

## Terms & Conditions for Event Organisers

### 1. WHO WE ARE

- a) The People's Box Office is the primary ticket agency that obtains its allocation of tickets for an event directly from the event organisers and venues. Tickets are sold through The People's Box Office website and in person through the physical box office.

### 2. PERMITTED USES OF THE BOX OFFICE

- a) You agree that you are only authorised to visit, link to and / or retain a copy of pages of this website for your organisation's use (if you are acting on behalf of an event organiser) and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this website for any purpose other than to create and manage events and promotional information, for personal use, or to administrate the sales of tickets
- b) The content of this website is the property of The People's Box Office and is protected by UK and international copyright laws. We post the relevant legal notices and credits on this website. You are not permitted to remove any such notices or credit, or any additional information presented in respect of copyright
- c) The website provides you with opportunities to advertise your events through the website by sending information, images etc. to The People's Box Office, known as user content. The People's Box Office is not liable or responsible for any user content. The contribution of third parties does not necessarily represent the view or opinions of the people's box office.
- d) Users can be held liable for any illegal or prohibited user content they provide to the website and any event that contains prohibited content will be removed from sale, prohibited content includes but is not limited to
  - i. Is offensive such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual
  - ii. Could be harmful to minors
  - iii. Harasses or advocates harassment of another person
  - iv. Involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing or "spamming"
  - v. Promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous
  - vi. Promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programmes or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files
  - vii. Contains restricted or password only access pages or hidden pages or images (those not linked to from another accessible page)
  - viii. Displays pornographic or sexually explicit material of any kind
  - ix. Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18
  - x. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses
  - xi. Solicits passwords or personal identifying information for commercial or unlawful purposes from other users

- xii. Engages in commercial activities and / or sales without prior written consent such as contests, sweepstakes, barter, and advertising and pyramid schemes.
  - xiii. If you discover this kind of material on the site, please notify us by email and we will investigate your claim and take appropriate action
- e) Although the peoples box office cannot monitor the conduct of users off the website, it is also a violation of these rules to use any information obtained from this website in order to harass, abuse or harm another person or in order to contact, advertise to, solicit or sell any site user information without their prior explicit consent.
  - f) The peoples box office also retains the right to suspend or terminate access to the box office if the conduct of the event organiser or organisation using the peoples box office services, leads to damage to reputations by association
  - g) The website contains embedded links to, and may produce search results that reference or link to third party sites throughout the world wide web. The people's box office has no control over these sites or the content within the site. The peoples box office cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal, and / or inoffensive and will not contain viruses or otherwise impact your computer. By using this website to search for or link to another site, you agree and understand that you may not make any claim against the peoples box office for any damages or losses, whatsoever, resulting from such action
  - h) You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content therein or for any other authorised purpose, without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not access, reload or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three second interval.
  - i) When using the website ensure you are using only one browser window. Using multiple browser windows could result in duplicate listings if you are using the website on behalf of an event organiser
  - j) Illegal and / or unauthorised use of the site, including, but not limited to unauthorised ticket sales, fraudulent listing of events by individuals or organisations other than the legitimate event organiser, unauthorised framing of or linking to the site, or unauthorised use of any robot, spider or other automated devices on the site will be investigated and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress
  - k) You understand and agree that in the peoples box office's sole discretion, and without prior notice, the peoples box office may terminate your access to the website, cancel ticket orders or exercise any other remedy available and remove any unauthorised user content, if the peoples box office believes that your conduct, or that user content you provide, violates or is inconsistent with these terms, or violates the law of the rights of the people's box office, a client of the peoples box office or another user of this box office. You agree that monetary damages may not provide sufficient remedy to the people's orchestra for violations of these terms and you consent to injunctive or other equitable relief for such violations. The people's box office is not required to provide refund to you if you are terminated as a user because you have violated these terms or any of the people's box office's rights.
  - l) If an event organiser is found to be using the peoples box office for in house bookings only and an alternative online payment mechanism for their online bookings, the peoples box office reserve the right to levy a £49.99 monthly charge for use of the in house facility

### 3. REGISTRATION & ACCOUNT SECURITY

- a) The event organiser agrees to maintain and promptly update their registration details to keep it accurate and current. If you provide any information that is untrue, inaccurate, not current or incomplete, or the peoples box office has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the peoples box office has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of the box office.
- b) During the peoples box office registration process, a unique account password will be created. It is the responsibility of the event organiser and its users to maintain the confidentiality of the password and account and are fully responsible for all activities that occur under your account. The event organiser must immediately notify the peoples box office of any unauthorised use of your password or account or any breach of security. The peoples box office cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this section or from any unauthorised access to or use of your account.
- c) If an account has not had any events listed for two years, all data will be cleared

### 4. PAYMENT PROCESSING

- a) There are two types of payment processing options available to people buying through our website
  - i. Paypal, credit or debit bookings processed via paypal will be held in a trust account and the agreed upon amount will be transferred to the organiser at the conclusion of their event
  - ii. Stripe payment processing, credit / debit card bookings processed online or inhouse via the peoples box office stripe gateway. Income is held in a trust account and the agreed upon amount will be transferred to the organiser at the conclusion of their event.
- b) There are two types of payment processing options available to people buying in person at our box office
  - a. Cash, all cash will be logged and the agreed upon amount will be paid to the organiser at the conclusion of their event
  - b. Credit or Debit cards, all payments taken through electronic payment systems will be paid into a trust account and the agreed upon amount will be paid to the organiser at the conclusion of their event
- c) Event organisers do not need their own payment gateway to utilise the peoples box office payment processing option. Bookings placed online will be processed by the peoples box office and income less applicable fees will be transferred to the event organiser within seven days of the conclusion of the event. For booking fees go to section 5a.
- d) Event organisers are not permitted to obtain customer credit / debit card details and process the order themselves via the peoples box office public sales page (online bookings). Handling customer card details and using the peoples box office merchant services for in house bookings is in breach of these terms and conditions. If an event organiser will be required to secure their own merchant services or utilise the stripe payment processing option.
- e) You authorise the peoples box office to accept mastercard, visa, American express and maestro cards and to collect the face price of each ticket and also, where you have opted for the booking fee to be billed to the customer, we will collect a booking fee from each customer and where applicable, a telephone service fee or delivery fees if requested. We will retain the full amount of the booking fee (whether paid for by the event organiser or the customer), telephone service fee and delivery fees.
- f) The proceeds of all credit and debit card sales transacted via the peoples box office are paid into a segregated "client" bank account meaning they are completely ring-fenced from our own working capital. These arrangements are in line with best practice as specified by all major credit card companies and also by STAR (the society of ticket agents and retailers)

- g) Once the event or event run has concluded, the online sales for that event will then be totalled and transferred electronically to the event organisers nominated bank account within seven working days of the final performance. The amount transferred will be the net of our fees as stated in 5a and any refunds made to customers as a result of cancellation
- h) If any event or series of events is cancelled or postponed or significantly changed from the advertised content. The peoples box office will refund the customers directly and shall be entitled to utilise sufficient funds from the ticket proceeds to above to enable the peoples box office to do this. Notification of cancellation may delay the transfer of funds while confirmation and clarification is sought.
- i) All money shall be paid into the bank account specified in your payment details. It is not the responsibility of the peoples box office to verify bank details but is the responsibility of the event organiser to ensure that accurate bank details are provided. If incorrect bank details are provided, monies owed will accrue until accurate bank details are provided by the event organiser. The peoples box office will not accept any responsibility if incorrect bank details have been provided by the event organiser or their account users and monies owed are paid into the wrong bank account.
- j) Event organisers remain solely responsible for the accounting and payment of VAT collected through the sale of tickets to HMRC. The peoples box office is only liable for the VAT component of the booking fee. At the conclusion of your event, you will be provided with a full income breakdown for your event/s monies received from online and physical sales which will include details of the event organiser's VAT liability (if applicable)
- k) The peoples box office can collect donations through our website and in person and forward payment to the event organiser less a 2.5% service fee + 3.5% payment processing fee. No admin charge is applicable for payments recorded by cash
- l) Should the event organiser want to claim gift aid, it is the responsibility of the event organiser to register for gift aid (if eligible) and submit relevant documentation to HMRC to re-claim the tax benefit. The peoples box office accepts no responsibility for the administering of the gift aid scheme; it is only a platform to receive donations
- m) If an event is cancelled, the donation will also be refunded to the customer in full
- n) We are not an accounting, taxation or financial adviser, and you should not rely on information given on the website to determine the accounting, tax or financial consequences of making a donation to charity. We strongly recommend that you consult your own adviser(s) about any accounting, taxation or financial consequences that may affect you.
- o) Sundry items attract the same booking fee as ticket sales (please see section 5a). if an event is cancelled, the sundry item will also be refunded in full, including booking fee (but excluding delivery fees)

## 5. FEES AND CHARGES

- a) All tickets purchased online through the peoples box office website or in person at the box office are subject to a booking fee. The fee is applied per ticket and is levied in accordance with the following booking fee structure : £1 per ticket
- b) The fee is applied to cover the credit / debit card charges and overheads that we incur with each transaction. We reserve the right to vary this booking fee structure from time to time.
- c) Event organisers may elect to have their ticket prices listed on the website either inclusive or exclusive of the peoples box office booking fee. In either case, the fee due will be added to the ticket price and paid by the customer
- d) Customers will be charged the following fees for the delivery of their tickets :
  - E-ticket - £0.00
  - Standard Post - £1.50
- e) In situations where the refund policy is applicable, ticket delivery fees are not refundable
- f) If event organisers elect to offer their customers the option of using the peoples box office telephone box office service, a telephone service fee of £1.50 will be added to the customers booking charge, in addition to the booking fees. This fee includes the ticket delivery fee wheather that be by e-ticket or post. There is no charge to the event organiser for this service however event organisers can choose to absorb the £1.50 telephone service fee upon request.
- g) In situations where the refund policy is applicable, the telephone service fee is not refundable

## 6. EVENT LISTING PROCESSES AND RESPONSIBILITIES

- a) Through the use of the peoples box office website, event organisers submit data regarding their organisation, productions, venues, event dates, ticket prices, preferred fee charging mechanism, etc. this data populates the peoples box office sales website from which the customer can then purchase tickets for the listed events, also in the physical box office