

SKIDDLE LTD TICKET SALES AGREEMENT TERMS & CONDITIONS

1. The Promoter hereby appoints and authorises Skiddle to act as an online/telephone agent for the sale of tickets to all ticketed events.
2. Skiddle shall charge the customer the face value of the ticket, plus a booking fee to be determined by Skiddle. This is typically 10% but we reserve the right to adjust this on a ticket-by-ticket basis. A handling/order processing fee may be charged in some circumstances.
3. The booking fee and handling fee will be paid by the customer and be retained by Skiddle.
4. The Promoter receives full face value of the ticket which is collected on your behalf by Skiddle. Any funds due to The Promoter will be remitted to The Promoter within 7 days of the event, with a full financial statement of remittance sent to the promoter. Funds will be transferred to the nominated bank account or cheque payee given to Skiddle at the time this agreement is completed. Some banks may take up to 5 days to clear BACS transfers.
5. It is the sole responsibility of The Promoter to ensure that Skiddle hold valid payment details on file. The Promoter shall inform Skiddle of any change of details, including bank details, well in advance of any payments. Skiddle will not be held responsible or liable for payment to incorrect accounts if they have not been notified in writing at least 5 days in advance of payment. In the case of Skiddle not having valid payment details on file for a promoter, any due ticket moneys will be held for 12 months after the event date, after which date The Promoter shall waive their entitlement to such moneys.
6. In the case that The Promoter has outstanding debts with Skiddle at the time of remittance, Skiddle reserve the right to withhold all ticket remittance until said debts are paid and cleared in full.
7. The Promoter is solely responsible for the accounting and payment of any VAT or other taxes due on the face value of the tickets.
8. Where additional (non-face value) payment is due to The Promoter for kickbacks/rebates, The Promoter authorises Skiddle to generate a self-bill invoice, under the VAT number shown on this agreement (if VAT registered) until further notice. The Promoter agrees to accept such invoices and not raise sales invoices for transactions covered by this clause. The Promoter agrees to inform Skiddle if their VAT registration status, VAT registration number or business ownership changes.
9. If physical tickets are to be issued to the customer by Skiddle on behalf of The promoter, we will charge a postage fee to the customer to send out tickets via the postal service. This may increase if the tickets need to reach the customer urgently or the tickets are of high value.
10. The final day for distribution of tickets for an event is 5 working days before the event, after which Skiddle will distribute eTickets for the event, or tickets will go off sale entirely. In the case of postal strikes, or events which may, in Skiddle's sole opinion, jeopardise ticket distribution, this service may be suspended at any time.
11. Skiddle reserve the right to place advertising on eTickets and/or inserts into mailing envelopes. Any revenue generated in respect of such advertising shall belong to Skiddle.
12. Skiddle will inform The Promoter of all ticket sales in the form of a report which may be requested at any time, and will always be issued when ticket sales close.
13. Skiddle will not offer any refunds unless: a) an event is cancelled or postponed after written approval from the promoter, or b) a sale has resulted due to a technical error acknowledged by Skiddle
14. If an event is cancelled prior to the event date and Skiddle has not been required to pass on or has not in fact transferred the Customers' monies to the Promoter, Skiddle will endeavour to refund the Customers' monies as soon as practicable once tickets have been returned to the Skiddle. If however the Customers' monies have been passed on to the Promoter, Skiddle shall have no obligation to refund the Customers' monies until such time as Skiddle have themselves been put in funds to do so by the Promoter.
15. In the situation where a customer is refused entry to an event at the decision of the Promoter, The Promoter shall at it's own discretion (and always subject to any statutory requirements) issue a refund to the customer directly. Should a refund not be issued, The Promoter shall inform Skiddle of any such authorised refunds immediately after the event. For the avoidance of doubt, Skiddle shall not be responsible or liable for issuing refunds for non-admittance unless expressly instructed to do so by The Promoter or as covered by clause 16.
16. Skiddle will prevent chargeback's by incorporating anti-fraud checks and screening procedures during all ticket sales. Skiddle will work with Promoters to challenge any chargeback claims encountered, by providing proof of anti-fraud checks made and proof of delivery to the customer where applicable.
17. The Promoter will be liable for any chargebacks which are encountered and indemnify Skiddle against all losses resulting from chargebacks. Should a chargeback occur, Skiddle will generate an invoice and send to the promoter, which should be paid within 7 days of receipt. No further funds will be remitted to The Promoter until this invoice is settled.
18. Skiddle will not be held responsible for any tickets in their possession, which are lost, stolen or misplaced as long as reasonable care and attention has been made to prevent against such an incident and that we inform The Promoter about such a loss immediately and with full details of said tickets.
19. The Promoter will include Skiddle logos, web address and our local rate ticket sales phone number (0844 884 2920) on all advertising or other promotional material The Promoter creates. Should The Promoter utilize an Internet site which contains information about an event Skiddle has an allocation for, The Promoter shall display the Skiddle logo and maintain

a hyperlink from this site to an appropriate page on the Skiddle site.

20. The Promoter shall not permit or encourage fly-posting or illegal marketing of the event. The Promoter will indemnify Skiddle against any costs/fines/losses incurred as a direct result of the Promoter's fly-posting.
21. Skiddle operates a self service facility for all promoters to list their events and put tickets on sale, as well as view ticket counts and monitor every aspect of their ticket sales. The Promoter agrees to use all reasonable efforts to become familiar with the system, and maintain all of their own ticket sales. Skiddle will not be responsible for any tickets that are not put on sale, or display incorrect information.
22. The Promoter is solely responsible for checking that the Skiddle ticketing system contains the correct data so that upon the the time of close of sale, the ticket purchase list is sent to the correct email address or is accessed from the self service system provided by Skiddle.
23. Skiddle will offer full technical support of it's own systems between the hours of 9am and 5pm each day. This is limited to the skiddle.com site and associated services, however we are not responsible for the technical support of the promoters website, hardware, telecommunications or other systems.
24. Our systems are provided to you as an as-is basis, without any warranties of any kind. On occasions, we may receive interrupted service or suffer technical errors due to factors out of our control. Skiddle will work to rectify these matters within a given timeframe, which can be obtained by calling the Skiddle office. Skiddle's systems are monitored closely to ensure that all automated facilities may be available for 'Out of Hours' service, however this is not a given and a charge may occur for this service.
25. Skiddle are not responsible for the promotion of the event or ticket sales and use of our service does not guarantee the sale of any tickets.
26. This agreement shall commence on the date of signature and will continue for a period of one year and then be automatically renewed for successive periods of one year. The agreement can terminated by either party giving 30 days written notice after the initial period.
27. This agreement can be terminated immediately by Skiddle if the other party is in material breach of its obligations as outlined in this agreement and such breach has not been remedied within 30 days after notification of said breach.
28. The construction, performance and validity of this agreement shall be governed by the Laws of England.

Please note, marketing, editorial or additional services may be offered to you at discounted rates when selling tickets with Skiddle to help provide additional exposure for your event and increase ticket sales. Discounts are provided on the provision that Skiddle are added to your online/offline marketing as an official ticket outlet with equal prominence to any other outlets you may be using for the duration of your on-sale period.

Failure to add Skiddle logo and ticket sales phone number to marketing may result in Skiddle charging full price for any advertising or services already provided under this agreement.

Skiddle Ltd
The Watermark
Ribbleton Lane
Preston
PR1 5EZ
T: 0843 289 3333
E: support@skiddle.com
F: 0871 7142 914
Company Number: 05688116
VAT Number: GB 879 2762 64



AGREEMENT

To activate your ticket sales online with Skiddle.com please complete and return entire agreement (3 pages) to Skiddle Ltd.

Ticket remittance cannot be released until we have a completed, signed version of this agreement on our records.

DATE: - _____

THIS AGREEMENT IS MADE BETWEEN:-

1) **SKIDDLE LTD** whose registered office is at The Watermark, Ribbleton Lane, Preston, PR1 5EZ ("Skiddle" , "we")

2) **THE PROMOTER:**

• Your Name: _____

Acting on behalf of (if promoter is a registered company):

• **Company Name:** _____

• Company Reg No: _____

• Company VAT No: _____

• Registered Address: _____

• Your contact telephone number (mobile ideally): _____

• Your Promoter ID – (Please call if you do not know this): _____

Any ticket monies due to The Promoter should be paid to the following account:

BACS

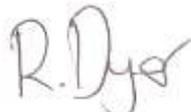
Name on Account: _____

Sort Code: _____

Account Number: _____

I hereby agree to the attached Terms and Conditions. I understand that Skiddle reserve the right to remove events from sale and terminate this agreement in the case of failure to include our logo/web address/phone number prominently on all advertising materials

SIGNED BY (Your Name) (Your Signature)
For and on behalf of The Promoter _____

SIGNED BY (Name) (Signature)
For and on behalf of Skiddle RICHARD DYER 

PLEASE SIGN AND FAX All 3 PAGES TO 08717 142 914
(Or post to the above address)