

gigpig.uk - TERMS FOR VENUES

BY USING OUR SITE AS A VENUE YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. These Terms for Venues apply to you if you use the Site as a Venue. They form part of and are incorporated into our Terms and Conditions (as defined below) and form part of the Agreement between you and us. By using the Site and/or the Services site you accept these Terms and you agree to comply with them. If you do not agree to these Terms you must not use the Site as a Venue.
2. In these Terms for Venues, words or phrases that are capitalised have the same meanings will have the same meanings as they have in the Terms for all Users. The following terms, not set out in the Terms for all Users, shall have the following meanings:
 - 2.1 “**Corporate Entity**” means a limited company or incorporated company that an individual Artist uses in order to enter into an Agreement with us and to post, upload and share Artist Content;
 - 2.2 “**Person with Majority Control**” means that individual who controls a Corporate Entity. We define a Person with Majority Control as any individual who meets one or both of the following conditions:
 - (a) the individual holds, directly or indirectly, more than 50% of the shares in the Corporate Entity;
 - (b) the individual holds, directly or indirectly, more than 50% of the voting rights in the Corporate Entity;
 - 2.3 “**Subscription**” means the monthly sum paid by a Venue in order to subscribe to an Artist and access that Artist’s Content;
 - 2.4 “**VAT**” means Value Added Tax (in the UK) or any similar sales tax applied instead of or in addition to it, and/or any similar sales tax or duty that applies in any other locality, country or jurisdiction of the world;
 - 2.5 “**Venue Profile Details**” means those details you will upload and provide to the Site in order to populate your Artist Profile as set out in Clause 8.2;
3. **Other Terms that may apply to you:** the following other Terms may apply to you and your use of the Site and/or the Services:
 - 3.1 Terms for all Users https://gigpig.uk/legal/gigpig_terms_all_users.pdf;
 - 3.2 Terms for Artists https://gigpig.uk/legal/gigpig_terms_artists.pdf;
 - 3.3 Acceptable Use Policy https://gigpig.uk/legal/gigpig_acceptable_use.pdf;
 - 3.4 Privacy Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf; and
 - 3.5 Cookie Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf.the above being, collectively with these Terms for Artists, our “**Terms and Conditions**”.
4. In addition, you may also be subject to a “**Gig Agreement**” and/or a “**Venue Terms and Conditions**”, which means the terms of agreement between an Artist and a Venue which govern any transactions between them. The Gig Agreement

and/or Venue Terms and Conditions are not between you and us but between you and an Artist and so does not form part of our Terms and Conditions or the Agreement between you and us.

5. **Your warranties to us:** you warrant (that is, legally promise) that:

- 5.1 you are either at least eighteen (18) years old, or if you are sixteen (16) years or older you have your parent or guardian's consent to the terms of this Agreement, or if you are required by the laws of the country where you live to be older than eighteen (18) years old in order to enter into a legally binding agreement then you are the minimum age required by those laws to register. You warrant to us that if you are at least sixteen (16) years of age, but under eighteen (18) years of age, you have presented this Agreement to your parent or legal guardian, and he or she has clicked "AGREE" or "SIGN UP," as may be applicable, to enter into this Agreement on your behalf. We will require you to confirm your age, and you (and/or your parent or guardian) acknowledge and agree that if you are under eighteen (18) it is your parent or guardian that is entering into the Agreement on your behalf. You must not use the Site or register if you are under sixteen (16) years of age.
- 5.2 you are authorised to and able to agree to these Terms for Venues or otherwise enter into the Agreement with us and you are not prevented from doing so by any laws that apply to you (including in the country from which you may be accessing and using the Site).

6. **Your Account, Venue Profile and Content:**

- 6.1 You may register multiple Venue profiles under one Account but it is your responsibility to ensure that the Venue Profile Details you provide for each such Venue Profile are accurate, up-to-date and fully in compliance with the Terms and Conditions.
- 6.2 In registering your Account with the Site, providing your Venue Profile Details and otherwise in creating, posting, uploading and sharing Content using the Site you agree and warrant (that is, legally promise) the following:
 - (a) Your Venue Profile Details are honest, accurate, up-to-date and relate only to you;
 - (b) you will comply with and abide by all our Terms and Conditions including (but not limited to) our Acceptable Use Policy;
 - (c) you either own, or you have the permission in writing of the owner to use, or you have valid licences for all your Venue Profile Details and Content and all copyrights, intellectual property rights, moral rights, personal rights and all other proprietary rights contained in or relating to your Venue Profile Details and Content in and to your Content, so that you can create, post, upload and share the same using the Site without infringing any rights of any other person or entity;
 - (d) your Venue Profile Details and Content is not confidential, and you allow Venues to access and view it via the Site for the purposes of possibly securing Gigs via the Site;
 - (e) your Venue Profile Details and Content complies with all applicable laws, regulations and codes of practice and any description you provide and/or claims you make relating to you;

- (f) you agree that you will be liable to us and indemnify us and our Affiliates for any damages or losses we or our Affiliates suffer from any breach by you of the warranties above, or any other breach by you of our Terms and Conditions.
7. We are not responsible for and do not control, edit, moderate, review, support or endorse any part of your Venue Profile Details and/or Content. We do not have any obligation to monitor any Venue Profile Details and/or Content.

8. Setting up your Venue Profile:

8.1 In order to make Venue Profile available to Venues, you must first register with the Site and create your Venue Account. The registration and account creation process is set out in and governed by our Terms for all Users, which you can find here https://gigpig.uk/legal/terms_all_users.pdf.

8.2 In order to set up your Venue Profile we will also need you to provide:

- (a) Venue name;
- (b) primary contact telephone number;
- (c) email address (if different to that used for registering your Venue Account);
- (d) Venue Address;
- (e) your card payment, method of payment details and bank account details or that of any Corporate Entity;
- (f) billing address if different from Venue address;
- (g) Artist's gig payment terms;
- (h) region;
- (i) VAT number (if applicable);
- (j) Venue description;
- (k) any tags you wish to add concerning the Venue – e.g. capacity, food and drinks served, age restrictions, wheelchair and other accessibility information;
- (l) list of styles or genres of music or artists the Venue hosts; and/or
- (m) such other Content as you would like to post on your Venue Profile;

("Venue Profile Details").

8.3 It is your responsibility alone to keep safe your Venue Account details. If you forget either your email address and/or password you can reset these by following the relevant instructions on the log-in page but you will need to know either your email address (if you forget your password) or your password (if you forget your email address). In addition, if you have forgotten your email address we may require you to provide further evidence or information to verify your identity.

8.4 It is your responsibility alone to ensure your Venue Profile Details are accurate, up-to-date and correct. You may amend your Venue Profile Details at any time on your Venue Profile page.

9. How much we charge Venues to use the Site:

9.1 The fees ("**Fees**") that we charge Venues to access and use the Site, set up a Venue Account and Venue Profile Page and view and access Artist Accounts are set out in the below formats:

9.2 Venues may pay the Fees in one of the following ways:

- (a) per Gig;
- (b) per month Subscription for up to five (5) Gigs per that month; and/or
- (c) per month Subscription for an unlimited number of Gigs per that month.

9.3 We reserve the right to increase the Fees. We will notify Venues of any Fee changes by email. If you continue to use or subscribe to the Site after having seen or received such notification you are deemed to have accepted such increases to our Fees.

9.4 Fees are paid by Venues individually or monthly as applicable in advance.

9.5 In registering with the Site as a Venue you automatically authorise us to charge applicable Fee(s) to the card details and method of payment you provide us further to Clause 8.2. If you choose to pay the Fees by monthly subscription we charge those Fees to your card and method of payment by an automatic monthly recurring transaction. You hereby consent to and authorise us to provide your payment card details to our third-party payment provider for the purpose of processing such subscription Fees. You agree and authorise each of these payments being debited or credited to your payment card details (as applicable) for each such payment.

9.6 Your payment card provider may charge additional fees for processing these payments (including, but not limited to, interest on the payment, currency conversion fees, transaction fees or other charges). We are not responsible, and accept no liability whatsoever, for any such additional fees your card provider or bank impose. It is solely your responsibility to be aware of these.

9.7 We may suspend a Venue's Account if the Fees cannot be collected as and when they fall due.

9.8 All amounts payable by the Venue to us under these Terms and Conditions are inclusive of amounts in respect of value added tax (VAT) chargeable from time to time.

9.9 Where a third party and/or a Corporate Entity has registered a Venue Account on behalf of a Venue:

- (a) that third party and/or Corporate Entity will be liable for payment of the Fees and invoiced by us accordingly
- (b) payment for the Fees will be collected by direct debit, in accordance with these terms, from the bank account nominated by such third party and/or Corporate Entity at registration.

10. **Cancelling your Subscription:**

10.1 All monthly Subscriptions will automatically renew at the end of the monthly subscription period, except if your payment card was declined, the subscription price has increased, or you have cancelled that Subscription.

10.2 You can stop or cancel any Subscription to an Artist as follows:

(a) from your User Account settings page:

- (i) you can click on the "Settings" button at any point:
- (ii) this will take you to your Settings page with a list of options and settings that you can see and/or change
- (iii) you can then click on the "Unsubscribe" button for the Artist you wish to unsubscribe from;
- (iv) you will then be asked to confirm your choice. If you click "Yes" again you will be unsubscribed from that Artist.

10.3 After you have stopped or cancelled a Subscription you will still be able to access the Site and/or Artist's Profiles until the end of the month during which you stopped or cancelled your Subscription. After that, no further payments will be taken from your payment card in respect of Subscriptions and you will not then be able to access the Site.

11. **Credits:** if you wish you may, but you are under no obligation to do so, pre-pay an amount to us which you may then use later on as Venue Payments. We call this pre-payment a "**Credit**". However, please note that if a Venue Payment is more than the Credit you have paid, then your payment card will be charged for the difference. We may set an upper limit on the amount you can pre-pay as a Credit Wallet. You can ask us to refund any unused Credit you may have and we will do so, unless we reasonably believe that your request has been made in bad faith.

12. Please note the following clause does **NOT** apply if a Venue uses a Corporate Entity (see Clause 13 below): each Venue owns their own Venue Account to which they must have access all the time. Our Agreement will only be with each Venue personally and not with any other person, entity, manager and/or agency that may represent or assist that Venue. If a Venue does engage such a person, entity, manager or agent it does not affect the Venue's personal responsibility and liability to us and nor will we be in any way responsible or liable whatsoever to any other person, entity, manager and/or agency that may represent or assist that Venue. Each Venue will be legally responsible for ensuring that all Content posted and all use of that Venue's Account, and/or all Venue Profile Details and Venue Profile, complies with our Terms and Conditions and our Agreement with you.

13. **Venues who use Corporate Entities:** if you have, or set up, a Corporate Entity and wish to use that Corporate Entity to enter into your Agreement with us, then the following terms will apply:

- (a) we may require you to provide evidence you are the Person with Majority;
- (b) you (or your Corporate Entity) are solely responsible and liable for complying with all laws, including without limitation all applicable tax laws and regulations, in respect of that Corporate Entity and you (and/or your Corporate Entity) will indemnify us and/or our Affiliates from any claim made against us (including, but without limitation, any claim made by a tax

authority) arising from your or your Corporate Entity's failure to comply with or breach of any such laws and regulations.

14. **Agreements with Artists for Gigs:**

14.1 All your interactions, transactions and/or purchases with Artists are contracts between you and the Artist directly on the terms of the Gig Agreement and/or Venue Terms and Conditions. Whilst we do facilitate such interactions and/or transactions through the Site, we are not a party to any Gig Agreement and/or Venue Terms and Conditions (or any other agreement or arrangement between an Venue and an Artist).

14.2 **We are not responsible for, and (to the fullest extent permissible under law) we disclaim any and all liability, howsoever arising, an Artist or a Venue may incur or suffer from such interactions and/or transactions made under or further to a Gig Agreement and/or Venue Terms and Conditions.**

15. **Content which includes any person other than the Venue:** if you register as a Venue you may not upload Content which includes any other venue or person other than you (and that would include Content which includes, without limitation, the name, image and/or contribution of that other person, and/or any other material from which that person may be identified) without their prior written approval. If you upload such Content you warrant you have that approval and we may require you to provide evidence of such approval in a form we decide.

16. **Data:**

16.1 Once you have set up your Venue Account and Venue Profile, started to use the Site and/or the Services and published Venue Profile Details and Content, you will be able to access certain information relating to Venues. This information may change from time to time, and may include the following categories of information (in aggregated and/or anonymised format, and which do not therefore constitute personal data):

- (a) In relation to your Venue Profile, Venue Profile Details and Content:
 - (i) the number of views, and the percentage of all Users that have viewed your Venue Profile, Venue Profile Details and Content;
 - (ii) the average viewing time of your Venue Profile, Venue Profile Details and Content; and
 - (iii) the total number of shares of your Venue Profile, Venue Profile Details and Content.

16.2 For further information concerning how personal data is processed in relation to the Site and/or the Services, please refer to our Privacy Policy at https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf.

17. **Tax and VAT:**

17.1 All Venues should seek professional advice on all tax and VAT aspects of promoting Gigs and entering into Gig Agreements.

17.2 By using the Site you agree and warrant (this is, legally promise) that you will abide by and comply with all applicable tax laws that might relate to your use of the Site and any earnings you make from Gigs and make all reports

and file all returns as are required by that tax authority in respect of such earnings.

17.3 We are unaware and have no knowledge of your earnings or income as a Venue, whether obtained via the Site, from Gigs or from any other sources. You are solely responsible and liable for all your own tax and VAT arrangements arising from your use of the Site and/or your earnings or income as a Venue and paying all taxes as you are required to do by any applicable tax authority and/or laws in the country of your residence. You hereby agree to indemnify us and our Affiliates in respect of any liability we incur or claim made against us by any tax authority arising from or in relation to your earnings or income as an Venue and/or your failure to comply with those tax authorities' requirements and/or tax laws.

18. **Changes:**

18.1 These Terms for Venues may be updated from time to time. In such cases, we will provide fifteen (15) days' prior notice of any proposed changes [by email] (the "**Notice Period**") (using the email address you provided us with when registering for the Site), unless:

- (a) you reasonably require a longer notice period in order to make technical or commercial adaptations to comply with the changes; or
- (b) we are subject to a legal or regulatory obligation which requires us to change these Terms for Artists in a manner which does not allow us to respect the Notice Period (and if are permitted by law to notify of you such reasons, we will do so); or
- (c) we must change these Terms for Artists to address an unforeseen and imminent danger related to defending Site and/or the Services, our Fans or our Artists from fraud, malware, spam, data breaches or other cybersecurity risks (and if are permitted by law to notify of you such reasons, we will do so).

18.2 Following notification of any proposed changes, if you are not happy with the changes, you may terminate your Venue Account and your Agreement with us in accordance with our Terms for all Users (which you can find here: [insert link](#)).

18.3 We will not impose retroactive changes to these Terms for Venues, except when they are required to respect a legal or regulatory obligation or when the retroactive changes are beneficial to you (and if are permitted by law to notify you of such reasons, we will do so).