

WEBTICKETS NAMIBIA

# TERMS AND CONDITIONS

v05/2017

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## IN BRIEF

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You, the Client, are appointing us to be your exclusive ticket distributor which means that you agree, not to instruct or allow any third party to accept bookings or registration or to sell or distribute tickets for your Event. If you request any additional services, e.g. marketing/advertising or consulting services, equipment rental, Box Office services, dedicated, express or after hours' account management, or customised reports, we will separately quote you for that.

You agree to give us everything we need to do our work as and when and in the format we need it. You will review our work, provide feedback and approval.

We have the experience and ability to do everything we have agreed upon with you and we will do it all in a professional and timely manner. We will always do our best to fulfil your needs and meet your expectations. We have no desire to bind you with long term contracts but to deliver the services as agreed upon. What we do want is what's best for both parties, now and in the future.

We understand how important it is to get paid on time. As we are sure you also want to stay friends, you agree to settle every invoice before the due date, too.

## 1. DEFINITIONS

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In this Agreement, the terms defined below will bear the following meanings:

- “**Box Office**” shall refer to a place other than the Company’s Network where tickets are sold for admission to an Event. Box Office services can also include ticket validation and access services.
- “**Client**”: the party who is rendering the services of the Company
- “**Company**”: Joynn Events cc, registration number Cc2017/03214
- “**Complimentary Ticket**”: – A ticket that shows a zero value
- “**Consignment Ticket**”: A ticket that shows the full-face value of the ticket, distributed by the Client
- “**Customer**”: the person who buys a ticket
- “**Event**”: a performance, tournament, race, show, lecture, tour, trip, or any other type of event organized, staged, managed or hosted by Client
- “**Network**”: Company’s own and partners’ advertising, sales and distribution channels
- “**System**”: Webtickets Namibia’s website, the mobi site, the Webtickets mobile application, the point of sale (POS) solution, and the Webtickets software used by retail partners and other distribution partners, incl. payment gateways

## 2. COMMENCEMENT AND DURATION

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- 2.1 By accepting a quotation or loading an Event onto the System, Client accepts these Terms and Conditions.
- 2.2 If the agreement is cancelled before the Event has matured, this will be regarded as if the Event was cancelled.

## 3. CLIENT’S RIGHTS AND RESPONSIBILITIES

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Client agrees to:

- 3.1 accept full responsibility for all Event content provided on the System.
- 3.2 provide Company in writing with all information required for the opening of ticket sales, booking or registration.
- 3.3 inform Company, in writing, immediately it becomes aware of any major changes to an Event or if it requests any changes to the quotation/scope of work.
- 3.4 seek consent of Company if Clients wishes to sell any tickets at prices lower than those which Company made available on the System.
- 3.5 arrange for pre-printed tickets to be sold by its own staff or request a quotation for box office services should it wish to render that service from Company.
- 3.6 be responsible for access control and validation of the tickets incl. validation if ticket holder is tied to hold a certain ticket. If Client requires Company’s services or equipment for ticket validation, it must be agreed upon beforehand.
- 3.7 advise Company of any change of contact or banking details at least thirty (30) thirty days before the Events matures.

## 4. COMPANY'S RIGHTS AND RESPONSIBILITIES

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Company agrees to

- 4.1 give Client a client login to the System to access reports, issue consignment tickets, and to reserve a ticket for EFT payment.
- 4.2 take all precautions it considers reasonable to guard against forgery and/or abuse.
- 4.3 do its best to ensure the availability of the Network and System. However, some things are beyond our control, e.g. strike action, a service disruption at internet or electricity providers.
- 4.4 notify Client about every planned downtime or unavailability of the System or Network (if Client has an Event loaded on System)
- 4.5 refrain from giving out any information relating to the Client, sales or attendance figures, or any customer details, to any third party other than Network partners.
- 4.6 Company reserves the right to refuse or cancel Service in case Client has any outstanding accounts with Company or for any Events that breach any law, regulation or legally-binding code; infringe upon the rights of any other party, or that may cause public annoyance, inconvenience or anxiety.

## 5. CANCELLATION OR POSTPONEMENT OF EVENTS

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- 5.1 In the event of a cancellation or postponement of an Event, Company shall undertake ticket refunds and/or ticket exchanges, on behalf of Client in respect of all tickets sold by Company or its Network partners to that Event.
- 5.2 If an Event is cancelled, the amount due by Client to Company, shall be: (1) the minimum service fee, (2) the full commission and bank charges on all tickets sold by the time the Event is cancelled on the System; (3) the agreed fee on all complimentary and consignment tickets issued, (4) and all bank charges related to the refunding.

## 6. MOBILE BOX OFFICE SERVICES

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- 6.1 If Client requires any temporarily Box Office service at the event venue or any other location, Company will quote Client separately for each Box Office.
- 6.2 Box Office services are subject to availability.
- 6.3 Client will, at their own expense, provide Company with
  - a secure Box Office facility,
  - electricity, lighting, and internet connection at selling and scanning points,
  - security personal for Box Office facilities,
  - access and parking passes for staff working at the Box Office,
  - an on-site contact and decision maker for any queries and liaison.
- 6.4 Company will only work from an appropriate and secured location, and will not take responsibility for any loss or damage caused due to inappropriate venue set-up (e.g. missing crowd barriers) and/or insufficient security measures.
- 6.5 Company will not issue any Complimentary and/or Consignment tickets at the Box Office on the day of the event.

- 6.6 Company will ensure signage of the ticket office and provide all tickets, staff and equipment necessary to facilitate the services as agreed upon.
- 6.7 If the box office is conducted outside of Windhoek, client agrees to
- fully pay for or arrange decent accommodation (no camping) for Company employees and temporarily staff at Client's expense
  - cover all transport related cost for Company employees and temporarily staff
  - pay for administrative work occurring from making travel arrangements
  - for each staff member cover three meals for each day away from home
  - compensate travel time of Webtickets employees
- 6.8 Preparation for the box offices will only begin upon receipt of the signed quotation and settlement of outstanding accounts. Should no signed quote or no payments be received before the due date, Company reserves the right to withdraw its quotation for box office services.
- 6.9 If Client receives the Box Office cash funds on site, Client agrees to pay Company's temporarily staff the quoted hourly rate in cash right after staff has finished their duty.
- 6.10 Company does not accept any responsibility for cash collection by Client or any third party.

## 7. TICKETS, WRISTBANDS, EQUIPMENT RENTAL

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- 7.1 If Client requires any equipment or ticket or wristband stock from Company, Company will quote Client separately for this.
- 7.2 Company will provide advice and training to an extend it considers appropriate in regard to operating and using the items provided.
- 7.3 All hardware provided to Client as aforesaid shall be at Client's risk and Client shall be obliged to return it to Company at the end of the agreed rental period in the same good order and condition as at the time when it was provided, fair wear and tear alone excepted.
- 7.4 Company will not (and Client specifically acknowledges that Company is not obliged to) provide any protection or insurance cover against theft or damage of tickets or equipment which cover shall if Client so requires be taken out by Client itself.
- 7.5 In the event of theft or loss for whatever reason of tickets, wristbands or equipment in Client's custody, Company may agree (subject to Client's written agreement to pay Company's vouched costs of so doing) to take measures to mitigate the consequences of such loss and possible forgery and/or unauthorized use of lost tickets.

## 8. ADVERTISING, CONSULTING, AND OTHER VALUE ADDED SERVICES

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- 8.1 The extra marketing and advertising services conducted by Company and its Network partners are value-added services and shall not create the impression that Company is an advertising platform or advertising agency, or responsible that customers book or register for any Events available on the System.
- 8.2 If Client requires any marketing or advertising services from Company or Network partners, Company will quote Client separately for this. Terms and conditions of Network partners apply.

- 8.3 Company reserves the right to charge for express and after hour services requested by Client.
- 8.4 If Company renders any services from a third party (e.g. security company, accommodation, transport) on behalf of the Client, Company shall be entitled to add a reasonable mark-up to the billed amount or to bill for extra arrangements being made.

## 9. PAYMENT OF SERVICES

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- 9.1 Company may request a partial of full upfront payment prior to any service delivery.
- 9.2 After the Event has matured, Company will e-mail Client an itemized invoice tax invoices showing all sales and funds collected on behalf of the Client, as well as other services conducted by Company for Client.
- 9.3 to which Client is entitled.
- 9.4 Client agrees that the information provided by Company at the time the financial settlements are effected, are to be regarded as the final record of reconciliation relating to ticket sales done by Company on behalf of Client. Should Client disagree with the final reconciliation, Client should inform Company in writing with full details within seven (7) working days of receipt of the final invoice. Any dispute not settled within thirty (30) days after the Event has matured will be considered null-and-void.
- 9.5 Client agrees that Company shall be entitled to and Client hereby authorises Company to deduct all fees and other charges due by Client to Company, including fees for marketing and box office services, as well as fees due to WhatsOn Media and Consulting or Pulse Wristbands, prior to effecting the financial settlement and payment of monies due by Company to Client.
- 9.6 In the event of a dispute between the Parties in regard to the number of tickets sold, the amount or calculation of any charges due to Company, a certificate by Company's auditors in respect of the question in issue shall be final and binding on the parties. In regard to any other accounting matter, including stock on hand, shortage of funds or otherwise, such dispute shall be referred to a joint decision of Company's auditors and Client's auditors: (1) who shall act as experts and not as arbitrators; (2) who shall be entitled to take advice from any person considered by them to have knowledge with reference to the matter in dispute; (3) who shall be entitled to appoint an independent auditor to act as umpire if they are unable to determine the dispute between themselves; (4) who shall be entitled to award their fees, and the fees of any umpire, incurred in the determination of the dispute, and the costs of any person, in such manner and against such of the parties as they may determine; and (5) whose decision, or the decision of the umpire, as the case may be, with reference to that dispute shall be final and binding on the parties.

## 10. LIMITATION OF LIABILITY

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- 10.1 Company accepts no responsibility or liability, of whatsoever nature, in respect of any loss, damages and/or injury which may be incurred or suffered by any person or organisation as a result of or arising, whether directly or indirectly, from any Event and Client hereby irrevocably and unconditionally indemnifies Company, its employees, temporary staff and Network partners against all claims and agrees to hold Company, its employees and agents harmless against any such loss, damage or injury and any claim which may be made against Company by any third

party, arising directly or indirectly out of the provision of the Services by Company in terms of this Agreement.

- 10.2 Company shall not be liable for any damages or loss arising from an unavailability of the System or Network.
- 10.3 Company shall not be liable to Client or anyone else in respect of any ticket that purports to be a genuine Webtickets ticket that is not sold through the Network.
- 10.4 Company will not in any circumstances be liable to any ticket holder for any loss, of whatsoever nature, that the ticket holder may suffer at the event or as a result of any postponement or cancellation of an Event.
- 10.5 Company will not be liable for any mistakes occurring from incorrect information provided by Client or due to a time delay before receipt of written instructions or change requests.
- 10.6 Company cannot accept any liability in settling Third Party or creditor payments on Client's behalf.

## 11. LEGAL

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- 11.1 For the duration of this Agreement and thereafter, Company and Client shall not disclose to any third party (excl. employees) any information that was indicated as being confidential.
- 11.2 Any notice given in connection with this Agreement shall be given in writing. A notice given as set out above shall be deemed to have been duly given: if hand delivered, on the date of delivery; if sent by post, seven days after posting; if sent by e-mail, on the day that the e-mail is transmitted or if this is not a working day, on the next working day if not auto response mail informed the sender about absence of receiver.
- 11.3 In the event of any of the provisions of this Agreement being found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.
- 11.4 This Agreement shall be governed, interpreted, and implemented in accordance with the laws of Namibia.
- 11.5 In the event of either Party breaching any of its obligations under this Agreement and failing to remedy such breach within a period of ten (10) working days of receipt of a written notice from the other Party requiring it to do so, then the other Party shall be entitled, without prejudice to any other right which it may have in law, to cancel this Agreement or to claim specific performance and to claim proven damages in respect of such breach.
- 11.6 The Company may withhold all monies from the Client until such breach is resolved.