

## Organiser Terms and Conditions

These Terms will apply to any contract between us for the provision of Services to you (Contract). Please read these Terms carefully and make sure that you understand them, before using the Services.

Please note that by using the Services, you agree to be bound by these Terms and the other documents expressly referred to in it.

Please click on the button marked "I Accept" at the end of these Terms if you accept them and print off a copy for your records.

If you refuse to accept these Terms, you will not be able to use the Services.

We amend these Terms from time to time any changes to these Terms will be either notified to you 30 days in advance. Every time you wish to use the Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

### INFORMATION ABOUT THE ENTRY POINT

JMH Solutions Limited, Unit 37 Louis Pearlman Center, Goulton Street, Hull, East Yorkshire trading as The Entry Point operates the website [www.theentrypoint.co.uk](http://www.theentrypoint.co.uk) ("we"; "us"; "The Entry Point").

### THE SERVICES

We provide a quick and easy means for Event Organisers & Clubs to set up an online account through which they can publicise and advertise entry and memberships to events organised by them and subscriptions to clubs (Event(s)) that they operate (Account) so that individuals and/or organisations (Subscriber(s)) that wish to enter an event or join a club advertised on our site by the Organiser, they can do so through our site and pay their membership subscription or entry fees (together, the Organiser's Fees) in accordance with our Terms and Conditions (Services).

By agreeing to use the Services, the Organiser agrees to be bound by the User Terms and Conditions, to the extent that they apply to the Organiser and to ensure that they will act in such a way and comply with all reasonable request requests made by us to ensure that we can comply with the User Terms and Conditions. In the event of a conflict between the terms of this agreement these Terms and the User Terms and Conditions, the User Terms and Conditions will take precedence.

You confirm that you have authority to bind the Organiser on whose behalf you use the Services. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

When a Subscriber completes an entry for and/or submits a payment through our site, you will be required to acknowledge and accept such entry and payment and an e-mail will be issued to the Subscriber confirming that a contract has been formed between you and the Subscriber.

You undertake to comply with all consumer protection legislation in relation to your dealings with the respective Subscriber.

## **USE OF THE SERVICES**

As part of our site registration process, you will need create a password for your Account. You are responsible for maintaining the confidentiality of the password and Account, and are fully responsible for all activities that occur under your Account, including, without limitation, all actions by sub-users registered under your Account.

You agree to (a) immediately notify The Entry Point of any unauthorised use of your password or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. The Entry Point cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Clause or from any unauthorised access to or use of your Account.

In the event of any dispute between two or more parties as to Account ownership, you agree that The Entry Point shall be the sole arbiter of such dispute in its sole discretion and that Sports Entry Solution's decision (which may include termination or suspension of any Account subject to dispute) shall be final and binding on all parties.

You agree that all material, including without limitation information, data, software, text, design elements, graphics, images and other content contained in or delivered via the Services or otherwise made available by The Entry Point in connection with the Services (collectively, "Content"), is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. The Entry Point may own the site Content or portions of the site Content may be made available to The Entry Point through arrangements with third parties.

Except as expressly authorized by The Entry Point in writing or in connection with your use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other web site or in a networked computer environment for any purpose.

Reproducing, copying or distributing any Content for any other purpose is strictly prohibited without the express prior written permission of The Entry Point. You shall use the Content only for purposes that are permitted by these Terms and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved.

You acknowledge and agree that if you contribute, provide or make available any Content to the Site ("Your Content"), you hereby grant to The Entry Point a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub licensable (through multiple tiers) right and licence to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit Your Content, in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing licence, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations (foreign and domestic) (iii) is not defamatory or offensive. In addition, Your Content must be accurate and truthful.

The Entry Point reserves the right to remove any of Your Content from the Site at any time if The Entry Point believes in its sole discretion that it does not comply with these Terms. In addition, you agree that The Entry Point may use your name and logo (whether or not you have made it available through the Site) for the purpose of identifying you as an existing or past customer of The Entry Point both on the site and in marketing and promotional materials.

The Entry Point hereby grants you a non-exclusive, non-transferable, non-sub-licensable right to access and use the Services solely for the purposes of creating an event or subscription page/Event with respect to, and promoting, managing, tracking, and collecting the Organiser's Fee through your Account. Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce or otherwise create derivatives of any part of the Services or Content (as defined below); (ii) reverse engineer,

disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organisation of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Services for commercial purposes except for the limited commercial purpose of collecting Entry Fees through the Site as an Organiser); (iv) remove or alter any proprietary notices or labels on or in the Services or Content; or (v) engage in any activity that interferes with or disrupts the Services

## **PAYMENT AND REFUND TERMS**

In return for the provision of the Services, The Entry Point shall be entitled to apply the charges to all transactions processed through the site (Transaction Charges), which shall be payable by you in accordance with the terms laid out.

The Transaction Charges are as follows: -

**All Payments are Charged at 30p + VAT (36p) per transaction unless agreed in writing**

\*Stripe Fees Apply.

Organisers will refund Subscribers in accordance with its own refund policy which must be clearly advertised to the Subscribers by the Organiser on the site. If the Organiser uses its own refund policy, it will indemnify The Entry Point for any losses incurred and against any claims made against The Entry Point resulting from the Organiser's failure to comply with relevant consumer protection laws.

The Entry Point provide the Organiser with a monthly statement of account detailing all transactions that have been processed through the site and detailing all sums received by the Organiser for the relevant monthly sales.

Unless notified in advance of alternative arrangements at the beginning of each quarter. The Entry Point will provide an invoice to the Organiser for the fees owed to The Entry Point for the provision of this service as detailed above.

The Entry Point reserves the right to ban Subscribers from using the site for the purpose of entering an event or joining a club if it reasonably believes that such Subscriber is in breach of The Entry Point' User Terms and Conditions and/or website terms of use.

All payments will be processed by Stripe The Entry Point do not process or hold onto any client money. All entry fees are paid direct into the organiser's own Stripe account.

## **EVENT/SUBSCRIPTION CANCELLATION OR SUBSTITUTION**

The Organiser agrees to communicate its event entry terms and conditions and/or its membership terms and conditions clearly to all Subscribers.

The Organiser undertakes that if there is a substantive change to an event advertised through its account, such as but not limited to:

(a) event cancellation; or

(b) change of date or location, or event format,

Subscribers will be entitled to a full refund payable by you in accordance with the terms and the Refund Policy detailed in the event entry section. Subscribers will have entered into a contract with you to attend your event as you described it or receive membership benefits as advertised, and need not accept an alternative of your choosing.

## **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights including in particular, trade marks, logos and copyright shall be owned by the party introducing the same. Both parties hereby grant a licence to the other party of its logos, trade marks and advertising materials for the duration of this Contract and for a period of one year after for the purpose of advertising the Event and the publication of post Event promotional materials.

## **CONFIDENTIALITY**

The parties undertake that they shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party to this Contract, except as permitted by Clause 7.2.

The parties may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 7; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **ORGANISER'S OBLIGATIONS AND WARRANTIES**

The Organiser warrants that all information, marketing material and information provided by it to us under this Contract is owned by the Organiser and is accurate and correct.

The Organiser warrants that it shall comply with all applicable legislation, regulations and requirements in relation to running the event and/or club advertised and contracting with Subscribers who wish to enter the event or join the club.

The Organiser undertakes to comply with all reasonable requests of The Entry Point to assist The Entry Point in providing the Services.

The Organiser hereby indemnifies The Entry Point against any and all loss incurred by The Entry Point resulting from: - (i) a breach of these Terms by the Organiser; (ii) the running of the event or any failure by the Organiser to run the event or provide the club membership; any (iii) any claims by any Subscribers for a refund, regardless of the reason for such a refund.

## **LIMITATION OF LIABILITY**

Nothing in this agreement limits or excludes either party's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

The Entry Point shall not be liable to the Organiser, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information;

(g) any indirect or consequential loss.

The Entry Point's total liability to the Organiser, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the Transaction Charges received by The Entry Point through the Organiser's use of their Account.

The Entry Point shall not be liable for any loss incurred as a result of down time of our site provided that the down time is not directly attributable to an act or omission of The Entry Point.

## **DATA PROTECTION**

The parties agree that the Organiser shall be regarded as the Data Controller under the Data Protection Act 1998 for the purpose of organising the event and/or running the club and that The Entry Point shall be regarded as a Data Processor.

The Entry Point shall process personal data in accordance with its Privacy Policy

## **TERMINATION**

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
- (b) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 11.1(d) to Clause 11.1(k) (inclusive);
- (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **OTHER IMPORTANT TERMS**

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.