Venue & Organiser Terms

Version 2026-11-13 · effective 13 November 2026

These Venue & Organiser Terms (the “Terms”) are an agreement between **TEHNO GRUPA društvo s ograničenom odgovornošću za građevinarstvo i informatičke usluge**, Diračje 107/A, 51000 Rijeka, OIB 26368307048, MBS 040500063, Trgovački sud u Rijeci, represented by its director Neđad Tokalić (“Held”, “we”), and the legal person or registered business that opens an account on the Held platform (heldtables.com) as a bar, club, hospitality venue, festival or event organiser (the “Venue”, “you”).

1. Making the agreement

1. The agreement is made when the person opening or running the Venue’s account ticks the box accepting these Terms and submits the form. That person confirms they are authorised to represent the Venue (as the representative entered in the court or trade register, or under their power of attorney).
2. The agreement is made electronically (Art. 9 of the Croatian Electronic Commerce Act). With the acceptance we record the Venue’s legal name, OIB and address, the account and e-mail of the person who accepted, the version of the Terms, the date, time and IP address. This reliably establishes the content of the statement and who made it, so the written form is met (Art. 292 of the Croatian Civil Obligations Act, “ZOO”).
3. Right after acceptance we e-mail these Terms as a PDF to the account address, as a durable medium. The current version is always at heldtables.com/en/organizer-terms.
4. The Venue can publish its offer only once Held has approved it and its company details (legal name, OIB, address) are complete.

2. Held’s role: an agent selling in your name

1. Held is an online platform for table reservations and ticket sales. By these Terms the Venue **authorises Held to act in the name and on behalf of the Venue** to:
   - publish the Venue’s offer (tables, dates, events, tickets, table conditions) as the Venue enters it;
   - conclude table reservations and ticket sales with guests at the prices and conditions set by the Venue;
   - collect deposits and ticket prices from guests;
   - issue receipts, tickets and confirmations to guests in the Venue’s name, in line with the fiscalisation rules;
   - refund guests when the Venue cancels a reservation, date or event (section 7);
   - give Stripe instructions on the Venue’s behalf concerning its funds, solely under the rules of these Terms (section 6).
2. **The Venue is the seller.** The guest’s contract for the table, entry and the on-site service (service, programme, security) is with the Venue. Held is not a party to it and is not liable for its performance. The guest’s receipt states that Held sells in the name of the Venue, with the Venue’s name and OIB.
3. When selling deposits and tickets, Held represents **only the Venue**, never the guest. For its own platform fee (section 4) Held acts in its own name.

4. Held may not change the Venue's prices, conditions or offer, except to remove content under section 11 or to correct an obvious technical error, with notice to the Venue.

3. The Venue's obligations

1. The Venue warrants that its company details (legal name, OIB, address, tax status and VAT rate on tickets), prices, table conditions, descriptions and photos are accurate, lawful and that it may use them. It updates company details without delay.
2. The Venue sets prices, deposits, table conditions and entry rules. Table conditions must be clear and fair to consumers; the Venue is answerable to the guest for them.
3. The Venue must honour every reservation and ticket sold through Held, credit the deposit as a spending voucher on the day of the reservation, and provide the service as described.
4. The Venue meets its own legal obligations: operating and event permits, safety, the ban on serving alcohol to minors, house rules, recording its turnover and taxes on its own sales. Held gives no tax or legal advice.
5. The Venue keeps its account credentials safe and is responsible for the people it gives access to (admins, door staff).
6. The Venue must set up a floor plan with tables before publishing its offer.

4. Fees

1. **The Venue pays Held no subscription, commission or platform fee.**
2. On top of the deposit or ticket price, Held charges the guest its own **platform fee** per person at the table or per ticket, in the amount shown to the guest before payment (on the date of this version, €1.25 per person / ticket). The fee belongs to Held and is not part of the amount owed to the Venue.
3. Held bears the card processing costs (Stripe). The Venue receives the full deposit and the full ticket price.
4. With every payout Held provides the Venue a document (e-invoice or statement) as tax rules require, showing the amounts collected, the fees and the payout. Such a document creates no payment obligation for the Venue: everything owed to Held has already been retained at collection (set-off).
5. Held may change the platform fee or introduce a fee for the Venue only with notice under section 15.

5. The Venue's Stripe account

1. To receive money, the Venue opens a Stripe Connect account through Held and accepts Stripe's terms (Stripe Connected Account Agreement). Payments are processed by Stripe Payments Europe, Limited, a licensed payment institution.
2. Guests' money is held by Stripe and its banks, not by Held. Held has no discretion over the Venue's money; it only gives Stripe the instructions agreed in advance in sections 6 to 8, which the Venue expressly authorises by these Terms.
3. The Venue gives Stripe and Held accurate details and a bank account and meets Stripe's requirements (identity checks). Until the Stripe account is active, payouts cannot be made.

6. The Venue’s money and payouts

1. **Every deposit and ticket price a guest pays belongs to the Venue.** Held records it as owed to the Venue, not as its own revenue.
2. The amount is transferred to the Venue’s Stripe account automatically, on the morning **after the date or event day has passed and once Stripe has released the guest’s payment** (Stripe normally releases each card payment 3 business days after it was made). Earlier transfer is not possible because refunds for Venue cancellations come out of these funds. For a multi-day event each day is transferred on its own, and a ticket valid for several days after its last day.
3. Payout from the Venue’s Stripe account to its bank account:
   - **a bar or hospitality venue**: Stripe pays out the balance once a week, on Fridays;
   - **a festival or event organiser**: every morning, right after the transfer, Held starts a payout of the whole balance, so the money normally arrives the first business day after the event.

   Banks carry out payouts started on a weekend or public holiday on the next business day.
4. The Venue sees collections, transfers and payouts in its admin (Payouts).
5. Held is not liable for delays caused by Stripe, banks or incomplete Venue details. No interest accrues on amounts before transfer.
6. **Withholding payouts.** If there are serious signs that the Venue’s business is at risk (e.g. a blocked bank account, pre-insolvency or insolvency proceedings, over-indebtedness), that an event sold will not take place as announced, or if the Venue does not settle a debt under sections 7 and 8, Held may temporarily suspend sales and all transfers and payouts to the Venue. During that time the money stays in Held’s or the Venue’s Stripe account and is used for refunds to buyers. Held gives the Venue the reason no later than when the suspension starts (in the admin, Payouts). When the reason ends, and in particular once the event has taken place, Held transfers and pays out everything as usual.

7. Cancellations and refunds

1. **The guest cancels or does not show:** the deposit and ticket price are not refunded (unless the Venue’s table conditions provide otherwise) and belong to the Venue. The platform fee is not refunded.
2. **The Venue cancels** a reservation, date, night or event: Held, in the Venue’s name, immediately refunds the guest the **full deposit or full ticket price** from the Venue’s funds not yet transferred. Cancelling one day of a multi-day event is refunded under the rules shown to the guest at purchase.
3. If the untransferred funds are not enough (e.g. the money was already paid out), the Venue reimburses Held the refund within 7 days of being asked, and Held may set it off against future transfers to the Venue.
4. The platform fee is not refunded when the Venue cancels. If Held nevertheless has to refund it to the guest because of the Venue’s cancellation (by decision of a court, an alternative dispute resolution body, an inspectorate or a card scheme), the Venue reimburses Held that amount.
5. The Venue is responsible for postponements and changes of programme, performer, schedule or location. If a guest is entitled to a refund because of them, section 7.2 applies.
6. **Cancellation after payout.** If the Venue cancels or materially changes (postpones, moves, changes the main programme of) an event, night or event day for which money has already been transferred or paid out, whether through Held or outside it, the Venue informs Held at once and, **no later than 7 days**

after the public announcement, pays Held the full price of the tickets and deposits sold for which buyers are entitled to a refund. Held refunds the buyers from that amount in the Venue's name.

8. Disputed payments (chargebacks)

1. If a guest disputes a payment with their bank, Held informs the Venue and defends the dispute with evidence (confirmation, conditions, entry data). The Venue provides the evidence it has within 5 days of being asked.
2. **The Venue bears** the risk of a disputed payment: the disputed amount (at most what the Venue received for that payment) and the dispute fee charged by Stripe. Stripe debits this from Held at once, so Held deducts it from the next transfer to the Venue. If there is no transfer to deduct it from within 14 days, Held sends the Venue an invoice payable within 7 days.
3. If Held wins the dispute, it returns the disputed amount to the Venue with the next transfer.
4. If the dispute arose from Held's error (e.g. a technical error in charging), Held bears the cost.
5. The platform fee in a disputed payment is not charged to the Venue; Held bears that loss.

9. Receipts and taxes

1. The Venue authorises Held to issue and fiscalise receipts and tickets to guests in the name and on behalf of the Venue, with the Venue's name and OIB, under the fiscalisation rules, and to provide the data needed for that.
2. The deposit is a spending voucher: on the day of the visit the Venue credits it on the guest's bill as an amount already paid (voucher), so the same amount is not charged twice.
3. The Venue sets the VAT rate of its tickets and is responsible for the tax treatment of its own sales. Held shows on tickets the rate the Venue entered.

10. Personal data

1. Held and the Venue are **independent controllers** of guests' personal data (GDPR). Held processes data to run the platform under its Privacy Policy; the Venue processes the data it receives to carry out the reservation or event.
2. Held gives the Venue only the data needed for the service: name, contact, party size, note, table, ticket and entry data.
3. The Venue uses that data only to carry out the reservation or event and for legal obligations, not for marketing without the guest's consent; keeps it secure, gives access only to staff who need it, and deletes it when no longer needed. It protects the devices its staff use to scan tickets with a passcode.
4. The parties inform each other without delay (at the latest within 48 hours) of a personal data breach and of a guest request that concerns the other party.

11. Content and removal

1. The Venue grants Held a non-exclusive, free right to show the Venue's content (name, logo, photos, descriptions, menus) on the platform and in promoting the Venue's offer for the term of the agreement. The Venue warrants it holds the rights to that content.

2. Held may remove or disable content that is unlawful, misleading, infringes third-party rights or these Terms, including after a third-party notice (Digital Services Act). It informs the Venue with reasons.
3. The platform, software and the Held mark, with all rights in them, belong to TEHNO GRUPA d.o.o.

12. Restriction, suspension and termination

1. Held may restrict or temporarily suspend the Venue's account or offer if:
   - the Venue breaches these Terms or the law;
   - there is a reasonable suspicion of fraud or payment abuse;
   - the Venue does not honour sold reservations or tickets, or has unusually many disputed payments or guest complaints;
   - company details are inaccurate or incomplete;
   - Stripe, a competent authority or the law requires it.

   We send reasons at the latest when the restriction takes effect (Art. 4 of Regulation (EU) 2019/1150). The Venue may respond and provide evidence; if the restriction was unjustified, we lift it immediately.
2. Held may terminate the agreement with **30 days'** notice by e-mail with reasons. Without notice only where the law or a competent authority requires it, or for repeated serious breaches or fraud.
3. The Venue may terminate at any time by written request to info@duxios.com.
4. On termination the Venue must honour reservations and tickets already sold, or cancel them with a full refund under section 7.2. Payouts and obligations under sections 6 to 8 continue until settled.

13. Display and ranking

Offers are shown by date, location and the guest's search. Held does not charge for better placement and gives no preference to Venues for payment. Held offers no competing offer of its own.

14. Business data

In its admin the Venue has access to all its reservations, sales, guests and payouts and can export them. Held uses aggregated, anonymised data to run and improve the platform and does not sell it. After termination we keep the Venue's data as long as the law requires (invoices 11 years) and delete or anonymise the rest.

15. Changes to these Terms

1. We announce changes by e-mail **at least 15 days before** they apply (longer if the Venue needs to make significant adjustments), with the new text.
2. A Venue that disagrees may terminate before the change applies. The Venue accepts the new version at its next sign-in; without accepting it cannot publish new offers.
3. A shorter period applies only where the law or a competent authority requires the change, or to address an immediate security threat or fraud.

16. Liability

1. Held is responsible for the proper working of the reservation, payment and transfer service. It does not guarantee uninterrupted availability (maintenance, third-party failures, force majeure).
2. Except for damage caused intentionally or by gross negligence, Held’s liability to the Venue is limited to the platform fees collected for that Venue in the last 12 months and excludes lost profit. This does not limit Held’s duty to transfer the Venue’s money.
3. The Venue is responsible for its service and content and holds Held harmless from claims by guests and third parties arising from the Venue’s service, content or breach of law.

17. Complaints

The Venue sends complaints to info@duxios.com. We reply in writing within 30 days at the latest. For mediation the parties may agree to use the Mediation Centre of the Croatian Chamber of Economy.

18. Term, law and jurisdiction

1. The agreement is for an indefinite term.
2. Croatian law applies. The competent court in Rijeka has jurisdiction.
3. If a provision is void, the rest stays in force and the void provision is replaced by a valid one closest to its purpose. The Venue may not assign the agreement without Held’s consent.
4. These Terms are drawn up in Croatian and English; if they differ, the Croatian text prevails.