



Participant & Registration Terms and Conditions

Registration Payment

Brighton Fringe Limited is a non-profit distributing charitable organisation set-up to run, promote and develop the annual Brighton Fringe. Registration forms must be completed and payments made in full by the deadline date of 19 January 2018 at midday. We reserve the right to withdraw from the brochure any listing or advertisement for which payment has not been made. Brighton Fringe reserves the right to retain any money made through ticket sales that is outstanding to Brighton Fringe.

Early Bird Discount

To apply for the Early Bird discount, your registration and payment must reach Brighton Fringe by 6pm on 8 December 2017. Any payments or registrations after this date will be charged at the standard applicable rate.

Late Payments, Failure to Pay

In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, Brighton Fringe reserves the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue which is 19 January 2018. Brighton Fringe reserves the right to remove any event not paid for. Brighton Fringe reserves the right to withhold any outstanding amounts owed to Brighton Fringe from the participant's settlement.

Charities and Educational Bodies

If you have registered your event or bought any advertising at the special rate for registered charities, we will require a valid charity number. We reserve the right to charge the full fee if a charity number cannot be provided or verified at the Charities Commission Website.

Registration Refunds

We will only offer a full refund if your event is cancelled before the registration deadline of 19 January 2018. In a rare case that a paid brochure listing doesn't feature in print, we will give a full refund of the registration fee. No compensation will be given for listings with incorrect information. We cannot be held responsible for loss of audience.

Proofing

Use the proofing opportunity during registration to ensure there are no mistakes in the information you are providing us. Not all mistakes can be rectified once the registration has been submitted. After the registration deadline Brighton Fringe will have all registrations professionally proofed for spelling and grammar. However it is still the responsibility of the participant to ensure this is correct at the point of registration.

Content Control

We reserve the right to edit any material supplied that may be considered offensive and risk legal action being brought against Brighton Fringe Limited. Brighton Fringe has not

had to do this yet, however we do reserve the right to correct the spelling and grammar of all information publicised.

Taste and Decency: Language on Publicity Marketing Material

When putting together your marketing material, Brighton Fringe ask that you consider the guidelines and advice of The Committees of Advertising Practice (CAP):

<https://www.cap.org.uk/Advice-Training-on-the-rules/Advice-Online-Database/Offence-General.aspx#.Ve2ZRCVVhHw>

Contacting Brighton Fringe

You will be provided with a direct email address and contact number for Brighton Fringe. Someone will be available to answer your questions every day of the festival and Monday – Friday outside of the festival. It is the responsibility of the participant to ensure Brighton Fringe is informed of any changes to your event details immediately. If you do not get a response to an email please call us.

Changes to Event Details

You must inform Brighton Fringe immediately of any necessary updates or changes to your event details. Once a registration has been finalised and paid for, you can make no further edits to your listing yourself, only Brighton Fringe can make changes to your listing on your behalf. A change request incurs a fee of £5 plus VAT, on completing a change request Brighton Fringe will notify you that the changes have been made and it is the responsibility of the participant to check that the relevant changes have been updated correctly, if there are any issues, contact us as soon as possible. Brighton Fringe is not responsible for changes it has not been informed about or any changes that have not been confirmed as correctly updated.

Brighton Fringe reserves the right to implement an administrative charge to any change requests received after you have submitted and paid for your registration. Brighton Fringe will endeavour to update any necessary changes correctly but cannot be held responsible for any mistakes for those changes made after a registration has been completed. No refunds will be made as a result of a change.

Cancellation of Registration

If you have to cancel your event before the deadline date of 19 January 2018, we will refund your registration fee. After this date no refunds will be made. Brighton Fringe will ensure that the website and Box Office are updated with any cancellation details.

Brighton Fringe will ensure that anyone who has purchased a ticket through the Brighton Fringe Box Office is refunded; any costs incurred will be passed on to the participant. For any events cancelled after the registration deadline date of 19 January 2018, Brighton Fringe reserves the right to impose an administrative charge of up to £21.25 plus VAT (per performance for ticketed events) or £6.25 plus VAT (per performance for free/non ticketed events). Cancellations with only 48 hours' notice or less will incur an additional late cancellation fee of £20 plus VAT. Brighton Fringe has the right to waive these fees depending on the circumstances that you provide.

Cancellations of performances due to low ticket sales will incur a charge per performance cancelled. Brighton Fringe support companies to maximise sales; please contact us at the earliest opportunity if you would like advice about promotion.

Event Timings

Brighton Fringe strongly advise that all performing companies communicate the correct duration, start and end time for all events.

Advertising Changes

While the Brighton Fringe office will endeavour to publicise any changes or cancellations to an event on the website, it is the responsibility of the participant to publicise the facts

as effectively as possible at the venue and anywhere else the event may have been publicised.

Press and Publicity

Distribution - Participants are responsible for their own additional publicity, including the distribution and displaying of flyers and posters. Make sure you include the Brighton Fringe logo on additional print (available to download from the website). Brighton Fringe does not guarantee an audience.

WARNING - Please note that fly-posting is illegal and any costs incurred by Brighton Fringe due to fly posting will be charged to the participant.

Flyering

Brighton and Hove City Council brought in a ban on street flyering in April 2008. You now require a license in order to do this. Brighton Fringe have coordinated free flyering passes for Brighton Fringe Participants with Brighton & Hove Council, enabling flyering throughout the festival in any areas of Brighton & Hove from 10am – 10pm, 7 days a week (usually from the last week of April, 2018 date TBC). All you need to do is include the Brighton Fringe logo on your flyers, this will act as your pass. Our full terms for flyering throughout Brighton Fringe 2018 will be confirmed in April 2018 and participants will be notified in newsletters, on our website and on social media. Failure to include the Brighton Fringe logo on your flyers may result in a fine from the council. Any costs incurred will not be the responsibility of Brighton Fringe.

Images

One event image to be used for both your web and brochure listing should be submitted to Brighton Fringe by midday on 19 January 2018, this can be uploaded through the registration area at the time of registering your event.

A guide to correct imaging is provided on the Brighton Fringe website.

Brighton Fringe is not responsible for the quality of images submitted by participants. Brighton Fringe has the right to refuse an image that is of poor quality, not to the required specifications, incorrectly labelled or deemed to be offensive. There is no compensation for failing to get images to us by the deadline.

Failure to submit a quality image before the deadline will result a default image for listings.

Press images can be added to your registration any time by logging in to the registration area and going to the 'Press' section of your event registration.

Advert images must be sent to the specified email address and labelled correctly to ensure they are published.

Where participants have failed to submit an image for the brochure or website a default image will appear. Participants must ensure they have read the terms and conditions for submitting images and advert artwork.

Press and Promotional Tickets

Brighton Fringe will allocate up to 4 complimentary tickets per event to the press on your behalf unless otherwise requested on the registration form. Workshops are exempt, and participants will be contacted and informed directly of any press interest. Multiple requests for tickets will be at the discretion of the participant. If we require tickets for other promotional offers we will contact you directly before doing so unless you have requested otherwise on the registration form.

Arts Industry Tickets

Brighton Fringe will allocate 1 complimentary ticket per event to industry professionals on your behalf unless otherwise requested on the registration form. Workshops are

exempt, and participants will be contacted and informed directly of any interest. Multiple requests for tickets will be at the discretion of the participant. If we require tickets for other promotional offers we will contact you directly before doing so unless you have requested otherwise on the registration form.

Box Office Information

It is the responsibility of the participant to provide Brighton Fringe with a contact for the person managing the sale of tickets for that event in the registration form. Brighton Fringe is only responsible for those tickets sold through the Brighton Fringe Box Office.

It is the responsibility of the participant to inform the Brighton Fringe Box Office of any seating plans, seating arrangements, allocated seating and restricted views at the point of registering and prior to the deadline date of 19 January 2018.

Fringe Ticket Allocation

Tickets allocated to the Brighton Fringe will be managed on a daily basis by Brighton Fringe. Participants have the right to contact Brighton Fringe to request a re-allocation of tickets where necessary. Brighton Fringe must be allocated a minimum of 30% of your total tickets available for each performance. The details provided must be correct at the point of registering and Brighton Fringe updated and informed immediately of any changes.

Ticket Refunds

Brighton Fringe is only responsible for the refund of tickets sold by them, the refund of all other tickets are the responsibility of the participant.

Ticket Sales Reports

A login is provided to each participant to allow you access to your ticket sales details 24 hours a day. These sales reports are limited to tickets sold through the Brighton Fringe ticketing system and will not necessarily include those sold directly through the venue. It is the responsibility of the registrant to ensure that customer reports are generated before the event in order to verify customer details on the door.

Commission and Settlement

Commission - Brighton Fringe will deduct a 6.5% commission (plus VAT) on all tickets sold through the Brighton Fringe Box Office and website, as well as any PRS payments (plus VAT) if applicable.

The commission is calculated on your gross sales (i.e. before tax is deducted). It is your responsibility to settle any VAT or tax liabilities as appropriate.

Brighton Fringe is legally obliged to withhold Foreign Entertainers Unit Tax if the appropriate FEU forms have not been completed by participants who are non-UK residents. Payments to foreign accounts will incur a bank transfer charge which will be deducted from your settlement. We reserve the right to withhold any outstanding amounts owed to the Brighton Fringe from the participant's settlement.

Settlements will be paid within six weeks of the festival ending. Payment will be made by BACS (or by cheque if requested) to the person or organisation detailed in the registration form. A final sales report with a summary of any deductions will be sent to the email address connected to the bank account details given for settlements. **If your event was registered by your venue, your money and statement will be sent directly to them unless otherwise specified. It is then your venue's responsibility to forward on your agreed settlement to you. Refer to your contract with your venue for their pay out date, please bear in mind that they may need some extra time to work out your final settlement which includes ticket sales through their own Box Office.**

Where ticket settlements have been paid out as requested, Brighton Fringe is not responsible for any payments due to third parties e.g. artists, performers, venues, external promoters or box offices.

Brighton Fringe is not responsible for late payments if insufficient bank details have been provided at the point of registration.

2-for-1 offers for Friends of Brighton Fringe

Brighton Fringe will automatically offer anyone that is a registered Friend of Brighton Fringe one complimentary ticket when purchasing another at full price for the performance dates specified (up to a limit of 2 pairs of tickets per customer) unless otherwise requested on the registration form. Concessionary rate tickets are not eligible for this offer.

Please note that Brighton Fringe is not responsible for the running of your event or sale of tickets through your own or the venue's Box Office. We are only responsible for the administration of ticket sales through the Brighton Fringe Box Office.

Additional Advertising

Payment is due on receipt of an invoice or on completion of the online registration form. We are unable to accept a cancellation after a signed agreement has been received and/or payment has been made. Due to variances in the print process we cannot guarantee a match of colours exactly and in respect of this any proofs supplied are a guide only. Brighton Fringe reserves the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue in accordance with the late payment of commercial debts (Interest) Act 1998. Brighton Fringe reserves the right to reject supplied advertising copy; this shall not be deemed in breach of contract but will require the advertiser or its agents to supply new copy. Once a booking has been made, it is the advertiser's responsibility to supply copy before the deadline of 19 January 2018. Any orders taken out after this date must be supplied immediately on receipt of an order form. An advertisement that cannot run because of late supply will be charged at the full rate. Brighton Fringe can accept no liability for any loss or damage caused by error or inaccuracy in the printing of omissions of any advertisement. Brighton Fringe owns the copyright on all advertisements written or designed by them or their agents. Any reproduction of any advertisement published in brochure is expressly forbidden.

Venues

It's the responsibility of the participant to communicate effectively on all levels with the venue.

PRS

Even if a venue holds a PRS licence, all participants are required to state upon completion of the registration form if copyrighted music will be used during their event. You will be required to pay a PRS fee for music royalties if your event uses any music still in copyright. Free or donations events do not need to pay PRS.

FEU

Any participant that is/or is employing artists, performers or production team members that are not UK residents must complete a Foreign Entertainers Unit tax form and inform Brighton Fringe of any tax to be paid out of ticket settlements. Withholding this information and failure to complete the forms will mean an automatic 20% deduction in settlement that will then be paid to FEU by Brighton Fringe on that participant's behalf. If your application to the HMRC arrives late and it turns out you are not liable to pay FEU tax you will need to contact the HMRC directly to claim the funds back.

Disputes

Disputes between parties outside of Brighton Fringe are not to be arbitrated by Brighton Fringe and its relevant services. Any disputes relative to Brighton Fringe will be dealt with in-house quickly and efficiently for all persons involved. Equity will be brought in to advise where necessary.

Completion of payment for registration indicates your acceptance of the Terms and Conditions above.

Where Brighton Fringe have done our best to ensure the information in our guides is accurate, laws and restrictions are subject to change and we cannot ensure absolute accuracy. If you are in any doubt about your legal obligations, please contact the relevant authorities or a legal advisor.