Eventotron guide for Participants

How the Box Office Works

At the point of registering your event, you will have informed us of:

- 1. The number of tickets available for each show
- 2. The number of tickets allocated to Brighton Fringe
- 3. The price of all tickets for your event, including if you have any additional pricing requirements
- 4. Whether your venue has Disabled Access (the venue may need to list this)

If you think you may not have informed us of any of the above, then please contact the Brighton Fringe Box Office immediately.

Brighton Fringe will sell tickets for your event(s) in the following ways:

- 1. Over the phone
- 2. At the counter
- 3. Online

Brighton Fringe Box Office opens on 16 February 2023, and tickets will be available to Silver, Gold and Platinum Friends of Brighton Fringe only, online and over the phone.

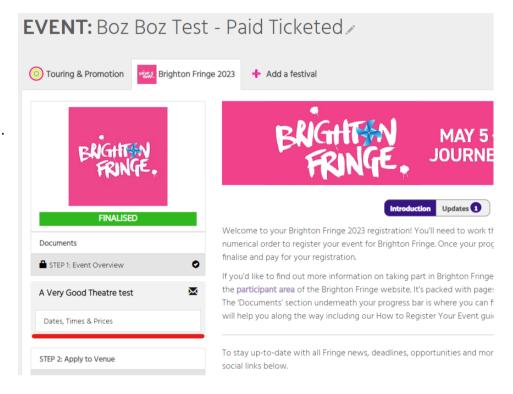
Tickets will go on-sale to the general public at the 17 February 2023.

You'll be able to access reports for your events from the release of general on-sale tickets, in the meantime you can access sales by following the below steps.

How to Check Ticket Sales

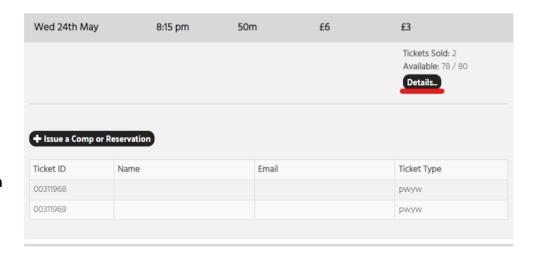
Once you're logged into Eventotron, you will need to select your event and also Brighton Fringe 2023 from the tabs. Here, you will see all the information for your event, as you are likely familiar with from your application.

To see ticket info, click on "Dates, Times & Prices" on the left side.



On this screen, you will be able to see all of your performances, along with the ticket information for each of them. If you click on **Details** you can see all the information for the tickets that you have sold.

You will see a list of all the tickets that you have sold, and most likely, these will all be blank. The fields will only populate if the customer opts in to have their information shared with you.

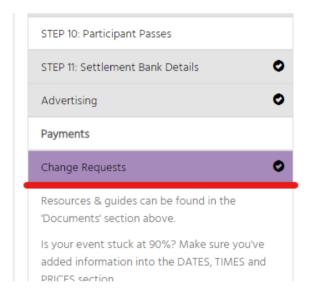


How to make a change request: changing ticket allocations, changing show information, and cancelling events

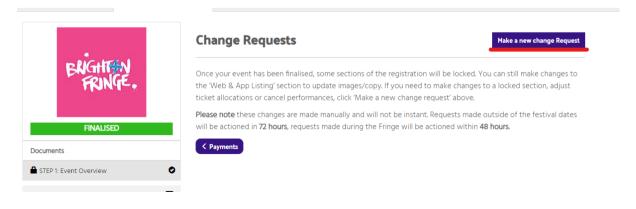
If any changes need to be made to your event(s), you won't be able to make this change from Eventotron yourself. Instead, you will need to make a formal change request for us to action.

<u>Note:</u> Any changes made will not be instant. They will need to be manually changed by us. The timeframes for us to action changes are within 72 hours outside of festival dates, and within 48 hours during the Fringe. If a change is particularly urgent and needs to be actioned earlier than these timeframes, then please email us at boxoffice@brightonfringe.org and we will do our best to help.

1. Once you have logged in, scroll down to the bottom on the left side and click on "change requests".



2. Click on "Make a New Change Request" in the top right.



You will then be presented with 3 options:

Cancellations

With this you can cancel any or all of your performances. Click on Cancellations, then select the performance(s) you'd like to cancel, then click Submit Request.

On the next screen, just confirm your selection, and the request will come through to us to action.

Please select the performances you wish to cancel.

Fri 19th May 18:00 - A Very Good Theatre test

Thu 25th May 18:00 - A Very Good Theatre test

Fri 26th May 18:00 - A Very Good Theatre test

Allocation Change

Here you can change the allocation of what tickets that the Brighton Fringe Box Office is able to sell. A minimum of 30% of your tickets per performance have to be sold via the Brighton Fringe Box Office, but you can adjust this if you would like to sell tickets elsewhere.

You can change the allocation by adjusting the sliders for each of the performances. This will be the number/ percentage of tickets that you allocate for the Brighton Fringe Box Office to sell.

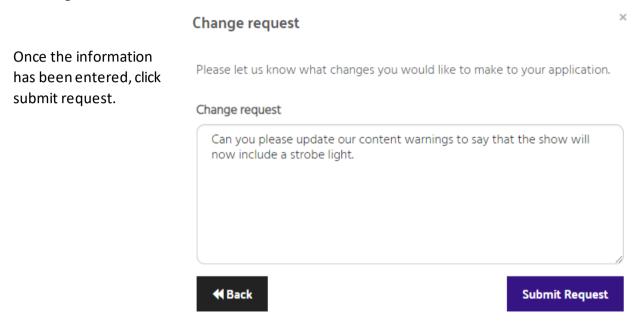
Then click Submit Request, and the next screen will confirm the changes that you have requested.

Change request	×
Enter the number of tickets to allocate for each performance or use the sliders to set by percentage.	;
Fri 19th May 18:00 - A Very Good Theatre test	
50 100%	
Thu 25th May 18:00 - A Very Good Theatre test	
Fri 26th May 18:00 - A Very Good Theatre test	
50 100%	
≪ Back Submit Request	

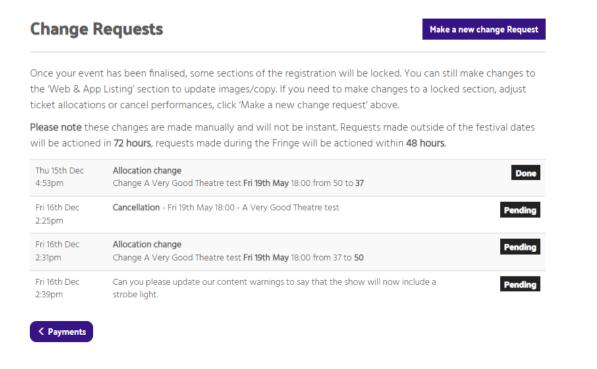
Detail Change

Some of the information on your show can be changed after being submitted and registered, such as the listing of the show, but some parts aren't. If there is a section you would like to change that is locked, you will need to submit a change request.

Once you click on detail change, you will need to enter the information that is required to be changed in the text field.



The status of all of your outstanding change requests can be found on the Change Request screen. Once completed, the indicator will say "**Done**".



A Note on Refunds

In short, all refunds are at the discretion of the participant. If a customer request a refund, we will only grant this on the permission of the participant.

The only exception to this, is if a customer has been misled by the information provided by the participant on the website. E.g. If the show was listed as being suitable for children, but contained stronger language, this would be grounds for us to grant the refund.

These will be reviewed on a case by case basis.

The refunds section of the terms and conditions has been reprinted below:

Brighton Fringe is only responsible for the refund of tickets sold through the Brighton Fringe Box Office, the refund of all other tickets are the responsibility of the participant. Brighton Fringe reserves the right to pass on any costs incurred when refunding tickets due to the provision of incorrect information or the non-provision of information by participants.

The Brighton Fringe ticket refund policy usually requires two working days advance notice from the ticket purchaser. Within two working days' hours of the event starts, refunds will only be granted with prior approval from the venue or participant and will be considered on a case-by-case basis. In the event that Brighton Fringe Box Office cannot contact the venue management or participant in time before the start of the event, or if there are no contact details available, then the Brighton Fringe Box Office reserves the right to use their own discretion when issuing refunds.

If a customer has a grievance and requests a refund after an event has finished, Brighton Fringe will pass the complaint to the venue management or participant who will make a decision on whether or not to offer a refund and instruct Brighton Fringe accordingly.

Participant Terms & Conditions

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

Updated: 16.12.22

Treatment of Brighton Fringe Staff and Participants

Brighton Fringe Ltd has a duty of care to its participants, staff, volunteers and contractors to ensure a safe working environment for all.

Both parties (Brighton Fringe Ltd. staff and participants) agree to adhere to the following:

Reports of mistreatment of Brighton Fringe staff or participants will be treated seriously and may lead to the cancellation of your event. In serious cases, you may be blacklisted and unable to return.

Complaints made against Brighton Fringe staff will follow our disciplinary procedure and will be escalated to the Brighton Fringe Board of Trustees.

Actions considered unacceptable include, but are not limited to:

Physical violence, abuse, written or spoken language that leads someone to feel afraid, written or oral language containing expletives, hate speech, defamatory statements, inflammatory allegations, unwanted physical attention, sexual harassment, unreasonably persistent communications, unreasonable time scale demands.

Brighton Fringe Communications

Brighton Fringe Ltd and its staff endeavour to reply to email and telephone communications from participants within two working days.

Registration Fees

Your registration fee contributes towards the services Brighton Fringe Ltd. provides to administer the festival. This includes:

- The operations of the Brighton Fringe box office to sell your tickets and support participants.
- The operations of Brighton Fringe and its departments: finance, development (sponsorship and partnerships), participants services, Fringe Academy, marketing and year-round support.
- The official website of Brighton Fringe <u>www.brightonfringe.org</u>
- Out-of-home advertising, including the erection of poster boards on New Road and billboards across the city.
- Events run by Brighton Fringe.

- The implementation of ticket offers, including 2-for-1 Friends and Participant Discount which you can opt into at registration.
- Sponsored social media campaigns promoting Brighton Fringe on both Facebook and Instagram.
- One official Brighton Fringe photographer and videographer to create content to raise the festival's profile.

Please note, there will be no official Brighton Fringe brochure for 2023.

Insurance

All Brighton Fringe events must have Public Liability Insurance (PLI) for Brighton Fringe 2023 and be able to provide proof of PLI (Insurance Company name plus Policy Number) by 1 May 2023.

Proofing

Please check all copy for your event details to ensure there are no mistakes in the information you are providing us. It is your responsibility to ensure this is correct at the point of registration.

Content Control

Brighton Fringe reserves the right to edit any material supplied that we consider, at our sole discretion, to be offensive, defamatory and/or risk any criminal or civil action being brought against Brighton Fringe Ltd.

Brighton Fringe Ltd. stands for diversity, inclusion and equality. If we consider, in our sole discretion, the content of any event to discriminate against any of the protected characteristics as outlined in the Equality Act 2010, we reserve the right to remove the event from our programme and refund the registration fee. If this occurs, you will have the right to appeal our decision with the Brighton Fringe Board of Trustees. Their decision will be final and binding.

Copyright

You are responsible for obtaining the proper and relevant rights and permissions to perform or adapt work that is under copyright from the author, literary agent or publisher of the work. These details can usually be found on the inside cover or first pages of the script. Make sure that you have informed the relevant contacts if this applies to your event. Brighton Fringe Ltd. is not liable for any breaches of copyright and reserves the right to withdraw any event from the programme that does not have the right permissions to perform or display said work.

Taste and Decency: Language on Publicity Marketing Material

When putting together your marketing material, Brighton Fringe asks that participants consider the guidelines and advice of <u>The Committees of Advertising Practice (CAP)</u>.

GDPR

Brighton Fringe will use details provided in Eventotron to contact you with information relevant to performing at Brighton Fringe. To opt-out of this, please email takepart@brightonfringe.org.

For more information, see: https://www.brightonfringe.org/privacy-policy/

Advertising changes

While Brighton Fringe endeavours to publicise any changes or cancellations to an event on the Brighton Fringe website, it is the responsibility of the participant to make any changes known as quickly as possible at the venue and anywhere else the event may have been published. Brighton Fringe Ltd. requires at least **two working days'** notice to guarantee any changes will be published in advance of the event. Within two working days, Brighton Fringe Ltd. cannot guarantee updates will be processed.

Press and Publicity

Brighton Fringe does not guarantee an audience. Participants are responsible for their own additional publicity and press, including press releases and the design, production, distribution and display of flyers, posters and any online advertising. Make sure you include the Brighton Fringe logo on all publicity (available to download from the Brighton Fringe website).

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

Flyering - Updated 16.12.22

Following discussions with Brighton & Hove City Council, all Brighton Fringe participants and venues will be permitted to flyer in the city centre, from 1 April 2023 until 4 June 2023, as long as your flyer contains a Brighton Fringe logo. The logo, and more information about flyering, can be found here: https://www.brightonfringe.org/fringe-info/flyering/

To see more information on flyering and to view the area your Brighton Fringe logo now permits you to flyer, visit Brighton and Hove City Council website.

Images

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.

You are responsible for obtaining the proper and relevant rights and permissions of any images used in your registration and event listing. Any disputed images will be requested to be removed unless proof of ownership is produced. In cases where ownership cannot be proved, images may be removed by Brighton Fringe Ltd.. Brighton Fringe Ltd. is not liable for any breaches of copyright and any fines or charges will be passed onto the participant.

Press and Promotional Tickets

Brighton Fringe Ltd. will allocate up to four complimentary tickets per session to the press on the participant's behalf unless otherwise requested on the registration form. 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 Ltd. will allocate one complimentary ticket per arts industry professional per event on your behalf unless otherwise requested on the registration form. Multiple requests for tickets will be at the discretion of the participant.

Personal Assistant Tickets

Brighton Fringe Ltd. will issue one complimentary ticket to the assistants of disabled (both visible and non-visible) customers who would otherwise be unable to attend an event.

Box Office Information

It is the responsibility of the participant to provide Brighton Fringe Ltd. with a contact for the person managing the sale of tickets for their event(s) in Eventotron. Brighton Fringe is only responsible for those tickets sold through the Brighton Fringe Box Office.

Audience Seating

It is the responsibility of the participant and venue to inform the Brighton Fringe Box Office of any seating plans, seating arrangements, allocated seating and restricted views at the point of registering. Brighton Fringe cannot be held responsible for any errors due to the provision of incorrect information, or the non-provision of information, by participants or venues.

Brighton Fringe Ticket Allocation

Tickets allocated to 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, the Brighton Fringe box office requires a minimum of **two working days' notice** to make these changes.

Brighton Fringe must be allocated a minimum of 30% of the total tickets available for each performance. The details provided must be correct at the point of registering and Brighton Fringe must be informed immediately of any changes.

Ticket Refunds

Brighton Fringe is only responsible for the refund of tickets sold through the Brighton Fringe Box Office, the refund of all other tickets are the responsibility of the participant. Brighton Fringe reserves the right to pass on any costs incurred when refunding tickets due to the provision of incorrect information or the non-provision of information by participants.

The Brighton Fringe ticket refund policy usually requires two working days advance notice from the ticket purchaser. Within two working days' hours of the event starts, refunds will

only be granted with prior approval from the venue or participant and will be considered on a case-by-case basis. In the event that Brighton Fringe Box Office cannot contact the venue management or participant in time before the start of the event, or if there are no contact details available, then the Brighton Fringe Box Office reserves the right to use their own discretion when issuing refunds.

If a customer has a grievance and requests a refund after an event has finished, Brighton Fringe will pass the complaint to the venue management or participant who will make a decision on whether or not to offer a refund and instruct Brighton Fringe accordingly.

Ticket Sales Report

A login to the online box office account is provided to each company to allow the participant access to 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 participant to ensure that customer reports are generated before the event in order to verify customer details on the door.

Commission and Settlement

Brighton Fringe will deduct a 6.5% commission (ex. VAT) on all tickets sold through the Brighton Fringe Box Office and website, as well as any PPL PRS (Phonographic Performance Limited/The Performing Right Society) 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. The rate of VAT on commission is 20%.

Brighton Fringe may be obliged to withhold Foreign Entertainers Unit Tax for companies with one or more non-UK performers. See the FEU section below for more info.

Payments to foreign accounts will incur a bank transfer charge which will be deducted from your settlement.

Settlements will be paid within six weeks of the festival ending. Payment will be made (by BACS to UK accounts and <u>Wise</u> to international accounts) to the person or organisation detailed in the event registration form. This may take up to three working days to reach your account. A final sales report with a summary of any deductions will be made available to you via Eventotron. If your event was registered by your venue, your settlement and statement will be sent directly to them unless otherwise specified. It is then your venue's responsibility to forward your agreed settlement to you. Refer to your contract with your venue for their payout date, please bear in mind that they will 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 incorrect bank details have been provided at the point of registration.

Venues

It is the responsibility of the participant to communicate effectively with their venue. Participants should ensure they are clear on the financial agreement with the venue before taking part in Brighton Fringe and be in receipt of a written contract agreeing to the financial and all other arrangements.

PPL PRS (Phonographic Performance Limited/The Performing Right Society)

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 and PPL fee for music royalties if your event uses any music that is still in copyright. Free or donation events do not need to pay PRS or PPL. In the event of failure to supply information in regard to music usage, it will be assumed that copyrighted music was used throughout the duration of the performance and deductions will be made accordingly. PRS PPL fees are deducted at settlement. Information on music usage should be provided to Brighton Fringe via Eventotron by Tuesday 17 May 2023. Any late supply of information may result in the full fees being deducted.

FEU

Any participant that is not a UK resident, or is employing artists or performers that are not UK residents, must complete a <u>Foreign Entertainers Unit tax form</u> 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 the 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. Brighton Fringe is not liable for any incorrect FEU payments made as a result of a lack of, incomplete or incorrect information provided by the participant.

Registration Payment

Registration must be completed and payments made in full via Eventotron before tickets can go on sale. Brighton Fringe reserves the right to retain any money made through ticket sales that is outstanding to Brighton Fringe.

Additional Marketing Payment

Payments for any additional marketing purchases must be made in full via Eventotron before said marketing is issued. If payments are not settled by the issue date for items including (but not limited to) lamppost boards, posters or email marketing your order will be cancelled and any partial payments will not be refunded.

Registration fee refunds in the event of cancellation

If a registered event is cancelled after the nominated registration deadlines of 17:00 on 25 November 2022, and 17.00 on 7 February 2023, no registration fee refunds will be made by Brighton Fringe.

If an event is cancelled before the registration deadlines of 17:00 on 25 November 2022, 17:00 or on 7 February 2023, or if an event is cancelled due to extreme unexpected circumstances (natural disaster, war, civil unrest), participants are eligible for a refund of 100% of their registration fee paid. Participants should request this by emailing takepart@brightonfringe.org.

There will be no additional cancellation fees at Brighton Fringe 2023.

Registration fee refunds in event of Festival cancellation or curtailment

If any in-person events of Brighton Fringe need to be cancelled due to a declaration of war, disease epidemic including COVID-19, natural disaster events that fall under the legal term, "Act of God", or a period of national mourning, the festival will go ahead digitally where possible and participants with in-person events will be given the option to transfer to digital and receive a refund of the difference between the in-person and digital registration fees.

In case of such cancellation or curtailment, or of a full festival cancellation or curtailment of all events, participants will also be given the chance to postpone their registration to 2024 for no additional charge. In the case of a full cancellation or curtailment, or in the case of participants with in-person events not wanting to transfer to digital or to 2024, participants will receive a 70% refund on their registration with 30% going towards Brighton Fringe Ltd. to cover costs incurred.

Disputes

Disputes between parties outside of Brighton Fringe shall not be arbitrated by Brighton Fringe Ltd.

If a dispute arises between a Brighton Fringe participant and their Brighton Fringe venue or any other Brighton Fringe stakeholder, Brighton Fringe Ltd and its Board of Trustees will endeavour to arbitrate.

You should contact us as soon as possible so we can help to resolve the issue quickly. If arbitration is unsuccessful, Brighton Fringe will recommend other courses of action including, but not limited, to Citizens Advice, Small Claims Court or independent legal advice.

Contacting Brighton Fringe

The Participant Services Team can be contacted by emailing takepart@brightonfringe.org or calling 01273 764907. The Participant Services office hours are 09:30-17:30, Monday – Friday outside of festival dates, and seven days a week 10.00 - 17.00 during the festival.

Complaints Procedure

To report any complaints, please email takepart@brightonfringe.org, call us on 01273 764907 or write to us at Brighton Fringe, Yacht Werks, 28-29 Richmond PI, Brighton BN2 9NA. Please see brightonfringe.org/policies/ for our full complaints procedure.