



## 2022 Adelaide Fringe Venue Agreement

This agreement sets out the terms on which the Venue (**'you'**) will be registered with Adelaide Fringe Incorporated (ABN 71 660 859 461) (**'us, our or we'**) to participate as a Venue in the 2022 Adelaide Fringe, participation is dependent on negotiations with the Artists (**'artist, registered event and or hirer'**) or Event (**'performance, exhibition, presentation'**) in the Venue.

### 1. Definitions

In this agreement, unless the context otherwise requires:

- 1.1 **AVR** means the Adelaide Fringe Artists & Venue Registration portal at <https://avr.adelaidefringe.com.au>.
- 1.2 **Content** means content you provide in connection with you and your Event, including any related images, audio or visuals, any information in relation to the registration, and any other information, materials or other items.
- 1.3 **Artist** means a party that registers an event and takes part in Fringe
- 1.4 **Venue** means a party who registers a venue for Fringe and is responsible for the management of a venue that contains one or more registered Adelaide Fringe events
- 1.5 **Ticket** means a paper or digital proof of purchase to an event.
- 1.6 **Digital Event** means any filmed or pre-recorded Event that is intended to be viewed on the Adelaide Fringe website or using a video viewing or streaming service or provider.
- 1.7 **Virtual Event** means any Event that is listed for Honey Pot event finder only.
- 1.8 **Event** means your event, concert, production or performance, and includes a Digital or Virtual Event, unless stated otherwise through this agreement.
- 1.9 **Intellectual Property** means any intellectual property rights whatsoever, whether registered or not, whether arising now or in the future, on any legal basis and in any jurisdiction, including rights in relation to copyright, patents, inventions, trademark, design, trade secrets, know how, goodwill, reputation and confidential information.
- 1.10 **Liability** means any liability, loss, damage, claim, action, cost, charge or expense (including legal fees) of any kind whatsoever.
- 1.11 **LPA Guidelines** means the Live Performance Australia Industry Ticketing Code of Practice.

### 2. By registering as an accredited Fringe Venue for the 2022 Adelaide Fringe you acknowledge and agree:

- 2.1 To include the Adelaide Fringe logo, website and ticketing information (link) on all promotional material (including web and social media) created for your venue and events within your venue as per the **Adelaide Fringe Artist and Venues Style Guide** available through AVR.

# ADELAIDE FRINGE

- 2.2 To recognise BankSA as the Principal Partner of the Adelaide Fringe and not seek or accept sponsorship from any other financial service provider for the duration of the Adelaide Fringe. This includes any bank, lender, insurance agency or broker of any form. If you do have existing and ongoing sponsorship with a financial service provider, you agree to not display any logos or make reference to that sponsorship on marketing materials directly related to your Adelaide Fringe season.
- 2.3 To provide the highest possible standard of service to artists, hirers and audiences at your Venue as outlined in the [Adelaide Fringe Code of Conduct](#).
- 2.4 To recognise that Adelaide Fringe has official beverage partners and you agree to Adelaide Fringe giving your contact details to those beverage partners who may be in contact with you to discuss promotional opportunities;
- 2.5 That Adelaide Fringe will make available to Councils and Government authorities your venues contact details and information for their own regulations and compliance requirements;
- 2.6 To Adelaide Fringe giving your contact details to Adelaide Fringe's media partners who may be in contact with you for marketing and publicity opportunities;
- 2.7 To Adelaide Fringe giving your contact details to Adelaide Fringe's Principal Partner BankSA, who may be in contact with you to discuss business opportunities.
- 2.8 To Adelaide Fringe sending Official Adelaide Fringe Photographer to capture videography or photography content at your venue. Photographers will appear with a Media / Photography ticket to registered Fringe events.
- 2.9 To not hold the Adelaide Fringe liable for any action, claims, liability or loss in respect of your participation in the Adelaide Fringe; unless action, claims, liability or loss is a direct consequence of the action, inaction or negligence of Adelaide Fringe.
- 2.10 To not do or allow to be done anything that in the reasonable opinion of Adelaide Fringe is likely to detract from Adelaide Fringe's reputation; and
- 2.11 To provide Adelaide Fringe with detailed attendance figures, including door sales or estimated attendance on free events at your Venue at the close of the 2022 Adelaide Fringe.

### 3. Ticketing

- 3.1 FringeTIX will sell to doors for all performances unless prior arrangements have been made.
- 3.2 All ticket sales for Adelaide Fringe registered events within the Venue must be made through FringeTIX Box Offices, [www.adelaidefringe.com.au](http://www.adelaidefringe.com.au) and the FringeTIX Call Centre. As a condition of your registration and participation in Adelaide Fringe, use of other ticketing agents or booking systems for online, phone and outlet sales is not permitted, unless prior arrangements have been made. Please contact us prior to registering your Venue if you consider this policy may conflict with an existing contractual obligation. In order to ensure contact tracing requirements are being met, tickets to all events will be available through FringeTIX until the start of the performance time. Tickets will be purchasable online and through the FringeTIX Box Offices and Call Centre. If this needs to be amended for any reason, please get in contact with [ticketing@adelaidefringe.com.au](mailto:ticketing@adelaidefringe.com.au).

# \* ADELAIDE \* FRINGE \*

- 3.3 The venue and/or event will be responsible for pulling their own Seat Listing with Access Requirement report (previously been named Customer Door List) through the ManageMyTix portal. The event or venue can schedule this report to be sent ahead of time using the scheduling function through ManageMyTix. The event and the venue are responsible for the setup of this schedule.
- 3.4 Due to FringeTIX selling to performance start time the venue/event will need to remain vigilant about capacity if door sales are conducted.
- 3.5 If tickets are taken off sale through FringeTIX before the performance start time, as prior arrangement with FringeTIX;
  - 3.5.1 Adelaide Fringe through FringeTIX, will cease all sales of tickets to that session; and
  - 3.5.2 You or your representative will need to download a copy of the FringeTIX Seat Listing with Access Requirement report, or Full Sales report. This details tickets sold, associated customer names and outlines the number of tickets available for sale at the door of that session (Door Sales) current to that time.
  - 3.5.3 Door Sales within the off sale period must be recorded and reported back to Adelaide Fringe, no later than 15 days after the conclusion of the 2022 Adelaide Fringe season.
  - 3.5.4 For tickets you sell through your venue's on-site box office, Adelaide Fringe will not receive any revenue and therefore those tickets will be your sole responsibility. This includes any reallocation or refunds which may be required, it is the responsibility of you and your Venue to negotiate a process of reconciliation and accounting to ensure accurate door sales are managed. Adelaide Fringe is not liable for a loss of income where doors sales are not accounted for.
- 3.6 You understand to withhold tickets from sale until the FringeTIX on sale date if you have a split allocation ticketing agreement with Adelaide Fringe.
- 3.7 You understand to have a fixed address for your venue location by 3 November 2021. If you wish to register a venue without a known fixed address you agree that Adelaide Fringe reserves the right to withdraw this venue from the program if a known fixed address is not provided by 4 November 2020.
- 3.8 Adelaide Fringe will continue to implement e-ticketing as a delivery method option for customers at FringeTIX point of sale including online, Box Office and phone sales in 2022. You will need to work alongside your artists to ensure customers are admitted either by implementing scanning functionality, or by the use of a manual door list downloaded from the Red61 Reporting Suite. You can find out more about e-ticking in AVR.
- 3.9 Adelaide Fringe will not sell tickets to an event within a venue without a known fixed address, and or a venue that is not compliant with Local Council regulations and Australian safety standards.
- 3.10 In the case of a venue or space change after 4 November 2020, the new and old venue will display on your web listing. This is applicable in all cases, including presenter choice, or a venue change. You accept that a venue or space change will take a minimum of three business days to present correctly online. In the case of a venue/space/time change, all ticket holders are eligible for a full refund prior to the Event.

## 4. Content

- 4.1 You agree to keep your registered information, specifications and details of your Venue up-to-date with Adelaide Fringe: inclusive of ensuring accurate information regarding venue accessibility, and any changes are notified immediately
- 4.2 All shows publicised as Adelaide Fringe events within the venue must be registered with Adelaide Fringe;
- 4.3 Your venue will not promote, or events programmed within your venue will not contain, any content that:
  - 4.3.1 is liable to insult, humiliate, intimidate, ridicule, or promote or incite hatred based on age, ethnicity, nationality, race, gender, sexuality, religion, disability or any particular community or persons;
  - 4.3.2 or that constitutes or encourages conduct that would be considered a criminal offence;
  - 4.3.3 or that is liable to be considered defamatory language
  - 4.3.4 or that is detrimental to or likely to cause damage to Adelaide Fringe Inc.
- 4.4 You understand that on occasion, some work in our programs may be considered extreme and may be deemed unacceptable by the values of our community, if an event is deemed unacceptable, we will remove it from sale and from the Adelaide Fringe program however the event may decide to continue outside of Adelaide Fringe.
- 4.5 While every individual has the right to expression and Adelaide Fringe offers an open access environment, the intent of some messages and expressions may not suit our public platform, we work to ensure the safety of all our participants and our community participating in Adelaide Fringe (see [Limitations on Freedom of Expression](#)).

## 5. The Department of Human Services has advised Adelaide Fringe that artists and venues delivering programs to children and/or young people are required to submit a Child Safe Environment lodgement if they deliver programs partly or wholly to children and young people.

- 5.1 With the introduction of this legislation, venues that provide services to children and young people are required to submit a child safe environments compliance statement. DHS are offering to assist determining if a venue does need to submit a Child Safe Environment lodgement and offers content on the web page to assist with the lodgement. <http://www.dhs.sa.gov.au/cse>

## 6. Termination

- 6.1 Adelaide Fringe may terminate your accreditation as a Fringe venue if Adelaide Fringe determines that you are not compliant with the 2022 Adelaide Fringe Venue Agreement.
- 6.2 If Adelaide Fringe terminates your right to be an accredited Adelaide Fringe venue you must:
  - 6.2.1 Stop representing that you are an accredited Adelaide Fringe venue;



- 6.2.2 Remove from display any reference that your Venue is an accredited Adelaide Fringe Venue;
- 6.3 If Adelaide Fringe terminates your right to be an accredited Venue, Adelaide Fringe reserves the right to:
  - 6.3.1 Remove any reference that your Venue is an accredited Adelaide Fringe Venue on both the Adelaide Fringe website and phone applications or any other material published or otherwise made available by Adelaide Fringe;
  - 6.3.2 Inform relevant parties, including artists, of your non-compliance with the Venue Agreement and;
  - 6.3.3 Preclude you from receiving benefits of being an accredited Adelaide Fringe Venue
- 7. Code of Conduct
  - 7.1 As an accredited Adelaide Fringe Venue you are expected to abide by the following code of conduct:
    - 7.1.1 Keep Adelaide Fringe informed of any major issues with the artist/hirer in your venue which may impact on the brand or reputation of Adelaide Fringe or your Venue;
    - 7.1.2 Issue the artist/hirer in your Venue with a written hire contract that clearly outlines their financial obligations, payment schedules and what your Venue is providing the artist/hirer;
    - 7.1.3 Forward any monies owed to the artist/hirer in your Venue within the agreed timeline outlined in the hire contract unless alternative arrangements are made in writing;
    - 7.1.4 Supply daily door sale reconciliations of sales made in the box office at the door of your venue to the artist in writing, alternatively Adelaide Fringe can supply a Red61 ticketing option at the venue box office to accommodate door sales through FringeTIX should the demand for door sales at your venue require it, please contact Adelaide Fringe should this be of interest;
    - 7.1.5 Read and fully understand and comply by the Live Performance Australia (LPA) Ticketing Code of Practice for all income generated through tickets sold at the door or sales outside of FringeTIX. Find out more about the code [HERE](#).
    - 7.1.6 Comply with all applicable licensing, safety, employment and WHS legislation;
    - 7.1.7 You and all staff are responsible for promoting the safety and well-being of children, complying with all relevant legislation and obtaining all applicable consents, permits and permissions, including Working with Children Checks as laid out in the [Adelaide Fringe Code of Practice](#).
    - 7.1.8 Aim to provide the highest level of accessibility for people with disability to your Venue; and
    - 7.1.9 Aim to achieve the highest level of sustainable environmental practices within your Venue.



## 8. Settlement

- 8.1 Adelaide Fringe does not facilitate any agreements, negotiations or hire arrangements directly, all financial negotiations or otherwise are between the Artist and Venue only, not Adelaide Fringe. In the unlikely circumstance that disputes and grievances are not able to be resolved between the Venue and the Artist or Hirer then Adelaide Fringe will offer advice and support only.
- 8.2 At time of settlement Adelaide Fringe will pay nominated percentages (or other amount) individually to each party (artists or venue) after the event's season has ended. Please be aware that if total settlement is made to the venue or artist Adelaide Fringe is not liable for any fees or payments not made. It is recommended that you discuss split settlement with your artists / events to come to an agreement. Split settlements will only be made when an agreement is made in the AVR and both parties (artist and venues) are in agreeance. Any negotiations supplied outside of the AVR are not binding under these settlement terms. Adelaide Fringe reserves the right to insist on split settlements if necessary.
- 8.3 Adelaide Fringe will not deduct any money owed to either party (Artist or Venue) unless entered into AVR and agreed upon by both parties prior to the end of the event season.
- 8.4 Adelaide Fringe will endeavour to settle all funds within twenty (20) business days (Monday-Friday) of the final session of each event OR from the date the split settlement is agreed upon by both venue and artist in AVR, whichever is latest; OR 40 days from the final session in line with point two below
  - 8.4.1 You recognise that you must agree on the settlement split in AVR in order for settlement to proceed. You understand that you can propose changes but they must be approved by the artist and signed off in AVR by both parties.
  - 8.4.2 If the split settlement has not been agreed upon within 20 business days Adelaide Fringe will proceed with the proposed settlement in AVR.
- 8.5 Adelaide Fringe will pay the settlement according to the bank account details supplied by the Artists or Venue in AVR. Should these details change it is the responsibility of the Artist or Venue to update these details prior to the commencement of Adelaide Fringe 2022.
- 8.6 You understand you are responsible for any fees associated with the provision of incorrect bank details.
- 8.7 You understand that you have the opportunity to upload contracts, agreements, hire arrangements etc. into AVR, however Adelaide Fringe takes no responsibility to uphold these agreements or follow up with settlement splits as per the contract unless otherwise filled out in the settlement section of AVR. These documents are a reference for Adelaide Fringe only.

## 9. Venue Safety:

- 9.1 Adelaide Fringe is dedicated to providing a safe, inclusive, harassment-free experience for all involved regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, or religion. By taking part in the festival you understand that you treat all staff and participants involved in Adelaide Fringe with respect, dignity and consideration. The standards expected of you include, but are not limited to:

- 9.1.1 Honesty, dignity, respect, fairness and a courteous manner in all dealings with Adelaide Fringe staff, participants, suppliers, management and the general public;
- 9.1.2 Responsiveness, openness, honesty and courtesy when responding to a contradictory opinion by rationally debating rather than by vilification, coercion, bullying or intimidating behaviour;
- 9.1.3 Taking an active role in the promotion of an environment free from harassment and discrimination according to federal and state legislation and Adelaide Fringe Inc. policy;
- 9.1.4 Ensuring your language, behaviour and conduct is acceptable at all times and is not discriminatory or abusive, nor does it cause harm, discomfort, humiliation or offence to others;
- 9.1.5 Failure to act in accordance with the AF Code of Practice as stipulated above, may result in the cancellation of your Event and exclusion from participating within the festival in future.
- 9.2 Any venue who is promoting themselves as a facility with rigging or aerial supports must have the venue assessed by the appropriate licensed personnel, who are competent to identify and control risks associated with rigging in compliance with [SafeWorkSA code of practice](#).
- 9.3 Appropriate assessment by qualified personnel e.g. Licence to Perform High Risk conducted by an intermediate Rigger must be obtained before the event commences.
- 9.4 Venue must be able to supply to Adelaide Fringe a venue specific Risk Assessment upon request;
- 9.5 Each event must have Artist and Venue representatives agree on the technical specifications of the event prior to Adelaide Fringe season commencing.
- 9.6 Venues must have their essential safety provisions such as fire hydrants, fire hose reels, fire extinguishers, exit signs and emergency lighting etc. in place and operating in accordance with SA building fire safety regulations prior to any performance. Failure to comply may result in the closing of the venue.
- 9.7 You understand that the persons managing the Venue are responsible for the;
  - 9.7.1 Safety of the visiting companies, artists and general public, and
  - 9.7.2 Negotiating minimum wage salaries with all contracted staff, as provided by Fair Work Australia and LPA Guidelines, and
  - 9.7.3 Submission of a Development Application and the payment of the appropriate fees for any required Development Approval where the use of the building changes to accommodate your act, and
  - 9.7.4 Payment of all applicable insurances for your Venue including any public liability insurance, and will supply Adelaide Fringe with relevant insurance certification upon request.



## 10. COVID-19

- 10.1 In regards to COVID-19, you understand that you must comply with all recommended government health practices/regulations and crowd restrictions as advised by [SA Health](#) and [The South Australian Government](#) where applicable. Including but not limited to:
- 10.1.1 Entertainment performances may be held as long as they adhere to maximum occupancy and density requirements.
  - 10.1.2 Performers at live venues should comply with physical distancing principles and should separate themselves from the public where possible.
  - 10.1.3 Venues must make and retain contact tracing records for members of the public attending entertainment performances
    - Businesses should review or develop a COVID-19 business continuity plan to help reduce the impact of COVID-19 on your business – more information [SA Health – Information for Business and Industry](#)
  - 10.1.4 Adelaide Fringe will continue to update information in [AVR Resources](#) as soon as information and updates become available.
- 10.2 You understand that you, along with the Presenters hosting events at your venue are solely responsible for managing the capacities in line with current COVID restrictions. You must advise FringeTIX of the current sellable and total possible (100%) capacity in advance of Full Program launch. If there are any changes to your total allowable capacity, you must communicate this in writing to FringeTIX. Adelaide Fringe will not be held liable for incorrect capacity information as entered into your AVR, including loss of ticket sales and income, nor will Adelaide Fringe be held accountable for any breach of SA Health regulations by you or the presenters in your venue.
- 10.3 Venues must have either a [COVID-Safe Plan](#) or [COVID Management Plan](#) in place, approved by SA Health, in order to take part in Adelaide Fringe 2022.
- 10.4 In the event of a Coronavirus (COVID-19) related government closure, ticket holders will be contacted via email and presented with options to remedy the cancellation. Ticket holders will have 28 days to respond to us, indicating which option they select. If a patron chooses to donate the ticket money (or portion of) to the cancelled event, Adelaide Fringe will endeavour to remit to you the balance of the Revenue, as per the agreed split settlement in AVR (see 8.3 in the AVR) within 20 business days following the 28 day customer response window. A customer's failure to notify us of their selection within 28 days of the email being sent will infer that they select to donate the full ticket amount to the artist and/or venue as per the agreed split settlement agreed upon in AVR.
- 10.5 You acknowledge in alignment with LPA guidelines in the event a ticket holder is required by Government regulation to self-isolate, ticket holders may be entitled to a remedy if:





- 10.5.1 Ticket holders have contacted FringeTIX® no later than 6 hours prior to their performance start time and a discussion has occurred in regards to their ticketing options.
- 10.5.2 Proof of mandatory isolation is provided if requested by FringeTIX® no later than 6 hours prior the performance start time

## 11. Privacy Policy

11.1 Adelaide Fringe is committed to protecting the privacy of its artists, employees, prospective employees, venues and the general public. In order to provide effective service to you, Adelaide Fringe may need to collect certain personal information. Adelaide Fringe has a commitment to the security of your information and will only use this information for the purpose for which you provided it, or for any purpose to which you have additionally consented. Adelaide Fringe will not disclose or use your information for any purpose other than intended. Adelaide Fringe is committed to protecting an individual's right to privacy and to fully comply with its obligations under the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Private Sector) Act 2000 (Cth) ("the Act"). In particular, Adelaide Fringe will comply with the Australian Privacy Principles contained in the Act, which may be found on the website of the Office of the Australian Information Commissioner: [www.oaic.gov.au/](http://www.oaic.gov.au/) Adelaide Fringe's Privacy Statement explains some of these principles and how they may apply to you. This Privacy Statement also complies with European General Data Protection Regulation (GDPR).

You can read our full Privacy Policy [here](#).

## 12. Governing law

12.1 This agreement is governed by the law of South Australia and the Courts of South Australia have jurisdiction to determine any proceedings in relation to this agreement.

If you have any questions about this agreement, please contact the Adelaide Fringe Artist and Venue team:

### Artist & Venue Team

E [artists@adelaidefringe.com.au](mailto:artists@adelaidefringe.com.au)

W [adelaidefringe.com.au](http://adelaidefringe.com.au)

Artist & Venue Hotline 08 8100 2022

136 Frome Street Adelaide SA 5000 | **Karna Land**