



## 2020 Adelaide Fringe Artist Agreement

This agreement sets out the terms on which the Artist (**'you'**) will be registered with Adelaide Fringe Incorporated (ABN 71 660 859 461) (**'us, our or we'**) to participate as an independent artist in the 2020 Adelaide Fringe.

### 1. Acceptance

- 1.1 By registering your Event(s) in the 2020 Adelaide Fringe, you are accepting to be bound by the terms and conditions contained in this agreement.
- 1.2 This agreement is only for the 2020 Adelaide Fringe and will end on 30 April 2020 at midnight.
- 1.3 You accept to pay the registration fee in full on completion of your registration, no later than 25 September 2019. Late or delayed payments for registration fees will not be accepted. Your event will not go on sale until your registration is paid in full. Failure to pay in full may result in your event not appearing in our printed program and/or on our website.
- 1.4 To include the Adelaide Fringe logo, website and ticketing information as the primary point of ticket sales on all promotional material (including digital, print and social media) created for your event as per the Adelaide Fringe Artist and Venue Style Guide available through AVR.
- 1.5 You recognise and adhere to the Code of Conduct guidelines for artists in relations to harassment, sexual harassment, bullying etc. as laid out in the LPA (Live Performance Australia) Code of Practice. Find out more about the codes [here](#).

### 2. Listings – Printed Guide and Online

- 2.1 We will provide you with a summary of registration information detailing your Events(s) in the 2020 Adelaide Fringe for publication in the 2020 Adelaide Fringe Guide and Adelaide Fringe website, available to you via the Artists and Venue Registration (AVR) site. You agree that you have reviewed, accepted and confirmed the details of your event information are correct.
- 2.2 Further to this you agree that all further Event(s) information you have supplied to us in the AVR site has been reviewed by you and is accurate and correct. This also applies to any and all future information supplied to us.
- 2.3 Events must not present significantly different content across sessions (with the exception of rotating line-up and variety shows). Each unique event must be registered individually. The registration fee will apply to each separate event. Adelaide Fringe has the right to query any presenters we believe may be registering multiple events under the one registration and charged accordingly.
- 2.4 By submitting still images, and video content to us for use in relation to your Event(s) via AVR you warrant and undertake to us that you have obtained all necessary rights and permissions for the use of such images and you indemnify us against any legal action pertaining to the rights in relation to such images.
- 2.5 All venues must have a fixed address by the 25 September 2019. If you wish to register in a venue without a fixed address you agree that Adelaide Fringe reserves the right to withdraw this venue from the program if a fixed address is not provided by 25 September, 2019.

136 Frome Street Adelaide SA 5000

Tel. +61 8 8100 2000 Fax. +61 8100 2020

[buzz@adelaidefringe.com.au](mailto:buzz@adelaidefringe.com.au) [adelaidefringe.com.au](http://adelaidefringe.com.au)

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- 2.6 In the case of a venue or space change after the Artist Registration closing date (25 September), 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 3 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 performance.
- 2.7 You have the opportunity to make changes in the AVR or make requests in writing to change your Guide Listing and online listing in the period up to 5pm on Wednesday 25 September 2019, unless you have opted into an early on-sale opportunity and as such changes will not be accepted.
- 2.8 If you ask for changes to your Adelaide Fringe Guide Listing or Adelaide Fringe Website after Wednesday 25 September 2019, those changes may only be made at our sole discretion, and we cannot guarantee that they will appear in your Fringe Guide listing.
- 2.9 If you cancel your event you understand that your registration fee may only be refunded as per the below dates;

Up to 9 October 2019	<b>100% refund</b>
10 Oct – 7 Nov 2019	<b>50% refund</b>
8 Nov 2019 Nov or later	<b>NO refund</b>

- 2.10 As the publishers of the Adelaide Fringe Guide and website we reserve the right to;
- 2.10.1 edit listing copy, images or video that Adelaide Fringe deems inappropriate for the general audience which the Fringe Guide and website is intended, or that do not reflect Adelaide Fringe Publication Guidelines (published in AVR Resources, [avr.adelaidefringe.com.au](http://avr.adelaidefringe.com.au)).
  - 2.10.2 refuse to publish text, images or video that Adelaide Fringe deems inappropriate for the general audience which the Fringe Guide and website is intended or that do not reflect Adelaide Fringe Publication Guidelines (published in AVR Resources, [avr.adelaidefringe.com.au](http://avr.adelaidefringe.com.au))
- 2.11 Adelaide Fringe reserves the right to not accept as part of your event registration and content, any material:
- 2.11.1 that is liable to promote or incite misogynistic, racial, ethnic, religious or homophobic hatred, or promotes hatred of any particular community or persons;
  - 2.11.2 or that constitutes or encourages conduct that would be considered a criminal offence;
  - 2.11.3 or that is liable to be considered defamatory language
  - 2.11.4 or that is detrimental to or likely to cause damage to Adelaide Fringe Inc.
- 2.12 We will endeavour to ensure that event listings are printed and/or listed on the website in full, however we will not be liable for any errors or omissions.
- 2.13 Adelaide Fringe may refer local government and councils participating in Adelaide Fringe to the primary contact and publicity contacts listed in AVR for your Event(s), in order to facilitate marketing and publicity support and or further performance opportunities.



### 3. Sponsorship

3.1 You acknowledge that BankSA is the Principal Partner of the 2020 Adelaide Fringe.

3.2 You agree that you will not;

3.2.1 seek or accept sponsorship or endorsement of any kind from a financial services provider other than BankSA with respect to any of your Event(s) or any other aspect of your participation in the 2020 Adelaide Fringe; and

3.2.2 display, distribute, promote or advertise any financial services provider other than BankSA in conjunction with any aspect of your participation in the 2020 Adelaide Fringe.

3.3 Any breach of clause 3.2 will result in the termination of this Agreement with immediate effect in accordance with clause 9.3.

3.4 You agree that your event information may be published and included on various BankSA managed initiatives. Initiatives will be announced via Artist Bulletins and AVR in the lead up to and during the 2020 Adelaide Fringe.

### 4. Image use

4.1 You agree to grant Adelaide Fringe a non-exclusive licence to reproduce any images taken by official Adelaide Fringe photographers during Adelaide Fringe, to market and publicise Adelaide Fringe, unless otherwise stated. Artists and photographers will always be acknowledged.

4.2 You agree Adelaide Fringe has the right to use still images and video content uploaded into the AVR for the 2020 Adelaide Fringe marketing campaign, always and only with reference to your show and its inclusion in Adelaide Fringe 2020.

### 5. Selling Tickets

5.1 We will conduct the exclusive sale, distribution and issue of all tickets for your Event(s) ticket sales (**'Ticket Sales'**) through Adelaide Fringe's ticketing system **'FringeTIX'**:

5.1.1 for ticket categories and prices as inputted by either Adelaide Fringe, or you the Presenter into the AVR site;

5.1.1 for selected customers associated with Adelaide Fringe sponsors and Fringe Members as part of an exclusive pre-sale, from 26 November 2019 to 27 November 2019

5.1.2 for all customers from 7 August 2019 until 15 March 2020; and

5.1.3 for complimentary tickets (including but not limited to media representatives and Honey Pot participants accredited by us) as authorised by you.

5.1.4 providing all requirements are met, Adelaide Fringe may release tickets earlier than dates referenced in 5.2.2 and 5.1.2 for early on-sale, this will occur only with prior written consultation between you and Adelaide Fringe

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- 5.2 Adelaide Fringe have exclusive ticketing sales rights to all 2020 Adelaide Fringe events and this is a condition of your registration and participation, unless you receive prior approval in writing by the Adelaide Fringe Director & Chief Executive.
- 5.3 If you have a split allocation agreement with Adelaide Fringe, you must not sell tickets to your event prior to the official Adelaide Fringe program on sale date, unless you have agreed an early on sale date in writing with Adelaide Fringe.
- 5.4 Adelaide Fringes ticketing operations are carried out observing the Live Performance Australia Industry Ticketing Code of Practice. In line with the code, Adelaide Fringe reserves the right to exchange or refund a ticket at Management's discretion.
- 5.5 Adelaide Fringe will not sell tickets to an event without a fixed address. As referenced in 2.5 Adelaide Fringe requires a fixed address in order to be able to sell tickets.
- 5.6 Adelaide Fringe will not offer refunds, unless the refund meets the requirements stated in the LPA Guidelines
- 5.7 Adelaide Fringe will offer exchanges to customers who fit within the below criteria. An \$8.50 Administration Exchange fee will be charged per exchange transaction. This fee is kept by Adelaide Fringe.
  - 5.7.1 An exchange will be approved if:
    - (a) The original performance is not sold out
    - (b) The customer has provided proof of the destruction of the original tickets (if printed)
  - 5.7.2 An exchange will not be approved if:
    - (a) The request for exchange is within 24 hours of the original performance.
  - 5.7.3 Tickets can only be exchanged for the same event
  - 5.7.4 When exchanging into a cheaper performance, customers will not be reimbursed the difference in ticket price.
- 5.8 60 minutes prior to the scheduled start time for each session of your Events:
  - 5.8.1 Adelaide Fringe through FringeTIX, will cease all sales of tickets to that session; and
  - 5.8.2 Adelaide Fringe will implement e-ticketing as a delivery method option for customers at FringeTIX point of sale including online, box office and phone sales in 2020. You will work alongside your venue 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 within Manage My TIX
  - 5.8.3 you or your representative will need to download a copy of the FringeTIX sales report detailing tickets sold, associated customer names and outlining the number of tickets available for sale at the door of that session 'Door Sales' current to that time.
- 5.9 You are responsible for communicating all necessary details for ticket holders prior to purchase, within your event description on your web listing. Adelaide Fringe will not email ticket buyers on your behalf, or provide you with a list of emails of ticket buyers as this is a breach of Privacy Laws.



## 6. Ticketing Fees and Charges

- 6.1 The price that will appear in the Fringe Guide and in your event listing on [www.adelaidefringe.com.au](http://www.adelaidefringe.com.au) and sold through FringeTIX will be known as **'The Advertised Ticket Price'** and is inclusive of a **'Customer Booking Fee'** of \$3.00.
- 6.2 This **'Customer Booking Fee'** of \$3.00 is paid by the customer at the point of sale and will be deducted from the **'Advertised Ticket Price'** entered into the AVR site for settlement purposes.
- 6.3 Adelaide Fringe will charge you a fee per ticket for any tickets sold through FringeTIX. This fee is the **'Artist Inside Charge'** and is calculated on the net ticket price entered into the AVR site (Advertised ticket price less the customer booking fee) as follows:
- 6.3.1 \$0.00 inside fee for tickets with advertised ticket price \$35.00 and under
  - 6.3.2 4% of net ticket price for tickets with advertised ticket price \$35.01 and above
- 6.4 Adelaide Fringe will charge the customer at time of purchase a \$1.80 Web Transaction Fee, which is charged only on web sales and excludes tickets purchased by phone or in person at a FringeTIX box office location.
- 6.5 When a 'Presenter Comp' complimentary ticket is issued by you, the presenter, a fee of \$0.30 per ticket issued will apply ('Complimentary Charge'). This will be taken at settlement.
- 6.6 When a complimentary ticket is issued by Adelaide Fringe, as pre-approved by you, the presenter, (including but not limited to Media Review Comp, Honey Pot Comp, Fringe Membership Freebies) no fee will apply.
- 6.7 Adelaide Fringe is an affiliate of the Companion Card scheme and it is a condition of your registration that you agree to issue companion card holders a second ticket for their companion at no charge. No complimentary charge applies for Companion Card comps.
- 6.8 For tickets you sell at 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.
- 6.9 If you cancel your Event(s) or any particular session of your Event(s), it is the responsibility of the registered Presenter to communicate all cancellations to [ticketing@adelaidefringe.com.au](mailto:ticketing@adelaidefringe.com.au) in writing. No action will be taken by Adelaide Fringe to proceed with a cancellation if communicated in any way other than writing from the registered person(s).

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When a cancellations is advised correctly, Adelaide Fringe **will**:

- 6.9.1 Contact all ticket holders to communicate the cancellation. In the case of a cancelled session, Adelaide Fringe will encourage patrons to rebook into a later session, and link the patron to the event via a direct URL.
- 6.9.2 Refund each ticket holder as applicable the Advertised Ticket Price paid by them for each FringeTIX ticket sold by us and we will charge you the Artist Inside Charge for each such refunded ticket.
- 6.9.3 For all other tickets issued for your Event(s) by you, such as tickets issued through door sales, there will be no refund or exchange given for those tickets by Adelaide Fringe.

When a cancellation is advised correctly, Adelaide Fringe **will not**:

- 6.9.4 Suggest a different event to the patron

## 7. Advertised Ticket Prices

- 7.1 Any promotional or advertising materials for your events which contain ticket prices for your Event(s) must be listed as the Advertised Ticket Price and you must ensure that those ticket prices are expressed as a number which is inclusive of the Artist Inside Charge and Customer Booking Fee to provide a single price for each ticket.
- 7.2 Tickets sold at the door must be sold at the advertised price.
- 7.3 Adelaide Fringe is not liable for the errors in advertising ticket process in collateral made by you, and recommends consulting Live Performance Australia for details on how to accurately label ticket prices and booking fees on all collateral external to the Adelaide Fringe website and the Adelaide Fringe printed Guides.

## 8. Ticket Sales Reports and Settlement

- 8.1 Adelaide Fringe will provide a link, user name, password and instructions to the Red61 reporting suite through the program Manage My TIX. These details are also listed on the home page of your AVR. Adelaide Fringe will keep all information pertaining to Ticket Sales to your Event(s) strictly confidential and such information will only be available to the registered presenter.
- 8.2 We will hold in trust in the FringeTIX Trust Account all revenue received from Ticket Sales to your Event(s) through FringeTIX (**'Revenue'**) until settlement.

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8.3 Adelaide Fringe will pay nominated percentages (or other amount) individually to each party (Artists or Venue) after the event season has ended, as stated in the Settlement section of the AVR (following the process of 8.4). If total settlement is made to the venue or artist, Adelaide Fringe is not liable for any fees or payments not made as the result of misconduct by either party artist or venue. It is recommended that you discuss split settlement with your venue to come to an agreement. Split settlements will only be made when an agreement is made in the AVR and both parties (Artist and Venue) are in agreeance. Any negotiations supplied outside of the AVR are not binding under these settlement terms.

8.4 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.

8.5 Within fifteen (15) business days following the final session of your Event(s) season we will:

- 8.5.1 deduct and retain from the Revenue an amount equal to the sum of the Artist Inside Charges, the Customer Booking Fees, the Complimentary Charges for Ticket Sales, refunds or exchanges performed through FringeTIX; and
- 8.5.2 deduct and retain from the Revenue any outstanding payments due by you to us;
- 8.5.3 remit to you the balance of the Revenue, as per the agreed split settlement in AVR. (see 8.3)
- 8.5.4 provide a settlement report, sent via email to the registered Presenter only.

8.6 If your Revenue is less than zero after we have deducted and retained any outstanding payments due by you to Adelaide Fringe, you must pay the positive value of that amount to Adelaide Fringe within ten (10) business days after receiving your settlement report.

8.7 Within fifteen (15) business days following the final session of your Event(s) you will:

- 8.7.1 Submit a total of all customer/patron numbers, and door sales sold outside of FringeTIX. In the event the Event(s) is free an estimate of attendance must be supplied.

## 9. Indemnity from you

9.1 You agree that you will not make any claim against us for the operation, management and staffing of FringeTIX or with respect to any aspect of your Ticket Sales and you indemnify us against any such claim.

9.2 You accept that you, your company and your staff participate in the 2020 Adelaide Fringe wholly at your and their own risk. We are not liable for any loss or damage incurred by you, your company or your staff.

9.3 You warrant to us that you have obtained all necessary licenses and permissions from all parties interested in the copyright, music and other intellectual property rights whatsoever, and you indemnify us in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of your failure to obtain all such necessary licenses, insurances or permission or pay all such relevant fees.

9.4 You indemnify us against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of any act or default by you, your artists, agents, employees or contractors in connection with the conduct of your Event(s) or the use of your venue for your Event(s).

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- 9.5 You understand that you and/or your venue are wholly responsible for the safety of audience members and for arranging and paying for all insurances for your Event(s) including any public liability insurance.
- 9.6 You understand and warrant to us that you are responsible for all taxes, duties and other charges payable with respect to all Revenue paid to you by Adelaide Fringe and with respect to all monies received by you from Door Sales.
- 9.7 You understand that all financial and contractual details are made directly between you and your venue, not Adelaide Fringe.

## 10. General conditions

10.1 *GST*: Any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this agreement already includes an amount on account of GST where applicable.

10.2 Payment in respect of any taxable supply under this agreement is subject to:

10.2.1 A valid tax invoice being delivered to the Recipient for the supply; and

10.2.2 The Supplier having provided notice in writing to the Recipient of its ABN.

### 10.4 Limit on liability

10.4.1 All express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of any goods or services supplied by us for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded to the extent this is possible and we will not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or services or arising out of our negligence or in any other way whatsoever.

10.4.2 If any implied warranties cannot be excluded then our liability is limited (at our discretion) to the resupply of the goods or services or payment for the resupply of those goods or services.

### 10.5 Termination

10.5.1 If you breach this agreement or if you become insolvent, are declared bankrupt or enter into an arrangement with your creditors we can terminate this agreement by notice to you and we will remove your Event(s) from the program for the 2020 Adelaide Fringe and will cease the sale of tickets to your events.



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10.5.2 Following termination we will retain all Revenue held by us until such time as we are satisfied that all costs and liabilities incurred by us in providing the services to you under this agreement and all costs and liabilities arising from any breach of this agreement by you have been recovered.

## 10.6 Interpretation

In this agreement:

10.6.1 singular includes plural and vice versa and another grammatical form of a defined word or expression has a corresponding meaning;

10.6.2 reference to a person includes a natural person, corporation and partnership, body corporate, association, governmental or local authority or agency or other entity and vice versa;

10.6.3 headings do not affect interpretation and no rule of construction applies to the disadvantage of a party because that party put forward this agreement or any portion of it;

10.6.4 if a provision of this agreement would, but for this clause, be unenforceable the provision must be read down to the extent necessary to avoid that result but if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this agreement;

10.6.5 reference to a party if more than 1 means each of them jointly and severally and includes a successor to the rights or obligations of that party under this agreement;

10.6.6 a reference to A\$, \$A, dollar or \$ is to Australian currency;

10.6.7 a reference to time is to Adelaide, South Australia time;

10.6.8 references to "includes" or "including" or "for example" means without limitation;

10.6.9 if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.

## 11. You understand that as an artist entering a venue you are in conjunction with the venue responsible for the:

11.1 Safety of the visiting companies, artists, general public, and

11.2 Negotiating minimum wage salaries with all contracted staff, as provided by Fair Work Australia and LPA Guidelines and

11.3 payment of all applicable insurances for your event and/or venue including any public liability insurance.



## 12. You understand you are liable to ensure your venue employs the following safety standard:

- 12.1 Any venue who is promoting themselves as facility with rigging must have the venue assessed by the appropriate licensed personnel, who are competent to identify and control risks associated with rigging in compliance with SafeWork SA code of practice.
- 12.2 appropriate certification by qualified personnel e.g Licence to Perform High Risk conducted by an intermediate Rigger must be obtained before the event commences.
- 12.3 Each Event and Venue must be able to supply to Adelaide Fringe a Risk Assessment upon request
- 12.4 Each event must have artist and venue representatives agree in writing on the technical specifications of the event prior to Adelaide Fringe season commencing.

## 13. Privacy Policy

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: <https://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](#)

## 14. Governing law

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.

# \* ADELAIDE \* FRINGE \*

If you have any questions about this agreement, please contact the Adelaide Fringe Artist & Venue or Ticketing teams:

## Artist & Venue Team

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

Artist & Venue Hotline 08 8100 2022

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

136 Frome Street Adelaide SA 5000 | Kaurna Land

## Ticketing Team

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

Ticketing Hotline 08 8100 2012

\* \*  
**ADELAIDE FRINGE**  
**14 FEBRUARY – 15 MARCH 2020**

Principal Partner

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