Artist Terms & Conditions

Getting in Touch

The Artist Services Team can be contacted by emailing takepart@brightonfringe.org or calling 01273 764907. The Artist Services office hours are 09:30-17:00, Monday – Friday outside of festival dates, and seven days a week 12.00 - 17.00 during the festival (although our phonelines will be open from 10.00).

Brighton Fringe Ltd. and its staff endeavour to reply to email and telephone communications from artists within 48 hours.

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/

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 Ltd. box office to sell your tickets, pay card issuer fees, and commission to our box office provider.
- The operations of Brighton Fringe and its departments: artist services, box
 office, development, finance, marketing and year-round support. Your
 registration fees directly support the ongoing operations and staffing at Brighton
 Fringe.
- The development and maintenance of the official website of Brighton Fringe <u>www.brightonfringe.org</u> and your event listing including the cost of web hosting, data protection and domain costs.
- The marketing budget of Brighton Fringe Ltd. which endeavours to elevate the
 festival to potential audiences and raise awareness of the festival in its entirety.
 This includes, but is not limited to, posters, billboards, bus advertising, brochure
 etc.
- Additional events run by Brighton Fringe including programme launches, showcases, scratch nights and Fringe Academies.

- The implementation of ticket offers via the Brighton Fringe Ltd. box office, including 2-for-1 Friends and Artist Discount, which you can opt into at registration.
- Sponsored social media campaigns promoting Brighton Fringe in its entirety, including Google Ads, Facebook and Instagram.
- One official Brighton Fringe photographer and videographer to create content to raise the festival's profile.

Registration must be completed and payments made in full via Eventotron before tickets can go on sale.

Cancellations and Refunds

If an event is cancelled **before** the registration deadline of 17.00 on Monday 9th February 2026, artists are eligible for a refund of 100% of their registration fee.

If a registered event is cancelled **after** the registration deadline of 17.00 on Monday 9th February 2026 no registration fee refunds will be made by Brighton Fringe, unless in exceptional circumstances. Refunds will only be given at the discretion of Brighton Fringe and will be considered on a case-by-case basis.

Brighton Fringe reserves the right to retain any money made through ticket sales that is outstanding to Brighton Fringe.

There will be no additional cancellation fees at Brighton Fringe 2026.

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 a head digitally where possible and artists 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, artists will also be given the chance to postpone their registration to 2027 for no additional charge. In the case of a full cancellation or curtailment, or in the case of artists with in-person events not wanting to transfer to digital or to 2027, artists will receive a 70% refund on their registration with 30% going towards Brighton Fringe Ltd. to cover costs incurred.

Brighton Fringe is only responsible for the refund of tickets sold through the Brighton Fringe Box Office; the refund of all other tickets is the responsibility of the artist. 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 artists.

The Brighton Fringe ticket refund policy usually requires **48 hours advance notice** from the ticket purchaser. Within 48 hours of the event starting, refunds will only be granted with prior approval from the venue or artist and will be considered on a case-by-case basis. In the event where Brighton Fringe Box Office cannot contact the venue management or artist 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 artist who will make a decision on whether to offer a refund and instruct Brighton Fringe accordingly.

Box Office and Ticketing

Artists must provide Brighton Fringe 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.

Brighton Fringe Box Office will ordinarily manage 100% of the tickets sellable for your event. Should you or your venue wish to operate an independent box office, Brighton Fringe must be allocated a **minimum of 30% of the total tickets** available for each performance.

Artists have the right to request a re-allocation of tickets from the Brighton Fringe box office to an independent box office, providing Brighton Fringe box office's 30% allocation of total tickets available for each performance remains. Brighton Fringe box office requires a minimum notice of 48 hours to make these changes.

Arts Industry Tickets

When you register, you can opt in or out of Arts Industry ticket allocation. Should you opt in, Brighton Fringe will allocate complimentary tickets for Arts Industry professionals on your behalf. Should further Arts Industry tickets be requested or required Brighton Fringe will assign them, at the discretion of the artist.

Personal Assistant Tickets

Audience members with a disability and who require a personal assistant to attend Brighton Fringe events will be issued with one complimentary ticket by Brighton Fringe Box Office. Artists can opt out of this scheme on the registration form but are advised that many Brighton Fringe venues operate in this way as standard, and their policies will override.

Audience Seating

It is the responsibility of the artist 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 artists or venues.

Ticket Sales Report

Artists can check ticket sales 24 hours a day, via Eventotron. 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 artist 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 +VAT (total 7.8% commission) on all tickets sold through the Brighton Fringe Box Office and website, and any PPL PRS (Phonographic Performance Limited/The Performing Right Society) payments +VAT (see below for further details) where applicable. The commission is calculated on your **gross sales** (i.e. before tax is deducted).

The average PPL PRS deduction for artists in 2025 was 2.2% of gross sales.

It is the artist's responsibility to settle any VAT or tax liabilities as appropriate.

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 by 12 July 2026, within six weeks of the festival ending.

Payment will be made (by BACS to UK accounts and Wise 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. Please ensure all details are correct.

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 and have not been updated before the last day of the festival, or if they have not been provided before the last day of the festival.

Conduct, Content, Complaints & Disputes

In accordance with the Equality Act 2010, Brighton Fringe operates in a safe and inclusive professional environment, with a zero-tolerance policy towards discrimination, harassment and violent or otherwise threatening behaviour. This includes any and all relationships between Brighton Fringe staff, artists, venue managers, programmers or staff, members of the public and Brighton Fringe stakeholders.

Reports of misconduct will follow our disciplinary procedure and will be escalated to the Brighton Fringe Board of Trustees. Serious cases may lead to the cancellation of your event.

Complaints made against Brighton Fringe staff will be escalated to the Managing Director and/or the Brighton Fringe Board of Trustees.

To report any complaints, please email takepart@brightonfringe.org, call us on 01273 764907 or write to us at Brighton Fringe, Office 4 The Old Courthouse, 118 Church St, Brighton and Hove, Brighton BN1 1UD. Please see brightonfringe.org/policies/ for our full complaint procedure.

If we consider, in our sole discretion, that the content of any event or public statements made by an artist of Brighton Fringe, before or during the festival, 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, but their decision will be final and binding.

Hate speech of any kind – on or offline - will not be tolerated.

Disputes

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

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

Venues

Artists should have a clear financial agreement with their venue before taking part in Brighton Fringe. Artists should request a written contract outlining all financial and all other arrangements. It is the responsibility of the artist to communicate effectively with their venue.

Venue Managers are required to read and agree to a Venue Manager's Agreement before registering their venue for our festival each year. Artists can request to see a copy of the Agreement upon request.

Marketing

Brighton Fringe are unable to take responsibility for the marketing of any or all shows that partake in our festival, but we have a number of opportunities that artists can take advantage of.

Payments for any additional marketing purchases must be made in full via Eventotron or bank transfer before said marketing is issued. If full payments are not settled by the agreed issue date, your order will be cancelled, and any partial payments will not be refunded.

Press and Publicity

You must include the Brighton Fringe logo on all publicity (available to download from the Brighton Fringe website).

Artists are responsible for finding their own audience, through their own publicity and press, including press releases and the design, production, distribution and display of flyers, posters and any online advertising. **Brighton Fringe does not guarantee an audience.**

We strongly recommend that you include cast and creative lists to your event listing, as reviewers and audience members often ask for these.

WARNING - Please note that flyposting is illegal, and any costs incurred by Brighton Fringe due to flyposting will be passed onto the artist.

When you register, you can either opt in or out of Press ticket allocation. Should you opt in, Brighton Fringe will allocate up to four complimentary tickets for Press on your behalf. Should further Press tickets be required or requested Brighton Fringe will assign them, at the discretion of the artist.

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 artist.

Proofing

It is the artist's responsibility to proofread their event at the point of registration, ensuring that their listing and any associated copy is correct, and falls within the decency guidelines of The Committees of Advertising Practice (CAP).

Flyering

Brighton Fringe is under the jurisdiction of Brighton & Hove City Council with regards to a city-wide flyering policy and permissions.

When the policy and permissions are confirmed with Brighton & Hove City Council, artists will be informed via email and Eventotron.

We have a bespoke policy which has been made in agreement with Brighton & Hove City Council. It can be found here:

https://www.brightonfringe.org/fringe-info/flyering/

We purchase up to 10 flyering licences each year which are made available for artists at the Artist Hub. These are handed out on a first-come-first-served basis and will need to be worn at all times by each person handing out flyers. We require a £20 refundable deposit per licence and for licences to be returned within 4 hours of use or first thing the following morning if taken out after 5pm.

Changes to Events

Any changes or cancellations to an event will be published on the Brighton Fringe website by the in-house team. Brighton Fringe require at least **two working days'** notice to ensure any changes be published in advance of the event. Within two working days of the event, Brighton Fringe cannot guarantee updates will be processed in time.

It is the artist's responsibility to inform the venue of any changes as quickly as possible, as well as anywhere else the event may have been published.

Insurance, Licensing and Permits and Permissions

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. Brighton Fringe 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.

Insurance

All Brighton Fringe events must have Public Liability Insurance (PLI) for Brighton Fringe 2026 and be able to provide proof of PLI (Insurance Company name plus Policy Number) by Thursday 30 April 2026.

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

Even if a venue holds a PRS licence, all artists 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. Information on music usage should be provided to Brighton Fringe via Eventotron by Friday 16 May 2026. In the event of failure to supply information regarding music usage by this date, 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.

Foreign Entertainers Unit (FEU) Tax

Any artist that is not a UK resident (or is employing artists or performers that are not UK residents) whose payment for Brighton Fringe exceeds the personal allowance threshold of £12,570, must complete a Foreign Entertainers Unit tax form and inform Brighton Fringe of

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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 artist's behalf. If your application to the HMRC arrives late and 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 artist.