

Melbourne Fringe Festival Artist Agreement

1. In order to register an event for the Melbourne Fringe Festival, artists are required to pay the appropriate registration fee deposit and agree to the following terms and conditions.

This agreement creates a contractual relationship between Melbourne Fringe (ABN 41 006 125 515) of Lvl 1 Trades Hall, Cnr Lygon & Victoria Sts, Carlton VIC 3053 (hereafter referred to as “**Melbourne Fringe**”) and the individual/company nominated as the Primary Contact in the Melbourne Fringe Online Registration Site (hereafter referred to as the “**Artist**”) for the Registered Event (hereafter referred to as the “**Event**”). The Event will be viewed by audience members (**Audience**). Depending on the nature of the Event, the Event may be presented via Melbourne Fringe’s digital content platform (hereafter referred to as “**Digital Fringe**”).

2. General Clauses

- 2.1 This Agreement will commence on the date that the Event registration is completed and finalised on the Melbourne Fringe Online Registration site (Eventotron) and will continue, unless terminated earlier, until the Agreement End Date, as set out in Item 1 of the Schedule.
- 2.2 The Artist declares that at the time of entering into this agreement, they have not entered into any other agreement with any person that might prevent them from fulfilling their obligations under this agreement.

3. Registration Site (Eventotron)

- 3.1 The Artist is required to pay a \$95.00 deposit to finalise their registration and confirm their participation in the Festival. The remainder of the Participation Fee will be settled to Melbourne Fringe, as set out in Clause 4.
- 3.2 If the Artist wishes to change certain details in their Online Registration after it has been finalised, they may need to submit a request in writing if the change would also affect the Melbourne Fringe ticketing build and website integration. Changes that this clause relates to include, but are not limited to: event title, performance dates, performance times, venue, and ticket prices.

If the Artist wants to make any changes to these details, they must notify Melbourne Fringe in writing by emailing artists@melbournefringe.com.au, specifying the changes and the date upon which they are to take effect.

The artist also understands that:

- (a) Melbourne Fringe cannot guarantee all changes will be incorporated or that they can take effect to the Artist’s preferred timeline.
 - (b) No charge will be made for the first requested change to a registration.
 - (c) If subsequent change request(s) are made, an administration fee of \$25.00 for minor changes or \$50.00 for major changes may be charged to the Artist. Melbourne Fringe will advise you of the relevant cost prior to undertaking the change request. This charge will be deducted from the final ticket sales remittance.
 - (d) Any key changes made after the Publicity Date (Item 6 of the Schedule) may not be noted by our marketing and publicity team and could disadvantage the ticket sales of the Event.
- 3.3 The Artist acknowledges that they are responsible for all material submitted through the Online Registration site, including any embed codes, links to or content on third party sites, and shall be liable in respect thereof.

- 3.4 Melbourne Fringe reserves the right to accept corrections to the Event's stated performance dates, times, prices, duration and venue capacity from the Event's host Venue Manager.
- 3.5 Melbourne Fringe reserves the right to make minor changes to creative copy that the Artist enters into Eventotron where it is reasonable that such a change would benefit all parties (for example, spelling errors or ensuring clarity of meaning).
- 3.6 Melbourne Fringe reserves the right to make any other changes to creative copy that the Artist enters into Eventotron where senior staff determine that the copy conflicts with the core values of the organisation or poses an unacceptable risk. If this occurs, Melbourne Fringe will adjust the creative copy immediately, and will advise the Artist of the changes to provide them with an opportunity to submit alternative words or images to be approved by Melbourne Fringe.
- 3.7 Melbourne Fringe reserves the right to reject the proposal of a venue that the artist is registering, if that venue is considered unsafe for any participant, staff member or audience member of Melbourne Fringe, or if that venue is considered to have been or is likely to be in contravention of the [Melbourne Fringe Content & Conduct Policies](#).

4. Participation Fees

- 4.1 Please see Appendix 1 for a full explanation of how Participation Fees work at Melbourne Fringe (including a calculator that will assist you in estimating your final Participation Fee).
- 4.2 All events registered through Eventotron must contribute to the costs of delivering the Festival, calculated as:
- (a) An upfront and non-refundable deposit of \$95.00, payable at the time of registration; and
 - (b) An Event Listing Amount, set at \$350 for most events, subtracted from final settlement (see Clause 4.3); and
 - (c) A Per-Ticket Amount, variable based on the price of the ticket sold, subtracted from final settlement (see Clause 4.4).

These Participation Fees replace the previously named Registration Fee and Inside Charges.

- 4.3 The Event Listing Amount is set at \$350 for most events, with some discounts accorded to events that have limited tickets available to sell. The Event Listing Amount is calculated as:
- (a) \$60 if there are fewer than 75 tickets for sale across the season; or
 - (b) \$250 if there are between 75 and 200 tickets for sale across the season; or
 - (c) \$350 for all other events.

The Event Listing Amount is calculated at the conclusion of the Festival and is adjusted to accommodate for cancelled or added performances.

- 4.4 The Per-Ticket Amount is variable based on the total number of tickets sold and the value of each ticket. The Per-Ticket Amount is calculated on each ticket sold as per the following table:

Ticket Price	Per-Ticket Amount
Less than \$10.00	\$1.50
\$10.00 - \$24.50	\$2.15
\$25.00 - \$34.50	\$2.50
\$35.00 – \$44.50	\$3.25
\$45.00 - \$59.50	\$4.00

\$60.00 - \$79.50	\$4.95
\$80.00 - \$99.50	\$5.45
\$100.00 or over	\$5.85

The Per-Ticket amount is calculated at the conclusion of the Festival and applies to all tickets sold, regardless of whether they were sold through the Fringe ticket system, on the door, or directly by your venue.

4.5 Participation Fees do not attract GST.

5. Box Office Services and Ticket Sales

5.1 All tickets sold in advance for performances of the Event will be sold exclusively by Melbourne Fringe acting as agent for the Artist. The use of any third-party ticketing service or payment platform (including digital payment or donation platforms for work hosted online) is prohibited, except where the Artist's venue has negotiated an allocation of tickets and signed a ticketing agreement with Melbourne Fringe prior to the Artist's registration being completed.

5.2 All proceeds from the sale of tickets for the Event through the Melbourne Fringe ticketing system will be securely held by Melbourne Fringe, pending final settlement to the Artist, pursuant to Clause 8 and the determination of any amounts owed to Melbourne Fringe under this Agreement.

5.3 The Participation Fees set out in Clause 4 cover all artist costs for Box Office and Ticket Sales; there are no additional ticketing charges or "Inside Fees" owed by the artist to Melbourne Fringe.

6. Complimentary Tickets

6.1 Melbourne Fringe will give the Artist access to 10% of tickets across their season for use by the Artist as complimentary tickets. The quota of tickets may be used at any time during the Festival. The Artist must notify the Melbourne Fringe Ticketing Manager, in writing, if they wish to exceed their complimentary ticket allocation, which will be approved at Melbourne Fringe's discretion and may incur a Complimentary Ticket Charge of \$0.30 per ticket.

6.2 Should the Artist engage third-party promoters to distribute complimentary tickets, it is the responsibility of the Artist to ensure that these tickets have been booked in as complimentary tickets through their Producer Portal with the correct names and email addresses of the individual recipients. Melbourne Fringe cannot guarantee that these tickets will be honoured if they are not booked in accordance with this policy.

6.3 The Artist agrees that Melbourne Fringe may retain a maximum of 10 (ten) complimentary tickets to the season of the Event for the use of industry VIPs, visiting promoters and festival directors, sponsors, Fringe staff, and government representatives. If the Artist has a separate agreement with Melbourne Fringe that provides a greater number of complimentary tickets, this clause should be ignored and considered superseded by the other agreement.

6.4 If the Artist has agreed, as part of the Online Registration, to the distribution of complimentary tickets for Awards, Tour Ready and/or approved Media partners, Melbourne Fringe may distribute complimentary tickets (additional to those specified in clause 5.3) to those persons who meet eligibility requirements for these programs.

6.5 The Artist is encouraged to allow other artists with passes, as well as approved industry VIPs and Melbourne Fringe staff (carrying authorised Melbourne Fringe Festival passes) to watch any performance of the Event at no cost, provided that seats are available, after all ticketed persons have entered the Venue.

6.6 Any tickets issued under clause 6.3 or 6.4, or any admissions permitted under clause 6.5 will not count towards the complimentary ticket allocation mentioned in clause 6.1.

7. Free Ticketed Events

- 7.1 All tickets issued for free events in advance of the performance of the Event will be issued exclusively by Melbourne Fringe on behalf of the Artist.
- 7.2 For events which are free and ticketed, the first 300 (three hundred) tickets to the Event issued by Melbourne Fringe will incur no ticketing charge. Subsequent tickets will incur a Complimentary Ticket Charge of \$0.30 per ticket. This per ticket fee is to be paid to Melbourne Fringe by the Artist.

8. Distribution of Box Office and Payment of Charges

- 8.1 Following completion of the Event's final performance or exhibition date, and no earlier than the Melbourne Fringe's Payment Commencement Date as set out in Item 3 of the Schedule, Melbourne Fringe will prepare a statement setting out:
- (a) The amount of gross revenue received from ticket sales for the Event, less the total of:
 - (i) the amount of any Participation Fees accrued in accordance with clause 4; and
 - (ii) any administration fees owed in accordance with clause 3.2(c); and
 - (iii) any Complimentary Ticket Charge accrued in accordance with clauses 6.1 or 7.2; and
 - (iv) any payment or remainder owing for advertising through Melbourne Fringe; and
 - (v) any international bank transfer fees owed in accordance with clause 8.5; and
 - (vi) any outstanding fee payable for Public Liability Insurance taken out by Melbourne Fringe on behalf of the Artist; and
 - (vii) any payments owing to Melbourne Fringe for venue hire, equipment hire, merchandise sales, technical or operational services (e.g. for Festival Hub or Meat Market artists).
- 8.2 If the Event is being presented at a venue not operated by Melbourne Fringe, full settlement of ticket sales may commence as early as one week after the conclusion of the final performance or exhibition date, and will be completed no later than the Melbourne Fringe's Payment Due Date as set out in Item 4 of the Schedule. If the Event is being presented at the Festival Hub, the Meat Market, or another venue managed by Melbourne Fringe the settlement process will comply with the dates in the Artist's Venue Hire Agreement.
- 8.3 If the amount determined pursuant to clause 8.1 is greater than zero, Melbourne Fringe must process payment of that amount to the Artist, by the Melbourne Fringe's Payment Due Date as set out in Item 4 of the Schedule.
- 8.4 If the amount determined pursuant to clause 8.1 is less than zero, the Artist must pay the positive value of that amount to Melbourne Fringe by electronic funds transfer, on or before the Artist's Payment Due Date as set out in Item 5 of the Schedule.
- 8.5 If the Artist requires settlement with an international bank account, they are responsible for paying any bank fees or other transfer fees associated with the settlement. Fringe will deduct any such fees from the final settlement. If the Artist is paying Melbourne Fringe for costs such as registration fees, venue deposits, advertising or production recharges from outside Australia, they are responsible for any bank or other fees required to make their transfers; the Fringe fee must be paid in full in AUD.

9. Marketing and Publicity

- 9.1 All promotional media and advertising created and distributed by the Artist must incorporate the official logo for the Melbourne Fringe Festival, and abide by the terms of its use (full details on the Melbourne Fringe website). Copies of the logo will be available from the Online Registration site. All promotional media and advertising must comply with the [Melbourne Fringe Content & Conduct Policies](#).
- 9.2 The Artist agrees to provide Melbourne Fringe with the required publicity information – including a media release for each individual event – in the manner specified by Festival Publicist by the Publicity Date as set out in Item 6 of the Schedule, or as soon as possible if the event is registered after the date as set out in Item 6 of the Schedule.
- 9.3 The Artist may choose to provide to Melbourne Fringe posters and handbills (if available) to the Fringe Office no later than the Printed Material Display Date, as set out in Item 7 of the Schedule, in order that Melbourne Fringe may create foyer displays at the Festival Hub and/or have visual representation of shows at the Fed Square Info Booth. The Artist will recognise local laws regarding affixing, distributing or handing out poster handbills or flyers, and will not do so without a permit issued from the relevant local council authority.
- 9.4 Under no circumstances may the Artist personally affix or display promotional material at Trades Hall. The areas that posters may be mounted and the materials used for mounting are pre-approved by the building's owners in accordance with the heritage nature of the site. Any contravention of this term will result in the immediate removal of all promotional material of the event in all spaces controlled by Melbourne Fringe, and any fees or restoration costs will be passed on to the Artist.

10. Licence to use Event Image, Event Blurb and Text

- 10.1 The Artist grants Melbourne Fringe a non-exclusive, royalty free, worldwide, perpetual license to use the image(s) and text submitted in the Online Registration for the purposes of making and using images of the Event for non-commercial purposes, including for producing print and web publication of the Festival program as well for use in the Melbourne Fringe electronic newsletter, the ticketing system, and for meeting the reporting requirements of our government, philanthropic and commercial partners.
- 10.2 This licence for use only extends to promotion of the Event or the Festival of which the Event is a part of, or in an archival context in reference to this particular year's Festival; this licence does not permit Melbourne Fringe to use image(s) and text submitted in the Online Registration to promote the organisation more broadly (such as re-publication for Melbourne Fringe's resources, or in promotion of future Festivals that the Event is not featured in).

11. Privacy

- 11.1 By completing the Online Registration, the Artist agrees:
- (a) to provide true, accurate, current and complete information about themselves;
 - (b) that if the Artist is acting on behalf of a company or other body, they are authorised to provide information about that body to Melbourne Fringe, that the information the Artist provides is true, accurate, current and complete, and that the Artist is authorised to bind that body to these terms and conditions; and
 - (c) that they are over eighteen years of age and have legal capacity to enter into a contract.
- 11.2 Any personal information collected by Melbourne Fringe from the Artist will be handled in accordance with the Melbourne Fringe Privacy Policy, which can be found at <https://melbournefringe.com.au/privacy-policy/>

- 11.3 The Artist acknowledges and agrees that they will handle any personal information of any Participant collected by the Artist in accordance with the *Privacy Act 1988* (Cth).
12. Cancellation and Termination
- 12.1 If the Artist cancels the Event or does not otherwise perform the Event on each of the dates set out in the Online Registration, the Artist may, at the absolute discretion of Melbourne Fringe, be required to pay to or reimburse Melbourne Fringe (as the case may be) all amounts incurred by Melbourne Fringe in respect of credit card commissions, and any applicable ticketing service charges, in respect of tickets sold by Melbourne Fringe to the performance(s) of the Event that are cancelled.
- 12.2 If the Artist withdraws the Event from the Melbourne Fringe Festival prior to the Final Withdrawal Date as set out in Item 8 of the Schedule, the remainder owed on the relevant Participation Fee will be waived. If the artist withdraws the Event after the Final Withdrawal Date, all outstanding Participation Fees are payable, and Melbourne Fringe will invoice the Artist for the remainder owed as set out in clause 4, along with any other outstanding fees tabled in clause 8.1(a).
- 12.3 If the Artist cancels or withdraws the Event, as described in Clause 12.1 or 12.2, and the reason for doing so is reasonable and in order to comply with regulatory restrictions or public health concerns in accordance with the Melbourne Fringe COVID Safety plan, or an alternative COVID Safety plan that the Artist has submitted to Melbourne Fringe, Melbourne Fringe will cover the accrued costs referred to in Clauses 12.1.
- 12.4 If the Artist cancels one or more performances of the Event to act in reasonable accordance with the Melbourne Fringe COVID Safety plan, or an alternative COVID Safety plan that the Artist has submitted to Melbourne Fringe, but does not withdraw it from the Festival program, Melbourne Fringe will cover the accrued costs referred to in Clause 12.1; additionally, tickets that were available for any cancelled performance(s) will not be counted towards the total "tickets available to sell" for the purposes of calculating the Event Listing Amount of the Artist's Participation Fee.
- 12.5 Melbourne Fringe may, by notice in writing to the Artist, terminate this agreement if:
- (a) the Artist fails or neglects to observe or perform any of the terms and conditions of this Agreement;
 - (b) the Artist acts in a manner that seriously prejudices the business of Melbourne Fringe or jeopardises the welfare of any member of the staff, customer or Participant of Melbourne Fringe; or
 - (c) Melbourne Fringe becomes aware of conditions under which the presentation or development of the Event could, in the reasonable opinion of Melbourne Fringe, jeopardise public safety or order, involve a risk of personal injury or damage to property or constitute a breach of any rules, laws, notices or regulations including of any government, statutory and public authorities; or
 - (d) Melbourne Fringe becomes aware of the behaviour of an individual connected to the Event, where such behaviour contravenes the Melbourne Fringe Code of Conduct, as published in the [Melbourne Fringe Content & Conduct Policies](#), and where the incident is not able to be reconciled between the Artist and the complainant, and in the reasonable opinion of Melbourne Fringe has capacity to cause additional harm to the complainant or any other person affected by the contravening behaviour; or
 - (e) Melbourne Fringe becomes aware of content or behaviour that contravenes the Melbourne Fringe Community Guidelines, as published in the [Melbourne Fringe Content & Conduct Policies](#), and said content or behaviour is not satisfactorily adjusted to comply with the Community Guidelines.

- 12.6 In the event that this agreement is terminated by Melbourne Fringe under Clause 12.5, no refund of any paid amounts will be provided and the Artist will be required to pay any outstanding sum owed to Melbourne Fringe including as a result of indemnity given by the Artist to Melbourne Fringe under this agreement.
- 12.7 Upon termination or expiry of this agreement (for any reason whatsoever), the Artist will immediately cease to use, apply or display the Melbourne Fringe Festival logo in any manner whatsoever. This includes using their best endeavours to delete and otherwise remove any existing online promotional and marketing content which includes the Fringe logo.
- 12.8 The termination of this agreement by Melbourne Fringe:
- (a) will not prejudice any right of action or remedy that may have accrued to Melbourne Fringe prior to termination; and
 - (b) will be without prejudice to the continuation of the obligations of the parties under clause 13, whose obligations will continue to bind the parties, notwithstanding such termination.
- 12.9 With the exception of clause 13.2, the parties acknowledge and agree that neither party shall be entitled to claim any loss of profit or goodwill, or any damages or compensation of any kind arising out of the expiry or lawful termination of this agreement.
13. Warranty and Indemnity
- 13.1 The Artist registers the Event as part of the Melbourne Fringe Festival Open Access Program. As such, the Artist warrants and represents that:
- (a) the Event is produced independently of Melbourne Fringe;
 - (b) the Artist carries all legal, financial and risk responsibility associated with the content and delivery of the Event;
 - (c) the Event does not contain, to the best of the Artist's knowledge, defamatory content;
 - (d) the Event does not contain content that infringes the intellectual property rights of any third party; and
 - (e) the Event is not and cannot be covered by the Melbourne Fringe Public Liability Insurance policy, and the Artist is wholly responsible for the safety of Audience, including the responsibility to obtain Public Liability Insurance where required.
- 13.2 The Artist indemnifies Melbourne Fringe against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by Melbourne Fringe as a result (whether directly or indirectly) of breach or non-performance of any or all of the agreements, representations, undertakings and warranties of the Artist, its agents, employees or contractors under these terms and conditions.
- 13.3 For the avoidance of doubt, the Artist acknowledges and agrees that Melbourne Fringe does not have editorial control over the Event.
- 13.4 It is the Artist's responsibility to manage any potential risk elements within the Event, notwithstanding their responsibility to advise Melbourne Fringe of any potential risks
- (a) The artist must provide, upon request, risk management documents, which may include a COVID Safety Plan, a Child Safety Plan, Audience Safety Plan, a Cultural Protocol Plan, an Ethics & Consultation Plan, or any other kind of risk management plan. The provision of any such plan is for Melbourne Fringe's reference only, and has no implied transference of responsibility, regardless of whether Melbourne Fringe provides feedback or not.

14. Community Guidelines

15. The Artist acknowledges that they have read the Melbourne Fringe Community Guidelines, as published in the [Melbourne Fringe Content & Conduct Policies](#), and agree to comply with all requirements contained therein.

16. Child Safety Protocols

- 16.1 The Artist acknowledges that if they are working directly with or around children at any time, that they must notify Melbourne Fringe and provide a Child Safety Plan upon request; they further acknowledge that they have read the Melbourne Fringe Child Safety Code of Conduct, as published in the [Melbourne Fringe Content & Conduct Policies](#), and agree to comply with all requirements contained therein.
- 16.2 The Artist agrees that all adults involved in an event for children will be required to have a current Working with Children Check and Melbourne Fringe retains the right to request evidence of such.

17. First Nations Cultural Protocols

- 17.1 The Artist acknowledges that if they are working directly with Australian First Nations artists or otherwise engaging with Australian First Nations culture as part of their work, that they have read and agree to adhere to the relevant First Nations Cultural and Intellectual Property in the Arts protocol guide(s) as published by the Creative Australia, and found in full at the following link: <https://creative.gov.au/investment-and-development/protocols-and-resources/protocols-for-using-first-nations-cultural-and-intellectual-property-in-the-arts/>

18. Digital Fringe Platform

- 18.1 All clauses grouped under Clause 18: Digital Fringe Platform are related to registering and presenting work for the Melbourne Fringe digital platform ("Digital Fringe"), whether the data is hosted on the Melbourne Fringe website, externally on a third-party streaming service, externally through a third-party application, or by any other means. These clauses apply to any work presented through Digital Fringe, including if the Artist is not intending to be part of Digital Fringe at the time of agreeing to these Terms & Conditions, but at a later date amends their registration to include a livestream or similar function through Digital Fringe.
- 18.2 The Artist acknowledges that they are responsible for all material submitted by the Artist to Digital Fringe and shall be liable in respect thereof.
- 18.3 The Artist undertakes that they will upload their embed codes, links to or content hosted on third party sites onto the Registration Site by the submission deadline (at least 72 hours before their first session), and acknowledges that if these links are not available then Fringe will mark the Event as "cancelled" and contact ticket holders to advise the relevant performance is not able to proceed.
- 18.4 The Artist acknowledges that Melbourne Fringe is not responsible for any material submitted by the Artist to Digital Fringe, including any links to or content on third party sites, and Melbourne Fringe has no obligation to review any such material but reserves the right to do so.
- 18.5 The Artist agrees that they are responsible for ensuring they have access to any third-party platforms on which the Event may be hosted, including access to a compatible internet browser and secure internet connection.
- 18.6 The Artist undertakes that they will not photograph, film or record Audience unless their informed written consent is obtained. The Artist acknowledges that any consent form should contain detailed information about the proposed collection, use and disclosure of the images or recordings of Audience.

- 18.7 The Artist acknowledges that if they choose to make their camera and microphone available during the Event, they are agreeing to the Audience within the Event being able to access their image, surroundings, and audio.
- 18.8 The Artist acknowledges that Melbourne Fringe will take measures to secure the Digital Fringe platform from the illegal accessing of content, however takes no responsibility for the pirated recording or illegitimate viewing of events accessed through Digital Fringe.
- 18.9 In registering an Event with Digital Fringe, the Artist warrants to Melbourne Fringe that they have obtained all necessary licenses and permissions from all parties interested in the copyright, music and other intellectual property rights whatsoever in the Event, and indemnify Melbourne Fringe in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by Melbourne Fringe as a result (whether directly or indirectly) of the Artist's failure to obtain all such necessary licenses, insurances or permission or pay all such relevant fees.
- (a) The Artist is aware that obtaining such licences and permissions from an Australian license holder or owner does not necessarily provide them with global permission and will either seek a global licence or permission, or ensure their work is geo-blocked to restrict publication to approved jurisdictions.
- 18.10 In presenting an Event on Melbourne Fringe's Digital Fringe platform:
- (a) the Artist retains the intellectual property rights to all original works created; and
- (b) the Artist undertakes full responsibility to identify and adhere to copyright clauses, community guidelines or other requirements of any third-party website or application their content is hosted on; and
- (c) the Artist acknowledges that the use of any third-party website or application is at their risk.
- 18.11 Melbourne Fringe is not liable or bound to offer a refund of the Artist's registration fee in the event that the Artist is in breach of copyright clauses or any terms & conditions required by third-party websites or applications, and this results in restrictions to account access or removal of their content from the third-party website(s) and/or application(s).
- 18.12 In presenting an event, the Artist agrees that all content must have a content classification rating. The Artist agrees that if any videos or content are not appropriate for all audiences, they will identify and add an age restriction (e.g. R18+) when registering an event for Digital Fringe. Events that are deemed to be classified as RC (Refused Classification) or X18+ are not permitted to be presented through Digital Fringe.
- 18.13 Melbourne Fringe reserves the right to screen content prior to the Event being published on the Digital Fringe platform and change the content classification rating or refuse classification if they determine it does not meet the requirements of the National Classification Code. If Melbourne Fringe determines that a registered event content should be classified as RC or X18+ the event will be removed from Digital Fringe immediately.
- 18.14 In addition to agreeing to the Child Safety Code of Conduct, included in the [Melbourne Fringe Content & Conduct Policies](#), the Artist acknowledges that a higher level of responsibility exists for any digital work that has potential to engage with a child or young person under the age of 18 years. The Artist agrees that:
- (a) they will develop risk assessment and management processes that address specific risks arising from online environments, adult to child interactions and child to child interactions; and
- (b) failure to obtain a current Working With Children Check may result in Melbourne Fringe not uploading content or removing related content from the Digital Fringe platform; and

- (c) should they intend to photograph, film or record children as part of their Event, the Artist must advise Melbourne Fringe about their intention to do so prior to presenting a digital Event; and
- (d) they will not take photographs, film or record children in a digital Event unless prior written consent from the parent/carer is received, along with an acknowledgement from the parent/carer that a responsible adult must supervise the child/children at all times during the Event; and
- (e) where the digital event involves any two-way interaction (i.e. where a camera, microphone or text functionality is enabled from the Participant's device), they will take all other necessary steps to ensure a responsible adult is present with the child/children at all times; and
- (f) if they are in any way unsure of their obligations relating to child safety in an online or digital environment, that they should get in touch with Melbourne Fringe Participant Services immediately to seek clarification.

19. Governing Law

- 19.1 The agreement shall be construed in accordance with the laws of the State of Victoria, Australia and the parties hereto do hereby submit to the jurisdiction of the Courts of the State of Victoria with respect to any dispute arising hereunder.

SCHEDULE

	Item	Details
1	Agreement End Date	31 December 2025
2	Artist Survey Date	21 October 2025
3	Melbourne Fringe's Payment Commencement Date (Settlement payment from Melbourne Fringe to the Artist)	13 October 2025
4	Melbourne Fringe's Payment Due Date (Final Settlement payment from Melbourne Fringe to the Artist)	20 November 2025
5	Artist's Payment Due Date (Any payment of monies owed from the Artist to Melbourne Fringe)	5 December 2025
6	Publicity Date	7 July 2025
7	Printed Material Display Date	15 September 2025
8	Final Withdrawal Date	4 July 2025

Appendix 1: Participation Fee Explanatory Document

From 2025, we have made some small changes to the participation fees for artists at Melbourne Fringe. Artists have always paid two fees: “registration fees” and “inside fees”.

However: we’ve found these terms can be confusing, so we are retiring these terms and renaming them both as “Participation Fees”. We feel this more appropriately sums up what these fees are for: a contribution towards the various overhead costs of delivering the Festival.

The reason for the change

Quite simply: to be more upfront and clearer about what you’re paying, and why.

There has been an incremental adjustment of 5-10% to cover the increased costs of operation, which would have occurred regardless of this naming change, but otherwise the total amount payable under this structure should be identical to if we had retained the old separation of “Registration Fee” and “Inside Fee”.

How your Participation Fee is calculated

A non-refundable deposit of \$95 must be paid by all Festival participants to submit your registration. Prior to the Festival program lock-off date (30 June): you may withdraw your event at any time and have no further amounts owing.

After our program lock-off date of 30 June, a participation fee will be payable in addition to your \$95 deposit. If your event has sold tickets, you will have your participation fee remainder deducted from your box office earnings during the ticket settlement process (after the Festival).

Your participation fee is calculated using two figures:

1. a set Event Listing amount of \$350 (or cheaper if you only have a limited number of paid tickets available), which covers a portion of the registration, proofing, printing, and website and ticket build costs; plus
2. a “per-ticket” variable amount, based on the cost of each individual ticket sold, which covers a portion of the broader overhead costs of promoting and running the Festival.

If that’s enough info for you, then you can jump straight to our [Participation Fee Calculator](#) to get an estimation of what your Participation Fee would be. But if you’re more of a numbers person and want to do the calculations yourself, then read on!

1. The Event Listing Amount:

This set amount will be \$350 for most events in the Festival, but some events with less opportunity to recover costs through ticket sales (e.g. free events, one-on-one shows, short seasons in small venues, etc) will have a subsidised rate. To calculate this first figure, refer to the following table based on the total number of paid tickets available to sell across your full season:

Number of paid tickets available to sell	Deposit	Event Listing Amount
Zero paid tickets for sale	\$95	\$0
Fewer than 75 tickets for sale	\$95	\$60
More than 75 but fewer than 200	\$95	\$250
All other events	\$95	\$350

2. The Per-Ticket Amount:

In addition to the Event Listing Amount, your Participation Fee will have a variable Per-Ticket Amount calculated at the end of your season. This is based on the price of each ticket sold:

Ticket Price	Per-Ticket amount
Less than \$10.00	\$1.50
\$10.00 - \$24.50	\$2.15
\$25.00 - \$34.50	\$2.50
\$35.00 – \$44.50	\$3.25
\$45.00 - \$59.50	\$4.00
\$60.00 - \$79.50	\$4.95
\$80.00 - \$99.50	\$5.45
\$100.00 or over	\$5.85

The per-ticket amount applies to all tickets sold, regardless of whether they were sold through the Fringe ticket system, on the door, or directly by your venue – it is not a ticketing fee, but a contribution to the costs of running the Festival, calculated in-line with your ability to contribute.

Other Fees

Nope, that's it!

Your Participation Fee will be: a \$95 deposit, plus \$350 as an Event Listing amount (a bit less for events with lower cost recovery potential), plus a variable Per-Ticket Amount (based on the actual ticket sales you have throughout your season).

If you have any questions, please don't hesitate to get in touch: artists@melbournefringe.com.au