

# Out There Queer Fest

## Terms and Conditions

In order to register an event for Out There Queer Fest programme listing, you are required to complete a [Registration Form](#). More detail can be found on the website [www.out-there-exeter.com](http://www.out-there-exeter.com). The completed form serves as your agreement with Out There Exeter.

Out There Exeter will take you, as the person designated as the signatory, regardless of whether you are registering as an individual or on behalf of an organisation.

Your Registration Form will only be accepted if completed in full, so please ensure you provide all the information required.

### Terms and Conditions

These Terms and Conditions apply if you are registering an event at Out There Queer Fest – a festival hosted by Out There Exeter. The Terms and Conditions also relate to the information you provide in this registration for Out There Queer Fest.

You must agree to the Terms and Conditions to be eligible to register for participation in Out There Queer Fest

### Open Access

Anyone is able to register a show, workshop, exhibition, event, society meet-up, or venue for the Out There Queer Fest. However, what you present at the festival should highlight and showcase work that, either:

- Amplify LGBTQIA+ voices
- Empower the LGBTQIA+ community
- Champion LGBTQIA+ well-being
- Enrich LGBTQIA+ culture

Whilst Out There Exeter are planning the festival, Out There Exeter will work with local organisations and/or authorities to ensure a safe festival, however you should work with venues and your partners about their and your responsibilities for people's safety.

If you have arranged your event with a venue, not through Out There Exeter, make sure you have a written and signed contract in place.

### Communication

If you are the registering party you acknowledge that Out There Exeter will need to contact you via email or phone in the lead up to and during the festival with important information about your registration and the festival itself.

Out There Exeter reserves the right to contact any contact (about any relevant topic) provided (this includes any individuals added to the event organisation list) in relation to an organisation/venue/show/event that they are associated.

You understand that it is a condition of taking part in the festival that you subscribe to Out There Exeter's mailing lists. You can unsubscribe at any time from the bottom of the eNews. The eNews is our main point of contact to communicate important updates, opportunities and reminders to keep you informed and up to date.

### **Providing information in this registration**

Contacts you provide can be associated with organisations or your event. The details thereof may be displayed on Out There Exeter's website and may be used in event and venue proofs. Out There Exeter may also use your contacts to pass forward to accredited media and arts industry professionals.

Where you submit bank account details, these will only be visible to Out There Exeter. Out There Exeter will use such details only for the purposes of paying you any box office takings or other sums due by us to you and Out There Exeter will not pass these details to any third parties. We will only ask for bank details, via the [info@out-there-exeter.com](mailto:info@out-there-exeter.com) email address only, when a registration has been accepted for the festival programme.

By accepting these Terms and Conditions, you agree:

1. that the personal data that you enter is your own and that you consent to the use of your personal data,
2. that any personal data that you enter that relates to other members of your organisation is done so based on having permission from that individual to do so, and
3. that you have obtained all necessary consents and permissions from third parties under the relevant data protection legislation.

In all cases to permit the collection, processing, transmission and disclosure by Out There Exeter of any personal data comprising part of the Content for the purposes of organising, co-ordinating, advertising and marketing your event and/or Out There Queer Fest, including the sharing of such information and data with carefully selected third parties for those purposes.

You or any of your contacts may withdraw consent for us to use the data at any time by emailing [info@out-there-exeter.com](mailto:info@out-there-exeter.com)

### **Programme Listings**

Your event registration must represent one event, and individual event copy cannot advertise or reference another event. Similarly, multiple registrations submitted for a single event are not permitted and will be cancelled.

### **Content**

For the purpose of these Terms and Conditions, "Content" means content and materials including, without limitation, data, information, text, software, photographs, graphics, images,

trademarks, logos, video and sound content (including any links to, or Content on, any third-party sites).

You are prohibited from submitting Content as part of this registration for publication on Out There Exeter's website, Out There Queer Fest's Programme and other listings associated with Out There Queer Fest, any Content:

1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience; and in all cases Out There Exeter shall be the sole judge of whether material falls into any of these categories;
2. for which you have not obtained all necessary licences and/or approvals or which otherwise infringes on the intellectual property rights or other rights of any third party;
3. which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, or is otherwise contrary to the law of or infringes the rights of any third party, in any country in the world; or
4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

Out There Exeter reserve the right to delete, edit or modify any Content (without notice and in our sole discretion) where such Content is deemed to be unlawful or otherwise in violation of these Terms and Conditions.

Unless otherwise stated, all Content is owned, and remains the property of, you and relevant third parties. Out There Exeter claims no responsibility or ownership to, or rights in, the Content except as expressly set out in these Terms and Conditions. You acknowledge and agree that all Content submitted as part of an event registration (including public reviews of shows) for publication on Out There Exeter Website or in the Programme and other listings associated with Out There Queer Fest is submitted at your own risk.

## **Indemnities and Liability**

You hereby indemnify and shall keep indemnified Out There Exeter and their respective volunteers, employees, officers, agents, contractors, sub-contractors, advisers and consultants against any loss or damage arising out of:

- the Content being unlawful,
- your failure or delay to obtain the consents, licences or permissions for Content, or any other claim that the Content infringes the intellectual property rights of a third party.

Under no circumstances will Out There Exeter be liable for any Content, including but not limited to errors or omissions, or loss or damage (or claim thereof) of any kind as a result of any Content contained within, or any claim that the Content is found to be unlawful or otherwise in violation of these Terms and Conditions.

Whilst Out There Exeter will endeavour to ensure that event listings will be uploaded to the Programme in full, it will not be liable for errors or omissions. Out There Exeter will refund a

portion of fees paid solely in the event of a listing not appearing in the Programme and the Website, but will not be liable for any costs incurred by you, your organisation, or the venue, including any loss of profit, business contracts, revenue, or any special, indirect or consequential damage, or loss of any nature whatsoever arising out of errors or omissions or failure to appear in the Programme or on the Website.

## **Intellectual Property Rights**

By submitting the Show Registration Form, you confirm that you own the relevant intellectual property rights in the Content and/or have obtained all necessary licences, rights and/or permissions from third parties so as to enable Out There Exeter to use the Content for the purposes of organising, co-ordinating, advertising and marketing your event and/or Out There Queer Fest.

## **Changes after Registration**

By submitting the Registration Form, you confirm that the details of the event are correct and final. Minor editing to event Content is allowable during the proofing process, but any significant changes will be considered a new registration, leading to the cancellation of the existing registration and the payment of any fee difference (if applicable). Significant changes include (but are not limited to); show title, copy changes, change of venue. If your circumstances require a change to be made then please contact Out There Exeter directly.

## **Ticket Sales**

Your completion and submission of the Registration Form entitles

1. Tickets for your event(s) to be available for purchase through Out There Exeter's chosen booking system(s), and Out There Exeter to have exclusive online ticketing rights for your Out There Queer Fest event(s).
2. You to payment of all returns made through tickets sold through Out There Exeter's chose booking system(s), less the stated commission and ticketing booking charges, if applicable. Proceeds from ticket sales will be deposited to the designated bank account you provide no later than 01 November 2024.

You cannot sell any tickets to your Out There Queer Fest registered event through any other ticketing agency. Tickets cannot be purchased before the official on-sale date. Ticketing booking fees apply.

Any remaining tickets for your event can be sold directly at the venue, by you. Out There Exeter will not be facilitating door sales or collecting associated fees or commissions for tickets sold directly at the venue.

You will need to work with Out There Exeter and the venue, and agree on how best to facilitate ticket checking or a door list system for admittance at your event.

Out There Exeter reserves the right to exchange or refund a ticket at Out There Exeter's discretion.

## Registration and Commission Fees

No registration fee is required for non-ticketed or pay on arrival only events. An £8 registration fee applies to all ticketed events (paying or free events). This fee supports our admin services to participants, promotes equal participation, and ensures fairness. We will only ask for registration fee payment when a registration has been accepted for the festival programme.

Out There Exeter charge a 20% commission on online ticket sales processed through our chosen booking system(s). In return, Out There Exeter will leverage our resources to promote your event and maximise its reach and exposure. Out There Exeter waive our commission fee for events raising £300 or less after commission and registration fees.

Out There Exeter take 100% of ticket sales if you are being paid a flat rate Participation Fee by Out There Exeter.

## Venue Agreements

A signed venue contract is required for all event listings in the Out There Queer Fest Programme. If Out There Exeter has secured the venue on your behalf, this requirement is waived. Submitting a Registration Form without a confirmed venue contract may result in the removal of your event from the Programme, and the registration fee will be non-refundable.

## Behaviour and Conduct

Out There Exeter fosters an environment free from discrimination, harassment, and inappropriate behaviour. All participants of Out There Queer Fest should adhere to these standards and remain:

- Professionalism & Respect: Courtesy, respect, and integrity are expected, maintaining a positive image.
- Honesty & Integrity: Upholding the highest standards is required in all interactions.
- Confidentiality: Sensitive information and property must be kept confidential.
- Safety: All safety policies and procedures must be followed.
- Communication: Communication should be effective and respectful, avoiding offensive language.

Out There Exeter do not tolerate any unacceptable behaviour towards venues, volunteers, staff, contractors, participants, or attendees.

Out There Exeter support the rights of those who take part in Out There Queer Fest to do so without fear of bullying or harassment.

Any such behaviour or conduct will be investigated promptly and may result in the removal of your event from the Programme, and the registration fee will be non-refundable.

## Out There Exeter's Rights

Out There Exeter reserves the right to:

- Retain any money from ticket sales that is owing to it, if appropriate to;
- Refuse an application to register an event for Out There Queer Fest;
- Refuse to allow the registration of an event, if an event has already been registered at any time previously and cancelled with reasonable justification;
- Charge all applicable fees to any event that is listed on the booking system(s);
- Withdraw a listing from the Programme if sufficient payment in advance is not received;
- Edit or refuse copy for the Programme;
- Cancel and relist a show where significant edits are requested after the stated deadline;
- Accept corrections to a show's stated performance dates, times, durations and prices.
- Refuse to publish any text or images deemed by Out There Exeter to be inappropriate for the general audience for which the Programme is intended;
- Distribute listings and images for third party listings at Out There Exeter's discretion; and
- From time to time, send emails and eNews regarding Out There Queer Fest to the contacts you provided in the Registration Form in line with current data regulations.

If you need further assistance with your registration you can email [info@out-there-exeter.com](mailto:info@out-there-exeter.com)

