

## Terms & Conditions

This service is provided by The Academy & Agency of Performing Arts, 16 Railway Street, Navan, Co. Meath. Please read this agreement carefully as it sets out your rights and obligations with respect to use of the service provided by The Academy & Agency of Performing Arts(A&A). This agreement is an agreement between you (the 'Artist') and The A&A. By subscribing to the service or services provided by The A&A, you agree to the following terms and conditions.

This agreement constitutes the entire understanding and agreement between the Artist and The A&A with respect to the subject matter hereof. If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

The A&A shall not be liable for any delay or failure in performance under this agreement or interruption of services resulting from acts of God, civil or military authority, was labour disputes, materials provided by third parties, or any cause beyond the reasonable control of The A&A.

Use of The A&A services is at the subscriber's own risk. The A&A provides its services on an, 'as is' basis without warranty of any kind.

Due to the nature of the business, there is no guarantee that you will be chosen for any role, however, we endeavour to get work for as many of our members as possible.

For those successful in a role we cannot guarantee that services will be uninterrupted, timely, secure, or error free. In order for the A&A to function properly all contact details must be kept up to date on the database, any changes must be brought to the attention of the A&A.

The A&A cannot make any warranty the outcome of any jobs obtained through our service or the accuracy or reliability of any information obtained through the services or that defects in the services will be corrected.

The A&A reserves the right to vet all applicants wishing to join the agency service and reserves the right to refuse membership to its services without entering into discussion on why membership is refused and The A&A decision if final. A refusal of entry will result in full refund of annual fee. Character references may be requested.

Where The A&A acts as an agent for the artist, The A&A shall deduct from the moneys received by an agency fee of up to 25%. Where The A&A acts as an agent for the artist, The A&A will invoice the production company and on receipt of payment from the production company the A&A will pay the artist the amount due. The artist is responsible for paying their own taxes unless already indicated and deducted by production company.

In no event will The A&A be liable for any indirect, special, incidental or consequential damages arising out of the use. The Artist may terminate this agreement at any time by written notification to the A&A to the above address, and all details will be removed from the system within 24 hours with absolute discession. Due to misconduct The A&A can terminate this Agreement at any time for any reason, with or without prior notice. No refunds will be issued and The A&A shall have no further liability to the Artist whatsoever.

The A&A shall not be liable to the Artist or any third party should The A&A exercise its right to modify or discontinue it's services. No refunds will be granted to Artists in this instance.

On agreeing to join the A&A it is taken that the Artist will comply with punctuality and other reasonable requirements and to conduct themselves in a proper and professional manner. Any complaints may result in termination of membership No refund of any fees paid will be made in that event. The fee paid is an annual fee and The A&A reserves the right to terminate Artists accounts following the expiry of the subscription period. The Artist can renew the subscription within 14 days, following the expiry date of the subscription period. In the event of successfully obtaining work the Artist will be contacted directly by the A&A.

On registration you are requested to submit professional headshots. It is compulsory to do this. All photographs will be checked and once accepted, uploaded to [www.theacademy.ie](http://www.theacademy.ie). You grant The A&A permission to use your photo anywhere on the site or in any literature, brochures, letters and any other material of a marketing or sales nature, which The A&A may commission or use from time to time.

The A&A accepts no responsibility and shall not be liable for any consequences that are alleged to have occurred through the Artist's use, or misuse, of The A&A services. The A&A does not grant any express or implied right to the Artist in any intellectual property rights or secret information held on its servers.