**TERMS AND CONDITIONS**

**Terms and Conditions of Website Use**

*Effective for Ardent Artiste Productions Website ("the Site")*

These Terms and Conditions ("Terms") govern your use of the website operated by Ardent Artiste Productions ("we", "our", "us"). By accessing or using this Site, you acknowledge that you have read, understood, and agreed to comply with these Terms at all times.

**1. Ownership and Intellectual Property**

All content published or made available on this Site is the intellectual property of Ardent Artiste Productions and its creators. This includes, but is not limited to:

* Text
* Images
* Logos
* Audio and video content
* Documents and downloadable files
* Any other material contributing to the structure and design of the Site

You may not reproduce, distribute, or use any content from the Site without prior written permission from Ardent Artiste Productions.

**2. User Accounts**

By creating an account on our Site, you agree to the following:

1. You are solely responsible for maintaining the confidentiality and security of your account, including your password and any personal or sensitive information linked to your account.
2. The information you provide is accurate, current, and complete, and you agree to update such information as necessary.

We reserve the right to suspend or terminate any account found to be used unlawfully or in violation of these Terms.

**3. Third-Party Goods and Services**

The Site may provide access to goods or services offered by third parties. Ardent Artiste Productions makes no representations or warranties regarding the quality, accuracy, or reliability of such third-party products or services. Your interactions with any third-party services are solely between you and the third party.

**4. Links to External Websites**

This Site may contain links to third-party websites or services that are not owned or controlled by Ardent Artiste Productions. We are not responsible for the content, privacy practices, or terms of use of any third-party sites.

We recommend that users review the terms and privacy policies of any external sites before engaging with them.

**5. Limitation of Liability**

To the fullest extent permitted by law, Ardent Artiste Productions and its directors, officers, agents, employees, affiliates, and subsidiaries shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages, including legal fees, arising from your use of the Site or reliance on any content therein.

**6. Indemnification**

By using this Site, you agree to indemnify and hold harmless Ardent Artiste Productions and its affiliates, directors, officers, agents, employees, and subsidiaries from any claims, losses, damages, liabilities, and expenses (including legal costs) that arise from your use of the Site or breach of these Terms, except where prohibited by law.

**7. Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Western Australia. Any disputes arising under these Terms shall be subject to the jurisdiction of the courts of Western Australia.

**8. Severability**

If any provision of these Terms is found to be invalid or unenforceable under applicable law, such provision shall be deemed void and removed. The remaining provisions shall remain in full force and effect.

**9. Amendments**

Ardent Artiste Productions reserves the right to amend these Terms at any time to ensure legal compliance or to reflect changes in the operation of the Site. Users will be notified of any substantial amendments by email or through a notice posted on the Site. Continued use of the Site after such changes constitutes acceptance of the revised Terms.

**Festivals and Events**

Including the Burlesque Without Borders Festival and any and all other festivals and events by Ardent Artiste Productions

**10. Public Liability Insurance**

All performers are required to hold personal Public Indemnity Insurance, Personal Accident Insurance, and Travel Insurance where applicable. Recommended providers include Duck for Cover.

Ardent Artiste Productions maintains Public Liability Insurance for its events; however, this does **not** extend to individual performances, travel, or transportation arrangements made by performers.

Performers shall indemnify and hold harmless Ardent Artiste Productions against any claims relating to Public Liability or Personal Injury arising from or associated with their participation in an event.

Performers are solely responsible for any loss or damage to personal equipment or property incurred during travel to or from the event or while engaged in their performance. Ardent Artiste Productions shall not be held liable for such incidents.

**11. Communication**

All communication will be conducted via email and/or through designated social media groups created for each specific show or festival.

Performers are expected to read and respond to all correspondence relevant to their role or performance. All communications between the performer and Ardent Artiste Productions are confidential and must not be disclosed to third parties at any time.

Any public statements—verbal, written, or visual—that could cause harm to the reputation of Ardent Artiste Productions, or its events will not be tolerated. This includes slander, libel, or defamation in any form.

**12. Creative Exclusivity**

By accepting a performance contract with Ardent Artiste Productions, performers agree **not** to present the same or a substantially similar act at comparable events for a period of 90 days **prior to** and 30 days **following** the contracted event without prior written approval.

We understand performers’ need for ongoing work. Should a performer wish to use the same act elsewhere during this exclusivity period, they are required to contact Ardent Artiste Productions to discuss potential arrangements.

**13. Photography and Videography**

Ardent Artiste Productions events may be photographed or filmed for promotional purposes. By submitting your application and accepting these Terms and Conditions, you grant Ardent Artiste Productions permission to use such media for ongoing promotional use.

We commit to using images professionally and respectfully, with discretion regarding partial nudity (e.g., pasties).

Any use of show or festival images must include the following credits:
**Event Name / Ardent Artiste Productions, Performer Name, Photographer/Videographer Name**
*Example: “Burlesque Without Borders Festival, The Entrée, Photography by Amazing Photography”*

No photographs or video footage of Ardent Artiste events may be used for commercial purposes outside of Ardent Artiste Productions without prior written consent.

**14. Images and Music**

Submitted images must be high-resolution (minimum 300 dpi), in JPG or PNG format, and suitable for media use (no nudity). Files should be clearly labelled with the performer’s name and the photographer’s name (e.g., *Dita Von Teese – Amazing Photography*). We recommend plain white or dark backgrounds, as busy images are less suitable for promotional use.

While we strive to credit photographers, we cannot guarantee attribution in all cases. Do not submit images if you do not have permission for their use.

Music files must:

* Be submitted in MP3 format,
* Contain only one fully edited track per performance,
* Be clearly labelled with your stage name.

Once submitted, music selections may not be changed or significantly altered without prior written approval.

**15. Media and Marketing**

All performers are expected to actively contribute to the promotion of the event(s) in which they are involved. In return, Ardent Artiste Productions will promote individual performers and share available publicity opportunities.

If you have a unique story or angle relevant to your burlesque career, please email it to:
**info@burlesquewithoutbordersfestival.com**

**16. Venues and Technical Requirements**

Technical information will be communicated in advance of the event. Running orders and rehearsal schedules are also provided prior to the event but may change due to unforeseen circumstances. Participants are expected to remain contactable by phone or email to receive updates.

Rehearsals will be scheduled at the venue where feasible. Punctuality is essential—late arrivals may forfeit their rehearsal slot.

No additional technical equipment beyond what is provided by the venue or Ardent Artiste Productions will be supplied unless discussed and approved in advance.

**Important:** Acts selected for an event may **not** be changed without prior discussion and approval. Changes will only be accepted in exceptional circumstances.

The following materials or props are **not permitted** without written consent: liquids, confetti, paint, chalk, blood, food, glass, spray, glitter (many venues have a strict NO GLITTER policy), sharp objects, or fire.

**17. Payment and Invoicing**

**All invoices must be submitted within 14 days** of your performance or role to:

**burlesquewithoutborders@gmail.com**

**Australian Participants:**

* Submit a PDF invoice
* Include: Stage Name (if applicable), Legal Name, Address, Phone Number, ABN, Performance Date(s), and Fee.
* If you do not have an ABN, submit a “Statement by a Supplier” form (available on the Australian Tax Office website).

**International Participants:**

* Submit a PayPal invoice
* Include: Stage Name (if applicable), Legal Name, Address, Phone Number, Business Identifier Code (BIC)/SWIFT code, Performance Date(s), and Fee.

**Late Invoices:**
Invoices received more than **90 days** after the event **will not** be accepted. Invoices submitted **after 30 days** may incur a **$50 late processing fee**.

Please note: Ardent Artiste Productions does **not** cover costs related to travel, accommodation, or meals.

**18. General Conduct and Responsibilities**

To ensure a professional and orderly event environment, all participants are expected to:

* Comply with all guidelines and instructions provided.
* Treat fellow artists, staff, volunteers, venue personnel, and patrons with respect.
* Refrain from bullying, harassment, or any disruptive behaviour.
* Maintain sobriety while performing; individuals under the influence of alcohol or drugs will be removed from the event and forfeit payment.
* Leave all spaces clean and undamaged; you are liable for any damage you cause.

All props and equipment (excluding costumes) must be declared to the Stage Manager or Stagehands in advance. Performers are responsible for their own setup and teardown (“bump in” and “bump out”). Assistance may be provided for large or complex props, which must be approved in advance.

**Backstage Access:**
Friends and family members are **not permitted** backstage at any time. If an assistant is required for an act, prior written approval must be obtained. One approved support person per performer may be allowed (with prior approval).

While Ardent Artiste Productions takes all reasonable precautions, we are not liable for loss, damage, or theft of personal items. Performers are responsible for collecting any items left at the venue.

Please review and retain this document for your records. By accepting a role with Ardent Artiste Productions, you acknowledge and agree to abide by the above terms.

**Contact Details**

Please contact us if you have ay questions or concerns. Out contact details are as follows:

Ardent Artiste Productions

ardentartisteproductions@gmail.com

 Ardent Artiste Productions 2025