



Terms & Conditions

General

This website is owned and operated by: Galway Art Academy with a registered address at Windfield Gardens, Clybaun Road, Knocknacarra, Galway.

By using our website, which includes access through other digital platforms you confirm that you accept these Terms of Service ("terms") as binding upon you, including additional terms and conditions and policies referenced herein and/or available by hyperlink, and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

How Galway Art Academy Works with Clients

Hours of work

Galway Art Academy's office hours are from 9am-6pm Monday-Friday. These hours may vary due to other commitments. Our office is not open at the weekends or bank holidays.

Contacting Galway Art Academy

Galway Art Academy respects that everyone uses different platforms and works different hours. They will review all emails once a day and respond to any queries within 24/48 hours Monday to Friday. Any correspondence received through social media and other platforms will be acknowledged and responded to within 48 hours.

Storing Personal Data

Galway Art Academy respects confidentiality, transparency, and privacy. Any notes/forms that are completed are kept for seven years at the end of the contract and upon this date they will then be deleted. Any information relating to children will be kept until they are 18 and then seven years after that. The parent/ guardian or client has access to their records and can request copies of same under a Data Subject Access Request. Please note that this request

should be sent to: dee@galwayartacademy.com. Please note that certain restrictions apply when accessing some records, but these will be communicated with you directly.

Child Protection

Please note that Dee Deegan from Galway Art Academy is Garda vetted and registered with the Teaching Council of Ireland and has completed certified Child Protection and Safety Training with Tulsa. Galway Art Academy operate within Code of Ethics, Conduct, Practice & Child Protection guidelines and these are available on request.

Initial Consultation Call

Galway Art Academy understands that parents/ guardians and schools may be unsure of the suitability of the programme before they register and would like to have an initial call to go over their concerns. Galway Art Academy offer a free 20-minute call to answer any questions. Any additional time or subsequent appointments are available but billable, and you will be advised of this at the time.

Payments

School Classes and Camps

Galway Art Academy issues invoices at the start of each term to parents. Payments must be paid in full before the start of each term. If your child is attending a camp, then payment must be made in full prior to the camp starting.

All payments are non-refundable should you have to cancel for any reason. No deduction, refund or make-up classes will be provided. Class enrolments/payments cannot be transferred to another student.

Teacher CPD Training

Galway Art Academy offers CPD training for teachers and we understand that there are payment structures in place in schools. In some specific cases, Galway Art Academy may extend credit terms but makes no guarantee of providing credit to any client. In the event of being offered a credit facility, and if the client fails to make any payment within 31 days of it becoming due, Galway Art Academy shall be entitled to charge interest at the rate of 8% per month on the outstanding amounts.

Management of Children before and after the sessions

Drop off is 10mins before the start time. Students dropped off earlier than this will not be under the supervision of Galway Art Academy. Parents/guardian must be present to collect students at class finish time. If someone other than a Parent/Guardian is collecting your child

Galway Art Academy must be informed of this in advance by phone or text. Any delays in collecting students will incur an additional charge of €10 for every 15min delay. Late arrivals can only be accepted up to 20 minutes into the session - any time after this then Galway Art Academy have the right to refuse entry and no credit will apply.

Cancellation of Classes/ Camps

Galway Art Academy reserves the right at their discretion, due to unforeseen circumstances to cancel or re-schedule any classes/camps offered. If for any reason, Galway Art Academy has to cancel or cannot attend any day of class they will notify parents/guardians immediately and you will be entitled to a full refund for any time they have missed.

Travelling for Classes with Teachers

Galway Art Academy retains the right to charge for travel time. If these fees are to be applied, then this will be discussed and confirmed prior to the contract starting. Please note that any classes outside of Galway city will be charged a travelling fee at the recognised standard rate.

Termination Policy

Galway Art Academy can only work with a client if the relationship is open, transparent, and reciprocal. If either party feels that the relationship between the client and Galway Art Academy has broken down, then both parties retain the right to withdraw from the agreed contract. All efforts will be used to re-establish the lines of communication between all parties but if this fails and it is agreed to terminate the contact then 2 weeks' notice from either party is the minimal amount of time required to close off all outstanding work and invoices will be produced to cover all due monies on your account.

Non-Competition

The education materials supplied by Galway Art Academy (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Galway Art Academy may use examples of work they have created or schools that they have worked with to illustrate educational points. Any attempt by the Customer to enter the markets that Galway Art Academy operates in after gaining possession of such educational materials will be classed as entering competition with Galway Art Academy.

Confidentiality

Confidentiality is an essential part of all our services and Galway Art Academy will always, operate with the highest standard of security and confidentiality.

Protection of Intellectual Property

All materials supplied by Galway Art Academy (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Galway Art Academy may use examples of work they have created or schools that have worked with to illustrate educative points. Any attempt by the Customer to enter the markets that Galway Art Academy operates in after gaining possession of such educative materials will be classed as entering competition with Galway Art Academy.

Legal Advice

Galway Art Academy reserves the right to consult with their legal advisors in all cases of Court orders for access to personal records and/or all other information requests.

Where other names have been mentioned through the course of the sessions with Galway Art Academy then they reserve the right to redact these names on all shared documentation.

Galway Art Academy Terms & Conditions of Service

Contract Of Sale

When you order services from us, the terms in force at the time of your order will apply as the contract of sale between you and us. This contract of sale begins to be formed between us when we issue an invoice. You shall only become the full owner of the service once we have received full payment for it.

Indemnification, Liability, And Limitation

The express terms and conditions of these terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Insofar as it is lawful to do so, we do not accept liability of any description including liability for negligence or any damages whatsoever arising out of or in connection with the viewing, use or performance of this website or its contents. In the event that you reproduce, display, transmit, distribute or otherwise exploit the structure, information, material, or any portion thereof, in any manner not authorised by us, or if you otherwise infringe any intellectual property rights relating to the structure,

information, photographs, prints or this website, you unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against any and all losses, expenses, costs or damages, including reasonable lawyers' fees, incurred by you or others as a result of unauthorised use of the above and/or your breach of these terms. You unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from any claim brought by any third party against us howsoever arising from or in connection with: these terms; the supply of the services pursuant to the terms; your use of the services; or your fraud or negligence. For the avoidance of doubt, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms for any loss of profits, goodwill, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity or anticipated savings; or any indirect or consequential loss. Without prejudice to other clauses in these terms, our total liability arising under or in connection with these terms, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the purchase price paid for the relevant services that is/are the subject of a claim.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website, should be taken to indicate that all information on the website or on any related website has been modified or updated.

Sales Of Services

If you are not a consumer, you confirm that you have authority to bind any organisation on whose behalf you use our site to purchase services. We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. We reserve the right to discontinue any service at any time. In accordance with other clauses included in these terms, we make no express or implied warranty, representation or undertaking and assume no responsibility concerning the quality, nature, or fitness for purpose of the services. We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your

expectations, or that any errors in the services will be corrected, unless as required by law. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms. All descriptions of products or services are subject to change at any time without notice, at our sole discretion. Prices for our services are subject to change without notice. We reserve the right at any time to modify or discontinue our services on our website (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of such.

Refunds

We conform to Irish and EU law and regulations for the purposes of whether or not to accept returns. We deal with cases as they happen on an individual basis. We encourage you to contact us as soon as possible after delivery should you discover a fault or defect in the services. Please read our terms for cancellation and terminations earlier in this document.

Social Media Platforms

Communication, engagement, and actions taken through external social media platforms that we participate on are custom to the terms as well as the data protection and privacy policies and notices held with each social media platform respectively. You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage you when wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

Data Protection, Privacy and Security

Your rights to data protection and privacy, including security over data, are very important to us. We treat personal data obtained using this website as private and are committed to providing you with secure access to our online service. This website processes information from you as per our Privacy Statement. When you, amongst other actions, visit our website, enquire about services or send e-mails to us you understand that subsequent data processing will be done as detailed in our Privacy Statement.

Governing Law and Disputes

This website is hosted, controlled, and operated from the Republic of Ireland and therefore governed by Irish law, subject to the terms of Public International Law. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in,

or arising out of this agreement, the Irish law will apply, and the appropriate courts of the Republic of Ireland will have jurisdiction.

Variation of these Terms & Conditions

We reserve the right to make changes to this website, these terms, and the other information contained in this website at any time and without notice. Please refer to these terms when you visit the website as they may change from time to time.

Severability

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Waiver

The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

Entire Agreement

These terms and any policies or operating rules posted by us on this website or in respect to our website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms). Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.

Contact Information

You may contact us by e-mail at the following address: dee@galwayartacademy.com

Contact information published on this website is published for the purpose of users or prospective users contacting us about services offered to them. This information should not be considered as made manifestly public for the purposes of general marketing contact.