

Terms and Conditions of DivyangKala- The Talent House of Differently Abled People

“***DivyangKala- The Talent House of Differently Abled People***” carries on the Talent within the Differently Abled people to encourage them and showcase their talent to the society. “DivyangKala” will provide them a hope of living with pride, prosperity, and respect they deserve.

DivyangKala - The Talent House of Differently Abled People is a team of Differently Abled people with a respective talent of Differently Abled Person. Talents can be classified as Entertainment, Arts, Sports, and Others

The DivyangKala team consist of Solo, Duet, Trio, Group, Special School and Others artists or performers irrelevant to their field they belong to, the type and percentage of disability a person have.

The following Terms and Conditions set out the relationship between DivyangKala - The Talent House of Differently Abled People (ourselves) and our Differently Abled talented candidates or a Special School for whom we are seeking introductions to potential and right kind of platforms to showcase their talents to the society carries on as per the requirement of the TV shows/ Events/ Others.

1. DEFINITIONS AND INTERPRETATION.

1.1. The following expressions shall have the following meanings:

1.1.1. “**Agent**” refers to any person or set of people or the candidate itself who identifies any kind of talent within Differently Abled and come to us to take a assistance to give him or her right kind of platform from DivyangKala- The Talent House of Differently Abled People.

1.1.2. “**Candidate**” is you and you require us to seek introductions for you to potential and right kind of platforms to showcase their talent to the society carries on as per the requirement of the TV shows/ Events/ Others.

1.1.2.1. Candidate “**Must**” be Differently Abled in sense of Physical, Mental, Financial, and Social.

1.1.2.2. Candidate can be of “**Any**” age group and gender.

1.1.2.3. Candidate can be “**Solo, Duet, Trio, Group, Special School candidate’s and others.**”

1.1.3. “**Client**” means any third party, individual, partnership, company or other organisation or entity which contracts with the DivyangKala - The Talent House of Differently Abled People with a view to procuring the services of a specific candidate/s or a Special School and also with a “**Prior Consent**” of a candidate or a special school as per the requirement of the TV shows/ Events/ Others

1.1.4. “**Working Day**” means a day other than a Saturday, Sunday or public holiday in India when banks in India are open as the working day.

1.1.5. “**Engagement**” means the TV shows/ Events/ Others or use of the Candidate of DivyangKala - The Talent House of Differently Abled People by the Client, or any third party to whom the Talent House has introduced the Candidate, on a permanent or short-term basis only under the “**Written**” form of contract or relevant agreement;

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1.1.6. Introduction” means to understand the requirement of Client, Third party, as per the requirement of the TV shows/ Events/ Others and according to requirement DivyangKala - The Talent House of Differently Abled People will identify the best suited talents of the candidate/s or a Special School to showcase their talents on their respective platform.

1.1.7. “Regulations” means The Conduct of Indian Trust Act 2015.

1.1.8. “Services” means the DivyangKala - The Talent House of Differently Abled People will provide a right kind of platform to a Differently Abled person of the Talent House to showcase their talent to the society;

1.1.9. “Representative” means the representative of the Candidate may attend any kind of event along with a required candidate/s or a Special School because all candidates are Differently Abled person so they may need an assistant to do their activities and The representative can also understand and sign the agreement on behalf of the Differently Abled person as per the requirement of the TV shows/ Events/ Others by the client or the third party with a view to securing an Engagement with a client or the third party and one of the representative of DivyangKala- The Talent House of Differently Abled People. The Representative of the Candidate can be their Parents, Special School, and their guardians as the Candidate are Differently Abled Person.

1.2. Clause headings shall not affect the interpretation of these Terms and Conditions.

1.3. References to clauses are to the clauses of these Terms and Conditions.

1.4. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.7. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.8. Writing or Written includes Letters and E-Mail.

1.9. Any words following the terms **including include, in particular,** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.10. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. GENERAL

2.1. The DivyangKala - The Talent House of Differently Abled People Must only consist of a Differently abled person or group in a team. The Differently Abled person may include Physical, Mental, Financial, Social and others

2.2. The DivyangKala - The Talent House of Differently Abled People shall provide Representation of the Candidate /s or a Special School on these Terms and Conditions and these Terms and Conditions shall supersede any other documentation or communication between parties.

2.3. Any variation to these Terms and Conditions must be agreed in **“Writing”** by DivyangKala- The Talent House of Differently Abled People.

2.4. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the DivyangKala - The Talent House of Differently Abled People (Agent) may be entitled in relation to the Services, by virtue of any statute, law or regulation.

2.5. Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between us.

2.6. The DivyangKala - The Talent House of Differently Abled People is acting in the capacity of Differently Abled and their respective talent.

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3. APPOINTMENT AS DivyangKala (AGENT)

- 3.1. The Agent shall operate at all times to identify the talent of the Differently Abled person at the same time motivate them to showcase their talent to the society.
- 3.2. The Agent will act as the Representative of DivyangKala - The Talent House of Differently Abled People who will be responsible for explaining the vision and mission of our DivyangKala - The Talent House of Differently Abled People and convince him or her to join our team.
- 3.3. These Terms and Conditions do not give rise to a contract of any kind of employment between the Agent and the Candidate /s or a Special School.
- 3.4. The Agent will not charge a fee to the Candidate /s or a Special School for the Representation of DivyangKala- The Talent House of Differently Abled People.

4. CANDIDATE OBLIGATIONS

- 4.1. The Candidate /s or a Special School may or may not get any monetary or any other kind of consideration for showcasing their talent as this totally depends on the client's vision and mission of the Show or Event and negotiations between us. All the decision making power will be in the hands of the founder of DivyangKala- The Talent House of Differently Abled People.
- 4.2. The Candidate /s or a Special School should not engage in any conduct which is detrimental to the interests of the Agent, would negatively affect the Agent's relationship with the Client or is likely to bring the Agent into disrepute.
- 4.3. The Candidate /s or a Special School shall, before the commencement of doing the Show, Event, have provided DivyangKala - The Talent House of Differently Abled People with:
 - 4.3.1. Satisfactory evidence of their identity which shall include, but not be limited to, the video of the candidate with their respective talent; personal information which is been mentioned in the candidate /s or a Special School form of DivyangKala - The Talent House of Differently Abled People and
 - 4.3.2. A CV and portfolio where such is requested by the Agent.
- 4.4. The Candidate /s or a Special School shall be clear about the type of work sought and by accepting these Terms and Conditions warrants the accuracy of the details of this work given to the DivyangKala- The Talent House of Differently Abled People.
- 4.5. If in respect of any prospective employment, the Candidate is required by law, any professional body or by the Client to hold or have any experience, training qualifications and/or authorisations, the Candidate shall provide the DivyangKala - The Talent House of Differently Abled People with: (a) up to date copies of such qualifications and/or authorisations; and (b) the names of two referees (who are not relatives of the Candidate) who the Candidate agrees that the DivyangKala - The Talent House of Differently Abled People may approach at any time for the purpose of obtaining references about the Candidate.
- 4.6. The Candidate/s or a Special School consents to the disclosure of all relevant information (which is reasonably required to progress any application) including but not limited to copies of qualifications, authorizations and/or references, by the DivyangKala - The Talent House of Differently Abled People to the Client.
- 4.7. The Candidate shall immediately inform the DivyangKala - The Talent House of Differently Abled People should there be any reason or circumstance under which it would be detrimental to the interests of the DivyangKala- The Talent House of Differently Abled People, the Client or the Candidate for the Candidate to take up a particular position with a Client including but not limited to:
 - 4.7.1.1. The Candidate has previously been in contact or had any dealings with a Client whom the DivyangKala - The Talent House of Differently Abled People introduces to the Candidate; or
 - 4.7.1.2. The Candidate is or has attended a Client for the same position having being introduced by DivyangKala- The Talent House of Differently Abled People.
- 4.8. If, following an Introduction from the DivyangKala- The Talent House of Differently Abled People, the Candidate receives an offer of Show, Event, and others Engagement to work for or with a Client introduced by the DivyangKala- The Talent House of Differently Abled People, the Candidate shall inform the DivyangKala - The Talent House of Differently Abled People immediately and provide

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the DivyangKala - The Talent House of Differently Abled People with full details of the offer given by the client /contract of employment if requested.

4.9. The Candidate/s or a Special School should not approach any Client introduced by DivyangKala - The Talent House of Differently Abled People without their prior permission.

4.10. The Candidate/s or a Special School can approach any Client which has not been introduced by DivyangKala - The Talent House of Differently Abled People and can do the Show, Event and Other and may or may not share the information for the same to DivyangKala- The Talent House of Differently Abled People.

4.11. The Candidate/s or a Special School shall/shall not be responsible for costs of travel and other expenses incurred by the Candidate in connection with the attendance of the Candidate on a Client Show and Event. This is decided by the DivyangKala - The Talent House of Differently Abled People in the meeting with the client or other parties.

5. DIVYANGKALA - THE TALENT HOUSE OF DIFFERENTLY ABLED PEOPLE OBLIGATIONS.

5.1. The DivyangKala - The Talent House of Differently Abled People shall use all reasonable endeavors to secure a suitable Engagement for the Candidate/s or a Special School but shall be under no obligation to find an Engagement for the Candidate/s or a Special School.

5.2. The DivyangKala - The Talent House of Differently Abled People will provide the Representative of DivyangKala - The Talent House of Differently Abled People with a required skill, care and in accordance with the recognized codes of practice and statutory obligations.

5.3. The DivyangKala - The Talent House of Differently Abled People shall take all reasonable steps to ensure Clients are professional and courteous but cannot be held responsible for the conduct of any third parties.

5.4. An offer of any Shows and Events is not made until written details are received from the Client. The DivyangKala - The Talent House of Differently Abled People does not accept any responsibility and shall not be liable for any loss suffered by the Candidate/s or a Special School by reason of the Candidate /s or a Special School decision to resign from his/her current Event and Show or any existing engagement before or after receipt of the Client's written offer.

6. TERMINATION

6.1. The Agreement shall continue until the agency services have been provided in terms of the Representation or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with the terms of these Terms and Conditions.

6.2. The DivyangKala - The Talent House of Differently Abled People may terminate the candidate/s or a Special School without notice at any time and for any reason at the Agent's sole discretion.

6.3. The Candidate/s or a Special School shall be entitled to terminate the DivyangKala - The Talent House of Differently Abled People at any point by giving one months notice in writing.

6.4. Either party may terminate these Terms and Conditions by notice in writing to the other if:

6.4.1. The other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

6.4.2. The other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

6.4.3. The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

6.4.4. The other party ceases to carry on its business or substantially the whole of its business; or

6.4.5. The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

6.5. Any rights to terminate these Terms and Conditions shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of these Terms and Conditions as at the date of termination.

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7. **WARRANTY**

7.1. Both parties warrant their authority to enter into these Terms and Conditions and have obtained all necessary approvals to do so.

8. **LIMITATION OF LIABILITY**

8.1. Nothing in these Terms and Conditions shall exclude or limit the liability of the DivyangKala - The Talent House of Differently Abled People for death or personal injury of the Candidate/s, however the DivyangKala - The Talent House of Differently Abled People shall not be liable for any direct loss or damage suffered by the Candidate/s or a Special School or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the DivyangKala - The Talent House of Differently Abled People in the insurance year in which the Client's claim is first notified.

9. **INDEMNITY**

9.1. The Candidate/s or a Special School undertakes to indemnify and keep fully indemnified the DivyangKala - The Talent House of Differently Abled People at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the DivyangKala- The Talent House of Differently Abled People), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Candidate/s or a Special School of any of the Candidate/s obligations, undertakings or warranties as set out in these Terms and Conditions.

10. **FORCE MAJEURE**

10.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, stage fear, depression, physical or mental dysfunction of any candidate/s or a Special School and the party shall be entitled to a reasonable extension of its obligations.

11. **ASSIGNMENT**

11.1. The Candidate/s or a Special School shall not be entitled to assign its rights or obligations or delegate its duties under these Terms and Conditions without the prior written consent of the DivyangKala- The Talent House of Differently Abled People.

12. **THIRD PARTY RIGHTS**

12.1. A person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Third Party Beneficiary Rights) to enforce any term of these Terms and Conditions.

13. **SEVERANCE**

13.1. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

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14. WAIVER

14.1. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.2. Unless specifically provided otherwise, rights and remedies arising under these Terms and Conditions are cumulative and do not exclude rights and remedies provided by law.

15. NOTICES

15.1. Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved to be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

16. ENTIRE AGREEMENT

16.1. These Terms and Conditions constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17. GOVERNING LAW

17.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of India and the parties hereby submit to the exclusive jurisdiction of the English courts.

AFFIRMATION BY WRITTEN DECLARATION

I certify that I am empowered to execute this application as required by Divyangkala-The Talent House of Differently Abled I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in a criminal penalty or administrative action, including a fine, suspension or revocation of the license.