



Adelaide Floristry School
ABN 85 276 105 684
Unit 19/60 Richmond Rd, Keswick
Tel: +61 424 027 442
Email: info@adelaidefloristryschool.com

Terms and Conditions of Course Enrolment

1. Application

- 1.1 The following terms and conditions (**Terms**) apply to each enrolment for the attendance of floristry courses (**Course**) conducted by **Ms Vanessa Miglis through Adelaide Floristry School** in Australia, (**herein defined collectively as "the School" and includes any of its teachers from time to time**) to the student (**I, Me, My, Student, You, Your**). These Terms supersede any previous written or oral agreements or understandings (if any) entered into between the School and the Student in connection with the provision of the Course.
- 1.2 These Terms constitute the entire agreement between You and the School (the **Parties**) regarding enrolment into a Course, unless otherwise agreed in writing between the Parties. To the extent of any inconsistency these Terms will prevail over any other Course materials which may be provided.

2. Information

- 2.1 I confirm that all information provided pursuant to my enrolment/registration is true and correct to the best of my knowledge. Any offer to a course, or any subsequent enrolment, made on the basis of untrue or incomplete information may be withdrawn or varied by the School.
- 2.2 I agree to contact and advise the School as soon as practicable, if any of the information provided pursuant to my enrolment/registration changes.
- 2.3 I agree to ensure that the School is advised of any changes to my personal contact details and information.

3 Fees

3.1 Payment

- 3.1.1 I acknowledge and accept that payment for the Course consists of three components:
 - 3.1.1.1 Course cost (excluding GST);
 - 3.1.1.2 weekly material costs (including GST); and
 - 3.1.1.3 a deposit (full-time enrolled students only).
- 3.1.2 I acknowledge and accept that payment in full for the Course cost is due four (4) weeks from the commencement date of the Course.
- 3.1.3 I acknowledge and accept that payment for weekly material costs is required two (2) weeks prior to the commencement of the class.
- 3.1.4 I acknowledge and accept that any payments required will be accepted by the School in the form of:
 - 3.1.4.1 cash;
 - 3.1.4.2 direct debit;
 - 3.1.4.3 MasterCard or Visa credit cards (surcharges may apply); or
 - 3.1.4.4 Electronic Funds Transfer (EFT).
- 3.1.5 I acknowledge and accept that if the outstanding Course fees are not rendered, the debt may be referred to the School's debt collection agency; and I will be liable for all costs (legal or otherwise) relating to the recovery of all monies payable including all charges and fees. Such demand may be delivered by post to My last known address.

3.2 Deposit (Full-Time Enrolled Students only)

3.2.1 I acknowledge and accept that upon the submission of My Course enrolment application to the School, I am required to pay a deposit to secure my enrolment into the Course as follows:

3.2.1.1 \$300.00 for the Industry Ready Course.

3.2.2 I acknowledge and accept that the deposit(s) paid are strictly non-refundable.

3.2.3 I acknowledge and accept that it is strictly at the discretion of the School that up to 50% of the deposit be refunded through its consideration of any existing extenuating circumstances.

3.2.4 I acknowledge and accept that should any extenuating circumstances exist to cause the cancellation of my enrolment and I am to seek a partial refund of My deposit paid, such circumstances must be communicated to the School within three (3) days of My becoming aware.

3.3 Attendance

3.3.1 I acknowledge and accept that in the event that I am no longer able to continue My attendance for a Course, I am not eligible for a refund.

3.3.2 I acknowledge and accept that it is strictly at the discretion of the School to issue me with a credit note on a pro-rata basis should the cessation of My attendance be caused by extenuating circumstances.

3.3.3 I acknowledge and accept that should any extenuating circumstances exist to cause the cessation of My attendance, such circumstances must be communicated to the School within three (3) days of My becoming aware.

3.3.4 I acknowledge and accept that should the School exercise its discretion to issue me with a credit note, the credit note is non-refundable and is valid for six (6) months from the date of issue.

3.3.5 I acknowledge and accept that in the event I am unable to attend a class, I am required to provide the School with no less than seventy two (72) hours' notice prior to the scheduled class to be eligible for a credit note to the value of the class.

3.3.6 I acknowledge and accept that in the event I am unable to attend a class and fail to provide the School with no less than twenty four (24) hours' notice prior to the schedule class, I will not be eligible for a credit note as set out in 3.3.3 and I will be charged for the weekly material cost(s) of the class.

3.4 Credit Notes

3.4.1 I acknowledge and accept that any issued credit notes strictly have a six (6) month expiry from the date of issue and are strictly redeemable for Course costs.

3.4.2 I acknowledge and accept that, for the avoidance of doubt, credit notes are not redeemable for weekly material costs, sundries, equipment or products available for purchase through the School.

3.5 Payment Plans

3.5.1 I acknowledge and accept that should I elect to pay for My enrolled Course by a payment plan, I am required to make payment on the following bases:

3.5.1.1 equal fortnightly payments for Short Courses, payment due dates are to be advised by the School; or

3.5.1.2 equal monthly payments for the Industry Ready Course, payment due dates are to be on the first (1st) day of each month.

3.5.2 I acknowledge and accept that in the event that I am no longer able to continue My attendance for a Course, my obligation to pay for the full cost of the Course remains.

3.5.3 I acknowledge and accept that should My attendance for a Course cease, I may fulfil my obligation for the outstanding Course costs by:

3.5.3.1 paying in full; or

3.5.3.2 paying equal weekly or fortnightly instalments.

3.5.4 I confirm that should I am only eligible a credit note for the value equal to the amount due in clause 3.5.3 if I elect to pay the outstanding Course costs in full.

3.5.5 For the avoidance of doubt, I acknowledge and accept that I will not be eligible for a credit note for the value equal to the amount due at clause 3.5.3 if I elect to pay the outstanding Course costs in equal weekly or fortnightly instalments.

4 Price

4.1 I acknowledge and accept that all prices, which are set out in the material supplied by the School (as varied from time to time) and accepted in the Customer Order charged are subject to the Customer's order being for the whole quantity specified in the quotation, unless otherwise agreed in writing between the parties.

4.2 I acknowledge and accept that prior to the acceptance by the School of Your enrolment/registration, the School reserves the right to vary prices at any time by giving notice by any means to You to reflect those increased costs or changes in exchange rates, duties and like charges which are incurred by the School.

5 Bookings (Casual Students Only)

5.1 I acknowledge and accept that bookings for any classes are compulsory.

5.2 I acknowledge and accept that I must place my booking for any classes one (1) week prior to the scheduled date of the class.

5.3 I acknowledge and accept that my booking is not secured until I:

5.3.1.1 receive written or verbal confirmation of my booking from the School; and

5.3.1.2 have paid in full through one of the payment methods under clause 3.1.4.

5.4 I acknowledge and accept that in the event I am unable to attend a class, I am required to provide the School with no less than seventy two (72) hours' notice prior to the scheduled class to be eligible for a credit note to the value of the class.

5.5 I acknowledge and accept that in the event I am unable to attend a class and fail to provide the School with no less than seventy two (72) hours' notice prior to the scheduled class, I will not be eligible for a credit note as set out in 5.4 and I will be charged for the weekly material cost(s) and any other outstanding costs of the class.

6. Participation

6.1 I acknowledge and accept that the School is an adult-orientated learning environment, however with Parent or Legal guardian's permission, the School may accept students aged 16 years and above into the Course.

6.2 I acknowledge and accept that it is My responsibility to note the date, time and venue of My Course as the School will only contact a student should there be a change to the initial information provided.

6.3 Courses do not run on public holidays unless otherwise stated.

7 Occupational Health and Safety and Conduct

7.1 I acknowledge and accept to abide by the School's **Occupational Health and Safety Policy** which I have received and read.

7.2 I acknowledge and accept that I will conduct myself in a professional and responsible manner at all times whilst on and off School premises in undertaking any Course, this includes punctuality to scheduled classes and being polite and respectful of all people including My teachers and fellow students. I acknowledge and accept that the consumption of drugs and alcohol is prohibited on the School premises and during off-site assignments.

7.3 I acknowledge and accept that the School reserves the right to terminate My enrolment at any time for non-payment of Course Fees, failure to comply with the School rules and regulations, or conduct deemed unsatisfactory.

8 No Liability

8.1 I acknowledge and accept that I am required to exercise reasonable care when using and handling School equipment and accessories. In the event School property or equipment is damaged or stolen as a result of My failure to exercise proper and reasonable care, I am liable to pay all costs associated with the repair or replacement of that property within twenty eight (28) days of the damage occurring.

8.2 I acknowledge and accept that the internet is provided for the sole purpose of research and completion of activities or assignments in relation to the Course. Personal use such as downloading of music and/or movies, social networking (e.g. Facebook, Instagram), I.M. (Instant Messaging such as 'Facebook Messenger, Skype) and email are not permitted unless permission is granted by the School for a specific purpose relating to the completion of the Course.

8.3 I acknowledge and accept that I am responsible for My own books, equipment and personal items and hereby release the School from all liability and claims for loss or damage to such items, howsoever caused.

9 Accident Waiver and Release of Liability

9.1 To the full extent permissible by the law, I assume all of the risks of participating or attending the course(s) provided by the School, including by way of example and not limitation, any risks that may arise from

negligence or carelessness on the part of the School, from dangerous or defective equipment or property owned, maintained, or associated with the School.

- 9.2 I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that I know of no health-related reasons or problems which preclude my participation in scheduled activities that form the Course.
- 9.3 I acknowledge and accept that in case of an accident or illness where I require medical treatment, staff will call an ambulance and I will be responsible for any ambulance fees and medical costs involved.
- 9.4 I acknowledge that this Accident Waiver and Release of Liability may be relied upon by the School, and affiliates of the School (such as event holders and sponsors) and that it will govern my actions and responsibilities in any Course activity or event.
- 9.5 I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the School, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the Course.
- 9.6 I HOLD HARMLESS, AND WILL NOT SUE the School and herein release it to the full extent permissible at law, from any and all liabilities or claims which may be made as a result of My enrolment, whether or not such liabilities are caused by the negligence of the School or otherwise.

10 Intellectual Property

- 10.1 I acknowledge and accept that all intellectual property created by or on behalf of the School in relation to the Course provided by the School will be and remain the sole property of the School. I, the Student, does not acquire any rights in the School's intellectual property under these Terms, other than the right to use such intellectual property within My Course work, and will not exploit, replicate, reverse-engineer or use for any other purpose the School's intellectual property or any materials or documents in which the intellectual property is recorded.
- 10.2 I acknowledge and accept that all technical information, advice, know-how, drawings, designs and samples provided by the School are confidential and the proprietary information of the School. I will keep all such information secret and confidential and will not disclose it or any part thereof to any person without the express written authority of the School.

11 Privacy

- 11.1 I acknowledge and accept that by registering into a Course at the School I agree to receiving email confirmation, correspondence and an e-newsletter for the purpose of receiving information from the School.
- 11.2 I acknowledge and accept that any financial, personal and/or medical information collected by the School will be kept confidential at all times and will not be distributed to third parties for use.
- 11.3 I acknowledge and accept that to comply with the privacy act in all respects, all information contained in this document and all other documents given to the School pertaining to the same signatory of this document or their agent, may be given to a third party for the exclusive purpose of debt collection. This information may also be shared with a Credit Reporting Agency for the purpose of creating or maintaining an information file on Me.
- 11.4 I acknowledge and accept that the School's primary purpose in collecting My information is to fulfil its business commitments to Me in providing education and training. The School may use the information I provide to help improve the services it delivers, measure interest in its services, inform Me of other products and services or to comply with requirements under the law. The School shall not otherwise disclose My personal information to any other party without My consent and will not sell personal information to third parties.

12 Marketing materials

- 12.1 I grant to the School the right to take photographs, film, videotape or other images of works produced during the Course on the premises or otherwise located at external premises, and to use, reproduce, publish, edit, modify, dispose of or otherwise deal with those images, in the School's brochures and other marketing, promotional and the School material, without the need for any further consent from Me.

13 Variations to Specifications

- 13.1 I acknowledge and accept that the School is committed to a policy of continual service improvement and reserves the right to modify the requirements for any Course it provides to Me.

14 Termination

- 14.1 I acknowledge and accept that the School may cancel or postpone the scheduled lessons at any time by providing me with reasonable notice by any means.

14.2 The School shall not be liable for any loss or damage, including any consequential loss or damage, as a result of any cancellation or postponement of scheduled lessons where reasonable notice is provided.

14.3 I acknowledge and accept that the School reserves the express right and discretion to terminate My enrolment for breach of any material terms and conditions including those relating to conduct and payment with immediate effect upon written notice.

14.4 I acknowledge and accept that upon termination:

14.4.1 all monies owing to The School will immediately become due and payable;

14.4.2 the School may, in its discretion, exercise its rights under clause 15.1;

14.4.3 the School may prohibit my entrance onto School premises at the date of termination;

14.4.4 I will be required to reimburse the School for all reasonable costs incurred by the School, up until the date of termination, in connection with the provision of the Course.

14.5 Termination of these Terms will not affect any accrued rights or remedies any party may have as at the date of termination.

15 Force Majeure

15.1 Neither You nor the School will be liable for any breach of any provision of these Terms arising from an act of God, natural disaster, terrorism, war or any other, occurrence beyond the control of either party.

16 Variation of Terms

16.1 I acknowledge and accept that these Terms and Conditions may be amended or superseded from time to time by written notice given by the School.

16.2 I acknowledge and confirm that if I do not agree to the School's proposed variations, the contract between the School and I will terminate upon the conclusion of the Course.

16.3 I acknowledge and accept that where I elect to continue my enrolment and/or enrol into a new Course after provision of the amended Terms and Conditions, it will be deemed that I have accepted the proposed variations.

17 General

17.1 I acknowledge and accept that nothing in these Terms constitutes a relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

17.2 I acknowledge and accept that the whole or any part of any clause of these Terms that is illegal or unenforceable will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms.

17.3 I acknowledge and accept that the failure of a party at any time to insist on performance of any obligation under these Terms is not a waiver of its right to insist on performance of that obligation or to claim damages unless that party acknowledges in writing that the failure is a waiver.

17.4 I acknowledge that the School accepts no responsibility for changes in any law which may affect the provision of its services.

18 Notice

18.1 Email: info@adelaidefloristryschool.com

18.2 Phone Number: Mbl 0424 027 442

19 Jurisdiction

19.1 These Terms shall be read and construed in accordance with the laws of the State of South Australia and, where applicable, the Commonwealth of Australia and the Parties submit to the non-exclusive jurisdiction of the courts of South Australia in respect of any dispute or any other matter arising out of these Terms.