



## **terms + conditions**

The Participant agrees to undertake the Course with Bloom College subject to the following Terms and Conditions.

Bloom College reserves the right to modify these Terms and Conditions at any time. The Participant will be notified of any such modifications.

### **Governing Law & Australian Consumer Law**

The Agreement is governed by and construed in accordance with the laws of Victoria, Australia.

Nothing in the Agreement is intended to exclude, restrict or modify rights which the Participant may have under the ACL or any other Law.

If any provision of these Terms and Conditions is invalid under the ACL or any other Law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect at all, then it is to be severed from these Conditions and the remainder of these Terms and Conditions will continue to have full force and effect.

### **Definitions and Interpretation**

In these Terms and Conditions unless inconsistent with the context:

- ACL means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- Agreement means the agreement between Bloom College and the Participant for the Participant to undertake the Course as constituted by these Terms and Conditions;
- Bloom College means Bloom College Pty Ltd ACN 604736718 of 5/339 Williamstown Rd, Port Melbourne 3207
- Class means a class undertaken as part of the Course;
- Course means the floristry course taught by Bloom College;



- Course Fee means the fee for the Course payable by the Participant to Bloom College as determined from time to time by Bloom College and communicated to the Participant;
- Course Commencement Date means the date of commencement of the course as determined by Bloom College from time to time and communicated to the Participant;
- Intellectual Property means all rights resulting from intellectual activity and includes copyright, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and all rights and interests of a like nature, including but not limited to methods and techniques, together with any documentation relating to such rights and interests;
- Law means any relevant federal, state or local statute, ordinance, rule, regulation or standard, and includes the ACL, as amended from time to time;
- Participant means the student individual who enrolls in the Course and who has agreed to these terms and conditions;
- Terms and Conditions means the terms and conditions of a Participants participation in the Course as set out in this document;

### **Course payment and cancellation of enrolment**

The Participant must pay the Course Fee at the time of enrolment in the Course.

The Participant may cancel their enrolment in the Course at least 14 days prior to the Course Commencement Date and receive a full refund of the Course Fee. \*

If the Participant wishes to cancel their enrolment in the Course less than 14 days prior to the Course Commencement Date they will receive a refund of 50% of the Course Fee. \*

\* Refunds do not apply to The Career Change Course product, please refer to Terms and conditions relating to that course\*

If the Participant wishes to cancel their enrolment in the Course less than 48 hours prior to the Course Commencement Date they will not receive a refund of the Course Fee.

If the Participant wishes to be transferred into another course date after booking they must provide at least 14 days notice. The Participant must attend the transfer course within 12 months of the request.



### **Timetable and absences**

All Classes and Courses are subject to change. Bloom College will use its best endeavors to ensure the Classes or Courses operate as advertised.

Any changes in Classes or Courses will be communicated to the Participant prior to the commencement of the Class or Course.

If the Participant is unable to attend a Class, the Participant may nominate another person to attend in their place or may collect their flowers. If another Participant is to attend, details of that person must be provided to the Bloom College office. Make up classes are unable to be offered (without exception).

### **Footwear and clothing**

The Participant must bring the following materials to each class:

- apron;
- hand towel; and
- gloves.

The apron will, of course, help protect your clothing and you will use the towel to dry your hands and bench top. Bloom College will provide a mop and old towels to mop up any spills.

The gloves will save your hands.

To ensure the safety of the Participant, the Participant must wear closed-toe shoes, preferably with non-slip soles, to all Classes.

### **Intellectual property**

All intellectual property of Bloom College, including but not limited to any goods or manuals produced and provided by Bloom College and any developed during the Course, is the sole property of Bloom College. For the purpose of this clause 7 intellectual property means all rights resulting from intellectual activity and includes copyright, inventions, patent rights, registered and unregistered trademarks, design rights, circuit



layouts and all rights and interests of a like nature, including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

### **Indemnity**

The Participant agrees to indemnify Bloom College and any of its associated parties from all claims, losses, expenses, damages, costs and injuries arising directly or indirectly from undertaking the Course and to the extent permitted by Law, the Participant acknowledges that Bloom College will not be liable to the Participant for any loss or damage suffered as a result of the Participants participation in the Course.

### **Gift vouchers**

Bloom College gift vouchers are valid for 12 months from the date of purchase.

Gift vouchers are non refundable.

### **Miscellaneous**

#### **Force majeure**

Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under this Agreement or for any loss or damage if such performance or exercise is prevented or hindered in whole or in part by reason of a Force Majeure Event.

Nothing in this clause will excuse payment of any money due or which becomes due under this Agreement.

#### **Intellectual property**

All Intellectual Property of Bloom College, including any developed during the Course is the sole property of Bloom College.



## **Confidentiality**

All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge, and will not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by law.

## **Privacy policy and use of information**

Bloom College complies with the Privacy Act 1988 as amended and is bound by the National Privacy Principles dealing with the collection, use and storage of personal information about individuals.

## **Dispute**

If a dispute arises under these Terms and Conditions, the parties will attempt to negotiate a resolution by good faith negotiations.

If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally.

## **Waiver**

A single or partial exercise or waiver of a right relating to these Terms and Conditions will not prevent any other exercise of that right or another right.

## **Video & image release**

Bloom College may at times take images & footage within classes. If you do not wish to be photographed or filmed please advise our office prior to class or advise your teacher. The images and footage may be used for marketing material or for the production of educational products.