



TERMS and CONDITIONS for Classes and Workshops

These terms and conditions (the “Terms”) apply to all goods and services available through the website under the domain name www.artstree.com.au (the “Website”) and the registered business Graham George Cox t/a Arts Tree. When purchasing any goods or services from Arts Tree the purchaser signifies their agreement to be bound by these terms.

1. Bookings and Payments

- 1.1 All booking enquiries must be made through the Arts Tree telephone contact or info@artstree.com.au in advance. This is essential to determine if a vacancy is available in the desired class or workshop.
- 1.2 Arts Tree will confirm a place in a class or workshop once payment has been confirmed.
- 1.3 Arts Tree reserves the right to accept, refuse or negotiate a payment plan (or such like) for any goods or services from any participant.

2. Classes

- 2.1 To secure a place in a class the fee must be paid in full in advance on ‘a first in first served’ basis.
- 2.2 All classes are paid in advance in 4 week blocks of 2 hours per week.
- 2.3 All classes are capped and Arts Tree reserves the right modify the cap number as it is deemed necessary.

3. Workshops

- 3.1 To secure a place in a workshop the fee must be paid in full in advance on ‘a first in first served’ basis.
- 3.2 All workshops are capped and Arts Tree reserves the right modify the cap number as it is deemed necessary.
- 3.3 Workshops are held over 2 days, usually consecutively, with each day starting at 9:00 am and finishing at 4:30 with a half an hour’s break for lunch.
- 3.4 Arts Tree reserves the right to change the start and finishing times of workshops.
- 3.5 Any pre/paid workshop participant affected by such a change will be notified as soon as any change is made and if necessary offered another workshop time or a full refund, less the non-refundable administration fee outlined in clause 6.1, below.

4. Participation

- 4.1 For the full Arts Tree experience in getting the most out of a 2 hour session participants are expected to be ready at the start time and wrap and clean up after the finish time. The ideal duration of set-up and wrap is no more than 15 minutes each.

- 4.2 If participants arrive late or leave early they are expected to do so quietly causing minimal disturbance to the class. The tutor must be informed of any such arrangements or disturbances prior to the class starting.

5. Availability and information

- 5.1 Arts Tree endeavours to make as many classes and workshops available however reserve the right to vary the availability and information for classes as is deemed necessary.

6. Cancellation and refunds

- 6.1 Any requests or payment of refunds by Arts Tree will incur a \$20.00 administration fee.
- 6.2 Should a class or workshop need to be cancelled due to insufficient numbers, participants will be notified and either offered a similar class or workshop or a full refund, less the non-refundable administration fee.
- 6.3 Up to 7 days before a scheduled class or workshop Arts Tree will accept a cancellation and refund any payment, less the non-refundable administration fee.
- 6.4 From 6 days to 24 hours before a scheduled class or workshop Arts Tree will accept a cancellation and refund, less the non-refundable administration fee, at 70% of the remaining original payment.
- 6.5 In the 24 hour period before a scheduled class or workshop no refund is available.
- 6.6 In any 4 week pre-paid block of classes a participant may 'make-up' for 1 missed class only as soon as practical within the next 4 weeks following the original 4 week block. No further make-up classes or refunds are available for any remaining classes thereafter.
- 6.7 Arts Tree reserves the right at any time to negotiate, change or vary the terms and conditions in clauses 6.1 to 6.6 above as it deems appropriate.

7. Recognition

- 7.1 Arts Tree is not a Registered Training Organisation and as such, courses are not accredited and are only available as non vocational courses.
- 7.2 However Arts Tree does strive to deliver excellence in art instruction and tuition in all tuition, instruction, classes and workshops.

8. Safety and Cleanliness

- 8.1 Participants must adhere to all safety guidelines and instruction regarding the use of any materials and tools.
- 8.2 Please keep water pots well away from any electrical appliances or outlets in the studio.
- 8.3 Participants using oil paints may only use a turpentine substitute in the studio to avoid hazardous fumes.
- 8.4 Please ensure all paint, water and drink spillages are cleaned up immediately.
- 8.5 At the end of each class or workshop day participants are expected to clean their work area to a standard acceptable to the tutor
- 8.6 Arts Tree is committed to environmentally sound practice and no paints may be disposed of in the sink – please dispose of paints by wiping with a paper towel and placing in the bin provided. No solvents or chemicals may be disposed of in the sink.

9. Stored Artwork

- 9.1 Participants may leave their works in progress at the Arts Tree classroom however no liability is accepted in the event of loss or damage to any work.

10. Privacy Policy

- 10.1 Arts Tree respects individual privacy.

- 10.2 Any information provided to Arts Tree for the purposes of obtaining goods and services from Arts Tree will be used for that purpose and any email address will be added to the Arts Tree email list.
- 10.3 Participants' postcode data may be used as part of internal statistical analysis.
- 10.4 Arts Tree operates an emailing list for newsletters and information dissemination concerning Arts Tree goods and services only. Participants' can request their email address to be removed from Arts Tree emailing list at any time.

11. Disclaimer

- 11.1 Participants undertaking classes or workshops with Arts Tree expressly acknowledge that in the course of undertaking classes or workshops use is made of paints, inks, solvents, chemicals, art tools, art utensils and other materials which are dangerous and the classes or workshops are undertaken and these materials are used at the participants own risk.
- 11.2 Graham George Cox t/as Arts Tree, to the extent permitted by law, expressly disclaims liability to participants for:
 - a) Any injury to a participant or loss to a participant's property however occurring before, during or after classes or workshops whilst that participant is on premises legally controlled by Arts Tree;
 - b) Any negligent acts or omissions of Arts Tree, its instructors, servants, agents or licensees occurring before, during or after classes or workshops whilst a participant is on premises legally controlled by Arts Tree;
 - c) any breach of contractual duty or obligation owed by Arts Tree to any participants in relation to personal safety before, during or after classes or workshops whilst the participants are on premises legally controlled by Arts Tree;
 - d) Breach of any duty owed by Arts Tree to any participants as an occupier of premises legally controlled by Arts Tree;
 - e) Breach of any statutory duty which Arts Tree its directors, instructors, employees, servants or agents may owe to participants;
 - f) Any other liability howsoever caused or arising as a result of the undertaking of the classes, workshops or the entry into premises legally controlled by Arts Tree by any participants.