



## TERMS and CONDITIONS for Face to Face 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](http://www.artstree.com.au) and the registered business *Graham George Cox* trading as *Arts Tree* (“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 bookings for **Classes** must be made through the Arts Tree telephone contact, [info@artstree.com.au](mailto:info@artstree.com.au) or [graham@artstree.com.au](mailto:graham@artstree.com.au) in advance. This is essential to determine if a vacancy is available in the desired Class. (see clause 2 below)
- 1.2 All bookings for **Workshops** must be made through the Arts Tree Website. ([www.artstree.com.au](http://www.artstree.com.au)) (see clause 3 below)
- 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 or 2.5 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 full payment must be paid in full in advance on ‘a first in first served’ basis through the online payment option.
- 3.2 All Workshops are capped, and Arts Tree reserves the right to modify the cap number as it is deemed necessary.
- 3.3 Workshops are held over 1 or 2 days, with each day starting at 9:00 am and finishing at 4:00 with a 45 minute break for lunch.
- 3.4 Arts Tree reserves the right to change the start, finish and lunch times of any Workshops.
- 3.5 A refund for a Workshop will only be considered up to 21 days before the Workshop. After that a refund will only be available if the place can be filled. All refunds are less non-refundable administration fee outlined in clause 6.2, below.
- 3.6 Any pre/paid Workshop participant affected by a change in Clause 3.5, will be notified as soon as any change is made and if necessary, offered another Workshop time or a full refund, less the appropriate non-refundable administration fee outlined in clause 6.2, below.

#### **4. Participation**

- 4.1 To get the most out of their Arts Tree experience it is suggested that participants be ready at the start time and pack up at the finish time.
- 4.2 If participants arrive late or leave early they are expected to do so quietly causing minimal disturbance to the Class or Workshop.
- 4.3 Access to the Arts Tree Studio Classroom is available 30 minutes prior to the commencement and after the completion of a Class or Workshop.

#### **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 for Classes will incur a \$40.00 administration fee.
- 6.2 Any requests or payment of refunds for Workshops will automatically incur a \$60.00 administration fee.
- 6.3 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 appropriate non-refundable administration fee.
- 6.4 Up to 7 days before a scheduled Class, Arts Tree will accept a cancellation and refund any payment, less the non-refundable administration fee.
- 6.5 Up to 21 days before a scheduled Workshop, Arts Tree will accept a cancellation and refund any payment, less the non-refundable administration fee.
- 6.6 In the 21 day period before a scheduled Workshop a refund will only be available if the place can be filled by another full paying participant.
- 6.7 In any 4 week pre-paid block of Classes a participant may 'make-up' for 1 missed Class only as soon as practical following the original 4 week block. No further make-up Classes or refunds are available for any remaining Classes thereafter.
- 6.8 Arts Tree reserves the right at any time to negotiate, change or vary the terms and conditions in clauses 6.1 to 6.7 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 It is expected that participants will always practice responsible and safe procedures in the Studio Classroom and on Arts Tree property.
- 8.3 Participants using oil paints may only use a turpentine substitute in the Studio Classroom to avoid hazardous fumes. The use of Turpentine or Turps is prohibited.
- 8.4 Participants will ensure all paint, water and drink spillages are cleaned up immediately.
- 8.5 At the end of each Class or Workshop 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.

## **9. Stored Artwork**

- 9.1 Participants may leave their works in progress at the Arts Tree Studio 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 that these materials are used by the participants at their own risk.
- 11.2 *Graham George Cox* trading 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 property 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 property 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 property legally controlled by Arts Tree;
  - d) Breach of any duty owed by Arts Tree to any participants as an occupier of property 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 property legally controlled by Arts Tree by any participants.