

## terms + conditions

**PLEASE READ THESE TERMS AND CONDITIONS PRIOR TO MAKING AN ENGAGEMENT WITH BLOOM COLLEGE TO UNDERTAKE A COURSE. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT BETWEEN A PARTICIPANT AND BLOOM COLLEGE AND BY ENGAGING BLOOM COLLEGE TO PROVIDE THE COURSE, THE PARTICIPANT AGREES AND CONSENTS TO BE BOUND BY THESE TERMS AND CONDITIONS.**

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

Bloom College reserves the right to modify, change, add or otherwise alter these Terms and Conditions at any time. Where possible, Bloom College will endeavour to notify Participants of any significant or substantive changes but Participants should check these Terms and Conditions prior to enrolling for a Course to ensure they are aware of any changes The Participant will be notified of any such modifications.

## 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);
- **Bloom College** means Bloom College Pty Ltd ACN 604736718
- **Class** means a class undertaken as part of a Course or a single workshop;
- **Course** means a 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;
- **Force Majeure Event** means any event or circumstances which is beyond the reasonable control of the effected party which results in or causes the failure of that party to perform any of its obligations under these Terms and Conditions, and shall include, but without limiting the generality thereof, strikes, lockouts, acts of God, floods, fires, pandemics, government restrictions and public transport difficulties;
- **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 any individual who enrolls in a Course on these Terms and Conditions; and
- **Terms and Conditions** means the terms and conditions of a Participant's participation in the Course as set out in this document.

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

The Participant agrees and undertakes to pay to Bloom College the Course Fee in accordance with the payment terms communicated by Bloom College to the Participant.

Save as otherwise provided in these Terms and Conditions, Participants are unable to receive a refund of any Course Fee paid as a result of any changes made by the Participant to their bookings once they have been made.

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 via email. Make up Classes are unable to be offered (without exception).

## **Timetable and absences**

All Classes and Courses are subject to change. Bloom College will use its best endeavours 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 Bloom College cancels or defers the date of a Class the Participant will be contacted and will be given the opportunity to receive a full refund or accept the change in schedule. Bloom College will not be liable for any delay, failure or inability to deliver in accordance with the advertised schedule.

## **Footwear and clothing**

The Participant must bring the following materials to each Class unless stated that the items are supplied and or included for use during a Class:

- apron;
- hand towel; and
- gloves.

To ensure the safety of the Participant, the Participant must wear closed-toe shoes, preferably with non-slip soles, to all Classes. Each Participant acknowledges and agrees to take full responsibility for their safety when in the classroom and on excursions. Each Participant agrees and undertakes to wear gloves when required and display appropriate use of tools and cutting techniques.

## **Code of Conduct:**

Bloom College staff will conduct themselves in a professional manner at all times.

Each Participant undertakes and agrees to observe the following code of conduct:

- To adhere to reasonable control, management and directions given to the Participant by Bloom College staff or representatives.
- To conduct themselves in an appropriate manner at all times.
- To acknowledge and understand that inappropriate behaviour means (but is not limited to) swearing, smoking or being under the influence of alcohol, illicit drugs and/or prescription medication whenever in the Bloom College classroom or on an excursion.
- That harassment of Bloom College staff and representatives and/ or other Participants will not be tolerated.
- To respect the decisions and privacy of Bloom College staff and representatives.

No refund will be given if a Participant is expelled from a Course for misconduct or unacceptable behaviour.

### **Intellectual property**

All Intellectual Property of Bloom College, including but not limited to any goods, materials or manuals produced and provided by Bloom College and any Intellectual Property developed during the conduct of a Course, whether such Intellectual Property is developed by a Participant or Bloom College, is the sole property of Bloom College.

Any Course materials which Bloom College provides to a Participant for the Participant to retain for their own personal use shall become the property of the Participant. However, the content of the Course materials, including copyright and all other such Intellectual Property contained therein, remain the property of Bloom College. A Participant may not reproduce any part of the Course materials or otherwise use any Intellectual Property of Bloom College without the prior written consent of Bloom College.

### **Warranties, Indemnity and Limitation of Liability**

All implied guarantees, warranties and conditions (including warranties as to the quality or fitness for purpose of a Course) are excluded to the maximum extent permitted by Law.

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 any breach by a Participant of these Terms and Conditions or any other act or omission by a Participant in relation to or arising from a Participant enrolling and/ or undertaking a Course.

Unless such liability cannot be excluded by virtue of the ACL or any other Law, the Participant acknowledges and agrees that Bloom College will not be liable to the Participant for any loss (including consequential loss) or damage to any person or property whatsoever arising from or as a result of the Participants participation in a Course.

### **Sales and Discounts**

Unless expressly stated otherwise, the following items are excluded from advertised sales and discounts:

- the Wedding Intensive Course;
- the Career Change Course; and
- all online courses and memberships.

Sales are for one day only purchases and must be made within the advertised timeframe.

### **Termination**

Bloom College may terminate a Participant's enrolment in a Course with immediate effect by giving written notice to a Participant if:

- the Participant breaches any material provision of these Terms and Conditions (including without limitation any breach in respect of an obligation to pay money) and fails to remedy the breach within 7 days after receiving notice requiring it to do so; or
- the Participant breaches a material provision of these Terms and Conditions where that breach is not capable of remedy.

### **Online Classes**

Online Course access and delivery will be provided electronically via an online login facility which will contain the Classes.

A Participant is considered to have commenced an online Course by submitting an enrolment booking online. A Participant will not be eligible for a refund or cancellation of an online Course once enrolled due to the digital nature of the online Courses. Bloom College cannot and does not accept responsibility for changes in a Participant's personal circumstances. Participants should choose a Course carefully as refunds will not be given once an enrolment has been processed.

### **Career Change Course – Additional Terms and Conditions**

*NB: The Bloom College Career Change Course is not an accredited certificate course under governance of the National Training Package.*

A minimum attendance of 80% of Classes is required to receive a certificate as a Bloom College Career Change Course Graduate. A minimum standard Portfolio must also be presented in order to graduate.

### **Payment Plan:**

If a Participant elects to have a payment plan the following terms and conditions apply.

The Participant acknowledges and agrees that they are entering into a payment plan and authorises Bloom College to debit the nominated amounts from the credit card provided on the scheduled payment plan dates, including the deposit amount to secure the Participant's place in the Course.

The Participant agrees and undertakes to pay the full amount of the Course Fee including any applicable taxes and charges and an administration fee for the payment plan. The Participant acknowledges and agrees that they are liable for the full amount of the Course Fee whether the Participant attends the Course or not.

The initial payment specified will be debited and held as a non-refundable deposit. This deposit secures a Participant's place in the Course and is payable at the time of enrolment. A Participant's position in the Course will not be guaranteed until payment has been received by Bloom College and the necessary enrolment and authority forms have been completed online at the time of payment. The deposit is strictly non-refundable save where the Course is cancelled or withdrawn by Bloom College due to no fault of the Participant.

All Course Fees must be paid prior to the Course completion date. Should a Participant not complete a Course all scheduled payments are still payable and will continue to be debited on the due date.

Participants must supply a valid credit card number and ensure funds are available prior to the day of each payment due date. Participants are responsible for any changes to credit card details including updating any expired cards and should the Participant cancel their credit card, the Participant agrees and undertakes to supply Bloom College with alternative valid credit card details as soon as possible.

The Participant may cancel their enrolment in the Career Change Course up to 28 days prior to the commencement date of the Course and receive a full refund of the Course Fee minus the deposit.

If the Participant cancels their enrolment within 28 days prior to the commencement date of the Course but no later than 14 days prior to the commencement date of the Course, Bloom College will refund 50% of the Course Fee paid minus the deposit.

If the Participant cancels their enrolment within 14 days of the commencement date of the Course or later any Course Fees paid will not be refunded.

In the rare circumstance that a Course is cancelled or withdrawn by Bloom College due to no fault of the Participant Bloom College will refund the Participant's deposit and any other Course Fees paid.

If the Participant's enrolment is cancelled by Bloom College after the Course has commenced the Participant will receive a full refund of any Course Fees paid in respect of future Classes minus the deposit.

## **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 these Terms and Conditions 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 these Terms and Conditions.

### **Relationship between the parties**

Nothing in these Terms and Conditions creates any fiduciary relationship, nor any partnership, joint venture or agency relationship between the parties.

### **Assignment**

Bloom College may in its absolute discretion sub-contract the delivery of the Courses or otherwise assign its rights under these Terms and Conditions.

### **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 the 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. Bloom College shall use commercially reasonable efforts to restrict unauthorized access to data and files. However no system whether or not password protected can be entirely impenetrable. The Participant acknowledges that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute personal information provided to Bloom College and that the provision of such personal information and use of Bloom College's website is completely at the Participant's own risk.

Bloom College will not intentionally disclose any personally identifying information about a Participant to third parties, except where Bloom College, in good faith, believes such disclosure is necessary to comply with the Law or enforce these Terms and Conditions.

Bloom College's Privacy Policy, which can be accessed at the following address <http://bloomcollege.com.au/wp-content/themes/koodoz/inc/mod/privacy.php> forms part of these Terms and Conditions. All Participant's should carefully review Bloom College's Privacy Policy before enrolling in a Course. If a Participant does not agree with the Privacy Policy, in whole or part, they should not enrol in a Course.

### **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**

No filming of teacher demonstrations will be permitted at any time. Participants are welcome to take images during the activity section of Classes excluding other participants without their consent.

Bloom College may at times take images and footage within Classes. If a Participant does not wish to be photographed or filmed they must advise Bloom College prior to the Class or advise the teacher at the beginning of the Class. Bloom College reserves the right to use and publish any images and footage to promote and publicise its services. This includes, but is not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on Bloom College's website.

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

These Terms and Conditions are governed by and construed in accordance with the laws of Victoria, Australia.

Nothing in these Terms and Conditions 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 Terms and Conditions and the remainder of these Terms and Conditions will continue to have full force and effect.