

**Terms and Conditions of Trade – Artlis Studios
(ABN 36 570 937 726)**

Artlis Studios means The Crafter Family Trust trading as Artlis Studios (ABN 36 570 937 726)

Customer means the party engaging the services of Artlis Studios

Our Prices and Fees

1. All charges & prices for services carried out by Artlis Studios are GST inclusive.
2. All prices quoted are in Australian Dollars.
3. All prices quoted, are for the listed and mentioned services only and are subject to change in line with third party providers, the Australian dollar and other unforeseen circumstances. There are no hidden fees charged by Artlis Studios or remuneration received for its referrals to third parties.

Payment of our Invoices

4. Artlis Studios requires payment for the services provided in full, upfront.
5. Failure to make the requisite payment will result in services being placed on hold or the Customers child or children's place in any class cancelled.

Refund Policy and Cancellation Policy

6. Artlis Studios has a 'no refund' policy due to the individualised content of each program developed for Customers. This is subject to Australian Consumer Law. If there are any issues with the packages and service you have been provided, please contact Artlis Studios via email to info@artlis.com.au. We would like the opportunity to work with you in relation to your issues, whatever they may be.

7. **Cancellation Policy for term classes:**

- i. With the exceptions provided by Australian Consumer Law, a Customer may only cancel a class that they have enrolled their child or children in, with

more than eight (8) hours' notice to Artlis Studios. To ensure services are kept to a high standard, Artlis Studios has a finite capacity in relation to the services that it can provide, and requires the payment associated with this notice period in order to cover the opportunity cost associated with the cancellation.

- ii. Should the Customer provide the requisite notice, credit will be provided to the Customer for their child or children for the class missed.
- iii. The maximum credit to be accrued by a Customer under these provisions is two (2) classes. The credit may only be utilised in the following term, given how Artlis structures the delivery of its services.

8. **Cancellation Policy for Holiday Workshops:**

- i. With the exceptions provided by Australian Consumer Law, a Customer may only cancel a holiday workshop that they have enrolled their child or children in, with more than twenty four (24) hours notice to Artlis Studios. To ensure services are kept to a high standard, Artlis Studios has a finite capacity in relation to the services that it can provide, and requires the payment associated with this notice period in order to cover the opportunity cost associated with the cancellation.
- ii. Should the Customer provide the requisite notice, credit will be provided to the Customer for their child or children for the workshop missed.
- iii. The maximum credit to be accrued by a Customer under these provisions is two (2) holiday workshops. The credit may only be utilised in the same holiday period as the booking.

9. **Cancellation Policy for birthday parties and private bookings:**

- i. With the exceptions provided by Australian Consumer Law, a Customer may only cancel a private booking, with more than seven (7) days notice to

Artlis Studios. To ensure services are kept to a high standard, Artlis Studios has a finite capacity in relation to the services that it can provide, and requires the payment associated with this notice period in order to cover the opportunity cost associated with the cancellation.

- ii. Should the Customer provide the requisite notice of cancellation more than seven (7) days prior to the booking date, the Customer may obtain a refund, minus 20% of the total cost, or obtain a full credit to be used for future workshops/bookings.
 - iii. Should the Customer provide the requisite notice of cancellation less than seven (7) days prior to the booking date, credit will be provided to the Customer for their child or children to be used toward another private function, term classes or holiday workshops. The credit must be utilised within six (6) months of the original booking date.
 - iv. Cancellation less than seventy-two (72) hours prior to the booking date, will result in the loss of funds.
10. In the event of illness certified by a medical professional, the personal attendance of the child may be suspended by the Customer upon request, in writing to info@artlis.com.au.

Our Services

11. Artlis Studios provides art classes tutoring to children and adults as young as 3 years old. These terms and conditions are applicable to all services provided by Artlis Studios to Customers and their child or children.
12. The Customer agrees that Artlis Studios may engage agents, employees or subcontractors to provide the services from time to time. Those agents, employees or subcontractors shall be bound by these terms and conditions as though they were Artlis Studios notwithstanding any legal structure to the contrary.

13. The Customer warrants that they are authorised and in all respects are the legal guardian of the child or children they seek to enrol in the service provided by Artlis Studios. The Customer warrants that they will inform the Artlis Studios in the event that this status changes.
14. Given the nature of the services provided, the Customer is responsible for the behaviour of their child or children enrolled, including but not limited to the Customer Code of Conduct provided herewith.
15. The Customer agrees that Artlis Studios may, in the provision of the services, may have one on one contact with their child from time to time.
16. The Customer warrants their child or children is/are medically fit to undertake the programs offered by Artlis Studios. The Customer further warrants that they have provided Artlis Studios with all information that may affect the delivery of the service to their Child or Children, as known to them as the time of entering this agreement. Artlis Studios requires disclosure on an ongoing basis, as reasonably necessary, so that they may provide a safe environment to the child or children of the Customer and other children enrolled.
17. The Customer hereby grants permission for Artlis Studios to deliver first aid to their child or children in the event that such aid is deemed to be reasonably necessary by Artlis Studios. The Customer also grants permission for Artlis Studios to contact emergency services, including ambulance services, in the event that Artlis Studios believes that such services are required. The Customer agrees to indemnify Artlis Studios for any costs incurred by Artlis Studios in providing such first aid assistance.
18. The Customer requests the services at his or her own risk. Artlis Studios will not be held liable for any losses or damages caused as a result of services purchased from Artlis Studios. Artlis Studios does not guarantee any results or outcomes.

19. The Customer is also responsible for the accuracy of their instructions to the Artlis Studios. Artlis Studios will not accept responsibility/liability for infringements or inaccuracies caused by any wrongly supplied instructions or materials.

20. The Customer hereby authorises their child or children to use hazardous material under the strict supervision of Artlis Studios. Artlis Studios warrant that the use of any hazardous material will be in compliance with its policies and procedures, which can be made available to the Customer upon request.

21. Artlis Studios makes no guarantee or warranties, either express or implied, outside of that required by Australian Consumer Law.

Child Safety

22. Artlis Studios complies with all Australian Laws relating to Child Safety.

23. In addition to this, Artlis Studios ensures that all service providers observe child safe principles and expectations for appropriate behaviour towards and in the company or children.

24. Contractors, agents or employees engaged by Artlis Studios have satisfied requisite child safety checks.

25. The premises of Artlis Studios are located at a at 30 Currumbin Creek Road, Currumbin. Prior to acceptance of these terms and conditions, Customers are encouraged to attend the premises to ensure they find the delivery of the services, and the child safety principles acceptable. This includes the fire evacuation polices that may be in place at the premises, and the location and use of bathroom facilities.

26. In accepting these terms and conditions, the Customer agrees that they have considered the child safety policies of Artlis Studios and have scrutinised the premises in which the services

are delivered, and consent to their child or children being subjected to the same.

Customer Code of Conduct

27. The Customer agrees to be bound by this Code of Conduct, failing compliance with, Artlis Studios may immediately terminate the agreement without notice.

28. The Customer must:

- i. Provide full disclosure regarding the child's needs and requirements;
- ii. Be patient with the Child, Artlis Studios, throughout the delivery of the services;
- iii. Communicate fully; and
- iv. Comply with all laws and policies that are adopted by Artlis Studios from time to time.

29. The Customer acknowledges that the behaviour of their child or children is subject to this Code of Conduct.

30. The Customer must ensure that their child or children take direction from Artlis Studios as the failure to do so may result in hazardous material being used in an unsafe manner.

31. In the event that Artlis Studios terminates the agreement with the Customer pursuant with non-compliance with the Code of Conduct, no refund is to be provided.

Privacy

32. Artlis Studios takes your privacy seriously. Artlis Studios will protect your personal information regarding the use of personal information as required by Australian Privacy Laws Privacy Laws. Artlis Studios will not use your personal information except for the purpose of entering into and completing a transaction for their services. The Customer must ensure that before disclosing any personal information to Artlis Studios that the Customer is entitled to disclose that information and without taking any further steps as required by the Australian Privacy Laws Artlis Studios may use and disclose such information for the purpose of entering into any

transaction under these Terms of Trade. If the Customer becomes aware of any breach or alleged breach of the Privacy Laws concerning information disclosed by Artlis Studios to the Customer or any other party, or by the Customer to Artlis Studios, then the Customer must notify Artlis Studios immediately via email to info@artlis.com.au. Likewise, Artlis Studios will notify the Customer, and if necessary, the Office of the Australian Information Commissioner if Artlis Studios becomes aware of any breach or any alleged breach of the Privacy Laws concerning information disclosed.

33. The Privacy Policy of Artlis Studios can be found on its website.

Security

34. Any online transactions completed with Artlis Studios are completed using SSL technology, which provides high level encryption for online transactions.
35. The Customer's credit card information is not retained by Artlis Studios under any circumstances.
36. Any online payment is transacted via third party providers and subject to the terms and conditions imposed by those providers.

General

37. Artlis Studios reserves all rights in relation to intellectual property created and used by it on its website and in any documentation. Artlis Studios has taken every measure to ensure that it has

permission to use the intellectual property of others. Any misuse of copyrighted material by Customers or users of any website or publication operated by Artlis Studios is strictly prohibited.

38. The Customer agrees that Artlis Studios may photograph or otherwise record the experience, including photographing or recording the Customer or the customer's child or children, which may identify the Customer or their child or children. The Customer agrees that this material may be used in marketing material by Artlis Studios. This also includes any testimonials provided by Customers. The Customer may expressly opt out of this clause in the enrolment documentation.
39. Terms and Conditions may be changed at any time without prior notice to its Customers. Notification will be sent to all Customers at the time of the Terms and Conditions alterations.
40. Artlis Studios shall be under no liability if it should be unable to carry out any provision of this agreement for any reason beyond its control. If Artlis Studios is responsible for the inability to provide any of the services, then Artlis Studios undertakes to arrange a make-up class in order to satisfy its obligations. Alternatively, at the sole discretion of Artlis Studios, a refund for the missed class may be offered in lieu of a make-up class.
41. The Customer understands agreeing fully to Artlis Studio's Terms and Conditions of Trade by electing to engage the services of Artlis Studios.