FLORAL ATELIER AUSTRALIA

NATASHA BEZVERKHA

# Terms and Conditions

Course, Class & Workshop Enrolment

Floral Atelier Australia | ABN 81 102 010 708
Unit 5, 54-58 Payneham Road, Stepney SA 5069
+61 444 501 983 (mobile / SMS) | floralatelier.sa@gmail.com

Prior to enrolling in any course, class, or workshop with Floral Atelier Australia, it is imperative that you thoroughly read through these Terms and Conditions.

The following terms and conditions apply to each enrolment for the attendance of floristry courses, classes, and workshops designed, taught, and delivered by Natasha Bezverkha through Floral Atelier Australia (herein defined collectively as “the School” and includes any of its teachers), to the student (I, me, my, student, you, your). Some students find and book these courses, classes, and workshops through our partner, Adelaide Floristry School, however all content, teaching, and delivery is provided solely by Floral Atelier Australia. These terms supersede any previous written or oral agreements or understandings, if any, entered into between the School and the student in connection with the provision of the course.

## 1. Application

**1.1** These terms and conditions apply to all courses, classes, and workshops offered by Floral Atelier Australia, including those found and booked through our partner, Adelaide Floristry School.

**1.2** By enrolling in, booking, or attending a course, class, or workshop, the student agrees to be bound by these terms and conditions in full.

**1.3** Adelaide Floristry School may refer or list Floral Atelier Australia's courses, classes, and workshops for booking purposes. All such courses, classes, and workshops are independently designed, taught, and delivered by Floral Atelier Australia, which is solely responsible for their content and delivery.

## 2. Information

**2.1** The student must provide accurate and current contact information (name, phone number, and email address) at the time of enrolment or booking.

**2.2** The School will use this information to communicate class details, changes, cancellations, and other course-related matters.

**2.3** It is the student's responsibility to notify the School promptly of any change to their contact information.

## 3. Fees

### 3.1 Payment

**3.1.1** Full payment, or the applicable deposit, is required to secure a place in any course, class, or workshop.

3.1.1.1 For casual classes and workshops, full payment is required at the time of booking.

3.1.1.2 For an enrolled course, a deposit is required at the time of booking, with the balance payable as set out in clause 3.5 (Payment Plans).

3.1.1.3 Places are not held or guaranteed until payment (or deposit) is received.

**3.1.2** Payments can be made via the methods made available by the School at the time of booking (for example, bank transfer, card payment, or the booking platform used).

**3.1.3** All prices are quoted in Australian dollars (AUD).

**3.1.4** Where a payment plan applies (see clause 3.5):

3.1.4.1 Instalments must be paid on the dates agreed at enrolment.

3.1.4.2 Failure to pay an instalment on time may result in suspension from class until payment is received.

3.1.4.3 The School reserves the right to terminate enrolment for repeated or unresolved non-payment, in accordance with clause 14 (Termination).

3.1.4.4 Amounts already paid are non-refundable except as set out in these terms.

### 3.2 Deposit

**3.2.1** A non-refundable deposit of $300.00 is required to secure enrolment in an Enrolled Course (this figure is carried over from our partner's current course pricing and will be confirmed for each course at the time of enrolment).

**3.2.2** The deposit forms part of, and is deducted from, the total course fee.

**3.2.3** The deposit is not transferable to another person without the School's prior written consent.

**3.2.4** If a student withdraws prior to the course commencing, the deposit is forfeited, except where required otherwise by law.

### 3.3 Attendance

**3.3.1** Students are expected to attend all scheduled classes for the course they are enrolled in.

**3.3.2** Non-attendance does not entitle a student to a refund.

**3.3.3** Students who are unable to attend a class should notify the School as soon as possible, and in any event in line with clause 4 below on Credit Notes.

**3.3.4** The School is not responsible for content missed due to a student's absence, although reasonable efforts will be made to help a student catch up where practical.

**3.3.5** Persistent unexplained absence may be treated as grounds for review of enrolment under clause 14 (Termination).

**3.3.6** Attendance requirements for any work experience or public-facing component of a course will be communicated separately by the School.

### 3.4 Credit Notes

**3.4.1** If you are no longer able to attend the Course due to extenuating circumstances, you may be eligible for a Credit Note. For example, if you have paid for the Course in full and in Week 5 you find you are unable to attend the remainder of the Course, you may be issued a Credit Note for the remaining 5 weeks. In other words, you will be issued a Credit Note for each week you have paid for but not attended. Credit Notes must be used within 2 months of non-attendance. Credit Notes will not be issued for failure to attend class without prior notification, nor for failure to pay for class.

**3.4.2** If you are unable to attend a class but are still able to complete the Course, please notify your instructor and you will be able to arrange collection of your materials to complete the tuition at home. To be eligible for a Credit, you must notify us of your inability to attend class 72 hours prior to the start of class. 72 hours' notice is required because there are costs to us associated with purchasing stock and administration. Credit Notes must be used within 2 months of the date of issue. Credit Notes can only be used to attend another Class/Course/Workshop. If the Credit Note is the same value as the make-up Class/Course/Workshop, you will not be required to pay any further fees. If the cost exceeds the value of the Credit Note, you will be required to pay the difference. The Credit Note does not cover the cost of floral materials required for the class — it can only be used towards course fees. The Credit Note cannot be used to purchase flowers, floral materials, products, or sundries from Floral Atelier Australia. There is no monetary refund for cancellations.

### 3.5 Payment Plans

**3.5.1** Payment plans may be offered for an Enrolled Course at the School's discretion.

**3.5.2** Payment plan instalment amounts and dates will be agreed in writing at the time of enrolment.

**3.5.3** A student on a payment plan remains liable for the full course fee, regardless of continued attendance.

**3.5.4** The School reserves the right to suspend a student's attendance if instalments fall into arrears.

**3.5.5** Payment plans are offered as a convenience and may be withdrawn for future enrolments at the School's discretion.

## 4. Price

**4.1** Course, class, and workshop prices are as advertised on the School's website or booking platform at the time of booking.

**4.2** The School reserves the right to change prices for future courses, classes, and workshops at any time. Price changes will not affect a booking already confirmed and paid for.

## 5. Bookings — Casual Students Only

**5.1** Casual classes and workshops are booked and paid for individually, per session.

**5.2** Full payment is required at the time of booking to secure a place.

**5.3** Bookings are confirmed once payment has been received in full.

**5.4** Minimum numbers may apply for a class or workshop to proceed. If a class or workshop does not reach minimum numbers, the School will offer an alternative date or a full refund.

**5.5** Cancellations by a casual student are subject to clause 3.4 (Credit Notes) above.

## 6. Participation

**6.1** Students are expected to participate respectfully and safely in all class activities.

**6.2** Students must follow reasonable instructions given by the School's teachers for the safety and smooth running of the class.

**6.3** The School reserves the right to ask a student to stop an activity if it is being conducted unsafely.

## 7. OH&S and Conduct

**7.1** Students must comply with all workplace health and safety instructions given by the School, including when using tools such as floral snips, wire, and other equipment.

**7.2** Appropriate conduct is expected at all times, including towards other students, teachers, suppliers, and any member of the public encountered during class or offsite activities.

**7.3** Any student who behaves in a manner that puts themselves, another student, or a member of the public at risk may be asked to leave the class, without refund.

## 8. No Liability

**8.1** To the maximum extent permitted by law, the School accepts no liability for any loss, damage, injury, or expense arising from a student's participation in a course, class, or workshop, except where that liability cannot be excluded under the Australian Consumer Law.

**8.2** The School is not responsible for the loss of, or damage to, personal property brought to class by a student.

**8.3** Nothing in these terms excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot lawfully be excluded, restricted, or modified.

## 9. Accident Waiver and Release of Liability

**9.1** Floristry classes involve the use of sharp tools (such as snips, knives, and wire cutters), and materials that may cause minor injury (such as thorns, wire, and florist's foam). By enrolling, the student acknowledges these inherent risks.

**9.2** The student agrees to follow all safety instructions given by the School's teachers when using tools and materials.

**9.3** Subject to clause 9.6 below, and to the extent permitted by law, I WAIVE, RELEASE, AND DISCHARGE Floral Atelier Australia, its teachers, staff, and affiliated florists, from any and all claims, liabilities, and causes of action arising out of or related to any loss, damage, or injury that may be sustained while participating in a course, class, or workshop.

**9.4** Subject to clause 9.6 below, and to the extent permitted by law, I HOLD HARMLESS, AND WILL NOT SUE, Floral Atelier Australia, its teachers, staff, and affiliated florists, for any loss, liability, damage, or costs arising from my participation, except to the extent caused by their negligence.

**9.5** This waiver and release is intended to be as broad and inclusive as permitted by the laws of South Australia and the Commonwealth of Australia.

**9.6** Nothing in this clause 9 excludes, restricts, or limits the application of any provision of the Australian Consumer Law, or any other right or remedy that cannot lawfully be excluded, where to do so would be unlawful. In particular, this clause does not exclude liability for death or personal injury caused by negligence where such exclusion is not permitted by law.

## 10. Intellectual Property

**10.1** All course materials, designs, and content provided by the School remain the intellectual property of Floral Atelier Australia and may not be reproduced or distributed without written permission.

**10.2** Students retain ownership of the physical floral work they personally create during class, for their own personal use.

## 11. Privacy

**11.1** The School collects personal information (such as name, phone number, and email address) solely for the purpose of managing bookings, enrolments, and course communication.

**11.2** The School will not sell or share a student's personal information with third parties, except where a student has found and booked a course through our partner, Adelaide Floristry School (in which case limited booking details may be shared between us to confirm the enrolment), or as required by law.

**11.3** Students may request access to, or correction of, their personal information held by the School at any time by contacting the School.

**11.4** The School will take reasonable steps to keep personal information secure.

## 12. Marketing Materials

**12.1** Photos and videos may be taken during classes for marketing purposes (for example, on the School's website or social media). Students who do not wish to be photographed or filmed should advise the School prior to class.

## 13. Variations to Specifications

**13.1** Photos and graphics shown on the School's website and marketing materials are for reference only. Flowers are sourced fresh from the flower market each week and are subject to seasonal availability, so the colours and types of flowers used in class may vary from those pictured.

## 14. Termination

**14.1** A student's enrolment in Floral Atelier Australia's courses, short courses, classes, and workshops can be suspended or terminated at any time at the discretion of Natasha Bezverkha.

**14.2** Suspension or termination can also occur when a student is working on public floral installations, any public worksite, and/or during a work experience programme.

**14.3** Grounds for suspending or terminating enrolment include, but are not limited to: illegal activity; inappropriate behaviour, bullying, and harassment; disrespectful and demeaning behaviour towards Floral Atelier Australia staff and other students; unwillingness to listen to instruction and direction; a disinterested or poor attitude towards instructors and other students; disruptive behaviour during or outside class hours; inappropriate behaviour when working offsite (in public or on work experience placements) as a representative of Floral Atelier Australia; negative comments on social media about Floral Atelier Australia, its staff, or class members; breaches of confidentiality; failure to meet standard payment requirements for course tuition; and disrespectful behaviour towards suppliers and other contractors/florists in the industry.

**14.4** If a student engages in any of these behaviours, or any other behaviour considered inappropriate:

14.4.1 they will be issued a verbal warning by Natasha Bezverkha;

14.4.2 failure to modify the behaviour will result in immediate suspension or expulsion, depending on severity, from the course;

14.4.3 the student will be asked to leave the premises promptly and may only return to collect personal belongings at the discretion of Natasha Bezverkha;

14.4.4 suspended or expelled students remain liable for the remainder of the course fees.

**14.5** Legal action will be taken against any suspended or expelled student who proceeds to publish negative criticism of Floral Atelier Australia or anyone affiliated with it (for example, instructors, students, suppliers, or florists) on social media.

## 15. Force Majeure

**15.1** The School is not liable for any failure or delay in delivering a course, class, or workshop caused by circumstances beyond its reasonable control, including but not limited to extreme weather, natural disaster, illness, government restrictions, or supply shortages. Where reasonably possible, the School will offer an alternative date or a Credit Note for any affected session.

## 16. Variation of Terms

**16.1** The School reserves the right to update or amend these Terms and Conditions at any time.

**16.2** The current version of these Terms and Conditions will be made available on the School's website.

**16.3** Continued enrolment or booking after a change takes effect constitutes acceptance of the updated terms.

## 17. General

**17.1** These terms and conditions are governed by the laws of South Australia.

**17.2** If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

**17.3** A failure by the School to enforce any provision of these terms is not a waiver of its right to do so later.

**17.4** These terms, together with any specific booking confirmation, form the entire agreement between the student and the School.

## 18. Notice

**18.1** Any notice under these terms should be given in writing to Floral Atelier Australia, Unit 5, 54-58 Payneham Road, Stepney SA 5069, or by email to floralatelier.sa@gmail.com.

**18.2** The School may give notice to a student by email, SMS, or phone call to the contact details provided at enrolment.

## 19. Jurisdiction

**19.1** These terms and conditions are governed by, and construed in accordance with, the laws of South Australia, and the parties submit to the exclusive jurisdiction of the courts of South Australia.

---

Floral Atelier Australia | ABN 81 102 010 708 | Unit 5, 54-58 Payneham Road, Stepney SA 5069
+61 444 501 983 (mobile / SMS) | floralatelier.sa@gmail.com