



# TRADING TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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## 1. PARTIES

**The Owner/Director:** Maggie Tamarua trading as Tamarua Beauty Academy (ABN: 18 691 350 610)

**The Client:** \_\_\_\_\_  
\_\_\_\_\_

**The Premises:** \_\_\_\_\_  
\_\_\_\_\_

**Course Name:** \_\_\_\_\_

**Weeks of Course (if applicable):** \_\_\_\_\_

**Wedding date (if applicable):** \_\_\_\_\_

**Number of ladies requiring services (if applicable):** \_\_\_\_\_

## 2. DEFINITIONS

- 2.1. The Owner/Director is Maggie Tamarua trading as Tamarua Beauty Academy (ABN: 18 691 350 610) of 8/36 Aylesbury Drive, Altona 3028 in the state of Victoria. The Client is the party or any person acting on behalf of and with the authority of the Client that the Order is provided for.
- 2.2. The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Client.
- 2.3. The Order shall be defined as any request for the provision of Goods and/or Services by the Client with the Owner/Director which has been accepted by the Owner/Director.
- 2.4. The Goods are the beauty products and/or components provided by the Owner/Director.
- 2.5. The Services include:
  - 2.5.1. the delivery and/or supply of Goods,
  - 2.5.2. makeup courses, makeup art & services,
  - 2.5.3. eye lash extension courses & services,
  - 2.5.4. tanning courses & services,
  - 2.5.5. nail technology and nail art courses & services,
  - 2.5.6. lash lift & tint courses,
  - 2.5.7. henna brow courses,
  - 2.5.8. barbering courses, and
  - 2.5.9. hair styling courses,supplied by the Owner/Director, including any advice or recommendations.
- 2.6. The Premises are the land or land and buildings where the Services are to be carried out.
- 2.7. The Price is the amount invoiced for Goods supplied and/or Services provided.



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- 2.8. Indirect, Special or Consequential loss or damage includes
    - i) any loss of income profit or business;
    - ii) any loss of good will or reputation;
    - iii) any loss of value of intellectual property.
  - 2.9. Invoices include invoices for Goods supplied or for Services provided, or both.
  - 2.10. Major failure in this Agreement is as defined under the Competition and Consumer Act 2010.
  - 2.11. Security interest as defined in Section 12 of the Personal Property Securities Act 2009 (Cth).
  - 2.12. "Security Agreement", "Commingled Goods", "Collateral", "Financing Statement", "Financing Change Statement" is defined under Section 10 of the Personal Property Securities Act 2009 (Cth).
  - 2.13. GST refers to Goods and Services Tax under the Goods and Services Act 1999 ("GST Act") and the terms used herein have meanings contained within the GST Act.

### 3. GENERAL

- 3.1. These Terms and Conditions together with the Owner/Director's Leasing Agreement, Payment Plant Agreement and written or verbal quotation form this Agreement.
- 3.2. Any Order requested by the Client is deemed to be an Order incorporating these Terms and Conditions and may not be varied unless expressly agreed to by the Parties in writing. In the event that an inconsistency exists and/or arises between these terms and the Order it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Owner/Director.
- 3.4. The Terms and Conditions are binding on the Client, her heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 3.5. In these Terms and Conditions, the singular shall include the plural, the feminine shall include masculine and neuter and words importing persons shall apply to corporations.
- 3.6. Where more than one Client completes this Agreement, each shall be liable jointly and severally.
- 3.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 3.8. The Owner/Director may license or sub-contract all or any part of her rights and obligations without the Client's consent, but the Owner/Director acknowledges that she remains at all times liable to the Client.
- 3.9. The failure by the Parties to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect each Party's right to subsequently enforce that provision.
- 3.10. The Client acknowledges that the Owner/Director may detail these Terms and Conditions on her website. In this event, the Terms and Conditions on the Owner/Director's website shall apply to any future dealings as between the parties and the Client is deemed to have notice of any such Terms and Conditions and/or amendments.



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## 4. PLACEMENT OF ORDERS

- 4.1 Orders placed by the Client with the Owner/Director will be considered valid when placing the Order by telephone.
- 4.2 Any written Quotation given by the Owner/Director shall expire thirty (30) days after the date of the written quotation. Quotations may also be provided to the Client by verbal communication over the telephone.
- 4.3 All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Client and the Client will be invoiced for the extra charge by the Owner/Director.

## 5. PRICE

- 5.1. The Owner/Director reserves the right to change the Price to the Owner/Director's Order in the event of a variation which was previously unknown or unforeseen by the Parties at the time the Order was placed, and notice will be provided in writing by the Owner/Director within a reasonable time.
- 5.2. At the Owner/Director's sole discretion, the Price shall be either:
  - 5.2.1. As detailed on invoices provided by the Owner/Director to the Client in respect of Goods and or Services supplied; or
  - 5.2.2. The Owner/Director's quoted Price as for the Order (subject to clause 5.1).

## 6. SUPPLY AND DELIVERY OF GOODS

- 6.1. At any time before payment is made by the Client, the Owner/Director reserves her right to:
  - 6.1.1. Decline requests for any Goods requested by the Client.
  - 6.1.2. Cancel or postpone the delivery of Goods at her discretion.
- 6.2. Delivery of the Goods shall be deemed to be complete when the Goods are collected by the Client or are delivered to the Client or to the carrier as nominated by the Owner/Director and/or Client.
- 6.3. If the Client fails to make all arrangements necessary to take delivery of the Goods the Client shall, at the discretion of the Owner/Director, be liable for the Owner/Director's standard Non-Delivery Fee and the Owner/Director shall be entitled, also at her discretion, to charge a reasonable fee for redelivery and storage.
- 6.4. Unless specified by the Owner/Director to the contrary in the Order, the Owner/Director does not warrant that she will be capable of providing the Goods at specific times requested by the Client during the term of this Agreement.
- 6.5. Subject to otherwise complying with her obligations under this Agreement, the Owner/Director shall exercise her independent discretion as to the most appropriate and effective manner of providing the Goods and of satisfying the Client's expectations of those Goods.
- 6.6. In the discharge of her duties, the Owner/Director shall comply with all reasonable directions of the Client as to the nature and scope of the Goods to be provided.



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- 6.7. Nothing in the above clause shall affect the Owner/Director's right to exercise her own judgment and to utilise her skills as she considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with her obligations under this Agreement.
  - 6.8. The Owner/Director may agree to provide, on request from the Client, additional Goods not included or specifically excluded in the Quotation/Order. In this event, the Owner/Director shall be entitled to make an additional charge. Additional Goods includes, but is not limited to, alterations, amendments, and any additional visits by the Owner/Director after provision of the Goods at the request of the Client.
  - 6.9. The Client is responsible for ensuring that the Goods are secured at the Premises and warrants to be responsible for any loss, damage or theft of the Goods delivered by the Owner/Director to the Premises.

## 7. PROVISION OF SERVICES

- 7.1. The Owner/Director reserves her right to:
  - 7.1.1. Decline requests for any Services requested by the Client.
  - 7.1.2. Cancel or postpone appointments at her discretion.
- 7.2. If the Client fails to attend any appointment without prior notice, the Customer shall, at the discretion of the Owner/Director, be liable for a No-Show Fee. At the sole discretion of the Owner/Director, the Owner/Director may charge an attendance fee at the prevailing rate for any appointment made by the parties.
- 7.3. Unless specified by the Owner/Director to the contrary in the Order, the Owner/Director does not warrant that she will be capable of providing the Services at specific times requested by the Client during the term of this Agreement.
- 7.4. Subject to otherwise complying with her obligations under this Agreement, the Owner/Director shall exercise her independent discretion as to the most appropriate and effective manner of providing the Services and of satisfying the Client's expectations of those Services.
- 7.5. In the discharge of its duties, the Owner/Director shall comply with all reasonable directions of the Client as to the nature and scope of the Services provided.
- 7.6. Nothing in the above clause shall affect the Owner/Director's right to exercise its own judgment and to utilize its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
- 7.7. The Owner/Director may agree to provide, on request from the Client, additional Services not included or specifically excluded in the Quotation/Order. In this event, the Owner/Director shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations, and any additional visits by the Owner/Director after provision of the Goods and/or or Services at the request of the Client.
- 7.8. The Client grants full access to the Owner/Director, her servants and agents to the Premises to enable her to carry out the Services.



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## 8. PAYMENT AND CREDIT POLICY

- 8.1. Any reference to Client shall include all Clients, unless it refers to a specific group of Clients.
- 8.2. A deposit may be payable on accounts. This deposit is non-refundable for any reason whatsoever, regardless of whether or not the order is completed, unless the order is cancelled by the Owner/Director.
- 8.3. For credit purposes, the two main groups of Clients are Non-Account Clients and Account Clients.

### **Non-Account Clients**

- 8.3.1. The Client must make full payment to the Owner/Director on receipt of the Goods and/or Services.

### **Account Clients**

- 8.3.2. Account Clients must make full payment to the Owner/Director within fourteen days (14) days from the date of issue of invoice(s) for the Goods and/or Services.

### **Credit**

- 8.4. Credit will only be granted at the sole discretion of the Owner/Director and upon submission of a completed Credit Application Form and/or Instalment Agreement Form
- 8.5. Any credit granted may be revised by the Owner/Director at any time and at her discretion.
- 8.6. A failure to comply with the terms of the Instalment Agreement Form will result in the monies owing on the account becoming immediately due and payable.
- 8.7. The Owner/Director reserves the right to withdraw any credit facility upon any breach by the Client of these Terms and Conditions or upon the Client ceasing to trade and/or being subject to any legal proceedings and/or the Client committing an act of insolvency.
- 8.8. The Client agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.

## 9. DEFAULT

- 9.1. Invoices issued by the Owner/Director shall be due and payable within fourteen (14) days from the date of issue of the invoice ("Default Date"). Without prejudice to any other rights of the Owner/Director, the Client may be charged interest at the rate of fifteen per centum (15%) per annum on any payment in arrears.
- 9.2. If the Owner/Director does not receive the Outstanding Balance for the Price on or before the Default Date, the Owner/Director may, without prejudice to any other remedy she may have, forward the Client's outstanding account to a debt collection agency for further action. The Client acknowledges and agrees that:
  - 9.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
  - 9.2.2. In the event of the Client being in default of their obligation to pay, and the overdue account is then referred to a debt collection agency and/or law firm for collection, the Client shall be liable for the recovery costs incurred, and if the agency charges commission on a contingency basis the Client shall be liable to pay as a liquidated

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debt, the commission payable by the Owner/Director to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

$$\text{Commission} = \left\{ \frac{\text{Original Debt}}{100 - \text{Commission \% charged by the agency (including GST)}} \right\} \times 100$$

- 9.2.3. In the event where the agency is eCollect the applicable commission rate for the amount unpaid is as detailed on [www.ecollect.com.au](http://www.ecollect.com.au)
- 9.2.4. In the event where the Owner/Director or the Owner/Director's agency refers the overdue account to a lawyer the Client shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

## 10. RISK AND LIABILITY

- 10.1. The Client will ensure when placing Orders that there is sufficient instructions to enable the Owner/Director to execute the Order.
- 10.2. The Owner/Director takes no responsibility if the instructions provided by the Client are wrong or inaccurate and the Client will be liable in that event for the expenses incurred by the Owner/Director for any work required to rectify the Order.
- 10.3. The Client is responsible for ensuring that the Owner/Director is made aware of any special requirements pertaining to the Order and the Owner/Director relies upon the integrity of the information supplied to her.
- 10.4. The Owner/Director takes no responsibility and will not be liable for any indirect, special or consequential loss or damage resulting from the Goods or Services being faulty as a consequence of insufficient information provided by the Client.
- 10.5. The Owner/Director takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer, which was organised by the Client.
- 10.6. The Client acknowledges that the Owner/Director shall not be liable for and the Client releases the Owner/Director from any indirect, special or consequential loss or damage incurred as a result of delay, or failure to provide the Goods or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Owner/Director's reasonable control.
- 10.7. The Owner/Director does not represent that she will provide and/or deliver any Goods or Services unless it is included in the Quote.
- 10.8. The Client acknowledges that the Owner/Director cannot guarantee a particular result.
- 10.9. Subject to Clause 11.1 and 11.2, the Client accepts risk in relation to the Goods when Goods pass to their care and/or control.

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## 11. WARRANTY

- 11.1. The Owner/Director warrants that the Client's rights and remedies in this Agreement arising from a warranty against defects are in addition to other rights and remedies under any applicable law in relation to the goods and services to which the warranty relates.
- 11.2. The Owner/Director does not purport to restrict, modify or exclude any liability that cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any related or complementary legislation or regulations as in force and amended from time to time.

### Warranty for Services

- 11.3. The Owner/Director warrants that if any defect in any Service provided by the Owner/Director becomes apparent and is reported to the Owner/Director within ninety (90) days of the provision of the Services (time being of the essence) then the Owner/Director will (at the Owner/Director's sole discretion) remedy the defective Service.
- 11.4. To the extent permitted by law as read in conjunction with Clause 11.2, the Owner/Director's liability in respect of defective services will be limited to:
- 11.4.1. the re-supply of the Service; or
  - 11.4.2. the payment of the cost of having the Services supplied again; or
  - 11.4.3. the refund of the Price paid by the Client in respect of the Service.
- 11.5. In respect of all claims the Owner/Director shall not be liable to compensate the Client for any reasonable delay in remedying the defective Services or in assessing the Client's claim. The Client warrants that it will use its best endeavors to assist the Owner/Director with identifying the nature of the defective Service claim.

### Warranty for Goods

- 11.6. The Client warrants that it will report any defect in any Goods supplied within fourteen (14) from the date that the defect became apparent (time being of the essence).
- 11.7. The Owner/Director warrants:
- Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods are not of acceptable quality and the failure does not amount to a major failure.*
- 11.8. The Client acknowledges that additional costs incurred, such as labour and/or freight, will be borne by the Client.
- 11.9. If the Goods and Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Owner/Director's liability for a consumer guarantee under the Australian Consumer Law in relation to those Goods and Services is limited to, at the discretion of the Owner/Director:
- 11.9.1. The resupply of the Goods and Services;
  - 11.9.2. The payment of the cost of providing the Goods and Services again.



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## Claims made under Warranty

11.10. Subject to clause 11.2 of this Agreement claims for warranty should be made in one of the following ways:

11.10.1. The Client must send the claim in writing together with proof of purchase to the Owner/Director's business address stated in clause 2.1 of this Agreement;

11.10.2. The Client must email the claim together with the proof of purchase to the Owner/Director at [info@tamaruabeautyacademy.com.au](mailto:info@tamaruabeautyacademy.com.au)

11.10.3. The Client must contact the Owner/Director on the Owner/Director's business number 0421 864 557.

11.11. Goods where a claim is made are to be returned to the Owner/Director or are to be left in the state and conditions in which they were delivered until such time as the Owner/Director or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.

## 12. RETENTION OF TITLE

12.1. While the risk in Goods shall pass on delivery and/or supply (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Owner/Director until full payment of all Goods supplied by the Owner/Director to the Client is made. Pending such payment the Client:

12.1.1. Shall hold the Goods as Bailee for the Owner/Director and shall return the Goods to the Owner/Director if so requested.

12.1.2. Agrees to hold the Goods at the Client's own risk and is liable to compensate the Owner/Director for all loss or damage sustained to the Goods whilst they are in the Client's possession.

12.2. The Owner/Director is authorised to enter the Premises or the premises where the Client stores the Goods without liability for trespass or any resulting damage in retaking possession of the Goods until the accounts owed to the Owner/Director by the Client are fully paid.

12.3. The Client acknowledges that the Owner/Director may produce this clause to register her legal and equitable interest in the Goods as a secured party in accordance with the provisions of the *Personal Property Securities Act 2009*.

## 13. PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH) ("PPSA")

13.1. In accordance with the PPSA and complementary or interrelated legislation and or regulations as amended from time to time, the Client hereby acknowledges and agrees that this Agreement constitutes a Security Agreement which creates a Security Interest in favour of the Owner/Director to secure payment of the Price or any other amount owing under this agreement from time to time, extending to personal property previously supplied by the Owner/Director to the Client, future advances and after-acquired property.

13.2. The Security Interest arising from any retention of title, as provided for in these Terms and Conditions, is a purchase money security interest (PMSI) under Section 14 of the PPSA and by entering into this Agreement, the Client agrees to grant a PMSI to the Owner/Director.



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- 13.3. Pursuant to the Clause 12, the Owner/Director has a PMSI in all Goods which are provided to the Client by the Owner/Director on credit including any Commingled Goods.
- 13.4. The Owner/Director shall be entitled without notice to the Client to register a Security Interest on the Personal Properties Securities Register (PPSR) as constituted and maintained in connection with the PPSA by an appointed regulatory authority.
- 13.5. The Client agrees that the Owner/Director will not disclose information pertaining to the Security Interest to an interested party unless she is required to do so under Section 275(6) of the PPSA or otherwise under the general law. The Owner/Director will not be liable for any loss sustained as a result of disclosure to a third party.
- 13.6. The Client:
- 13.6.1. Undertakes to sign and/or complete any documentation or provide any information which the Owner/Director may reasonably require to obtain perfection of the Security Interest and/or registration of a Financing Statement or Financing Change Statement on the PPSR. The Client warrants that information supplied to the Owner/Director will be complete, accurate and up to date and indemnifies the Owner/Director against any loss incurred if the information is not complete, accurate or up to date;
  - 13.6.2. Agrees not to register a Financing Statement under Section 10 of the PPSA or make a demand to alter the Financing Statement under Section 178 of the PPSA without the prior written consent of the Owner/Director;
  - 13.6.3. Undertakes to give the Owner/Director fourteen (14) days written notice of any change or proposed change to the Client's business name or structure, postal address (residential or business), contact details (including telephone numbers and email addresses);
  - 13.6.4. Agrees to indemnify the Owner/Director against any and all costs reasonably incurred by the Owner/Director in perfecting and maintaining the Security Interest in the Goods or other applicable personal property under the PPSA and in respect of any and all costs incurred in the course of enforcing any of her rights or remedies under the PPSA;
  - 13.6.5. Agrees to waive the right to receive the Verification Statement in respect of any Financial Statement or Financing Interest Statement relating to the Security Interest under Section 157 of the PPSA;
  - 13.6.6. Agrees and undertakes to procure from any persons considered by the Owner/Director to be relevant to her security position such agreement or waivers that the Owner/Director may at any time require;
  - 13.6.7. Agrees to waive any rights of enforcement under Section 115 in respect of collateral not used predominantly for personal, domestic or household purposes;
- 13.7. The following provisions confer rights and remedies to the Owner/Director which may be invoked in order to seize, take possession or apparent possession, retain, purchase, sell, dispose or otherwise deal with Goods. The Client acknowledges that the Owner/Director may exercise these rights in any manner which she deems fit, in her absolute discretion: Sections 123 (Seizing Collateral); 126 (Apparent Possession); 128 (Secured Party may Dispose of Collateral); 129 (Disposal by Purchase); 134(1) (Retention of collateral).

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## 14. TERMINATION AND CANCELLATION

### Cancellation by Owner/Director

- 14.1. The Owner/Director may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before payment is made by the Client by giving written notice to the Client. The Owner/Director shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 14.2. Without prejudice to the Owner/Director's other remedies at law, the Owner/Director shall be entitled to cancel all or any part of any Order of the Client which remains unfulfilled and all amounts owing to the Owner/Director shall, whether or not due for payment, become immediately payable in the event that:
  - 14.2.1. Any money payable to the Owner/Director becomes overdue; or
  - 14.2.2. The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - 14.2.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

### Cancellation by Client

- 14.3. Any Order cannot be cancelled by the Client unless expressly agreed to by the Owner/Director in writing.
- 14.4. In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Owner/Director (including, but not limited to, any loss of profits) up to the time of cancellation.
- 14.5. If the Client places an Order with the Owner/Director and the Owner/Director places an Order with a third party to meet the Client's request, the Client shall be liable for the Price of the Goods ordered if the Client cancels the Order and the Goods have already been dispatched.
- 14.6. The Owner/Director acknowledges that in the event the Owner/Director contravenes any of the terms of this Agreement, then clauses 14.3, 14.4 and 14.5 will not apply.

### 14 days cooling off period

- 14.7. The cancellation of the course within 14 days of signing will incur a penalty of \$100. Once the course is cancelled during cooling off period, deposit will be returned less penalty within 14 days. After this period, deposit is non-refundable but transferable.

## 15. SET-OFF

- 15.1. The Client shall have no right of set-off in any suit, claim or proceeding brought by the Owner/Director against the Client for default in payment.
- 15.2. The Client acknowledges that the Owner/Director can produce this clause in bar of any proceeding for set-off.



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## 16. INSURANCE

- 16.1. The Owner/Director is not liable to provide any insurance cover in relation to the provision of the Goods and Services. The Client is responsible to effect whatever insurance cover she requires at her own expense.

## 17. ACCESS

- 17.1. The Client shall, where relevant, ensure the Owner/Director has full and safe access to the Premises and any necessary essential services, resources, equipment, materials and information.
- 17.2. The Client will be charged an additional fee if the Owner/Director's work is interfered with or no proper or safe access is provided to the Owner/Director.
- 17.3. The Owner/Director will not be held responsible for any delay due to inclement weather, failure of the Client to provide required Items or changes requested to be made by the Client and/or in any circumstances beyond the Owner/Director's reasonable control.
- 17.4. The Client shall supply water and/or electricity to the Owner/Director to carry out the Order at no costs to the Owner/Director.

## 18. AGREED USE

- 18.1. The Client acknowledges that the Client may forfeit any rights if any, she may have against the Owner/Director if the Goods are applied for any other use to which the Goods are not intended for or not in accordance with the instructions provided by the Owner/Director;
- 18.2. The Client further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way and shall indemnify in full the Owner/Director, her servants and/or agents in relation to all such claims.

## 19. JURISDICTION

- 19.1. This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria.

## 20. PRIVACY ACT 1988

- 20.1. The Client and/or the Guarantor/s agrees;
- 20.1.1. For the Owner/Director to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Owner/Director.
- 20.1.2. That the Owner/Director may exchange information about the Client and the Guarantor/s with those credit providers either named as referees by the Client or named in a consumer credit report issued by a credit reporting agency.



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20.1.3. The Client consent to the Owner/Director being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

## 21. ENTIRE AGREEMENT

- 21.1. These Terms and Conditions as defined in Clause 3.1 constitute the whole Agreement made between the Client and the Owner/Director.
- 21.2. This Agreement can only be amended in writing signed by each of the parties.
- 21.3. All prior discussions and negotiations are merged within this document and the Owner/Director expressly waives all prior representations made by her or on her behalf that are in conflict with any clauses in this document in any way.
- 21.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

## 22. COURSES

### Students transferring course enrolments within the academy

At the discretion of the academy Director, a student may defer or transfer course fees between courses. If a student transfers from one course to another course, fees will only be transferred to courses that commence in the next intake. The student is liable for any additional fee. If the fee in the new course is lower, a refund will be granted in accordance with the refund policy.

If student has not paid fees from the previous intake, they will not be able to re-enrol in the current intake until the old fees are paid in full.

### Payment by instalments

If the student has entered into a payment plan, which is a legally binding agreement, they are required to ensure they have sufficient funds to pay the agreed instalments on their due date. Defaulting on payments will result in penalty charges. Arrangements must be made to pay outstanding instalments to avoid access to services being cancelled. The academy will seek to recover any outstanding funds through a debt collection agency. If student is on a payment plan, the student is liable for all their fees and charges and must pay full the full fee even if they withdraw early from the course.

### Exceptional circumstances

Refunds will not be provided for short courses not attended unless exceptional circumstances apply.

The academy Director may approve a pro rata refund of fees at any time during the course of delivery if students withdraw for reasons of personal circumstances beyond their control.

For example:

- Serious illness resulting in extended absence from classes
- Injury or disability that prevents the student from completing their program of study

In all cases, relevant documentary evidence is required.



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I/We understand and agree to be bound by the Terms and Conditions set out herein.

**Signed for on behalf of Tamarua Beauty Academy:**

NAME: .....

POSITION HELD:.....

SIGNATURE: .....

DATE: ...../...../20...

**Signed for on behalf of the client:**

NAME: .....

SIGNATURE: .....

DATE: ...../...../20...

WITNESS NAME: .....

ADDRESS: .....

.....

SIGNATURE: .....

DATE: ...../...../20...



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## DISCLOSURE OF INFORMATION POLICY

We understand that many of our students participate in social and other networks via the internet and other media. These sites are in the public domain, and students should be aware that their contributions to these sites may be accessed by anyone.

Students must ensure that any information posted about, or referring to the TBA, does not disclose information in breach of their obligations under the Disclosure of Information policy. We do not accept bullying or putting down the work of others.

### **Bullying Behaviors Include:**

- Hurtful teasing
- Pushing and shoving
- Exclusion from group
- Taking or damaging belongings
- Verbal 'put-downs'
- Sexual harassment
- Malicious gossip
- Racist comments
- Physical violence
- Rude gestures
- Extortion
- Phone & Internet abuse
- Use of weapons
- Criminal acts

Students and employees are responsible to develop and maintain positive working relationships with customers and colleagues, and to maintain high levels of business and personal presentation, students must also ensure that no information or comments are posted on their online social or other networking site which disparage or reduce the reputation of the TBA, its students, models or employees. If a student is found to have made disparaging or derogatory comments about TBA, its products, models or any of its employees via an online social or other networking site, they will be directed to remove such comments from the site, and disciplinary action will be taken. Students will be encouraged to report all incidents of bullying, whether they are the victim, the witness, or simply aware of the situation. Obligations under this policy continue even after student leaves the TBA.



# TRADING TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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## **Additional Information & Terms**

Deposits must be paid when enrolling prior to commencement of the course.

Students who have paid their course fee in full receive a 10% discount on all products throughout the duration of the course.

## **Disciplinary Procedures**

All staff and students at The Tamarua Beauty Academy must uphold a professional level of conduct. Students must comply with the rules, regulations, policies, procedures and their trainer's instructions at all times.

### **If a student:**

1. Continually fails to abide by Tamarua Beauty Academy rules and regulation policies, procedures or the trainer's instruction; or
2. Continually disrupts the class or refuses to participate in class activities; or
3. Smokes or consumes (or is under the influence of) drugs or alcohol while in class or on work experience; or
4. Behaves in a discriminatory manner.

The student will receive a verbal warning by their trainer and will be documented. If the behaviour continues the student may be removed from the training program. The student will not receive any refund, or any fees or other money paid to Tamarua Beauty Academy