

Terms and Conditions:

Bali Design You Personal Branding/ Presenting Workshop 4th December – 10th December 2019

Terms and Conditions of DESIGN YOU PTY LTD (ACN: 634 881 137) ("the Supplier")

1. Application

These Terms and Conditions ("T&Cs"), will apply to any supply of Services supplied by the Supplier to the Customer.

2. Acceptance of terms and placement of orders

- 2.1 Any Order by the Customer to the Supplier and/or any acceptance of any Services by the Customer will constitute agreement to these T&Cs by the Customer.
- 2.2 If the Supplier accepts an Order, the parties will have created a binding Contract and the Supplier will supply the Services to the Customer, and the Customer will pay the Price to the Supplier in accordance with the terms of the Contract (which includes these T&Cs).
- 2.3 The Customer is not entitled to cancel any Contract and must pay to the Supplier any costs associated with the Customer purporting to cancel a Contract.
- 2.4 The Customer must provide the Supplier with written details of any required specifications or properties of Services at the time the Customer provides an Order to the Supplier.
- 2.5 The Customer must ensure the specifications or properties of Services stated in any Order by the Customer will be fit for the intended purpose of the Services.
- 2.6 The Supplier will be entitled to rely on the accuracy of any plans, specifications or other information provided by the Customer.
- 2.7 If there are any errors in any plans, specifications or other information provided by the Customer to the Supplier, the Supplier will be entitled to vary the Price.
- 2.8 The Supplier may cancel any Contract at any time prior to Installation of the Services with no liability other than to repay any amount of the Price paid in advance of the cancellation.

3. Price

- 3.1 The Price is exclusive of GST unless otherwise stated by the Supplier in writing.
- 3.2 The Customer must not withhold, make deductions from, or set-off, payment of any money owed to the Supplier for any reason.
- 3.3 The Supplier may charge, in addition to the Price, any other fees and charges that the Supplier notifies to the Customer from time to time.

4. Deposit and Payment Terms

The Customer must pay a non-refundable deposit and; make full payment of the balance and any other amounts (if paid in instalments) within the time specified in the covering letter and any other annexures to these terms..

- 4.1 The Customer must reimburse the Supplier for the full amount of any bank or other fees associated with any dishonoured payments or cheques and any legal, debt recovery or other expenses associated with any action by the Supplier to recover money from the Customer.
- 4.2 The Supplier may charge monthly compound interest on any overdue amounts owed by the Customer at a rate of 6% per annum.

5. Force Majeure

The Supplier will not be liable to the Customer for any failure to perform, or delay in performing, the Supplier's obligations under these T&Cs if the failure or delay is due to any cause beyond the Supplier's reasonable control .If any such failure or delay continues for a period of 14 days the Supplier may terminate any affected Contract.

6. Confidential Information and Intellectual Property

- 6.1 The Customer will not use, or disclose to any third party, any Confidential Information disclosed to the Customer.
- 6.2 No supply of Services to the Customer will grant to the Customer any Intellectual Property Rights in respect of the Services.

7. Warranties

- 7.1 The Supplier does not warrant the Services are fit for any purpose whether or not made known by the Customer or any third party to the Supplier or any member of the Supplier's Personnel.
- 7.2 The Supplier excludes all express and implied conditions and warranties in relation to the Services and this Agreement except those conditions or warranties that cannot be excluded by law.
- 7.3 Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent Act of any State or Territory of Australia except to the extent permitted by such Acts.

8. Liability

- 8.1 The Supplier's liability for any Liability or Claim in relation to these T&Cs, the Contract, and any supply of Services will be limited to the amount of the Price paid by the Customer to the Supplier.
- 8.2 The Supplier will not be liable to the Customer or any other person for any Liability or Claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

9. Indemnity

The Customer indemnifies the Supplier and each member of the Supplier's Personnel on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:

- (a) the Customer's breach of these T&Cs or any Contract;
- (b) the negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;
- (c) the Services not being fit for any particular purpose;
- (d) the Customer or any member of the Customer's Personnel directly or indirectly causing any delay in the supply of any Services;
- (e) the Customer or any member of the Customer's Personnel purporting to cancel a Contract.

10. Termination

The Supplier may immediately terminate, or suspend the performance of, any Contract at its sole discretion.

11. Miscellaneous

- 11.1 These T&Cs or any Contract may only be amended with the Supplier's express written agreement. Any waiver by the Supplier must be express and in writing.
- 11.2 The Supplier's rights under these T&Cs or any Contract do not exclude any other rights the Supplier may have at law.
- 11.3 If any provision of these T&Cs or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply.
- 11.4 The Supplier may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party.
- 11.5 The Customer may only assign any rights or benefits under any Contract or these T&Cs or any Contract with the Supplier's prior written consent.
- 11.6 These T&Cs and any Contract will be governed by the law of the state in which Supplier's address is located.

12. Travel arrangements

- (a) Any attached covering letter itinerary, covering letter and booking conditions form part you're the Customers contract with the Supplier.
- (b) The Supplier will advise you of the due date for payment of your airfares, taxes and deposits.
- (c) If payment isn't received by the deadline, your booking could be cancelled or you might face extra charges.
- (d) Travel insurance isn't compulsory, but we highly recommend it for safe travel.
- (e) Check that all the names provided in your booking are correct according to each person's passport. If they're wrong, it's up to you pay for any reissue of documentation.
- (f) Some travel service suppliers have strict deposit and cancellation policies of their own, so talk to us about the details as they apply to your booking.
- (g) It's up to you to learn about the travel requirements of your destination, including any passport, visa, health and other obligations that need to be met.
- (h) If you need valid travel documentation, it's your responsibility to arrange it.
- (i) Travel conditions can change quickly, so check the advice for your destination on the www.smarttraveller.gov.au website.
- (j) 8. If you need to bring oversized or bulky items with you such as a surfboard or pram, let your airline know.