



## Virtual Sewing Classes Terms of Participation

Gisella's Sewing Collective ABN: 15928054374.

I am delighted that you have chosen to participate in my virtual sewing classes

You can find out more about me here: [www.gisellassewingcollective.com.au](http://www.gisellassewingcollective.com.au)

### INTRODUCTION

You will get the most out of this workshop/challenge if you are wanting to learn, build or brushing up on your sewing/patternmaking skills. Becoming more confident in undertaking your own sewing projects. This [workshop/challenge] may not be suitable for you if you already have advanced sewing/patternmaking skills.

This document sets out the Terms of Participation that you agree to when you enrol in my virtual sewing classes. Please read this document carefully as it sets out important boundaries intended to help this class run smoothly for everyone involved. When you enrol in this virtual sewing class you agree that you are over the age of 18 and willing to be bound by these Terms of Participation. If you don't accept these Terms of Participation, you must contact me to discuss your concerns before you enrol.

If you have any questions or need further information, please contact:

Gisella Doyle

[info@gisellassewingcollective.com.au](mailto:info@gisellassewingcollective.com.au)

This sewing class is offered in compliance with Australian Consumer Law.





## Class Details

**DESCRIPTION** – The details for the specific workshop you chose to purchase are outlined on the sales page for that workshop.

**DELIVERY** – Virtual classes will be conducted on Microsoft Teams. If you have not used Teams before, you will need to download the Teams App to a device with video capability. Please test that your Teams App, microphone and camera are working and log in 5 minutes before the class starts.

**PREPARATION** – Please follow the list below to make sure you are prepared for your class.

- Have a basic working knowledge of how your sewing machine operates.
- Read all of the course material prior to the class
- Allow enough time leading up to the class to purchase all required items as specified in your course description.
- Set aside enough time to relax and enjoy the class
- The camera and microphone will be used intermittently during classes

**IMPORTANT DATES** – Please refer to the dates listed on purchased classes

## Payment Terms

**PRICE** The price of the workshop is stated in your order.

**CURRENCY & GST** All prices are in Australian Dollars. I am not registered for GST

**PAYMENT TERMS** – Payment for the class/es may be made through Stripe or Paypal. I do not have access to your account details, which are stored under the security policies of the relevant payment provider.

**CONSEQUENCES OF LATE PAYMENT** – All payments are to be made up front at time of booking your class.





**DEBT RECOVERY** You agree to pay all costs, including debt collection agency fees and solicitor's costs that [I/we] may incur in taking steps to recover any money that you owe under these Terms of Participation, whether or not legal proceedings are issued in relation to the debt.

## **Refund Policy**

**CHANGE OF MIND** – I do not offer a refund if you change your mind, so please consider carefully whether this class is right for you before you purchase.

## **Mutual Responsibilities**

**QUALIFICATIONS** – I have extensive years of experience in fashion design, sewing, patternmaking and creating couture gowns. I have mentored students who are studying fashion as well as having experience running sewing classes.

**MY RESPONSIBILITY** – What you can expect from me and my classes

- Engaging
- Stress free
- Welcoming
- Patient
- Results focus
- Skill Building

**YOUR RESPONSIBILITY** – What I expect from you during the classes

- Bringing a good attitude
- Willingness to meet new people
- Understanding that mistakes are a part of learning
- Being open to developing or improving problem solving skills
- Don't take yourself too seriously
- Engaging fully and being open to advice





## Important Information

**POTENTIAL PROBLEMS** – These classes are designed to teach you skills. For participants to become proficient they will need to engage and practice what they have learned outside of class. Practice makes perfect.

Don't be discouraged by the process of learning. People develop skills at different speeds/rates.

**OTHER CONCERNS** – To participate in my classes you must have some knowledge/familiarity/confidence with your sewing machine.

Please check your sewing machine manual for specific machine requirements. Your machine must be set up correctly prior to commencing the classes.

Please make sure that the environment that you choose to participate in my virtual classes is free from hazards.

## Consumer Guarantees

Please be advised that minimum numbers are required for a class to go ahead. Please be mindful of this when purchasing your class/es.

If I cannot run the class on the specified date due to severe illness, I will reschedule the class to another date. If you cannot make this new date, I will offer a refund or another class of the same value.

If you are unable to make a class due to severe illness, I will offer you a recording of the class that you can do at your own pace. By offering an on demand class you will acknowledge that no teacher/student interaction will take place as this is not a live class.

If I cannot run the class due to unforeseen circumstances I will reschedule the class to another date. If you cannot make this new date, I will offer a refund or another class of the same value.



**INVITATION TO DISCUSS PROBLEM** If you feel that there is any problem with your purchased class, please let me know within 24 hours. I am keen to understand what has gone wrong if you are unhappy so that I can address your concerns and try to find a mutually acceptable solution.

**REMEDIES FOR MAJOR BREACH** I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise. However, even if there is a major problem, my liability is strictly limited to:

- replacing the goods or providing the services again; or
- if I am unable to do so within a reasonable time, refunding the full amount that you have paid to me.

## **Limitation of Liability**

### **WAIVER**

I do not make any guarantees or warranties about the accuracy of any material supplied in this workshop, with the exception of any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law. I am human and errors creep in despite the best of intentions. If something in my materials doesn't seem right, please let me know.

While I make all reasonable efforts to ensure that this class meets with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss, damage, illness or injury you may suffer as a result of your participation, irrespective of whether it was foreseeable, and regardless of the nature of the claim.





## Intellectual Property

Commercial exploitation of my content in any way that competes with my business is strictly prohibited.

You are expressly prohibited from claiming my intellectual property as your own.

**COPYRIGHT** The materials and resources that I provide to you are protected by copyright laws and treaties around the world, with all right reserved.

Copyright material is provided to you for your personal use only and must not be copied or shared in any way without my written consent.

**TRADE MARKS** I claim exclusive ownership of my business name and logo as a unregistered trade mark. My trade marks may not be used in connection with any other product or service without a licence, or in any way that is likely to cause confusion in the marketplace, or in any manner that is disrespectful of me or my business.

## Confidentiality

**COLLECTION** In providing this class for you I may collect personal and sensitive information from you, including your name and contact details. I collect this information in my enrolment form, so I can maintain my client database, send you important information about the class and provide the workshop to you/customise the challenge for your needs.

**POLICY** I store your confidential information securely with service providers whose security I believe to be sufficiently protective, including Microsoft and Go Daddy. Please consult the appropriate security policies for these companies if you wish to know more.

**RESPECT** When participating in the virtual class or engaging with the class Facebook group, please be mindful of what information you choose to share, and always treat other participants' privacy with the highest level of respect. Breach of confidentiality will be taken very seriously.



## Dispute Resolution & Jurisdiction

### RESPECTFUL COOPERATION

If a dispute arises, everyone involved agrees not to engage in any public discussion about the issues, to behave politely towards each other, and to avoid any conduct or communication which might reasonably be expected to be unfairly detrimental to any other person's business or personal interests.

You agree to act in good faith and be reasonably cooperative at all stages of the dispute resolution process. I make the same commitment to you.

### NEGOTIATION

If you have any concerns, issues or complaint arising out of participation in this class, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at [info@gisellassewingcollective.com.au](mailto:info@gisellassewingcollective.com.au) and expect a response within [2] business days.

### MEDIATION

If there is a problem, you agree to meet with me in good faith to discuss it and try to make a genuine effort to find a win-win solution. If the problem cannot be resolved within a reasonable time, you agree to pursue mediation and alternative methods of dispute resolution, with litigation being a last resort. I commit to making a similar effort to resolve any disputes in a friendly manner.

### JURISDICTION

These Terms of Participation are subject to the governing law of NSW. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of NSW, and the Commonwealth of Australia, will have exclusive jurisdiction.

