

CLIENT FORM	
<b>Client, you, your</b>	Name: Address: Email:
<b>Fiona Valentine, we, us, our</b>	VALENTINE, FIONA MICHELE ABN 35 876 307 079 Contact: 0412 694 674 Email: fiona@fionavalentine.com
<b>Services</b>	The Art of Innovation Workshop
<b>Start Date</b>	TBC
<b>Artworks</b>	NA
<b>Fees</b>	Fees: \$197 Fees are payable upfront at the time of booking and/or purchase.
<b>Cancellation Fees</b>	If the Client cancels a Workshop, a Retreat or One-on-one Coaching, the Client will forfeit: (a) 25% of the Fees, if the cancellation is more than 60 days prior to the Start Date; (b) 50% of the Fees, if the cancellation is between 30 and 60 days prior to the Start Date; and (c) 100% of the Fees, if the cancellation is less 30 days prior to the Start Date.
<b>Fee Payment Method</b>	Stripe, PayPal or Electronic Funds Transfer
<b>Special Conditions</b>	NA

**DISCLAIMER**

*The Client acknowledges and agrees that while Fiona Valentine's Services are designed to maximise the Client's chances of growing their business, Fiona Valentine does not guarantee or represent that as a result of receiving the Services the Client's business will achieve growth or that the Services will meet your specific requirements.*

*Fiona Valentine provides information that is general in nature and is based on personal experience. Fiona Valentine is not a financial adviser, lawyer or taxation agent and nothing in the Services is intended to be such professional advice and should not be relied on as such. You should obtain specific financial, legal or other professional advice before relying on the Services.*

By signing below the Client agrees to the terms and conditions of this Client Form and the Fiona Valentine Business Terms and Conditions provided by Fiona Valentine to the Client.

**Executed** as an agreement on \_\_\_\_\_ (date)

Signed by the Client	
Full name	Signature

## **FIONA VALENTINE – BUSINESS TERMS AND CONDITIONS**

This agreement sets out the terms under which VALENTINE, FIONA MICHELE ABN 35 876 307 079 (**Fiona Valentine**) provides services to you or the company which you represent (the **Client**).

You will be taken to have accepted these terms and conditions if you sign these terms and conditions or otherwise indicate your assent, or if you order, accept or pay for any services provided by Fiona Valentine after receiving or becoming aware of these terms.

### **1. CLIENT FORM**

These terms will apply to all the Client's dealings with Fiona Valentine, including being incorporated in all agreements, quotations or orders under which Fiona Valentine is to provide goods and/or services to the Client (each a **Client Form**) together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).

In the event of any inconsistency between these terms and conditions and any Client Form the clauses of these terms and conditions will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms set out and described as such in a Client Form) will prevail over the other terms of this agreement to the extent of any inconsistency.

### **2. ARTWORKS AND SERVICES**

- (a) In consideration for the payment of the fees set out in the Client Form (**Fees**), Fiona Valentine will provide the Client with services set out in a Client Form (**Services**) and/or goods set out in a Client Form (**Artworks**).
- (b) Unless otherwise agreed, Fiona Valentine may, in its discretion:
  - (i) not commence work on any Services until the Client has paid any Fees in respect of such Services; and
  - (ii) withhold delivery of Services and/or Artworks until the Client has paid the applicable fees in respect of such Services and/or Artworks.

### **3. COPYRIGHT IN ARTWORKS**

- (a) The Client acknowledges and agrees that in accordance with clause 15 of this agreement, after the purchase of an Artwork by the Client, Fiona Valentine will continue to own the copyright and/or all other Intellectual Property Rights in the Artwork.
- (b) Unless expressly agreed otherwise in writing, by purchasing an Artwork, the Client warrants that it will not copy, reproduce, adapt, vary, modify, broadcast or publish the Artwork or otherwise infringe Fiona Valentine's copyright, and/or other Intellectual Property Rights in the Artwork.

### **4. WEBSITE**

The following will apply, if you are purchasing any Artworks or Services through Fiona Valentine's website located at [www.fionavalentine.com](http://www.fionavalentine.com)

#### **4.1 INFORMATION ON THE WEBSITE**

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

- (a) the Website will be free from errors or defects;
- (b) the Website will be accessible at all times;
- (c) messages sent through the Website will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Website will be secure or confidential; or
- (e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

## 4.2 INTELLECTUAL PROPERTY

- (a) Fiona Valentine retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Fiona Valentine or as permitted by law.

## 4.3 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility.
- (b) We have no control over the content of the linked websites and are not responsible for it.
- (c) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

## 4.4 SECURITY

Fiona Valentine does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

## 5. THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires Fiona Valentine to acquire goods and services supplied by a third party on behalf of the Client, for example hiring amenities, classrooms and/or purchasing transport or food, may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) The Client agrees to familiarise themselves with any Third Party Terms applicable to any such goods and services supplied and, by instructing Fiona Valentine to acquire the goods or services on the Client's behalf, the Client will be taken to have agreed to such Third Party Terms.

## 6. CLIENT OBLIGATIONS

### 6.1 PROVIDE INFORMATION AND LIAISON

- (a) The Client must provide Fiona Valentine with all documentation, information and assistance reasonably required for Fiona Valentine to perform the Services.
- (b) The Client agrees to liaise with Fiona Valentine as it reasonably requests for the purpose of enabling Fiona Valentine to provide the Services.

### 6.2 PRE-CLASS MATERIAL

If requested by Fiona Valentine, the Client must complete and submit to Fiona Valentine the any pre-class material, which Fiona Valentine will provide to the Client, on or before the commencement of any class.

### 6.3 COURSE MATERIAL

If the Client purchased any Online Courses, Workshops, Retreats or One-on-on Coaching (**Educational Services**), the Client acknowledges and agrees that:

- (a) any material it receives as part of the Educational Services is Fiona Valentine IP (as that term is defined in clause 15.3) and the Client is only licensed to use such material strictly for its personal participation in the Educational Services;
- (b) that the Client must not share any of Fiona Valentine material and/or access details (such as logins and passwords) with any other person; and
- (c) if the Client breaches this clause 6.3, without limiting her other rights under this agreement, Fiona Valentine will terminate this agreement with the Client's (including by revoking the Client's access to any materials) without providing a refund to the Client.

## 7. PAYMENT

### 7.1 FEES

The Client must pay to Fiona Valentine fees in the amounts and at the times set out in the Client Form or as otherwise agreed.

### 7.2 TIME FOR PAYMENT

Unless otherwise agreed:

- (a) if Fiona Valentine issues an invoice to the Client, payment must be made by the time(s) specified on such invoice; and
- (b) in all other circumstances, the Client must pay for all goods and services within 2 weeks of receiving an invoice for amounts payable.

### 7.3 ONLINE PAYMENT PARTNER

We may use third-party payment providers, such as Stripe or PayPal, (**Payment Providers**) to collect payments for the Services and/or Artworks. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

### 7.4 EXPENSES

If agreed between the parties in writing:

- (a) the Client will bear all travel, accommodation, office stationery, computer storage, media and related expenses reasonably incurred by Fiona Valentine in connection with a Client Form;
- (b) any third party costs incurred by Fiona Valentine in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Client Form.

### 7.5 GST

Unless otherwise indicated, amounts stated in a Client Form do not include GST. In relation to any GST payable for a taxable supply by Fiona Valentine, the Client must pay the GST subject to Fiona Valentine providing a tax invoice.

### 7.6 CARD SURCHARGES

The Service reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

## 8. CHANGES

The Client must pay additional charges for changes to Services requested by Client which are outside the scope set out in the relevant Client Form (**Changes**).

Unless otherwise agreed:

- (a) Changes will be charged on a time and materials basis, at Fiona Valentine's standard hourly rates; and
- (b) Fiona Valentine may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

## 9. ACCREDITATIONS

Unless otherwise agreed:

- (a) all displays or publications of any deliverables provided to the Client as part of the Services (**Deliverables**) must, if requested by Fiona Valentine, bear an accreditation and/or a copyright notice including Fiona Valentine's name in the form, size and location as directed by Fiona Valentine; and
- (b) Fiona Valentine retains the right to describe the Services and reproduce, publish and display the Deliverables in Fiona Valentine's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative

excellence or professional advancement, and to be credited with authorship of the Services and Deliverables in connection with such uses.

## **10. PRICING**

- (a) The Client acknowledges that despite Fiona Valentine's reasonable precautions, Artworks may be listed at an incorrect price, or with incorrect availability and/or other information, due to typographical errors and/or oversight. In such circumstances, Fiona Valentine reserves the right to substitute the Artworks with a comparative Artwork, if agreed by the Client or cancel a Client Form, even if the Client Form has been paid for and previously accepted by Fiona Valentine.
- (b) If Fiona Valentine cancels a Client Form in accordance with 10(a), Fiona Valentine will, as soon as practicable, contact the Client and issue a refund for any payment the Client has made for the cancelled order.
- (c) Fiona Valentine will endeavour to make any refund under this clause using the same payment method as the payment method used by the Client during the original purchase, however may vary this method at its discretion.

## **11. TITLE AND RISK**

- (a) Until the price of Artworks is paid in full, title in those Artworks is retained by Fiona Valentine.
- (b) Risk in the Artworks will pass to the Client on delivery or on completion of purchase.
- (c) If you do not pay for any Artworks on the due date for payment, you authorise Fiona Valentine, its employees and agents to enter any premises occupied by you or any other place where the Artworks are located and use reasonable force to retake possession of the Artworks without liability for trespass or damage.
- (d) Fiona Valentine may at its option keep or resell Artworks retaken from you.
- (e) If you sell Artworks or sells items into which Artworks are incorporated before payment in full to Fiona Valentine, you acknowledge that such sale is made by you as bailee for and on behalf of Fiona Valentine, to hold the proceeds of sale on trust for Fiona Valentine, in an account in the name of Fiona Valentine, and must pay that amount to Fiona Valentine on demand.

## **12. DELIVERY**

### **12.1 COST AND OBLIGATIONS**

- (a) Unless otherwise indicated, amounts stated in Client Forms, on Fiona Valentine's website or in stores, do not include delivery Fiona Valentine will charge the Client for delivery (notwithstanding that it may not have previously done so).
- (b) Delivery is to the delivery point specifically accepted by Fiona Valentine.
- (c) If Fiona Valentine is unable to complete the delivery within the agreed time schedule due to the Client's absence or other fault of the Client, the Client will be liable for all charges and costs incurred, including but not limited to warehousing, transportation and redelivery.
- (d) If the Client organises delivery independently of Fiona Valentine, Fiona Valentine shall not be held liable for non-delivery, lateness of delivery or loss or damage of Artworks during transit.
- (e) Fiona Valentine may, at its discretion, deliver the Artworks to the Client in any number of instalments.

### **12.2 DAMAGE IN TRANSIT**

Unless Fiona Valentine is delivering the Artworks, Fiona Valentine shall not be liable for loss of or damage to Artworks in transit and the Client must make all claims for such loss or damage against the carrier. Fiona Valentine encourages the Client to take out insurance to protect itself for loss of or damage to Artworks in transit.

### 13. RETURNS POLICY

- (a) Returns of Artworks will only be accepted if the Artworks are faulty and you comply with the provisions of this clause 13; or
  - (i) the Artworks are returned within 10 business days of you receiving it; and
  - (ii) we agree in writing to accept return of the Artworks.
- (b) **(Change of mind returns)** Generally, we do not accept change of mind returns. However, we may consider accepting returns in our absolute discretion.
- (c) **(Faulty Artworks)** The following process applies to any Artworks you believe to be faulty.
  - (i) If you believe your Artworks are faulty, please contact us using the details provided on our website with a full description of the fault (including images, if possible).
  - (ii) If we determine that your Artwork may be faulty, we will request that you send the Artwork back to us, for further inspection. We reserve the right to further inspection before deeming an Artwork faulty.
  - (iii) If we determine in our reasonable opinion that the Artwork is not faulty, was damaged in transit, or is faulty due to fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your return and send the Artwork back to you at your cost.
  - (iv) If we determine that the Artwork is faulty, you may request a refund, an exchange or, if possible, a repair. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
  - (v) If you fail to comply with the provisions of this clause 13 in respect of faulty Artworks, we may, in our absolute discretion, issue only a partial refund or no refund in respect of such faulty Artworks.
  - (vi) Nothing in this clause 13 is intended to limit or otherwise affect any of your rights which cannot be excluded under applicable law.
- (d) **(Timeframe)** All requests for refunds or exchanges must be made within 7 days from the receipt of an Artwork.

### 14. CONFIDENTIALITY & RESTRAINT

#### 14.1 CONFIDENTIALITY

Except as contemplated by this agreement or a Client Form, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any confidential information disclosed to it by the other party without its prior written consent.

This clause does not apply to:

- (a) information which is generally available to the public (other than as a result of a breach of these terms or another obligation of confidence);
- (b) information required to be disclosed by any law; or
- (c) information disclosed by Fiona Valentine to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this agreement.

#### 14.2 RESTRAINT

For the duration of any Client Form, and for 6 months thereafter, the Client must not employ or engage (or be knowingly involved in another employing or engaging) any officers or employees of Fiona Valentine with which the Client had contact during the course of a Service Agreement.

## 15. INTELLECTUAL PROPERTY

### 15.1 CLIENT CONTENT

The Client grants to Fiona Valentine (and its subcontractors, employees or agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Content to the extent reasonably required to perform any Services.

The Client:

- (a) warrants that Fiona Valentine's use of Client Content as contemplated by a Client Form will not infringe any third-party Intellectual Property Rights; and
- (b) will indemnify Fiona Valentine from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

### 15.2 FIONA VALENTINE IP

Unless otherwise expressly agreed in writing by Fiona Valentine, the Client will not under these terms or any Service Agreement acquire Intellectual Property Rights in any Fiona Valentine IP. Any Developed IP will be solely and exclusively owned by Fiona Valentine.

Fiona Valentine grants to the Client a non-exclusive, royalty free, non-transferable, worldwide and revocable licence to use Fiona Valentine IP and any Developed IP to the extent required for the Client to use, enjoy the benefit of or exploit the Artworks, Services and/or Deliverables.

### 15.3 DEFINITIONS

For the purposes of this clause 15:

- (a) "**Client Content**" means any documents or materials supplied by the Client to Fiona Valentine under or in connection with this agreement or a Client Form, including any Intellectual Property Rights attaching to those materials.
- (b) "**Developed IP**" means any materials produced by Fiona Valentine in the course of providing Services including documentation, reports, data, designs, concepts, know-how, information, advice, opinions, emails, notes whether in draft or final form, in writing, provided orally, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to those materials.
- (c) "**Fiona Valentine IP**" all materials owned or licensed by Fiona Valentine that is not Developed IP and any Intellectual Property Rights attaching to those materials.
- (d) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, confidential information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the Commencement Date, whether registered or unregistered.

## 16. WARRANTIES

To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement or a Client Form are excluded.

Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Fiona Valentine's liability for breach of that non-excludable condition, warranty or guarantee will, at Fiona Valentine's option, be limited to:

- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

## 17. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Fiona Valentine's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims

be only for economic loss, or for personal injury or other damage) arising under or in connection with this agreement or a Client Form:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
- (b) is limited, insofar as concerns other liability, to the total money paid to Fiona Valentine under this agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

Nothing in this agreement is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

## 18. INDEMNITY

The Client indemnifies Fiona Valentine from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this agreement by the Client; or
- (b) any negligent, fraudulent or criminal act or omission of the Client or its personnel.

## 19. TERMINATION

### 19.1 TERMINATION BY FIONA VALENTINE

Fiona Valentine may terminate these terms or any Client Form in whole or in part immediately by written notice to the Client if the Client is in breach of any term of these terms or a Client Form.

### 19.2 TERMINATION BY CLIENT

The Client may terminate this agreement:

- (a) if Fiona Valentine has committed a material breach of this agreement or a Client Form and has failed to remedy the breach within 7 days written notice by the Client; or
- (b) for convenience at any time, subject to the payment of any Cancellation Fees set out in a Client Form.

### 19.3 EFFECT OF TERMINATION

Upon termination of this agreement, the Client must promptly pay (at Fiona Valentine's request):

- (a) Fiona Valentine's expenses to date;
- (b) payments required by Fiona Valentine's suppliers to discontinue their work;
- (c) usual time charges for the work of Fiona Valentine's staff to date; and
- (d) Fiona Valentine's standard fees in relation to work already performed.

### 19.4 SURVIVAL

Any provision of these terms (including in a Client Form) which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination.

## 20. DISPUTE RESOLUTION

- (a) The parties shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to arbitration or litigation.
- (b) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (**Guidelines**).
- (c) The terms of the Guidelines are hereby deemed incorporated into this agreement



## **21. NOTICES**

### **21.1 FORM OF NOTICE**

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) addressed to that party to:
  - (i) the postal address of that party; or
  - (ii) the email address of that party that has been regularly used by the parties to correspond during the term of this agreement (unless such email address is known to be inactive by the party giving notice).

## **22. GENERAL**

### **22.1 GOVERNING LAW**

This agreement is governed by the law applying in Victoria, Australia.

### **22.2 JURISDICTION**

Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### **22.3 ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

### **22.4 AMENDMENTS**

This agreement may only be amended by a document signed by each party.

### **22.5 WAIVER**

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **22.6 FURTHER ACTS AND DOCUMENTS**

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this agreement.

### **22.7 ENTIRE AGREEMENT**

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.