



## **Refinished Business Engagement**

### **Terms & Conditions**

#### **CONDITIONS**

##### **BOOKING and ACCEPTANCE**

To secure a Booking, Refinished Business requires a completed Client Contact Form together with payment. The Agreement is at all times subject to these Conditions which by the Client's signature on the Client Contact Form they are deemed to have read and fully understood.

All Bookings are provisional and are only confirmed when the Deposit has cleared Refinished Business's bank account.

An agreement is not formed until such time as Refinished Business provides the Client with written confirmation of the Booking.

Refinished Business reserves the right to decline any booking at their discretion.

##### **FEE and PAYMENT TERMS**

The Deposit is payable at the time of Booking.

The balance of the Fee is payable in full no later than the date stipulated unless otherwise agreed in writing.

In the event that the balance of the Fee is not paid by the specified due date, Refinished Business will have the discretion to treat the Booking as cancelled by the Client and any amounts paid to date by the Client will be automatically forfeited to Refinished Business.

Note, the above are subject to the cancellation provisions noted herein below.

Refinished Business

p | +61 402 507 549  
e | [erin@refinishedbusiness.com.au](mailto:erin@refinishedbusiness.com.au)  
abn | 34 791 164 486

[www.refinishedbusiness.com.au](http://www.refinishedbusiness.com.au)

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## **VARIATIONS and AMENDMENTS**

Refinished Business reserves the right to change any price or other particulars of the Services before the Agreement becomes binding.

If any pricing changes occur, Refinished Business shall notify the Client forthwith and shall use all reasonable endeavours to offer the Client arrangements as close to the original as it is reasonably possible in the circumstances. If there is any other change other than a major change Refinished Business is not obliged to inform the Client in advance or obliged to pay any compensation.

No change by the Client is permissible unless agreed in writing by Refinished Business.

## **CANCELLATION BY THE CLIENT**

If the Client wishes to cancel the Agreement they must advise Refinished Business in writing as soon as reasonably possible. Any cancellation of the Agreement will be subject to the following cancellation charges.

## **CANCELLATION BY REFINISHED BUSINESS**

Refinished Business will always endeavour to fulfil confirmed Bookings, however, Refinished Business reserves the right to cancel at their discretion.

In the event that Refinished Business cancels a Booking the Client will be offered an alternative date or a refund, at the Client's discretion.

If Refinished Business or any of its staff, consultants or agents become aware of any such act / conduct then Refinished Business and its agents may, at their absolute discretion, ask the Client to discontinue services at which time the Agreement will be at an end, the Fee will be forfeited by the Client, and Refinished Business will have no further responsibility or liability to the Client.

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## LIABILITY

To the fullest extent permitted at law, the Client forever releases, discharges and indemnifies Refinished Business against:

1. Any and all loss or damage suffered by Refinished Business as a result of any act or omission by the Client under this Agreement; and
2. Any and all loss or damage suffered by the Client however arising under this Agreement including as a result of any act or omission by Refinished Business or any third party; and
3. Any and all injuries including permanent disability and/or death and any loss arising therefrom.

Refinished Business' liability for a breach of a condition or warranty implied by or contained in the Competition and Consumer Act 2010 is limited to, at Refinished Business' sole and exclusive discretion:

- (i) The supplying of the Services again; or
- (ii) The payment of the cost of having the Services supplied again.

Except as provided for in these Conditions and under the Competition and Consumer Act 2010, all express and implied warranties, guarantees and conditions, under statute or general law, as to merchantability, description, quality, suitability or fitness of the Services for any purpose or otherwise are expressly excluded and disclaimed to the fullest extent permissible at law. Refinished Business disclaims liability for physical or financial injury, and loss or damage arising from the Services to the fullest extent permissible at law.

## MEDIA

Refinished Business reserve the right to take any Recordings of the Client during the Services, and the Client accepts that all rights whatsoever arising in the recordings shall be solely owned by Refinished Business.

The Client accepts and agrees that any Recordings may be used by Refinished Business at its absolute discretion in any manner, including but not limited to on its web site, promotional material and advertisements.

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## INTELLECTUAL PROPERTY

The Client:

1. Shall not use, or allow others to use or benefit from, the Intellectual Property;
2. Shall not purport to sell or grant a license to use any of the Intellectual Property; and
3. Shall not rebrand, reverse engineer, reproduce or in any other way infringe the Intellectual Property.
4. Acknowledges and agrees that all right title and interest in the Intellectual Property vests in and at all times remains with Refinished Business.

Refinished Business:

1. Grants the Client a non-exclusive royalty free licence to use the Intellectual Property during the currency of this Agreement; and
2. Reserves the right to take such actions as it deems appropriate or necessary to restrain or prevent infringement of the Intellectual property by the Client or any third party who obtains the Intellectual Property whether directly or indirectly from the Client.

## MISCELLANEOUS

1. The Client may not assign in whole or in part the benefit of this Agreement.
2. Nothing in this Agreement shall constitute a partnership or joint venture or a relationship of employment, service or agency between the parties. At all times Refinished Business is acting as an independent contractor.
3. Any notice, demand or other communication given under this Agreement must be given to the other party's last known postal and/or email address.
4. This Agreement contains the entire agreement between the parties and the parties agree that this Agreement supersedes and prevails over any prior agreement or understanding (if any), whether oral or in writing, between the parties.
5. The Client is prohibited from varying this Agreement unless otherwise agreed in writing by Refinished Business.
6. This Agreement is governed by the laws of the State of Victoria and each party expressly submits to the non-exclusive jurisdiction of the courts of that State and of all courts competent to hear appeals from those courts.

## PRIVACY POLICY

Refinished Business are committed to protecting and respecting your privacy. No information will be shared unless otherwise agreed in writing.

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## EXPENSES and OUTSOURCING

Reasonable out of pocket expenses incurred in the course of performing the quoted service such as but not limited to; printing material, flights, transport, third party contractor fees; will be recharged to the client and will not be made without prior written notification and agreement from all parties.

## DEFINITIONS

**Agreement** means this agreement pursuant to which Refinished Business provides the Services to the Client as constituted by the Booking Form, these Conditions and any schedules and annexures hereto.

**Booking** means the reservation made by the Client with Refinished Business as set out on the Booking Form.

**Booking Form** means the form produced by Refinished Business to be completed by the Client when and upon making a booking with Refinished Business.

**Client** means the party identified as such on the Booking Form.

**Conditions** means these terms and conditions of trade of Refinished Business as set out herein.

**Deposit** means the part payment of the Fee, the amount of which is specified in the Booking Form.

**Fee** means the total amount payable by the Client as set out in the Booking Form.

**Force Majeure** means any act, event, omission or accident beyond Refinished Business' reasonable control including but in no way limited to Acts of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or sub-contractors, strikes, lock-outs, or other industrial disputes, failure of a utility service or transport network.

**Intellectual Property** means all intellectual property relating to the Services supplied by Refinished Business, including and without limitation, all confidential information (information which is reasonably known not to be in the public domain), printed material, copyright, trade marks, whether registered or not, any improvements in such intellectual property, and any goodwill associated with any of them.

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**Major Change** means a change in the date, location or over 80% of the content of the Services.

**Parties** means Refinished Business and the Client.

**Recordings** includes but is not limited to photographs, videos, or any other audio-visual recordings taken of the Clients during the provision of the Services.

**Refinished Business** means the business operated by Erin McGavin trading as “Refinished Business” (ABN 34 791 164 486)

**Services** means those specified in the **Schedule** as amended from time to time.

## INTERPRETATION

Wording importing the singular meaning shall include the plural meaning and vice versa.

All wording within the booking conditions is generalized and any reference to any gender includes the other genders.

The headings in these conditions are for convenience only and shall not affect their interpretation.

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