



# HAT ATELIER

## TERMS AND CONDITIONS FOR BUYING MILLINERY COURSES AND JUST BROWSING

Welcome to Hat Atelier. Thank you for your interest in our Millinery Courses.

In these terms, we also refer to Hat Atelier as “our”, “we, or “us”.

And you are you!

### What are these terms about?

These terms apply when you use this Website, being [www.hatatelier.com](http://www.hatatelier.com) and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you purchase a Millinery Course through this Website. A Millinery course is a video containing instructions or lessons to assist with making and designing hats and or headpieces. (“**Millinery Course**”).

If you’re looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here <https://www.hatatelier.com/pages/privacy-policy-legal>

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### How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- **PART A:** Terms for when you buy Millinery Courses (applies when you buy and incorporates Part C.)
- **PART B:** Terms for when you browse and interact with this Website (applies when you browse)
- **PART C:** Liability and warranties, and interpretation provisions (applies to buying and browsing)

Please let us know if you have any questions about these terms, and don’t continue using this Website or purchase any Millinery Courses unless you have read and agree to these terms.

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## PART A

### FOR WHEN YOU BUY MILLINERY COURSES...

#### 1. SUBMITTING AN ORDER

- (a) By submitting an order for purchase of a Millinery Course using the Website's functionality (**Order**) you represent and warrant that:
  - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and
  - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where we will provide you with the Millinery Courses you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) This Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order has been accepted.

#### 2. OUR COURSES, YOUR LICENCE AND ACCOUNT

- (a) Our courses are carefully designed to help improve your knowledge and understanding of the millinery process, materials to use, colour combinations and special techniques.
- (b) We will endeavour to ensure that the Millinery Courses provided will be substantially the same as the Millinery Courses described on our Website.
- (c) Once you make payment and subject to the licence restrictions in clause 2(d), you will be granted access to your Millinery Course with a personal access code to your personal account (**Account**). The Millinery Course is provided in a video format, to be viewed online through your Account and not downloaded.
- (d) You are granted a limited licence to use the Millinery Course purchased by you for your own personal, non-commercial purposes. You must not give access to your Account to any other person. Your licence will continue (so you can return to the Millinery Course if you need to) while we are in operation as a business. We will only revoke your licence if we suspect for any reason in our sole discretion that you are misusing the licence, for example by distributing the Millinery Course to other people or giving access to your Account to other people, you are making commercial use of or infringing the intellectual property rights in the Millinery courses, or if you do not comply with the following clause 2(e). In the event your license is revoked, you will not be entitled to a refund of the payment.
- (e) Your Account includes access to a discussion group with our other account holders, to discuss your ideas, progress and questions. We are a supportive community and you must at all times be respectful of other users, including not posting any explicit, pornographic, homophobic, racist or otherwise offensive or derogatory material. We reserve the right, in our absolute discretion, to revoke your licence and Account if you do not comply with this clause.

#### 3. PAYMENT

- (a) All prices are:
  - (i) as displayed and accepted by you at the time of checkout;
  - (ii) per course (except where indicated);
  - (iii) in Australian Dollars; and
  - (iv) subject to change without notice prior to you completing an Order.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Millinery Courses at the time of placing an Order. We may in future offer AfterPay or Zip, or other

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means of making payment instalments, in which case payment is due on the dates agreed to by you at the time of placing an Order.

- (c) **(GST)** Unless otherwise indicated, amounts stated on the Website do include GST. In relation to any GST payable for a taxable supply by Hat Atelier, you must pay the GST subject to Hat Atelier providing a tax invoice.
- (d) **(Card surcharges)** Hat Atelier reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).
- (e) **(Online payment partner)** We may use third-party payment providers (**Payment Providers**) to collect payments for Millinery Courses. 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.
- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

#### 4. CHANGES TO YOUR ORDER

##### 4.1 CANCELLATION BY YOU

You may cancel your Order up to the time that we confirm your Order in writing to you. Once we confirm your Order, your Order is binding and cannot be changed by you. However, our refunds and exchanges process in clause 4.2 may apply.

##### 4.2 REFUNDS

- (a) Due to the nature of the materials, we do not offer change of mind refunds.
- (b) We will provide a full refund of the price paid for a Millinery Course if we determine in our sole discretion that:
  - (i) a Millinery Course you have ordered or your Account was not accessible by you solely due to a failure by us; or
  - (ii) a Millinery Course provided to you was not substantially the same as the Millinery Course you ordered as described on our Website.
- (c) Nothing in this clause 4 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth).

#### 5. INTELLECTUAL PROPERTY

- (a) Hat Atelier retains all intellectual property rights in the copyright design, content and techniques contained in the Millinery Courses. You must not attempt to copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, decompile, download or otherwise commercialise the Millinery Courses.
- (b) In this clause, "**intellectual property rights**" means all copyright, trade mark registered and unregistered, design rights, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, including moral rights and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

#### 6. PUBLISHING PHOTOS ONLINE / ON SOCIAL MEDIA

- (a) Subject to your agreement of non-disparagement of the Millinery courses Hat Atelier and/or Rebecca Share, you may publish photos of the Millinery Courses online or on social media (or both), and we ask that you please provide accreditation to Hat Atelier by

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reference or hashtag. We reserve the right to require you to remove any posts that feature the Millinery Courses or remove any accreditation to us.

- (b) If you provide photos to us of anything you produce as a result of the Millinery Course, we may publish those photos online, including on our Website or social media accounts, without any rights of accreditation to you. We may accredit you if appropriate information is provided.

## **PART B**

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### **FOR WHEN YOU BROWSE THIS WEBSITE**

#### **7. ACCESS AND USE OF THE WEBSITE**

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

#### **8. YOUR OBLIGATIONS**

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Hat Atelier;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Millinery Courses;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Hat Atelier, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
  - (iv) instigate or participate in a denial-of-service attack against the Website.

#### **9. INFORMATION ON THE WEBSITE**

- (a) 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:
- (i) the Website will be free from errors or defects (or both, as the case may be);
  - (ii) the Website will be accessible at all times;
  - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
  - (iv) information you receive or supply through the Website will be secure or confidential; and

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- (v) any information provided through the Website is accurate or true.
  - (b) 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.

## 10. INTELLECTUAL PROPERTY

- (a) Hat Atelier 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 Hat Atelier or as permitted by law.
- (c) In this clause, "**intellectual property rights**" means all copyright, trade mark registered and unregistered, design rights, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights including moral rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

## 11. THIRD PARTY TERMS AND CONDITIONS

- (a) The Customer acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The Customer agrees to any Third Party Terms applicable to any third party goods and services, and Hat Atelier will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

## 12. LINKS TO OTHER WEBSITES

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

## 13. THIRD PARTY HOSTING

- (a) This Website is hosted by a third party and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you.
- (b) To the maximum extent permitted under applicable law and our agreement with our third party hosting provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Orders.

## 14. SECURITY

Hat Atelier 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.

## 15. REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

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## PART C

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### LIABILITY AND OTHER LEGAL TERMS

#### 16. LIABILITY

- (a) To the maximum extent permitted by applicable law, Hat Atelier limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any Millinery Courses or services provided by Hat Atelier to the Fee (if any) paid for your Millinery Course. If no fee has been paid, liability is excluded to the maximum extent permitted by applicable law.
- (b) All express or implied representations and warranties in relation to Millinery Courses and the associated services performed by Hat Atelier are, to the maximum extent permitted by applicable law, excluded.
- (c) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund or replacement) if there is a failure with the goods or services we provide.
- (d) **(Indemnity)** You indemnify Hat Atelier and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
  - (i) breach of any of these terms;
  - (ii) use of the Website; or
  - (iii) use of any goods or services provided by Hat Atelier.
- (e) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Hat Atelier be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Millinery Courses or services provided by Hat Atelier (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

#### 17. GENERAL

##### 17.1 GOVERNING LAW AND JURISDICTION

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

##### 17.2 WAIVER

No party to these terms 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.

##### 17.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

##### 17.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

##### 17.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate this

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agreement in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

#### 17.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

#### 17.7 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 these terms.

#### 17.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

#### 18. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to you by us via the website or to the other party via email, to the address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the website notice or an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent or the website notice was posted; or
  - (ii) when replied to by the other party,whichever is earlier.