

Novelly Terms and Conditions

By accessing or using *Novelly Pty Ltd also known as Irveen Kaur*, the “Purchaser” warrants and represents to us that the “Purchaser” has read, understood and agreed to be bound by these Terms & Conditions. The Purchaser also agrees their data & contact details to be held in the Udio (enrolment) system, which will be used to give updates with Novelly newsletter and notification about the classes/program. The Purchaser to be responsible for compliance with any applicable local laws. If you DO NOT AGREE to these Terms and Conditions your child will be unable to take / access any *Novelly Pty Ltd* classes including In-Person, Online or Holiday Workshops and will be not be enrolled into *Novelly Pty Ltd* program/s.

PART A – THE SERVICE

By joining *Novelly Pty Ltd* program via In-Person, Online or Holiday Workshop classes the purchaser acknowledges and agrees that the following terms and conditions apply to the supply of service by *Novelly Pty Ltd* to the Purchaser (Terms and Conditions):

1. The term “Service/s” refers to the program/s and classes booked by the Purchaser through *Novelly Pty Ltd* website and booking portal UDIO.
2. The phrase “Enrolment Fee or Fee” refers to the amount paid for the Services in Australian currency (AUD) at time of transaction.
3. The term “Location” refers to the location or third-party venue where the Services are held/facilitated.
4. The term “Purchaser” refers to the contact person who made the booking for the Service/s, and is privy to these Terms and Conditions. It is the responsibility of the Purchaser to communicate and advise any information included in these Terms & Conditions with any guardian or parents who may be responsible for the Child for each class attendance.
5. The term “Child” or “Student” refers to all children enrolled into the *Novelly* program by the Purchaser. In addition, this term also refers to any adults who have enrolled themselves into a workshop or one of *Novelly’s* 10-week programs.

6. The term “Novelly Coach or coach” refers to an authorised person or persons hired by *Novelly Pty Ltd* to provide the Service as described in these Terms and Conditions and detailed on the *Novelly Pty Ltd* website.
7. The term “Zoom” refers to the third-party online digital service used to provide accessibility to classes or workshops.

PART B – ENROLMENT FEE

The Purchaser understands & agrees to the below enrolment fee terms and conditions:

1. The Purchaser agrees to payment of Service in full as the Enrolment Fee indicated by *Novelly Pty Ltd* via an invoice provided by Stripe, before the student attended to In-Person, Online, or Holiday classes.
2. The Purchaser agrees to the use of UDIO as a booking portal or third-party service.
3. The Purchaser agrees to automatic payment for the Services by way of credit/debit card or direct deposit (incurring third-party surcharges) [if they enter payment method information within the UDIO enrollment portal](#).
4. The Purchaser may pay via other payment methods (Bank Transfer or PayPal) as indicated on an invoice or in Notices provided by the booking portal UDIO after a provisional booking is made for relevant classes.
5. The Purchaser accepts responsibility for permissions given to *Novelly Pty Ltd* for all authorizations given for automatic payments provision via Stripe as long as their payment method is made available in the portal.
6. The Purchaser accepts responsibility for removing payment methods if/when they wish for payment permission to no longer be given to *Novelly Pty Ltd*.
7. The Purchaser acknowledges that due to third-party fees taken for direct debit or card transactions, these fees will not be refunded (if any refund is given at the full discretion of *Novelly Pty Ltd*.)
8. The Purchaser understands that all students enrolled for a [Full-Term Enrollment will automatically ROLLED-OVER](#) to a new term booking making them eligible for a continuing student discount with a payment deadline. Non-payment of the rollover fee within the deadline, the fee will revert to the original full fee.
9. The Purchaser understands that One Class – Paid Discovery Class is offered at the full discretion of *Novelly Pty Ltd* and offered to new students only.
10. The Purchaser understands that a Discovery Class may be offered based on the availability of spots in the class and when a request is submitted in writing via email after registering parent and student information within the UDIO enrollment portal. All Discovery classes are paid.

11. The Purchaser agrees that a booking on the UDIO portal does not mean an enrollment into the program or class, until full before the student/child attends a class does not mean an enrollment into the program or class.
12. The Purchaser agrees that class locations, access details, or Zoomlinks with passcodes will only be provided after a full payment has been received.
13. [The Purchaser agrees that class locations, access details, or Zoomlinks/Google Meet Links with passcodes will only be provided after a full payment has been received.](#)

Discounts or Vouchers

1. *Novelly Pty Ltd* in the provision of service agrees to provide a 10% discount for a sibling/s enrolled in its program. Discount provided to the second child onward. No further discounts will be given at the first time of enrolment.
2. Provided NSW Creative kids voucher is not being used. No further discounts will be given at the first time of enrolment.
3. *Novelly Pty Ltd* in the provision of service will provide a discount for students re-enrolling from a previous full-term enrolment into the following term occurring in the consecutive calendar. This will be detailed in emailed invoices.
4. *Novelly Pty Ltd* in the provision of service will accept and redeem Creative Kids Voucher in acknowledgement of part payment of enrolment. Creative Kids Voucher refers to the voucher initiative provided by the NSW Government.
 1. The Purchaser agrees to provide the Creative Kids Voucher details at time of enrolment before the payment for Full Term Fee (Online or In-person classes) or Holiday Workshop is made.
 2. The Purchaser acknowledges that the Creative Kids Voucher amount will not be refunded if a cancellation or refund is made. A credit may be made at the full discretion of *Novelly Pty Ltd* to the Purchaser towards a future class/workshop.
5. Only one (1) discount voucher can be used per enrolment per term per child.
6. A promotional discount voucher may be provided by *Novelly* during a promotional period. A promotional voucher may only be used during the promotional period noted on the voucher.

PART C – GENERAL

1. The Purchaser agrees to represent the Student to the best of their ability in communications to *Novelly Pty Ltd*.
2. The Purchaser agrees and permits for the Child/Student to participate in the activities organised for the days on which the Child/Student is enrolled and will be attending the class or workshop.
3. The Purchaser agrees to provide all details pertaining to the Student's in health and wellbeing requirements for the Student's ability to effectively attend and participate in classes provided.
4. The Purchaser agrees to safely transport the Student to and from all In-Person term scheduled classes or Holiday Workshops as enrolled. The Purchaser agrees that *Novelly Pty Ltd* is not responsible for Students before and after class. The Purchaser agrees to pick up the Student immediately after class has completed.
5. The Purchaser agrees to communicate to *Novelly Pty Ltd* in regards to the Students inability to attend due to illness or other reasons that may affect their attendance.
6. In-Person classes are conducted by a *Novelly Coach*. The child/student will be booked into a weekly In-Person class which will be held on the same day and time each week, as per "Provision of Service" booking portal and class availability. The student is enrolled to attend physically at a location made suitable for provision of service. Due to class maximums, "Student" attendance is subject to *Novelly Pty Ltd* – "Unable to attend" section of our Terms and Conditions.
7. Online live classes are conducted by a *Novelly Coach*, and are conducted via Zoom or Google Meet. The student is enrolled into a weekly Zoom class/Google Meet class which will be held on the same day and time each week. Due to class maximums, "Student" attendance is subject to *Novelly Pty Ltd* -"Unable to attend" section of our Terms and Conditions.
8. *Novelly Pty Ltd* Zoom class/Google Meet links and passwords are for use only by the enrolled students. Sharing of any links is not permitted to ensure the security and privacy of all. Misuse or sharing of class links or passwords may result in immediate cancellation of enrolment and forfeiting of the enrolment fee.
9. The Purchaser agrees that Students under the age of 18 have complete parental/guardian permission to be online with a *Novelly Pty Ltd Coach*.
10. Students are expected to be under the supervision of a responsible parent and/or guardian within the premises of their own home whilst attending and participating in the *Novelly Pty Ltd* online class.
11. Students and/or parents are not permitted to record the lessons using any device including computer, mobiles or any other external device.
12. The content covered in *Novelly Pty Ltd* classes and supporting resources are the Intellectual Property of *Novelly Pty Ltd* and are protected under international copyright law. Materials may not be shared, duplicated, or reproduced whole or in part in any form without the written permission of *Novelly Pty Ltd*.

13. The purchaser or Parents will provide an environment that is conducive to learning and free from distractions for the student and others.
14. Students will undertake their class in a private space (ie NOT a public space such as a library, school, car etc).
15. *Novelly Pty Ltd* takes no responsibility for any technical difficulties affecting your personal connection to attend Online Zoom/Google Meet classes. Please ensure you have tested your connection prior to classes.
16. *Novelly Pty Ltd* to the fullest extent permitted by law, excludes all liability for any loss, damage or other claim arising from or in any way connected to the attendance of the Purchaser's child/children at *Novelly Pty Ltd* classes and locations used to provide *Novelly Pty Ltd* service including without limitation claims relating to personal injury.
17. The Purchaser agrees to release and forever discharge *Novelly Pty Ltd*, *Novelly Pty Ltd Coaches*, *Novelly Pty Ltd* Office and administrative employees from any and all liability, loss and damage (including direct, indirect and consequential) or any other claim in any way associated with the attendance of their child/children in *Novelly Pty Ltd* In-Person, Online or Holiday Workshop classes.
18. The Purchaser agrees and understands that all class times are listed based on the Australian Eastern Daylight Time zone (AEDT). This is the time in Sydney NSW, Australia.

PART D – CLASS ATTENDANCE

1. The purchaser agrees that only the "STUDENT" who is registered in *Novelly Pty Ltd* UDIO booking portal is permitted to attend In-Person, Online or Holiday Workshops or classes. Parties other than the "STUDENT" whose name is not registered on the program registration form are not permitted access to any content without being registered by a Purchaser or Parent. This includes other siblings within the family or any person outside of the family that is not listed on the initial registration form.
2. The purchaser agrees to be responsible in making sure that all class details relating to payments, enrolments, locations, Zoom links, email notifications and communications in relation to child/children as Students in their care are checked, updated and functioning.
3. *Novelly Pty Ltd* reserves the right at our sole discretion to exclude and deny any person access to our online learning portal, services or information. If *Novelly Pty Ltd* finds that our online program or groups are being used, in part or in full, or being shared with anyone using the course not for its intended purpose, *Novelly Pty Ltd* has the right to immediately cancel & investigate this user/s in question.
4. The Purchaser understands that all students enrolled for a [Full-Term Enrollment will automatically ROLLED-OVER](#) to a new term booking making them eligible for a continuing student discount with a payment deadline. Non-payment of the rollover fee within the deadline, the fee will revert to the original full fee.

UNABLE TO ATTEND

Cancellations

1. The Purchaser acknowledges *Novelly Pty Ltd* does not provide MAKE UP classes, credits or refunds for missed lessons.
2. The Purchaser acknowledges that there are no refunds offered after payment has been received and the student/child has commenced classes, or part thereof
3. The Purchaser agrees that in the case of change of mind *and only* if student/child has not started attendance, due to change of mind or circumstances out of Purchasers influence and control, *Novelly Pty Ltd* in its full discretion may provide a refund after deducting an admin fee of \$50, less any Third Party Fee.
4. The Purchaser agrees to notify *Novelly Pty Ltd* of any immediate change of circumstances within a 24 hour period immediately after making an online booking via the UDIO portal. Any fee payments made will be refunded less any third-party fee.
5. *Novelly Pty Ltd* agrees to provide a 24-hour cooling-off period for bookings made by the Purchaser using the UDIO booking portal only
6. The Purchaser acknowledges that there are no refunds offered after the commencement of classes or after payment has been received, due to change of mind.
7. There are no refunds If the Purchaser's Child/Student or ward is not interested in participating/engaged in the program.
8. The Purchaser acknowledges that if they wish to withdraw their child at the end of a term, they must provide at least 2 weeks' written notice before the end of the current semester.
9. The Purchaser agrees to read and respond to emails about payment or non-payment of invoices.
10. The Purchaser understands that *Novelly Pty* reserves the right to cancel or change the timetable and pricing structure at any point in time. Class times, duration & locations may vary depending on final numbers.

Medical nonattendance

1. At the full discretion of *Novelly Pty*, any transfers, refunds or cancellations of enrolments may be provided in the event of a medical illness, emergency or death of Student or immediate family members. A cancellation fee of \$50 will be incurred.
2. The Purchaser acknowledges that there are no refunds offered after the commencement of classes or after payment has been received, due to change of mind.

PART E – CHANGE/ CANCELLATION OF CLASS PROVISION AS A SERVICE

1. *Novelly Pty Ltd* in provision of service reserves the right to alter the circumstances in which service is provided in response to circumstances out of their influence or control.
2. *Novelly Pty Ltd* reserves the right to cancel or transfer a class from one facility to another, including:
 1. transferring classes from one room to another within a venue,
 2. transferring a class from one location to another within a suburb/ online
 3. cancelling class due to *Novelly Coach* illness/accident/death/non-availability of a Substitute coach
 4. [cancelling a class due to minimum number \(4\) of students and attendance not met/enrolled. A refund may be provided less third party fee and taxes.](#)
3. If a change of Venue is required *Novelly Pty Ltd* will advise Purchaser using email of the necessary action taken to continue provision of its service.
4. *Novelly Pty Ltd* reserves the right to cancel a class of if:
 1. The health and well-being of a coach are at risk of behavioural issues arising from a student or multiple students.
 2. Environmental influences prevent the safe provision or attendance of Coaches or Students to attend a location (for example and not limited to – fire, flood, extreme weather, riot, or protest)
5. *Novelly Pty Ltd* reserves the right to substitute a coach in the event of coach:
 1. unsuitability;
 2. illness, accident or death of coach or immediate family;
 3. unable to attend due to unpreventable circumstances.

PART F – LIMITED LIABILITY

Novelly Pty Ltd to the fullest extent permitted by law, excludes all liability for any loss, damage or other claim arising from or in any way connected to the attendance of the Purchaser's child/children at *Novelly Pty Ltd* classes and locations used to provide *Novelly Service*, including without limitation claims relating to personal injury. The Purchaser agrees to release and forever discharge *Novelly Pty Ltd*, *Novelly Pty Ltd Coaches*, *Novelly Pty Ltd Office* and administrative employees from any and all liability, loss and damage (including direct, indirect and consequential) or any other claim in any way

associated with the attendance of their child/children in *Novelly Pty Ltd* In-Person, Online or Holiday Workshop classes.

PART G – HEALTH AND SAFETY

1. The Purchaser agrees to inform *Novelly Pty Ltd* when any details previously stated on the enrolment form have changed. In particular, contact details, medical details and emergency contact details.
2. The Purchaser authorises *Novelly Pty Ltd*, in the event of accident or illness, to obtain all necessary medical aid and treatment for the Child and the Purchaser agrees to meet all reasonable expenses associated with the same treatment.
3. The Purchaser acknowledges and agrees that the child/student will not attend the Services if suffering from an infectious or communicable disease as identified by the Department of Health.
4. The purchaser acknowledges and agrees that *Novelly Pty Ltd* will not be responsible for administering any medication to students that require specialized training. In the event of a medical emergency, *Novelly Pty Ltd* will call an emergency medical service such as NSW ambulance.
5. The Purchasers warrants that the Child/Student has not at any time suffered blackout, seizure, convulsion, fainting, dizzy spells or any other medical condition and is not presently receiving treatment for any illness, disorder or injury which would render it unsafe for the Child/Student to take part in *Novelly Pty Ltd* classes.
6. To the maximum extent permitted by law, the Purchaser acknowledges and agrees that neither *Novelly Pty Ltd* nor its officers, servants, agents, employees or contractors are responsible for any liability arising from personal injury, property damage, death, any loss sustained or any other claim by any Child or Purchaser arising from, or in any way connected to, the attendance of the Child or Purchaser at *Novelly Pty Ltd*, as a result of his or her participation in the Services.
7. To the maximum extent permitted by law, the Purchaser agrees that no actions will be brought against *Novelly Pty Ltd* or its officers, servants, agents, employees or contractors in contract, tort or any other action for any personal injury, property damage, death or any other loss referred to in clause D6.
8. Notwithstanding and without limiting the provisions of these Terms and Conditions, the Purchaser agrees that no officer, servant, agent, employee or contractor of *Novelly Pty Ltd* will have any separate or individual liability to the Purchaser/Student.
9. The Purchaser agrees to respond and remediate any behavioural issues relating to their child once written and or phone communication has been made.
10. If remediation and improvement to disrupting behaviour cannot be made the Purchaser agrees to remove the child/student from the Program. The Purchaser agrees that a refund

will not be provided for “Removal of a child/student due to behavioural issues affecting the Health and Wellbeing of other children and *Novelly Pty Ltd Coaches.*”

PART H – COPYRIGHT NOTICE

1. All parts of *Novelly Pty Ltd* program/s represent the proprietary intellectual property of *Novelly Pty Ltd* and are protected under Australian and international copyright law.
2. Any redistribution or reproduction of a part or all of the contents in any form is strictly prohibited.
3. The Purchaser may not, except with *Novelly Pty Ltd* written permission, distribute or commercially use any of *Novelly Pty Ltd's* content. You may not transmit, store, print, teach or use any document, any website, booking program or portal in any physical or electronic form.
4. *Novelly Pty Ltd* expressly reserves all copyright and trademark in all documents, information and materials in all *Novelly Pty Ltd* programs and reserves the right to take any relevant legal action against you if you breach any of these terms.

PART I – RIGHT TO ALTER TERMS AND CONDITIONS

1. *Novelly* reserves the right to change the Terms and Conditions at any time. The latest and most current Terms and Conditions will always be displayed on this web page

PRIVACY

Novelly Pty Ltd ensures that all personal information will be stored in accordance with current privacy legislation in accordance with the Privacy Act 1988. DO NOT RECORD CONDITION

1. Recording of our classes in any form by anyone other than *Novelly Pty Ltd* is strictly prohibited. This includes a strict no recording of any *Novelly Pty Ltd* sessions audio or visual

on external devices including mobile phones or any other devices. This relates to all our classes & programs both online and offline.

2. *Novelly Pty Ltd* may record classes for monitoring and safety purposes, and promotional and/or advertising purposes. The Purchaser authorises *Novelly Pty Ltd* to use any photographs, video and digital recordings of the Child taken during classes for publicity, marketing, promotional and/or advertising purposes both online and offline.

The Purchaser must expressly tell *Novelly* in writing if they do not authorise *Novelly* to do this, or to cease provision of this authorisation.