

Terms and Conditions

1. Definitions and Interpretation

In these Terms and Conditions unless the contrary intention appears:

- (a) The singular includes the plural and vice versa;
- (b) A reference to a party includes that party's legal personal representative, heirs and assigns;
- (c) **Amount Payable** means the sum of money payable by You in respect of Your Contract/s when BB has agreed to provide You with a Payment Plan;
- (d) **BB** means Sonja Balzarolo ABN 31 647 263 156 trading as "*Blossoming Business*" and other trading names which will be notified to you as and when they arise, from time to time;
- (e) **BB Materials** means all materials, including but not limited to any BB Programs, website content, blog posts, information provided in strategy and/or coaching sessions, and all other materials provided by BB to You;
- (f) **Contract** means any contract for the provision of services by BB to You or any course or program You purchase or receive from BB from time to time;
- (g) **Intellectual Property Rights** means all intellectual property rights including but not limited to patents, copyright, registered designs, trade marks, the right to have confidential information kept confidential and any application or right to apply for registration of any of those rights;
- (h) **Payment Plan** means a plan for You to make payments to BB in respect of Your Contract/s with BB over an agreed period of time;
- (i) **Payment Schedule** means the schedule under which the Amount Payable is paid by You to BB;
- (j) **You/Your** means the person who has accessed the BB Website or BB Materials or registered for one the BB Programs;
- (k) **Registration Fee** means the amount payable for the relevant BB course or program being enrolled in or other offering made from time to time, for example a Bespoke Package;
- (l) **This Agreement** means the Blossoming Business Terms and Conditions and Privacy Policy.

2. Introduction

- (a) BB is committed to providing quality services to you and This Agreement outlines the obligations and expectations between You and BB in respect to all dealings and interactions between You and BB.
- (b) Browsing and using this website means that you are agreeing to comply with and be bound by This Agreement. Please check this page regularly as you return to the website for any changes.
- (c) This Agreement forms the only agreement between you and Blossoming Business in respect to Your use of the BB website and BB Materials.

- (d) BB has adopted the Australian Privacy Principles which govern the way BB collects, uses, discloses, stores, secures and disposes of Your Personal Information. You can find BB's Privacy Policy [here](#).

3. Contract Payment Terms

- (a) You agree to pay BB the Registration Fee immediately upon receiving Your Contract from BB.
- (b) You agree that the Registration Fee is payable regardless of completion of any Contract by You.
- (c) From time to time BB may offer Payment Plans and You acknowledge and agree that BB has the sole discretion on whether or not to offer You a Payment Plan when these offers are made, notwithstanding any other conditions contained herein.
- (d) Should BB agree to provide You with a Payment Plan, You agree:
 - (i) not to withhold, or threaten to withhold, payment of any Amount Payable for any reason, without first notifying BB in writing no less than 5 business days prior to the due date for payment under the Payment Schedule.
 - (ii) that if You are paying by direct debit through Paypal, You will not cancel or threaten to cancel the direct debit or close the nominated bank account unless BB's prior written consent to change the Payment Schedule is requested and obtained by You no less than 5 business days prior to the due date for payment under the Payment Schedule.
- (e) If You fail to make payment of any Amount Payable under This Agreement, without notifying BB pursuant to clause 2(f) above, You agree that:
 - (i) penalty interest at the standard default contract rate as prescribed by the Australian Reserve Bank from time to time will become due and payable on any Amount Payable that remains outstanding from the due date for payment until it is paid;
 - (ii) You will pay to BB any costs of enforcement of This Agreement and any Contract including any legal fees and other costs incurred by BB in respect of the recovery of the debt owed to BB by You; and
 - (iii) If You are 30 days behind in making any Amount Payable under the Payment Schedule the whole of the Registration Fee will become immediately due and payable, together with penalty interest and/or enforcement costs pursuant to clauses (i) and (ii) above.
- (f) You agree that when writing to BB pursuant to clauses 2(e), (f) and (g) of This Agreement You will contact BB via email at sonja@blossomingbusiness.com.au and You will notify BB within 7 days of any change of Your email address or telephone number so that we may update our records regarding Your contact details.
- (g) BB's correct contact details are available and kept up to date on our website, <https://blossomingbusiness.com.au/>, at all times.

4. Cancellation, Refund and Transfer Policy

- (a) You agree that any Registration Fee is non-refundable and BB is not obligated to provide You with a refund if You change Your mind after payment of the Registration Fee.
- (b) Notwithstanding clause 4(a) above, BB will provide You with a refund of Your Registration Fee, or a portion of it, in the following circumstances:
 - (i) In the event that Your Contract does not provide the results advertised by BB, subject to the provisions of clause 9 of these Terms and Conditions; or
 - (ii) You are the victim of unforeseen or exceptional circumstances which prevent You from continuing with Your Contract, for example there is a death in Your family; or
 - (iii) You have another reason BB considers, in its sole discretion, sufficient to warrant BB providing You with a refund.
- (c) You acknowledge and agree that all refund requests are to be determined by BB in its sole discretion and BB has the right to deny You a refund as and when it sees fit.
- (d) Notwithstanding the provisions of clause 4(b) above, BB will approve the transfer of Your Registration Fee, subject to the provisions of clause 6 of these Terms and Conditions, in the following circumstances:
 - (i) Within 14 days of the date of payment of Your Registration Fee; or
 - (ii) If requested after 14 days of the date of payment of Your Registration Fee, upon the payment of a 20% administration fee.
- (e) All transfers and post-dating of Registration Fees are capped at 14 days and You agree not to request these services after such time has passed, except pursuant to the provisions of clause 4(b) above.
- (f) Should You choose to cancel Your Contract, for any reason other than those provided in clause 4(b) above, BB is not obligated to provide You with a refund and, subject to the provisions of clause 6 of This Agreement, the following cancellation fees will apply:

(i)	1-3 days from payment of Registration Fee	30%
(ii)	4-7 days from payment of Registration Fee	50%
(iii)	8 days or more from payment of Registration Fee	100%

5. **Communication and 100% Honesty Policy**

- (e) BB has a strict policy of 100% honesty and open communication regarding You, Your Contract and the progress being made by You in Your Contract and You and BB agree to maintain open communication and 100% honesty in all dealings with each other from the commencement of Your Contract.
- (f) Should You not be 100% honest in Your dealings with BB and provide the information requested by BB at any time during Your Contract with BB, BB cannot provide You with accurate advice and/or support for anything You may be dealing with at the time advice is requested by You. For example if You are not getting the desired growth in Your business and You do not advise BB You are not following the agreed strategy, BB cannot provide You with accurate advice regarding how Your business may start growing again.

- (g) Should BB discover that You are being dishonest in Your dealings with BB and/or are not correctly adhering to Your Contract with BB, BB may immediately terminate Your Contract and retain the Registration Fee paid by You.

6. Access to and Use of BB Materials

- (a) You acknowledge and agree that access to BB Materials will only be provided to You after You have paid the Registration Fee in respect of Your Contract and the Contract has commenced.
- (b) Once You have been provided with access to the BB Materials no refunds or transfers will be granted by BB, except in exceptional circumstances or pursuant to clause 4 of This Agreement, as decided by BB in its sole discretion.
- (c) You acknowledge and agree that Your use of the BB Materials is strictly limited to use in accordance with, and strictly for the purpose of performing Your obligations under, Your Contract.

7. Copyright and Intellectual Property

- (a) You acknowledge and agree that:
 - (i) BB owns all of the BB Materials including but not limited to the BB Programs, website content, blog posts, information provided in strategy and/or coaching sessions, and all other materials provided by BB to You in respect of Your Program;
 - (ii) This Agreement does not transfer any ownership of any Intellectual Property Rights to You;
 - (iii) You will immediately cease using the BB Materials if required to do so by BB and You must not directly or indirectly contest the validity of ownership of BB's Intellectual Property in the BB Materials, nor will You attempt to register any trade mark or other Intellectual Property Right, or any derivative of the BB Intellectual Property, which in the opinion of BB is deceptively similar, substantially identical or otherwise infringes the BB Intellectual Property;
 - (iv) You must not do or cause to permit anything which may damage or adversely affect the BB Intellectual Property or BB's title to the BB Intellectual Property, nor assist or allow others to do so;
 - (v) BB has the absolute right to defend or commence proceedings in relation to any infringement of, or otherwise in connection with, the BB Intellectual Property, but is under no obligation to do so. In any such proceedings commenced or defended by BB, You must use Your best endeavours to assist and cooperate with BB in respect of such proceedings.
- (b) You acknowledge and agree that:
 - (i) When You use the BB website any content uploaded by You:
 - (i) may be accessed and viewed by the public; and
 - (ii) can be used by BB as provided in this clause 7(d).
 - (ii) You are solely responsible for any content You upload to the BB website and You warrant and represent that any content You upload to the BB website will not violate this Agreement;

- (iii) You retain all intellectual property rights in the content You upload to the BB website and You grant BB a perpetual, non-exclusive, royalty free, irrevocable, transferable and worldwide licence (including the right to sub-license) to use, adapt, copy, communicate, reproduce, modify, display, exploit, publish, re-distribute, broadcast, transmit, create derivative works from and incorporate in other works, at any time in the future in any form and for any purpose (including but not limited to promotion or advertising use in the future);
 - (iv) You consent to Your content being altered, edited or adapted by BB for any reason including to ensure Your content does not infringe This Agreement and to the extent that You have any moral rights in Your uploaded content, by agreeing to This Agreement You provide an irrevocable and unconditional consent in favour of BB, BB's successors, assignees, licensees and any other person authorised by any of them to use, modify or deal with Your content (whether or not currently in existence) to:
 - (i) perform, exhibit, reproduce, adapt and communicate any part of Your content in any medium and anywhere in the world without attributing You or any other person as an author of or contributor to that content;
 - (ii) do any act or omission that would constitute a derogatory treatment of Your content;
 - (iii) make any use of Your content that may falsely attribute authorship of that content to another person;
 - (iv) delete or adapt or change any of Your content in any way, including by addition to or subtraction from Your content; or
 - (v) combine or juxtapose Your content with anything else.
 - (v) where the content uploaded by You to the BB website contains material from third parties, You warrant that You have obtained all moral rights consents required from such third parties;
 - (vi) You are not permitted to advertise or promote Your products or services, or the products or services of others, in any part of the content that You upload to the BB website, without BB's express prior written consent which will only be considered upon Your provision of a written request for same a minimum of 14 days prior to the date you wish to advertise or promote Your products or services, or the products or services of others;
 - (vii) BB may access or examine any of Your content and at BB's sole discretion monitor, move, remove, block, modify, edit, refuse to upload or disable access to content which BB considers, in its sole discretion, to breach any law or This Agreement or to be otherwise unacceptable;
 - (viii) BB:
 - (i) has no responsibility or liability for the deletion or failure to store any content uploaded by You or any other user on the BB Website; and
 - (ii) is not responsible for any content uploaded to the BB website by You or any user nor under any obligation to monitor, move, remove, block, modify, edit, refuse to upload or disable access to it.
- (c) You represent and warrant that:

- (i) You own the content uploaded by You or have the necessary licences, rights, consents and permissions to publish the content You upload on the BB website;
 - (ii) the content uploaded by You will not infringe the Intellectual Property Rights of any third party; and
 - (iii) You will not upload content that will cause You to breach This Agreement.
- (d) You understand that BB does not guarantee any confidentiality with respect to any content You upload to the BB website and You are able to personalise and change the privacy settings of Your access to limit who can view or access the content You upload on the BB website.
- (e) You acknowledge and agree that BB is under no obligation to take legal action in relation to commencing, defending, enforcing, settling or compromising (as appropriate) any infringement, claim or action relating to Your Intellectual Property Rights in the content You upload to the BB website or in respect of any BB Intellectual Property Rights.

8. Confidentiality

- (a) You must keep all information regarding Your dealings with BB confidential and not disclose such information to any third party except:
- (i) With the prior written consent of BB;
 - (ii) If allowed or required by Law;
 - (iii) With respect to any legal proceedings in connection with This Agreement;
 - (iv) Any information that is generally or publicly available other than due to a breach of This Agreement by You.

9. Obligations Remain Until Satisfied or Completed

All obligations under This Agreement capable of application after Your Contract ends continue to be effective until each obligation is satisfied or completed.

10. No Guarantee or Liability

- (a) The BB courses and programs, website and the materials contained therein are provided on an "as is" basis without warranties of any kind, either express or implied. You expressly agree that Your use of this site, including all content, is at Your sole risk.
- (b) The information found on this website and in any of the BB courses or programs is for general usage and purposes only and cannot be considered legal, financial, medical or other professional advice.
- (c) BB does not take any responsibility for the information contained on other websites, their currency or accuracy and these links must not be taken as sponsorship or endorsement of these businesses by BB, unless expressly and clearly identified thereto.
- (d) It is Your responsibility to ensure that any course, program or contract You purchase will provide for Your needs and You acknowledge and agree that prior to purchasing any course, program or contract You have made the appropriate enquiries and

sought relevant professional opinion/advice regarding Your course, program or contract.

- (e) BB does not guarantee the reliability, currency and/or accuracy of the information, products or services contained or referred to on the website and no liability can be attributed to BB for any loss or damage suffered by You in using BB's website.
- (f) Notwithstanding the provisions of clause 9(a) above, when you start a Contract with BB Your specific requirements will be considered and, if achievable after consultation with BB, will be reflected in the terms of Your Contract.
- (g) BB does not guarantee that Your specific requirements will be achieved, even if stipulated in Your Contract, as BB cannot predict how changes in markets, laws, trends, strategies, taxation matters, operating systems etc will affect Your specific requirements.
- (h) You acknowledge and agree that Your specific requirements have the greatest possibility of being achieved when You adhere to Your obligations under Your Contract and pursuant to clause 5 of This Agreement.
- (i) BB reserves the right to share affiliate marketing and offers on BB's website and no liability can be attributed to BB for any loss or damage suffered by You in purchasing from an affiliate of BB.
- (j) All affiliate marketing and offers are clearly identified on BB's website and any purchase from an affiliate is made at Your own risk.

11. **Waiver**

- (a) BB's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise by BB of a power or right does not preclude either its exercise in the future or the exercise of any other power or right by the party.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

12. **Severability**

If the whole or any part of a term of This Agreement is void, unenforceable or illegal it is severed and the remainder of This Agreement shall have full force and effect.

13. **Governing Law and Jurisdiction**

- (a) Queensland law applies to This Agreement and You and BB submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia, including any Court of Appeal therefrom.
- (b) You acknowledge and agree to waive any rights You may have to object to any action being brought in the courts referred to in clause 15(a), to claim that any action has been brought in an inconvenient forum or to claim that the courts referred to in clause 15(a) do not have jurisdiction.

14. **Whole Agreement**

These Terms and Conditions and the Privacy Policy represent the whole of the agreement between You and BB and all representations, undertakings, prior agreements or arrangements are expressly excluded.

15. **Updates**

- (a) BB reserves the right to periodically update This Agreement to ensure its validity and enforceability at law.
- (b) All amendments to This Agreement will be published via notice on the BB website from time to time as they arise.
- (c) You acknowledge and agree that it is Your responsibility to periodically check BB's website for amendments to This Agreement and that BB cannot be held liable for any error You may make in respect to the version of This Agreement on which You are seeking to rely.

16. **Complaints and Enquiries**

If You have any queries or complaints regarding This Agreement please email sonja@blossomingbusiness.com.au.