

Terms of Use - Kate Jenvey Fine Art

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<https://courses.katejenvey.com>

www.katejenvey.com

Terms of Use

Kate Jenvey Fine Art maintains this website and all courses and products hosted herein (the "Site") for the use of its customers, vendors, students, and other Site users ("Users") upon agreement to the following terms.

Please read the terms carefully before using the Site. Use of this website and checking the 'agree to terms' box upon your enrolment indicates your acceptance of these "Terms of Use" and forms a binding agreement between you and Kate Jenvey Fine Art. If you do not agree to these terms, do not use this Site.

1. Use of Site

Kate Jenvey Fine Art provides various materials, information, questions, articles, news and other information on this and related sites and in courses offered through this site (the "Materials"). Kate Jenvey Fine Art authorizes each User to view and download one copy of the Materials. Materials may be downloaded and a maximum of one copy of the Materials may be printed provided that Users make no modifications to the Materials and you retain all copyright and other proprietary notices contained in the original Materials on any copies of the Materials. Users may not modify the Materials at this Site in any way or reproduce, share or distribute them. Users will keep all Materials confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these Terms of Use automatically terminates your authorized use of the Site.

2. Enrolment

By accepting these terms you agree to pay the full fee for the Course/Product that you have enrolled in.

You agree to pay the full amount of the Course fees even if you do not complete the Course.

If the participant is under 18, the parent/guardian is responsible for the payment of the Course Fees.

The approximate duration of the Course and the duration of access is stated on the course information page - you agree that you have read and understand your access periods.

You are aware that this is not accredited/certified training.

3. Refunds, Chargebacks and Cancellations

Kate Jenvey Fine Art complies with Australian Consumer Law in regard to refunds. We are *not* required to provide a refund if you change your mind about the course that you chose to enrol in. However, while course fees are non-refundable, students may have *extenuating circumstances** that started/occurred since enrollment that prevented them from undertaking their course.

3.1: Self-Study Online Courses

Where *evidence* can be successfully provided to support the student's extenuating circumstances (by email to kate@katejenvey.com), course fees may be refunded or partially refunded as per the following:

- 100% within 7 days of enrollment if less than 10% of the course has been accessed/consumed.
- 50% within 14 days of enrollment if less than 10% of the course has been accessed/consumed.
- 25% within 30 days of enrollment if less than 10% of the course has been accessed/consumed.
- Refunds are **not** issued after 30 days of enrollment.
- Refunds are **not** issued if more than 10% of the course has been accessed/consumed.

Where you are enrolled in a subscription membership, by accepting these terms, you agree that you have read and understood that you are able to cancel your subscription membership at any time, by logging into your own account at <https://courses.katejenvey.com> clicking on 'My Account', clicking on memberships and cancelling your membership.

3.2: Membership Academy

No refunds are given on membership subscriptions as you pay for access to the content, not the consumption of the content; and are free to cancel your membership access at any time as per these instructions.

3.3: Chargebacks and Disputes

Any chargebacks and dispute fees made through Stripe, bank or other means will be appealed against you as per the Terms of Use that you agree to herein, along with a screenshot of your agreement to these upon your digital enrolment.

***Examples of extenuating circumstances that MIGHT be considered valid:**

- Your own health problems, including major accident or injury, acute ailments, hospitalisation (including for operations), or those affecting a significant period of study. (Medical certificate required)
- Personal or psychological problems for which you are receiving counselling, or have been referred to a counsellor or similarly qualified practitioner. (Referral/treatment evidence required)
- Clinical depression or other significant mental health issue. (Medical certificate required)
- Pregnancy-related conditions and childbirth (including a partner in labour). (Medical certificate required)
- Bereavement causing significant impact. (Medical or counselling certificate required)
- Separation or divorce of yourself or your parents. (Legal documentation required)
- Recent burglary, theft or serious car accident. (Police report required)
- Jury service which cannot be deferred. (Notice of jury service required)
- A significant change to your financial circumstances such as being made redundant from employment, gone into administration or filed for bankruptcy (evidence required)

4. Geographic Location & Applicable Law

Kate Jenvey Fine Art is based in Australia. You may access your content from any country, however the Terms of Use are governed by the laws of the State of Victoria, Australia. Failure to enforce strict performance of the Terms of Use of Use shall not be construed as a waiver of any provision or right. Kate Jenvey Fine Art may assign its rights and duties under the Terms of Use without notice to any party at any time.

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7. No Warranty

The Materials provided at this site are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Kate Jenvey Fine Art further does not warrant the accuracy and completeness of the Materials at this Site. Kate Jenvey Fine Art may make changes to the Materials at this Site, or to the services and prices described in them, at any time without notice. The Materials at this Site may be out of date, and Kate Jenvey Fine Art makes no commitment to update the Materials at this Site.

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9. Effective Date and Updates

The Terms are effective as of 1st January 2023 and are subject to change without notice by Kate Jenvey Fine Art at any time. Please check for changes regularly. Your use of this Site after such changes constitutes your agreement to such changes.

Privacy Policy

Kate Jenvey Fine Art respects your privacy. We do not collect personally identifiable information about you unless you voluntarily provide it, such as when you provide email contact information to subscribe to the Kate Jenvey Fine Art email list newsletter, send feedback to Kate Jenvey Fine Art, register for one of Kate Jenvey Fine Art courses or respond to a survey.

If you voluntarily provide your email address or other contact information, we might also use it to inform you of changes to Kate Jenvey Fine Art to survey you about your use or opinion of Kate Jenvey Fine Art or to ask for your support. You can unsubscribe at any time via a link at the base

of the emails from us. At your request, we will also remove your contact information from our files entirely.

We do not make your contact information or any other personally identifiable information available to anyone outside Kate Jenvey Fine Art unless we are legally required to do so.

In addition to the above, we collect certain anonymous (non-personally identifiable) information to help us improve the Kate Jenvey Fine Art Sites and to evaluate the access and use of Kate Jenvey Fine Art materials and the impact of Kate Jenvey Fine Art on the worldwide educational community.

We collect information you provide about your use of and satisfaction with Kate Jenvey Fine Art, through emails you send us, through the Kate Jenvey Fine Art feedback forms, and through Kate Jenvey Fine Art surveys, whether or not you voluntarily include your contact information.

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