



BUD & BLOSSOM 'CREATIVES'

Creativity that grows on you

Policies & Procedures - Visual Arts (All Ages), In-Person

Terms and Conditions, including Policies and Procedures

Applies to	All students enrolled for in-person art lessons, workshops, masterclasses or other art instruction delivered by Bud & Blossom 'Creatives', including general Visual Arts classes for all ages
Effective date	1 January 2027
Edition	2027
Review date	Annually, or earlier if our programmes or the law change

This document sets out the rules, procedures and contractual terms that apply to enrolment and participation in art lessons delivered in person by Bud & Blossom 'Creatives' (the 'Studio').

Important: If you have any questions, please contact us before you sign the Enrolment Form. By signing the Enrolment Form, paying fees and/or attending lessons, you confirm that you accept these Terms and Conditions. You do not sign this document separately.

1. Introduction and acceptance

Please read this document carefully. It explains the rules, procedures and contractual terms that apply to enrolment and participation at Bud & Blossom 'Creatives'.

- These Terms apply to all students enrolled for in-person art lessons, workshops, masterclasses or other art instruction delivered by the Studio.
- These Terms apply to lessons delivered IN PERSON. Learners enrolled in any online or remotely delivered programme are governed by the separate document, Policies & Procedures - Online Classes. Where a learner attends both, both documents apply to the relevant part of their enrolment.
- If you have any questions, please contact the Administrator or the Owner and Subject Specialist for clarification before signing.
- This document is not signed separately. It is read and accepted by signing the Enrolment Form, which names the exact document, edition and effective date accepted, and which carries the specific acknowledgements in clause 22.2 and the photography consent election in clause 17.1.
- For learners under 18, a parent or legal guardian must sign on the learner's behalf and remains the responsible contracting party for fees and for compliance with these Terms.
- These Terms remain effective for the duration of the student's enrolment, unless updated and re-issued in writing.
- By signing the Enrolment Form, paying fees and/or attending lessons, you confirm acceptance of these Terms and Conditions.

2. Purpose and scope

The Studio provides structured art lessons and creative development in a respectful, disciplined learning environment. We aim to grow students in skill, creative thinking, self-discipline and professional conduct, in a way that supports individual expression.

This document covers in-person delivery only. Our online and remotely delivered programmes are governed by the separate document, Policies & Procedures - Online Classes.

3. Definitions

Studio	Bud & Blossom 'Creatives' and its owners, staff, teachers, facilitators, contractors and volunteers.
Student	The enrolled participant, aged 12 to 80.
Guardian	The responsible contracting party where the student is a minor.
Property	All items brought to lessons or left on site, including artworks, portfolios, sketchbooks, phones and devices, clothing, tools, stationery and art materials.
Lesson	An in-person group class, private lesson, workshop or masterclass delivered by the Studio.

4. Admission, placement and class structure

- The Studio has the final authority to accept or decline any application, and to place a student in an appropriate class level or time slot.
- Class times are allocated based on availability. A place is confirmed only once the required registration details, the signed Enrolment Form and the applicable payment have been received and confirmed.
- Where a class is full, a student may be placed on a waiting list or offered an alternative slot.

5. Code of conduct and learning culture

All learners are expected to be trustworthy, responsible, respectful, fair and caring, and to maintain courtesy toward staff and other learners.

- Respectful atmosphere: avoid disruptive behaviour during scheduled lesson times and in common areas.
- Communication: address concerns through the proper channels set out in clause 15, and in writing where required. Refrain from confrontational disagreements with staff.
- Catch-up responsibility: learners are responsible for catching up missed work and for obtaining any information, notes, instructions or deadlines they may have missed, including by consulting the teacher or administrator, class notes, or any platform provided.
- Critique is part of art education. Give and receive feedback respectfully. Personal criticism of a fellow learner is not acceptable.
- Do not share another learner's work, image, contact details or personal information outside the class.

6. Attendance, punctuality and missed lessons

- Attendance expectation: regular attendance is required to make progress. Where a student is enrolled on a structured term or monthly plan, a minimum attendance guideline of 80% applies.
- Absence notification: notify the Studio at least 24 hours in advance where possible, for example for illness, work travel or a family event.
- Punctuality: arrive on time. Late arrival may reduce the effective lesson time without refund.
- Missed lessons are not automatically rescheduled for absences due to personal matters. Fees remain payable for booked time slots even if a student is absent, subject to clause 13 for termination and clause 12 for Studio cancellations.

7. Learning plans, assessments and deadlines

Some programmes may include assignments, skill-building exercises, portfolio development or assessment milestones. Where applicable:

- Work submission deadlines must be adhered to. Late submissions may be penalised according to the programme requirements.
- Assessment or feedback queries must be submitted in writing within 7 days of receiving the relevant feedback or report, unless otherwise agreed in writing.

8. Health, safety and studio rules

For the safety of all learners and staff, studio rules apply at all times.

- Follow all safety rules for blades, scissors, aerosols and sprays, solvents, glues, fixatives and any specialist equipment.
- No dangerous items may be brought to lessons.
- Keep workspaces clean and follow all clean-up instructions.
- Known allergies or sensitivities that may be relevant to art materials must be disclosed on the Enrolment Form, and any material substitution discussed with the teacher in advance.
- Intentional or reckless damage to facilities or equipment may be billed to the learner or the responsible party.

9. Supervision, drop-off and pick-up (minors only)

- Supervision applies only during scheduled lesson times.
- The Guardian is responsible for punctual drop-off and collection, and for ensuring safe transport arrangements.
- Learners under 18 may not remain on the premises outside their scheduled time slot unless arrangements exist in writing.
- Where a learner is not collected within a reasonable time after the scheduled end of a lesson, the Studio will contact the Guardian and then the emergency contact given on the Enrolment Form.

10. Transport

Learners and the Guardian must arrange their own transport. Bud & Blossom 'Creatives' and its staff are not responsible for transportation arrangements.

11. Financial policy (fees, payments and consequences)

These policies set out the financial responsibilities and procedures for learners at Bud & Blossom 'Creatives'.

- Fees are payable in advance unless otherwise agreed in writing.
- Where a monthly tuition plan applies, instalments are due on or before the 2nd of each month.
- A penalty of R100 applies if a monthly instalment is not received by the 2nd of the month, where permitted by law.
- Students whose fees are not received by the 2nd of the month may not attend lessons until the outstanding fee is paid.
- The Studio reserves the right to withhold progress reports or feedback documents while an account is in arrears.
- Accounts in arrears may result in legal collection proceedings, and the debtor will be liable for the charges incurred, where permitted by law.

11.1 Discounts

- Early Bird Discount: 10% off annual fees if the full amount is paid on or before 31 January 2027.
- Registration Fee Discount: 15% off the registration fee per person for families with more than one enrolled student.
- Only one discount applies per student.

11.2 Mid-year registration

- New students pay the registration fee, where applicable, and tuition fees from the month of enrolment, as advised by the administrative office.

11.3 Account queries

- Review monthly statements carefully. Disagreements or queries must be reported in writing within 7 days of receipt. No rectifications will be made thereafter.

Banking details (EFT)

Bank	Standard Bank
Account name	Bud and Blossom 'Creatives'

Account number	281150753
Branch	Germiston
Branch code	013042
Reference	BB + student name and surname
Proof of payment to	info@budandblossom.co.za

Our banking details never change. If you receive an email claiming that our details have changed, please phone us on +27 71 554 1155 before making any payment.

12. Teaching schedule, Studio cancellations and alternative support

- Time slots are fixed and are not changed once allocated, unless the Studio agrees in writing.
- Where the Studio cancels a lesson for a reason within its control, the Studio may, where feasible, offer a make-up lesson or alternative support, such as a credit, a reschedule or learning resources.
- Where the Studio needs to change a scheduled lesson, reasonable notice will be given.

13. Withdrawal, termination, refunds and non-transferability

- Learners, or the Guardian for minors, must give one calendar month's written notice to the Administrator to terminate enrolment.
- Learners remain liable for fees until the notice of termination is received and confirmed by the administrative office.
- The effective date for calculating outstanding tuition fees is the date the written notice of termination is received.
- No refunds will be given, unless required by South African law.
- Tuition and registration fees are non-transferable. Amounts are forfeited if the year or course is not completed, and fees will not carry over to a following year unless agreed in writing.
- The Studio may terminate enrolment for a material breach of these Terms or for serious misconduct under clause 16. No refund is payable in those circumstances.

14. Property, artworks, portfolios and missing items

This clause is designed to reduce the risk of loss and to clarify responsibilities regarding learner property, including artworks and portfolios.

14.1 Ownership and responsibility

- All artworks, portfolios and personal items remain the property of the learner, or of the Guardian where applicable.
- Unless otherwise agreed in writing, learners are responsible for transporting their own property to and from lessons.

14.2 Labelling requirement

- All work and items submitted for marking or assessment must be clearly labelled with the learner's full name and a contact number.
- Unlabelled items may be returned unmarked and/or treated as Lost Property and kept at the owner's risk.

14.3 No long-term storage on premises (marking custody only)

Bud & Blossom does not provide long-term storage for artworks, portfolios or personal property on the premises. Work may be handed in on specified dates for marking or assessment only, and will be held for a limited period for that purpose.

While reasonable care will be taken during the marking or assessment period, Bud & Blossom is not responsible for loss, theft, misplacement or damage arising from circumstances beyond reasonable control, or where items are not labelled, handed in or collected according to these Terms.

14.4 Hand-in and collection procedure (designated areas only)

- Work submitted for marking must be placed only in the designated hand-in area during the communicated hand-in window, and must be collected only from the designated collection point at the communicated time.
- Bud & Blossom is not responsible for items left unattended outside the designated hand-in and collection procedures, including classrooms after class, passages, bathrooms, reception areas or parking areas.

14.5 Marking intake register and photographic record

- Bud & Blossom may keep a Marking Intake Register, written or digital, for work handed in, recording the date, learner name and a description or title.
- Bud & Blossom may take a basic photographic record for administrative tracking and dispute reduction.
- Where a register is used, collection may require a signature by the learner or Guardian to confirm return of the item.

14.6 Collection deadlines for marked work and uncollected property

- Work handed in for marking or assessment must be collected at the communicated collection date and time, or, where applicable, within 7 calendar days of notification that the work is ready.
- Bud & Blossom does not provide storage beyond the marking custody period. Work not collected within 14 days may be treated as Lost Property and handled at the owner's risk.

14.7 Limitation of liability

- To the extent permitted by South African law, Bud & Blossom is not liable for sentimental value, consequential loss, or loss of profit arising from lost or damaged work or property.
- If liability is found to exist, liability is limited to the direct, reasonable replacement cost of materials only, and not the labour, time, skill value or market value of artworks.

14.8 Exhibitions, displays and off-site events

- During exhibitions, displays or off-site events, learners and the Guardian must follow the communicated arrangements and deadlines for delivery, labelling and collection of work.
- Bud & Blossom does not provide safekeeping or storage at external venues and is not responsible for works left uncollected after the communicated collection time.
- To the extent permitted by law, Bud & Blossom is not responsible for loss, theft or damage during transport, exhibition display or handling by third parties or venues, unless otherwise agreed in writing.

15. Communication, queries and grievance procedure

For any concerns or queries, please use the following channels:

Role	Name	Contact
Administrator and Finance	Merandie	+27 76 769 8968 info@budandblossom.co.za
Owner and Subject Specialist	Tanja	+27 82 388 2114 tanja@budandblossom.co.za

Grievances: Students, parents or guardians with an issue or any dissatisfaction should approach the Head of Faculty or Owner. Complaints should be lodged in writing, after which a meeting will be scheduled. Personal attention to these matters is a priority for us.

16. Disciplinary procedures

- Failure to comply with the Code of Conduct in clause 5 may result in disciplinary action, suspension, or withdrawal.
- Cell phones must be switched off during lessons unless expressly permitted for learning purposes.
- The Studio may remove a learner from a lesson where their conduct disrupts the learning of others, and may require a meeting with the Guardian before readmission.
- Serious misconduct, including harassment of a learner or staff member, or intentional damage to facilities or equipment, may result in immediate withdrawal without refund.

17. Photography, media and privacy (POPIA-aligned)

Bud & Blossom 'Creatives' processes personal information in line with the Protection of Personal Information Act, 2013 (POPIA) and our Privacy Policy, available at budandblossom.co.za/privacy-policy/.

- We collect and process personal information for enrolment, teaching, assessment, communication and account administration purposes only.
- Personal information will not be sold, and will not be shared with unrelated third parties without consent, except where required by law or where an essential service provider processes it for us under a confidentiality obligation.
- You may withdraw or change any consent recorded on the Enrolment Form at any time by writing to info@budandblossom.co.za. Withdrawal applies from the date we receive it and does not affect material already lawfully published.
- Bud & Blossom may take photographs and video in class, at exhibitions and at Studio events, and may use appropriate material for Studio communication and marketing, subject to the consent election recorded in Section 8.1 of the Enrolment Form.

17.1 Consent election (recorded on the Enrolment Form)

The consent election for the items listed above is recorded in Section 8.1 of the Enrolment Form, which is the document you sign. Each item is a separate given-or-withheld choice, so consent may be given for some items and withheld for others. If no option is marked for an item, we will treat consent as WITHHELD for that item.

You may change or withdraw any consent at any time by writing to info@budandblossom.co.za. A change takes effect from the date we receive it and does not affect material already lawfully published.

18. Indemnity and assumption of risk

Participation in practical art activities involves ordinary risks, including but not limited to the use of sharp tools, paints, solvents and fixatives, and movement within studio spaces. The Studio applies reasonable rules and supervision, but risk cannot be eliminated.

- To the extent permitted by law, the Student aged 18 or over, or the Guardian for a minor, indemnifies Bud & Blossom 'Creatives' and its staff and representatives against claims arising from participation in Studio activities, except where caused by proven gross negligence or intentional misconduct on the Studio's part.
- Property disclaimer: property brought onto the premises remains at the owner's risk, subject to the limitation of liability in clause 14.7.

19. Force majeure

Bud & Blossom will not be liable for a failure to perform, or a delay, caused by events beyond its reasonable control, including power outages and load-shedding, venue unavailability, extreme weather, illness, strikes, or a similar event. Where feasible, Bud & Blossom will provide alternative support or rescheduling.

20. Updates to these Terms

Bud & Blossom may update these Terms and Conditions from time to time. Updated versions will be issued in writing by email or WhatsApp, or in print, and the current version will be published at budandblossom.co.za. Continued attendance after notice constitutes acceptance, unless a written objection is lodged within 7 days.

21. Governing law and general clauses

- These Terms are governed by the laws of the Republic of South Africa.
- If any clause is found to be unenforceable, the remainder remains valid. This is the principle of severability.
- No relaxation or indulgence granted by the Studio constitutes a waiver of its rights.
- This document, together with the Enrolment Form, invoices and statements, and the written communications referenced in it, constitutes the agreement between Bud & Blossom 'Creatives' and the Student or Guardian.

22. Declaration and acknowledgements

You do not sign this document. The declaration and acknowledgements below are given when you sign the Enrolment Form, which is the single document to be completed, signed and returned. They are set out here so that you can read in full what you are accepting before you sign.

22.1 Declaration

By signing the Enrolment Form, I confirm that I have read, understood and accept the Terms and Conditions, Policies and Procedures set out in this document, titled Policies & Procedures - Visual Arts (All Ages), In-Person, Edition 2027, effective 1 January 2027. Where the learner is under 18, I sign as the responsible parent or legal guardian and I accept responsibility for the fees and for compliance with these Terms.

22.2 Specific acknowledgements

I acknowledge, in particular, that I have read and accept the following clauses. These acknowledgements are ticked on the Enrolment Form.

- Clause 13 - Withdrawal, termination, refunds and non-transferability. I understand that one calendar month's written notice is required, that no refunds are given unless required by South African law, and that fees are non-transferable.
- Clause 14 - Property, artworks, portfolios and missing items. I understand that Bud & Blossom does not provide long-term storage, that work must be labelled, handed in and collected according to the stated procedure, and I accept the limitation of liability in clause 14.7.
- Clause 18 - Indemnity and assumption of risk. I understand that participation in practical art activities carries ordinary risks and I accept the indemnity as set out.
- Clause 17 - Photography, media and privacy. I confirm that I have completed the consent election in Section 8.1 of the Enrolment Form.

Copyright © Bud & Blossom 'Creatives' 2027. This document, together with the Enrolment Form, invoices and statements, and the written communications referenced in it, constitutes the agreement between Bud & Blossom 'Creatives' and the Student or Parent/Guardian.