

# TERMS & CONDITIONS

Adopted July 2025

## 1. Definitions

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In these Terms and Conditions, unless the context indicates otherwise:

- (a) **"Agreement"** means any Proposal relating to the Services, and these Terms and Conditions.
- (b) **"We"** or **"Us"** means Amélie's Corner Limited and its successors and assigns.
- (c) **"You"** means the person buying Services from us.
- (d) **"Price"** means the price for the Services indicated on the Proposal or an invoice issued by us.
- (e) **"Proposal"** means our proposal, engagement letter or similar document provided to you detailing the Services, Price and any other key terms.
- (f) **"Services"** means all Services we will supply to you under a Proposal or Invoice relating to skin, makeup, coaching or education, programs, or any other Services we agree to provide you from time to time which are not excluded by our Disclaimer at Clause 15.2.a.
- (g) **"Appointment"** means a confirmed booking for Services, in-person or virtual, sent via email.
- (h) **"Virtual"** any Service that takes place digitally or online, on a platform we choose
- (i) **"Booking"** is the process of agreeing and scheduling Services with us
- (j) **"Payment Plan"** means the terms on which you will make regular direct debit payments to us for the Services agreed in your Proposal
- (k) **"Instalments"** means the individual payment made within an agreed payment
- (l) **"Early Termination"** means a cancellation inside the minimum contract term of the Membership
- (m) **"Membership"** means you are in a paid, educational platform for an agreed period of time
- (n) **"Package"** means a set number of Services over an agreed period of time
- (o) **"Subscription"** means in our customer portal software, any Services attached to a payment plan

## 2. Warranties

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2.1 We warrant that:

- (a) We have the right to enter into this Agreement;
- (b) We will perform the Services to a reasonable standard of care and skill;
- (c) We will perform the Services in accordance with relevant laws.

## 3. AFFILIATE RELATIONSHIPS

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3.1 We maintain partnerships with selected clean beauty brands. Purchases through affiliate links may generate commission. All recommendations are based on professional judgment, regardless

of affiliation status.

#### **4. DISPUTE RESOLUTION**

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- 4.1 In the event of any dispute between the parties in relation to these Terms, the parties will first seek to resolve such dispute by promptly giving notice of such dispute to the other party and cooperatively endeavouring to resolve such dispute. If the dispute remains unresolved the parties may seek a resolution through the use of mediation prior to seeking resolution through the Courts.

#### **5. PRICE**

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- 5.1 You agree to pay the Price for the Service, inclusive of GST, if any.
- 5.2 Payments are made by credit card, on Stripe supported platforms, or by previously agreed arrangements.
- 5.3 We reserve the right to review and change our pricing, which will be reflected in our next proposal to you
- 5.4 Payment in kind: We may agree to accept payment in kind instead of cash for some or all of the Price. However, if this agreement is terminated before we have redeemed some or all of the payment in kind, we will be entitled to invoice you for the Price on our usual terms.

#### **6. Casual, in-person Services**

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- 6.1 Appointments can be booked online with 24 hours' notice and up to 3 months in advance.
- 6.2 You agree to pay a 50% non-refundable deposit when booking your appointment with a credit/debit card.
- 6.3 The remaining balance will be charged following your appointment.
- 6.4 Services are provided at The Cocoon, our place of business in Hurdon, New Plymouth. The exact address is provided in your booking confirmation

#### **7. Membership Services, VIRTUAL OR IN-PERSON**

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- 7.1 Membership prices vary depending on the payment plan selected.
- 7.2 Membership plans are paid by credit/debit card, using a Stripe based payment platform.
- 7.3 Services are delivered through a combination of online platforms and/or in-person, as specified in the Proposal.
- 7.4 Access details are provided upon completion of membership registration.
- 7.5 When online, recordings are always available if unable to attend live.
- 7.6 Replay access may be subject to membership status.
- 7.7 When Services are provided online, we shall provide you with a link to the recording at a website-based provider site as used by us from time to time.
- 7.8 We shall endeavour to have online recordings available for at least 260 weeks. However, we do not guarantee that the link will be available for any specified amount of time, nor do we provide any warranties in relation to the service provided by the Provider. The recording may be removed by the Provider or us at any time.
- 7.9 We do not warrant that an online recording is private or secure. It is possible that the recording may be accessed by third parties. You consent to the recording being uploaded and acknowledge that the recording is not private or secure and may be viewed by third parties.

## 8. CANCELLATIONS

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- 8.1 The 50% deposit is non-refundable in all circumstances.
- 8.2 We will endeavour to reschedule your booking if a request to cancel is received before 72 hours of a scheduled appointment for Service. If rescheduled, we will transfer your deposit to the new booking.
- 8.3 In person bookings cancelled within 72 hours of the scheduled appointment will be charged the full price of the Service.
- 8.4 If you arrive more than 15 minutes after the appointment start time, we may cancel the Service, or at our sole discretion, undertake the agreed Services in the time remaining.
- 8.5 No-shows to in-person bookings will be charged the full price of the Service. No refunds.
- 8.6 Virtual bookings have no refund after the start of the Service.
- 8.7 We may cancel any Services by giving notice to you in writing at any time and pay a full refund of any amounts paid by you in relation to the cancelled Services.

## 9. RESCHEDULING SERVICES

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- 9.1 At your request, we will reschedule your booking up to 2 (two) times before we cancel the booking. There is no refund of the 50% deposit paid at time of original booking.
- 9.2 Rescheduled bookings are subject to availability.
- 9.3 We may need to reschedule your Services to another date. If the new date is not acceptable to you, then you may cancel the Services by notifying us in writing, and we will provide a full refund of any amounts paid. If you accept the rescheduling, then you will not be entitled to any refund (in full or in part).

## 10. PACKAGES, in person or virtual

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- 10.1 Membership duration is based on what is agreed in the proposal for Services.
- 10.2 Appointments can be booked 12-months in advance.
- 10.3 Payment plans are set up at time of signing the membership.
- 10.4 Payment plans are established with credit/debit card on a Stripe supported platform.
- 10.5 Weekly payment option is typically proposed, additional intervals are available on request.
- 10.6 Cocooning Services for members must be booked at least 7 days in advance.
- 10.7 These bookings may be rescheduled with 24-hours advance notice.
- 10.8 Any appointment changes or cancellations within 24-hours deducts the Service from the total included.
- 10.9 Unused services expire at the end of the membership period.

## 11. Payment Plan

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- 11.1 You agree to pay the amounts owing by you under the agreement and in accordance with the Payment Plan.
- 11.2 We will provide you with notice if a direct debit is dishonoured (at which point it will become overdue) and we will attempt to make the direct debit again within the terms set out by our credit card payment service.
- 11.3 If any amounts owing by you are in arrears, such amounts will be immediately due and payable by you.

11.4 We may engage a debt collection agency to collect any amounts owing by you under this Agreement. And additional debt collection fee of no more than 25% of the outstanding balance remaining under your Payment Plan will be added to the amount owing to cover the costs of the debt collection.

## 12. TERMINATION

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12.1 If you fail to pay the Price pursuant to Clause 5, or are otherwise in breach of these Terms, we may, in our sole discretion, without prejudice to, and in addition to, any other rights and remedies, do any one or more of the following by written notice to you:

- (a) suspend provision of the Services;
- (b) cancel any Appointment;
- (c) terminate (in whole or in part) the supply of the Services; or
- (d) terminate these Terms.

12.2 Early termination requested by you is subject to a severance fee, payable immediately, as set out in our Severance Pricing.

12.3 Regardless of how this Agreement is terminated,

- (a) if your payment plan contains a minimum number of payments and you have not met the minimum number of payments at the payment amount specified in the payment plan; or
- (b) contains a minimum value of contract amount and the payments made by you are less than this amount,

You will be liable to pay us such amounts which are required to ensure you meet the minimum terms of the Payment Plan. Such amounts will constitute a debt owing and will be immediately due and payable to us.

12.4 You acknowledge that we may disclose to a credit reporting body details of any amounts owing by you under this Agreement where these amounts are overdue by more than 60 days and the overdue payment relates to an amount of \$150 or more.

## 13. Liability AND OTHER RIGHTS

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13.1 If you are a consumer, then you acknowledge that the Consumer Guarantees Act 1993 or Fair-Trading Act 1986 apply. You may have other rights in addition to Consumer Rights, however such other rights are, to the extent permitted by applicable law, subject to the limitations set out in clause 12.2

13.2 The following limitations and exclusions of liability apply in respect to an Other Rights you have:

- (a) **Disclaimer:** Any makeup and skin care advice we provide as a result of the Services is not intended to be a substitute for any dermatologist or medical skin care advice. You agree that we are not providing medical or dermatologist advice in relation to skin care, allergies or any other medical matter whatsoever. Where you have an allergic or adverse reaction to a skin product or where you have indicated an allergy during your first appointment intake, it is your sole responsibility to consult your medical practitioner or a specialist dermatologist in the first instance. You agree to us undertaking our Services at your own risk and any action or claim cannot be brought against us for any medical consequences arising out of any allergic reactions or medical issues whatsoever associated with us performing the Services.
- (b) **Privacy:** You agree that we may collect, use and disclose your personal information for purposes related to your dealings with us including but not limited to the supply of the Services, direct marketing, social media and provision of information about the Services. You have rights under the Privacy Act 2020 to access any personal information that we hold and to request the correction of such personal information. In addition, you consent to us providing electronic marketing messages to you, unless you opt out by notifying us in writing or unsubscribing.
- (c) **Ownership:** You acknowledge that we are the owner or licensee of all intellectual property rights in the Services and any material, or content created in the course of

performing the Services, including but not limited to PDF files, eBooks, digital illustrations, online educational materials, and membership content. For the avoidance of doubt, we own all intellectual property rights in relation to any Video Recording.

- (d) **Use:** You shall not, except with our prior written permission, reproduce, copy, distribute, exploit for your own or any other commercial purposes any of the materials or content owned by us or any of our licensors, including any Video Recording, or otherwise infringe our intellectual property rights.
- (e) **Events outside our control:** If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under these Terms and Conditions then we may at our sole discretion suspend our performance of any such obligation or cancel any contract for the purchase of Services and we will not be liable to you in any respect.
- (f) **Governing Law:** These Terms are governed by the laws of New Zealand. Subject to clause 10, the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- (g) **Notices:** Any notices required to be given by the parties pursuant to these Terms will be given at the addresses set out in the parties' description, the parties' registered address or other address notified from time to time.
- (h) **Assignment:** You will not assign or otherwise transfer or encumber your rights or obligations under these Terms except with our prior written consent.
- (i) **Waiver:** No waiver of any provision of these Terms will serve as a waiver of any other provision of these Terms nor as a continuing waiver of such provision and We will not have waived or deemed to have waived any provision of these Terms unless such waiver is in writing and signed by Us.
- (j) **Survivorship:** Termination of these Terms for any reason will not affect such rights and obligations of the parties as are intended to survive the termination.
- (k) **Variation:** No alteration or variation of these Terms will be binding on us unless we authorise in writing.
- (l) **No partnership:** These Terms do not create any relationship of partnership, agency or joint venture between the parties.
- (m) **Severability:** Should any part or provision of these Terms be held unenforceable or in conflict with any applicable laws or regulations, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such extent as possible, the original business purpose of the part or provision in a valid and enforceable manner, and the remainder of these Terms will remain binding on the parties.
- (n) **Counterparts:** These Terms may be executed in counterparts (which may be electronic or facsimile copies) and all of which, when taken together constitute the one document.
- (o) **Entire Agreement:** These Terms constitute the sole understanding of the parties and supersedes all prior understandings, written or oral, which will be of no further force or effect.
- (p) **Amendments:** We may amend these Terms at any time, by notifying you in writing or displaying our new Terms on our Website. The amended Terms shall apply in respect of when you next engage our Services. Your continued ordering of Services from us will be deemed acceptance of the changes.