

TERMS AND CONDITIONS

1. Agreement

1.1. Our Registration Form and these terms and conditions (Terms) form the basis of the agreement between you, the customer (you, your) and Amelie's Corner Limited (we, us, our) and apply to the provision of all Services by us to you.

2. Definitions

2.1. The following terms shall have the following meanings:

Appointment has the meaning set out in clause 3.1.

Disclaimer means the disclaimer on the Registration Form and as set out in clause 7.3.
Intellectual Property means all intellectual and industrial property rights and interests (including common law rights and interests) including, without limitation: (a) trade marks, applications for trademarks, trade name(s); (b) know-how, being technical and other information or experience or trade secrets; (c) designs, whether or not registered or protected by copyright; (d) patents and applications for patents; (e) copyright material; and (f) other intellectual property.

Price means the price payable for the Services pursuant to our standard price list unless agreed otherwise in writing. All prices are inclusive of GST if any. Registration Form means our registration form to be completed and signed by you. Services means the services that we agree to provide to you from time to time, including, but not limited to: (a) skin analysis consultation and makeup consultation; (b) makeup demonstration, tutorial and video recording; (c) online education and digital products; (d) membership programs; and (e) any other Services we agree to provide you from time to time which are not excluded by our Disclaimer. Video Recording means any video recording we produce as part of the Services. Website means our online presence including but not limited to:

(a) our main website [<https://amelies.co.nz/>]

(b) our e-learning platform

(c) our private Facebook community groups

(d) our payment and course delivery platforms (including ThriveCart)

(e) our Instagram content (including Close Friends stories)

(f) any other digital platforms we may use to deliver our Services from time to time

3. Service and payment 3.1. Appointment: You may request us to undertake Services for you by arranging an appointment for Services with us through:

- (a) our online booking system (Timely)
- (b) direct messages on our social media platforms
- (c) email
- (d) telephone

Upon booking, you will receive an automated confirmation of your Appointment and the Services to be undertaken.

3.2. Acceptance: You acknowledge that our acceptance of an Appointment is subject at all times to our sole discretion. If we accept your Order, you agree to pay a deposit of 50% of the Order value, within 24 hours after our acceptance of your Order. Except as expressly set out in these Terms, the deposit is non-refundable and is in part payment of the Services.

3.3. Price and Invoice:

(a) You agree to pay the Price for the Services.

For in-person services at The Cocoon:

(b) A 50% non-refundable deposit is required to secure your Appointment and must be paid within 24 hours of booking confirmation.

(c) The remaining balance will be invoiced after the Services are performed and must be paid within 7 days of the invoice date.

For online services and digital products: (d) Full payment is required at the time of purchase.

For memberships:

(e) Membership fees are paid according to the specific membership terms agreed upon signup

(f) Membership payments and terms are governed by our separate Membership Terms and Conditions, which you agree to upon joining

3.4. 3.4. Payment: Unless otherwise specified by us in writing, all invoices for Services shall be paid through:

- ThriveCart (primary payment platform for online services and memberships)
- Timelypay (for stand-alone treatments at The Cocoon)

- Cash (for in-person services at The Cocoon)

- Stripe

- Flodesk checkouts

3.5. Delivery: The Services shall be delivered as follows:

(a) In-person Services:

- Provided at The Cocoon, our place of business in Hurdon, New Plymouth

- The exact address will be provided in your booking confirmation

(b) Digital Services and Online Content:

- Delivered through our online platforms including but not limited to:

- Our e-learning platform

- Private Facebook community groups

- Instagram Close Friends content

- ThriveCart course portal

- Video content platforms

(c) Membership Services:

- Delivered through a combination of online platforms and in-person services as specified in the membership tier description

- Access details will be provided upon successful membership registration

4. Cancellation Policy 4.1. Cancellation by us: 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. We may also reschedule the 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).

4.2. Cancellation by you: If we have accepted an Appointment for Services with you, the following cancellation policy applies:

(a) The 50% deposit is non-refundable in all circumstances once paid.

For in-person services at The Cocoon: (b) If cancelled up to 72 hours prior to the Appointment time, no additional charges will apply beyond the non-refundable deposit (c) If cancelled within 72 hours of the Appointment time, or in case of no-show, you will be charged the full service price

For online services and digital products: (d) These are non-refundable once access has been provided

For memberships: (e) Cancellation terms are governed by separate Membership Terms and Conditions

4.3. Rescheduling Services:

(a) For Stand-alone Appointments at The Cocoon:

- Rescheduling requests must be made at least 72 hours before the Appointment
- Subject to availability
- The 50% deposit will be transferred to the new Appointment date
- If no suitable date is found, the cancellation policy in clause 4.2 applies

(b) For Cocooning Membership Services:

- In-person services included in memberships:
 - Must be booked at least 7 days in advance
 - Can be rescheduled with at least 24 hours notice
 - Cancellations or rescheduling requests made within 24 hours will result in the service being marked as used
 - Rescheduling subject to membership tier terms and conditions
 - Unused services expire as per membership agreement
- Digital content and group sessions:
 - Live sessions will be recorded and made available in case of inability to attend
 - Replay access provided as per membership terms

4.4. Late Arrival: Where you arrive more than 15 minutes after the agreed Appointment time we may cancel the Services, or at our sole discretion undertake the agreed Services in the remaining Appointment time. Where you fail to attend your Appointment no refund will be given.

5. Video Recording 5.1. Link: Where the Services include us creating a Video Recording then a link to the Video Recording will be made available for you to view as part of our Services. We shall provide you with a link to the Video Recording (Link) at a website based provider site (including but not limited to YouTube and Loom) (Provider) as used by us from time to time. We shall endeavour to have the Video Recording available for 260 of 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 Video Recording may be removed by the Provider or us at any time.

7.4. Affiliate Relationships: We maintain partnerships with selected clean beauty brands. Purchases through affiliate links may generate commission. All recommendations are based on professional judgment regardless of affiliate status.

8. Privacy [Section remains unchanged]

9. Intellectual Property 9.1. 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.

Last Updated: January 29, 2025