WEBSITE TERMS & CONDITIONS

MAKEUP BY NEHA

ABN: 35 103 764 675
Website: www.makeupbyneha.com.au
Email: makeupbyneha2022@gmail.com
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1. Welcome

Welcome to Makeup by Neha ("we", "us" or "our"), accessible at www.makeupbyneha.com.au.

By visiting our website, submitting an enquiry or making a booking, you agree to these Terms & Conditions and any applicable policies provided before booking confirmation.

We may update these terms or make changes to our website from time to time. If you do not agree with these terms, please discontinue using our website.

2. Using Our Website

We kindly ask that you use our website responsibly and provide accurate information when submitting enquiries or making bookings.

All original photographs, videos, designs, branding, educational materials and other website content are owned by or licensed to Makeup by Neha.

Our content is intended for personal, non-commercial use only. Reproduction, distribution or commercial use without written permission is prohibited, except where permitted by law.

3. Our Services & Bookings

Makeup by Neha offers bridal makeup, event makeup, studio makeup appointments, hair and makeup services, and professional makeup education.

Bridal & Wedding Makeup

Bridal services are individually tailored and quoted. Submitting an enquiry does not guarantee availability or confirm a booking.

A wedding date is secured only once the booking requirements have been met and confirmation has been provided by Makeup by Neha.

Studio & Event Appointments

Our studio services include professional makeup and hair and makeup appointments.

Current service descriptions, appointment durations and applicable prices are published on our official website at **www.makeupbyneha.com.au** and, where relevant, displayed through our online booking platform, Setmore.

All prices are quoted in Australian dollars (AUD).

The price confirmed at the time of booking will apply to that appointment, unless a subsequent change is mutually agreed or otherwise permitted by law.

We reserve the right to update published prices for future bookings without affecting existing confirmed agreements.

Makeup Education

Education enquiries are expressions of interest only. Course details, fees, schedules and availability will be confirmed separately.

All bookings are subject to the applicable payment, deposit, cancellation and rescheduling conditions disclosed before confirmation.

4. Deposits & Payments

A deposit or booking fee may be required to secure an appointment or wedding date. The amount and payment requirements will be communicated before booking confirmation.

For bridal bookings, the deposit is intended to reserve the agreed wedding date and compensate for the commitment of time and booking administration.

Deposits are generally non-refundable and non-transferable in the event of a client-initiated cancellation or change of mind, to the extent permitted by law.

Any amount retained must be consistent with applicable consumer law and must not constitute an unlawful penalty or unfair contract term.

Deposits cannot be transferred to another person without the agreement of Makeup by Neha.

Any outstanding balance must be paid in accordance with the payment schedule agreed upon at the time of booking.

5. Cancellation Policy

We understand that plans can change. However, appointments and wedding dates involve reserved time, preparation and the possibility of declining other bookings.

Our cancellation conditions are designed to protect this commitment while remaining fair to our clients.

5.1 Studio & Individual Event Appointments

- **More than 14 days' notice:** No additional cancellation fee will apply. Any deposit may be retained in accordance with the agreed deposit conditions and applicable law.
- **Within 14 days of the appointment:** A cancellation charge of up to the full appointment fee may apply, provided the amount is reasonable and legally recoverable in the circumstances.

Any applicable cancellation charge will take account of relevant factors, including costs already incurred, the time reserved, the opportunity to accept another booking and any reasonable steps taken to reduce the loss.

Deposits or amounts already paid will be credited against any applicable cancellation charge to avoid double charging.

5.2 Bridal & Wedding Bookings

Bridal bookings reserve a specific date, often well in advance, and may prevent Makeup by Neha from accepting other wedding enquiries.

The bridal deposit is generally non-refundable and non-transferable following a client-initiated cancellation, subject to applicable law.

If a bridal booking is cancelled, any additional amounts payable will be determined according to the agreed bridal booking conditions, timing of cancellation, services reserved and reasonable losses or costs arising from the cancellation.

The applicable bridal cancellation arrangements will be disclosed as part of the booking agreement.

5.3 Cancellation by Makeup by Neha

In the unlikely event that Makeup by Neha must cancel a confirmed appointment, we will contact the client as soon as reasonably practicable.

Where possible, we may offer an alternative appointment or suitable arrangement.

Any refund or other remedy will be provided in accordance with the booking agreement and applicable Australian Consumer Law.

6. Rescheduling

We understand that circumstances may occasionally require a change of appointment.

All rescheduling requests are subject to availability and must be agreed upon with Makeup by Neha.

- Rescheduled appointments must be moved to an available date and time.
- Deposits cannot be transferred to another person without our agreement.
- Repeated rescheduling requests may be treated as a cancellation where this is reasonable and has been communicated to the client.
- Any applicable cancellation or rescheduling charges will be subject to the agreed booking conditions and Australian law.

Bridal Date Changes

Changing a wedding date is subject to availability and does not guarantee that Makeup by Neha will be available on the newly requested date.

If the alternative date is unavailable, the original booking's cancellation provisions may apply.

Any additional charges or changes to a bridal booking will be communicated before new arrangements are confirmed.

7. Late Arrivals

We kindly ask all clients to arrive on time for their appointments.

Late arrivals can affect the time available for your service and may impact subsequent appointments.

If you arrive late:

- Your appointment may need to be shortened to accommodate the remaining scheduled time.
- The final makeup or hairstyling result may be affected by the reduced time available.
- Where there is insufficient time to complete the service safely and professionally, the appointment may need to be cancelled.
- The full appointment fee may remain payable where reasonable and legally permitted, taking account of the circumstances and costs or losses arising.

Wedding Day Punctuality

Punctuality is particularly important for bridal and wedding bookings, as delays can affect the bridal party schedule, photography arrangements and wedding timeline.

Clients are responsible for ensuring that those receiving services are available at their agreed appointment times.

Where delays occur outside Makeup by Neha's control, we will make reasonable efforts to accommodate the situation without compromising professional standards or subsequent commitments.

8. Client Care & Service Expectations

We take pride in delivering professional, personalised makeup services with care and attention.

Clients are encouraged to inform us of relevant allergies, skin sensitivities, product reactions or other concerns before their appointment.

While we make every reasonable effort to achieve the desired look, individual results may vary depending on skin characteristics, hair type, personal preferences and other factors.

Portfolio photographs showcase previous work and artistic style but do not guarantee identical results.

We aim to obtain appropriate consent before using identifiable client photographs or videos for promotional purposes.

Nothing in this section limits our obligation to provide services with due care and skill.

9. External Links & Website Availability

Our website may contain links to third-party services, including Setmore and social media platforms.

These platforms operate independently and may have their own terms and privacy policies.

Although we endeavour to maintain an accurate, secure and accessible website, we cannot guarantee uninterrupted access or that all information will remain free from errors.

To the extent permitted by law, Makeup by Neha is not responsible for losses caused solely by independent third-party services, technical interruptions or circumstances beyond our reasonable control.

10. Privacy

We respect your privacy and take reasonable steps to protect the personal information you share with us.

Information submitted through our website, enquiry forms or booking systems may be used to respond to enquiries, manage appointments and provide our services.

Personal information is handled in accordance with applicable Australian privacy laws and our separate Privacy Policy.

Please refer to our Privacy Policy for further information.

11. Liability & Consumer Rights

Makeup by Neha is committed to providing professional services with reasonable care and skill.

To the maximum extent permitted by law, we exclude liability for losses arising from website interruptions, third-party technical failures or circumstances beyond our reasonable control.

All services are provided by the legally responsible operator of Makeup by Neha. Contractual claims relating to our services are to be directed to that operator, subject to any rights or claims that may lawfully arise against another person.

Where legally permitted, neither the business nor individuals acting on its behalf accept liability for losses for which they are not legally responsible.

Nothing in these terms excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law, including applicable consumer guarantees and liability that cannot lawfully be excluded.

These terms do not exclude personal liability where it independently arises under law.

12. Complaints, Governing Law & Contact

We value our clients and aim to resolve concerns fairly and professionally.

If you have a question, concern or complaint, please contact us directly so we can review the matter and explore an appropriate resolution.

These terms are governed by the laws of the Australian Capital Territory and applicable Commonwealth laws, subject to any mandatory legal rights.

If any provision is found to be unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

Contact Makeup by Neha

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