

## TERMS AND CONDITIONS

### 1. Introduction

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These Terms and Conditions ('Terms') apply to your engagement with Sue Maree, 'Susanne Harries Trading as Dazzle Image Consulting' ABN: 92 891 312 364 ("Dazzle Image Consulting" "we" "us" "our").

Please read these Terms carefully before you purchase our Services. These Terms, along with our Website Terms and Conditions of Use and our Privacy Policy ('the Terms'), govern your relationship with us.

### 2. Nature and use of Services

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Sue Maree at Dazzle Image Consulting offers a variety of services including but not limited to personal fashion consultations and shopping experiences, keynotes, panel discussions, workshops, educational campaigns, fashion festivals, podcast interviews, training sessions and events ('Services'). Each service can be tailored to meet your specific needs and time frames.

By registering for a Service, including clicking a box or a digital signature that states you agree to these Terms, approving a quote for services or deliverables (including through email communication or proposal document) (a Proposal), paying a deposit set out in a Proposal or otherwise communicating acceptance of the Proposal, you acknowledge that you have read and agree to be bound by and comply with these Terms. You also acknowledge that these Terms constitute a binding agreement between you and Dazzle Image Consulting made for good consideration (our provision of the Services to you in exchange for the rights you grant to us in accordance with these Terms).

### 3. Use of the Services

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You agree to use the Services only for lawful purposes. You must only use the Services in a way that does not infringe the rights of, restrict or inhibit anyone else's use of the Services. This includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting any Services.

If you do not agree to be bound by these Terms, you will not be able to purchase, access, use and/or contribute to the Services.

### 4. Payment Policy

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In consideration of the Services to be performed by us, you must pay to Dazzle Image Consulting fees in the amounts and at the times set out in the Proposal or as otherwise agreed, including any GST. If no times for payment have been agreed, the Client must pay fees to the Service Provider within 7 days of receiving an invoice for amounts payable.

Unless otherwise agreed, we may, in our discretion:

- (a) not commence work on any Services until you have paid any deposit payable in respect of such Services; and
- (b) withhold delivery of Services until you have paid the invoice in respect of such Services.

Any deposits paid by the Client under a Service Agreement are non-refundable (to the maximum extent permitted by law).

All payments and all credit card handling are through a third party payment service. You should check the Terms of the provider. Your credit/ debit card details are not handled by us.

Registration and payment for online education activities may be facilitated by third parties, such as Eventbrite or Humanix.

If an instalment payment is rejected under a payment plan due to insufficient funds in your account, Dazzle Image Consulting reserves the right to suspend your service.

## **5. Refunds, Cancellations and Rescheduling**

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There are no refunds issued on Services once they have commenced or been completed, or if less than 24 hours notice of a cancellation or reschedule is given.

If for any reason you need to cancel your session, you are welcome to a refund, minus a 10% appointment holding fee, provided more than 24 hours notice is given. However, if the cancellation is made in less than 24 hours ahead of the appointment, no refund will be issued.

If you are unable to attend your session and less than 24 hours notice is given, you will incur a 10% rebooking fee. If more than 24 hours notice is given and you do need to reschedule your session, a credit is issued and is valid for up to 6 months from making the initial booking.

Rescheduled sessions are subject to our availability. As sessions are booked weeks or months in advance, your preferred rescheduled date will depend on availability at the time of rescheduling.

If you are running late for your session, this time will be taken from your session and we will continue with the time we have once you arrive. If you miss your session and do not show without notifying Sue Maree more than 24 hours ahead of your session, no refund will be issued or reschedule offered.

## **6. Intellectual property**

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As part of your Services, you may have access to certain materials, including programs, templates, precedents, webinars, digital products, workbooks documents and/or videos ('Materials'). Dazzle Image Consulting retain ownership of all Intellectual Property Rights (including copyright) in the Services and the Materials.

All Materials and Services are provided without warranties of any kind, both express and implied. Any designs, materials, analyses, processes, discussions and other intellectual property, both tangible and intangible, which is provided or may be developed as a result of or during the Services is and will remain the property of Dazzle Image Consulting at all times.

Dazzle Image Consulting retains all copyright, trade marks, design rights and other intellectual property rights (registered and unregistered) in providing the Services and all Materials provided as part of providing the Services. Nothing contained in these Terms shall be construed as conferring any license or right to use any copyright, design rights and trade marks of Dazzle Image Consulting or any other party.

You may not copy, reproduce, republish, post, broadcast, transmit, make available to the public, or otherwise use any part of the Material, in any way except for your own personal and private use without the express written permission of Dazzle Image Consulting. You also agree not to adapt, alter, create or share a derivative work from any Dazzle Image Consulting Materials for commercial gain.

From time to time Dazzle Image Consulting may use photos, videos, sound recordings and other sample images or content (together 'Content') taken from sessions, classes or functions that Dazzle Image Consulting organises. Some of this Content may be used for marketing, advertising and promotional business purposes and at no time will compensation be provided to the Client for any such use. By signing up for the Services and agreeing to these Terms, the Client hereby grants such release to Dazzle Image Consulting to use such Content. If you do not wish to have the Content used, you must notify Dazzle Image Consulting in writing of your request.

## **7. Availability of the Services**

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Dazzle Image Consulting provides Services through a variety of formats, including, in person, by video conference or pre-recordings online. Where you have engaged or ordered a specific Service, you will be invited to select from the services provided (such as shown in a quotation or Proposal) that best suits your needs.

Unless the agreed Services explicitly include ongoing support, we request that you make an additional booking for any Services that fall outside the scope of the initial Agreement.

Dazzle Image Consulting reserves the right to refuse to provide any Services or information that, in its reasonable opinion, is inappropriate to provide.

## **8. Disclaimers and limitations of liability**

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The Services are provided on an 'as is' basis without warranty or condition of any kind. You acknowledge and agree that any access to or use of the Services is at your own risk.

All information is given by way of recommendation and suggestion by Dazzle Image Consulting and you fully accept that this is the basis upon which the information is given and you will be responsible for how this information is used.

Except as stated in these Terms and to the maximum extent permitted by law, we exclude all liability, whether in contract, tort (including negligence) or under statute, arising from or connected with these Terms or the operation or use of the Services and our Materials.

While we try to ensure that all Materials provided by Dazzle Image Consulting is correct at the time of publication no responsibility is accepted by or on behalf Dazzle Image Consulting for any errors, omissions or inaccurate Materials or data provided through the Services.

You agree to indemnify us against any loss or damage, including legal costs, related to your breach of these Terms.

## **9. Breach**

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If you breach these Terms and Dazzle Image Consulting chooses to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms.

Dazzle Image Consulting shall not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

## **10. General**

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We reserve the right to modify these Terms at any time, consistent with applicable laws and principles. When Dazzle Image Consulting updates the Terms, it will use reasonable endeavours to provide you with notice of updates.

If any part of the Terms is found to be unenforceable, the remaining parts will remain in full force and effect.

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested.

You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.

## **11. Contact Information**

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For any questions or concerns regarding these Terms please contact us at [sue@dazzleimage.com.au](mailto:sue@dazzleimage.com.au).