

This document, the following words shall have the following meanings:

- "Client" means any person who purchases Services from The Supplier;
- "Supplier" means FABYOU;
- "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

## **GENERAL**

These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Client and shall prevail over any other documentation or communication from the Client. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

## **PRICE AND PAYMENT**

- Payment of all appointments are made via Square Appointments. The booking system is not owned by the Supplier. It is a subscription service run by Square.
- The Supplier reserves the right to modify, update or run promotions on any service at any time.
- The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Client.
- Under no circumstances shall the Supplier refund the difference should the price of that service decrease.

## LATENESS

Lateness: Please text if you are going to be late 5--15mins late. Your treatment time will be shortened to accommodate your lateness, therefore, meaning you will only get the service that can be provided with your remaining appointment time. The Supplier will not extend your appointment time to accommodate your lateness. If you are more than 15mins late, your appointment will be cancelled and your service fee if taken will not be refunded. This is considered a NO SHOW.

## CANCELLATION

Cancellations from clients: Please remember FABYOU runs a business and provides a living for people, therefore FABYOU has a strict cancellation policy. When you book an appointment, that appointment time is reserved exclusively for you. Cancellations within the time stipulated will allow us to allocate this space to someone else without it affecting our ability to operate.

- **Cancellations:** If you need to cancel or reschedule your booking, please make sure you do so 24 hours before your booking time.
- **Reschedule/Cancellation:** All clients can reschedule or cancel their appointment by themselves via their booking confirmation email. To reschedule or cancel your appointment, please go to the bottom of your booking confirmation page and click on the reschedule/cancel button to reschedule or cancel your appointment.
- **Cancellations before 24 hours of your appointment:** If you cancel your appointment within the appropriate time frame your service fee will be refunded. It is up to you to notify us that you have cancelled your appointment and request your refund. Refunds are manually processed and due to the high volume of bookings, FABYOU can't keep up with all booking notices. To cancel your appointment please go to the bottom of your booking confirmation page and click on the cancel button to cancel your appointment.
- **Cancellations after 24 hours of your appointment:** All appointments cancelled after 24 hours of their appointment will have their 20% non refundable deposit /booking fee forfeited. On the day bookings cancellations: On the day bookings cannot be cancelled with a refund. All on the day bookings, if cancelled, will have their 20% non refundable deposit / booking fee forfeited.

- **Courtesy reschedules:** In some cases FABYOU may give a client a courtesy reschedule. Whether a courtesy reschedule is given is solely up to the discretion of FABYOU. If given, the client will not be able to reschedule their appointment after the 24 hours. All courtesy rescheduled appointments cannot be cancelled and given a refund. If cancelled your 20% non refundable deposit /booking fee will be forfeited regardless of whether it is within the 24 hour cancellation period.
- **Cancellations from FABYOU:** If in the unfortunate case that FABYOU need to cancel your appointment the following terms apply: Your appointment can be rescheduled to another date; or Cancelled and given a full refund.

## **CONTACT DETAILS**

- **Contact number/details:** Please ensure the contact details you have put for your booking is the correct contact number and email. FABYOU will use your email to send your confirmation email and reminders and your number to forward you a text reminder; these details are also used by FABYOU to contact you. It is up to you to ensure has your correct contact number and email.

If FABYOU attempts to contact you on the number or email you have provided unsuccessfully because of the wrong contact details you have provided, our lateness and cancellation policy still apply.

## **CONDUCT**

The client understands that any comments or behaviour deemed inappropriate by FABYOU (illicit, abusive or sexually suggestive in nature) will result in the immediate termination of the session, and a refund will not be given.

## **MEDIA**

- The client understands and consents that media i.e. photos, videos, audio etc. will be taken during their appointment.
- The client agrees that all media i.e. photos, videos, audio etc. taken during my procedure or sent to FABYOU are the property of FABYOU and can be used on all FABYOU business--related social media publications.

## **FEEDBACK**

- Providing feedback: If you have feedback about our service, please do so via our reviews page: [FABYOU](#) We will contact you within 7 days for a resolution of your feedback.
- Social media feedback: If you access our service you shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material ("Postings") on any social media platforms, email or electronic mediums about The Supplier which is unlawful or abusive in any way, including but not limited to any postings that are defamatory, libellous, pornographic, obscene, threatening, invasive privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offence, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law. You will be liable for any costs associated with any economic or social loss The Supplier incurs due to post, publishing or upload.

## **GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian courts.

## **VALIDITY**

If any covenant or obligations of the agreement or the application thereof to any person or circumstances shall be or become invalid or unenforceable, the remaining covenants and obligations shall not be affected thereby and each covenant and obligation of these Terms and Conditions shall be valid and enforceable to the fullest extent by law.

## **ENTIRE AGREEMENT**

- Subject to the terms of the agreement, these Standard Terms and Conditions contained within this document embody the entire understanding and agreement between the parties to this agreement as to the subject matter of these terms and Conditions.
- Subject to the terms of the agreement all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in anyway affecting, the subject matter of these Terms and Conditions are merged in and superseded by these Terms and Conditions and shall be of no force or effect whatever
- and no party to the agreement shall be liable to any other party to these Standard Terms and Conditions in respect of those matters. No oral explanation or information provided by any party to these Terms and Conditions to another shall affect the meaning or interpretation of these Terms and Conditions or constitute any collateral agreement, warranty or understanding between any of the parties to these Standard Terms and Conditions.

## **CHANGES TO OUR TERMS AND CONDITIONS**

This policy is subject to change at any time and only the most current copy available applies and not the one you have photographed or stored. Please check the FABYOU! page on a regular basis for updates.