

Velamour Pty Ltd Terms & Conditions

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ABN/ACN: ACN 686 631 747

Website: www.velamour.com.au

Email: admin@velamour.com.au

1. ABOUT THESE TERMS & CONDITIONS

1.1. These Terms & Conditions (“Terms”) govern your use of the website operated by **Velamour ACN [686 631 747]**, and the provision of creative services including but not limited to **makeup artistry, hairstyling, photography, fashion styling, talent booking, and content creation** (collectively referred to as “Services”).

1.2. These Terms apply to all visitors, users, clients, and any others who access or use our website at www.velamour.com.au (“Site”) or engage Velamour or its creatives for services.

1.3. By accessing the Site or engaging our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of the Agreement, you must not use our Site or Services.

2. THE AGREEMENT

2.1. The Agreement is made up of:

- These Terms & Conditions; and
- Our Privacy Policy.

Together, these documents form a legally binding agreement between **you (“Client”, “Customer”, “you”)** and **Velamour (“we”, “us”, “our”)**.

2.2. We reserve the right to update, amend or replace any part of the Agreement by posting updates on our Site. It is your responsibility to check for changes periodically. Continued use of our Site or Services after any changes constitutes acceptance of those changes.

2.3. You must be over 18 years of age, or have the consent of a parent/guardian if under 18, to engage our services.

3. SCOPE OF SERVICES

3.1. Velamour offers access to professional creative service providers, including but not limited to:

- Makeup artists
- Hairstylists
- Photographers
- Videographers
- Fashion stylists
- Creative direction
- Set Designers/Stylists
- Talent (models, performers, actors)
- Content creation for commercial or personal use

3.2. Services can be booked for a variety of functions, including:

- Weddings & events
- Branding & advertising campaigns
- Corporate & commercial photography
- Editorial, fashion, or runway sessions
- Boudoir Photography
- Theatre, music, or performance work
- Family functions and photography
- Any other moment requiring creative services

3.3. Service availability is subject to the availability of individual creatives at the time of booking.

4. WHEN DOES THIS AGREEMENT START?

4.1. This Agreement between you (the "Client") and **Velamour ACN [686 631 747]** begins once you:

- Submit a quote, estimate request, or booking enquiry through the Site;

- Access or use Velamour's Services; or
- Accept a quote, invoice, or confirmation via email or booking platform.

4.2. By doing any of the above, you acknowledge that you have read, understood, and accepted the Terms and Conditions and Privacy Policy.

5. SERVICE DESCRIPTION

5.1. **Velamour** provides an online platform for customers to connect with a curated network of independent creative professionals ("Providers") for:

- Makeup artistry
- Hairstyling
- Photography
- Videographers
- Fashion styling
- Creative direction
- Talent booking (models, actors, performers)
- Set Designers/Stylists
- Content Creators

5.2. Services include access to our website, quote/payment system, customer service, and multimedia content.

5.3. We may introduce new services or features as needed.

5.4. **Velamour is not the direct service provider** on the day of your event, shoot, or function. All creative services (e.g. makeup, hair, photography) are provided by independent Providers engaged via Velamour's platform.

5.5. Each Provider is an independent contractor and not an employee, agent, or partner of Velamour. They are solely responsible for:

- Delivering the services booked;
- Meeting all legal obligations under local, state (WA), and federal law; and
- Ensuring their own compliance with **professional licensing, safety standards, and relevant industry codes of practice.**

5.6. Each Provider must:

- Hold a current **ABN** (Australian Business Number);
- Maintain valid and appropriate **public liability insurance** and any other insurance relevant to their profession;
- Comply with the **Australian Consumer Law (ACL), Equal Opportunity Act 1984 (WA), Work Health and Safety Act 2020 (WA)**, and any other relevant local laws, including use of safe, hygienic, and approved products.

5.7. Velamour does not accept responsibility or liability for the performance, conduct, or outcomes of services delivered by independent Providers. However, we may assist with dispute resolution in accordance with our Complaints and Customer Rights Policy.

6. CUSTOMER RIGHTS & FAIR TRADING

6.1. You have the right to:

- Fair, respectful treatment;
- Services delivered with care and professionalism;
- Transparent pricing and scope;
- Raise complaints and receive timely support.

6.2. Under Australian Consumer Law (ACL), services must be:

- Provided with due care and skill;
- Fit for the intended purpose;
- Delivered in a reasonable time.

6.3. If there's a major problem, you may receive:

- A refund;
- A resupply of the service;
- Compensation for foreseeable loss.

6.4. Minor issues will be resolved fairly with Velamour and the Provider. 6.5. Submit complaints within 48 hours via email. 6.6. If unresolved, contact Consumer Protection WA, ACCC, or the State Administrative Tribunal (WA).

7. DISPUTES, CONDUCT & RESOLUTION

7.1. If something goes wrong (e.g., the provider arrives late, doesn't meet your expectations, or there's a misunderstanding), we encourage you to first speak directly and respectfully with the provider. Many issues can be resolved on the spot.

7.2. If the problem continues, or you don't feel comfortable speaking directly with the provider, contact Velamour as soon as possible. Provide:

- A description of the issue,
- The provider's name and event date,
- Any supporting photos, emails, or screenshots.

7.3. Velamour does not take responsibility for the performance or conduct of individual providers, as they are independent contractors. However, we take feedback seriously and may remove or restrict providers with repeated complaints.

7.4. If payment has already been released to the provider, Velamour may be unable to issue a full refund. We may offer a refund of the **Velamour Booking Fee** or help facilitate communication with the provider to reach a fair resolution.

7.5. All users must treat Velamour staff and creatives with respect. We will not tolerate abusive, defamatory, aggressive, or threatening behaviour — online or in person. Any such conduct may result in removal from our platform or legal action.

8. TERMS OF USE AND ORDER PROCESS

8.1. Velamour lists creative services such as makeup artistry, hairstyling, photography, fashion styling, and talent bookings ("Services") on its website (www.velamour.com.au).

8.2. If you're interested in booking a service, you can submit an enquiry or request a quote through our online form ("Quote Request").

8.3. All Quote Requests are subject to Velamour's review and discretion. You may receive one or more quotes from available service providers within 48 hours ("Quote(s)").

8.4. Quotes are provided on a non-exclusive basis. Your booking is only confirmed once payment of the specified deposit and service fee is received.

8.5. If you choose to proceed with a Quote, a deposit and service fee (“Booking Fee”) will be payable. This Booking Fee is non-refundable, unless otherwise required by Australian Consumer Law.

8.6. Payment methods may include credit/debit card, bank transfer. Payment details and timelines will be outlined in your Quote.

8.7. Once your payment is received, Velamour will issue an order confirmation email. This confirmation secures your selected provider for the date and service requested.

8.8. To maintain your Booking Fee protection, all service-related communication must be conducted through the Velamour platform. Engaging in correspondence or booking add-ons outside the platform may result in forfeiture of the Booking Fee.

8.9. If you need to cancel your confirmed booking:

- More than 7 days’ notice: Full refund of deposit (minus admin/processing fee, if any)
- Less than 7 days’ notice: 50% of deposit forfeited
- Less than 48 hours’ notice: Full deposit forfeited

8.10. In rare circumstances where a provider is unable to attend (e.g. illness, emergency), Velamour will attempt to arrange a suitable replacement. If a replacement is unavailable, we will issue a refund of any unfulfilled booking.

8.11. It is your responsibility to enter the correct details, including event date, time, and service type. Any errors may impact the successful delivery of your service.

8.12. By using the Site and requesting services, you acknowledge:

- Velamour acts as a platform to connect you with service providers
- Velamour does not guarantee the suitability, licensing, or compliance of any provider
- You accept responsibility for verifying a provider’s skills, business status, or insurance if required
- Velamour is not liable for injury, illness, loss, or damages caused by a provider or their equipment/products

8.13. Personal information you provide (e.g., name, event date, contact info) must be accurate and up to date. We use this information to manage your booking and communicate with you, as outlined in our Privacy Policy.

8.14. After your service, you may be invited to leave a review. By submitting a review, you agree that Velamour may publish it on our site or social media. Your views are your own and Velamour accepts no liability for any comments made.

8.15. You must be over 18 or have permission from a parent or guardian to use our services. If you are under 18, your guardian agrees to take full responsibility for your engagement with Velamour.

8.16. You agree not to:

- Use the Site or Service for unlawful purposes
- Disrupt the Site or Services in any way
- Impersonate another person or submit false information
- Resell, sublicense, or exploit any part of the Site for commercial gain without permission

8.17. All users must provide a safe and respectful environment for Velamour's service providers. This includes:

- A clean and hazard-free space for setup
- Access to basic amenities (e.g. power, water, restrooms)
- No harassment, abuse, or intoxicated behaviour

8.18. If a provider feels unsafe or threatened, they have the right to leave immediately. In such cases, no refund will be issued unless required by law.

8.19. These Terms are governed by the laws of Western Australia and the Commonwealth of Australia. Disputes should first be addressed through Velamour's support team. If unresolved, legal remedies may be pursued through appropriate tribunals or consumer protection bodies.

9. PAYMENT TERMS

9.1. All prices are in Australian Dollars (AUD) and may include GST where applicable.

9.2. You can pay for services using the methods listed on our website or as outlined in your Quote. These may include credit/debit card, or bank transfer.

9.3. Your booking is only confirmed once the required deposit and service fee ("Booking Fee") is paid. This fee is non-refundable except where required by law.

9.4. In some cases, part of your payment may go directly to the provider, depending on the arrangement listed in your Quote. We'll let you know in advance if this applies.

9.5. Providers may set specific payment schedules (e.g. balance due on the day of service). These details will be clearly outlined in your Quote. If payment isn't made as agreed, the provider may cancel the booking, and your deposit may be forfeited unless otherwise required by law.

9.6. If you make changes after confirming your booking — such as changing the date, time, address, number of people, or services — the provider has the right to cancel the booking. In that case, the Booking Fee is non-refundable.

9.7. If the provider needs to cancel or reschedule after your booking is confirmed, we'll do our best to find a replacement. If that's not possible, your Booking Fee will be refunded in full.

9.8. Additional costs such as parking, tolls, early starts, or extended time on-site may apply. These will be discussed with you in advance where possible and added to your final invoice.

9.9. Invoices must be paid by the due date shown. Failure to pay at the commencement of each job to the provider, may result in the provider cancelling the job. No-refund will be given.

10. GOVERNING LAW

10.1. These Terms and any legal matters related to your use of Velamour are governed by the laws of **Western Australia** and the **Commonwealth of Australia**.

10.2. Any disputes, claims, or legal proceedings shall be handled within the jurisdiction of relevant courts or tribunals located in Western Australia.

10.3. We always aim to resolve issues informally first. You agree to give Velamour and the provider a fair opportunity to resolve disputes through direct communication or mediation before escalating to legal action.

11. CUSTOMER RESPONSIBILITIES

11.1. When booking a service through Velamour, you agree to provide true and accurate details, including your contact information, event date, time, and location.

11.2. You must ensure the location where the service will take place is **safe, clean, and accessible** for the service provider. This includes making sure:

- There are no trip hazards, sharp objects, broken furniture, or unsafe structures
- The area is dry, stable, and protected from harsh weather (where relevant)
- Adequate lighting and ventilation is available if required

11.3. If you have pets or animals at the property, it is **your responsibility to secure them away** from the service area. This helps ensure the safety and comfort of both the animals and the provider.

11.4. You agree to ensure that **the service environment is free from illicit substances, weapons, or any form of illegal or dangerous activity**. This applies to both private and commercial bookings.

11.5. If you're booking services on behalf of someone else (e.g. a bride, client, or business partner), you confirm you have full authority to do so and that the person receiving the service understands and agrees to these Terms.

11.6. Any failure to provide a safe, respectful environment may result in the provider refusing to complete the service. In these cases, **no refund will be issued**, unless required by Australian law.

11.7. If any injuries, loss, or damages occur due to unsafe conditions at your property or venue, **you may be held liable** under Australian common law principles of duty of care.

11.8. You agree to treat all Velamour creatives and representatives with courtesy and respect. Abuse, harassment, discrimination, or intoxicated behaviour will not be tolerated.

12. INTELLECTUAL PROPERTY

12.1. Everything on this Site — including text, images, graphics, video, logos, icons, layouts, and software — is either owned by Velamour or used with permission from the original rights holders. This is our intellectual property, and it's protected under Australian copyright and trademark laws.

12.2. By using our Site, we're giving you permission to view and use the content for personal and non-commercial use only. This means you can browse, learn, and get inspired — but you can't copy, reproduce, modify, or distribute anything from the Site without our written permission.

12.3. You agree not to:

- Copy or reproduce our content on other websites or social platforms
- Modify or create new work based on our content
- Try to access or reverse-engineer any of our systems or code
- Use our name, logo, or branding without prior approval

12.4. If you'd like to share our content or collaborate with us in a way that uses our branding, please get in touch and we'll be happy to talk about it.

13. CONTENT USE & IMAGE RIGHTS

13.1. If you purchase photography or creative content through Velamour, you may use it for personal or business purposes — unless your contract states otherwise.

13.2. Velamour and our creative team may ask to feature your project (photos, video, styling) on our website, social media, or portfolios. We'll always get your written consent before using any identifiable images, and we respect your right to say no.

13.3. Copyright for images or content created by our photographers, stylists, or creatives remains with the creator unless there's a written agreement transferring those rights.

13.4. If you'd like full ownership or exclusive rights for commercial use, this must be arranged with the provider in writing and may involve additional licensing fees.

14. REPRESENTATIONS & WARRANTIES

14.1. Sometimes our website or services might be temporarily unavailable due to maintenance, updates, technical issues, or things beyond our control. We'll try to give you notice where possible, but we can't promise uninterrupted access.

14.2. We do our best to make sure all information on our Site is accurate and current, but we can't guarantee it's 100% up to date or error-free. Always double-check important details before making decisions based on what you read here.

14.3. Our Site is provided "as is". We don't make any guarantees — express or implied — about its performance, reliability, or suitability for your specific needs. This includes not guaranteeing that:

- The Site will be free from bugs, viruses, or interruptions
- Information on the Site will always be complete or accurate
- Our platform will work perfectly on every device or browser

14.4. You're responsible for taking your own precautions when browsing online, including running virus protection and securing your devices.

14.5. Velamour reserves the right to suspend, restrict, or cancel your access to the Site at any time if you breach these Terms, behave inappropriately toward creatives, or misuse our platform.

14.6. We are not liable for any loss, damage, or expense you may suffer as a result of using our Site, relying on its content, or hiring a service provider — except as required under Australian Consumer Law.

15. LIMITATION OF LIABILITY

15.1. While we always aim to provide reliable, professional service through Velamour and our listed creatives, sometimes things don't go to plan. We are not legally responsible (to the extent permitted by law) for:

- Things that are outside our control (like power outages, extreme weather, illness, or venue-related issues);
- Actions or mistakes made by third-party creatives or providers listed on our site;
- Any loss or damage you or someone else experiences that wasn't reasonably foreseeable or that's considered indirect or consequential (like lost income, missed opportunities, or emotional distress).

15.2. If Velamour is found to be liable (and it's not something the law allows us to avoid), our total liability is limited to either:

- Re-supplying the service; or
- Refunding the amount you paid for the service — whichever we decide.

15.3. Nothing in these Terms excludes your rights under the **Australian Consumer Law**. If something goes seriously wrong and it's our fault, we'll do what the law requires — and often more, because we care about getting it right.

16. INDEMNITY

16.1. You agree to take responsibility if your actions (or failure to act) cause Velamour to face a legal issue, claim, or loss. This includes claims brought by creatives, venues, third parties, or any regulatory body due to:

- Your misuse of the site or services;

- Breaching these Terms or any legal requirement;
- Providing false, misleading, or incomplete information during a booking;
- Any harm caused to a service provider or their property due to your negligence.

16.2. In short — if we face a legal problem because of something you did (or didn't do), and we had no control over it, you may need to cover our reasonable costs.

17. PRIVACY & DATA COLLECTION

17.1. Velamour respects your privacy. We handle your personal information in line with the **Privacy Act 1988 (Cth)** and the **Australian Privacy Principles (APPs)**.

17.2. We collect personal details (like your name, email, event info, or feedback) so we can manage your bookings, connect you with creatives, improve our services, and — if you opt in — keep you in the loop about updates or special offers.

17.3. We never sell your information. We only share it with trusted providers to help deliver your requested service.

17.4. For full details about what we collect, how we use it, and how to update or delete your info, please read our [Privacy Policy].

18. WEBSITE USE AND CONTENT

18.1. The Velamour website and all content on it (like logos, branding, images, and text) belong to us or our partners. You can browse, screenshot for personal use, and share our site — but you can't copy, re-use, or sell our content without permission.

18.2. If you upload any content (like reviews or testimonials), you give Velamour the right to use it on our platforms — unless you ask us not to.

18.3. We do our best to keep the website accurate and updated, but we can't guarantee it will always be error-free or available 24/7. We're not responsible for delays, outages, or third-party technical issues.

19. CHANGES TO THIS AGREEMENT

19.1. Velamour may update these Terms from time to time without prior notice.

19.2. The latest version will always be available on our website at www.velamour.com.au.

19.3. If you continue using the Site or Services after changes are published, it means you accept the updated Terms.

19.4. If you do not agree with any updates, you should stop using the Site and Services immediately.

20. SPECIAL OFFERS & PROMOTIONS

20.1. Velamour may offer special promotions, discounts, or competitions from time to time.

20.2. These may have additional terms and conditions, which will be clearly provided at the time of the offer.

20.3. If there's any conflict between promotional terms and these Terms, the promotional terms will apply — but only for that specific offer.

20.4. Offers are made at Velamour's discretion and may be changed or withdrawn at any time.

21. COMPLAINTS & FEEDBACK

21.1. If you have a concern or complaint about a service, provider, or your experience with Velamour, please contact us at admin@velamour.com.au.

21.2. We aim to acknowledge all complaints within **2 business days** and respond with a resolution or update within **10 business days**.

21.3. If your issue remains unresolved, you may contact **Consumer Protection WA** or lodge a complaint with a relevant dispute resolution body.

22. ENTIRE AGREEMENT

22.1. These Terms and our Privacy Policy form the complete agreement between you and Velamour.

22.2. They replace any previous discussions, promises, or assumptions — whether written or verbal.

22.3. You agree that you have not relied on any other representation not included in this Agreement.

22.4. This does not affect any rights or guarantees you may have under Australian Consumer Law.

23. NOTICES & COMMUNICATION

23.1. Any formal notices or legal communications should be sent in writing via email to admin@velamour.com.au.

23.2. Emails will be considered received on the day they are sent, provided no bounce-back or failure notice is received.

24. SEVERABILITY

24.1. If any part of these Terms is found to be invalid, unlawful, or unenforceable, that part will be removed and the rest will continue to apply as normal.

DEFINITIONS & GLOSSARY

“Agreement”

The entire legally binding contract between you (the Client) and Velamour, made up of these Terms & Conditions and our Privacy Policy.

“Velamour” / “we” / “us” / “our”

Refers to Velamour Pty Ltd (ACN 686 631 747), the company providing access to creative professionals through www.velamour.com.au.

“You” / “Client” / “Customer”

The person, business, or entity engaging Velamour's services or using the Site.

“Site”

Our website is located at www.velamour.com.au, including all subpages, digital tools, and booking systems.

“Services”

The creative services offered via Velamour, including (but not limited to) makeup artistry, hairstyling, photography, videography, fashion styling, content creation, creative direction, and talent bookings.

“Providers” / “Creative Providers” / “Creatives”

Independent contractors listed on Velamour who deliver the booked services. They are not employees or agents of Velamour.

“Booking”

A confirmed engagement between you and a Provider, facilitated via Velamour, for a specified date, time, and service.

“Booking Fee”

A non-refundable service fee (unless required otherwise by law) paid to secure a creative provider through Velamour.

“Quote” / “Quote Request”

A price estimate provided by Velamour or its listed creatives, based on the information you submit about your event or required service.

“Deposit”

An upfront partial payment required to secure your booking. This may be included as part of the Booking Fee.

“Australian Consumer Law (ACL)”

National consumer protection legislation under the **Competition and Consumer Act 2010 (Cth)**. It guarantees your rights when buying services in Australia.

“Consumer Protection WA”

A division of the Western Australian Department of Mines, Industry Regulation and Safety that helps consumers resolve disputes and understand their rights.

“Minor Issue”

A small or fixable issue with your service that does not amount to a major failure under Australian Consumer Law.

“Major Failure”

A serious issue that makes a service unusable, unsafe, or significantly different from what was agreed. This may entitle you to a refund or compensation.

“Third-Party”

Anyone who is not directly part of this Agreement (e.g., venues, guests, unlisted creatives, other contractors).

“Platform”

Refers to the digital tools, communication systems, and service booking features made available via Velamour’s Site.

“Force Majeure”

Events outside Velamour’s or a provider’s control (like natural disasters, pandemics, extreme weather, power outages) that prevent a service from being delivered.

“Content”

Any images, videos, text, designs, or other creative output provided or displayed through Velamour.

“Intellectual Property”

Legal rights to original creations — including photographs, logos, branding, video, and text — owned by Velamour or its creatives.

“Review” / “Testimonial”

Customer-submitted feedback or opinion, which may be shared publicly on Velamour’s Site or social media with your permission.

“Privacy Policy”

Our policy outlining how we collect, use, store, and protect your personal information, in accordance with the **Privacy Act 1988 (Cth)** and Australian Privacy Principles (APPs).

“Notice”

Any formal written communication sent between you and Velamour, usually via email.