

TERMS AND CONDITIONS

Overview

This website is operated by Ruby Simone Beauty. Throughout the site, the terms “we”, “our”, “us” and “the Company” refer to Ruby Simone Beauty. Ruby Simone Beauty offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated herein.

Please read these terms carefully. By visiting and using our site, or purchasing from our site, you indicate that you accept these terms and agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

The term “the Customer” refers to anyone making an order, purchase, or request therefore from the Company.

ORDER

Any purchase order is subject to acceptance by the Company. Acceptance thereof will be communicated via our online store or, if dealing outside of the store with one of Ruby Simone Beauty sales representatives, acceptance will be communicated within 2 business days of receipt of an executed copy of the purchase order.

Upon acceptance, this purchase order will become a binding agreement between the Customer and Company.

After Acceptance, if the Customer wishes to cancel or vary the order, the Customer shall be liable for any costs of manufacture incurred by the Company up to the time that the Company has received notice of and acknowledged the Customer’s intent to cancel.

PRICE & PAYMENT

The price of any item or service is the price indicated on our online store or via a quotation provided by one of Ruby Simone Beauty Sales Representatives.

The Company reserves the sole right to change the price of any item, items, and/or orders in the event of a variation to the quotation.

The Customer shall not be entitled to make any deduction in respect of the price of any product or service from the Company relating to any set-off or counterclaim by the Customer against the Company.

CLAIMS, DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

All claims for any damage and/or defect(s) in the goods purchased by the Customer must be made to the Company in writing within 2 days of the date of delivery of the goods, otherwise the goods are deemed to be accepted and in good order and condition.

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality, or due to a technical issue.

Ruby Simone Beauty aims to ensure all our clients are satisfied with our products. Please contact us if you have any issues and we will do our best, within reason, to rectify any issues.

RECOVERY

Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company for all, directly and indirectly, related legal costs incurred by the Company.

GENERAL

The Terms and Conditions of Trade may not be altered without our express prior, written consent. Any alterations must be clearly marked and agreed to by us.

The Customer's non-adherence to any of the terms set out above does not in any way constitute an acceptance on our part or a waiver of the Company's rights. These Standard Terms of Sale will be interpreted according to the laws of Queensland and the courts having such jurisdiction in Queensland. If any provision of the Terms and Conditions of Trade shall at any time become void, voidable or unenforceable, all remaining provisions shall nevertheless continue to be of full force and effect.

These Terms of Sale offered by Ruby Simone Beauty are the only Terms of Sale offered and are not overridden or superseded by any other Terms which the Customer may add or append to their Purchase Order. Any additional terms attached to a Purchase Order are not agreed and will not be read by Ruby Simone Beauty staff, as there has been no allowance in any quote given for any additional costs in time or fees, or any other costs in assessment, or delivery of goods, or retention or late payments, or any other additional unquoted costs, or any Terms which the Customer may attach to their Purchase Order.

INDIVIDUAL RESULTS

Members Ruby Simone Beauty Team are not able to accurately predict individual results or performance and therefore cannot be held liable. Individual results of the available products will vary.

PERSONAL USE

The products that are prescribed to you from our website are for your personal use only. It is illegal for you to share or resell any products purchased from the Company.

FRAUDULENT INFORMATION

By supplying personal information with us at Ruby Simone Beauty, you agree to provide the most truthful and up to date information. If you choose to falsify any personal information (including your identity) on your account or within our clinics, you are committing fraud and can be subject to legal action.

SALE OF PRODUCTS

Ruby Simone Beauty is not responsible should your product break, be stored incorrectly, or not used within the expiry date.

Treatments are not transferable between individuals. We require at least 24 hours notice to be given prior to any treatment cancellation. If any cancellations are made within 24 hours of the treatment or you do not attend the treatment at the specified time, we reserve the right to retain your deposit. In the case of pre-paid treatments, the cost in its entirety will be forfeited.

Refunds will be supplied if required in accordance with the Australian Consumer Law. We do not refund in the case of a change of mind. Some of our treatments may not be suitable for you. Our Team will exercise due care, however, it is ultimately your decision to discern if a treatment or product is viable for you.

The Ruby Simone Beauty team are considerate of personal circumstances changing, however, it is wholly your responsibility to ensure you are able to commit to your treatment plan and investment purchased at your chosen clinic, for the entire duration of your treatment course within the date of validity.

We require at least 24 hours notice of pre-paid treatment cancellations, any cancellations within 24 hours of the treatment or if you do not attend the treatment at the specified time, will be forfeited and not refunded.

These terms are agreed to upon your purchase of prepaid treatments.

All treatments purchased via our online system are subject to the same regulations as previously stated.

Treatments purchased online are not transferable between individuals or treatment areas.

Promotional sales are not in conjunction with any other promotional offers. Unless stated otherwise.

USAGE RESTRICTIONS

By accessing the Ruby Simone Beauty website, you agree to solely use it for your personal non-commercial use, not violate website security, and will abide by the Terms and Conditions of Ruby Simone Beauty. Registering on the Ruby Simone Beauty site does not promote or obligate you to purchase or use our services on the website.

THIRD-PARTY LINKS

Certain content, products, and services available via Ruby Simone Beauty may include materials sourced from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with Ruby Simone Beauty. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or website.

Please review the third-party's policies and practices carefully, and make sure you understand them before you engage in any transaction.

Any complaint, claim, questions, concerns, or feedback regarding third-party products should be directed to the third-party.

IMAGES, COPYRIGHT, LICENSING, AND USAGE

Images used in this website are for general reference only.

All photographed images and illustrations, and all other writing and content on this website are the property and copyright of Ruby Simone Beauty. Images and website content owned by Ruby Simone Beauty and managed by it are protected under Australian and international copyright laws. No images or content or their parts may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, or otherwise without prior written permission from Ruby Simone Beauty. Ruby Simone Beauty is assertive in pursuing circumstances where it perceives the copyright of its work has been breached and where it perceives the law has been broken.

All Ruby Simone Beauty images and content requested and purchased through it are offered on an individual license basis and are non-exclusive. The copyright of the image is always retained by Ruby Simone Beauty. The licenses serve to protect the rights of Ruby Simone Beauty. When an image is licensed, there will be standard terms and conditions of use outlined with your specific usage rights. This takes effect once the license has been agreed, with the full Ruby Simone Beauty licensing and purchasing terms. Please contact Ruby Simone Beauty should you require these terms or further information.

When images or content are licensed by Ruby Simone Beauty, the usage is specified on the invoice and cannot be used for any other purpose and may not be transferred by you to a third party (including secondary rights) or publication without further prior agreement by Ruby Simone Beauty. The license will state the media use, duration rights, and the territories for the usage. Reproduction of an image may only take place once license terms have been agreed and a license granted, and all confirmed in writing. Following Ruby Simone Beauty permission to use an image or content, all images or content must be destroyed after use or on expiry of the license term and must not be stored beyond this date unless our express permission is given in writing. Any use of images not abiding by these conditions will be considered as a breach of these terms and an infringement of copyright. As a result, Ruby Simone Beauty reserves the right to claim any damages that this incurs.

By downloading images or any content from our website, either as a new payment or with an agreed pricing arrangement with Ruby Simone Beauty, you are agreeing to Ruby Simone Beauty non-transferrable Licensing Terms, which accompany all downloaded files and products, and outlines the terms and conditions of the license.

A fee is generally payable to license any rights-managed image or content. The fee is based on how the image is going to be used. This will be calculated by such factors as the media use, the reproduction size and position, period of use, size of print run, and distribution territory. Ruby Simone Beauty calculates this fee by relying in good faith on the information provided by the licensee. Incorrect information can lead to a surcharge on the originally agreed fee and may lead to a cancellation of the license. If an invoice issued by Ruby Simone Beauty for the usage fee is not paid in full by the terms of the invoice, the license will be canceled, and non-payment will be considered as a breach of these terms. As a result, Ruby Simone Beauty reserves the right to claim any damages that this incurs. Images may not be re-sold, rented, or reassigned by you and any third-party use must be agreed by Ruby Simone Beauty under license in accordance with these terms.

The rights to alter any image or content rests with Ruby Simone Beauty and its opinion and express consent must be sought and agreed to on any alteration request.

All images must be reproduced with or in the spirit of an accompanying caption. If there is any doubt by the licensee, then verification should be sought before publication.

With all editorial rights-managed images, the copyright holder/photographer should be credited with any reproduction of their work. The credit line should read Ruby Simone Beauty. The preferable location for this credit line is immediately adjacent to the image or in the acknowledgments or credits section. For all commercial and advertising uses, Ruby Simone Beauty requests that the licensee would use reasonable effort to provide the same credit line. Failure to do so may incur an additional charge of 20% of the original license fee.

Ruby Simone Beauty requests at least two copies of any publication featuring an image reproduction upon publication.

The licensee is responsible for clearing all necessary permissions from third parties, be they people, buildings, art, artistic craftsmanship, animals, which may include trademarks, personality rights, property rights, fine art rights, etc. The licensee shall indemnify and hold Ruby Simone Beauty harmless against any and all claims, liability, damages, costs, and expenses (including reasonable legal fees and expenses) arising out of the use of any images for which:

No release was furnished by Ruby Simone Beauty in writing,

The use of any images exceeds the scope of the release provided by Ruby Simone Beauty.

The licensee will also indemnify and hold Ruby Simone Beauty harmless against all claims, liability, damages, and expenses (including reasonable legal fees and expenses) in connection with any third party claim arising out of the use of the images and content, including, but not limited to, defamation, right of privacy, right of publicity and obscenity claims. Ruby Simone Beauty liability for all claims shall not exceed in any event the total amount invoiced per particular image. Ruby Simone Beauty makes no representation or warranty with respect to the use of any names, trademarks or works of art depicted in any image or the accuracy of captions accompanying any images.

COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

By making any suggestions, proposals, plans, ideas, or other materials made to Ruby Simone Beauty, whether online, in writing, by email, or to our contact page, by postal mail, or via one of our Social Media platforms, you agree that we may, at any time, without restriction, edit, copy, publish and distribute and otherwise use in any medium.

We are under no obligation to maintain comments in confidence, to pay compensation for any comments, or to reply to any comments.

We reserve the right to edit or remove content that we determine rude, unlawful, offensive, obscene, or for any other unstated reason.

Ruby Simone Beauty reserves the right to block or remove individuals from any communications from our company if any of the above are deemed to be violated.

CONTACT INFORMATION

Questions about our Terms should be sent to us at victoria@rubysimone.com.au

RETURNS & REFUNDS

Ruby Simone Beauty does not, under any circumstances, accept returns for changes of mind.

GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of Queensland, Australia whose courts are the courts of exclusive jurisdiction. This agreement will not be governed by the United Nations Convention on contracts for the international sale of goods or any other similar convention or laws, the application of which are expressly excluded, save for infringement of copyright or non-payment of our invoices where it will be non-exclusive.

Ruby Simone Beauty reserves the right to change these terms: privacy policy, prices, information, and license terms, featured on this website without notice. No action of Ruby Simone Beauty, other than an express written waiver or amendment, may be construed as a waiver or amendment of any of these terms or privacy policy. Should any clause of these terms or privacy policy be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.

COUPONS, DISCOUNTS, VOUCHERS, AND GIFT CERTIFICATES

Ruby Simone Beauty reserves the right to edit, change, or delete any sales, coupons, or discounts without notice.

Not transferable to cash.

Not shareable between person, unless it is transferred in its full amount

Gift Certificates purchased at a sale price are valid for 12 months.

Full price gift certificates are valid for 3 years.

CONFIDENTIAL MEDICAL INFORMATION

All information collected by Ruby Simone Beauty, including sensitive medical information, is stored securely and is not shared.

When you purchase products from our store, as part of the buying and selling process, we collect all required personal information from you such as your name, address, and contact details.

When you browse our store, we automatically receive your computer's internet protocol (IP) address in order to provide us with information about your browser and operating system that helps to ensure any problems with the website are immediately dealt with by our IT department.

Email marketing (if applicable) – with your permission, we may send you emails about our new store, specials, promotions, new products, and other relevant updates.

When you provide us with personal information to complete a transaction, verify your credit card, place an order or arrange for a delivery, we imply that you consent to our collecting of it and using it for that specific reason only.

If we ask for a secondary reason, such as marketing, we will ask you directly for your express consent and will provide you with an opportunity to say yes or no.

If, after you opt-in, you change your mind, you may withdraw your consent for us to contact you at any time. Please contact us at victoria@rubysimone.com.au

DISCLOSURE

We will not disclose any of your information securely stored behind firewalls, except in the below circumstances.

If required by law to disclose your information, or if you violate our Terms and Conditions, we may disclose such information.

PAYMENT

Ruby Simone Beauty uses Westpac for its online transactions. Westpac processes online credit card transactions, providing a safe and secure means of collecting payments online. When you provide your payment information, we transmit it via an encrypted connection to Westpac. Westpac uses and processes your payment information in accordance with their Privacy Policy. All online credit card transactions performed on this site using Westpac are secured payments. Payments are fully automated with an immediate response. Your complete credit card number cannot be viewed by Ruby Simone Beauty or any outside party.

The security of your personal information is extremely important to us. When you enter sensitive information (such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When credit card details are collected, we simply pass them on in order to be processed as required. We follow industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you

have any questions about security on our website, you can email us at victoria@rubysimone.com.au

THIRD-PARTY SERVICES

Any information collected by third-party providers will not involve Ruby Simone Beauty. We suggest referring to their Terms & Conditions, and Privacy Statements.

This includes links to any third-party websites via our website.

QUESTIONS AND CONTACT INFORMATION

If you would like to contact us, access information provided to use, amend or delete any personal information we have about you, or simply want more information please contact us at victoria@rubysimone.com.au