

Training Policy

Below are Fab Lashes Limited Training Terms and Conditions. Purchase of a training package from our online shop will be deemed to be acceptance of our Terms and Conditions as below.

Acceptance of Terms & Conditions

Below are Fab Lashes Limited Terms and Conditions. Before commencement of training all Trainees must acknowledge their acceptance of these Terms and Conditions by signing at the bottom of this page.

Terminology

Where the term 'Trainee' is used in this documentation it also refers to the buyer of such training for the Trainee and their affiliates.

Application of products

The Trainee acknowledges and accepts that all products sold by Fab Lashes Limited must be used with great care to prevent an accidental injury, especially when performing work near an individual's eye. While we undertake all lash applications using the safest of techniques, there is still the possibility of injury due to unforeseen circumstances. The Trainee must agree that they will do their utmost at all times during treatments to protect their client and reduce any possibility of injury.

Hands on training

The Trainee is aware that this workshop is a "hands-on" training experience. At times Trainees may be asked to supply a lash extension model for the purpose of practical experience. All practical work will be done with the utmost care, under careful and close supervision by the workshop tutor, however Trainees agree to accept that there are some risks associated with providing treatments and will take the utmost care to avoid any injury to models and will ensure they follow the Tutors instructions at all times.

Certification

Certification is a two part process and is not complete at the conclusion of the workshop. To finalise the certification process Trainees must, following their workshop, practice their skills by completing at least ten successful treatments. Trainees must take clear "before and after" photos of these ten clients and send the photos, including the procedure history of each treatment to Fab Lashes Limited for review. Following review, any feedback regarding workmanship and technique will be offered and, after receipt of at least ten treatments, assuming Fab Lashes Limited deems the Trainee's workmanship to be of a satisfactory standard, Certification will be issued. Fab Lashes Limited marketing material is not to be displayed until Certification is complete.

Additional Training

In the case of a Trainee not meeting the required standard to receive certification - Fab Lashes Limited may offer the Trainee the option to attend an additional workshop either free of charge or at a discounted rate, to allow them the opportunity to develop their skills to the required level. This extra training may or may not lead to certification depending on the Trainees development of skills. In no circumstance will the Trainee be reimbursed for the cost of the initial workshop.

Decertification

Fab Lashes Limited reserves the right to revoke certification of trainees who have received certification at any given time, upon decertification a Trainee must immediately return any certificates, training manuals or other educational materials belonging to Fab Lashes Limited. Decertification will occur if a Trainee is found to be in violation of this agreement or if Fab Lashes Limited received repeated complaints in regard to the trainees technique or unprofessional business ethic, or if the Trainee has revealed Fab Lashes Limited training systems, training manual or other educational material to other individuals.

Prohibition on use of workshop materials or training

Trainees are explicitly prohibited from using Fab Lashes Limited copyrighted workshop material to train others or for reproduction. Trainees are expressly prohibited from demonstrating any of the techniques or procedural information learned in a Fab Lashes Limited workshop to any other person.

Breach of training prohibition

If a Trainee (or affiliate) is found to have breached the above condition then Fab Lashes Limited reserves the right to:

- a) cease selling products to that Trainee/Salon
- b) pursue all legal remedies allowed by law

Refund and Cancellation Policy

There is a non-refundable charge of \$250 should a workshop be cancelled by a Trainee more than seven (7) days prior to your scheduled training date. If a workshop is cancelled by a Trainee within 1 (one) to 7 (seven) days prior to scheduled workshop date, a non-refundable charge of \$350 will apply. Lack of notification of cancellation will negate any refund from your workshop fee. Any travel costs associated with training are non-refundable and will be deducted from the booking deposit.

Limitation of Liability

To the full extent permitted by law, in no event will Fab Lashes Limited or its directors, officers, owners, employees, independent contractors, suppliers and licensors be liable for any claims, demands, damages, liabilities, suits, attachments, judgments, losses, penalties, fines, settlements, expenses, including court costs and reasonable attorneys' fees incident thereto; indirect, special, incidental, economic, consequential, exemplary or punitive damages arising out of the use or misuse of products or services sold by Fab Lashes Limited. The Trainee shall indemnify, defend and hold harmless Fab Lashes Limited for all such claims and actions in each case notwithstanding the actual or alleged negligence (whether active or passive, sole or concurrent, simple or gross), strict or statutory, provided that the Fab Lashes Limited liability will be limited to the purchase price of the product to the full extent permitted by law.

Recording and photography in training

All information related to the Trainee during training workshops is deemed to be private and confidential. The Trainee agrees not to record, photograph, video or otherwise during training without the consent of Fab Lashes Limited.

Intellectual Property

Fab Lashes Limited, in its sole discretion and for any reason it may deem reasonable, reserves the right to prohibit Trainee's, or any affiliates, use of its brands and logos. This includes all marketing materials, including posters, brochures, post cards, instruction manuals, etc. Causes for such prohibition include but are not limited to; the Trainee being found in violation of any part of this agreement; repeated complaints in regard to the trainee's technique or unprofessional business ethic, or if the Trainee has revealed Fab Lashes Ltd training systems, training manual or other educational material to other individuals.

Governing Law

At all times this Agreement shall be governed by and construed in accordance with the laws of New Zealand. Any dispute under this Agreement shall be settled by arbitration in New Zealand.