THE MAKEUP BAR PERTH

LIMITED EDITION BRUSH COLLECTION

WEBSITE TERMS & CONDITIONS

Australian consumer sales | Western Australia | Sole trader

Seller: Alex Bronwyn Ledo, sole trader trading as **The Makeup Bar Perth**
Customer service: Alexbronwynmua@hotmail.com
Effective date: 12 November 2026

These Terms & Conditions apply to purchases of the Limited Edition Brush Collection and related accessories made through The Makeup Bar Perth website. By placing an order, you agree to these terms. They should be read with the product listing, checkout information and any separate shipping and privacy policies.

Nothing in these terms excludes, restricts or modifies a right or guarantee that cannot lawfully be excluded under the Australian Consumer Law (ACL) or other applicable law.

1. Seller and business details

The seller is Alex Bronwyn Ledo, operating as an individual sole trader trading as The Makeup Bar Perth. A sole trader business is not a separate legal entity from its owner. These terms apply to sales made by the seller under that trading name.

2. Product information and variations

The Limited Edition Brush Collection is described on the product page and may include seven synthetic makeup brushes with maroon handles, light-gold ferrules and AlexBronwynMUA branding, together with a silicone magnetic brush bag. The product page at the time of purchase sets out the exact inclusions, specifications, price and availability.

We take reasonable care to display product colours and finishes accurately. Colours may appear differently depending on screen settings, lighting and photography. Minor variations in colour, finish, packaging or appearance do not necessarily mean a product is faulty, provided it remains materially consistent with its description. Your ACL rights remain unaffected.

3. Orders, pricing and payment

An order is an offer to purchase. We may contact you to clarify order details or resolve a payment issue. An order is accepted when we confirm acceptance or dispatch the product. Prices are displayed in Australian dollars unless stated otherwise. Delivery charges and other mandatory charges will be shown before checkout is completed.

If a genuine pricing or listing error occurs, we will contact you before dispatch and give you the option to proceed at the correct price or cancel for a refund of amounts paid. This clause does not allow us to avoid obligations under the ACL.

4. Shipping and delivery

Orders will be sent to the delivery address provided at checkout. Please check that the address and contact details are accurate. Contact us promptly if you notice an error; we cannot guarantee that an order can be redirected after dispatch.

Delivery timeframes are estimates unless we expressly confirm a guaranteed date. Carrier delays, weather, peak periods and events outside our reasonable control may affect delivery. Tracking details will be provided where available.

If your order has not arrived within the stated or a reasonable delivery period, or arrives damaged, incomplete or incorrect, contact Alexbronwynmua@hotmail.com with your order details. We will investigate and resolve the issue in accordance with our legal obligations. Nothing in this section removes your rights if goods are not delivered as agreed or within a reasonable time.

5. Change-of-mind returns

Unless we expressly offer a more generous returns policy, we do not provide a refund or exchange simply because you change your mind, choose the wrong product, no longer want the product or find it cheaper elsewhere.

This change-of-mind policy does not apply where the ACL or another law gives you a right to a remedy. For hygiene reasons, we ask customers to take care when handling brushes and avoid using or contaminating products they may wish

to return under any voluntary change-of-mind arrangement. This hygiene request does not remove statutory consumer guarantee rights.

6. Faulty, damaged, incorrect or not-as-described products

Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You may be entitled to a repair, replacement, refund or other remedy if a product is faulty, unsafe, not of acceptable quality, not fit for a disclosed purpose, or does not match its description.

The appropriate remedy depends on the nature and seriousness of the problem and the ACL. For a major failure, you may generally choose a refund or replacement. For a minor failure, we may be entitled to repair the product within a reasonable time. We will assess each issue in accordance with the law.

If you believe an item is faulty, damaged in transit, incorrect or not as described, please contact us as soon as reasonably practicable and provide your order number, a description of the issue, when you noticed it, and photographs or video where helpful. We may ask to inspect or have the product returned so we can assess the issue.

Where a product is confirmed to have a problem covered by the ACL, we will meet our legal obligations, including reasonable return costs where required. You do not need the original packaging to exercise ACL rights. We may ask for reasonable proof of purchase, such as an order confirmation or receipt.

7. Intended use, cleaning and care

Our brushes are intended for ordinary cosmetic application. They are not toys, food utensils, medical devices or products for purposes other than their stated cosmetic use. Keep them away from young children unless supervised and store them safely when not in use.

• Clean brushes regularly with a suitable brush cleanser and follow the cleanser manufacturer's instructions.

• Avoid soaking the ferrule or handle, prolonged immersion, harsh solvents, excessive heat and forceful pulling or twisting of bristles.

• Reshape brush fibres gently after cleaning and allow brushes to dry fully in a well-ventilated area before storage.

• Do not store damp brushes in a closed silicone case for prolonged periods.

• Inspect brushes before use and stop using any brush that appears damaged or unsafe.

Damage caused by misuse, accidents, improper cleaning, failure to follow supplied care instructions, unauthorised modification or ordinary wear and tear may not be covered by a consumer guarantee to the extent that the issue was caused by that conduct. We will assess each claim on its facts and will not automatically reject a claim simply because a product has been used.

8. Skin sensitivity, allergies and hygiene

Individual skin sensitivities and allergies vary. If you have a known sensitivity to a material or cosmetic product, review available product information and consider seeking appropriate advice before use. Stop using a brush if irritation or an unexpected reaction occurs. Seek medical advice if symptoms are severe, concerning or persistent.

Product information is general information and is not medical advice. We do not represent that a brush will be suitable for every person or every sensitivity. This clause does not exclude liability for a product safety defect or any right under the ACL. Customers are responsible for cleaning brushes appropriately between uses, particularly when brushes are shared or used on multiple people.

9. Product safety concerns

Please stop using a product if you believe it may be unsafe and contact us with details of the product, purchase and concern. We may request photographs, identifying information or return of the product to investigate. We may take reasonable steps to liaise with suppliers or manufacturers and take corrective action where required. Nothing in these terms limits any product safety, recall, notification or mandatory reporting obligation imposed by law.

10. Liability

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy under the ACL or other applicable law where it would be unlawful to do so.

To the maximum extent permitted by law, we are not responsible for loss, damage or injury to the extent it is caused by a customer's misuse of the product, failure to follow supplied care or safety instructions, unauthorised modification, or use for a purpose for which the product was not designed.

To the maximum extent permitted by law, we exclude liability for indirect or consequential loss that is not reasonably foreseeable and is not otherwise recoverable under applicable law. This does not exclude liability that cannot lawfully be excluded, including liability arising from a failure to comply with the ACL. No wording in this section excuses us from responsibility for supplying goods that comply with consumer guarantees and applicable product safety laws.

11. Intellectual property

Original branding, logos, product names, product photography, written content, instructional materials and website content created for or owned by Alex Bronwyn MUA are protected by applicable intellectual property laws. They may not be copied, reproduced, modified, distributed, republished or used commercially without prior written permission, except where permitted by law.

Purchasing a brush set does not transfer ownership of our branding, artwork, photographs, designs or other intellectual property. You may use the brushes for their ordinary intended purpose, including professional makeup work, but may not represent our branding or creative materials as your own.

12. Privacy

We collect and use personal information to process orders, arrange delivery, provide customer support and meet legal obligations. Our website should also contain a separate Privacy Policy explaining how personal information is collected, used, disclosed, stored and accessed. Payment processing may be handled by third-party payment providers under their own terms and privacy practices.

13. Website availability and changes

We aim to keep website information accurate and available but do not guarantee uninterrupted access or that the website will always be free from errors. We may update website content or these terms from time to time. Changes apply from the date published and will not retrospectively remove rights relating to an order already placed.

14. Governing law

These terms are governed by the laws of Western Australia and the applicable laws of the Commonwealth of Australia. Any dispute will be dealt with by a court or tribunal with appropriate jurisdiction. This clause does not prevent a consumer from exercising rights under applicable Australian consumer law.

15. Contact and complaints

For order enquiries, product concerns, consumer guarantee claims or complaints, contact:
Alex Bronwyn Ledo
Trading as The Makeup Bar Perth
Email: Alexbronwynmua@hotmail.com

Please include your order number and a clear explanation of the issue so we can respond efficiently. We aim to respond within a reasonable time.

PRE-PUBLICATION CHECKLIST

Before adding this document to your website:

• Confirm that The Makeup Bar Perth is the correct registered business name for the product sales and that it is displayed consistently on your website, invoices and checkout.

• Add your ABN to your website's business/contact details and invoices where required. It has not been inserted here because you have not supplied it.

• Publish a separate Privacy Policy and clear Shipping/Delivery Policy; this document does not replace them.

• Make sure the product page accurately describes the brush fibres, handle and ferrule finish, number of brushes, brush bag and all inclusions.

• Display the total price and delivery charges before checkout is completed.

• Keep supplier invoices, product specifications, production/batch details, quality checks, customer complaints and records of safety incidents.

• Check ACCC mandatory reporting requirements promptly if you become aware of a death, serious injury or serious illness associated with a consumer product you supplied.

• Consider product liability and public liability insurance and confirm that the policy covers the products, activities, sales channels and territories involved.

Legal limitation

This document is a practical draft, not legal advice and not a substitute for review by an Australian commercial/consumer-law solicitor. Terms and conditions cannot guarantee that a seller will never face a claim or liability. As a sole trader, you and the business are not separate legal persons, and you may be personally liable for business obligations. Appropriate insurance and safe product sourcing, testing, labelling and record-keeping are also important.

Official Australian references

• ACCC — Consumer rights and guarantees: https://www.accc.gov.au/business/selling-products-and-services/consumer-rights-and-guarantees

• ACCC — Repair, replace, refund or cancel: https://www.accc.gov.au/business/problem-with-a-product-or-service-you-sold/repair-replace-refund-cancel

• WA Consumer Protection — Consumer guarantees: https://www.consumerprotection.wa.gov.au/consumer-guarantees

• WA Consumer Protection — Returns, refunds, repairs and replacements: https://www.consumerprotection.wa.gov.au/returns-refunds-repairs-and-replacements

• ACCC Product Safety — Mandatory reporting: https://www.productsafety.gov.au/business/make-a-mandatory-report

• business.gov.au — Business names, trading names and legal names: https://business.gov.au/Planning/New-businesses/Business-names-trading-names-and-legal-names

Prepared 12 November 2026. Check official guidance for current requirements before publication.