



Make Up & Hairdo
For events, performance, & editorials

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE TERMS AND CONDITIONS

Definitions : Interpretation:

Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes emails, text messages (SMS), faxes and all social media messaging services including, but not limited to Facebook messenger, Instagram messaging service, Skype, WhatsApp and Viber

Supply of Services

The Make Up Artist shall supply the Services to the Client in accordance with the Specification in all material respects with a quote as per her website.

The Make Up Artist shall use all reasonable endeavours to meet any event dates specified by the Client, but is not obliged to comply with dates prior to final agreement. The Make Up Artist will not be obliged to comply with estimates of dates and times.

The Make Up Artist reserves the right to amend the specification if necessary in order to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Make Up Artist shall notify the Client in any such event. The Make Up Artist warrants to the Client that the Services will be provided using reasonable care and skill.

Client's obligations

The Client shall:

ensure that the terms of the Event are complete and accurate;
comply with all applicable laws, including health and safety laws; and
inform the Make Up Artist of any issues that might affect the use of any products. This includes but is not limited to all kinds and types of sensitivities, allergies and medical conditions. The Make Up Artist cannot be held liable for any losses or damage that is incurred due to the Client's failure to inform the Make Up Artist of any known condition, illness, allergy, skin sensitivity or similar. The Make Up Artist reserves the right to cancel all and any previously agreed services to the Client should the Client develop or already has a transmitted infection or sickness including but not limited to a skin disease, skin infection or similar up to the day of the Event. In these and similar situations the Make Up Artist reserves the right to charge the Client fully for her Services and keep the full balance. The Client could also be held liable for any infection or similar transmitted to the Make Up Artist through her Services on the day of the Event. treat the Make Up Artist and any associated third party with respect. The Make Up Artist reserves the right to refuse services to a Client or members of a Group for, but not limited to, rudeness and any type of abusive, immoral, inappropriate and threatening behaviour.

If the Make Up Artist's performance of any of her obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Customer Default):

without limiting or affecting any other right or remedy available to it, the Make Up Artist shall have the right to suspend performance of the Services.

the Make Up Artist shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Make Up Artist's caused failure or delay to perform any of her obligations as set out and the Client shall reimburse the Make Up Artist on written demand for any costs or losses sustained or incurred by the Make Up Artist arising directly or indirectly from the Customer Default.

Fees and payment

The Fees for the Services shall be in accordance with the Make Up Artist's standard price list as per her website/groupon/as what the agreement.

The Make Up Artist shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Make Up Artist engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Make Up Artist for the performance of the Services, and for the cost of any extra materials required but not described in the Services or booking.

For destination weddings, the Client shall cover any necessary travel expenses of the Make Up Artist as agreed at the time of the booking. The Client shall cover for all expenses relating to transfers both in the United Kingdom and internationally, including but not limited to flights, and accommodation with breakfast included.

The Make Up Artist shall be entitled to charge the Client for a second make up artist, hair stylist or assistant, if requested or required at a supplemental charge of \$100.00++

The Make Up Artist shall invoice the Client with a non-refundable deposit of \$100.00 /person prior to the commencement of the services, which will be deducted from the final balance.

For Bridal Make Up excluding bridal trials, the Client shall pay the full remaining balance 21 days before the wedding date. For all other services, the Client shall pay the remaining balance immediately following completion of the services.

The Client shall pay each invoice submitted by the Make Up Artist in full and in cleared funds to a bank account nominated in writing by the Make Up Artist or in cash, and time for payment shall be of the essence.

Gift Voucher payments shall be paid in full by online debit/credit/charge card payment, Paypal or other payment method designated by the Make Up Artist. All gift vouchers are non-refundable. The Make Up Artist shall recover any extra travelling expenses.

If the Client fails to make a payment by the due date, then, without limiting the Make Up Artist's legal remedies, the Make Up Artist reserves the right to cancel the entire booking.

All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction of the non-refundable deposit and deduction or withholding of tax as required by law).

Prices agreed at the time of the booking shall be final. The Make Up Artist warrants that a change on her price list will not affect any bookings made or gift vouchers purchased prior to the changes.

The Client shall be aware that the booking is not secure until a non-refundable deposit of \$100.00 has been received in full and upon the Make Up Artist's confirmation of receipt. The Make Up Artist reserves the right to cancel the Client's Event at any time if payment is not received by the due date.



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Alteration to services

Any changes to the bookings in relation to the bridal trial, number of clients, times, locations and/or dates shall be notified to the Make Up Artist at least 48 hours in advance of the Event. The Make Up Artist shall not be obliged to accommodate any last minute change requests.

In relation to a change of location, time and/or number of clients, the Make Up Artist might have to add a travel charge should the location, time and /or number of clients change. Should these change dramatically the Make Up Artist reserves the right to cancel the booking and services.

If the booking is directly affected by circumstances beyond the control of the Make Up Artist, every possible endeavour to rectify such situations will be made. However, no compensation shall be offered on the Make Up Artist's part. Wedding Insurance is available through providers not affiliated with the Make Up Artist.

Cancellation of services

The Deposit of \$100.00 shall be non-refundable. For bridal make up services excluding trials the remaining balance shall be refundable up to and including 21 days before the Event. For non-bridal make up services the remaining balance shall be refundable up to and including 7 days before the Event.

Cancellations shall only be accepted in writing.

Cancellations by the Make Up Artist due to circumstances including, but not limited to, problems rendering the performance of her obligations and where no other suitable alternative can be given will result in a full refund to the Client. No further compensation will be offered. An alternative highly recommended make up artist might be suggested by the Make Up Artist.

Refunds are issued via the same method of payment.

Exclusivity

Exclusivity is not guaranteed for the whole day of the Event, therefore timings will be seriously considered when agreeing to any booking.

A second event undertaken by the Make Up Artist will not affect the first event.

An exclusivity fee can be arranged if preferred, following consultation.



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Intellectual property rights & publicity

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Make Up Artist.

The Client agrees that the Make Up Artist may use any photography for publicity purposes which includes but is not limited to the Make Up Artist's website and social media pages (including Instagram, Facebook, Twitter and all others) unless the Client has a reasonable reason to refuse. All Content and Intellectual Property included on the Website, unless uploaded by the Client, is the property of the Make Up Artist, her affiliates or other relevant third parties. Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by a Client. By continuing to use the Website users acknowledges that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the website without the Make Up Artist's prior written permission. Users must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of the Make Up Artist.

Prohibited use

No one may use the Website for any of the following purposes:

In any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

Making, transmitting or storing electronic copies of Content protected by copyright without the permission of the Make Up Artist and the creator of the website and content.

Limitation of liability

The Make Up Artist is not liable for any of the supplier and/or manufacturer brands she recommends. If a product is defective in any way and for any reason including but not limited to not being packaged correctly or having expired by or through the supplier/manufacturer, the Make Up Artist shall not be associated with this issue and will not be held liable.

The Make Up Artist has public liability cover and is insured by professional insurers Beauty Direct. The Make Up Artist shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the services provided for: loss of damage to goodwill; and any indirect or consequential monetary, physical or psychological loss.



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Confidentiality.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the booking.

General

The Client may not transfer any of his or her rights under these terms and conditions to any other person. The Make Up Artist may transfer her rights under these terms and conditions where she reasonably believes the Client's rights will not be affected.

These terms and conditions may be varied by the Make Up Artist from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If a court in New York or competent authority finds that any provision of these terms and conditions and (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy.

Governing law.

The booking, and any dispute or claim (including contractual and non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of USA

Jurisdiction.

Each party irrevocably agrees that the courts of USA shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, assuming that all other appropriate alternative dispute resolution methods have been thoroughly assessed and examined before resorting to the courts of USA