

# LAURA CARROLL MAKEUP ARTISTRY

## WEDDING MAKEUP TERMS AND CONDITIONS

It is the responsibility of the client upon booking to ensure they understand and accept all terms and conditions below. By completing the contract received after this form the client consents to these terms and conditions.

### 1. Definitions

In this agreement:

"The Assignment" means the project of work and services set out in the proposal.

"The Event" means the event where the assignment is to be delivered by the MUA.

### 2. Price and payment

2.1 The price for the assignment is completed by the MUA in the bridal makeup contract.

2.1.1 All assignments booked are subject to a minimum price of **£320**.

2.1.2 All assignments are quoted subject to low and peak seasonal dates.

2.1.3 Any additional services for additional adults added to the assignment shall attract further fees.

2.1.4 The price excludes any expenses that will be incurred by the MUA, unless otherwise agreed in writing by the parties.

2.1.5 Travel expenses will be charged at 50p per mile there and back. Any congestion or parking charges which apply will also be covered by the client.

2.1.6 An additional fee will be applied for use of an assistant makeup artist, this will be required for larger bridal parties or to accommodate time restrictions to complete the assignment.

2.1.7 A fee of **£50** will be applied to all bookings made on a Bank Holiday weekend (Friday - Monday).

2.1.8 The price includes advice and guidance about skincare and makeup products, advice on application and use and the delivery of makeup services, and all ancillary services to complete the assignment.

#### Payment schedule

2.2. The first step to secure the MUA's services for the event is to pay a **non-refundable booking fee of £85.00**, this shall be paid upon entering this agreement.

The fee is to secure the date and the preparation and administrative time required to deliver the assignment. This ensures exclusivity in the MUA's diary and refuses all other enquiries for that date.

- 2.3 A trial date is then booked and upon booking the trial the price is to be paid to the MUA in full.
- 2.4 If after the trial the client is still happy to proceed with the booking, a part payment of 25% of the full price is to be made by the client to the MUA within 7 days of the trial date.
- 2.5 The client shall pay the remaining balance of the price 1 calendar month prior to the wedding day.

Both the wedding day reservation fee of £85.00 and 25% of the full price that has been paid by the client will be deducted from the total price to reveal the final amount owed to the MUA from the client.

### **3. Cancellation of agreement**

- 3.1. Once the booking fee has been paid, the assignment can be cancelled by either party in writing or by email subject to the matters set out in this clause.

#### **MUA cancellation**

- 3.2. If the MUA cancels the assignment, any monies paid by the client will be repaid by the MUA to the client within 30 days of cancellation. No further sum or compensation will payable to the client by the MUA arising from such cancellation.
- 3.3. Upon cancellation of the MUA other suppliers will be recommended.

#### **3.4 Client cancellation**

3.4.1 Once paid, the booking fee paid by the client is non-refundable. This includes any breach of contract due to force majeure.

3.4.2 If the client seeks to cancel this assignment 7 days after entering this agreement but more than 30 days before the event then the wedding day reservation fee shall be forfeited, any expenses incurred as at the date of cancellation must be paid by the client, and those paid shall also be non-refundable.

3.4.3 The client will have made payment in full 1 calendar month before the event. If the client cancels this assignment within 30 days or less of the event, then the fees in full plus any expenses incurred as at the date of cancellation will not be refunded.

3.4.4 If after cancelling the assignment the client wishes to rebook the MUA another contract will be drawn and a new booking fee will be paid by the client to

the MUA to start a new assignment.

#### **4. The Assignment**

- 4.1 The MUA reserves the right to use images of her work during the assignment for marketing, promotional, competition and editorial purposes. If you **do not** wish to give consent to this use of the work or your image, then you must confirm this by email within 7 days of entering into this agreement.
- 4.2 Date changes to the wedding event must be submitted in writing and the new date is subject to availability. If the new date cannot be accommodated by the MUA, this will constitute a cancellation and clause 3 will apply.
- 4.3 Final numbers receiving the services at the event must be received in writing from the client when filling out the booking contract form. If numbers subsequently increase, the MUA reserves the right to increase their price accordingly. If numbers subsequently decrease, the minimum price set out by the MUA will still apply.
- 4.4 The MUA reserves the right to refuse services to the client, or any connected person, if they show symptoms of any infectious condition, or use, or threaten, abusive or inappropriate behaviour.
- 4.5 The MUA reserves the right to use the additional services and assistance of other MUA's, if it is necessary to deliver the assignment. The addition of an assistant will incur an assistant fee as stated in clause 2.1.6.

#### **5. Trial sessions**

- 5.1 Trials may only be booked after securing the clients date and the assignment by paying the wedding day booking fee.
- 5.2 All trial sessions can last up to 2.5 hours and are held at the MUA's studio.
- 5.3 Please note Friday and Saturday trial appointments are subject to availability due to other wedding bookings. Trials may be booked on all days but Sundays.
- 5.4 Should the client have a trial booked and the MUA has been requested for a wedding assignment, the MUA reserves the right to reschedule your trial appointment giving at least 2 weeks notice.
- 5.5 Trials are recommended to be undertaken at the latest 3 months before the event, and can be booked anytime from the initial booking agreement.
- 5.6 If less than 7 days notice is given by the client to rearrange or cancel the trial appointment, the client then must make a new payment of 50% of the trial cost to secure a new date.

5.7 Should the client request a second trial, the price of a trial is the same each time.

## **6. Allergies**

- 6.1 The MUA will not be held responsible for any allergies or reactions caused by our goods.
- 6.2 It is the client's responsibility to inform the MUA in writing of any sensitivities/ allergies/intolerances the bridal party may have at the completion of the contract. The MUA cannot accept any liability for allergies or reactions where they have not been advised of such risks. Please state this in your bridal makeup contract.

## **7. General Conditions**

- 7.1 Verbal or email instructions by the client to proceed will constitute an acceptance in full of these Terms and Conditions.
- 7.2 The Fees will be paid after invoices rendered from time to time. No VAT is applicable. Payment terms are 7 days, and payment is not deemed to have been made until the fees have been paid in full. If payment is not made in full and within time the services may be suspended and payment in advance may be required before the services are re - commenced.
- 7.3 The MUA reserves the right to require some or all of the fees to be paid in advance of the commencement of the services where applicable and agreed in writing. If payment is not made in accordance with the above clauses, the MUA reserves the right to charge an administration fee of £50 to late payments together with interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.
- 7.4 Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the services or making proper use of the services. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations.
- 7.5 The MUA will use reasonable care and skill in performing the services.
- 7.6 The MUA's liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.
- 7.7 In respect of any other direct losses (in Contract or Tort) the total liability of the MUA will not exceed the return of all payments received, and thus the limit of liability shall not exceed the value of the services provided.

- 7.8 Nothing in these Terms will exclude or limit liability for death or serious injury caused by the MUA's negligence.
- 7.9 The services may be terminated if payment of the fees is not made in accordance with these terms, or if the client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing, or if the client enters into any form of insolvency arrangement. Upon termination the client shall immediately pay any outstanding sums to the MUA.
- 7.10 The MUA shall not be liable for any breach of contract due to force majeure.
- 7.11 Nothing in these terms are intended to create a partnership or joint venture between the MUA and the client, and no party has the right to act as agent for the other or to bind the other party in any way.
- 7.12 These terms and any dispute arising from them shall be governed by the laws of England and Wales.

## **8.0 COVID-19**

- 8.1 In the case of a national lockdown and the assignment be within the time of the lockdown the MUA will move your wedding booking once with no added fees.
- 8.2 The MUA will not be held liable in the case that they are not available on your new date and no monies already paid by the client will be refunded.
- 8.3 If the client decides to postpone their wedding due to new COVID restrictions put into place but weddings are still permitted to go ahead, the contract cancellation terms will apply. (Please see 3. Cancellation of agreement 3.4)
- 8.4 Should the client wish to rebook the assignment with the MUA, the client will receive a new quote. A new contract will be drawn with a new booking fee to be paid by the client to the MUA.