

## Terms & Conditions 2018

It is the responsibility of the named person on the booking form to understand, agree, and accept responsibility for all booking conditions, including all payments due by specified dates. By proceeding to pay a deposit, you accept that you are entering into a contract and you agree to be bound by these conditions.

### Background

A. the Client is of the opinion that the Artist has the necessary qualifications, experience and abilities to provide services to the Client.

B. the Artist is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Artist (individually the 'Party' and collectively the 'Parties' to this Agreement) agree as follows:

### Services Provided

1. The Client hereby agrees to engage the Artist to provide the Client with services as agreed.

### Terms of Agreement

2. The term of this Agreement (the 'Term') will begin on the date of receipt of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

### Performance

3. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### Parental Consent

4. In the instance that the Client is under the age of 18 years old, Parental Consent will be required in the form of a completed Parental Consent form.

### Allergies and Illness

5. The Client is responsible for informing the Artist of any issues that may affect the use of any equipment or products. This includes but is not limited to sensitivities, allergies and medical conditions. The Artist cannot be held liable for any reactions or losses that are incurred due to the client's failure to inform them of any known condition.
6. If the Client is ill or contagious on the day of their trial, the Client is obligated to inform the Artist and reschedule with as much notice as possible.
7. If the Artist is ill or contagious on the day of the Client's trial, the Client will be informed and the trial rescheduled to prevent further illness.
8. If the Client is ill on the day of the event, the Client is obligated to notify the Artist so all

precautions can be taken.

9. If the Client or anyone included on the booking has a serious and/or contagious illness or condition on the day of the event, the Artist reserves the right to refuse service due to contamination and infection risk. This includes but is not limited to conjunctivitis, cold sores, cold, flu, measles, mumps, chicken pox, shingles, open cuts/sores, ringworm/fungal infections (above the chest).
10. In the unlikely event that the Artist is extremely sick, hospitalised or unable to work on your wedding/event due to extreme and/or unforeseen tragic circumstances, the Artist will endeavour to organise another artist with an equivalent skill level.

### **Terms of Cancellation**

11. Deposits are non-refundable.
12. Should you wish to cancel your booking after the deposit has been paid charges will be added to your account that will reflect reasonable costs and losses incurred by the Artist.
  - a. Bookings cancelled 29 days or earlier from the date of final appointment will incur no additional charges.
  - b. Bookings cancelled between 15 and 28 days from the date of final appointment will incur charges equal to 50% of the total cost of the booking.
  - c. Bookings cancelled between 8 and 14 days from the date of final appointment will incur charges equal to 75% of the total cost of the booking.
  - d. Bookings cancelled within 7 days of final appointment will incur charges equal to 100% of the total cost of the booking.
8. Cancellations must be made in writing to [contact@tanyawestley.co.uk](mailto:contact@tanyawestley.co.uk)
9. Cancellation by the Artist due to circumstances including, but not limited to, problems rendering the Artist's performance of their obligations, only where no other suitable alternative can be found, a full refund will be given to the Client. No further compensation will be offered.
10. If the booking is directly affected by circumstances beyond the control of the Artist such as bereavement, serious illness or a random act of God, where possible the Artist will endeavour to find a suitable alternative. However, no compensation will be offered.

### **Currency**

11. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

### **Payment**

12. For the services rendered by the Artist as required by this Agreement, the Client will provide payment (the 'Payment') to the Artist of a fixed amount as set out in the corresponding invoice(s).
13. The Payment will be payable, while this Agreement is in force, according to the following payment terms:
  - a. In order to secure the date of the event a **non-refundable** deposit of 25% must be paid within seven (7) days of the invoice date; the deposit will be deducted from your final balance.

- b. The final balance is due seven (7) days prior to the date of the event if payment is to be made via BACS.
  - c. Payment by cash must be agreed before the event date and the final balance is due on the date of the event.
  - d. Payment by cheque is not accepted.
14. The Artist will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment.
15. The Artist reserves the right to refuse services for non-payment.

### **Reimbursement of Travel Expenses**

16. In connection with providing Services hereunder, the Client will reimburse the Artist(s) for the following:
- **If the Artist has travelled by car**, mileage charged at £0.45p per mile from OX14 5US. This is to include congestion and parking charges.
  - **If the Artist has travelled by public transport**, any and all costs associated with that travel
  - **Hotel accommodation** where it is not practical to travel on the day of your event i.e. limited time available or severe weather conditions have been forecast.
17. The Artist will furnish statements and vouchers for the Client for all such expenses.

### **Photography**

18. The Client agrees that the Artist may use any photography for publicity and marketing purposes this includes but is not limited to the Artist's website and social media pages.

### **Confidentiality**

19. Confidential information (the 'Confidential Information') refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
20. The Artist agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Artist has obtained, except as authorised by the Client. This obligation will survive indefinitely upon termination of this Agreement.

### **Notice**

21. All notice, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement.

### **Insurance**

22. The Artist will be required to maintain public liability insurance including coverage for both bodily injury and for any loss of or damage to property caused by the Artists activities as a makeup artist.

### **Limitation of Liabilities**

23. It is understood and agreed that the Artist will not be liable to the Client or any agent or

associate of the Client, for any reactions or sensitivities that are caused by Services rendered.

### **Modification of Agreement**

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party.