

Jess Pacey

MAKEUP ARTIST

TERMS AND CONDITIONS (DECEMBER 2020)

"We" are:

FOR INDIVIDUALS: Jess Pacey trading as Jess Pacey Makeup Artist of 5 Limestone Road, Burniston, Scarborough, YO13 0DG.

("The MUA")

"You" are:

The customer or customers that received the proposal (where more than one person, they shall be jointly and severally liable).

("The Client")

1. DEFINITIONS

In this agreement:

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

"Deposit" means the advance payment to secure the date and to allow the MUA to commence work on the Assignment and is described in clause 2.2.

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

"Fees" means money paid or owed to the MUA by the Client for the Assignment.

"Services" means the Services provided by the MUA as part of the Assignment.

"Terms" means these Terms and Conditions.

2. PRICE AND PAYMENT

2.1. Price for the Assignment is set out in the quotation ("the Price") There is no VAT.

2.1.1 Prices charged are per person, and any additional services for additional family or friends added to the Assignment shall attract further fees.

2.1.2 The Price includes advice and guidance about skincare and makeup products. Advice on application and use, the delivery of makeup and all additional services to complete the Assignment.

2.1.3 The Price excludes any expenses that will be incurred by the MUA, unless otherwise agreed in writing by the parties. The Price includes mileage up to a maximum round trip of 15 miles from MUA's base, thereafter mileage is charged at 40p per mile.

2.2. A Deposit of £75 shall be paid upon entering this agreement. The Deposit is to secure the date for the delivery of the Assignment, the preparation time required to deliver the Assignment and the makeup trial. Please refer carefully to Clause 3.

2.3 The Price and the Deposit shall be the Fees of the MUA. The Client shall pay the MUA the balance of the Fees (the Price less the Deposit) at the latest 14 days before the Event and all Fees shall be paid in advance in full.

3. CANCELLATION OF AGREEMENT AND THE DEPOSIT

3.1 Once the Deposit 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.

3.2 If the MUA cancels the Assignment, the Fees paid at the time of cancellation will be repaid to the Client within 14 days of cancellation. No further sum or compensation will be payable to the Client by the MUA arising from such cancellation.

3.3 Client cancellation

3.3.1 If the Client cancels the Assignment within 14 days of entering into this agreement, then the Deposit shall be repaid to the Client in full.

3.3.2 If the Client seeks to cancel this Assignment 14 days after entering this agreement but more than 14 days before the Event then the Deposit 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. No further sums will be due from the Client to the MUA.

3.3.3 If the Client cancels this Assignment within 14 days or less of the Event, then the Fees in full plus any expenses incurred as at the date of cancellation (less any monies paid) shall be due to the MUA.

4. THE ASSIGNMENT

4.1 For any Saturday wedding between 1st May and 30th September the MUA can only accept bookings for a minimum of three people, for example, the bride, Mother of the bride and a bridesmaid. This does not include flower girls.

4.2 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 prior to the Assignment.

4.3 Trial sessions

4.3.1 All trial sessions last about 1.5-2 hours and can be held either at the MUA's address or the Client's chosen address. They can be arranged on midweek dates during school holidays. If the Client requires a Saturday date, please note these are extremely limited during the peak wedding season.

4.3.2 Trials are recommended to be undertaken around 1-3 months before the Event.

4.4 Date changes to the 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.

4.5 Final numbers receiving the services at the Event must be received in writing from the Client by the MUA at least 14 days before the Event. If numbers subsequently increase, the MUA reserves the right to increase their Price accordingly. If numbers subsequently decrease, there will be no discount and the Price shall be charged in full.

4.6 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.

4.7 The MUA will require adequate space and lighting to work effectively at the Client's chosen location. Ideally the space will have natural light. The MUA will bring a chair on the Event morning but will require a flat surface or table to set out products.

5. ALLERGIES

5.1 The MUA will not be held responsible for any allergies or reactions caused by our work.

5.2 It is the Client's responsibility to inform the MUA in writing of any sensitivities/allergies/intolerances at the time of booking or at the latest 14 days before the Event. The MUA cannot accept any liability for allergies or reactions where they have not been advised of such risks.

6. GENERAL CONDITIONS

6.1 Verbal or email instructions by the Client ("I accept the terms and conditions") to proceed will constitute an acceptance in full of these Terms and Conditions.

6.2 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.

6.3 The MUA reserves the right to require some or all 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.

6.4 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. For more information on this, please see our Privacy Notice on our website.

6.5 The MUA will use reasonable care and skill in performing the services.

6.6 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.

6.7 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.

6.8 Nothing in these Terms will exclude or limit liability for death or serious injury caused by the MUA's negligence.

6.9 The Services may be terminated if payment of the Fees is not made in accordance with the 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 any form of insolvency arrangement. Upon termination the Client shall immediately pay any outstanding sums to the MUA.

6.10 If the MUA is limited or hindered from providing Services booked by the Client due to circumstances beyond its control eg. government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of the MUA to the Client shall not exceed the amount paid by the Client for the Services. The Deposit shall be non-refundable, (being an approximation of the value of Services already rendered) and the MUA shall (where the value of the Services already delivered to the Client is greater than the value of the Deposit) be entitled to be paid additionally for all Services delivered to the Client up to that point. The MUA shall not be liable for any additional losses incurred by the Client in such circumstances.

6.11 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.

6.12 These terms and any dispute arising from them shall be governed by the laws of England and Wales.