

## Terms and Conditions

The "Client" (or "you/r") herein refers to the person or organisation, its representatives, successors, assignees, agents and affiliates or family members requesting the provision of makeup and or hair styling services.

The "MakeUp artist/Stylist" (or "us/our/we") refers to MakeUp and Hair by Michelle and all its, representatives, associates, assistants, affiliates and/or assignees.

Any payment made to us ("deposit", "booking fee", and/or "final balance" settlement) indicates that you have read and understood all the terms and conditions as set out in this document, in its entirety.

Your payment signifies acceptance of these terms and conditions as a legally binding contract, unless otherwise objected to explicitly, and in writing, prior to accepting our service.

No variation of the terms and conditions of this contract shall be recognised unless explicitly agreed to in writing. The commencement of the services on the day or trial signifies the acceptance of the Quote/Invoice in its entirety, and the adoption of this agreement and all its terms and conditions by all parties.

This agreement shall be governed by the laws of the Republic of South Africa:

### 1. MakeUp and Hair Rates and Packages

Our rates and packages are valid for a limited time only and are subject to review from time to time, as we see fit. If you have received a Quote from us in the past or viewed our Packages on our website, you are by no means guaranteed of said rate, unless it is our current rate or has been expressly confirmed by us. Quote are thus only valid for 30 days.

### 2. Booking Reservation

A booking fee, often referred to as a deposit/non-refundable deposit in the wedding industry, is required to reserve your date and makeup/hair package with makeup and hair by Michelle.

### 3. Deposit and/or Payments

Your booking fee is made up of a deposit and balance, payable 48 hours prior to your wedding date and is not refundable.

It covers our time and talent and secures your booking date at the current prices set out in the quotation/invoice provided.

No services will be rendered until we have received full payment, within the payment period agreed.

The Bride and/or Responsible Party are responsible for payment for the entire bridal party booked.

"What if my bridesmaids are paying for their own makeup and hair?"

It's very common for members of bridal parties to pay for themselves. In this case, they will need to pay the bride, or person responsible for payment, as we only accept payments from the person responsible for booking.

#### 4. Other Fees

Additional costs may apply to public holidays/holidays or if MakeUp and Hair by Michelle needs to start before 8am.

#### 5. Cancellations

Any deposits or booking fees paid are non-refundable, should you decide to cancel the services you have booked.

If you have to re-schedule, please contact MakeUp and Hair by Michelle for the possible rescheduling costs.

If you cancel within 7 days of making your booking, you are entitled for a full refund.

If you cancel within 4 weeks from your wedding date, you will be required to settle the full amount due as MakeUp and Hair by Michelle cannot replace your day with another.

#### 6. Assistant

Should an assistant be required, added or needed, a follow up quotation will be supplied if not added from the start.

#### 7. Additions / Subtractions from the Quote/Invoice

All deposits paid are non-refundable, and non-transferable to another date, product or service.

Also, no subtractions of services will be allowed, only additions.

#### 8. Service Location Requirements

If booking on-location, there are a few requirements needed.

For makeup, a "set up" table/work area needs to be available and a tall chair.

We bring a lot of makeup with us, and will need enough room to work efficiently. Ample lighting, such as natural light from a window, or lamps is necessary for makeup services to be performed properly.

For hair styling, a "set up" table/work area needs to be available. Ample lighting, such as natural light from a window, a mirror, and a tall chair. For hair, we also need a plug point to work from for flat-irons/curling tongs etc.

## 9. Trials

A 'trial' or 'run through' is a pre-wedding makeup application appointment with your makeup artist before your wedding to determine colours, styles etc.

Make sure you love your look, if you are not satisfied with your makeup at the time of trial, you MUST discuss it with your artist AT THE TIME of the trial so that she can make any adjustments necessary during your appointment of your chosen look.

Our packages include only a 1-hour MakeUp trial and a 1-hour Hair trial/run-through.

If you wish to come back to try another look, you will need to make an additional appointment for the service provided and will be quoted accordingly.

Important - A trial is not an appointment/booking to try multiple looks, it is a trial for you to see what your chosen look feels and looks like on you.

Trials for bridesmaids are not included in any packages unless specifically stated. However they are more than welcome to book an appointment for their desired trial.

If no trial is done before the wedding, MakeUp and Hair by Michelle will not be held responsible for any unsatisfactory work on the wedding day or if time runs late.

## 10. Touch- Ups

Getting a large party ready for a wedding can take several hours. We want everyone to feel free to eat, drink, and relax. We may perform touch-ups right before we leave, so that the first person who had makeup done will feel just as fresh as the last person.

Touch-ups are provided ONLY for those who have paid for the initial service.

## 11. Booking Times

All MakeUp & Hair appointments must be at the same location (we will only set up in one location per wedding), and in consecutive time (no gaps in between).

Once the deposit has been received, your booking will be secured.

MakeUp and Hair by Michelle will provide you with a timeline for your wedding day if need be. The makeup schedule will have an agreed start time, and end time as discussed at time of booking. Once the schedule is received by the Bride or Responsible Party, they will have 3 business days to make any changes.

If the booking occurs less than 30 days before the wedding, the agreed start and finish time must be finalised at time of booking.

Because we book other appointments and bridal parties, we can only adjust the start and end time at our sole discretion, and have no guarantee that we will be able to accommodate changed appointment times.

## 12. Travel and On-Location

You will be quoted on a price for you and your bridal party as well as the travelling cost as this will differ from location to location.

If there is any changes to the original agreement you will have to inform MakeUp and Hair by Michelle via writing, 7 days before the wedding day. If additional charges apply after making changes to your original package you will be liable for payment.

PLEASE NOTE: No additional makeup or hair will be done on the wedding day, only the makeup and hair will be done as discussed on the original contract.

If makeup or hair services can't be done on the set time (the agreement on the time we start with the makeup and hair) MakeUp & Hair by Michelle will not be liable for your wedding running late.

### **NOTE:**

It is the client's responsibility to advise the artist if she or her bridal party or any other person booked for makeup and hair has any known allergies. Client agrees to indemnify and hold MakeUp and Hair by Michelle harmless.

MakeUp & Hair by Michelle affiliates, officers, agents, employees, consultants, contractors or subcontractors from any claim of liability, losses, damages, or any expenses that may result of any claims, demands, costs or judgments, including but not limited to claims based on negligence against it, that may arise in connection to makeup or hair services.

Therefore clients release MakeUp & Hair by Michelle and its subsidiaries of all claims of injury; seen or unseen that may occur as a result of service including application. MakeUp & Hair by Michelle is not responsible or liable for photogenic images.

MakeUp & Hair by Michelle has permission from bride to use photos of bride and wedding for portfolio use, such as Facebook, social media platforms, or any other marketing materials.

MakeUp & Hair by Michelle has the right to replace your artist with another competent artist for your wedding in the event of illness, death in family or any other unforeseen cause.