

## Terms and Conditions

### 1. Bookings and confirmation

- 1.1 Payment of the deposit or email confirmation is evidence of your acceptance of these terms and conditions in relation to the services.
- 1.2 All bookings and quotes that include the bride cannot be changed.

### 2. Payment Terms

- 2.1 A Non-refundable deposit of 50% of the fees quoted is to be paid immediately upon booking ; and the balance of the fee specified must be paid no less 4 weeks prior to event.
- 2.2 The Non-refundable deposit must be paid in full to secure the date for your booking. A date can not be confirmed or "reserved" until this is paid. Payments can be made through our eftpos facility using your credit card or eftpos card. The Non-refundable deposit is then deducted from your final balance.
- 2.3 The fees quoted do not include costs associated with parking and any other unique or special requirements that are not made known to us at the time of the quote. Where you require us to provide the services at a location where parking is not readily available (at no cost) you are required to pre-arrange parking facilities. Any parking arrangements and costs incurred are the responsibility of the client.

### 3. General terms

- 3.1 You acknowledge that we may use subcontractors in performing the services.
- 3.2 You agree to provide us with either the details of your photographer for us to obtain a copy of a selection of photographs or for you to provide us with a copy of a selection of the professional photographs taken of yourself and your bridal party that clearly demonstrate the work performed by our make up artists. You consent to us using these photographs in marketing and other promotional material without further reference to you.

### 4. Cancellation policy

- 4.1 We accept that you may wish to cancel the booking either by choice, or because of cancellation of your wedding. We may, in our sole discretion, decide to charge you a cancellation fee as this charge is based on a genuine pre-estimate of the loss suffered by us in reserving the date. The cancellation fee will be the Deposit paid to us by you.
- 4.2 We may, in our sole discretion, agree to waive all or any part of the cancellation fee where the cancellation is as a result of circumstances which, in our opinion, are beyond your reasonable control. We may ask for you to provide such evidence as may reasonably be requested to support your claim. For the avoidance of doubt, insufficient funds or a change in creative or style ideas are not considered circumstances beyond your reasonable control.
- 4.3 50% cancellation fees apply for termination of service for any reason. Cancellations with in 4 weeks of the date incur a 100% cancellation fee.

### 5. General disclosures

- 5.1 You acknowledge that the service we will be providing to you involves us applying skin and/or hair products directly on to the relevant parts of your body (depending on the service you have requested). Accordingly you agree that you have:

- (A) disclosed to us any and all medical or other conditions which are known to you and which a reasonable person would disclose given the type and nature of the service being provided, including but not limited to skin sensitivity, general allergies and any sensitivity to particular skin and/or hair products; and
- (B) obtained relevant information from the other people who are to receive the service from us under this agreement so that you are able to make the same disclosures about those persons to the same extent as under clause 5.1(A).

You agree that we are not liable for, and will indemnify us and our officers, employees, agents and contractors from any and all claims, liabilities, costs, loss, and causes of action relating to personal injury or death arising directly or indirectly as a result of your failure to disclose pertinent information as required under clause 5.1.

### 6. Liability

- 6.1 Subject to clause 6.2, any condition or warranty which would otherwise be implied in this Customer Contract is hereby excluded.
- 6.2 Where legislation implies in these terms and conditions any condition or warranty, and that legislation avoids or prohibits provision in a contract excluding or modifying the application of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in these terms and conditions and our liability for any breach of such condition or warranty shall be limited, at the our option, to one or more of the following:
  - (A) if the breach relates to goods:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of such goods;
    - (iii) the payment of the cost of replaying the goods or of acquiring equivalent goods; or
    - (iv) the payment of the cost of having the goods repaired; and
  - (B) if the breach relates to services:
    - (i) the supply of the services again; or
    - (ii) the payment of the cost of having the Services supplied again.
- 6.3 Except as expressly provided in these terms and conditions, in no event will we be liable to you and you hereby release us for:
  - (A) any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with these terms and conditions, the Service or otherwise;
  - (B) any other damages arising from the inability to perform the Services.

- 6.4 In the event that any exclusion or limitation contained in these terms and conditions shall be held to be invalid for any reason and to the extent that we become liable for loss or damage that may lawfully be limited, such liability shall be limited to the full amount of the fees paid to us by you under these terms and conditions.

### 7. Referrals

As with every business, if you are happy with our service please tell your friends. With each referral you make, which confirms a booking and pays a Deposit, we will send to you a gift to the value of \$50.

### 8. So Sensational Guarantee

We are truly passionate about our clients and that is why we believe we are the best! Our commitment is to create your perfect hair and make up style. When booking with us we are confident that you will love what we do that we offer this guarantee. At your pre-wedding trial, if at the original time you are not happy with the hair and/or make up style created for you we will organise a complimentary re-trial at our expense. If, at the second trial you are still not happy with the hair and make up style, we will issue you a full 100% refund of all fees paid by you to us (if any). This guarantee is on the following conditions:

- 1) Your dissatisfaction with the hair and/or make up style must be expressed on at the time of the trial;
- 2) Photographs will be taken of the hair and make up style created for you and then the hair must be brushed out and the make up removed.
- 3) The guarantee is only valid, and money refunded, if a full deposit is paid to book the date of the wedding.
- 4) The guarantee does not apply if, in our reasonable opinion, one of the reasons for the dissatisfaction is because you have not yet decided on a hair and/or make up style.

### 9. Force Majeure

- 9.1 Neither party shall be liable for any delay or failure to perform its obligations pursuant to these terms and conditions if such delay is due to a circumstance beyond that party's reasonable control arising out of, without limitation, war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, earthquakes, acts of God, flood, drought or bad weather, the unavailability of deliveries or supplies or other act or order by any government department, council or other validly constituted body (**Force Majeure Event**).

- 9.2 If a Force Majeure Event occurs which prevents a party (the **Affected Party**) from performing any of its obligations under this agreement:

- (A) The Affected Party shall notify the other party of the Force Majeure Event, its nature and the obligations the Affected Party is prevented from performing;
- (B) those obligations will be suspended for so long as the Force Majeure Event continues, and the Affected Party will not be liable to the other party for any failure to fulfil its obligations during such suspension;
- (C) notwithstanding subparagraph 9.2(B) the Affected Party must continue fulfilling those obligations that are not affected by the Force Majeure Event, to the extent practicable; and
- (D) the other party will not be liable to the Affected Party for any losses, damages, costs and/or expenses that the Affected Party suffers or incurs as a result of the Force Majeure Event.

- 9.3 This clause 9 does not apply to any payment obligations of a party under these terms and conditions. Notwithstanding the previous sentence, if we are the Affected Party and we are unable to provide particular services under these terms and conditions, you are not obliged to pay the fees payable in respect of the affected part or parts of the service during the period that we are so prevented from providing them.

- 9.4 We agree that if, as a result of the occurrence of a Force Majeure Event we are unable to provide all or substantially all of the services either party may terminate this agreement immediately by written notice to the other party.

- 9.5 In the event of early termination of this agreement as a result of a Force Majeure Event:

- (A) We will refund to you any fees paid to us in advance for the affected services; and
- (B) Neither party will be liable to the other for any losses, damages, costs and/or expenses that the other party suffers or incurs as a result of the Force Majeure Event.