

CLAIRE JAMIESON MAKEUP 2024/25 T&CS CONTRACT



CLAIREJAMIESONMAKEUP@GMAIL.COM

WWW.CLAIREJAMIESONMAKEUP.COM

CLAIRE JAMIESON MAKEUP

TERMS & CONDITIONS

References in these Terms and Conditions to “I”, “me” and “my” refer to Claire Jamieson Makeup ABN 80 238 654 842. Please note that these Terms and Conditions apply to all makeup services provided by me and any artist or assistant working for me.

By making a booking with me and/or paying the relevant security deposit, you agree to be bound by these Terms and Conditions. It is the sole responsibility of the client who makes the booking and/or pays the security deposit to understand, agree and be responsible for adhering to these Terms and Conditions and making all relevant payments.

Payments

The total payment amount (including any relevant travel expenses) will be agreed between the parties in writing.

In order to secure your booking, you will be required to pay a security deposit of \$300 (bridal) or \$50 (studio) of the booking, which will be deducted from the total payment amount and will not be refundable or transferable under any circumstances (except as otherwise provided under these Terms and Conditions).

You are required to pay the outstanding balance via bank transfer at least three days prior, cash or card (or another method agreed between the parties), two weeks prior to the scheduled booking (bridal) or on the date of booking, if agreed by both parties (bridal/studio).

Please note that bookings are only fully secured once I confirm receipt of your security deposit. If a deposit is not paid, I may cancel your booking at any time prior to providing such confirmation.

Cancellations

Cancellations of any bookings by you must be communicated to me in writing. Upon cancellation, the complete security deposit will be retained by me regardless of the amount of notice given. If less than two weeks notice is provided (for bridal) or 24hrs (studio), you will also be required to pay 50% of the total payment amount. This is necessary to cover administration costs and compensate for my inability to service other clients on the date of your booking. If you need to change the date of your booking due to unforeseeable circumstances beyond your reasonable control, such as the imposition of government restrictions related to the COVID-19 pandemic, then I may (subject to my availability and in my absolute discretion) agree to transfer your security deposit (and any other amounts paid in advance) to a new booking.

In all other circumstances, changing the date of your booking will be treated as a cancellation.

Timings

Timing will vary depending on the services required and the technical and individual requirements of the client. If you have a particular schedule, please let me know when you make your booking (or as soon as possible thereafter) so I can take this into account.

I will notify you of my arrival time one week prior to the booking date. Adhering to booking times is critical to ensure that I am able to perform my services effectively. Therefore, should unforeseen circumstances arise, the onus is on you to advise me as soon as possible. I am not responsible if your desired completion time is not met due to client/group/wedding party delays.

If myself or my assistants are required to stay beyond the agreed completion time due to delays caused by you or your group/wedding party (and provided we do not have any other bookings or commitments) you will be charged \$60 per half hour exceeded per artist in half hour increments.

Refunds

I do not offer refunds for any completed services. If you are in any way dissatisfied, the onus is on you to notify me during your booking.

Please confirm your numbers and the services you require carefully at the time of your booking. You will be charged the total payment amount agreed between the parties regardless of whether some people in your wedding party/group booking cancel or are otherwise unavailable. Alternatively, please honour the amount of makeup required and source others to get their makeup done. Of course, if additional people require makeup on the day of your booking, but were not included in the original booking, this is not normally a problem and payment can be made in cash on the booking date. It is recommended that you give me as much notice as possible if others in attendance require makeup to avoid disappointment and ensure that appropriate arrangements can be made.

Health and Safety

Neither myself nor my assistants are, under any circumstances, responsible for any allergic reactions to products used. The onus is on you to give me advanced notice if you or any of your group/wedding party have particular hypersensitivity to any makeup or products.

Neither myself nor my assistants accept liability for any claims arising out of the misuse, allergic reactions, or any injury suffered as a result of the consenting use of the products and equipment that I provide. By agreeing to these Terms and Conditions, you release my assistants and I from all liability if such a situation should arise.

Both myself and my assistants reserve the right, in our absolute discretion, to stop work if any clients display antisocial behaviour, contagious viral symptoms, or any other behaviour/symptoms that make us feel unsafe or uncomfortable.

For their own safety, children in attendance at the booking are to be supervised by a responsible adult at all times. Neither myself nor my assistants accept liability from any claims arising from any injury sustained by a child while in the service area.

Use of contractors

I may in my absolute discretion engage contractors or assistants to help me provide services in connection with these Terms and Conditions.

In the event that I am not able to attend an appointment to provide the services on the scheduled booking date, I may (in my absolute discretion) organise for an alternate professional makeup artist to attend the appointment as my representative/replacement. I will endeavour to give you as much notice as possible if I am not personally able to attend your booking.

In the event that an alternate professional makeup artist attends your booking, these Terms and Conditions shall continue to apply in full, and all relevant protections afforded to me under these Terms and Conditions shall be extended to my representative/replacement.

Travel

Travel fees are based on a kilometre radius from Claire Jamieson Makeup's home in Werombi. Travel time to a from the location, petrol and tolls will be considered and if travel time exceeds 2 hours, accomodation may be added to the final cost. All parking costs must be covered or reimbursed by the bride/client. You understand that if the getting ready location does change, the travel fee may vary accordingly. If you are unsure of your location, please provide a general area of the location or keep in mind that a travel fee will be calculated at a later date.

GST

Claire Jamieson Makeup's individual prices do not include GST.
All quotes, invoices and totals will have GST included in the total.

Miscellaneous

Damage to or theft of my property caused by any person (including children), requires on the spot compensation for the full value of the relevant item plus shipping costs.

I do my best to ensure that any products used at a trial are also used on the day of your booking. However, please be aware that there are situations beyond my control that may prevent this, such as a supplier discontinuing a product or a supplier delay in restocking a product. I will always aim to replace the product with something similar.

I reserve the right to take photographic evidence or film records of any of my makeup applications, and may use any such photographs or videos for promotional and/or commercial purposes.

Privacy

In accordance with Data Protection Laws, all Client data is kept securely and destroyed 6 months after the event. Claire Jamieson Makeup will never pass the Client's data to a third party in any circumstances. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the booking.

Photo Release

At your trial, we will need to take photos and videos of you for the purpose of recording the trial look. This is to help us recreate the look accurately on the day. This will also give you a true idea of how your look should translate to your wedding photos & video, in different angles, lighting etc. These trial photos will be kept confidential, to keep your wedding day look private. The client agrees that Claire Jamieson Makeup may use any & all photographs, video, audio & other media that is captured & recorded by Claire Jamieson Makeup or by any 3rd party hired by the client, specifically photographers & videographers. This will permit Claire Jamieson Makeup to use such recorded media to be displayed on its website &/or marketing materials, flyers & other advertisement media. The Client agrees to release any & all claims regarding use of his/ her images for such purposes. The Client also agrees to release the name & contact information of the hired 3rd party photographers &/or videographers used for recording any event for which Claire Jamieson Makeup has been contracted to provide beauty services for.

Health and Safety

Due to the 2019-2020 outbreak of COVID-19, Claire Jamieson Makeup is taking extra precautions with the care of every guest to ensure enhanced sanitation/disinfection procedures in accordance with local, national and international guidelines. All tools, brushes, and other items will be fully sanitised before and after use. A mask will be worn if the client requests, to ensure both parties are kept free from risk.

It is the Client's responsibility to inform the Artist of any allergies, or past reactions before makeup application. It is the Client's responsibility to check with their Bridal party prior to the wedding date, regarding any allergies and communicate this via email to the Makeup Artist before makeup application. The Makeup Artist will always check verbally if the Bridal party have any allergies. We reserve the right to refuse an application if any of the parties have contagious conditions or have flu like symptoms or a temperature. In the interest of your personal health, safety, and well-being, and to that of the Artist and other clients, the following contraindications will prevent or restrict any client's application/styling; Eye infections; Conjunctivitis, viral infections; cold sores/facial herpes, open/weeping wounds, or sores, fungal infections; ringworm, etc. warts, cystic acne, severe sunburn or first degree burns, burns from facial waxing, Eczema, Psoriasis, Nits/ Head-lice, Scabies, or Impetigo, prior reaction, bruising, open cuts and flu like symptoms or a temperature. The Makeup Artist holds no liability for any allergic reaction or injury resulting from the Makeup application. The Makeup artist is not liable for any adverse reactions to products used and cannot be held liable for any losses that are incurred due to adverse reactions to products used. If the client or party requires a patch test for any products, this can be arranged and charged according to the agreed fee.

These Terms and Conditions shall constitute the entire agreement between us and shall override all previous communications.

The waiver of a breach of these Terms and Conditions will not be a waiver of any other breach of that provision or the breach of any other provision.

Although the language is simple, the intentions are serious, and these Terms and Conditions constitute a legal agreement governed by and construed in accordance with the laws of New South Wales and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.

You understand that once you have made a booking and/or paid the security deposit, you are legally bound by these Terms and Conditions. Please sign below to agree.

I, _____,
on this _____ date understand and agree to pay the non-refundable deposit to secure the appointment(s) for my bridal party and myself. I agree to pay the complete balance for my party as listed in this email. I have read, understand and will comply with all policies as listed in this contract. I understand that no refunds will be given for members of the wedding party who miss their appointments on the day of the wedding. I also understand that I am responsible for balances from any members of my party who fail to provide payment. I am happy to go forward with this agreement.

Client Name:

Client Signature:

Date:



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