

## AMBER SILVA MAKEUP ARTIST

## **TERMS AND CONDITIONS**

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 retainer, you accept that you are entering into a contract and you agree to be bound by these conditions.

**MINIMUM BOOKING** My bridal packages, as specified at the time of initial enquiry, are non negotiable and the package price will still be charged if not all services outlined in the package are required, or cancellations are made at a later date.

**TRAVEL EXPENSES – TRIAL & WEDDING DAY** Travel expenses are included for the first 60 miles round trip from Carlsbad, CA. Additional mileage will be charged at \$1 per mile. You will be expected to cover all costs for hotel accommodation where it is not practical to travel on the day of your wedding i.e. limited time available, or severe weather conditions have been forecast.

**DEPOSITS AND PAYMENTS** Immediate payment of a non-refundable, and non-transferrable, \$100 retainer is required before a date will be held. Any retainer paid is deducted from the final balance and is not an upfront payment for trials. Trial costs are due at the time of the trial, or prior. The remaining balance is due 2 days before the wedding day. Should no payment be received we have the right to cancel all services for your wedding date and all fees will still be payable.

TRIALS All trials are to take place at my Encinitas or MIra Mar locations (some exceptions may apply). Opening times are Tue-Fri, 9am – 5pm. Trials are recommended for every bride. Without a trial we will not accept responsibility if a desired style or look does not meet expectations on the wedding day and a refund will not be offered. Prior notice must be given if you wish to cancel part of, or reschedule, an appointment. In the likely event that we have turned away alternative bookings to accommodate your trial, or the duration of your, you will be charged. We reserve the right to cancel a booking following a trial, without a refund of the deposit, in circumstances where there is a mismatch in styles, approach, expectations and/or the client is uncooperative, not open to suggestions or makes any member of our team feel uncomfortable. It is advisable that you familiarize yourself with our work portfolio and ensure you are confident our capabilities and style are appropriate before securing a booking. We strive to ensure that all participants are happy with the results of a trial before we leave however, In the unlikely event that you, or any of your bridal party, decide after your trial that you are not satisfied, you are

asked to contact us immediately so that we can resolve the matter. Refunds, retrials, or cancellations without charges are solely at our discretion.

IF YOU CANCEL OR CHANGE YOUR BOOKING All contact, whether it be general enquiries or changes to a booking, must be from the bride only. Changes to your booking by adding another person onto your original booking can only be accepted if time/resources allow on your wedding day and we will require prior notice and payment due at the specified time. Adding extra people on the day, without prior warning, may jeopardize the quality of our work or delay the ceremony. You are required to give a minimum of 3 months notice should you wish to reduce numbers or services booked on your wedding day. After such time the full amount for services cancelled will still be payable. All payments are the responsibility of the bride. In the unfortunate event that you have to cancel your booking completely we require a minimum of 60 days notice. After such time the full amount will still be payable by the specified date. Deposits are non refundable. Should no payment be received we will proceed with legal action to recover losses.

IF WE CANCEL OR CHANGE YOUR BOOKING In the unlikely event that we, as a team, cannot attend on the day of your wedding due to unforeseen and unfortunate events or circumstances, all payments will be immediately refunded (including deposit and trial fees). We will work with you to find an alternative reputable stylist/artist or salon to cater for your requirements however; any such booking will remain solely the responsibility of yourself. If we are forced to cancel within 4 weeks of your wedding day we will accept to pay up to \$100 for any additional costs involved in securing and alternative hairdresser or Makeup Artist to perform your requirements as stated on the original booking form. Please note that we will only accept invoice/receipts from legitimate qualified hairdressers and/or Artists working from an established business in order to claim for these additional costs. If one of our team is unable to attend on the day, due to illness or unforeseen circumstances, we will immediately try to find an alternative freelance stylist/artist to stand in. If this is not possible we will ask for an earlier start time to accommodate original numbers, or will refund services, which are forfeited in part, or altogether, as a result. No further compensation will be offered.

If a member of our team is made to feel uncomfortable in anyway, or mistreated, or if anyone becomes abusive/violent or displays any offensive behavior, we have the right to cancel the contract without refund. In the event of extreme weather conditions where the 'Met office' has issued a 'Red' warning, we reserve the right to cancel your booking. We will refund all monies as a gesture of goodwill, excluding trial costs and deposit.

IN THE EVENT OF DELAYS EXPERIENCED ON THE DAY If we experience unforeseen delays which are out of our control refunds will not be given in the event that one or more services are forfeited as a result and no compensation will be offered if we overrun. If you are aware of factors, which could delay or hinder our journey, such as diversions, road closures, speed restrictions, match days, market days, satnav issues etc. please advise us as soon as possible so we can factor this into our route. No refund or compensation will be offered for delays caused by other wedding vendors, guests, or members of the bridal party. A minimum of 45 minutes will be allocated for hair or makeup application per person. If you

suspect any member of your bridal party may pose as a challenge in any way, they are encouraged to have a trial to avoid potential delays on the day.

CLIENT OBLIGATIONS - TRIAL & WEDDING DAY You must ensure that our team will be working in a suitable environment with adequate lighting, electricity points, and hand washing facilities. Please ensure every member of your party is aware of timings on the day and that they need to be, and remain, available. You are to inform us of any allergies or reactions prior to, or after, any makeup application or hair styling. If no known allergies are stated we cannot be held liable for any reactions, injuries, losses, damage, costs, claims and actions that may occur to you or any other member of your party. Prior to having makeup applied or hair styled please ensure you and your party are prepared, to avoid leaving the chair whilst we are working. Please ensure teeth are cleaned, you have been to the toilet and contact lenses are applied (if applicable), before sitting in the chair. Also make sure you are make-up free, (we will prep your skin.) On A wedding day, time is of the essence. Please ensure hair is clean, completely dry, and free from product. We advise washing the night before and avoiding heavy conditioners. If any of your bridal party have wet hair they will be expected to dry it thoroughly before we start. Please do not eat or speak on your mobile phone during makeup application. Please do not sit children/babies on your lap whilst having your hair styled or make-up applied. For their own safety please ensure that children are kept away from our styling tools and products at all times. Styling irons are extremely hot, and hazardous, and we will not be held responsible if a child is injured as a result of the parent or carer not being present.

PHOTOGRAPHY & IMAGE COPYRIGHT It is imperative that we continue to update our portfolio and demonstrate our work to future prospective brides. Please let us know in advance if you do not wish to be photographed or if you are not happy for us to use your images for marketing purposes. We do not show images from trials until after the wedding day and you will not be tagged in any such image on social networking sites, but are welcome to tag yourself. We refrain from asking for 'before & after' photos but are very grateful for volunteers. We are happy to be photographed on your wedding morning however, any photo image incorporating our team in action, or our hair and/or make-up design, on the internet or on any other advertisement, must make reference or credit us as the hair and/or makeup artists.

Thank you for your understanding and cooperation. If you have any further questions please contact us.