



CONTRACT FOR BRIDAL/NEARLY WED HAIR AND MAKE UP ARTIST

I am Natalie Melling and I own Natalie Jane HMUA

Bookings for a bridal/nearly wed hair and makeup are taken at the discretion of Natalie Jane HMUA.

Once a booking fee is paid to Natalie Jane HMUA, for the purposes of providing services at a wedding date, the following contract for services will come into force creating legal obligations on all parties concerned.

In the event it becomes necessary for court action, the law of England and Wales will apply

Artist – means Natalie Jane HMUA + co

Client – means the recipient of the bridal/ nearly wed services

Event – means the date on which the services are agreed to be provided

Booking fee- means the sum paid by the client to the artist to complete the agreed services

Bridal/nearly wed party – means the additional people, apart from the client, requiring services at the event

Booking process

All enquiries, whether received by email, telephone, social media messaging or by the completion of a website booking form, will be received by the artist. Availability will be ascertained and confirmed to the client.

A quote will be provided, as confirmation, by the artist to the client for the services requested. The payment of the booking fee by the client, to the artist, reserves the

availability of the artist to provide the agreed services on the agreed date and time and in accordance with the quote

Whilst a fee may be indicated to the client verbally, it will only be valid once it is confirmed in a quote to be provided to the client.

The artist will acknowledge payment of the booking fee by the provision of a confirmation email to the client

Enquiries where a booking fee has not been paid, are not confirmed and the wedding date will remain available. Neither party will have a confirmed or secured booking and there will be no legal obligation for the artist to attend the event.

Any price changes that may arise between the booking fee being paid and the actual event date will not affect the agreed contract for services.

Should the number of the bridal party change, it is the responsibility of the client to notify the artist promptly, in order the services be charged for correctly.

Payments

The Booking fee

The booking fee is 20% of the total costs agreed and confirmed between the parties. You will be notified of the exact amount due and the booking fee should be paid within 48 hours of the quote being provided to the client

This payment confirms and secures the services of the artist for the client, their event date and the agreed fee.

This sum will be redeemed against the final total of the costs of services

In the event of a cancellation this sum is non-refundable

It is at the discretion of the artist, as to the transfer of this sum to an alternate date and availability.

The Trial fee

Any fee for the bridal/nearly wed trial and bridal party trials, including any travel costs, are due 48 hours before the trial date,

Once the bridal trial / bridal party trials have taken place, the fees paid are non-refundable

If for whatever reason you are not satisfied with the service the artist has provided during your trial this must be addressed at the time so that any issues can be dealt with as soon as possible.

In the event the client seeks to terminate the contract for services with more than 72 hours' notice of the agreed trial date, the trial fee(s) will be refunded.

In the event the client seeks to terminate the contract for services with less than 72 hours' notice of the agreed trial date, the fee(s) will not be refunded.

Interim payment

A payment equivalent to 50% of the total costs under the agreed contract for services, including any additional expenses, will be due for payment 7 days after the trial date. The booking fee payment will be deducted from this amount.

All services are deemed to be final and confirmed once the interim payment has been made and acknowledged by the artist.

In the event the client seeks to reduce the number of services to be provided, the costs referred to within the contract for services will remain the same.

In the event the client wishes to add further services, agreement is at the discretion of the artist and a contract for additional services will be provided to the client.

This payment is non-refundable in the event the client seeks to cancel the contract for services.

This payment is non-transferable.

Final payment

All monies due to the artist for the agreed contract(s) for services should be paid 6 weeks before the event date

This payment is non-refundable should the client seek to cancel the agreed contract for services.

This payment is non-transferable.

Failure to pay the final sums due will affect the artists attendance on your date.

Cancellation

Once the booking fee has been paid to the artist, an email confirmation will be provided. Details of the payment schedule will be provided to the client by the artist.

It is the client's responsibility to read the final checks document and ensure it is complied with.

The clients' statutory rights will not be affected.

Client cancellation

Any cancellation by the client must be made in writing by email, and will not be deemed effective until it is acknowledged by the artist

In the event the client wants to cancel the agreed contract for services within the 6-week period prior to the event date, the full outstanding payment remains due.

In the event the client wants to cancel the agreed contract for services within the 8-week period prior to the event date, 50% of the full outstanding payment remains due.

The client can cancel their trial date, but in the event, it is within 72 hours of the agreed trial date, the outstanding payment remains due

Should the client book any services with the artist, which require the artist to incur travel and accommodation expenses, (and they are non-refundable) these payments will need to be reimbursed to the artist without delay.

Artist cancellation

In the very rare event, the artist is required to cancel their services, due to an unforeseen circumstance or emergency, the artist will use their best endeavours to secure the services of an equally capable artist for the client. The new artist will be fully briefed as to all the requirements of the client.

In the event the artist is unable to secure a suitable alternative for the client, liability will be limited to those agreed in the contract for services. The artist will not accept responsibility for any other costs incurred by the client, including compensation.

Should the event not take place due to circumstances entirely outside of the control of the artist, including but not limited to an act of God, war, fire, civil unrest, pandemic or COVID, the contract for services will deem to have terminated through no fault of anyone. The client will be refunded any monies that remain at the time of the failure, if an alternative

resolution cannot be found. If your trial services have been completed, this will not be refunded as the work has already taken place.

Postponement

In the event the client seeks to postpone or change the event date, the artist agrees to amend the booking on one occasion, subject to availability. Any further date changes will be considered as a cancellation by the client and as such any new date will require the booking process to be followed, including the payment of a new booking fee. A new quote, contract for services and payment schedule will be provided. The new date will not be secured until such time as the booking fee is paid and acknowledged by the artist

Booking changes will not be accepted 6 weeks before the wedding date unless agreed by the artist. If the client persists with the changes, the agreed contract for services will be deemed to have been cancelled and all outstanding payments will be due

In the event, the client has not yet had a trial and has not paid the first payment, and the artist is not available for the new date, every effort will be made by the artist to secure a suitable alternative for the new date. The artist will thereafter transfer to the new artist, the booking fee as paid by the client

In the event the trial has taken place but the artist does not have availability for the new date, it will be considered as a cancellation of the contract for services by the client, and any payment made by the client to the artist will be retained.

Any new date should fall within 1 year of the original date. In the event the date is outside of the 1-year period, it will require a review of the original quote and the costs of services.

Booking changes

Any changes to the event date, time, trial date must be provided as soon as possible. This includes any changes to the number of people, the location, dates and times. It is the client's responsibility to notify the artist, and the artist cannot guarantee availability if the necessary notification has not been provided. Any notification must be provided by the client to the artist, in writing, and it will not be deemed to be effective without the acknowledgement of the artist

Change to the trial date

Provided the client provides notification to the artist, of any changes prior to 72 hours before the agreed trial date, there will be no additional costs to the client. An alternative date will be provided.

In the event the notification is provided within 72 hours of the agreed trial date, the full payment will remain due to cover the cost of a lost appointment. A new trial fee will be required to arrange an alternative date.

Change to the number of people attending the trial

Provided the client provides notification to the artist, of any changes prior to 72 hours before the agreed trial date, the artist will refund the client for any reduction in the numbers.

In the event the notification is provided within 72 hours of the agreed trial date, the full payment will remain due to cover the cost of a lost appointment. A new trial fee will be required to arrange an alternative date.

Change to the number of people on the wedding date

All wedding day services are confirmed and are final once the final payment is made. Changes to the contract for services in order to reduce payment, will not be made and payment for all the agreed services will be due for payment.

Any additional services the client seeks to make to the agreed contract for services are at the discretion and approval of the artist. These will be billed for separately to the original contract for services.

Any on the day requests for additional services may be declined due to the time limitations.

Change of location

In the event the client seeks to change the location for the provision of the agreed services, travel costs may become applicable. The artist will provide a bill in relation to the same to the client.

In the event the location is dramatically changed, the artist reserves the right to cancel the agreed contract for services.

Travel costs

The artist charges £1 per mile one way from the artists' home.

In the event there are parking congestion or toll charges applicable the artist will pass such costs to the client for payment

In the event the artist is required to take public transport, railway, aeroplane or Uber to facilitate the contract for services, such costs will be considered additional fees and will be passed to the client for reimbursement to the artist.

In the event the contract for services apply to a destination wedding, all travel and accommodation for the artist will be organised and funded by the client

If the wedding venue location is more than 2 hours travelling distance from the artists home, and a 9am start is anticipated for the services, an overnight stay will be required for the artist. The client is responsible for such costs.

Travel surcharges

Surcharges apply to any travel time that exceeds the standard duration for a trip. Fee Structure: For every hour of travel beyond the expected time, a £15 surcharge will be added each way. For instance, if a 30-mile journey takes 1 hour and 50 minutes when the standard time is 40 minutes, a £15 surcharge will be applied for the excess hour. The artist will calculate this on the booking form. This will be paid by the client to the artist.

Additional costs

In the event the artist is required to commence the agreed services before 6 am an early start fee of £20 per artist, is applicable.

Due to the volume of enquiries for the services of the artist, a minimum spend has been applied to certain periods. You will be provided with information about this, should it apply, at the time of initial enquiry. Saturdays and Bank holidays are the busiest period and a £350 minimum spend if applicable regardless of the type of service sought. There are also minimum spend protocols in place for both off-peak and on-peak periods.

Lashes

Lashes are included in the makeup price and this will not change if you subsequently bring your own lashes and apply them yourself. The artist will be happy to apply any of the clients' own lashes if this is their preference.

In the event a non-booked bridal party member decides they would like the artist to apply their own lashes on the day, the artist has the right to refuse depending on their personal insurance policy.

Equipment use

In the event of one of your bridal members requesting use of our equipment, including hair pins, spray, tongs, mascara wands, etc. to those who have not booked or paid for a service with us, is up to the stylist/ artist discretion. Please do not be offended if we refuse. If any tools or equipment are not handed back or damaged, if we allow this for your guests, you will be billed on their behalf.

Bridal Trial Bookings

It is highly recommended that a bridal trial take place, and this will take place at the client's home address or the artist's home studio if they one available. Any team members can use the artists' home studio in PR6 at their discretion and availability depending. A charge of £20 will be required to cover the team members' travel charge. This will be paid by the client. Any evening or weekend trial dates are very limited and entirely at the availability and discretion of the artist.

In the event bridal trials take place at an alternative location, they will incur a surcharge of £20 and travel costs may be applicable.

Trials take 2 hours maximum, per service. Any additional time will be charged for at the rate of £25 hourly or part thereof

Discounts

Any discount is only applicable at the time of the booking. In the event of any changes, to the agreed contract of services, the discount will be withdrawn.

Other information

Admin

Admin time such as correspondance, diary management, team management, kit preparations, is charged at £20 per hour. This cost is already factored into Natalie Jane HMUA service price list

Additional artists

If the artist considers that the number of people within the bridal party requires another artist, and the team has no availability to assist, the artist will hire an external company which will include a £100 finder's fee. Any additional artist will be handpicked by Natalie

Jane HMUA to ensure they fulfil the standards of expertise required. If their rate is higher than Natalie Jane HMUA, this cost will be paid by the client.

In the event the client refuses this option the artist cannot guarantee all the services can be provided within the timescale

Flower girl / Junior bridesmaids

Time slots for simple styling for younger children will be limited to 25 minutes. Anything that exceeds this time due to hair types/lengths or heavier makeup applications will incur additional charges. This will be up to the artists' discretion once the client has provided their hair naturally down or makeup inspiration.

Time slots for older children (up to 14 years) will be limited to 45 minutes

Extensions and accessories

As part of the service the artist will apply any accessories as previously agreed at the trial date.

All accessories must be created/made before the wedding day; this will not be the artist's responsibility to create.

Extensions will be discussed with the client at the trial date and additional costs may apply

Split locations

If the preparation for an event is split between 2 locations, there is a fee for the pack down and reset up process of £25 per artist

Requests for assistance

The artist will not be able to offer assistance to any other members of the bridal party, to whom services have not been previously agreed. This service is not covered under the artists insurance

Responsibilities and Liabilities

Client responsibilities

The client has a responsibility to ensure the artist is informed of any potential issues such as but not limited to medical conditions, allergies, skin sensitivities for themselves and all member of the bridal party. The artist will not be held responsible for a condition that

arises, or a loss incurred by the client or a third party, if the client failed to notify the artist of any known conditions

In the event the client or a member of a bridal party becomes aware of an issue that causes concern, the services may be withdrawn due for hygiene purposes.

It is the client's responsibility to ensure there is a suitable working place for the artist which has adequate lighting, electric sockets and a hand washing facility

It is the client's responsibility to ensure that any children or infants are kept away from all of the artist's equipment including products and heated tools for Health and Safety reasons. The artist will not accept responsibility for any injury that may be sustained as a result of these precautions not being followed.

The client is responsible for ensuring all clothing and wedding attire is out of the way of styling products and heated tools. The artist accepts no responsibility for any damage that may be caused to the attire as a result of these precautions not being followed.

The artist will ensure a guided timeline is provided to the client in order for the services to be provided in a prompt and effective manner. It is the client's responsibility to ensure all members of the bridal party are cooperative and compliant with the said timeline

The artist will not be held responsible for any personal injury sustained as a result of the agreed services being provided.

The artist reserves the right to cancel the booking with immediate effect if it is discovered the booking was made under false pretences i.e., booked for a celebration but is actually a wedding.

Artist's responsibilities

It is accepted the artist will not style the hair of anyone that is discovered to be suffering from head lice

It is the artists' responsibility to ensure the contract for services is fulfilled to the best of their ability.

In the event the artist recommended another vendor, they are not liable for any failures of that vendor.

Natalie Jane HMUA + co has public liability insurance

Photography and the use of images

The artist may take images of the bride/nearly wed and bridal party at the trial date and these may be used as reference

Any imagery taken at the trial date or on the event date may be used for marketing purposes which include but are not limited to social media, website, portfolio

The client confirms that the artist may contact the event photographer and request images of the event day. The artist confirms they will always credit the event photographer

In the event the client does not wish the artist to use any of the imagery of the event day, notification must be provided in writing to the artist from the client, and for it to be deemed effective the artist must acknowledge the same

Behaviour

In the event the artist is made to feel uncomfortable or unsafe in any way, or if any member of the bridal party, the event party or guest, displays abusive, aggressive or offensive behaviour towards the artist, it will be treated as if the contract for services has been terminated and the artist will leave immediately.

(Please do not hesitate to contact me with any queries regarding the terms and conditions above.

Natalie Melling)