

The Makeup Ladies Booking Terms & Conditions

These Terms and Conditions (the "User Terms") govern the use of our website, the booking service of The Makeup Ladies Brisbane ("The Makeup Ladies"), and all other services provided by The Makeup Ladies (the "Services").

Please read these User Terms carefully as they are a legal document and by using the Services, you agree to be bound by these User Terms.

The client agrees, upon using the Services, to understand, agree, and be responsible for all booking conditions, including all payments that are to be made by specified dates.

FOR HAIR AND OR MAKEUP BOOKINGS:

- Please visit www.themakeupladiesbrisbane.com
- or www.facebook.com/themakeupladiesbrisbane/
- or email: themakeupladiesbrisbane@gmail.com

SERVICE PRICES:

All prices listed at www.themakeupladiesbrisbane.com are per person unless otherwise clearly specified. Prices are correct at the time of publication; In case of human or computer error, The Makeup Ladies Brisbane reserves the right to re-invoice for the correct price or service/s to be charged.

Prices quoted are valid for 7 days from the quotation date unless otherwise indicated. Please note that all prices and availability are subject to change, at the discretion of The Makeup Ladies.

The service fees quoted/invoiced may not include unknown costs associated with the booking such as additional travel, parking fees, and/or any other unique or special requirement/s that are not known at the time of the issuance of the quote/invoice. A further updated invoice will be issued to cover the said costs.

PAYMENT METHODS:

Payments to The Makeup Ladies can be made by the following methods:

- Bank Deposit; This is the preferred method of payment to The Makeup Ladies' Suncorp bank account details:
 - Account Name: The Makeup Ladies Brisbane
 - BSB: 484-799
 - Account Number: 350 396 087
- Cash; Payable on the day of the booking, however, must be prior approved/arranged with The Makeup Ladies in writing.

- Credit / Debit Card; Payments can be arranged via a credit/debit bank card, through our Square invoicing online system

The client scheduling the appointment will be held responsible for the total booking retainer amount to be paid by the stipulated time/s, prior to or on the day of the appointment (as advised and agreed to by The Makeup Ladies)

PAYMENT BREAKDOWN:

For bookings made more than 2 months in advance, the following schedule applies.

For SINGLE Bookings (1 person only):

1. Initial Payment: **A \$100 BOOKING RETAINER** is to be paid upon booking to secure the requested appointment date and time.
2. Final Balance: is to be paid 7 business days prior to the appointment date or on the day of the booking (if prior arranged), including any further expenses (such as travel and or parking fees) or not known at the time of the quote/original invoice.

For GROUP (2 or more people):

1. Initial Payment: **A \$150 BOOKING RETAINER** is to be paid upon the issue of an invoice to secure the requested appointment date and time.
2. Part Payment: The next 50% of the remaining balance payment is to be paid by the stipulated date on the invoice (e.g. 2 months prior to the appointment date)
3. Final Balance: is to be paid 14 days prior to the appointment date, including any further expenses (such as travel and/or parking fees) or not known at the time of the quote/original invoice.

*If the booking is made less than 2 months prior to the booking date, the payment schedule will be specified in the invoice.

For LAST-minute Single/Group Bookings (Made within less than 7 days from the booking date)

1. The TOTAL invoiced amount is to be **paid in FULL** upon the invoice being issued to the client / prior to or on the appointment date as advised by The Makeup Ladies

BOOKING RETAINER:

- All (Single & or Group) booking retainer amounts are **non-refundable and non-transferable** to other clients/people & booking dates.
- All bookings with The Makeup Ladies require a booking retainer to secure the requested appointment date and time. No appointment dates will be provisionally held unless a booking retainer is paid in advance; appointments will only be confirmed upon receipt of the booking retainer funds received (the "Paid booking retainer")
- All bookings will be subject to The Makeup Ladies' availability for the requested appointment date and time.

POSTPONEMENT & CANCELLATION POLICY:

All cancellations or postponements by the client must be communicated as soon as possible in writing, by email and will only be confirmed upon receipt of the communication.

Cancellations or missed appointments without prior notice will incur the full cost of the appointment.

Should the client request a booking date change, this will be considered as a booking cancellation (Original booked date no longer required). If a new booking date is requested & The Makeup Ladies can accommodate the date change, this will be treated as a new booking, and a subsequent invoice will be raised, including the relevant booking retainer fee to secure the new date.

Any credit, refund, or other applicable adjustment arising from a full booking cancellation will be assessed on a case-by-case basis, taking into consideration the date on which the cancellation is requested and the amount of notice provided prior to the original scheduled booking date. All the funds paid that were NOT YET DUE on the invoice payment schedule will be credited or reimbursed.

BOOKING POSTPONEMENT:

Should any part payments have been paid before the booking date postponement request, The Makeup Ladies will review the transfer of these paid funds and the notice period given on a case-by-case basis.

**Special conditions apply for cancellations due to a Force Majeure / Severe Weather condition / Brisbane City / Qld State lockdown*

REFUNDS:

The Makeup Ladies do not offer any full or partial refunds for any completed services; therefore, if during the appointment, you are in any way dissatisfied with the Services provided, you must promptly notify either Ashley or Maria from The Makeup Ladies or any of the subcontracted artist or hairstylist whilst they are on location in order to provide a solution. If the client does not raise a complaint during the appointment, the Service will be deemed complete in satisfaction with the client and all future claims will be dismissed.

In the event that either Ashley, Maria or a subcontractor from The Makeup Ladies falls ill or they are physically unable to attend your appointment for any reasonably unforeseeable reasons, all attempts will be made by The Makeup Ladies to send a trusted replacement colleague/subcontractor to your appointment, who will be fully briefed.

In the unlikely event that The Makeup Ladies will need to cancel your booking for unforeseen reasons and are not able to find the client a suitable replacement makeup artist and or hairstylist

for the booking in question, all monies transferred at the time of the cancellation shall be refunded to the client, however, The Makeup Ladies reserves the right to review this on a case-by-case basis. This includes personal and reasons beyond their control such as a Force Majeure / Severe Weather conditions / Full Brisbane City or QLD State lockdown. Please refer to page 9.

TIMINGS AT BOOKINGS:

Time management is of the essence with any makeup and or hairstyling appointment with The Makeup Ladies to ensure the completion of the requested services at the stipulated end time, therefore adherence to appointment times is critical in ensuring that we, The Makeup Ladies deliver the requested service/s you expect. Therefore, when making appointment times please note that these times will be strictly adhered to. Should unforeseen circumstances arise, the onus is on the bride or client to advise The Makeup Ladies as soon as practicable. The Makeup Ladies is not responsible if the desired completion time is not met due to the client or bridal party members causing delays, such as late arrivals of clients/bridal party, coffee/food/smoking breaks, breastfeeding time allowances whilst a service is being performed. Extra time fees may be applicable, these will be charged at \$25.00 per 15-minute increment over and above the stipulated finish time.

CHANGES TO BOOKINGS (Single & Group Bookings)

Once your booking has been confirmed by payment of the booking retainer, the date, time and artists required are reserved exclusively for your booking date and timeslot. Any further changes may impact the assigned artist's availability and the Company's ability to accept other paid bookings on that date. The following terms apply to requested booking changes made by the client.

1. Reducing or Removing Services

Should the Client request to reduce or cancel any booked makeup and/or hairstyling service/s after the initial booking retainer has been paid to secure the booking:

- A **Booking Amendment Fee of \$50.00 per cancelled or removed service** (Hairstyling & or Makeup service) will be applied to the total invoiced amount.
- This fee is payable when the booking amendment is requested/changed.

Should the Client request to reduce or cancel services **after the final payment due date (listed on the invoice)** the following applies:

- The Client will remain liable for payment of all services listed on the final invoice.
- No refunds, credits or transfers will be provided for cancelled services or services not rendered on the day of the booking.

2. Changing Your Booking Time

If you request to change the agreed booking start and/or finish time after your booking has been confirmed (Booking retainer paid/ part payments or final payment paid)

- A **Booking Time Modification Fee of \$50.00** will apply.
- An early morning surcharge may also apply where applicable, depending on the required finishing time and the number of services required.

While every effort will be made to accommodate your requested time change, it is subject to the artist's availability.

If the requested time change cannot be accommodated because the assigned artist(s) have other existing bookings or commitments, The Makeup Ladies is not responsible for any services that can no longer be performed due to the revised schedule. In these circumstances, you may still be charged for the affected services.

3. Refunds

Refunds for services not performed will only be considered in exceptional circumstances and solely at the discretion of The Makeup Ladies Brisbane.

Any decision regarding a refund will take into account:

- When notice of the cancellation or change was received;
- Whether the Company was able to reallocate the reserved booking time; and
- The specific circumstances surrounding the request.

These charges are incurred because The Makeup Ladies' Team of Artists reserves the required date, time allocation, and artist(s) exclusively for your booking. Changes made after confirmation may result in lost income for both The Makeup Ladies and the assigned artist(s), as those reserved appointment times are unlikely to be rebooked at short notice, especially during peak event/bridal seasons and days of the week that are in high demand (Thursday - Weekend)

ADDITIONAL SERVICES REQUIRED (Day of booking):

i.e. Extra people wanting makeup and/or hair styling services

If any additional people require makeup and/or hairstyling services on the day of the appointment but have not been included in the original booking/invoice issued, this is not normally a problem, and payment can be made via cash or bank transfer to The Makeup Ladies at the appointment. Please, where possible, give The Makeup Ladies / subcontracting stylists prior notice if others at the booking are after further styling so that we can prepare and adjust the associated timings, if possible. Depending on the allocated appointment time, this may not always be possible; please respect The Makeup Ladies' decision to decline if so, especially for a bridal or group booking.

EARLY MORNING START TIME:

For all bookings that require the artists/hairstylists to start between;

- **Before 5:30 AM** will incur a **\$95.00 fee** per artist hired.
- **5:30 AM - 6:15 AM** will incur a **\$75.00 fee** per artist hired.
- **6:15 AM - 7:30 AM** will incur a **\$55.00 fee** per artist hired.
- From 7:30 AM onwards no charge

The booking start time will be based on the time required to complete all the services by the requested end time.

Brides/clients do not choose the time at which The Makeup Ladies and or any other artist/s subcontracted to The Makeup Ladies are to arrive; The Makeup Ladies will notify the Bride/client of their arrival time the week leading up to the wedding/group / single person appointment and will provide an estimated timeframe schedule of the requested start time and estimated finish time for all bridal/large group appointments.

MISCELLANEOUS FEES:

CALL-OUT/TRAVEL FEE:

A call-out/Travel fee will be incurred depending on the distance The Makeup Ladies are required to travel to get to your requested appointment location. Not applicable to bookings at the Artist's home-based studio (If offered at the time of booking)

TRAVEL/PARKING FEES/TOLLS:

In the event that any hotel/motel/venue parking fee/s are incurred as a result of the appointment location, these additional charges will be passed on to the client for reimbursement at the time of the appointment (if known) or prior to The Makeup Ladies' departure. If parking is to be required at a hotel/motel/venue, we request that the client please arrange this with the hotel/motel/venue in advance of the appointment and have the related charges applied to their room tab, etc. We, The Makeup Ladies request that up to two car spaces are to be allocated at the requested appointment hotel/motel/venue unless otherwise stated.

ADDITIONAL SURCHARGES

SATURDAY:

Bookings on Saturdays with less than 3 services booked (Makeup and/or Hair) will attract a 10% Service Surcharge (i.e. 1 or 2 services ONLY)

SUNDAY & PUBLIC HOLIDAYS:

Any appointments on Sundays or public holidays will attract a 20% Surcharge (Single or Group bookings)

OVER-TIME:

In the event that you the client are late for an appointment (over 15 minutes from the original start time) and/or an appointment exceeds the scheduled time that we have allowed as a result of delays caused by the client, an additional fee of \$25.00 per 15-minute over-time increment will be charged on top of the total cost of your service/s.

OVERWET / DAMP HAIR prior to dry hairstyling:

Should the client not have hair dry enough for a dry hairstyle to be done e.g. client has wet or very damp hair (This does not apply to a previously booked blow-dry & style) and therefore The Makeup Ladies or the artist/s subcontracted to The Makeup Ladies is required to blow dry the hair to a suitable dryness prior to starting the desired dry hairstyle such as GHD Curls or a half up or full up style, an additional cost of \$35.00 per person will be added to the booking if this is the case on the day of the booking.

HAIR EXTENSIONS / EXTRA HAIR PADDING (if required for the Bride/ Bridal party hair services):

An additional charge of \$35.00 per person will be required for the application of any hair extensions (if provided by the client) and or any extra hair padding application required for the particular hairstyle requested.

LONG HAIR AND EXTRA LONG HAIR

For hairstyling of long hair (if hair length is at/on the bra strap at the back or below) surcharges apply as per quote.

HAIR AND OR & MAKEUP TRIALS

The same service fees (Single or Group bookings) apply to any makeup and or hair styling trials (Monday - Friday) at The Makeup Ladies' home-based studios in either Toowong or Alderley. A travel/call-out fee (per artist required) will apply for trials to be done at another location.

Please note that a 20% SURCHARGE applies for Trial bookings requested on a WEEKEND (based on our availability)

GENERAL DISCLOSURES: HYGIENE POLICY, HEALTH & SAFETY

You, the client and anyone else associated with the booking / receiving the requested services acknowledge that all makeup & or hairstyling services provided by The Makeup Ladies and any related subcontractors involve the application of makeup/cosmetic/hair styling products and associated tools, directly to the relevant body parts; including but not limited to your eyes, skin and or your head/hair (if hairstyling is also required), therefore you agree that you have disclosed any and all medical or other skin/hair conditions known to you which a reasonable

person would disclose, including but not limited to general allergies, skin/scalp sensitivity, contagious skin/eye conditions such as; conjunctivitis, active herpes (cold sores), impetigo/Methicillin-resistant Staphylococcus aureus (MRSA), head lice (nits) or any known viruses such as the flu, Coronavirus. Please note that The Makeup Ladies cannot work on and will refuse services to be performed on clients who are at the time of the appointment, contagiously ill or have any contagious infection/s. The particular service/s will, therefore, be refused at the particular makeup artist's / hairstylist's discretion.

The Makeup Ladies or any subcontractors working with them are not, under any circumstances, responsible for any allergic reactions to products used. The onus is on you the client to notify The Makeup Ladies if you or anyone associated with the appointment/services to be received have any particular hypersensitivity that you are aware of. Should you request for any of your own product/s that you are familiar with, to be used only on yourself by the artist/stylist, you then agree that we, The Makeup Ladies are not liable for, & will indemnify us from any & all claims, liabilities, costs, loss, & causes of action relating to personal injury or death arising directly or indirectly as a result of your products being used at the time of booking.

The makeup chair that is provided by The Makeup Ladies / the subcontracted artist has a weight limit of approx. 90 Kilograms. Should this not be suitable due to the weight restriction or any other physical limitation such as pregnancy or disability please notify us at the time of your appointment or in advance and we will find another suitable chair in the utmost discretion. The Makeup Ladies and or the subcontracted artists are under no obligation to ask clients their weight; the onus is on the client to advise of any clients that will need alternative seating. We accept no liability for any claims arising from weight exclusions regarding our makeup chairs you then agree that we, The Makeup Ladies are not liable for, & will indemnify us from any & all claims, liabilities, costs, loss, & causes of action relating to personal injury or death arising directly or indirectly as a result of the chair used at the booking.

The Makeup Ladies reserves the right to stop work if there is any smoking in or entering the vicinity of the makeup/hair styling area for the health and safety of our team. The Makeup Ladies / the subcontracted artist reserves the right to refuse service on any clients displaying contagious viral symptoms including but not limited to vomiting, diarrhoea and suspicious rash to ensure the health of our staff and our other clients.

Children and or pets in attendance at the booking are to be supervised by a responsible adult at all times. Children and or pets are not to be in the service area at any time unless they are having a service and are being supervised by a responsible adult. This is for their own safety; we use very hot styling tools, operate electrical equipment and have very heavy equipment which can tip if not used correctly. The Makeup Ladies accept no liability for any claims arising from any children's and or pets' injury while in the service area.

FORCE MAJEURE / Brisbane CBD / QLD State Lockdown / Travel Restrictions

Events outside The Makeup Ladies' control, which are not reasonably foreseeable, shall be considered force majeure. This means that The Makeup Ladies Team is released from their obligations to fulfil contractual/booking agreements. Examples of such events are; critical injury, death, risk caused by fire or flood, or natural disasters / severe weather events e.g. cyclones, extreme rain/wind etc. The force majeure also includes government decisions that affect the market negatively and products, for example, restrictions, warnings, travel bans, etc.

OTHER:

For unforeseeable circumstances (out of The Makeup Ladies' or subcontracted artist's control such as illness or injury) the original booked artist(s) may differ from who is assigned initially to the booking. Every attempt will be made by The Makeup Ladies to provide trusted and experienced artists to complete your booking.

Damages, theft or contamination to The Makeup Ladies' or the subcontracted artists' property caused by any person, (including children and or pets), require on-the-spot compensation of equipment plus shipping costs of that equipment. This applies to damaged or contaminated items. As children/pets cannot compensate, their responsible adult, (or The Client), will be held responsible for on-the-spot compensation.

We do our best to ensure the products we use at a trial are also used on the wedding day but please be aware that there are situations beyond our control that may prevent this, such as a supplier discontinuing a product or a supplier delay in restocking a product. We will always aim to replace the product with something similar.

Clients acknowledge that The Makeup Ladies may use any photographs or images taken for portfolio, website and any promotions; please let us know if you are not comfortable with this arrangement.

The client understands that once they pay the booking retainer, they are legally bound by this document.

The User Terms may be altered; however, the version supplied at the time of booking will be applied. You may request the most up-to-date version by contacting The Makeup Ladies; email: themakeupladiesbrisbane@gmail.com or refer to www.themakeupladiesbrisbane.com