



TERMS AND CONDITIONS (Updated 6.1.23)

1. Any changes or additions to the Service or these Terms and conditions must be agreed by Deborah Armstrong (The Artist) and yourself (The Client)
2. It's the clients responsibility to ensure that the service will take place in a safe and healthy environment with access available to the premises.
3. No animals are permitted in the working area and around the kits for health and safety reasons
4. For avoidance of doubt, the professional services to be provided by The Artist will be confined only to those agreed in advance and specified in the Booking form.
5. The provision by The Artist of any additional services on the day itself (including the provision of services to any additional third parties) will be entirely at the discretion of The Artist. The client accepts that The Artist shall be under no obligation whatsoever to provide any such additional services beyond those identified in the booking form. The client understands that there may not be sufficient time or products available to The Artist to provide any additional services.
6. If The Artist agrees to provide any additional services other than those identified on the booking form, this will be at a price agreed on the day which will be due and payable immediately.
7. In booking a wedding service the client acknowledges, agrees and accepts that she is happy with the results of the trial/consultation and wishes for The Artist to replicate that look (as close as is reasonably possible). Any uncertainties must be brought to the Artist's attention at the time of the trial.
8. The Artist shall provide the service in accordance with the confirmation invoice, email and contract letter of booking.
9. In some cases The Artist may at any time and without notifying you make changes to the service which are necessary due to health and safety requirements.
10. For weddings a £75 booking fee for each bride service shall be paid on confirmation of booking to secure the wedding date and cover the administration, this is non refundable. Failure to pay the booking fee could result in your date/trial/service not being guaranteed.
- 10a. For wedding guests only and non wedding services a £60 non refundable booking fee is required on confirmation of booking to secure the date of service and cover administration, this is non refundable.
11. The final balance for all services shall be paid on the date specified in the contract letter

12. If The Artist is unable to perform all or part of the any service for any reason outside of their control, including failure by you to comply with any of their obligations under the contract, The Artist will be entitled to payment of the full amount agreed in the contract.
13. The paid booking fee is entering you into the contract in which you agree to The Artist's terms and conditions.
14. If any payment due to The Artist is not made by the due date for payment, The Artist may charge interest on the overdue amount at a rate of 10% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
15. Travel charges will be stated on conformation of booking. The client is liable for any parking charges that apply at the chosen venue.
16. If you require to cancel any services The Artist must be notified a minimum of 12 weeks prior to the service date.
17. If the services are cancelled other than by The Artist, no refund will be provided.
18. In exceptional circumstances refunds may be given at the discretion of The Artist.
19. The Artist is under no obligation to refund any money paid up until point of cancellation, however the client will be liable for further payments depending on the timescale
20. Cancellations 12 weeks or more before the wedding/event date will require no further payments
21. Cancellations 4 -12 weeks prior to the wedding/event date will require a payment of 50% of the remaining balance as a cancellation fee
22. Cancellations up to 4 weeks prior to the wedding/event date will require full payment to cover product costs, administration already undertaken and loss of work.
23. Any reduction in your party numbers on booking less than 12 weeks prior to the wedding/ event date will still be charged at 50% of the price per person
24. If an additional makeup/hairstylist is required for your booking a £50 fee will be required. If you reduce the numbers so there are surplus to requirement in less than 12 weeks prior to the wedding/ events date then full payment for that makeup/ hairstylist will still be due
25. Postponing the wedding/event date due to Government COVID19 or other Government closures restrictions, which mean weddings/events have been cancelled on the agreed date and postponed to another, The Artist will move the booking to the postponed new service date if the Artist is available with no extra charge. If The Artist is not available on the new date, the client will lose the non refundable booking fee that has been initially paid.
26. In circumstances including, but not limited, to emergency, acts of god or illness and The Artist is unable to perform the service, The Artist will endeavour to source an alternative Makeup/ Hairstylist. If no suitable alternative is available a full refund will be given. No further compensation will be offered.

27. The Artist strongly advises you take out wedding insurance to cover you against the above.

28. Wedding trials are required approximately 12 weeks before the wedding date. (Please note- The trial 12 week before the event requirement does not apply if COVID 19 restrictions by the government are in place)

29. The wedding trials are time limited -

Bride hair and makeup - 3 hours, Bride hair or makeup - 1 hour 30 mins, Bridal party hair and makeup - 2 hours, Bridal party hair or makeup - 1 hour.

After these times a fee of £10 per 30 mins thereafter will be due.

30. Appointments for wedding trials/and other services are confirmed via email or text. The Artist understands that in some circumstances you may need to reschedule an appointment, please give at least 24 hours notice. If trials or other treatments are cancelled less than 24 hours, full payment is due.

31. Trial appointments take place at the Artists home and are available Monday - Friday, 9am - 6pm.

32. If the client is late for the trial or other service appointment, only part or none of the service maybe be done, but a full payment is due.

33. If The Artist regrettably needs to the change the wedding trial date, 72 hours notice period will be given.

34. Patch tests are required at least 48 hours before brow treatments

35. Any issues with treatments received must have photographic evidence and be reported within 5 days to allow The Artist to review the complaint and see how to proceed.

36. Payments are accepted by bank transfers.

37. The service The Artist provides will be performed with reasonable care and skill and as far as reasonably possible, in accordance with the contract on booking and at times and dates agreed.

38. The Artist shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any provision of the Service except in respect of death or personal injury caused by our negligence, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Service (including any delay in providing or failure to provide the Service) or their use by you.

39. The Artist shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Service, if the delay or failure was due to any cause beyond our reasonable control, including any fault or failure of you or third party.

40. It is your responsibility to inform The Artist of any issues that may affect the use of any equipment or products. These include but not limited to any sensitivities, allergies and medical conditions. The Artist cannot be held liable for any losses that are incurred due to not being informed of any known conditions. You agree to complete the consultation sheet and to identify any known allergies or products to which you (and other persons wanting a service in your booking) are sensitive and will answer the consultation truthfully.

41. If you feel ill, or have been in contact with anyone showing Covid-19 symptoms, contact the Artist and reschedule the appointment.

42. The client accepts responsibility to make sure any clothing and accessories needed for the wedding/event/ personal belongings are kept out of the way of The Artist working area. If the client or any of the booking party get any products of any kind on clothing or accessories The Artist cannot be liable.

43. The Artist has the right to decline performing the service for abusive or threatening behaviour.

44. The Artist shall not be liable to you for any loss of profits, revenue, contracts, anticipated savings, loss of enjoyment, loss of expectation or any other indirect or consequential loss, howsoever arising

45. In any event, The Artist shall not be liable to you for more than the price of the wedding trial and wedding day services and or any other professional services actually delivered by The Artist. You agree and accept that this is entirely reasonable in the circumstances

46. The Artist shall not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations here under that is caused by an event outside their control including, without limitations, head lice, strikes, lock outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorise attack, war (weather declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster, or failure of public or private telecommunications or transportation networks or damage to or failure of any mode of transportation used by them.

47. At the time of the wedding trial/wedding/event date, photos and notes may be taken by The Artist to ensure that the look is capable of being recreated on the wedding day. These notes and photos can also be used if a replacement artist is appointed.

48. These photos and notes (and/or any taken of the wedding) remain the property of The Artist and you agree that all images of you, your wedding trial/day/service can be used for all promotional, advertising and professional purposes of The Artist without charge or payment

49. The Artist takes your privacy seriously, and will only use your personal information to administer your account and to provide the services you have request.

50. This contract is between The Artist and the client. No other person shall have any rights to enforce any of its terms.

51. These Terms and Conditions clauses operate separately. If any court or relevant authority determines that any of them are unlawful, the remaining clauses will remain in full force and effect.

52. These Terms and Conditions are governed by English law. The parties agree to submit to the exclusive jurisdiction of the English courts.