



Service Agreement for the provision of make-up and hair artistry services

Please note that the "I agree" button on the website's (www.moniqueloren.com) "get in touch" page is your signature to this Agreement when the booking is finalised.

Date of Service: Specified on Website "Get in Touch" Form

No. of persons upon which services are to be performed: Specified on Formal Invoice

Known skin conditions or allergies to ingredients or elements found in cosmetic, hair and/or food products and accessories (Please specify the name of the person(s)) via email.

1. General

This contract outlines an agreement and includes all contractual obligations made between

Monique Loren International Hair and Makeup Artistry, hereinafter referred to as

"Artist" and

(Name on Get in Touch form) hereinafter referred to as "Client".

2. Purpose

The Client hereby engages the Artist to provide **Makeup and/or Hair Services** ("Services") on the date and time agreed, at the location determined by the Client. The Artist agrees to perform these Services for the Client and any other persons to receive indicated by the Client included in this Contract ("Attendants"), under the Terms and Conditions set forth in this Contract. In consideration of the mutual promises and obligations set forth in this Contract, it is hereby agreed between the Client and Artist.

This Agreement does not make the Artist an agent or employee of the Client for any

purpose, the Artist shall at all times be considered as an Independent Service Provider.

3. Client's Obligations

The Client agrees to pay all rates and fees in accordance with the Payment provision. The Client is responsible for Artist's travelling fees, accommodation fees, toll fees, and parking fees in accordance with the Travel/accommodation provision.

The Client will be responsible for collecting payment from every person or persons receiving services. Regardless of any personal agreements made between the Client and any of their Attendants, the Client agrees to assume all responsibility for fees not paid by their Attendants to the Artist in accordance with the Payments provision.

The Client agrees to provide **notice in advance of any and all allergies or conditions in accordance with the Liabilities provision.** The Client also agrees to have any persons receiving services from Artist or their Assistants to give notice in advance, and in writing, of any and all allergies or conditions in accordance with the Liabilities provision.

The **Client shall provide the Artist with a safe and suitable work area at the location** Services are to be performed. This location will also provide the Artist with the capability of performing their Services as described, by providing an appropriate area ("set up" table/flat surface) to work from, ample appropriate lighting by means of natural light or by lamps, and electrical outlets must also be made available for use.

A chair or bar stool is requested but not necessary. Please stipulate if any of the above cannot be provided. Failure to provide for an adequate location may result in a less satisfactory result, for which the Artist shall not be held liable. The Artist will not be held liable for any injuries that should arise while on location.

The artist cannot be held liable for dissatisfaction of attendants (bridal party) if they do not voice their dissatisfaction prior to the artist leaving. If any individual receiving a service is unhappy with their hair or makeup, they need to voice that when the artist asks them if they are satisfied with the service.

Remember to wear a button down shirt to preserve the hair style and makeup while getting dressed.

4. Artists Obligations

The Artist shall provide Services with due skill, time, diligence and care at the location, on the date and time agreed.

The Artist shall use their own products in the provision of the Services, unless otherwise agreed upon.

If the Artist is unable to perform agreed Services for any unforeseeable reason, or unavoidable situation, the Artist agrees to arrange for an equally qualified Makeup Artist/Hair Stylist/Assistant to complete the agreed upon Services for the same agreed upon terms of payment in accordance with this Agreement.

The Artist shall use appropriate sanitary practices.

The Artist shall be responsible for sub-contracting additional Makeup Artists/Hair Stylists/Assistants for large parties in order to perform the Services required in an appropriate time frame in accordance with the Services provision.

The Artist is the sole director of the Services, and shall not be responsible for a less satisfactory result as the result of any interference in such direction by the Client or person present at the appointment.

5. Bookings

A start and end time will be arranged and scheduled. Please note that each service requires a certain minimum amount of time to be completed.

When reserving your date and time, book with this timing in mind. Any additional services outside this contract will only be performed at the discretion of the Artist. All persons involved in services need to be available at the scheduled times of said appointment, failure to do so may result in breach of this agreement. Services for more than one person must be at the same location.

If your booking is for 4 or more people, an assistant may be required to help on the day of event. The Artist shall only guarantee the performance of services on those included in this agreement. The Artist may perform services on additional Attendants at her own discretion, at an additional cost, if time permits.

The **deposit is non-refundable and non-transferable**. Please be advised, dates and scheduled service times will only be reserved when a signed contract (trial) and deposit is received with a proof of payment.

6. Double booking clause

In the rare possible case of double booking, the artist will try every effort to accommodate the client. If the time allows, another artist will be arranged for the day or the artist will give a full refund of monies paid, depending on the time frame.

The client will be provided with the services of another artist if the booked Artist cannot personally provide you with services for your event due to a result of sickness, accidents, acts of God and other reasons beyond the Artist's control.

The client understands that these circumstances are out of the artists control and agrees that there will be no slander or "name and shame" of the artist, the company or and other artists involved. These are damaging statements that can harm the artist's livelihood.

7. Payment

The final balance is due prior to the event date via EFT as one payment, or cash payment. The Client identified in this agreement is responsible for the entire balance of payment. Accepted forms of payment are EFT and Cash on day.

8. Deposit

There will be a 50% non-refundable deposit due when you book your appointment before the occasion. This is required to hold your date. This 50% will count towards the Clients' service purchase if the Client chooses to have services provided. The remaining balance will be due 3 days before the schedule date and any services are performed.

9. Cancelations

The Artist reserves the right to terminate this contract immediately for any breach of terms, and the contract will become void and all monies given are non-refundable. This booking arrangement cannot be changed after the Artist/s arrives for the appointment. Services cancelled before the day of the occasion will not be eligible for a refund on deposits. If the Artist cancels this agreement for a reason other than breach at any time or is unable to perform the Services for any reason and is unable to find a replacement Artist, the deposit paid will be fully refunded within two weeks. Client agrees that the refund of 100% of the deposit is the only liability to the Artist, employees and agents.

If such an event is cancelled or postponed under ANY circumstance prior to the original set

date, the Artist may help the Client if the Artist is available to do so. If the Artist cannot assist the Client on the new date, the Client forfeits their booking deposit.

Monies paid are not redeemable for ANY OTHER SERVICES other than bridal.

10. Travel/accommodation

The travel fee will be indicated on the clients invoice and is calculated as:
R5 per kilometer determined by Google Maps and calculated from New Street, Somerset West.

The Client is responsible for all valet parking, parking fees and toll fees.

All costs for travel to a booked event are to be paid by client. Costs may include, but not limited to: airfare, hotel, transportation and parking.

11. LIMITATION ON LIABILITY

The Client shall not hold the Artist or her employees liable and agree to indemnify Monique Loren International Hair and Makeup Artistry for any harm, claim, loss, costs, damage, injury or product reaction to any person or property arising, either directly or indirectly, from the Artist's performance, or any other reason whatsoever.

All brushes, tools and makeup products are kept sanitary and are sanitised between makeup applications. Any skin condition or allergies should be reported by the Client to the Artist prior to application and, if need be, a patch test of makeup may be performed on the skin to test for a reaction. Client(s) agree to release the Artist from liability for any skin complications due to allergic reactions. If Client(s) have a serious skin/health conditions, the Artist will have to discontinue the service(s) due to hygiene complications.

12. Dispute Resolution

Any dispute arising from this Agreement must first attempt to be resolved by means of meaningful negotiation between the parties and thereafter by means of Alternative Dispute Resolution according to the rules of the Arbitration Foundation of South Africa, such dispute resolution would take place in Somerset West, Western Cape, South Africa or at a place agreed upon by the Artist.