



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

services Please complete and sign this Agreement before any bookings will be finalized and confirmed.

Date of Service: _____

No. of persons upon which services are to be performed: _____

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)):

1. General

This contract outlines an agreement and includes all contractual obligations made between **POUT MAKEUP ARTIST** (hereinafter referred to as "Makeup Artist") and the person/s seeking the services of POUT MAKEUP ARTIST.

I, _____ (Name), hereinafter referred to as the "Client"

2. Purpose

The Client hereby engages the Artist to provide **Makeup/Fashion Styling** ("Services") on the date and time agreed, and at the location agreed by both parties. The Artist agrees to perform these Services for the Client/s (and any additional) person/s that was discussed, and agreed upon, at the initial quote stage. Confirmation will only be secured by means of a 50% deposit set against the invoice/quote provided by POUT MAKEUP ARTIST, the deposit needs to reflect within 24 hours in POUT MAKEUP ARTIST's bank account to secure the date requested, failing this procedure your date will not be secured, and you could potentially lose the date requested. It is very important that you follow up your booking with a "confirmation-of-date" email (for both parties), to ensure that your dates are stated in writing, and that there are no possible misunderstandings, and your date is indeed secured as requested.

Cancellation of POUT MAKEUP ARTIST services will follow as such, cancellations done one month in advance will be subject to 25% loss of deposit, cancellations done 2 weeks before services will lose 35%, and lastly....any cancellations done one week and less will carry the penalty of losing there 50% deposit without further negotiation.

The Client/s included in this Contract ("Attendants"), under the Terms and Conditions set forth in this Contract and 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 mentioned. The Client is responsible for Artist's traveling fees, accommodation fees, toll fees, and parking fees.

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Travelling fee is in accordance with the current AA per km rate.

As a travelling makeup artist (travelling with a client to their destination), will need to make their bookings at least 3-4 months in advance. T & C's apply.

Group bookings: The Client will be responsible for collecting all the deposits (from secondary person/s)

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. **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. Please see payment instructions set out above.

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, and securing dates: as set out above in this document.

6. Double booking clause

Due to potential scheduling conflicts, if prior bookings change time and/or locations, it may result in tardiness or inability to perform services for your booking. Although every effort shall be made to accommodate all parties, we adhere to the FCFS (The first to have come is the first to be served) policy whereby the requests of clients are attended to in the order that they reserve their services, without other biases or preferences.

You 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.

7. Payment of balance owing: Needs to reflect in POUT MAKEUP ARTIST account by no later than midnight (on the day before the event), failing to settle will result in cancellation, and loss of deposit as set out in the previous pointers.

Payment method: EFT or cash payment. The Client identified in this agreement is responsible for the entire balance of payment, any 'no-payments' shows connected to your booking dates will result in the cancellation of your booking, and you will be subject to the "cancellation" procedure as discussed in previous pointers above

8. Re-cap of Cancelations

The Artist reserves the right to terminate this contract immediately for any breach of terms, and the contract will become void and penalties will apply as per the scale presented in previous pointers. The original booking arrangement cannot be changed after the Artist/s arrives for the appointment. Appointments cancelled, or date changes, one week or less before the occasion will not be eligible for their 50% deposit refund. 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 seven working days. Client agrees that the refund of 100% of the deposit, is the only liability to the Artist, employees and

9. Limitation On Liability

The Client shall not hold the Artist or her employees liable and agree to indemnify POUT Makeup Artist 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 sanitized 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.

10. 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.

I, _____, have read and understand the Terms and Conditions above.

Date _____

Signature _____