

SERVICE LEVEL AGREEMENT

Please complete and sign this Agreement. Receipt of this, along with proof of deposit payment will confirm booking. **NO BOOKING WILL BE CONFIRMED WITHOUT POP AND SLA.**

Name & Surname:			
ID Number:			
E-mail Address:			
Contact Nr:			
Date of service:		Ceremony/Event Start time:	
Location of service:			
Venue availability time:			
Photographer:			

Please list any known skin conditions or allergies to ingredients or elements found in cosmetics, hair and / or food products and accessories. Please specify the name of the person(s) affected:

Please list any special requirements:

1. GENERAL

This contract outlines an agreement and includes all contractual obligations made between HelloWoman Creations (Pty) Ltd, hereinafter referred to as "ARTIST" and

_____ (Name), hereinafter referred to as "CLIENT".

2. PURPOSE

The CLIENT hereby engages the ARTIST to provide Professional Specified Services (hereinafter referred to as "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 (hereinafter referred to as the "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 the ARTIST. It is clear that 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.

Initial: _____

Date: _____

3. CLIENT'S OBLIGATIONS

- a. The CLIENT agrees to pay the full cost of service, including all extra expenses as set out in the quotation and as per payment terms stated.
- b. The CLIENT is responsible for all the ARTIST's further expenses, including but not limited to the travelling and toll fee costs, accommodation costs, parking fees, etc.
- c. The CLIENT is responsible for the total cost of SERVICES offered to all the Attendants, regardless of any personal agreement made between the CLIENT and any of the Attendants.
- d. The CLIENT agrees to provide upfront notice of any and all allergies or skin conditions. The CLIENT also agrees to have any persons receiving SERVICES from the ARTIST to give notice in advance, and in writing, of any and all allergies or skin conditions.
- e. The CLIENT acknowledges and agrees that no services will be provided to clients / attendants that may have contaminable conditions like pink eyes, for example. The CLIENT will ensure that the ARTIST and her kit remains free of any contaminatable exposure.
- f. The CLIENT shall provide the ARTIST with a safe and suitable work area at the location. This includes a table/flat surface to work from, ample appropriate natural light and electrical outlets. Please stipulate if any of the above cannot be provided. Failure to provide the above may result in less satisfactory results, for which the ARTIST will not be held responsible.
- g. All services will be provided in one area. Should the ARTIST be required to pack up and move to a second location / room in between services, a fee of R500 will be added to the cost per ARTIST, payable upfront.
- h. The ARTIST will not be held liable for any injuries that should arise while on location.
- i. The CLIENT shall wear clothing like a button down shirt or dress that can be removed via your feet to preserve the makeup when undressing.
- j. The CLIENT agrees to maintain the make-up as per the ARTIST guidelines and explanation at all times.
- k. All Attendants will arrive with a clean, washed face. No make-up will be removed by the ARTIST. The ARTIST has the right to refuse services should clients not adhere to this requirement. The CLIENT is aware that "only mascara" or "a little bit of foundation" is still make-up.
- l. The CLIENT understands and agrees that no product other than what is supplied by the ARTIST, will be used in the service delivery, except if priorly agreed. This includes lash strips, with no exception.
- m. The CLIENT understands that the ARTIST is the only party permitted to touch or use the items in the kit, and agrees to strictly refrain from requesting the use of any products / tools of the ARTIST, be it for themselves or any other person. The CLIENT also accepts responsibility to the replacement value for any loss / damage or contamination occurred due to non-compliance from them or their delegates.
- n. The CLIENT is aware that a minimum of forty-five (45) minutes is required per adult application, and twenty-five (25) minutes per delegate under twelve (12) years old. Should there not be enough time available between start and finish times, the CLIENT understand that an assistant(s) will be required, at a cost to the CLIENT
- o. The CLIENT and the Attendants agree that the Artist is contracted to do one application per person. The Artist has the right to refuse touch-ups or charge a fee

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for extensive touch-ups if the make-up is not maintained during the drying/setting phase.

4. ARTIST'S OBLIGATION

- a. The ARTIST will provide SERVICES with due skill, time, diligence and care at the location, on the date and time agreed.
- b. The ARTIST will only make use of high quality, professional products.
- c. The ARTIST will use their own products in the provision of SERVICES, unless otherwise agreed upon.
- d. If the ARTIST is unable to perform agreed SERVICES for any unforeseeable reason, or unavoidable situation, the ARTIST will arrange for an equally qualified ARTIST to complete the SERVICES on the same terms of this Agreement.
- e. The ARTIST shall use appropriate sanitary practices.
- f. The ARTIST shall be responsible for sub-contracting additional artists for large parties in order to perform the SERVICES required in an appropriate time frame.
- g. The ARTIST is the sole director of the SERVICES and shall not be responsible for a less satisfactory result as a result of any interference in such direction by the CLIENT or person present at the appointment.

5. TERMS

- a. A start and end time will be arranged and scheduled. Please note that each service requires certain minimum amount of time to be completed.
- b. As the ARTIST quotes per service, and not per day, the timeline of the services provided on the day is to the full discretion of the ARTIST, taking into consideration other service providers and event starting times, etc.
- c. Should the CLIENT wish for the ARTIST to avail her/themselves for the full extent of the day, the daily rate can be requested.
- d. A late fee of R500-00 per artist will be charged for every 30 minutes application exceeds the allocated time due to the CLIENT being late or delaying the schedule.
- e. Any additional SERVICES outside the agreed SERVICES will only be performed at the discretion of the ARTIST and may result in additional charges, if time permits. All further services will be paid on the day prior to any additional SERVICES taking place.
- f. All persons involved in the SERVICES need to be available at the scheduled times of said appointment. Failure to be present may result in breach of this agreement. The ARTIST will not take any responsibility in this case.
- g. SERVICES for more than one person must be at the same location, except if otherwise agreed upon.
- h. The 50% booking / retainer fee is non-refundable and non-transferable. Please be advised that dates and scheduled service times will only be reserved when a signed Agreement along with the required proof of payment of deposit is received. First come first served principle will apply on all dates.
- i. Should any number of delegates be removed from the services within three months from the event date, the 50% booking fee on those services will still be payable.

Initial: _____

Date: _____

- j. Minimum daily rates apply for all ARTISTS. Should cancellation of services result in the payable services fees being less than the minimum rates, the minimum rates will be applied.
- k. Trials are available for brides and all other bridal parties, as per quotation. Trials will be done in studio. No trials will be done on a Saturday. Trials on a Sunday will be at the quoted rate plus an extra fee of R1500-00 per service.
- l. No form of abuse or mistreatment of any kind will be allowed. Should this happen, continuation of services will be on the sole discretion of the artist in charge.

6. PAYMENT

The final payment is due 14 days prior to the event date via EFT. The CLIENT identified in this Agreement is responsible for the entire balance of the payment. The CLIENT agrees that no expenses will be incurred by the ARTIST without full payment received, including any travelling expenses.

7. CANCELLATIONS

- a. The ARTIST reserves the right to terminate this Agreement immediately for any breach of terms. The contract will become void and the retainer / deposit will be non-refundable.
- b. The booking arrangement cannot be changed within 30 days from the scheduled arrangement.
- c. Bookings cancelled within eight weeks of the scheduled arrangement holds a 100% payment liability.
- d. If the ARTIST cancels this agreement for reasons 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 refundable within two weeks. This excludes all possible unforeseen accidental situations en route the CLIENT (like a car accident).
- e. The CLIENT agrees that the refund of 100% of the deposit is the only limited liability to the ARTIST, employees and agents.

8. TRAVEL / ACCOMMODATION

- a. The travelling fee will be set out on the quotation and invoice.
- b. The CLIENT is responsible for all travelling costs incurred, be it airfares, car rental, valet parking, parking fees, toll fees, etc.
- c. Should the timeframe on the day require the ARTIST to leave home prior to 06:00AM, accommodation and meals needs to be made available for the night prior.
- d. All accommodation will be private accommodation with at least a three star rating, and the ARTIST will not share a room and bathroom (except with a HelloWoman team member)

Initial: _____

Date: _____

9. SOCIAL MEDIA & MARKETING

- a. The CLIENT herewith consents that all photographs/videos taken at the trial and any wedding/event photos/videos may be used by the ARTIST on social media and in any marketing material.
- b. The CLIENT agrees that a minimum of five professional photos will be sent to the ARTIST once received from the photographers.

10. LIMITATIONS ON LIABILITY

- a. The CLIENT shall not hold the ARTIST or her employees liable and agrees to indemnify HelloWoman Creations (Pty) Ltd, as well as Martie Truter for any harm, 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.
- b. All brushes, tools and make-up products are kept sanitary between make-up applications. Any skin condition, allergies or ailments should be reported by the CLIENT to the ARTIST prior to the application and, if need be, a patch test of make-up may be performed on the skin to test for reaction.
- c. CLIENT agree to release the ARTIST from liability for any skin or eye complications due to allergic reaction. If CLIENTs have a serious skin/health condition, the ARTIST will have to discontinue the SERVICES due to hygiene complications.
- d. The ARTIST cannot be held liable for tearing eyes or airbrush products that doesn't dry properly due to venue conditions, client perspiration, weather, or neglect during drying. Touch-ups include Lips and Powder. It excludes re-applications of any sort.

11. 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 would take place in Pretoria, Gauteng, South Africa or any place agreed upon by the ARTIST.

I, _____, have read and understand the Terms and Conditions above. I herewith agree to it in full.

Date: _____

Full name of client: _____

Signature: _____

Initial: _____

Date: _____