

## General Conditions

### Purpose

The purpose of the General Conditions are to set out the contractual relationship between the Client and the Companies as set out below for the provision of hair and make up and other beauty services or treatments (the "Services") to be performed by the Companies for a specific Event.

### Parties

This agreement is made between:

"Claire Nicole Limited" of 167 Broad Hinton, Twyford, Berkshire, RG10 0XA

"The Artist" a freelance hair and make up professional who shall be identified to the Client once a Booking has been accepted; and

"The Client" who shall be identified as the person named in the Booking Form

### 1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) regulations governing Services performed or (ii) the mandatory provisions of law, all offers for Services and all resulting contractual relationship(s) between Claire Nicole Limited and/or any subsidiaries or agents or subcontractors or The Artist (each a "Company") and The Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (herein referred to as "General Conditions").

(b) The Companies may perform services for persons issuing instructions (herein referred to as the "Client").

(c) Claire Nicole Limited will accept and acknowledge a Booking from The Client after the completion of a Booking Form and receipt of payments as set out in clause 4. After acceptance of a Booking, and prior to the Services being performed, Claire Nicole Limited will introduce The Client to The Artist at which point a contract between the Artist and the Client will be deemed to be in effect and The Artist will perform the Services for The Client. under the terms set out in these General Conditions.

### 2. Provision of Services

(a) The Companies will provide Services using reasonable care and skill and in accordance with the Booking and/or any relevant trade custom.

(b) Claire Nicole Limited may delegate the performance of all or part of the Services to an agent or subcontractor and the Client authorises the Companies to disclose all information necessary for such performance to the agent or subcontractor.

### 3. Obligations of the Client

The Client will:

(a) ensure that sufficient information, instructions and documents are provided to enable the required services to be performed;

(b) allow all necessary access for the Companies' representatives to the Venue where the Services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services;

(c) ensure that all necessary measures are taken for safety and security of working conditions at the Venue during the performance of Services.

(d) accept that the Companies cannot be held responsible for road and traffic conditions and while the Companies will always do their best to ensure the timely arrival of its representatives, local incidents, weather conditions, unscheduled roadworks and unforeseen bottlenecks may conspire to delay a representative. In the unlikely event of an inability on the part of the Companies to get a representative to the Client, a full refund will be payable.

(e) ensure that the Companies' representatives are not delayed in their endeavours to complete the services through the non-arrival at the Venue of the Client or other members of their party. The delayed appearance of the Client or interruptions to the service caused by external influences may result in the Companies being unable to complete the work on time which the Companies cannot be held responsible for.

### 4. Fees and Payment

(a) Fees not established between the Companies and The Client at the time the order is placed or a contract is negotiated shall be at the Companies standard rates (which are subject to change) and all applicable taxes shall be payable by The Client. Any additional Services requested and performed on the Event Date will be charged at the Companies standard rates and payable within 5 days of the Event Date.

(b) In order for the Client to secure a Booking a Booking Form must be completed and returned to Claire Nicole Limited by email along with the first payment instalment.

(c) Payment will be made in three instalments. The first instalment is payable at the time of Booking and such booking will not be accepted and confirmed until the aforementioned first instalment is received. The second instalment is payable within no later than 48 hours before any Design Appointment or 8 weeks prior to the Event Date if no Design Appointment is requested in the Booking. The third instalment will be payable 4 weeks prior to the Event Date. In the event that a Booking is received less than 6 weeks prior to the Event Date all of the instalments will be payable at one time as notified by the Companies.

(d) Payment instalments must be made in the method as instructed by Claire Nicole Limited and for the avoidance of doubt instalments may be made to Claire Nicole Limited or to the Artist or any other Company as instructed.

(e) All fees are due to the Companies according to the instalment schedule set out in clause 4(c). Payments which become overdue will accrue interest at a rate of 1.5% per month from the date the payment was due up to and including the date payment is actually received.

(f) The Client shall not be entitled to retain or defer payment of any sums due to the Companies on account of any dispute, counter-claim or set-off which it may allege against the Companies.

(g) The Companies may elect to refer action for the collection of unpaid fees to an agency appointed by The Companies for said purposes and the Client shall pay all of the Companies collection costs, including legal fees and related costs.

(i) In the event of any unforeseen problems or expenses arising in the course of carrying out the Services, the Companies shall endeavour to inform The Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

## 5. Suspension or Termination of Services

The Companies shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of (i) failure by the Client to comply with any of its obligations hereunder; or (ii) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client.

## 6. Liability and Indemnification

(a) Limitation of Liability: The Companies are neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against cancellation, loss or damage should obtain appropriate insurance.

Services are conducted on the basis of information, documents and/or verbal requests provided by The Client. Neither the Companies nor any of its officers, employees, agents or subcontractors shall be liable to the Client nor any third party for any actions taken or not taken outside the remit of the Service supplied nor for any problems arising from unclear, erroneous, incomplete, misleading or false information provided to the Companies.

All subsidiaries, agents, consultants, sub-contracted persons of Claire Nicole Limited and The Artist exist as independent entities and are individually insured for liability under their own terms of practice.

The Companies shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Companies control including failure by the Client to comply with any of their obligations.

The liability of the Companies in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed the costs of services contracted to provide.

The Companies shall have no liability for any indirect or consequential loss including delays, cancellation or other factors affecting the Event or any additional costs incurred by the Client.

In the event of any claim, the Client must give written notice to the Companies within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Companies shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from (i) the date of performance by the Companies of the service which gives rise to the claim; or (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) Indemnification: the Client shall guarantee, hold harmless and indemnify the Companies and their officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any Services.

## 7. Cancellation

(a) The Client may cancel any or all of the Services ordered at any time by notifying the Companies. Any instalments paid up to the date of cancellation will be retained by the Companies in full and should the cancellation be received six weeks or less prior to the Event Date the full fee will be payable by the Client.

(b) For all Design Appointment's or other appointments arranged by the Companies except for the Event itself, 24 hours notice must be given to cancel the appointment. In the event that an appointment is cancelled less than 24 hours in advance the full fee associated with the appointment will be payable.

## 8. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) The Client will be deemed to have accepted these General Conditions by the act of issuing a completed Booking Form to Claire Nicole Limited.

(c) During the course of providing the Services and for a period of one year thereafter The Client shall not directly or indirectly entice, encourage or make any offer to the Companies' agents to terminate their contract with the Companies.

(d) In these General Conditions headings are for convenience only and will not affect interpretation and, except to the extent that the context otherwise requires: (i) words denoting the singular number will include the plural and vice versa; (ii) words denoting a person includes an individual or a company and vice versa; and (iii) words denoting any gender will include all genders.

## 9. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with the Contractual Relationship(s) hereunder shall be governed by the substantive laws of the United Kingdom.

## 10. Definitions

In these General Conditions, unless a contrary intention appears:

"Client" means the person named in the Booking Form

"Booking" means an order for Services issued by the Client

"Booking Form" means a written order provided by the Client in a form acceptable to the Company setting out the requirements for the Services to be performed for the Event

"Event" means an occasion for which the Client requires the Services to be performed

"Event Date" means the date on which the Client requires the Services to be performed

"Design Appointment" means a test or trial of hair and/or make up services which might be performed by the Companies prior to the Event Date

"Venue" means the location at which the Services are to be performed

## 11. Document Version

This document version is 160813 and is dated 16<sup>th</sup> August 2013

A copy of these General Conditions will be kept on the Claire Nicole Limited website which is [www.clairenicole.co.uk](http://www.clairenicole.co.uk)