

**SOFIA SHAKIR HAIR & MAKEUP**  
**Terms & Conditions**

1 Introduction

1.1 If you buy services from us you agree to be legally bound by these terms and conditions.

2 Ordering Services from Us

2.1 We will initially provide you with a quotation for services which outlines:

- a) the nature of the services to be provided (the "Services");
  - b) the time and date on which those Services are to be provided (the "Date");
  - c) the venue at which those Services are to be provided (the "Venue") and
  - d) the price for those Services (the "Price"),
- hereinafter referred to as the "Quotation".

2.2 Any Quotation given by us before you make an order for the Services is not a binding offer by us to supply such Services.

2.3 In order to place an order and secure your Date, you are required to pay us a booking fee equivalent to 50% of the total cost of that Quotation (the "Booking Fee"). Until such time the Booking Fee is paid, your Date will not be secured and will remain open to be offered by us to others.

2.4 Upon receipt of the Booking Fee, we confirm this by email and/or text message. At this point:

- a) a legally binding contract will be in place between you and us (the "Contract"); and
- b) we will start to carry out the Services in the way the parties have agreed.

3 Carrying Out the Services

3.1 We will carry out the services on the Date specified in the Quotation.

3.2 We will provide all make-up and ancillary products reasonably necessary to deliver the Services on the Date (the "Materials"). We ensure that all Materials are kept sanitary before and after use and will endeavour to select products which will suit your skin-type according to the information provided by you.

3.3 It is strictly your responsibility to ensure:

- a) you are available on the Date promptly at the time specified;
- b) we can obtain reasonable access to the Venue on the Date; and
- c) you are aware of your skincare requirements and inform us prior to the Services commencing of any known or suspected skin-sensitivity, allergies or concerns regarding medication that may cause a reaction to skin products.

3.4 We shall not be liable for any adverse reactions to any of the Materials used when providing the Services, nor any losses suffered as a result of such adverse reactions. Patch tests can be arranged if required, subject to an additional charge over and above the Price.

3.5 Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there may be a delay before we can start/restart the Services (having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances), but we will attempt to start/restart the Services as soon as those events have been addressed. Examples of events which might be beyond our reasonable control include:

- a) you change the Services (which requires us to undertake additional work or use and/or wait for additional materials);
- b) we have to wait for other providers/third parties to complete their work before we are able to carry out the Services;
- c) materials are not delivered at the time agreed with the supplier of the Materials (and we cannot obtain a replacement within a reasonable time and/or the price charged by a supplier is significantly higher than the original charge);
- d) we cannot access the Venue at the times we agreed with you;
- e) you have not prepared the Venue in the way we agreed with you;
- f) adverse weather conditions; and/or
- g) risk to our personal safety.

3.6 If you require us to purchase additional Materials we will buy them from a local supplier, where possible. If we cannot do this:

- a) we will order them from elsewhere and return later to continue to carry out the Services;
- b) we may charge you for any travel time for collecting additional Materials;
- c) we may charge you for time spent in contacting suppliers.

3.7 You hereby consent to us taking photographs/images during the provision of the Services for use in portfolios and on social media.

4 Charges and Payment

4.1 Any congestion charges, parking charges, bridge tolls and fuel costs for journeys over two hours ("Travel Costs") which are incurred by us when travelling to provide the Services are payable by you and will be charged in addition to the Price.

4.2 The remaining balance of 50% of the Price together with the Travel Costs must be paid on the Date, prior to any Services commencing.

4.3 We accept cash, PayPal and bank transfer. We do not accept cheques.

4.4 If your payment is not received by us under clause 4.2, we are entitled to refuse to provide the Services and charge interest on any balance outstanding at the rate of 8% percentage points a year above the prevailing base rate of Barclays Bank Plc as at the time of non-payment.

5 Alteration/Cancellation

5.1 We will reasonably attempt to accommodate any changes to the Date or the Services but are under no obligation to do so and reserve the right to vary the Price accordingly.

5.2 If, for any reason, you decide to cancel the Contract or change the Date to one which we cannot reasonably attend then your Booking Fee will be NOT be refunded. In such cases the amount owing by you to us will be at the following proportions of the full amount owing.:

- a) 12 weeks or more before the Date – 70% of the total invoice is owed ;
- b) 8 weeks before the Date - 80% of the total invoice is owed;
- c) 6 weeks before the Date - 90% of the total invoice is owed;
- d) 4 weeks or less before the Date - 100% of the total invoice is owed.

5.3 No deductions or refunds of the Booking Fee or Price will be given where one or more of your party elects not to receive the Services.

5.4 Any unreasonable delays caused by you will be charged additionally to the Booking Fee and Price at a rate of £10.00 for every 15 minutes of delay.

5.5 Where we are unable to provide the Services under the Contract for reasons outside our reasonable control, you will not be entitled to a refund of the Booking Fee or Price. Examples include (but are not limited to) those specified above at Clause 3.3. It is strongly recommended that you obtain wedding/event insurance in order to cover you against such situations.

6 End of the Contract

6.1 If the Contract is terminated, it will not affect our entitlement to any sums due under the Contract.

7 Limit on our Responsibility to You

7.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

(a) losses that:

(i) were not foreseeable to you and us when the Contract was formed; or

(ii) that were not caused by any breach on our part;

b) business in losses; and

c) losses to non-consumers.

#### COVID LIABILITY WAIVER AND CONTRACTUAL CLAUSES

- I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the UK Government and many other public health authorities still recommend practicing social distancing.

I further acknowledge that SOFIA SHAKIR MUA has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that SOFIA SHAKIR MUA can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, salon staff, and other salon clients and their families.

I voluntarily seek services provided by SOFIA SHAKIR MUA and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

- I attest that: \*

I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, nausea, vomiting, diarrhoea, or new loss of taste or smell. I have not traveled internationally within the last 14 days. I have not traveled to any highly impacted area within the US in the last 14 days. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19. I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities. I am following all Government recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

- I hereby release and agree to hold SOFIA SHAKIR MUA harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services received from SOFIA SHAKIR MUA. I understand that this

release discharges SOFIA SHAKIR MUA from any liability or claim that I, my heirs, or any personal representatives may have against the salon with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from SOFIA SHAKIR MUA This liability waiver and release extends to the salon together with all owners, partners, and employees.

Any wedding or event directly affected by COVID-19, meaning weddings and events that cannot happen due to current restrictions, or any events being rescheduled outside of the current restrictions as a precaution may reschedule their appointment to a new date at no extra fee, contingent on my availability, and the original retainer payment will be transferred to a new date. . This transfer is applicable over a 12 month period from the original date. If I am unavailable for the new date your retainer payment will be refunded minus any costs that have already been undertaken.

If you require a refund due to COVID-19 causing your event to be completely cancelled you will be required to provide evidence of the official cancellation of your proposed event e.g. cancellation confirmation from your venue and other suppliers.

#### INTERNATIONAL BOOKINGS

Costs you are undertaking to pay

- \*Flight
- \*Accommodation
- \*Hair and Makeup Services
- \*3 meals per day
- \*All airport transfers
- \*1 suitcase would need to be booked in both ways for my kit.
- \*All prices quoted are subject to change depending on what is available at the time of actually booking
- \*Accommodation must be pre authorised by me. If this is rendered unsuitable you me at any time, I am within my rights to abort my contracted services to you and receive full payment as agreed above.

NAME IN BLOCK CAPITALS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

