



—est. 2011—

THE  
BEAUTY  
BRAND

TERMS & CONDITIONS

## GENERAL

- Thank you for choosing The Beauty Brand (TBB).
- If, for any reason, the date of service needs to be amended, it is the Client's responsibility to notify The Beauty Brand immediately and arrange for a new date of service.
- In the event of reservation of services for a group - full payment for all the members that make up the group must be received before services are rendered. One person from the group must be appointed to act as a liaison between TBB and the group.

## PAYMENT OPTIONS

- Payments from South African clients are accepted via EFT and credit card.
- Just so you know, confirmation from the bank that payment has been received serves as proof of payment.
- The first person is prioritised for a date to return payment of the 50% upfront deposit. Just so you know, The Beauty Brand operate strictly on a first-come (and pay), first-served basis.
- The Client must pay the remaining 50% fee 7 business days before the scheduled service date. The Beauty Brand reserves the right to cancel the booking if payment is not received by this deadline (see Cancellation Clause).

## PUNCTUALITY

- The Beauty Brand takes pride in the service we provide. Please do not allow tardiness to spoil a special occasion.
- The Beauty Brand reserves the right to treat tardiness as a no-show and cancel a booking should a client arrive late for bookings. The Client will forfeit all payments made.

## LOCATION AND CLIENT PREPARATION

- In order for The Beauty Brand to deliver their best service, the following preparations are helpful:
- A table and work area must be available for the artist.
- A comfortable bar chair, bar stool, or similarly elevated seating for the Client.
- Ample natural light is essential. Unobstructed light through north-facing windows is ideal.
- The room should be well-ventilated or air-conditioned if possible and be large enough to accommodate the Client and any additional personnel.
- For groups, all transformation sessions must happen in the same location pre-determined at the booking stage and done consecutively. Setting up multiple locations and moving equipment around is troublesome and disrupts the workflow and time allocated.
- Clients arriving for a transformation session should have clean, moisturised skin with all traces of waterproof mascara and any other makeup and cosmetics removed before the session.
- When providing snacks or meals for the artist, please serve healthy and clean options (no processed or refined foods).

## CANCELLATION

- While we understand that cancellations and changes occur, it is essential to note that once The Beauty Brand commits to a date and time, no other bookings are made for that time slot (including travel time). The Beauty Brand may forego opportunities to book other clients on the booked date and time.
- Consequently, refunds on cancellations are as follows:
  - More than 12 weeks' notice: 90% refund
  - 6 to 12 weeks' notice: 70% refund
  - Less than 6 weeks' notice: 50%
  - Less than a week's notice: no refund
- In the event of mitigating circumstances, The Beauty Brand may, at their sole discretion, choose to reduce or waive penalty costs.

## SERVICE DELIVERY

- The Beauty Brand will do its best to make sure that the specific consultant you asked for is available for your event.
- If the specific consultant requested by the Client is not available for the scheduled event, The Beauty Brand will make every effort to find a suitable replacement. The Client will be informed of the replacement consultant's qualifications and experience before the event.

## IMAGE RIGHT

- The Client grants the Beauty Brand a worldwide, non-exclusive, royalty-free right to use images, audio, video and any other form of coverage ("media") of the transformation process in any form of publication, whether electronic or printed media at their sole discretion whether created by The Beauty Brand, its sub-contractors or the Client and their sub-contractors.
- Nudity shall never be published in any format under the name of TBB.
- The Client gives The Beauty Brand permission to use the Client's first name or initials to identify the images.
- The Client hereby releases The Beauty Brand from all claims and liability relating to said media, media including from claims by third parties asserting rights over the media or parts of the media.
- The Client may revoke these rights, in which case The Beauty Brand is denied a testimonial and a work record.
- In the event of an overlap of interest, image rights may be negotiated.

## INDEMNITY

- Internationally recognised brand name products are used in the transformation process. These products are not tested on animals and are hypoallergenic.
- The Client is responsible for informing TBB of any allergies, skin problems, issues or previous reactions experienced by the person receiving the treatment.
- The person receiving the treatment with known skin conditions who choose not to have a test before their specified date do so at their own risk.
- Client(s) and the person receiving the treatment acknowledge and agrees not to hold The Beauty Brand liable for any event(s) that results from a reaction to any products. The Client will make any such person receiving beauty treatments aware of the contents of these terms and conditions.
- Any product(s) supplied by The Beauty Brand shall be suitable only for the purpose designed and intended. The Client shall ensure the products are handled, stored, installed, used, worn, or otherwise dealt with in a routine and proper manner and, where applicable, consistent with the directions for use given by The Beauty Brand.
- Without derogating from the generality of any of the provisions hereof, The Beauty Brand shall not at any time be liable for any claims of whatsoever nature and howsoever arising for any direct, indirect, or consequential loss or damage which the Client may sustain in connection with the use of the Products or services provided and the Client hereby indemnifies and agrees to defend and hold harmless The Beauty Brand against all such claims.

## BREACH

- Suppose either Party breaches any term of this Agreement and does not remedy the breach within 7 (seven) days after receiving written notice to do so, the innocent Party may, without prejudice to any other rights which they have either in terms of this Agreement or at law, cancel this Agreement and claim any damages, which may have arisen out of the breach.

## NON-CIRCUMVENTION AND NON-SOLICITATION

- The Client acknowledges that The Beauty Brand's network of sub-contractors and employees has value to the business. From the date of quotation and for twenty-four (24) months after that, the Client may not do business, directly or indirectly, with any sub-contractor or employee of TBB without the prior written consent of The Beauty Brand. This restriction applies to all sub-contractors and employees of TBB, regardless of whether they worked on the Client's specific event.

## APPLICABLE LAW

- This Agreement shall be governed by and construed under the Laws of the Republic of South Africa. The Parties hereby consent to the non-exclusive jurisdiction of the South Gauteng High Court, Pretoria, with respect to any dispute arising from or in connection with this Agreement.
- Address for service of legal process: The Client chooses its domicilium citandi et executandi at the address as reflected on the booking form, failing which, any other physical address of the Client.

## FORCE MAJEURE

- The Beauty Brand shall not be held liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside of its reasonable control, including but not limited to acts of God, strikes, lockouts, accidents, war, fire, shortage or unavailability of products.

Accepted by the Client on:

Date: .....

Client: .....