

CONTRACT

1. The Artist's Responsibilities.

Laura Hulbert Creative ("The Artist") hereby agrees to perform Hair and/or Make Up services for The Client at the Event specified above in a professional manner according to the prevailing standards in the industry ("Services"). The Artist may employ one or more assistants. There is a one-off charge of £100 per assistant. If The Artist is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Photographer reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, The Artist shall not be obligated to refund any of the fees paid by The Client because of such action.

2. Minimum charge.

There is a minimum charge of £400 for services.

3. Re-touch services.

There is a charge of £50 per hour for re touch services.

4. Deposit/Payment.

A non-refundable deposit (that shall be applied toward the total fee for the Services and will be set out in the Payment Schedule) is due upon execution of this agreement, at which time The Artist commits to being available to The Client on that date (subject to non-payment, reasonable emergencies and force majeure events, see Section 14). Remaining payments of the balance due for the Services shall be made as set out in the Payment Schedule. In the event that The Client fails to remit payment as specified, The Artist shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned retainer), to attend the Event or to supply images.

5. Travel and Accommodation.

Journeys in excess of 50 miles from KT6 6NB will be charged at 50p per additional mile. Accommodation will be charged at hotel rate.



6. Trials.

Trials will be conducted at the The Artist's studio or home. Trials conducted elsewhere are by agreement and both travel time (£50 per hour) and cost (50p per mile) is chargeable.

If The Client chooses not to undertake a trial, the The Artist will accept no responsibility should The Client be unhappy with the final look at the Event.

7. Term.

The term of this Agreement shall commence upon the execution of this Agreement, and shall terminate upon The Artist's delivery of the Service.

8. Event Changes.

The Artist must be notified immediately of any changes in schedule or location, at least 7 Days in advance of the scheduled Event date. If the The Client notifies the The Artist by phone, a written (i.e. email) confirmation must be sent within 2 days of such notification. If the date of the Event changes, and notice is not given the period specified above, then The Artist shall be entitled to the retainer amount as liquidated damages for having to reschedule the event. The retainer amount will need to be repaid upon booking the new date, subject to The Artist's availability.

9. Cancellation.

Upon acceptance of these terms and payment of the retainer, The Artist shall commit to attending the Event on the specified date, and shall make no other reservations for that date.

If The Client cancels services at any time between booking date and 3 months prior to Event no further charges will apply. Deposit will be retained.

If The Client cancels services at any time between 1 and 3 months before Event date 50% of total fee will be due.

If The Client cancels services between Event Date and 1 month before Event date 100% of total fee will be due.



10. Damage to Equipment.

Any damage incurred to the The Artist's equipment by the bridal party will be charged at the full rate for replacement.

11. Accidental Harm.

The Client is solely responsible for keeping children away from heated appliances. The Artist cannot be held responsible for accidental harm caused by equipment. This does not affect your statutory rights.

12. Infection.

The Artist reserves the right to decline services to any member of the party who is believed to be suffering from an infectious illness.

13. Model Release.

The Client hereby agrees that The Artist may reproduce, publish, exhibit, and otherwise use images from the Event for instructional or marketing purposes without payment of any additional fee, provided there is no specific identification of persons or events appearing in the images.

14. Force Majeure.

If The Artist is unable to attend Event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, The Artist's sickness, or other acts of God beyond the parties' control, then The Artist shall return all money paid by The Client (including any retainer), and this Agreement shall immediately terminate.

15. Jurisdiction.

The courts serving the UK shall have exclusive jurisdiction over disputes arising from this Agreement, and both parties here to consent to the jurisdiction of such courts.

16. Solicitor's Fees.

The prevailing party in any litigation or dispute involving this Agreement, or the Services performed hereunder, shall be entitled to recover reasonable solicitors fees, costs, and expenses arising from such litigation or dispute from non-prevailing party.

17. Assignment.

This Agreement may not be assigned.



18. Limitation of Liability.

The Artist's entire liability for any claim, loss, damage, or injury arising under or relating to this agreement is limited to the fees paid by The Client for the services. In no event shall the The Artist be liable for special, incidental, consequential, or punitive damages, even if The Client informs The Artist of circumstances that would give rise to such damages.

19. Choice of Law.

This Agreement shall be governed by UK law.

20. Waiver/Miscellaneous.

This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed by both parties hereto.

21. Promotion.

The Client gives permission for The Artist to use The Client's name and photographic likeness in all forms and media for advertising, trade, promotional and any other lawful purposes such as promotion and marketing.