### **Terms and Conditions**

These terms and conditions form a contract between you and me, Amanda Roberts ("I", "my", or "me").

When you visit this website, or when I provide my services to you, you agree to be bound by them.

My business address is 212 Upland Rd, East Dulwich, London, SE22 0DH.

### 1. Definitions

"Content" means the text, images and videos that are encountered as part of your experience visiting this website.

"Intellectual Property" means intellectual property owned by me, of every sort, including Content, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.

# 2. Use of Intellectual Property

You agree that at all times you will:

- 1.1 not do anything which does or might reduce the value of my Intellectual Property or challenge my ownership of it.
- 1.2 notify me of any suspected infringement of my Intellectual Property;
- 1.3 so far as concerns Content made accessible by me to you, you will not: copy, or make any change to it or any part of it; use it in any way not anticipated by this agreement; give access to it to any other person than you; or, in any way provide any information about it to any other person or generally.
- 1.4 not use my Intellectual Property except directly as intended by this agreement or in my interest.

## 3. Disclaimers and limitation of liability

- 3.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 3.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 3.3. You are advised that Content may include technical inaccuracies or typographical errors. We would be grateful if you bring any that you find to my immediate attention.
- 3.4. This website may contain links to others. I have neither power nor control over any other websites. You acknowledge and agree that I shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.
- 3.5. This website is provided "as is". I make no representation or warranty that it will be: useful to you; of satisfactory quality; fit for a particular purpose; or available or accessible, without interruption, or without error.
- 3.6. Through this website I claim no expert knowledge in any subject. I disclaim any obligation or liability to you arising directly or indirectly from information you take from this website.
- 3.7. I shall not be liable to you for any loss or expense that is an indirect or consequential loss; or an economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or I knew you might incur it.

# 4. Bookings

- 4.1. If you contact me for a quote, my reply to you is an invitation to treat and is not contractually binding.
- 4.2. When you make a booking, I reserve that time especially for you and in doing so, forego other possible bookings for the same time. Additionally, my service requires me to carry out Work in Advance, for

- example, to assess which products may be most suitable for your skin or best complement the themes of your event.
- 4.3. Accordingly, I require you to pay a non-refundable Deposit of £100 for Work in Advance. The Deposit will be deducted from the total amount payable.
- 4.4. When you make a booking, whether through the website or by e-mail or telephone, you make an offer to buy. My acceptance of that offer is made only when I confirm the booking and that I have received the Deposit.
- 4.5. By paying the Deposit, you agree that you are instructing me to perform the Work in Advance immediately and you understand that, in doing so, you lose your right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to be refunded for this amount.
- 4.6. However, if I cancel the booking then regardless of the work performed to date I will arrange to return the Deposit to you.
- 4.7. At my discretion in certain circumstances, such as for weddings in peak seasons, I may only provide my services if I do so for a minimum number of people as part of a single booking.

### 5. Prices

- 5.1. The prices displayed on this website are indicative. The price you pay may differ depending on the exact services I provide to you.
- 5.2. Travel expenses, including parking and congestion charges are included in the price I give, unless specifically given as a separate component expense.

#### 6. Gift vouchers

- 6.1. You can buy a gift voucher for a friend or family member, for example, for a make-up lesson. The value of the gift voucher will be deducted from the total amount payable on the day.
- 6.2. Although gift vouchers may be refunded to the purchaser, they may be not be exchanged for cash.

- 6.3. If the value of the gift voucher exceeds the price of the service, any balance may be redeemed against payments for other services.
- 6.4. Your purchase of a gift voucher does not constitute my acceptance of a booking.

## 7. Offers from third parties

- 7.1. From time to time I may receive promotional offers for my clients from third party partners with whom I work.
- 7.2. Whether I promote an offer to a client is at my discretion. The purchase of my services does not confer a right to receive any promotional offer.

### 8. Miscellaneous matters

- 8.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 8.2. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 8.3. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery. If delivered by hand, it shall be deemed to have been delivered on the day of delivery. If sent by post to the correct address, it shall be deemed to have been delivered within 96 hours of posting.
- 8.4. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.