

Terms and Conditions

Thank you for choosing Chi Chi Allure Makeup Studio (hereinafter referred to as the “Studio”). In choosing to transact with us, you (hereinafter referred to as the “Client”) hereby acknowledge that you have read and understood, and agree to be legally bound by, these Terms and Conditions:

1. General

- a. These Terms and Conditions shall govern the agreement between the Client and the Studio in relation to the services that the Studio has been engaged to provide for the Client as set out in **Annex A** (“the Assignment”).

2. Code of Conduct

- a. The Client hereby agrees to abide by the Code of Conduct set out in **Annex B**.

3. Payment

- a. The Client hereby agrees to pay the full price of the chosen and booked service(s) (“the Package Price”) provided by the Studio as set out in **Annex A**.
- b. Pursuant to Clause 6a below, a non-refundable security deposit of 50% of the Package Price is to be paid by the Client to the Studio immediately upon booking and confirmation of the Assignment to secure the date of the Assignment.
- c. The Client agrees to timely payment of the balance 50% of the Package Price on the day of the Assignment.

d. Payment(s) of the Package Price are to be made in cash or by bank transfer (including PayNow and PayLah!) to the Studio's stipulated bank account only. Any other forms of payment shall be subject to the Studio's prior agreement and/or approval.

4. Client's Obligations

a. The Client accepts that it is their sole responsibility to identify and accurately book the Assignment that matches their requirements.

b. The Client will be bound by the Assignment that was originally booked and no changes to the Assignment on the day will be permitted, save for the Studio having the final discretion to accept such changes and accordingly alter the terms of the Assignment.

c. The additional cost of services from any such changes to the Assignment will be added to the balance of the Package Price and is to be paid by the Client on the day of the Assignment pursuant to Clause 3c above.

5. Image rights

a. The Client hereby grants the Studio the right and a license to use and display selected images of a completed assignment for the purpose of being exhibition and marketing material for the Studio's portfolio of work.

b. This license is royalty-free, worldwide and perpetual, without restriction as to date, location or manner of the Studio's use.

6. Exclusion and Limitation of Liability

a. This section does not affect any statutory rights accorded to the Client under the laws of the Republic of Singapore.

b. The Client hereby accepts that:

- i. In the event that the makeup artist or hairstylist for the Assignment is injured, ill or unable to perform their duties for the Client for whatsoever reason so arising, the Studio warrants that it will make every effort to secure a replacement makeup artist.
- ii. In the situation that a suitable replacement cannot be found, the liability of the Studio is limited to the 50% security deposit received for the Assignment, which will be refunded in full.
- iii. To the fullest extent permitted by law, the Studio hereby disclaims and excludes all other terms, conditions and warranties relating to its services, whether express or implied or arising from any other previous course of dealing, usage or industry trade practice;
- iv. To the fullest extent permitted by law, the Studio disclaims all warranties, express or implied, including, without limitation implied warranties of merchantability and fitness for a particular purpose; and
- v. To the fullest extent permitted by law, except for death and personal injury proved to arise from our negligence, the liability of Studio for any loss, damage or injury resultant directly or indirectly from any defect, fault or flaw of its services or from any third-party products used in the course of carrying out the Assignment, or any other breach of the Studio's obligations hereunder shall not in any event exceed an amount equivalent to the price of the Assignment.

7. Security Deposits

- a. A non-refundable security deposit of 50% of the Package Price is to be paid by the Client to the Studio immediately upon booking and confirmation of the Assignment.
- b. Security deposits are not transferrable between different assignments.

8. Cancellation

- a. In the event of cancellation of an Assignment by the Client, the security deposit shall be forfeited as liquidated damages for the losses suffered due to the cancellation.
- b. In the event of cancellation of an Assignment within 10 days from the fixed date, the Client is liable to pay 75% of the total Package Price.
- c. For the avoidance of doubt, any change in the date of the Assignment by the Client will constitute a cancellation of the Assignment and the security deposit will be forfeited pursuant to Clause 7a above.

9. Trial/Consultation Appointments

- a. Due to the hectic work schedule of the Studio's makeup artists on the weekends, consultation appointments and trials will generally only be scheduled for the weekdays from 9am to 5pm.

10. Refund Policy

- a. Refunds are only allowed pursuant to clause 6(b)(ii) above.
- b. The Studio recommends that the Client books a trial/consultation appointment prior to confirmation of an assignment. Upon confirmation and booking of an assignment, refunds and/or discounts requested due to dissatisfaction arising from any discrepancies between the Client's expectations and the final result will not be entertained.

11. Price Changes and Product Availability

- a. The Client accepts that all prices and availability of products and/or services offered by the Studio as depicted and advertised are subject to changes without prior notice.

12. Miscellaneous

- a. These Terms and Conditions shall constitute the complete understanding and entire agreement between the Client and the Studio.
- b. These Terms and Conditions shall be subject to, in compliance with, governed by, and interpreted in accordance with the laws of the Republic of Singapore.
- c. Any dispute arising from these Terms and Conditions shall first be resolved by negotiation between the parties, failing which by resort to the Courts of the Republic of Singapore. The Client agrees that the Courts of Singapore shall have exclusive jurisdiction to settle any such dispute.
- d. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post (by air-mail if to or from an address outside Singapore) with recorded delivery, or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number.
- e. If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable by any legislation or other laws to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms and Conditions.
- f. Any amendments or variation to these Terms and Conditions must be agreed in writing by both the Client and the Studio.

- g. The Studio shall not be held liable to the Client for default of its obligations under these Terms and Conditions when the reasons for such default is beyond the reasonable control of the Studio and which that the Studio is unable to avoid by the exercise of reasonable foresight and diligence.
- h. No other person or corporation shall have any rights whether under the Contracts (Rights of Third Parties) Act or any other law to enforce or enjoy any benefit under these Terms and Conditions.

Kindly contact the Studio at hello@chichi allure.com should you require further clarification on these Terms and Conditions.

I acknowledge that I have read, understood and accept the Terms and Conditions in its entirety and agree to the Annexures referenced herein.

The Client

Name:

NRIC:

Annex A

Annex B

Code of Conduct