

TERMS & CONDITIONS

Please read the following conditions carefully

1. General

- 1.1. In the event of adverse weather Funky Punky also known as Cher's Funky Faces reserves the right to cancel, delay start time and/or has the right to cease painting and leave the premises due to extreme or hazardous weather conditions, such as severe rain, thunderstorms, high winds etc.
- 1.2. If circumstances occur which put the Artist or their equipment in danger or at risk, every effort will be made by the Artist to find a solution with the client. If no action has been taken or solution found, then the Artist has the right to cease painting without prejudice or penalty.

2. Booking fee and payments

- 2.1. Booking will be secured only when the non-refundable Booking Fee has been received. Confirmation of payment will be sent to the client once cleared.
- 2.2. By making a payment you agree all the details are correct and that you have read, understood and agree to the terms and conditions.
- 2.3. Full payment is required prior to the day unless previously agreed and stated in the booking agreement.
- 2.4. Payment by debit or credit card, BACS, PayPal or cash on hand are accepted.
- 2.5. Late payments will be subject to the fee specified on the invoice.
- 2.6. All Booking Fees are non-refundable.
- 2.7. If the payment should go to court you The Client will be liable for all court fees.
- 2.8. If "Pay Per Face" is arranged, you agree to pay the guaranteed fix rate in the event of working at a loss due to the event being poorly attended for reasons such as but not exclusive to: insufficient promotion, inclement weather, incorrect booking dates supplied etc.

3. Extra charges (if applicable)

- 3.1. The client agrees to pay for any stolen property and/or accidental or intentional damage caused by The Client, their Guests or Pets to any Funky Punky Equipment. Including but not exclusive to items such as face painting supplies, audio or lighting, leads and backdrops.
- 3.2. The Client is responsible for any fees incurred in the case of charge back and/or credit card dispute.
- 3.3. Funky Punky will use reasonable care but are not responsible for damage to clothing or property.
- 3.4. Funky Punky will not be liable for non-attendance due to incorrect booking details being provided.
- 3.5. The Client will be responsible for any parking fees and provide parking at venue suitable for a LWB high top van.
- 3.6. The unplanned overtime rate is £25 per half hour or part of to be paid in full on the day.

4. Cancellation policy

- 4.1. We cannot be held responsible in the event of non-fulfilment of the engagement by our artiste(s), however every reasonable safeguard is assured. Any fees paid in advance will be refunded in full.
- 4.2. Cancellation of the booking by The Client must be given in writing, or by signature email. No other forms of communication are acceptable to enact a cancellation.
- 4.3. Bookings cancelled after the booking confirmation date but with more than 28 days' notice will be liable for a non-fulfilment charge of 50% of the total invoiced fee.
- 4.4. Bookings cancelled with less than 28 days' notice but more than 7 days' notice will be liable for a non-fulfilment charge of 75% of the total invoiced fee.
- 4.5. Bookings cancelled with less than 7 days' notice will incur a non-fulfilment charge of 100% of the total invoiced fee.
- 4.6. Upon cancellation, all outstanding fees will become immediately payable following our invoice.

- 4.7. In the case of a Pandemic your Booking fee will be valid for a period of 36 months from the date of your event. We cannot guarantee a specific date. A new date will be negotiated on rebooking.

5. Set-up and take-down

- 5.1. Funky Punky will arrive at least 15 min before booking to set up, earlier if gazebo is hired.
- 5.2. It is the client's responsibility to ensure suitable parking is provided for a LWB high top van as close to the entrance of the building as possible. Failure to do so may result in Funky Punky not being set up on time.
- 5.3. Funky Punky will stop work at the scheduled time. If additional time is requested and agreed then payment will need to be made immediately.
- 5.4. The client must inform Funky Punky if no disabled access available due to some set ups being on a wheeled unit. Failure to do so may mean we are unable to start at the booked time.

6. The Client's responsibility

- 6.1. It is the Client's responsibility to provide assistance in watching equipment whilst loading/unloading and during breaks.
- 6.2. It is the Client's responsibility to inform and make clear to Funky Punky any participants do not wish to have their photos taken.
- 6.3. It is The Client's responsibility to ensure children under 18 years of age have a parent, carer or guardian present at all times.
- 6.4. It is the Client's responsibility to ensure Funky Punky is the only provider of services booked unless previously agreed.
- 6.5. The Client agrees each artist will receive a guaranteed hourly rate of £60 per hour plus expenses if Funky Punky is not the sole provider of services provided unless previously agreed.
- 6.6. The behaviour and safety of the children is the responsibility of The Client.
- 6.7. The Client understands not all chunky glitter and sequins are cosmetic grade.
- 6.8. It is the Client's responsibility to inform Funky Punky of any participants who do not wish to have non-cosmetic grade products used.
- 6.9. It is the Client's responsibility to ensure that the Artist/s have a safe, dry, comfortable covered area to work in, with adequate lighting away from speakers or loud music.

- 6.10. It is the Client's responsibility to provide a safe, dry, covered working area if the event is outside.
- 6.11. If Gazebos are provided by the client, they must be sturdy, securely tethered and sides provided in case of inclement weather.
- 6.12. The suppliers' own insurance must cover public liability, power and structural integrity of the Gazebo.
- 6.13. It is the client's responsibility to ensure enough space and suitable standing is provided to securely tether guy ropes etc. if gazebo supplied by Funky Punky.

7. People who should not participate

- 7.1. Anyone who appears to be suffering from Chicken Pox, Measles, Rubella, Impetigo, Scabies, Cold Sores, Conjunctivitis, Coughs, Colds or who suffer from Eczema or have open cuts and sores.
- 7.2. Anyone with skin problems on the scalp such as Eczema or Psoriasis.
- 7.3. Anyone who is generally unwell.
- 7.4. Anyone who is reluctant, too wriggly or asleep.
- 7.5. Anyone who has sensitive skin or allergies. However, a skin patch test can be carried out on the inside of the arm on parent/carer's request and left for approximately 60 minutes. If there is no reaction, they can be painted on their face at their own risk without prejudice or penalty.
- 7.6. Children less than three years of age.
- 7.7. Anyone that is abusive, violent or intoxicated.
- 7.8. Anybody asking for anything that could be considered as offensive.
- 7.9. Anybody asking for work to take place on inappropriate parts of the body.
- 7.10. Anyone with head lice or nits.
- 7.11. Anyone with very fine hair.
- 7.12. The artist reserves the right to refuse anyone that is or seems to fall in any of the categories mentioned above.

8. The Artist responsibility

- 8.1. Is fully insured with at least £5 million public liability.
- 8.2. Will keep a clean the work station.

- 8.3. Will adhere to industry health and safety practices.
- 8.4. All equipment is washed thoroughly after an event.
- 8.5. All face paints, fine glitter and glue are EEC/FDA approved.
 - a. *For chunky glitter and festival faces see 6.7 and 6.8.*
- 8.6. Will supply a large range of colours and designs.

9. Promotional material

- 9.1. Funky Punky reserves the right to display and distribute promotional material during the event.
- 9.2. Funky Punky may take photos during the event with permission from the participant which could be used for promoting the business including all social media platforms.

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Thank you for choosing Funky Punky | Cher's Funky Faces