



TERMS & CONDITIONS FOR LIVE CARICATURE BOOKINGS

You must read and agree to these terms and conditions before making your booking. If you are not sure about anything, just phone us on 07969811627 prior to placing your order. By paying your deposit to secure your booking, you are confirming that you have read and accepted the following terms.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are Cornwall Caricatures, the sole trading business of Cassie Kemp of 4 Truthan View, Trispen, Truro Cornwall, TR4 9AS with email address hello@cornwallcaricatures.co.uk; telephone number 07969811627; ('the artist', 'us' or 'we').
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. Contract means the legally-binding agreement between you and us for the supply of the Services;
5. Delivery Location means the location where the Services are to be supplied, as set out in the Order;
6. Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. Order means the Customer's order for the Services from the Supplier as submitted following the step by step process detailed in email;
9. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you;
10. Services means the services advertised on the Website or social media, including any Goods, of the number and description set out in the Order;
11. Website means our website www.cornwallcaricatures.co.uk on which the Services are advertised.

Services

12. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and as with the nature of caricatures, the finished product is an artist's impression.
13. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under our Privacy Policy.

19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. An order is accepted upon receiving a deposit payment.

21. The Order process is set out in email correspondence. It is your responsibility to check that you have used the ordering process correctly.

22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the deposit payment. You must ensure that the Order Confirmation is complete and that the details on the invoice we send are accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email. You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.

23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.

24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Fees and Payment

26. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.

27. Fees and charges include VAT at the rate applicable at the time of the Order.

28. You must secure your booking by paying for your booking, otherwise the date may be taken by another customer. Dates are only held by express request, otherwise dates are booked on a first come, first served basis. Therefore if you wish to secure your date, please request an invoice and pay at your earliest convenience.

Delivery of services

29. We will deliver the Services, including any Goods, to the event Location specified for the time requested at the fee agreed.

30. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount. The amount of the reduction can, only where appropriate, be up to the full amount of the Fees or charges. For example, if an uncontrollable incident such as a car breakdown or severe traffic delays causes the artist to be late to the booking, you will firstly be given the option for the booking to start when the artist arrives, and end after the amount of hours booked. If the artist is unable to fulfil this or if your schedule will not allow this, you will also be given the option to be refunded for the amount of time the artist was unable to draw for, at the same rate at which you booked. For example if you booked the artist to draw between 6-8pm at a rate of £270.00 and the artist starts drawing at 6.20pm, you would be refunded £45.00.

Risk and Title

31. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

32. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

33. The artist will not begin the booking without prior payment in advance.

Cancellation of Services

34. You can withdraw the Order by telling us before the payment/contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

35. Once you have paid a deposit however, you agree to accept the terms & conditions, and enter into a contract with Cornwall Caricatures.

36. All deposits are non-refundable. If you wish to cancel the booking once the deposit has been made, this is possible, and you will not be required to pay the final 50%, but you will lose your initial 50% deposit.

37. If you do go ahead with your booking, your deposit forms part of the booking cost. As standard, we expect a 50% deposit to secure the booking and the final 50% will be due 2 weeks before the event/wedding date.

38. The final balance, if paid, is refundable if you change your mind more than 30 days before the wedding/event date, but only on the condition that your date has not been refused to another customer. If Cornwall Caricatures has had to turn away business due to your date, your deposit will be non-refundable.

39. If you pay your final deposit less than 30 days before the wedding/event date and then change your mind, this is non-refundable.

40. For customers who change their minds once the full payment has been made, this balance is able to be transferred to another date (for example a corporate booking) provided the artist is available. For cancelled weddings, the full amount paid may be transferred over to other services provided by Cornwall Caricatures, such as photo commissions.

Duration, termination and suspension

41. The Contract continues as long as it takes us to perform the Services.

42. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other, only if that other:

- a. Commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
- b. Is subject to any step towards its bankruptcy or liquidation.

43. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

44. As the nature of caricatures is very much based on the individual style of an artist, Cornwall Caricatures as a business consists of one sole artist, Cassie Kemp. Should there be any reason why the booking is no longer able to be fulfilled, the artist will not automatically transfer the booking to a sub-contractor artist, as artistic style is subjective and the choice of you, the customer. The artist will be in contact with you as soon as possible to discuss next steps, which may include recommending another artist who is able to travel to your booking. However, Cornwall Caricatures will not be liable or responsible for the work of any other sub-contractor, with whom a new contract will need to be agreed.

Circumstances beyond the control of either party

45. In the event of any failure by a party because of something beyond its reasonable control:

- a. The party will advise the other party as soon as reasonably practicable; and
- b. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

Excluding liability

46. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Time of services booked

47. The time period booked refers to the total time the caricatures will be drawn. The pen will be picked up at the start of the booked period, and as many caricatures as is possible will be drawn within this period.

48. For bookings of up to 2 hours, no break is required, and the artist will draw solidly for the booked period, however, please allow the artist to leave the seated area every 3 hours for a brief comfort break of a few minutes.

49. The artist cannot be responsible for the schedule of the day running over. The price paid covers the time of the artist booked for a set period, so unfortunately if speeches or a meal run over for example, this will cut into your booked time. Please refer below to 'extending your booking'.

50. The artist will keep drawing until the booked time comes to an end, and you will get your full booked time. However as portraits take 3-5 minutes per person, the following applies.

- a. If there are under 3 minutes left before the time is due to come to an end, the artist will draw one more person, which may potentially extend your booking by a maximum of 2-3 minutes.
- b. However, if you have to be called in to the meal at a precise time and there are less than 3 minutes before this time when the last guest is drawn, it is up to you whether you would like another guest to be sat to draw, or if you would like to stop the drawing early to call the guests in.
- c. Please ensure that if people are queuing in couples, the final couple are ready to be drawn a minimum of 6 minutes before the drawing period is due to close.

Please be respectful that if you have not made arrangements to extend the booking, the artist must leave once the booked time has come to an end. If you have certain family members who you wish to be drawn as a matter of priority, please ensure this is communicated at the start of the booking.

Set up time

51. Cornwall Caricatures will aim to arrive on site 15 minutes prior to the time drawing is set to commence, to set up.

52. If the venue is particularly hard to get to, for example, limited parking, staircases etc., please inform us prior to the day so that we may factor in extra time. The artist will require 2 trips to and from the car for the caricature kit. If

any venue staff are able to help, this would be much appreciated, however this is not essential.

53. In cases of pregnancy or injury to the artist, where help is required for heavy lifting, we will inform you in advance.

Queue system

54. Guests must form a queue to get their caricatures drawn, which are done so on a first come, first served basis as standard.

55. If you would prefer to have key people from the day, such as bridesmaids or parents drawn first, please inform the artist of the priority order, before drawing starts, to ensure the important guests are drawn first. If you would like to change/control the queue order, or get the best man to do this for example, please feel free - it is your day!

56. Guests are obviously welcome to leave the queue to go and dance, or grab a drink, but sadly as the artist is constantly facing forward and drawing at a very fast speed, she cannot be responsible for queue management, such as remembering who was in line, and who had been queueing from a set time. If you have a particularly short booking, or are concerned about certain people getting drawn, please nominate a guest such as a bridesmaid to manage this, to ensure you get the most out of your caricaturist and you optimise the time and amount of guests drawn.

Drawing speed

57. Caricatures on average take 4 minutes per person, but may be around 3-5 minutes depending on the face, as every individual is different.

58. Children will be slightly quicker as they have simpler and smaller features, and individuals with particularly dark, thick or long hair, or any features such as facial hair or glasses may take slightly longer than a hairless and spectacle-free individual for example. However, 4 minutes is the average time taken per guest overall.

59. The estimations Cornwall Caricatures provide of how many people will be drawn per hour are approximations only.

60. The times have been based on the seated booking method, with a queue of guests being there when the drawing period commences, and people sitting down one after the other.

61. Less people per hour will be drawn for mobile bookings, where the artist draws on the move, with a tool-belt, as movement and approaching guests takes up some of the time. It is also more comfortable for the artist to draw seated, so this creates a quicker service. Please bear this in mind when deciding on the time frame to book the artist.

Seated caricatures - venue requirements

62. For seated caricatures, Cornwall Caricatures will bring 2x fold up chairs for the sitter and one for the artist. It is your responsibility (either directly or via your venue wedding planner/coordinator) to find a suitable location for the caricatures to take place. The space needs to be big enough to fit the chairs, with a small space in between for leg room for both parties, and a small space at one side for the cardboard tube display to be placed. Space also needs to be left for guests to access the chairs via a queue.

Notifying guests

63. It is your responsibility to notify guests of the time caricatures will be drawn so that they can take advantage of the service being offered. This can be done via a DJ announcement, microphone, announcement after the speeches, signage, note in your invites, word of mouth, or perhaps the best man or maid of honour can be enlisted to spread the word on the day.

64. Cornwall Caricatures will assist in this by providing signage with the drawing times clearly marked, but as every venue is different, and a natural obstruction is caused by the excited queues and crowds that caricatures create, we cannot be held responsible for guests not knowing about the services.

Abusive guests

65. We will not tolerate abusive, aggressive, offensive or intimidating guests who are aggrieved at not having the chance to be drawn. The artist will remain polite and helpful, but the time you have booked the artist for is the time they will draw for, and in 99% of cases, there will still be people queuing or waiting to be drawn when the time comes to an end. Caricatures are very popular!

66. To avoid disappointment, please book the longest amount your budget or schedule on the day will allow. The artist will display the drawing times on a sign but, as above, it is not guaranteed that all guests will see this, especially if they join the back of a queue which obstructs the view. Please notify your guests of the finishing time where possible.

The wedding couple

67. The artist will always endeavour to draw the bride(s) and/or groom(s), as they are the most important people in the room, so please ensure the couple go first or interject the queue before the allotted time is up. If for whatever reason the wedded couple are unable to be drawn, the artist will draw them after the day, provided a clear photo(s) is provided. This will be free of charge to the bride(s) and/or groom(s), if the couple were unable to be drawn for a valid reason, such as having their photographs done for example. Please still try to be drawn on the day though, as it is much more fun!

Extending the booking

68. If you would like to extend your booked period, please notify the artist in advance of your wedding with as much notice as possible, as it is quite common for the artist to book weddings back to back on popular dates.

69. If on the day, the drawing time comes to an end but you still have a queue, and you decide you would like to pay the artist to stay on, there are a few options.

a. Provided the artist has not got another booking to go to straight from your event, the artist can stay on for a cash payment on the day (based on the hourly rate you have booked).

b. Alternatively, if available, the artist can stay on at an agreed time-frame and invoice you for this following the event.

c. If your budget does not allow additional time, but guests are happy to pay for individual portraits themselves, Cornwall Caricatures can stay on at a rate of £10 per adult and £5 per child.

70. However, if you feel you are likely to want to have the option to pay for extra time if needed, please make the artist aware of this in advance of the day, as she does sometimes have back to back bookings of up to 3 weddings/ events a day, so to avoid disappointment please check this with her prior to your booking, or make a booking for a longer period if your budget or schedule will accommodate this.

Drawing guests after the event

71. For guests who are disappointed in not having a chance to be drawn on the day, the artist is more than happy to draw them from clear photos after the event at a rate of £10 per adult or £5 per child. Postage is £8 for A3 portraits and up to 10 sheets of paper can fit in one tube, so it is more cost effective, (if you are coordinating), to get all the guests that want to be drawn, booked in and posted together. For A4 portraits, postage is £4.

Changing your booking time

72. When you place your booking, please notify the artist if the time you have booked is confirmed or if it is TBC.

73. Cornwall Caricatures are happy to take bookings with no time confirmed, if there are no prior bookings that day.

74. If, after you have paid, another customer wishes to book on the same day, you will be notified and given first refusal of your choice of time.

75. Once your time is confirmed, this booking is set. However, if, nearer to the required date, you need to tweak this time to better fit your schedule, within reason, the artist will be more than happy to accommodate this, provided there is no other booking directly before or after you which will be impacted.

Travel

76. Travel expenses are included from the artist's base in Mid Cornwall, all the way down to Lands End, and up to the Devon border. For bookings from Devon onwards, a small fuel charge will apply. Please discuss this with the artist prior to booking.

Food & drink

77. The artist will bring her own water for the duration of the booking. However, for bookings of over 4 hours, (as you will find with photographers for example), it is recommended that you provide food and drink for the artist.

Disputes of likeness

78. Luckily this has never happened, but if a guest is not happy with their likeness on the day, the artist is happy to draw them again, but they must rejoin the back of the queue to give others a chance to be drawn. If the queue is too long for them to be seen again, sadly they won't be able to be redrawn, but they can pay to be drawn after the event from a photo of their choice.

Governing law, jurisdiction and complaints

79. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

80. For any disputes, please contact Cassie Kemp, who will be able to assist with your issue. We aim to respond with an appropriate solution within 5 days.

Use of photographs

81. The artist will take a photo of every guest holding their caricature at the event, with verbal permission. For children, the parent will be asked for consent if present, however this is not always possible. As the individual booking the event, you consent to the use of all images of guests taken at the event via the Cornwall Caricatures Facebook, Instagram, Twitter and Website, and for marketing purposes, unless you state otherwise in advance of the event. Specific images can however be removed from the internet following the event if required.

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