

TERMS & CONDITIONS as at 04/08/2025



Business name: Angela C Dunstone T/AS Scribbles Face Painting

ABN: 33 152 183 388

Website: <https://facepaintbendigo.wixsite.com/scribbles>

Location: Bendigo, VIC 3550

Contact: Use Contact Form on website.

The Terms & Conditions covers a wide range of areas, including **health and safety, product usage, booking procedures, pricing, cancellations, late payments, and direction for dispute resolution**. It includes **hygiene standards, age restrictions** for face painting, and **precautions for individuals with skin allergies**, as well as the **responsibility of parents/guardians to supervise children**. The document clarifies that the service provided is temporary and includes the use of Scribbles Face Painting's materials and equipment. It establishes that **all materials and equipment remain the property of Scribbles Face Painting**.

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BOOKINGS

(Note: Scribbles Face Painting is one person with a hobby, please have patience)

1. **Read the T&C's.** By requesting a booking, you agree to have read and accepted these T&C's.
2. **Submit an enquiry.** Include event details (start time, duration, dates, location, theme, special requests).
3. **Await availability response.** If available, you may be asked clarifying questions or be sent a booking request form.
4. **Invoice sent.** Payment due prior to or upon arrival of booking dates.

Your booking will be confirmed once your artist has produced an invoice for payment.

Once booking is confirmed, Scribbles Face Painting will reserve these dates and times exclusively for you. For this reason, if you cancel your booking within 2 weeks of the booking date, you will receive a **cancellation fee** (usually 25% of the invoice + if artists already travelled to site on the day, accommodation costs, subcontracted labour, and other) to off-set some loss of business. Exceptional circumstances can be discussed. **Artists will paint rain or shine - have a back up indoor location for wet weather, or extreme heat.**

Quotes are estimates. Your quote may be adjusted at acceptance if there was a price increase associated with costs, subcontractors, materials or if there were any missed factors.

TYPES OF SERVICES

- **Private Event:** Exclusive gatherings that are not open to the general public.
- **Corporate/Large Event:** Gatherings organised by businesses or organisations typically open to the public or large guest volume.
- **Pay-per-face:** Market-style event where patrons pay their own way, with minimal or no cost to the event host. Price per face varies.
- **Partially Prepaid, pay-per-face:** Event organiser pre-pays a percentage of the artist's labour to reduce pay-per-face prices for patrons. *(Example: Event organiser pays 50% of labour = Pay-per-face prices drop 50% for patrons)*
- **Costume Face & Body Painting:**
Price varies on coverage & detail and typically paid by each person receiving Face/Body paint. Usually for private events. Face Painters are not make-up artists - we use brushes, sponges and face/body paints. No liquid latex or prosthetics are used. Your artist may use Makeup Glue for some minor gems, horns, or other lightweight additions at request. This service includes pregnancy belly painting if desired. Genitals will not be painted and must be covered.

HEALTH & SAFETY

- **Face Paints can be removed with water & soap.** Recommend oily face products for pigment stains on dry skin.
- **For ages 3+** as paint manufacturers recommend. Your artist may use small gems not suitable for children 3 and under (choking hazard).
- **Children must be able to sit still unassisted, willing to participate,** and be supervised by their parents or guardian, or accompanied adult.
- It is the responsibility of the event host to obtain permission from parents/guardians for all children expected to take part in Face Painting.
- Using professional grade, water-based face and body paints, and festival gel glitters.
- Performing Artists have valid Working With Children Checks and Public Liability Insurance. You can request a copy at any time.
- **You are responsible for providing a safe working environment.** Your artists have the right to cease performing if they believe their safety or equipment is at risk. You will be responsible for lost income and will be expected to pay the original booking amount - plus any damages of, or loss of equipment.
- **Sponges:** Using a clean sponge for each face.
- **Brushes:** Brushes are washed frequently throughout the event by using soapy water with a 3-compartment water container.
- **Water:** Frequent refilling of paint water using clean drinkable-quality water.

- **Face & body paints:** Using professional grade water-based face and body paints, and festival gel glitters.
- **Stencils:** Stencils are wiped clean between use on each face.
- **Glitters:** Silicone spatulas are used to apply festival gel glitters and are washed in soapy water between each person.
- **Hand-made Gems & Horns:** Custom made horns from air-dry clay, craft gems, and adhered to skin with cosmetic glue. Gems & Horns are single use. Excess glue can be removed with alcohol or oily products (e.g. baby oil).
- To prevent contamination, **no one other than the artist can touch the paints, brushes, or other products being used.**
- We are unable to take responsibility for the welfare or safety of any person waiting in line. **Consider the placement and flow of where your queue might go - look for shade, seating, or you may like to put up your own marquee** to give your guests some shade from the sun.
- Recommend large events have a first-aider on site during the event.
- We reserve the right to cease painting if the conduct of anyone in attendance acts in a way that the face painter feels is inappropriate, or causes harm, or may cause harm to the people taking part, to the artist or the artist's equipment.
- **Please ensure adequate lighting** and that the **artist is positioned at the furthest possible distance from any sound systems** and away from activities with potential to disturb face painting (e.g. ball games). Positioning your artist away from loud music allows your artist to communicate easily with patrons as well as prevent damage to your artist's hearing. **If you suspect there won't be adequate lighting, inform your artist so they can arrange their own lighting solution.**
- If you are planning water based activities (pool party, water squirters etc), please ensure artists will not be positioned nearby to prevent our equipment and paints from getting damaged. Please also be mindful that face paints run straight off if exposed to water.
- **If an artist's paints or equipment is damaged or stolen by attendees of your event,** the event host will be made aware - and **the event host will be invoiced for damages/stolen-property** with payment due on receipt. If the event host wishes to seek compensation from the patron (or patron's parent/guardian) this is to be done externally and won't involve Scribbles Face Painting.
- **For an outdoor set-up location, shelter will need to be provided for your artist.** If you cannot provide shelter, please inform your artist during booking. Your artist can supply a 3X3M pop-up gazebo with above ground weights at an additional one-time fee per

set-up (each event day). **Your artists will not work in direct sunlight, direct rain, or severe weather - including extreme temperatures.**

- Strong winds will affect your artists' set up and ability to work. Your artist will try to speak to the event host about relocation if necessary.
- Event host to provide indoor air-conditioned space, away from direct sunlight in temperatures predicted to be of extreme heat (35°C or more)
- If you are unable to provide adequate conditions for your artist, this may result in on-the-spot cancellation of your booking - without refund of any deposit made. You may be invoiced for the full booking amount and/or return-travel expenses if the event is located outside the Bendigo area.
- **If your booking is predicted to have extreme weather conditions, and/or you are unable to create a safe working environment for your artist:** Please contact Scribbles Face Painting to discuss the possibility of postponing your event or other.
- Ensure all enclosed work spaces, not exempt from the law, are smoke-free.
- Patrons may be refused service if they request anything that the face painter deems offensive, obscene or inappropriate for the event or age group.
- **If your event location may be in any way inaccessible for your artists, please let them know** whilst making the booking so we can discuss possible compromise. Your artist will be carting one or multiple trolleys with heavy and awkward equipment. This could delay arrival time or hurt your artist. (e.g stairs, floor elevations, steep hills, distant parking, rough terrain)

PRICING INFORMATION

- Scribbles Face Painting is not eligible to charge GST. All pricing is in \$AUD.
- **\$200.00 Private Parties (Bendigo special):** for Private Events with locations within 15 km of **Bendigo 3550**. Includes travel to site, 2 hours of Face Painting - allows up to 12 - 24 party designs. Event host to provide shelter for artists. Artists will bring their own table and chair.
- Or, **\$130 per hour**, per artist (2 hour minimum) for large corporate or public events. This is also the labour rate per hour for additional time for private events.
- **\$1.60p/km travel** to & from events more than 15km outside of Bendigo 3550.
- **\$30.00 one-time Marquee set up** - where host cannot provide shelter. 3X3M pop-up gazebo with above ground weights, per day.

- **Extras at request:** No charge for external water source (e.g. park parties), portable lighting, UV Neon face paints, UV blacklight bar (requires 1x metre access to a power source supplied by host), standing banner, protective floor mat, gems & horns.
- **\$30 per hour line manager** for large events where a volunteer from your event is not available to assist with organising and closing the wait line. Line managers use a ticket system to avoid cutting off a long line at finishing time to prevent disappointment for waiting patrons. Your volunteer may prefer to stand at the back of the line to ensure no one else joins the queue. **If you do not have a volunteer, and do not wish to pay for a line manager - be aware that your artist will need to stop painting to hand out “last-in-line” tickets.**
- **Deposits may be requested to secure booking** when another enquirer wants the same date, or you're requesting multiple artists (subcontracted artists), or multiple days, or locations with large travel and late finish times that require accommodation.
- **Check with Jumping castle hire or soft play activities before hiring your face painter.** Some businesses do not allow face painting on/near their activities. Cancellation fees may apply.

PUBLIC HOLIDAY SURCHARGE

- Public holiday surcharges help to cover increased costs of labour for employees /subcontractors.
- +15% labour increased price applied on public holidays, per hour, per artist & line management.
- +15% price increase applied on pay-per-face prices. (market pricing)

CANCELLATIONS & DEPOSITS

- **A deposit may be requested.** This may be to secure your booking if someone else has requested the same dates, if your event requires subcontracted artists, the event requires large travel, time requested requires accommodation, or other factors. **Deposits are non-refundable.** Special circumstances will be considered.
- **Non-refundable deposits:** Some or all of your deposit may be non-refundable due to expenses associated with your booking. When booking multiple artists, Scribbles Face Painting will be paying subcontracted artists labour which may have their own cancellation fees. Subcontractors expect to be paid even in the event of cancellation or postponed dates.

- Once booking is confirmed, Scribbles Face Painting will reserve these dates and times exclusively for you. For this reason, if you cancel your booking within 2 weeks of the booking date, you will receive a **cancellation fee** (usually 25% of the invoice + if artists already travelled to site on the day, accommodation costs, subcontracted labour, and other) to off-set some loss of business. Exceptional circumstances can be discussed.
- **Artists will paint rain or shine - have a back up indoor location for wet weather, or extreme heat.**
- Should your event be canceled within 2 weeks of booking date **due to unsafe weather, extreme or unforeseen circumstances (e.g. pandemic)**, any deposits paid may be partially/fully refunded at Scribbles Face Painting's discretion. Scribbles Face Painting will consider your request seriously and with empathy.
- **Check with Jumping castle hire or soft play activities before hiring your face painter. Some businesses do not allow face painting on/near their activities.** Cancellation fees may apply.

CHANGES TO BOOKING DATES/TIMES

- **If the event organiser requests to change the date or time** after booking confirmed, the new date would be subject to availability of your artist and any subcontracted labour. If adjustment request cannot be made due to unavailability of Scribbles Face Painting or subcontractors, and you cannot keep your original date - Cancellation fees will apply.
- **Artists will paint rain or shine - have a back up indoor location for wet weather, or extreme heat.**

CANCELLATION BY SCRIBBLES FACE PAINTING

- Scribbles Face Painting is owned and operated by one person - Angela Dunstone (Angie).
- If your artist(s) becomes unwell/unfit to perform or communicate and is experiencing a life event (such as extreme illness, mourning, or death) - Scribbles Face Painting or a trusted representative will try to inform you, cancel your booking, and aid you to find a replacement artist (external artists) or refund of appropriate payments.
- If you had a booking, and your artist did not show up - consider the above. Email to scribblesfacepainting@gmail.com or post to PO BOX 54 Eaglehawk VIC 3556 addressed to "Angela Dunstone / Scribbles Face Painting" with your booking information, your contact information, and evidence of any payments made. In the situation that Angie does not recover quickly, these communication methods are best for a trusted representative to assist you.

PAYMENT METHODS

- Default payment terms: **Due prior to, or upon arrival of booking.**
Paying your artist prior to starting prevents disrupting the celebration to chase payment. Consider that your artist may have another booking to attend and cannot stay for very long afterwards.
- Payment methods accepted:
 - Invoiced with Direct Transfer via bank details on invoice.
 - Cash on arrival (Please ensure exact amount. Artist's do not carry change)
 - Card payments in person (On request. Artist's do not often carry card readers).
- Use your booking number / invoice number as reference when making payments to assist in finding your payment.

LATE PAYMENTS

- Payment is due prior to or upon arrival of the booking date. A 30 day grace period is granted beyond the due date before late fees apply. Any unpaid balance remaining after the due date will incur a **late fee of 10% per month**, compounded monthly. This means the late fee is calculated on the total outstanding amount, including any previously accrued late fees.
- Continued non-payment and late fees will not exceed 150% of the original invoice amount. Future services will be suspended and/or referral to a collections agency with costs payable by the debtor.
- The Job Contact (initial enquirer) will be responsible for the amount owing if we cannot contact the Billing Contact they/you provided.

DISPUTE RESOLUTION

- Contact Angie from Scribbles Face Painting via Contact form on the website, or email **scribblesfacepainting@gmail.com** to discuss any disputes or concerns you may have. Angie will always consider your situation seriously and with empathy.

OWNERSHIP

- Face Painting Service is a temporary service for an agreed amount of time - which includes the artists using their own materials and equipment. **Materials and equipment are not for sale** and remain the property of Scribbles Face Painting or their subcontracted artists.

PRIVACY & DISTRIBUTING YOUR INFORMATION

- Your information may be passed onto external parties such as law enforcement, event organisers, venues, medical professionals and first aiders, and other parties deemed appropriate by Scribbles Face Painting. Your information will be distributed with the purpose of **organizing your booking(s) and safety**.
- **Job Contact:** The main contact person and organiser of the booking. The job contact has permission from their Billing Contact to request bookings and will be liable for costs if the Billing Person cannot be reached.
- **Billing Contact:** The person/company/organisation responsible for payment of this service requested.
- **Day-of Contact:** This person will be notified prior to your artist's arrival (where appropriate) and is the first contact your artist(s) will try to contact if they have any updates, or have questions.
- Photo/video submissions captured or submitted to Scribbles Face Painting **may be used for all purposes of marketing** unless the patron specifies otherwise (e.g. "just for your reference, do not share online")
- Your information may be accessed and used by trusted representatives of Scribbles Face Painting / Angela Dunstone if Angela (Angie) is unable to perform or communicate (e.g. health reasons) to assist with cancellations, or refunds.

PHOTOGRAPHY & MOVING MEDIA

- Scribbles Face Painting may request to take or receive a photo/video of patrons wearing the artist's work. Patrons will be asked permission individually and informed about where the image may be used.
- Photo/video submissions captured or submitted to Scribbles Face Painting **may be used for all purposes of marketing unless the patron specifies otherwise** (e.g. "just for your reference, do not share online")
- Those that appear under the age of 18 will be asked by their parent/guardian for permission to take photos/videos and if sharing online and for marketing.
- **To revoke permission**, email to: scribblesfacepainting@gmail.com
Photos/videos already shared online will be removed where possible and there will be no further use of the image. Note: Some photos/videos may still be able to be found online even after deletion.

AUTHORITY TO UPDATE T&C's WITHOUT NOTICE

- Scribbles Face Painting reserves the right to update the terms and conditions at any time without any notice - with the updated terms applying to future bookings. (bookings not already confirmed).

RISK ASSESSMENT

Based off of MSDS sheets from face/body paint suppliers (copy of MSDS sheets can be provided at request), and based off of Angela's knowledge. Angela and subcontractors will do their best to prevent any of the following risks, but ultimately you have read and accepted these risks, understand that we will do our best to avoid these scenarios, and you will make the work space as safe as you possibly can for all persons at the event. Scribbles Face Painting will not be held liable for any allergic reactions, skin irritation, ingestion of paint or small objects, slips, trips, spills or falls, contamination or spread of infection, damage to clothing, property, or furniture - or other similar risks.

RISK INDICATOR LEVELS:

(VH) = Very high risk, very likely.

(H) = High risk, likely.

(M) = Medium risk, not likely - but possible.

(L) = Low risk, not very likely - but possible.

RISK	RISK LEVEL	PREVENTION
Slips, trips, spills and falls.	(H) = High risk, likely.	Event hosts provide wet floor signs in event of spills. Cleaned up immediately where possible. Hosts, parents or guardians to supervise children.
Irritation to skin or eyes, or allergic reaction.	(M) = Medium risk, not likely - but possible.	Avoid paint and glitter on eyelids by default. Inform with signage that guests can request a patch test. Patrons will be asked if they would like glitter before applying.
Contamination, spread of infection or disease.	(M) = Medium risk, not likely - but possible.	See health & safety in T&C's. Refusal to paint those that appear unwell or suspicious skin conditions. Hosts, parents or guardians to supervise children to avoid them touching paints and equipment. No eating/drinking whilst being face painted.
Damage of clothing, property or furniture.	(M) = Medium risk, not likely - but possible.	Patrons will be asked if they would like glitter before applying. Hosts, parents or guardians to supervise children. Artists can supply a protective floor mat at request of the host.
Ingestion of paint or small objects (choking hazard).	(L) = Low risk, not very likely - but possible.	Recommend not painting children under 3 years old. Hosts, parents or guardians to supervise children. Avoid painting lips by default.