



General Terms and Conditions of IM Makeup

Version: January 2025

When booking or collaborating with IM Makeup, it's important to know the General Terms and Conditions. Below you'll find the conditions that apply to our services.

1. General

1.1 Place of establishment and Chamber of Commerce number

IM Makeup is established in Amsterdam and registered with the Chamber of Commerce under number 51394413.

1.2 Applicability of General Terms and Conditions

These General Terms and Conditions apply to all transactions between IM Makeup and its clients.

1.3 Acceptance of General Terms and Conditions

The client accepts these General Terms and Conditions by purchasing a service from IM Makeup.

2. Formation and content of agreement

2.1 Booking confirmation

A booking is confirmed once the client accepts an offer from IM Makeup verbally, by phone, in writing, or digitally.

2.2 Agreement with General Terms and Conditions

The client acknowledges having read and agreed to IM Makeup's General Terms and Conditions before making a booking.

2.3 Non-binding nature of quotes

Quotes are mutually non-binding. No rights can be derived from printing, typesetting errors, or mistakes in quotes.

2.4 Validity period of quote

A quote is valid for 14 calendar days unless explicitly stated otherwise.

3. Rates, payment, and reservation of assignments

3.1 Rates and VAT

All IM Makeup rates and prices include 21% VAT for individuals and exclude VAT for businesses. The VAT number is NL001902610B90.

3.2 Definitive booking after payment

A booking is only final once the full amount has been paid. Payment is made in advance via a Tikkie link in the booking confirmation.

3.3 Payment term for businesses

For invoice payments by businesses, the invoice amount must be paid within 14 calendar days of the invoice date.

3.4 Default on exceeding payment term

If the payment term in article 3.3 is exceeded, the client is automatically in default and statutory interest is due on the full invoice amount, starting from the due date.

3.5 Collection of legal and extrajudicial costs

All legal and extrajudicial costs that IM Makeup must incur to collect the amount due are at the expense of the client.

3.6 Invoicing for assignments above €1,000

For assignments above €1,000, IM Makeup invoices in two parts: a 30% down payment after the assignment is awarded and the rest after the service is delivered.

4. Travel expense reimbursement

4.1 Travel costs per kilometer

Travel costs for IM Makeup are at the client's expense unless agreed otherwise. The travel expense reimbursement is €0.28 per kilometer. When using public transport, the actual transport costs will be charged.

4.2 Additional costs such as parking and overnight stays

In addition to travel costs, parking fees and, if applicable, overnight stay costs may be charged for assignments outside IM Makeup's region. These costs are communicated in advance and depend on the location and duration of the assignment.

5. Cancellation of assignment

5.1 Free cancellation up to 14 days in advance

Booked assignments can be cancelled free of charge up to 14 calendar days before the planned assignment. Any payments will then be refunded.

5.2 Cancellation costs within 14 days

For cancellations within 14 calendar days before the assignment, the following cancellation costs apply:

- 25% of the costs for cancellation between 14 and 7 calendar days before the appointment.
 - 50% of the costs for cancellation between 7 and 2 calendar days before the appointment.
 - 100% of the costs for cancellation on the calendar day itself or in case of a no-show.
- 5.3 Rescheduling appointments and administrative costs
A pre-paid makeup consultation or workshop can be rescheduled once free of charge. When rescheduling the second appointment, €25 administrative costs will be charged.

6. Force majeure

6.1 Cancellation due to force majeure by makeup artist

In case of force majeure, such as illness, accident, natural disasters, pandemics, strikes, war, civil unrest, government restrictions, or any other unforeseen event that prevents or delays the performance of the assignment, IM Makeup may partially or completely cancel the assignment. In such cases, the invoicing will be adjusted proportionally.

6.2 Replacement in case of force majeure

IM Makeup will make reasonable efforts to find a replacement makeup artist, but cannot guarantee availability.

6.3 No compensation in case of force majeure

In case of force majeure, the client cannot claim compensation for any inconvenience or damages caused by the inability to perform the assignment.

6.4 Exceptions for unforeseen circumstances

If unforeseen and serious circumstances occur on the client's side, such as illness or emergencies, IM Makeup will make efforts to accommodate the client. An exception to the cancellation costs can be made in consultation. In such cases, IM Makeup offers the possibility to reschedule the appointment free of charge. This rescheduling can take place once, unless agreed otherwise.

7. Liability and damage

7.1 Limited liability of IM Makeup

IM Makeup is not liable for damage to the client unless there is intentional or gross negligence by IM Makeup. The client must report the damage by phone and/or in writing within 48 hours after the incident.

7.2 Responsibility for allergies and products

IM Makeup works with carefully selected products, a large part of which are hypoallergenic and dermatologically tested. This provides extra security and reduces the risk of skin reactions. However, the client remains responsible for timely reporting of allergies or sensitivities. IM Makeup cannot be held liable for allergic reactions or other damage from products unless there is gross negligence on the part of IM Makeup.

7.3 Responsibility for correct information by client

The client is responsible for providing complete and correct information about allergies or sensitivities to products. IM Makeup uses an intake form to request this information in advance. This provides extra protection against allergic reactions. IM Makeup cannot be held liable for damage or reactions caused by incomplete information provided by the client.

8. Confidentiality and data

Both parties agree to maintain the confidentiality of any confidential information disclosed during the provision of services. This includes, but is not limited to, client details, event plans, and any

proprietary information shared by either party. This obligation extends beyond the termination of the agreement.

IM Makeup complies with the General Data Protection Regulation (GDPR) in the processing of personal data. All personal data provided by the client will be processed and stored securely and only used for the purposes of fulfilling this agreement. For further information, please refer to [IM Makeup's Privacy Policy](#).

9. Amendment, interpretation, and location of conditions

9.1 Dutch text is leading

In the interpretation of the content and scope of these General Terms and Conditions, the Dutch text is binding.

9.2 Application of latest version of the conditions

The latest version of these conditions, as applicable at the time the agreement was concluded, always applies.

10. Dispute resolution and complaints

10.1 Complaint procedure

If the client has a complaint about the service provided, it must be submitted in writing or by email to IM Makeup within 14 calendar days after delivery. IM Makeup will investigate the complaint and provide a substantive response within 7 working days.

10.2 Escalation in case of disputes

If a dispute is not resolved satisfactorily, IM Makeup and the client will try to resolve the dispute in good consultation. If this fails, an independent mediator can be engaged to prevent escalation. If mediation through a mediator does not provide a solution, the dispute can be submitted to the court.

10.3 Applicable law and competent court

Dutch law applies to all agreements between IM Makeup and the client. Disputes will, after consultation and mediation, be submitted to the competent court in the Netherlands.