

General terms and conditions

Last updated November 2017.

Definitions

- "Client" refers a private person or legal entity through its representative.
- "Makeup artist" refers to the contractor Rebecka Cardholm.
- "Party" and "parties" refer to the client and contractor, individually and together.
- "Engagement contract" includes confirmed ordering, these general terms and conditions and any changes to the engagement that are made with written approvals from both parties.
- "Special event makeup" includes a 1 hour long makeup application without a separate consultation.
- "Bridal makeup" includes a 1 hour long consultation at a single occasion, and a 1,5 hour long makeup application on the day of the wedding.
- "Half-day" refers to a coherent time period of 4 hours.
- "Day" refers to a coherent time period of 8 hours.
- "Hour" refers to a coherent time period of 60 minutes.
- "Day time" refers to time period between 7am and 6pm non-holiday Monday-Friday.
- "All other times" refers to all time periods not included in the term day time.
- "Travel time" refers actual travel time to and from specified location for the engagement.
- "Price base amount" refers to the price base amount according to Swedish law (Socialförsäkringsbalken 2010:110).
- "Written agreement" includes e-mails between the parties.
- "Implementation of the agreement" refers to work performed during the time period(s) specified in the engagement contract.

Makeup artist responsibilities

The makeup artist shall implement the agreement professionally in accordance with good practice. Reconciliation shall take place during the process to, as per the makeup artist's best performance, meet the client's requirements and requests.

The makeup artist shall hold relevant company and responsibility insurance customized to the current occupation. The makeup artist's responsibility owing to the implementation of the agreement is limited to direct damage up to the total value of the engagement, but not more than 1 price base amount per year and client.

Client responsibilities

The client is liable in accordance with the engagement contract and shall in writing share necessary information in good time before the implementation of the agreement. This includes, but is not limited to;

- the client's corporate or personal code number
- phone number and e-mail address to the contact person(s)
- information about relevant contact or skin allergies or other special needs
- ethical positions or other requests relevant to the implementation of the agreement.

The client shall ensure that the work place is safe for the implementation of the agreement. Any complaints from the client shall be presented on location before the engagement has been completed.

The client is responsible for avoiding delay or interruption during the implementation of the agreement, since agreed time period isn't extended or altered of such a circumstance without written approvals from both parties.

Reservations and cancellations

All reservations and cancellations shall be made in writing through e-mail to rebeckacardholm@gmail.com.

The client has the right to cancel the engagement before its start in accordance with the following terms;

- Full refund on cancellation of bridal makeup, if cancelled at the latest 14 calendar days before the wedding day.
- Full refund on cancellation of other engagement, if cancelled at the latest 48 hours before the engagements agreed start time.
- Cancellations made later than mentioned above the client is charged 100 % of the agreed price.

The makeup artist reserves the right to, upon request for invoicing, conduct credit reviews of the client for a fee of 145 SEK. The makeup artist reserves the right to, at all times, charge the client for actual costs that have incurred because of the engagement contract, e.g. reserved train tickets or specific products or materials needed for the implementation of the agreement.

Changes to the engagement

The engagement contract cannot be changed in extent or level of compensation without written approvals from both parties. If the scope of the engagement is extended the current hourly rate will be applied, unless other conditions have been mutually agreed between the parties.

Rates and payments

Charges are based on current list of rates and invoices are sent the same day as the engagement has been completed, if nothing else has been agreed in the engagement contract.

Payments can be made in multiple ways;

- Payment to bank account, or
- through Swish number +46 704 76 02 40.

For bridal makeup 50 % of the total amount is charged at the time of the consultation and the remaining amount at the completion of the full engagement. The deposition is non-refundable.

Invoices are to be paid within 14 days. The makeupartist shall be entitled to charge the client interest on any amounts due and payable by client under the engagement contract and not paid on the relevant due date over the period from the due date to the actual date of payment at a rate of 12 % annual interest.

A statutory reminder fee of 450 SEK is charged if payments are late. If the payment is more than 7 days late, a debt collection demand will be sent. At further delay the matter will be handed over to the Swedish Enforcement Authority. Client is liable for any costs related to such handling.

Other terms and conditions

- All requests, decisions and agreements shall be in written form either in Swedish or English.
- The engagement contract is not to be assigned or transferred to any third private person or legal entity without the prior written consent of the other party.
- Neither party shall have any liability whatsoever to the other party or be deemed to be in default of the engagement as a result of any delay or failure in performing its obligation under the engagement contract to the extent that any such delay or failure arises from causes beyond the reasonable control of such party, including, but not limited to, acts of God, acts or regulations of any governmental or supra national authority, strikes, lock-outs, war, national emergencies or extreme weather conditions.
- The client's written instruction regarding the engagement's confidentiality shall be followed. The makeup artist reserves the right to after completion of the engagement refer to the client in marketing purposes as long as this does not interfere with the client's confidentiality instruction.
- The makeup artist reserves the right to use photographs, videos, etc., related to the engagement in accordance with Swedish law (Lagen om upphovsrätt 2 § and 6 §). By publication of the work the makeup artist shall, in accordance with Swedish law (Lagen om upphovsrätt 3 §) be named in the extent and way that is in accordance with good practice. The work is not to be altered or distributed in a way that can be considered offensive to the originator's artistic individuality.
- Each party has the right to cancel the engagement contract if the other party in essential respects does not meet their commitments and immediate rectification is not completed after written notice. Essential respects includes each party's responsibilities described in the sections "Makeup artist responsibilities" and "Client responsibilities". In any other cases Swedish law (Avtalslagen 1915:218) shall be applied.
- In case of any contradictions in the engagement contract, terms are applied in the following order: confirmed engagement, these general terms and conditions, changes and additions within the engagement contract, the client's general terms and conditions and applicable law.
- All disputes arising out of or in conjunction with the engagement contract may be referred for final resolution to a court of competent jurisdiction. The proceedings shall be held in Stockholm.

Special conditions for consumers

Swedish law (specifically Konsumenttjänstlagen 1985:716) is applicable for the services the makeup artist offers private persons in Sweden and supercedes other conditions in the engagement agreement.

Beyond terms and conditions mentioned above, the following is applicable;

- If the reservation is made through the internet or by phone, the client has the right to cancel the order within 14 days, for any reason and with no justification.
- The makeup artist follows guidelines published by the Swedish National Board for Consumer Complaints.
- The statutory reminder fee for consumers is 60 SEK.