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## General conditions Wishful Wedding

### Definitions:

User: the user of the general conditions, Wishful Wedding.

Wishful Wedding: Wishful Wedding, acting under the name Wishful Wedding statutory established at Haarlem, Gedempte Voldersgracht 4-27, in the trade register registered under KvK Haarlem number 34329655.

Client: Client is understood as the one that gives the task to organize a wedding, or in whose name Wishful Wedding organizes a wedding, engagement or other kind of event and in whose name reservations are made for these events.

Supplier: Under supplier is understood the person or firm that in exercise of its company, offers goods and/or provides service for events organized by Wishful Wedding.

Agreement: the agreement to cooperate.

## Article 1: General

1.1 These conditions apply on all offers of Wishful Wedding as well as on agreements closed with client(s) and/or suppliers from services and/or goods for organizing and/or implementation of weddings, in the broadest sense the word, as far as from these conditions in writing has not deviated.

1.2 If one or more parts of these general conditions have become void, the remaining parts remain entirely of application. Wishful Wedding and client will get into consultation in order to agree about new parts in substitution for void, as far as possible with the aim and the scope of the original text.

1.3 The client accepts the relevance of these general conditions, by contracting an agreement with Wishful Wedding or participating in an event of Wishful Wedding in the name of client.

1.4 These conditions apply also on all agreements with Wishful Wedding, wherefore for implementation other people or companies must be involved.

1.5 Possible deviations on these general conditions are only valid if these are written down explicitly and signed by Wishful Wedding.

1.6 The relevance of possible purchase or other conditions of client or supplier are explicitly rejected if not done by written correspondence.

## Article 2 - The content of the agreement

2.1 An agreement becomes definitive at the moment the client accepts an offer of Wishful Wedding. The client will receive a written confirmation of the agreement, signed by Wishful Wedding and client.

2.2 The first version of the agreement is reciprocally without engagement. No rights are derived from possible writing / printing mistakes or damaged agreements.

2.3 If client agreed with Wishful Wedding to cooperate and Wishful Wedding started with service needed for constituting this agreement, client has to pay all costs for preparation time, including research costs meant for acquisition of further information than which state defined in the proposal, meetings on locations or meetings with client.

2.4 The prices in proposals are including 19% for VAT and other levies by the government.

2.5 If the acceptance (on subordinate points) deviates from the service recalled in the proposal, Wishful Wedding is not binded to these points. The agreement will not include more than what is written in the proposal, unless Wishful Wedding indicates differently.

2.6 A composed price in the proposal does not oblige Wishful Wedding to perform a part of the task in accordance with part of the given price.

2.7 Offers do not apply automatically to future tasks.

2.8 Wishful Wedding cannot be held responsible for not performing of a task as a result of supremacy, for example at exhaustion of the stock or not delivered supplies by the subcontractors of Wishful Wedding, perishing goods or not performing tasks as a result of accidents, strike, fire, flood etc. This enumeration is not restrictive. Wishful Wedding is not obliged to prove the unseen character of the circumstance which determines supremacy. Preceding applies concerning the bride lists as well as planning of the wedding and all additional tasks. Wishful Wedding is obliged to limit the impact as much as possible.

2.9 The prices concerning services and goods of suppliers and other thirds are not included in the price of Wishful Wedding. Possible additional costs, calculated by subcontractors or others, are to be paid by client directly to the subcontractor.



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### Article 3 - Implementation of the agreement

3.1 Wishful Wedding will perform with best insight and capacity in accordance with the requirements of a good weddingplanner. Performance is based on the actual level of knowledge.

3.2 If good implementation of the agreement requires this, Wishful Wedding has the right to let activities be done by other people or companies.

3.3 The client ensures that all data, of which Wishful Wedding indicate that these are necessary, or of which the client belongs to understand that these are necessary for the implementation of the agreement, are supplied to Wishful Wedding. If the data required for the implementation of the agreement have not been supplied to Wishful Wedding, Wishful Wedding has the right to suspend the implementation of the agreement and/or charge extra costs, according to the usual tariffs, caused by the delay of the process.

3.4 Wishful Wedding is not responsible for damage, of any nature, caused by incorrect and/or not complete information supplied by client to Wishful Wedding.

3.5 If Wishful Wedding or by Wishful Wedding integrated other people or companies, are performing activities in the framework of the agreement on the location of the client or on a by client designated location, the client must carry the costs related to the reasonable facilities desired by those employees.

3.6 Wishful Wedding or by Wishful Wedding integrated other people or companies, are not responsible for damage which can be consequence of work concerning the implementation of the agreement. Damage during implementation of the agreement is responsibility of the client.

3.7 Employees, trainees and/or other people or companies have no right to take decisions for Wishful Wedding. Tasks performed by them are only valid after written confirmation by Judith Sonder. We preserve ourselves the right to refuse tasks or refuse to provide goods for which we have not given such confirmation.

### Article 4 - Changing the agreement

4.1 If during the implementation of the agreement shows up that it is necessary to modify or complement the activities, client and Wishful Wedding will adapt the agreement according to the changing activities.

4.2 If Wishful Wedding and client agree that the agreement is modified or is complemented, the time of completion of the implementation can be influenced as a result. Wishful Wedding will inform the client as soon as possible.

4.3 If the modification or complementation on the agreement has financial and/or qualitative consequences, Wishful Wedding will inform the client in advance.

4.4 Contrary to paragraph 4.3. Wishful Wedding will charge no additional costs if the modification and/or supplement is the consequence of circumstances which can be attributed to Wishful Wedding.

4.5 Wishful Wedding preserve herself the right for legal imposed price increases, which take place between task affirmative and the implementation of it, to the client to charge. Wishful Wedding is obliged to notify and comment these modifications as soon as possible to the client.

4.6 If a fixed fee has been corresponded between client and Wishful Wedding, Wishful Wedding will indicate to what extent the modification or supplement of the agreement results in changing fee.

### Article 5 - Delivery deadlines

5.1 If the client does not let Wishful Wedding provide services that are agreed, the task is still charged according to the agreement, possibly multiplied with the costs for damage and/or extra costs for Wishful Wedding.

5.2 A request of the client to modify the dates as set in the agreement, can only happen consultation with Wishful Wedding and after written confirmation by Wishful Wedding. All costs arising from this modification are charged to the client.

5.3 If within the duration of the agreement for completion of certain activities the delivery term is exceeded by a subcontractor, Wishful Wedding is not responsible for any effects.

### Article 6 - Payment

6.1 When agreeing about the proposal and signing, a first payment of 40% of the proposed total costs has to be paid by the client within a period of 14 days after the invoice date, unless in writing between client and Wishful Wedding differently has corresponded. The client receives a second invoice for the remained 60% within 14 days after the wedding. This amount must be paid within 14 days after the invoice date. After the wedding the client possibly receives a third and last invoice on the basis of calculation after. This invoice includes not yet covered or not earlier declared costs or possible rising costs by modifications in the tasks. Possible objections against the altitude of the invoices does not suspend the payment obligation.



6.2 When the client did not pay in 14 days after invoice, client is failing by law, without further notice has been required. Wishful Wedding can cancel the agreement in that case, or require the total amount of costs agreed. Wishful Wedding has been entitled to charge compensation for all costs made based on the agreement and client is required to pay 2% interest per month, unless the legal interest is higher, in which case the legal interest applies. The interest concerning the requiring costs will be calculated from the moment client is failing, until payment of the total amount of costs.

6.3 In case of liquidation, bankruptcy, seizure or suspension of payment of the client the progress of Wishful Wedding on the client is immediately requiring.

6.4 Wishful Wedding has the right to place the payments done by client in the first place in decrease of the costs, in second place in decrease of the open interest and finally in decrease of the principal sum and the current interest. Wishful Wedding can refuse an offer to payment, if the client designates another order of the order defined above. Wishful Wedding can refuse the payment of the principal sum, if thereby not the open and current interest and also other costs are covered.

6.5 If client fails complying to its obligations, then all costs for Wishful Wedding to require the agreed costs are for client. If client is in default in paying in time, an extra penitence of 25% concerning the still chargeable amount will be charged. This with a minimum of 250 euro, undiminished the VAT and undiminished possible process costs.

6.6 Client has to pay interest over the made costs for official collection by a collection agency.

6.7 Wishful Wedding has the right to require all costs in once if there are founded reasons to do that.

6.8 Wishful Wedding has been entitled to charge price increases concerning subcontractors to client, if between the moment of offer and supply, the tariffs with respect to (for example) salary and products have increased.

6.9 Moreover Wishful Wedding can raise the agreed amount of money on the proposal when during the implementation of the activities appears that the initially agreed or expected quantity work was insufficiently assessed at closing the agreement, and this is not due to Wishful Wedding. To perform the agreed activities against the initially agreed amount cannot reasonably be expected of Wishful Wedding. Wishful Wedding will inform the client in the case it is necessary to increase of the amount. Wishful Wedding will thereby mention the scope of and the date on which the increase will enter.

6.10 If Wishful Wedding has made higher costs, which were reasonably necessary, these will be eligible for compensation by the client.

#### **Article 7 - Research, complaints and reclamation**

7.1 Reclamations must submitted to Wishful Wedding within five working days after the date of the organized wedding. Reclamation must have been written and sufficiently motivated. The description of the shortcoming must be given in detail, so that Wishful Wedding can react adequate. Submitting reclamations does not give the client right not to pay the invoice in time.

7.2 Wishful Wedding must be able to check the reclamations. If the reclamations are judged to be right, then Wishful Wedding will pay an appropriate compensation, not higher than the highest invoice value of the provided products and/or services.

7.3 If a complaint is grounded, Wishful Wedding will still perform the activities as corresponded, unless in the meanwhile this has become meaningless for client. This must be written corresponded by client.

7.4 If still performing the agreed activities is no longer possible or significant, Wishful Wedding is only responsible within the limits of Article 9 – liability.

#### **Article 8 - Denunciation, ending and suspension of the agreement**

8.1 Wishful Wedding has the right at any time to refuse the agreement, or modifications in the agreement, in case the task are not in one line with the law. Wishful Wedding also has the right to end or refuse an agreement if the contents can damage the interests and/or good name of Wishful Wedding.

8.2 If the security of guests, staff and/or client is insufficiently guaranteed, or at improper use of the available material, Wishful Wedding has the right to deviate from the agreement, or dissolve this on costs of the client.

8.3 If the agreement is cancelled intermediate by the client, Wishful Wedding has the right to ask for compensation because of the time spent on this project, unless there are facts and circumstances which can be attributed to Wishful Wedding. Client is then required to pay for the performed activities until that time.

8.4 Wishful Wedding is allowed to suspend accomplishing the agreement if the client does not or not totally comply with the obligations from the agreement and/or after closing of the agreement Wishful Wedding has become knowledge that there are circumstances that give ground to fear that the client will not comply with the obligations and/or client is asked to provide certainty for accomplishing his obligations at closing the agreement and this certainty is insufficient or not available.

8.5 If the agreement is dissolved the progress of Wishful Wedding on the client is immediately claimed. If Wishful Wedding suspends the compliance of the agreement, she preserves her rights from the law and the agreement.



8.6 Wishful Wedding always preserves the right to claim compensation for damages.

8.7 Wishful Wedding obliges client to have a wedding insurance.

8.8 If the client cancels an agreement entirely or partially, then the costs made by Wishful Wedding, among which the compensations to other people or companies, has to be compensated by client in total. Cancelling will cost 70% of the total sum of the tasks at denunciation up to 4 weeks before the wedding, or 80% of the total sum at denunciation 1 up to 4 weeks before the wedding, or 90% of the total sum at denunciation in the last week, whereas cancelling on the day of the wedding itself results in compensating for the total agreed price from client to Wishful Wedding. The amount to compensate is always minimal equal to the cancelling costs which Wishful Wedding has to pay to other people or companies, multiplied with 15% administrative costs concerning the total sum of the agreement.

8.9 If the agreement with Wishful Wedding is cancelled in the meantime, than Wishful Wedding will try to transfer going on activities to other people or companies, unless there are circumstances caused by client that cause cancellation.

8.10 Wishful Wedding is competent to suspend the compliance or dissolve the agreement if:

- Client does not entirely comply with the obligations of the agreement.
- After closing the agreement Wishful Wedding becomes knowledge to fear that the client will not comply with the obligations. In the case that there is good ground to fear that the client will not or only partial comply with the agreement, Wishful Wedding will suspend the agreement only as far as the shortcoming justifies doing that.
- Client is requested at closing the agreement to provide collateral information about the certainty for complying to his obligations from the agreement and this certainty stays away or is insufficient.

8.11 Wishful Wedding is competent to dissolve the agreement if circumstances occur which are contrary to the nature of the agreement and/or circumstances occur under which Wishful Wedding can no longer be asked to fulfill the tasks of the agreement (unchanged).

8.12 Wishful Wedding always preserves the right to claim costs for damages.

#### **Article 9 - Liability**

9.1 Wishful Wedding is never responsible for direct or indirect damage.

9.2 Wishful Wedding is never responsible for damage by other people or companies, among which subcontractors and others.

#### **Article 10 - Safeguard**

10.1 The client safeguards Wishful Wedding for responsibility for other people or companies concerning the right for the intellectual property of material or data supplied by the client, which are used in the implementation of the agreement.

10.2 If client supplies information, electronic files or software etc. to Wishful Wedding, client guarantees these to be free of viruses and failures.

#### **Article 11 – Force majeure**

11.1 Wishful Wedding, subcontractors and suppliers cannot be kept to any obligation, if they are circumstances which make it impossible to comply and which cannot be blamed to debt, also not according to the law, an act of law or rules belonging to traffic circumstances.

11.2 In these conditions, under force majeure is understood, beside what is about that understood in the law and case law, all from outside coming causes, foreseen and not-foreseen, which Wishful Wedding cannot influence, but as a result of which Wishful Wedding is not able comply with the obligations.

11.3 Wishful Wedding has also the right to not finish tasks of the agreement after starting, due to force majeure.

11.4 All users of the contract can suspend the agreement during period of force majeure. If this period lasts longer than two months, then everyone has been entitled to cancel the agreement without obligation to compensation of costs of damage to the other party.

11.5 If Wishful Wedding at time of force majeure has completed partial obligations from the agreement, and this part is separate from other parts of the agreement, than client is obliged to pay for completing this part / these parts.

#### **Article 12 - Confidentiality**

12.1 Wishful Wedding and client are obliged to confidential use of all confidential information which they have obtained from each other or other sources within the framework of their agreement. Information is considered as confidential if this has been notified by the other party or if this results from the nature of the information.

12.2 If, on the basis of a legal provision or a legal pronouncement, Wishful Wedding must provide confidential information to other people or companies that are qualified by law, Wishful Wedding has not been kept to pay client costs for damages and client is not permitted to end the agreement because of this.

#### **Article 13 - Disputes**



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13.1 Disputes can be settled, with exclusion of the civil judge, by a professional association (BWPN – weddingplanners organization Netherlands).

13.2 Wishful Wedding and client will only appeal to the judge when they did everything they could to solve the problem with the other ones concerned or with mediation of BWPN.

**Article 14 - Appropriate right**

14.1 On each agreement between Wishful Wedding and the client applies the rights provided by the Dutch law.

**Article 15 - Modification, explanation and deposit of conditions**

15.1 These conditions have been deposited the chamber of commerce in Haarlem (Dutch text).

15.2 In case of explanation of the contents and scope of these general conditions, the Dutch text version of the conditions of agreement is always determinative. This English version is only intended as a support for clients who cannot read Dutch.

15.3 The last deposited version (Dutch text) always applies c.q. the version applied at the time of signing the agreement.