



# GG WEDDINGS

*planning & design*

## GENERAL SERVICES TERMS AND CONDITIONS GG WEDDINGS & EVENTS

### **Definitions:**

#### *User:*

The user of the general terms and conditions means GG Weddings & Events, established at Lobelialaan 48, 2555 PJ, 's-Gravenhage, registered in the trade register under number 60367423.

#### *Client:*

The client means the person who has given the order to organize a wedding, engagement, anniversary or other event (hereinafter collectively referred to as: wedding).

#### *Supplier:*

The supplier means the person who, in the course of its business, provides goods or services for a wedding to be organized by GG Weddings & Events.

#### *Agreement:*

The service agreement.

### **Article 1 - General**

1.1 These general terms and conditions apply to all offers and quotations from GG Weddings & Events as well as to agreements concluded with clients for the purpose of organizing or performing weddings, in the broadest sense of the word, insofar as these general terms and conditions have not been deviated from in writing.

1.2 The client accepts the applicability of these general terms and conditions by entering into an agreement with GG Weddings & Events or by having the organization of the wedding

carried out by GG Weddings & Events.

1.3 Any deviations from these general terms and conditions are only valid if they have been explicitly agreed upon in writing.

1.4 The applicability of any purchase or other conditions of the client is explicitly rejected, unless otherwise agreed upon in writing.

### **Article 2 - conclusion and content of the agreement**

2.1 An agreement is concluded at the moment that the client accepts an offer from GG Weddings & Events orally or in writing. The client will receive a written confirmation of the agreement from GG Weddings & Events.

2.2 The first offer issued is mutually non-binding. No rights can be derived from printing errors and miswritings.

2.3 If GG Weddings & Events has been given the assignment and has started the execution of a quotation, without an agreement being concluded, the client will owe all preparation costs. This means, among other things, research costs to obtain more information, costs of location viewings, on-site meetings with the client and the like.

2.4 The prices in these quotations include VAT and other government levies.

2.5 The prices related to the services and goods provided by suppliers are not included in the prices to be paid to GG Weddings & Events, unless otherwise agreed in writing between the client and GG Weddings & Events. Any additional costs calculated by suppliers are borne by the client.

### **Article 3 - Implementation of the agreement**

3.1 GG Weddings & Events will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of a good wedding/event planner.

3.2 If and to the extent such is required for the proper execution of the agreement, GG Weddings & Events has the right to have certain work carried out by third parties.

3.3 The client will ensure that all information, which GG Weddings & Events indicates is necessary, or which the client should understand to be necessary for the execution of the agreement, will be provided to GG Weddings & Events. If the information necessary for the execution of the agreement has not been provided to GG Weddings & Events in time, GG Weddings & Events has the right to suspend the execution of the agreement and to charge the client the additional costs resulting from the delay at the usual rates.

3.4 GG Weddings & Events is not liable for damage of any kind, if GG Weddings & Events has relied on incorrect or incomplete information provided by the client.

3.5 If GG Weddings & Events carries out work in the context of an agreement at the location of the client or a location designated by the client, the client must bear the costs in connection with the facilities reasonably needed by GG Weddings & Events and the third parties.

3.6 The client will indemnify GG Weddings & Events against any claims of third parties, who suffer damage in connection with the execution of the agreement and which is attributable to the client.

3.7 GG Weddings & Events will take care of replacement in the form of a fellow wedding planner in the event of unforeseen circumstances where GG Weddings & Events cannot carry out the assignment itself.

#### **Article 4 - Amendment of the agreement**

4.1 If during the execution of the agreement it appears that it is necessary to change the work to be performed for proper execution, the parties will adjust the agreement in a timely manner and in consultation with each other.

4.2 If the parties agree that the agreement will be amended, the time of completion of the execution may be affected. GG Weddings & Events will inform the client about this.

4.3 If the amendment of the agreement will have financial consequences, GG Weddings & Events will inform the client about this.

4.4 Notwithstanding paragraph 4.3, GG Weddings & Events will not be able to charge any additional costs if the change is the result of circumstances that can be attributed to GG Weddings & Events.

4.5 GG Weddings & Events reserves the right to pass on legally imposed price increases, which occur between order confirmation and its execution, to the client. GG Weddings & Events is obliged to inform and explain these price changes to the client as soon as possible.

#### **Article 5 - delivery terms**

5.1 If the client does not take receipt of rented or delivered goods or services before or at the agreed time of delivery, the order will still be charged to the client in accordance with the agreement, if applicable plus the costs for damage suffered or additional expenses incurred by GG Weddings & Events.

5.2 A request by the client to change the delivery dates can only be made in mutual agreement and after written confirmation from GG Weddings & Events. All costs arising from this change shall be borne by the client.

5.3 If a supplier has exceeded the agreed term for the completion of certain activities, then GG Weddings & Events is under no circumstances liable for the consequences of this.

#### **Article 6 - payment**

6.1 Upon the conclusion of the agreement, an advance payment of 50% of the quoted fee will be made by the client. This amount must be paid within the stipulated period of 14 days after the invoice date, unless otherwise agreed in writing between the client and GG Weddings & Events.

The client receives a second invoice of 50% of the quoted fee 1 month before the wedding. This amount must be paid no later than 14 days after the invoice date.

Within 2 weeks after the wedding, the client receives a third and also last invoice for any previously unbilled costs and any credit or debit caused by changes in the order confirmation.

Any objections to the amount of the invoices does not suspend the payment obligation.

6.2 If the client does not pay in time, the client will be in default by operation of law, without further notice of default being required. In that case, GG Weddings & Events is entitled to terminate the agreement or to demand full compliance. GG Weddings & Events is entitled to claim additional compensation for all costs already incurred in connection with the agreement and the client will then also be liable to pay statutory interest.

6.3 In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of GG Weddings & Events against the client are immediately due and payable.

6.4 If the client is in default, then all costs for obtaining payment will be borne by the client.

6.5 GG Weddings & Events reserves the right to claim the amount at once if there are reasonable grounds for doing so.

6.6 GG Weddings & Events may increase the quoted fee if, during the execution of the work, it appears that the originally agreed or expected amount of work was insufficiently estimated at the conclusion of the agreement, and this is not attributable to GG Weddings & Events, and it cannot reasonably be expected that GG Weddings & Events will perform the agreed work against the originally quoted fee. In that case, GG Weddings & Events will inform the client of the intention to increase the fee.

GG Weddings & Events will indicate the extent of and the date on which the increase will take effect.

6.7 If GG Weddings & Events has incurred higher costs, which were reasonably necessary, these are eligible for compensation by the client.

### **Article 7 - Promotional material**

7.1 The Client gives GG Weddings & Events permission to use a selection of photos of the wedding, made in consultation, for promotional purposes, such as for promotion on social media, websites, blogs, etc.

7.2 The promotional material will only be used for promotion purposes by GG Weddings & Events.

### **Article 8 - Investigation and complaints**

8.1 Complaints must be submitted to GG Weddings & Events in writing and sufficiently motivated within 10 working days after the date of the wedding. The notice of default must contain a detailed description of the default, so that GG Weddings & Events is able to respond adequately. The submission of the complaint does not relieve the client of its obligation to pay the invoices submitted by GG

Weddings & Events in a timely manner.

8.2 If a complaint is well-founded, GG Weddings & Events will still perform the work as agreed, unless this has become demonstrably meaningless for the client or is no longer possible. The latter must be made known in writing by the client.

8.3 If the performance of the agreed work is no longer possible or meaningful, GG Weddings & Events will only be liable within the limits of article 10.

### **Article 9 - Termination, suspension and relocation**

9.1 GG Weddings & Events has the right at any time to refuse or terminate the execution of an agreement, in case the assignment is contrary to any legal or other provision given by the government.

GG Weddings & Events also has the right to terminate or refuse an agreement, if in its opinion the content can harm the interests or good name of its company.

9.2 If the safety of guests, employees or suppliers is insufficiently guaranteed or in the event of improper use of the materials made available, GG Weddings & Events is entitled to deviate from the agreement already concluded or to terminate it in whole or in part at the expense of the client.

9.3 GG Weddings & Events is entitled to suspend the fulfilment of the obligations or to terminate the agreement if the client does not or does not fully comply with the obligations under the agreement or if after the conclusion of the agreement GG Weddings & Events becomes aware of circumstances which give good grounds to concerns

that the client will not comply with the obligations.

9.4 Furthermore, GG Weddings & Events is entitled to terminate the agreement if circumstances arise that are of such a nature that compliance with the agreement can no longer be demanded or if according to standards of reasonableness and fairness or otherwise circumstances arise that are of such a nature that unaltered continuance of the agreement cannot reasonably be expected.

9.5 If the agreement is terminated, the claims of GG Weddings & Events against the client are immediately due and payable. If GG Weddings & Events suspends the fulfilment of the obligations, it retains its claims under the law and agreement.

9.6 If the client cancels the agreement in whole or in part, the costs incurred by GG Weddings & Events, including any compensation to third parties, will be reimbursed in its entirety. In addition, a cancellation fee will be charged to the client. The cancellation fee is: 15% of the quoted fee in case of cancellation within 2 weeks after the signing of the agreement, unless the wedding will already take place within 2 weeks; 70% of the quoted fee in case of cancellation more than 12 weeks before the wedding; 80% of the quoted fee in case of cancellation from 12 to 4 weeks before the wedding; 90% of the quoted fee in case of cancellation 1 to 4 weeks before the wedding; or 100% of the quoted fee in case of cancellation in the last week before the wedding.

9.7 If for any reason the client wishes to move the wedding to another date, this must be done in consultation with GG Weddings & Events, whereby, for example, the availability of GG Weddings & Events on the other date may be relevant. The costs that the client owes to GG Weddings & Events for moving the wedding amounts to 25% of the quoted fee in relation to the wedding on the original date, if the new date is within the next calendar year in comparison to the original date. If the wedding is moved more than one calendar year in comparison to the original date, the costs that the client owes to GG Weddings & Events for moving the wedding amounts to 50% of the quoted fee. Article 4 shall apply to any additional work relating to the moving.

#### **Article 10 Liability**

10.1 If GG Weddings & Events is liable, this liability is limited to what is regulated in this provision.

10.2 GG Weddings & Events is only liable for direct damages, insofar as this is due to negligence on the part of GG Weddings & Events, arising from, or as a direct result of, the execution of the agreement, which liability is limited to the amount to which the liability insurance maintained by GG Weddings & Events provides coverage.

10.3 GG Weddings & Events is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

10.4 The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of GG Weddings & Events.

10.5 GG Weddings & Events is never liable for damage caused by third parties including suppliers.

#### **Article 11 Force majeure**

11.1 The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account pursuant to the law, a legal act or generally applicable views.

11.2 Force majeure in these terms and conditions is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, which cannot reasonably be influenced by GG Weddings & Events, but which prevent GG Weddings & Events from fulfilling its obligations, such as fire, strikes, blockades, transport restrictions, industrial accidents, weather conditions, natural disasters, epidemic, quarantine measures, restrictions on the granting of permits, non-compliance with obligations by suppliers, etc.

11.3 The parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 2 months, each of the parties is entitled to dissolve the agreement, without obligation to compensate damages to the other party.

11.4 Insofar as GG Weddings & Events has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the fulfilled or to be fulfilled obligations is of independent value, GG Weddings & Events is entitled to charge the part already fulfilled or to be fulfilled separately. The Client is obliged to

pay this portion as if it were a separate agreement.

#### **Article 12 Confidentiality**

12.1 Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources in the context of the agreement.

Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

12.2 If, due to a legal provision or a court ruling, GG Weddings & Events is obliged to provide confidential information to a third party designated by law or the competent court, and GG Weddings & Events cannot invoke a legal right of privilege recognized or permitted by the competent court in this regard, then GG Weddings & Events is not obliged to pay damages and the client is not entitled to dissolve the agreement in respect of any damages resulting from this.

#### **Article 13 Disputes**

13.1 Disputes will be submitted exclusively to the court in The Hague.

13.2 The parties will only appeal to the court after they have made every reasonable effort to settle a dispute by mutual agreement.

#### **Article 14 Applicable law**

14.1 Dutch law applies to every agreement between GG Weddings & Events and the client. The application of the Vienna Sales Convention is excluded.