



## DEFINITIONS GENERAL TERMS AND CONDITIONS

**Weddingplanner Houvast:** user of these general terms and conditions, to wit Ina Poppen-Ensing, acting under the name "Weddingplanner Houvast", situated in Borger, Trechterbeker 1 and registered in the commercial register under Chamber of Commerce number **69736200**.

**The Customer:** the counterparty of Weddingplanner Houvast being the party who granted the Weddingplanner Houvast the contract to organize a wedding, or in whose name Weddingplanner Houvast organises a wedding, an event, an anniversary, a marriage proposal or an engagement party, or who makes a reservation to this end. Until an Agreement has been established the Customer can also be referred to as the Applicant.

**Agreement:** the Agreement of service contract.

### Article 1 - GENERAL

- 1.1 These Agreements are applicable to all Weddingplanner Houvast's offers and quotations, as well as Agreements between the Customer(s), including the amendments thereof, insofar as these conditions have not been deviated from in writing.
- 1.2 In case one or more provisions of these general conditions are declared void or become void, the remaining provisions of these general conditions remain completely applicable and active.
- 1.3 Any possible deviation from these general conditions are only valid when these have explicitly been agreed upon between parties in writing. The applicability of any conditions that may be employed by the Customer are explicitly rejected by Weddingplanner Houvast. These general conditions shall be substituted for them.

### Article 2 – REALISATION AND CONTENT OF THE AGREEMENT

- 2.1 The first quotation issued is an informal one for both parties. No rights may be derived from misprints, printing errors and typographical errors, or from altered quotations.
- 2.2 Quotations have, unless the quotation shows another Agreement has been reached, a validity of two weeks,

counting from the date the quotation has been drawn up.

- 2.3 A quotation consisting of different parts does not bind Weddingplanner Houvast to execute a part of the quotation for the amount stated for that part of the quotation.
- 2.4 The Agreement between Weddingplanner Houvast and the Customer is established by Weddingplanner Houvast receiving a quotation signed by the Customer.
- 2.5 In case Weddingplanner Houvast has, at the request of the Customer, begun with the implementation and/or the adjustment of a quotation, but no realisation Agreement has been reached between the two parties, the Customer is bound to reimburse the costs incurred by Weddingplanner Houvast. Costs incurred would include those costs made for research to obtain more information than is mentioned in the quotation, costs made by viewing a venue, discussions held at the Customer's address etc.
- 2.6 In the event that the Agreement is closed between Weddingplanner Houvast and multiple Customers, then all Customers are jointly and severally bound to all obligations deriving from the Agreement.

### Article 3 – CUSTOMER COOPERATION

- 3.1 The Customer must take care that all information and documents that Weddingplanner Houvast deems necessary for a correct and timely execution of the granted order are received by Weddingplanner Houvast on time and in the form and manner requested by Weddingplanner Houvast.
- 3.2 The Customer must inform Weddingplanner Houvast immediately about facts and circumstances that may be of importance to the correct execution of the Agreement.
- 3.3 Unless the nature of the Agreement dictates otherwise, the Customer is responsible for the correctness, completeness and reliability of the information and documents handed over to Weddingplanner Houvast, even when these have been obtained from third parties. Weddingplanner Houvast is not liable for damages, of any nature whatsoever, because Weddingplanner Houvast has relied for the fulfilment of the Agreement on incorrect or incomplete information provided by the Customer.
- 3.4 Unless otherwise deriving from the nature of the contract, Customer will engage the personnel considered necessary by Weddingplanner Houvast or will have them engaged for the purpose of enabling Weddingplanner Houvast to do the work. If the support of specific personnel is necessary, then this will be agreed and documented in the Agreement. Customer must ensure that the supporting personnel

have the correct skills and experience to be able to do the work.

- 3.5 Those extra costs and extra fees stemming from the delay in execution of the order, arising from not relinquishing, or not relinquishing in a timely manner or in a correct manner the requested information, documents, facilities and/or personnel will be attributed to the Customer. In addition, Weddingplanner Houvast in those cases has the right to suspend fulfilment of the Agreement.
- 3.6 If the Customer engages extra support (personnel) for the benefit of the fulfilment of the Agreement, then this must be made known in writing to Weddingplanner Houvast at least 3 weeks before that engagement is to take place. This extra support will be billed on the grounds of the agreed hourly rate, excluding travel and lodging expenses.
- 3.7 On the day of the wedding, Customer must provide a healthy meal for Weddingplanner Houvast and any third parties engaged by Weddingplanner Houvast. If the wedding or reception location is more than one hour's drive from the residence of Weddingplanner Houvast, then Weddingplanner Houvast will bill the Customer for an overnight stay in a hotel. Before booking a hotel, coordination regarding this will take place between Weddingplanner Houvast and the Customer.
- 3.8 Customer gives consent to Weddingplanner Houvast for the use of visual materials – in the broadest sense of the word and with consideration of the rights of any maker thereof – for the benefit of the portfolio of Weddingplanner Houvast.
- 3.9 If Customer contracts suppliers, then all Agreements with these suppliers must be documented in writing no later than 2 weeks prior to the wedding. If that does not appear to be the case or if significant changes take place, then Weddingplanner Houvast will bill an amount of € 175.- including BTW (VAT) per documentation or change.

#### **Article 4 – EXECUTION OF THE AGREEMENT**

- 4.1 Weddingplanner Houvast is only then required to execute the Agreement after Weddingplanner Houvast has received a signed quotation and payment of the first 60% of the agreed amount as referred to in article 7.1.
- 4.2 If and insofar as a correct execution of the Agreement demands it, Weddingplanner Houvast retains the right to employ third parties for the execution of the Agreement.
- 4.3 The costs for the assistance of third parties and the costs in connection with the reasonable requests of these third parties in regard to facilities shall be borne by the Customer. Those costs are not included in the

amount agreed to by both parties, unless explicitly stated elsewhere in writing.

- 4.4 Other persons than indicated in article 4.2, such as vendors, are employed by and at the expense of the Customer, unless explicitly stated elsewhere in writing.
- 4.5 In case the Customer wishes to involve third parties for the execution of the Agreement, he will only proceed to do so after having reached an Agreement with Weddingplanner Houvast regarding this issue, as directly or indirectly employing third parties for the execution of the Agreement can have an important influence on Weddingplanner Houvast's ability to execute the Agreement correctly. That which has been determined in the previous sentence is also applicable to Weddingplanner Houvast.
- 4.6 The styling materials that Weddingplanner Houvast makes available remain the property of Weddingplanner Houvast, with the exception of (fresh) flowers. If these materials are not completely returned or are not returned undamaged to Weddingplanner Houvast, Customer must compensate the replacement value to Weddingplanner Houvast.

#### **Article 5 – CHANGES TO THE AGREEMENT**

- 5.1 If, during the execution of the Agreement, it appears necessary to modify or supplement the tasks for a correct execution, both parties shall confer in a timely manner on how to modify the Agreement accordingly.
- 5.2 If the modifications and/or the supplementation of the Agreement have financial and/or qualitative consequences, Weddingplanner Houvast shall inform the Customer of this beforehand.
- 5.3 Weddingplanner Houvast retains the right to charge the Customer – if more than three months have passed since the closing of the Agreement – to increase the stipulated price as a result of any legally imposed price increases and unexpected reasonably higher costs. Weddingplanner Houvast is bound to communicate and explain these changes in price to the Customer as soon as possible.
- 5.4 Moreover, Weddingplanner Houvast is permitted to raise the agreed upon price, during the execution of the tasks, if it appears that the original agreed upon and/or expected amount of work was severely misjudged during the conclusion of the Agreement, and this is not attributable to Weddingplanner Houvast, so that in all reasonableness it cannot be expected of Weddingplanner Houvast to fulfil the tasks for the originally agreed upon amount. Weddingplanner Houvast shall in that case inform the Customer of the intended price increase.

Weddingplanner Houvast shall state the amount of the increase and the date on which it will take effect.

#### **Article 6 - FEES**

- 6.1 Weddingplanner Houvast's fees are excluding Weddingplanner Houvast's expenses and excluding expense sheets for third parties employed by Weddingplanner Houvast.
- 6.2 The transportation costs incurred by Weddingplanner Houvast for the benefit of the fulfilment of the Agreement within the Netherlands will be billed on the final invoice on the basis of post-calculation and on the basis of € 0.45 per kilometre driven.

#### **Article 7 - PAYMENT**

- 7.1 The agreed upon amount shall be invoiced differently, depending on the nature of the Agreement. In the event of a *completely organised wedding*, either domestically or abroad, the agreed amount will be invoiced in three parts: 40% upon creation of the Agreement, 40% halfway through the planning of the wedding and 20% in the week before the wedding. In the event of *event design for a wedding and employing a Master of Ceremonies* (these can occur independently of each other), the agreed amount will be invoiced in two parts: 60% upon creation of the Agreement and 40% in the week before the wedding.
- 7.2 The Customer must pay the amount within 14 days of the invoice date, unless otherwise agreed upon between the Customer and Weddingplanner Houvast.
- 7.3 After the day of the wedding the Customer may receive an extra invoice on the basis of subsequent calculations for the not hitherto invoiced costs and possible crediting or debiting created by the modification of the Agreement.
- 7.4 Possible objections to the (amount of) an invoice do not suspend the payment obligation for the non-contested part of the invoice.
- 7.5 The Customer who does not pay on time will be held in default according to the law from the end of this payment period, without the need for any other notice of default. From that moment, Weddingplanner Houvast will make a claim for:
  - the legal interest (or an interest percentage to be determined by Weddingplanner Houvast starting from the due date until full payment;
  - if the Customer is a consumer, the extra-legal costs in accordance with the 'Decree on Compensation for Extra-legal Collection Costs', as mentioned in article 6:96 paragraph 4 CC. These costs will be increased by the BTW (VAT) owed on this amount, depending on whether the Customer can settle the sales tax;
  - if Customer is a legal person, or a natural person who is acting in the exercise of a profession or

business, the extra-legal costs, which amount to 15% of the Customer owed, with a minimum of € 200.00;

#### **Article 8 – RESEARCH, COMPLAINTS AND CLAIMS**

- 8.1 Claims must be submitted within 1 week after discovery and no later than within 4 weeks after the day of the wedding, in writing and with sufficient justification to Weddingplanner Houvast. The notice of default must contain a description of the shortcoming in as much detail as possible, so that Weddingplanner Houvast is able to react to it adequately.
- 8.2 Weddingplanner Houvast must be able to check the submitted claim. If the claim is justified in the judgement of Weddingplanner Houvast and if doing the agreed work is no longer possible or meaningful, then Weddingplanner Houvast will only be liable within the limits of article 10.
- 8.3 Submitting a timely claim does not relieve Customer of the (payment) obligations under the Agreement.

#### **Article 9 – DISSOLUTION, CONCLUSION AND SUSPENSION OF THE AGREEMENT**

- 9.1 Weddingplanner Houvast has the right to cancel or to terminate the Agreement, without damage compensation to the Customer if the content of the Agreement in the judgement of Weddingplanner Houvast can damage the interests and/or good name of Weddingplanner Houvast's business or if the safety of guests, personnel and/or contracted parties is, in the judgement of Weddingplanner Houvast, insufficiently guaranteed or upon improper use of the materials made available.
- 9.2 In case the Agreement is dissolved the amounts receivable are immediately claimable from the Customer. In case Weddingplanner Houvast suspends the honouring of its commitments, it retains its claims by law and through the Agreement.
- 9.3 The Customer is liable to obtain wedding insurance, unless the parties have explicitly and in writing agreed not to.
- 9.4 If Customer wholly or partially terminates or cancels an Agreement, then the agreed fee and the expenses incurred by Weddingplanner Houvast, including the compensations to the third parties named in article 4.2 as a result of this cancellation, will be fully compensated by Customer with a minimum of 75% upon cancellation up until 8 weeks before the day of the wedding; 90% upon cancellation from 3 to 8 weeks before the day of the wedding and 100% upon cancellation during the last 3 weeks before the day of the wedding or upon cancellation on the day of the wedding.

whether this mailing occurs by or in the name of the Customer, Weddingplanner Houvast or third parties.

## **Article 10 - LIABILITY**

10.1 Weddingplanner Houvast shall fulfil its tasks to the best of its abilities and be as attentive to details as can be expected from a reasonably competent and reasonably professional colleague. If an error is made due to incorrect or insufficient information from the Customer, Weddingplanner Houvast is not liable for any damage that occurs as a result of this negligence. If Customer demonstrates that he or she has suffered damages due to an error of Weddingplanner Houvast that would be avoided by acting carefully, then Weddingplanner Houvast is only liable for direct damages and up to a maximum of the agreed fee. Weddingplanner Houvast is never liable for damages of any nature whatsoever as a result of the actions or negligence of the supplier(s) engaged directly by Customer.

10.2 Direct damage is understood to mean:

- the reasonable expenses to determine the cause and the extent of the damage, insofar as the determination relates to damage pursuant to these conditions;
- the reasonable expenses possibly incurred to determine Weddingplanner Houvast's shortcomings in regard to the fulfilment of the Agreement, in case these can be attributed to Weddingplanner Houvast;
- the reasonable expenses incurred to prevent or limit the damage, insofar as the Customer can demonstrate these expenses have led to limiting the direct damage as described in these general conditions.

10.3 Weddingplanner Houvast is not liable for indirect damages, including consequential damage, forgone profits, missed savings, damage due to business interruption, liability for costs related to court proceedings, interest and/or damages due to delays, damages as a result of faulty cooperation and/or information from the Customer, and/or damage incurred through Weddingplanner Houvast's informal tips or advice of which the content did not explicitly form a part of the written Agreement.

10.4 If Weddingplanner Houvast engages one or more third parties for the fulfilment of the Agreement as intended in article 4.2, then Weddingplanner Houvast is never liable for any errors that are incurred by this third party or parties. If a third party or a third party's liability is limited, then Weddingplanner Houvast has the authority to accept that liability limitation on behalf of the Customer.

10.5 Weddingplanner Houvast is not liable for the damage or destruction of documents during transportation or while being sent through the mail, regardless of

## **Article 11 - DISCLAIMER**

11.1 The Customer holds Weddingplanner Houvast harmless from the amounts receivable from third parties due to damage caused by the Customer giving Weddingplanner Houvast false or incomplete information, unless the Customer can demonstrate that the damage has no connection with dealings or omissions by the Customer or is caused by premeditation or gross negligence by Weddingplanner Houvast, and unless any binding national or international law or regulation does not permit such a stipulation.

11.2 The Customer holds Weddingplanner Houvast harmless to claims from third parties with regard to the rights to intellectual property to materials or information provided by the Customer, which will be used for the execution of the Agreement.

11.3 The Customer holds Weddingplanner Houvast harmless for liability from third parties as mentioned in Article 4.2 and for liability from third parties as mentioned in Article 4.4.

11.4 In case the Customer issues data carriers, electronic documents, software etc., the Customer guarantees the data carriers, electronic documents or software are free of viruses and defects.

## **Article 12 – FORCE MAJEURE**

12.1 Weddingplanner Houvast is not required to fulfil any obligation on the grounds of the Agreement if she is hindered in doing so as the result of force majeure. By force majeure is understood: every shortcoming that cannot be attributed to Weddingplanner Houvast. Blame cannot be attributed if the shortcoming is not Weddingplanner Houvast's fault, neither by law, by legal acts or by prevailing opinion. Illness and/or accident, theft, fire, the influence of weather, traffic jams, power disruptions and the like will be qualified as force majeure.

12.2 The Customer shall be informed of the force majeure in writing as soon as possible by Weddingplanner Houvast, unless the Customer's address has not been made known to Weddingplanner Houvast, and cannot reasonably be obtained. In that case the Customer will be informed of the force majeure verbally as soon as possible.

12.3 To the degree that Weddingplanner Houvast has already met its obligations at the time of the force majeure or shall be able to meet its obligations, and insofar the completed or to be completed part of the Agreement has independent value, Weddingplanner

Houvast is entitled to declare the completed or to be completed part of the Agreement separately to the Customer. Customer is required to fulfil this declaration as if it were an individual Agreement and with consideration of the provisions of these general terms and conditions.

#### **Article 16 – APPLICABLE LAW**

Dutch law applies to any legal relationship between Weddingplanner Houvast and Customer.

#### **Article 13 - CONFIDENTIALITY**

- 13.1 Both parties are bound to secrecy concerning all confidential information that is shared by the parties or obtained from other sources in the context of the Agreement. Information is considered confidential when it is communicated by the other party or when this arises from the nature of the information.
- 13.2 If, on the grounds of a legal provision or court decision Weddingplanner Houvast is bound by law or through a competent court to disclose confidential information to a third party, and Weddingplanner Houvast cannot appeal through a right to refuse to answer questions recognised by the law or a competent court, Weddingplanner Houvast is not bound to repayment of damages or indemnity and the Customer is not entitled to the dissolution of the Agreement on grounds of alleged damages incurred or those to be incurred.

#### **Article 14 – INTELLECTUAL PROPERTY**

- 14.1 Weddingplanner Houvast retains all the rights to intellectual property with regard to products of the mind which it uses and/or has used and/or develops and/or has developed in the framework of the execution of the Agreement, and regarding which it retains the copyright or other rights of intellectual property or which it can ratify.
- 14.2 The Customer is forbidden, with or without the participation of third parties, from duplicating, making public or exploiting those products, including Weddingplanner Houvast's computer programmes, system designs, methods, advice, model contracts, contracts and other products of the mind, in the broadest sense of the term. Duplicating and/or publishing and/or exploitation is only allowed after obtaining written consent from Weddingplanner Houvast.

#### **Article 15 - DISPUTES**

- 15.1 Disputes between Weddingplanner Houvast and the Customer will be submitted to a competent court in the municipality where Weddingplanner Houvast is located.
- 15.2 The Customer has the right to choose a legal competent court for the settlement of the dispute within one month after Weddingplanner Houvast has appealed against him on grounds of paragraph 1.