



# ITALY WEDDING

## TERMS&CONDITIONS

### Article 1 - Definitions

- *Italy Wedding, established in Amstelveen, Chamber of Commerce number 34381487, is referred to as the contractor in these general terms and conditions.*
- *The other party is referred to as the client in these general terms and conditions.*
- *The agreement means one between the contractor and the client.*

### Article 2 - Applicability of general terms and conditions

- *These terms and conditions apply to all quotations, activities, invoices, agreements, and provision of services by or on behalf of the contractor to which it has declared these terms and conditions applicable, insofar as these terms and conditions have not been expressly deviated from in writing. No rights can be derived from verbal agreements.*
- *The most recently sent version of these general terms and conditions always applies.*
- *If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable.*

### Article 3 - Quotations

- *If no acceptance period has been set in the non-binding offer, the offer will expire after 30 calendar days.*
- *The contractor cannot be held to its quotation if the client could reasonably understand that the quotation, or a part thereof, contains an obvious mistake or error.*
- *Quotations do not automatically apply to follow-up orders.*

### Article 4 - Rates and payments

- *The agreement is entered into for a definite period unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.*
- *The quote states the rate for the selected package.*
- *With acceptance of the quotation, the obligation to pay arises. However, the work will never be carried out before full payment has been made.*
- *The rates agreed when entering into the agreement are based on the price level applied at that time. The Contractor has the right to adjust the fees annually. It also has the right to adjust the fees at any time, if changed circumstances require this. Adjusted rates will be communicated to the client as soon as possible.*
- *Invoices must be paid within 14 calendar days of the invoice date, unless the parties have agreed otherwise in writing, or a different payment term is stated on the invoice.*
- *If the client fails to pay an invoice on time, it will be in default by operation of law and will owe statutory interest. The interest on the due and payable amount will be calculated from the moment of default until the moment of payment of the full amount due, without further notice of default.*



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### Article 5 - Provision of information to the client

- *The client will make all information relevant to the performance of the assignment available to the contractor in a timely manner.*
- *The Client guarantees the correctness, completeness and reliability of the data made available, even if these originate from third parties. The Contractor will treat the data confidentially.*
- *If the client does not make the requested information available or does not make it in time and the execution of the assignment is delayed as a result, the resulting additional costs will be borne by the client.*

### Article 6 - Special provisions regarding the implementation of the agreement

- *The Contractor will perform the agreement to the best of its knowledge and ability. It is not liable for failure to achieve the result intended by the client.*
- *The Contractor selects its suppliers very carefully. If, despite this process, an incident occurs, a suitable solution will be sought together with the client.*
- *No responsibility can be transferred to the contractor for services/products booked in the name of the customers for which the contractor is the sole supervisor.*
- *All supplier/service contracts are between the client and the supplier/service providers. The contractor will only guide them. The client is responsible for paying suppliers directly. At the request of the client, the contractor can make payments in the name of the client.*
- *In the event of a dispute between the Clients and the Suppliers, the Contractor will decide on actions to easily resolve the dispute and will do its best to obtain compensation or reimbursement from the Suppliers if applicable to the Clients.*

### Article 7 - Change and cancellation

- *In the event of unforeseen circumstances, the contractor has the option of interrupting, moving, or cancelling the work. Unforeseen circumstances include illness or circumstances that arise regarding persons or materials that are necessary for the proper performance of the agreement. The Contractor will announce a change as referred to in this paragraph as soon as possible.*
- *If during the implementation of the agreement it appears that it is necessary to change or supplement work for proper implementation, the parties will adjust the agreement in good time and in consultation.*
- *Outdoor activities may be changed to indoor activities in case of extreme weather conditions.*
- *Cancellation by the client is only possible in writing. If the event is cancelled the deposit will not be refunded. Cancellation after acceptance of the quotation and before 60 calendar days before the event results in the obligation to pay 25% of the agreed costs; cancellation before 30 calendar days results in payment of 50%; in case of cancellation before 7 calendar days, an invoice for the entire amount will be sent.*
- *If the client postpones the planned work, this is regarded as a cancellation, unless a new date is set by mutual agreement and agreement has been reached regarding any additional costs incurred.*



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### **Article 7.1 - Change and cancellation due to the Corona virus**

*This cancellation/change policy is only applied in case of impossibility to leave the borders of your country of residence or, due to the restrictive and containment measures of international institutions.*

*You can:*

- *Book another date for your event without changing the rates.*
- *Terminate the contract by written notice at least 30 days before the date of the event if the containment measures have been notified 30 days in advance by international institutions. If not, the containment measures reported by international institutions are a valid reason to terminate the contract.*

### **Article 7.2 – Cancellation by the wedding planner**

*Should the wedding planner be unable to perform certain wedding planning tasks due to illness or hospitalization of the Wedding Planner, we will do our best to find a replacement wedding planner.*

### **Article 8 - Force majeure**

- *In the event of force majeure, the contractor is entitled to interrupt, move, or cancel the work. Force majeure is, among other things, if the performance of the work is prevented, temporarily or otherwise, by circumstances that it, or the customer, cannot reasonably influence, such as illness, accidents, or fire.*
- *If a situation arises as described in the first paragraph of this article, the obligations of the contractor will be suspended if it cannot fulfil its obligations.*

### **Article 9 - Liability for damage**

- *The contractor is not liable for damage resulting from this agreement unless the damage is direct and caused intentionally or through gross negligence.*
- *The contractor is not liable for damage caused by relying on incorrect or incomplete information provided by or on behalf of the client.*
- *The client is ultimately responsible for checking the quality of the work delivered.*
- *If the contractor owes compensation for direct damage, the damage will not exceed the amount invoiced by the contractor for the relevant assignment in which the damage arose.*

### **Article 10 - Intellectual property**

- *All intellectual property rights regarding goods or information supplied by the contractor rest with the contractor.*
- *Any action contrary to the provisions of this article is considered copyright infringement.*



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### **Article 11 - Confidentiality**

- *All parties are bound to secrecy regarding all confidential information they have obtained in the context of their agreement. The client is referred to the privacy statement for more information.*
- *Contractor will use the photos of the decor and atmosphere for testimonial purposes and will be uploaded on Italy Wedding website and/or social media.*
- *The contractor will never post photos of the client without the permission of the client.*

### **Article 12 - Complaints**

- *The client is obliged to submit complaints about the services provided to the contractor in writing and with reasons within 7 calendar days after the complaint arose.*
- *The Contractor will make all reasonable efforts to provide a satisfactory and efficient service. In case of dissatisfaction, a suitable solution will always be sought. The Client declares not to spread any negative statements about the Contractor during and after this process.*