

General Conditions

Definitions

USER

The user of the general conditions being Island Weddings Ibiza. In these conditions the term user stands for Island Weddings Ibiza, trading under the name Island Weddings Ibiza, statutory established in Benidorm, Spain, registered in the trade register of the Chamber of Commerce Spain.

PRINCIPAL

The principal is the person or persons who have given the order to organize an event, or in who's name Island Weddings Ibiza will organize a wedding, engagement, anniversary or other private or business event or will reservations for this. Until an agreement has been established, the principal can also be named the 'applicant'.

SUPPLIER

As supplier we understand those who, by practicing their profession and/or delivering services and/or goods for an event organized by Island Weddings Ibiza.

AGREEMENT

The agreement for services rendered.

Article 1 – General

- 1.1. These conditions are applicable to all offers from Island Weddings Ibiza. as well as on agreements made with the principal(s) and/or supplier(s) for services and/or goods to organize and/or execute events, for as far there is no written deviation to these conditions.
- 1.2. If one or more provisions in these general conditions are declared non-valid or deleted, the other provisions in these general conditions will remain fully applicable. Island Weddings Ibiza and principal will then discuss new conditions to replace the non-valid or deleted provisions.
- 1.3. Principal will accept the aptness of these general conditions, by entering an agreement with Island Weddings Ibiza or by participating with/by or on behalf of the principal at an event organized by Island Weddings Ibiza.
- 1.4. The conditions are also applicable to all agreements with user, for which execution or services by third parties need to be included.
- 1.5. Any deviations to these general conditions are only valid when they are explicitly agreed to in writing by Island Weddings Ibiza.
- 1.6. The relevance of possible purchase or other conditions by principal or supplier will be explicitly denied if not agreed to in writing.

Article 2 –Realization and content of the agreement

- 2.1. An agreement is realized at the time when the principal accepts an offer from Island Weddings Ibiza either by word (or by telephone) or in writing (or by e-mail). The principal will receive a written confirmation of the agreement by Island Weddings Ibiza.
- 2.2. The first offer is noncommittal for both parties. No rights can be derived from any possible print or writing mistakes in the offer.
- 2.3. When Island Weddings Ibiza receives the order from the principal and has started with the execution and/ or adjustment of an offer, before an Agreement for Services has been drafted, the applicant must pay all expenses for the preparation. Costs included are, amongst others, research to obtain more information then mentioned in the offer, viewing of locations on behalf of the applicant, etc.

The total amount in the offer and/or agreement and/or invoice includes 21% VAT and other possible mandatory duties. The Dutch Government may change the VAT tariff in future. This can have consequences for the prices mentioned in any offers and agreements that were written before but are payable after the change.

The prices in the quotes mentioned include of VAT and other government levies. In The Netherlands we have three levels of VAT: 0%, 9% and 21%. Island Weddings Ibiza is obliged to charge 21% VAT for its services. In Spain we have two levels of VAT: 10% and 21%. These will be charged on in full or invoiced to the client from third parties

- 2.4. If the acceptance by principal deviates (on minor points) from the in the offer included services, Island Weddings Ibiza is not obliged to follow these deviations, unless Island Weddings Ibiza is stating differently in the written agreement.
- 2.5. A composed price estimate does not oblige Island Weddings Ibiza to accept only part of the order against a price that is in accordance with only part of the stated amount.
- 2.6. Offers do not automatically apply to any future orders.
- 2.7. Island Weddings Ibiza cannot be held responsible for the not executing the order caused by circumstances beyond the control of Island Weddings Ibiza. For example due to non-deliverance of orders by third parties, the destruction of goods or due to accidents, strikes, fire, flooding etc. This summary is not limited to these occurrences. Island Weddings Ibiza is not obliged to proof the unforeseen character of the circumstances that create the circumstances beyond her control. Island Weddings Ibiza is responsible to limit the consequences by taking any necessary measures that are within their control.
- 2.8. Costs for services and goods delivered by third parties and/or suppliers outside Island Weddings Ibiza are not included in the amounts to be paid to Island Weddings Ibiza unless this is specifically stated in the invoice(s) of Island Weddings Ibiza and agreed upon in the order confirmation. Any possible extra expenses, calculated by suppliers and/or third parties, are for the account of the

Article 3 – Execution of the agreement

- 3.1. Island Weddings Ibiza will execute the order to her best insight and capacity and in accordance with the demands of a professional wedding and/or event planner.
- 3.2. If and for as far as a good execution of the order demands, Island Weddings Ibiza has the right to have certain work done by any third party they appoint for this.
- 3.3. The principal makes sure that all information of which Island Weddings Ibiza states to be necessary, or of which the principal should understand that it is necessary for the execution of the agreement, will be delivered to Island Weddings Ibiza in time. If the necessary information is not given to Island Weddings Ibiza in time, Island Weddings Ibiza has the right to stop the execution of the agreement and/or charge the principal for any extra costs occurring because of the delay.
- 3.4. Island Weddings Ibiza is not responsible for any damages because of misinformation, of whatever nature, because Island Weddings Ibiza will assume that the information given by the principal is right and complete.
- 3.5. When Island Weddings Ibiza or third parties hired by Island Weddings Ibiza are working at a location of the principal or a location appointed by principal , the principal must bear any expenses within reason for facilities on behalf of the staff of Island Weddings Ibiza and/or third parties such as providing them with soft drinks, coffee and/or tea and meals.
- 3.6. Principal will safeguard Island Weddings Ibiza and suppliers hired by Island Weddings Ibiza for the execution of the order, for any possible claims from third parties who will undergo damages in connection with the execution of the agreement and the damages are accountable to the principal.
- 3.7. Employees, trainees and/or third parties do not have the right to take on any order on behalf of Island Weddings Ibiza as entrepreneur in any way. Orders taken by them are only valid after a written confirmation by the owner of Island Weddings Ibiza or an employee who is authorized and is introduced as such to the principal by the owner of Island Weddings Ibiza. Island Weddings Ibiza has the right to refuse orders, or deliver goods for which Island Weddings Ibiza did not give this confirmation.
- 3.8. The client indemnifies Island Weddings Ibiza or third parties commissioned by Island Weddings Ibiza work for any claims from third parties, which in connection with the execution of the agreement suffer damage and which is attributable to the client

Article 4 – Changes in the agreement

- 4.1. If, during the execution of the agreement, it becomes clear that changes in the order description are necessary to execute the order correctly, parties will adjust the agreement in a timely manner and in close consultation.
- 4.2. When parties agree to change or add to the agreement, the time of completion of the execution can be influenced. If this occurs, Island Weddings Ibiza will inform the principal as soon as possible.
- 4.3. If the change of and/or addition to the agreement has financial consequences, Island Weddings Ibiza will inform principal beforehand.
- 4.4. In deviation to 4.3. Island Weddings Ibiza will not charge any extra costs in case the change and/or addition is the cause of circumstances accountable to Island Weddings Ibiza..
- 4.5. Island Weddings Ibiza has the right to charge any price increases, dictated by law, that take place between the time of the signing of the agreement and execution of the order to the principal. Island Weddings Ibiza is obliged to inform and explain the price increase to the principal as soon as possible.
- 4.6. In case a fixed fee has been agreed upon, Island Weddings Ibiza will point out in which way the change or addition of the agreement will cause an exceeding of this fee as a consequence.

Article 5 – Terms of delivery

- 5.1. If the principal will not accept the rented or delivered products and/or services before or on the agreed time of delivery as stated in the order confirmation, the order will still be charged according to the agreement, and if necessary increased with the costs for any suffered damage and/or extra expenses suffered by Island Weddings Ibiza.
- 5.2. The request to change the date of delivery by principal, can only be honored after consultation with and written confirmation by Island Weddings Ibiza. All expenses from this change will be charged to the principal.
- 5.3. If any term is exceeded by a supplier within the period of the agreement before completion of the order, Island Weddings Ibiza is not accountable in any way for the consequences. The supplier/third party must be held accountable by the principal.

Article 6 – Payment

- 6.1. After signing the agreement, the principal must pay 10% of the agreed total amount of the order. This amount must be paid within the stated term of 14 days after the invoice date, unless principal and Island Weddings Ibiza have agreed upon another term. The principal will receive a second invoice 8 months before the date of the event for 45% of the agreed total amount. This amount must be paid to Island Weddings Ibiza within 14 days after the invoice date. 3 months before the wedding date the principal will receive a third and last invoice. After the wedding day the principal will receive based on not yet charged extra expenses due to changes in the order as agreed between principal and Island Weddings Ibiza beforehand. Any objections concerning the invoices will not adjourn the obligation to pay.

When concluding the agreement for a special marriage proposal/picnic or small event, the client receive a 100% invoice payment of the quoted amount in advance. This amount must be paid within the stipulated period of 1- 14 calendar days, unless between the client and Island Weddings Ibiza agreed otherwise.

- 6.2. The principal who does not pay in time, is legally in omission. In this case, Island Weddings Ibiza is authorized to annul the agreement, or demand full payment and fulfillment of the agreement by the principal. Island Weddings Ibiza is authorized to demand additional financial restitution for any expenses made regarding the agreement and the principal is indebted to pay an interest of 2% per month, unless the legal interest is higher in which case the legal interest rate is applicable. The interest over the collectable amount will be calculated from the moment that the principal is in omission up to the moment of payment of the full amount.
- 6.3. In case of the closing down, bankruptcy, confiscation or moratorium of the principal, debt recovery by Island Weddings Ibiza from the principal is instantly claimable.
- 6.4. If the principal is neglecting the fulfillment of one or more of his obligations, all costs to settle this neglect will be for the principal's account. If the principal does not pay the invoice(s) within the given term for payment, the principal can be fined with an immediate fine of 25% over the indebted amount. This with a minimum of 250 Euro excluding VAT and any possible legal fees.
- 6.5. The principal must pay the interest on any collection fees in case of neglecting of payment.
- 6.6. Island Weddings Ibiza has the right to claim the full amount of the order in one payment if there are any well-founded reasons to do so.
- 6.7. Island Weddings Ibiza is entitled to recharge price increases from suppliers to the principal in case the rates of wages or price of products have risen between the moment of offer and the moment of delivery.

- 6.8. Island Weddings Ibiza is entitled to increase the agreed amount on the offer when, during the execution of the work, it becomes clear that the original agreed or expected amount of work when signing the agreement, was underestimated and cannot be imputed to Island Weddings Ibiza in such way that in all fairness the principal cannot expect Island Weddings Ibiza to do the work for the original agreed amount.
- In this case Island Weddings Ibiza will inform the principal about the intention to increase the amount beforehand. Island Weddings Ibiza will also state the amount and the date of the increase. When the principal does not agree with any increase, the amount of work to be executed will be adjusted to match the agreed amount of the fee.
- 6.9. If Island Weddings Ibiza had to make higher costs, that were necessary to execute the order, they can be charged to the principal.
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Article 7 – Research, complaints and objections

- 7.1. Any objections or complaints must be made within 5 working days after the date of the event in writing and sufficiently motivated. The report must contain a detailed description of the shortcoming, so that the other party is able to give an adequate reaction. Filing an objection or complaint does not release the principal of his obligation to pay any invoices by Island Weddings Ibiza in time.
- 7.2. Island Weddings Ibiza must immediately be given the opportunity to check the complaint or objection. If, in her opinion, the complaint or objection is valid, Island Weddings Ibiza will either pay a fair compensation up to the value of the invoice of the delivered product and/or service concerning the complaint, or replace the delivered product or service.
- 7.3. When the complaint is valid, Island Weddings Ibiza will deliver the service or product as agreed after settling the complaint, unless this has become useless to do so and can be proven by the principal. This must be communicated in writing by the principal.
- 7.4. When delivering the services or products after any settlement is no longer

Article 8 – Cancellation, discontinuation and adjournment of the agreement

- 8.1. Island Weddings Ibiza has the right to refuse and/or end an agreement or changes in the agreement in case the order is conflicting with any legal or any other governmental stipulation. Island Weddings Ibiza also has the right to refuse and/or end an agreement when the content can damage de interest and/or good name of her company.
- 8.2. If the safety of guests, staff and/or contractors is not sufficiently guaranteed or with abusive use of materials made available, Island Weddings Ibiza has the right to deviate from the agreement or have the agreement annulled on the account of the abusive party.

- 8.3. If the agreement is cancelled by the principal after the contract is signed and work has started, Island Weddings Ibiza may claim compensation because of the loss in income, unless there are proven facts and circumstances that are accountable to Island Weddings Ibiza for the cancellation. In that case the principal must pay for the work that has been done so far.
- 8.4. Island Weddings Ibiza is authorized to adjourn or cancel the agreement if the principal does not (fully) follow up on the obligations from the agreement.
- 8.5. Island Weddings Ibiza is advising the principal to arrange for a wedding insurance or event insurance.
- 8.6. When the principal cancels an agreement either in full or partly, the expenses made by Island Weddings Ibiza, including the financial settlement to third parties, as a consequence of this cancellation must be paid in full by the principal. The cancellation costs amount to 10% of the total amount of the order at cancellation within 12 months of the event; 25% by cancellation within 9 months of the event; 50% by cancellation within 6 months of the event; 75% by cancellation within 3 months of the event and 100% by cancellation within 1 month or less before the event. The amount must always be at least equal to the amount that Island Weddings Ibiza must pay to any suppliers or third parties by cancellation of the order, increased with 15% administration costs.
- 8.7. When the agreement is cancelled during the execution of the order by Island Weddings Ibiza, Island Weddings Ibiza, in consultation with the principal, will take care of the transfer of work that still needs to be done to a third party, unless the decision to cancel is based on facts and circumstances that are imputed to the principal.

Article 9 – Liability

- 9.1. In case Island Weddings Ibiza is liable, this liability is limited to what is determined in this regulation.
- 9.2. In case Island Weddings Ibiza is liable for direct damage, this liability is limited to maximum that part of the order on which the liability is related. The liability is at all times limited to a maximum of the amount estimated by the insurer of Island Weddings Ibiza.
- 9.3. With direct damage is exclusively meant:
 - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - any reasonable costs incurred to compensate for the defective performance of Island Weddings Ibiza to have the agreement answered, unless these cannot be attributed to the user;
 - reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions
- 9.4. Island Weddings Ibiza is never liable for any indirect damage, under which is included loss of profit, missed savings and damage by company stagnation.
- 9.5. Island Weddings Ibiza is never responsible for damage caused by third parties or suppliers.

Article 10 – Safeguarding

- 10.1 The principal will safeguard Island Weddings Ibiza for claims by third parties in relation to rights of intellectual property on materials or information provided by the principal , that are being used for the execution of the order.
- 10.2 In case the principal delivers electronic data or software etc. to Island Weddings Ibiza for the execution of the order, the principal will guarantee that these electronic devices, data or software are free of viruses and defects.

Article 11 – Force Majeure

- 11.1 Parties are not kept to any obligation, if they are hindered as a consequence of a circumstance that is not to blame based on guilt but is due to circumstances beyond one's control.
- 11.2 Under Force Majeure we understand in these general conditions all external causes that Island Weddings Ibiza cannot have any influence on but will result in the fact that Island Weddings Ibiza can no longer fulfill their obligations, foreseen or unforeseen, as described in the law and jurisprudential.
- 11.3 Parties can decide to adjourn their obligations during the period that the force majeure occurs. If this period takes longer than two months, both sides are allowed to cancel the agreement, without any obligation to restitution of damages to the other party.
- 11.4 For as far Island Weddings Ibiza has already delivered part of the order at the time the force

Article 12 – Confidentiality

- 12.1 Both parties are obliged to keep all information they receive from each other and/or from other sources concerning their agreement confidential. Information must be treated as confidential when this has been remarked as confidential by the other party or if this is clear from the nature of the information.
- 12.2 If, on the basis of a legal provision or a court decision, the user is obliged to to also provide confidential information to third parties designated by the law or the competent court, and the user cannot invoke a right of non-disclosure recognized or permitted by law or by the competent court in this regard, then the user is not obliged to pay compensation or indemnification and the other party is not entitled to dissolve the agreement on the basis of any damage caused by this

Article 13– Disputes

- 13.1 Disputes can, with exclusion of the civil law, be settled by a (trade) commission.
- 13.2 Parties will only appeal to a judge after they have done anything in their power to solve the dispute in consultation with each other or with the intervening of a (trade) commission.

Article 14 – Applicable law

14.1 On each agreement between Island Weddings Ibiza and principal, Dutch law is applicable.

Article 15 – Change, explanation and location of the conditions

15.1 These general conditions are deposited at the office of the Chamber of Commerce in Rotterdam.

15.2 In case of explanation of the contents of these general conditions, the Dutch original version will always be determining.

15.3 The last deposited version or the version valid at the time of entering the agreement will be applicable.
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