



weddings and events

# GENERAL TERMS & CONDITIONS

## GENERAL TERMS & CONDITIONS HET MEISJE IN BLAUW

### DEFINITIONS:

**Het Meisje In Blauw:** user of these general terms and conditions, to wit Chantal Dubbeldam, acting under the name “Het Meisje In Blauw”; “Het Meisje In Blauw - Weddings & Events”, situated in Dordrecht, Saturnuslaan 20 and registered in the commercial register under Chamber of Commerce number 77361008.

**The Customer:** the other party of Het Meisje In Blauw being the natural person or legal person who has given the order to Het Meisje In Blauw to organize a wedding and / or event (both consumers and companies), or in whose name Het Meisje In Blauw has a wedding, event, anniversary, marriage proposal or organizes an engagement party and /or makes a reservation for it. Until an agreement is concluded, the Customer is also referred to as the applicant.

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

Force majeure: in addition to what is meant by force majeure in law and jurisprudence, this also includes all external causes, foreseen or not foreseen, over which Het Meisje In Blauw cannot exert influence and as a result of which Het Meisje In Blauw cannot, not in time or not able to meet her obligations without in her opinion additional efforts and / or costs.

Force majeure includes (and therefore not exclusively):

- mobilization, war, acts of war, terrorism;
- a day or days of national mourning;
- quota or other government measures;
- government decisions;
- work strike;
- natural disasters;
- illness or (short-term) incapacity for work of Het Meisje In Blauw;
- deaths within the family or circle of friends;
- epidemics or pandemics;

### Article 1 - GENERAL

- 1.1. These Agreements are applicable to all Het Meisje In Blauw'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 Het Meisje In Blauw. These general conditions shall be substituted for them.

### Article 2 – REALISATION AND CONTENT OF THE AGREEMENT AND INVOLVEMENT OF THIRD PARTIES

- 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 Het Meisje In Blauw to execute a part of the quotation for the amount stated for that part of the quotation.
- 2.4. The Agreement between Het Meisje In Blauw and the Customer is established by Het Meisje In Blauw receiving a quotation signed by the Customer.
- 2.5. In case Het Meisje In Blauw 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 Het Meisje In Blauw. 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 Het Meisje In Blauw and multiple Customers, then all Customers are jointly and severally bound to all obligations deriving from the Agreement.
- 2.7. Het Meisje In Blauw has the right to have certain activities performed by third parties (for example specialists, experts, trainers, advisers), certainly if a good execution of the agreement requires this. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.
- 2.8. If Het Meisje In Blauw engages third parties that influence the execution of the assignment, she will communicate this if necessary.

### Article 3 – CUSTOMER COOPERATION

- 3.1. The Customer must take care that all information and documents that Het Meisje In Blauw deems necessary for a correct and timely execution of the granted order are received by Het Meisje In Blauw on time and in the form and manner requested by Het Meisje In Blauw.
- 3.2. The Customer must inform Het Meisje In Blauw 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 Het Meisje In Blauw, even when these have been obtained from third parties. Het Meisje In Blauw is not liable for damages, of any nature whatsoever, because Het Meisje In Blauw has relied for the fulfilment of the Agreement on incorrect or incomplete information provided by the Customer.



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- 3.4. Unless otherwise deriving from the nature of the contract, Customer will engage the personnel considered necessary by Het Meisje In Blauw or will have them engaged for the purpose of enabling Het Meisje In Blauw 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, Het Meisje In Blauw 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 Het Meisje In Blauw 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 Het Meisje In Blauw and any third parties engaged by Het Meisje In Blauw. If the wedding or reception location is more than one hour's drive from the residence of Het Meisje In Blauw, then Het Meisje In Blauw will bill the Customer for an overnight stay in a hotel. Before booking a hotel, coordination regarding this will take place between Het Meisje In Blauw and the Customer.
- 3.8. Customer gives consent to Het Meisje In Blauw 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 Het Meisje In Blauw.
- 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 Het Meisje In Blauw will bill an amount of € 175.- including BTW (VAT) per documentation or change.

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

- 4.1. Het Meisje In Blauw is only then required to execute the Agreement after Het Meisje In Blauw has received a signed quotation and payment of the first 40% 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, Het Meisje In Blauw 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 Het Meisje In Blauw regarding this issue, as directly or indirectly employing third parties for the execution of the Agreement can have an important influence on Het Meisje In Blauw's ability to execute the Agreement correctly. That which has been determined in the previous sentence is also applicable to Het Meisje In Blauw.
- 4.6. The styling materials that Het Meisje In Blauw makes available remain the property of Het Meisje In Blauw, with the exception of (fresh) flowers. If these materials are not completely returned or are not returned undamaged to Het Meisje In Blauw, Customer must compensate the replacement value to Het Meisje In Blauw.

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

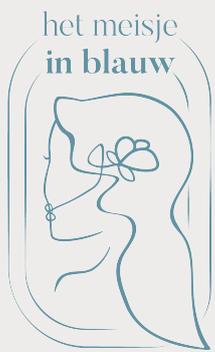
- 5.1. If, during the execution of the Agreement, it appears necessary to modify or supplement the tasks for a correct execution, both parties shall confer in a timely manner on how to modify the Agreement accordingly.
- 5.2. If the modifications and/or the supplementation of the Agreement have financial and/or qualitative consequences, Het Meisje In Blauw shall inform the Customer of this beforehand.
- 5.3. Het Meisje In Blauw 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. Het Meisje In Blauw is bound to communicate and explain these changes in price to the Customer as soon as possible.
- 5.4. Moreover, Het Meisje In Blauw 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 Het Meisje In Blauw, so that in all reasonableness it cannot be expected of Het Meisje In Blauw to fulfil the tasks for the originally agreed upon amount. Het Meisje In Blauw shall in that case inform the Customer of the intended price increase. Het Meisje In Blauw shall state the amount of the increase and the date on which it will take effect.

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

- 6.1. Het Meisje In Blauw's fees are excluding Het Meisje In Blauw's expenses and excluding expense sheets for third parties employed by Het Meisje In Blauw.
- 6.2. The transportation costs incurred by Het Meisje In Blauw 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 partially and completely organised wedding, either domestically or abroad, the agreed amount will be invoiced in three part: 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 a wedding consult the agreed amount will be fully invoiced (100%) after this has taken place.
- 7.2. If the wedding for whatever reason is postponed by the Customer to the next calendar year, then this will be done in consultation with Het Meisje In Blauw. For displacement to consecutive calendar year, an additional cost of 50% of the minimum turnover guarantee will be invoiced, plus any additional work (hours based on subsequent calculation).
- 7.3. The Customer must pay the amount within 14 days of the invoice date, unless otherwise agreed upon between the Customer and Het Meisje In Blauw.
- 7.4. 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.
- 7.5. Possible objections to the (amount of) an invoice do not suspend the payment obligation for the non-contested part of the invoice.
- 7.6. Customer who does not pay on time is in default by operation of law from the expiry of the payment term, without further notice of default being required. From that moment on, Het Meisje In Blauw will claim:
  - 7.6.1. the statutory interest (or an interest rate to be determined by yourself) from the due date until full payment.
  - 7.6.2. if the Customer is a **consumer**, the extrajudicial costs are in accordance with "the Extrajudicial Collection Costs Reimbursement Decree", as referred to in Section 6:96 (4) of the Dutch Civil Code. These costs are increased by the VAT owed thereon, depending on whether the Customer can settle the turnover tax;
  - 7.6.3. if the Customer is a **legal person**, or a natural person who acts in the course of a profession or business, the extrajudicial costs, which costs amount to 15% of the principal sum owed, with a minimum of € 200.00;



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#### **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 Het Meisje In Blauw. The notice of default must contain a description of the shortcoming in as much detail as possible, so that Het Meisje In Blauw is able to react to it adequately.
- 8.2. Het Meisje In Blauw must be able to check the submitted claim. If the claim is justified in the judgement of Het Meisje In Blauw and if doing the agreed work is no longer possible or meaningful, then Het Meisje In Blauw 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. Het Meisje In Blauw 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 Het Meisje In Blauw can damage the interests and/or good name of Het Meisje In Blauw's business or if the safety of guests, personnel and/or contracted parties is, in the judgement of Het Meisje In Blauw, is insufficiently guaranteed or upon improper use of the materials made available.
- 9.2. The Customer is at all times entitled to terminate / cancel the Agreement in writing.
- 9.3. If the Customer, being a **company**, cancels the agreement in whole or in part. Cancellation costs will be charged to the Customer. These costs are:
  - 9.3.1. in the event of cancellation within two weeks after the conclusion of the agreement, unless the assignment has already taken place within two weeks: 15% of the agreed amount;
  - 9.3.2. longer than 8 weeks prior to the event: 75% of the agreed amount;
  - 9.3.3. in case of cancellation within 3-8 weeks prior to the event: 90% of the agreed amount;
  - 9.3.4. in case of cancellation between 3 weeks or less prior to the event: 100% of the agreed amount.
- 9.4. If the Customer, being a **consumer**, cancels the agreement, the reasonable costs will be charged. These costs are:
  - 9.4.1. in the event of cancellation within two weeks after the conclusion of agreement, unless the assignment has already taken place within two weeks: 15% of the agreed amount;
  - 9.4.2. in case of cancellation longer than 8 weeks prior to the wedding: 70% of the agreed amount;
  - 9.4.3. in case of cancellation 8 weeks or less and longer than 1 week prior to the wedding: 80% of the agreed amount;
  - 9.4.4. if cancelled 1 week or less prior to the wedding: 90% of the agreed amount.
- 9.5. The costs referred to in paragraphs 3 and 4 are without prejudice to the costs incurred by third parties by Het Meisje In Blauw that can be charged on the Customer.
- 9.6. In case the Agreement is dissolved the amounts receivable are immediately claimable from the Customer. In case Het Meisje In Blauw suspends the honouring of her commitments, it retains its claims by law and through the Agreement.

#### **Article 10 - LIABILITY**

- 10.1. Het Meisje In Blauw shall fulfil her tasks to the best of her 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, Het Meisje In Blauw 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 Het Meisje In Blauw that would be avoided by acting carefully, then Het Meisje In Blauw is only liable for direct damages and up to a maximum of the agreed fee. **Het Meisje In Blauw 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 Het Meisje In Blauw's shortcomings in regard to the fulfilment of the Agreement, in case these can be attributed to Het Meisje In Blauw; - 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. Het Meisje In Blauw 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 Het Meisje In Blauw's informal tips or advice of which the content did not explicitly form a part of the written Agreement.
- 10.4. If Het Meisje In Blauw engages one or more third parties for the fulfilment of the Agreement as intended in article 4.2, then Het Meisje In Blauw 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 Het Meisje In Blauw has the authority to accept that liability limitation on behalf of the Customer.
- 10.5. Het Meisje In Blauw is not liable for the damage or destruction of documents during transportation or while being sent through the mail, regardless of whether this mailing occurs by or in the name of the Customer, Het Meisje In Blauw or third parties.

#### **Article 11 - DISCLAIMER**

- 11.1. The Customer holds Het Meisje In Blauw harmless from the amounts receivable from third parties due to damage caused by the Customer giving Het Meisje In Blauw 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 Het Meisje In Blauw, and unless any binding national or international law or regulation does not permit such a stipulation.
- 11.2. The Customer holds Het Meisje In Blauw 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 Het Meisje In Blauw 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.

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#### **Article 12 – FORCE MAJEURE**

- 12.1. Het Meisje In Blauw is not obliged to fulfill any obligation to the Customer if she is obstructed to do so as a result of a circumstance that is not due to fault and is not at her expense under the law, a legal act or current prevailing opinions.
- 12.2. The Customer shall be informed of the force majeure in writing as soon as possible by Het Meisje In Blauw, unless the Customer's address has not been made known to Het Meisje In Blauw, and cannot reasonably be obtained. In that case the Customer will be informed of the force majeure verbally as soon as possible.
- 12.3. Het Meisje In Blauw can suspend the obligations under the agreement during the period that force majeure continues. If this period lasts longer than two months, then each party has the right to dissolve the agreement, without obligation to pay compensation to the other party.
- 12.4. In case of force majeure, Het Meisje In Blauw will make reasonable efforts to provide the Customer with an alternative solution if desired.
- 12.5. To the degree that Het Meisje In Blauw has already met her obligations at the time of the force majeure or shall be able to meet her obligations, and insofar the completed or to be completed part of the Agreement has independent value, Het Meisje In Blauw 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 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 Het Meisje In Blauw is bound by law or through a competent court to disclose confidential information to a third party, and Het Meisje In Blauw cannot appeal through a right to refuse to answer questions recognised by the law or a competent court, Het Meisje In Blauw 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. Het Meisje In Blauw 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 Het Meisje In Blauw'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 Het Meisje In Blauw.

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

- 15.1. Disputes between Het Meisje In Blauw and the Customer will be submitted to a competent court in the municipality where Het Meisje In Blauw 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 Het Meisje In Blauw has appealed against him on grounds of paragraph 1.

#### **Article 16 – APPLICABLE LAW**

- 16.1. Dutch law applies to any legal relationship between Het Meisje In Blauw and Customer.