



TERMS & CONDITIONS SPARKLES & BUBBLES PRE-WEDDING PHOTO/VIDEO SHOOT SERVICE

Sparkles & Bubbles

Jonkerwaard 57

6846 EV ARNHEM

The Netherlands

Chamber of Commerce No: 67586945

1. INTERPRETATION

1.1. It is agreed that the contract is entered into between the Planner and the Client and it is further agreed that the Planner shall be the sole professional planner of the Pre-Wedding Photo/Video Shoot.

1.2. These terms constitute the whole agreement between the parties and the due performance of the contract is subject to the terms below.

2. DEFINITIONS

2.1. "Contract" as mentioned under clause 1.1. means these standard terms and conditions, together with any and all Annexures, which is to be read together as one contract and will be considered as one document, all of which will have the effect of a legal and binding agreement between the parties. Agreement shall be construed accordingly.

2.2. "Services" means the services mentioned under clause 3 up to and including clause 3.9.



3. SERVICES

Sparkles & Bubbles offers a Pre-Wedding Photo/Video Shoot service that covers all aspects of planning, organizing and coordinating the Pre-Wedding Photo/Video Shoot, based on quality and customization and organized down to the last detail.

3.1. Meeting the Client via Skype to understand their requirements and vision for their Pre-Wedding Photo/Video Shoot. Further contact regarding the progress of the planning will also take place via Skype.

3.2. Assisting the Client with travel arrangements and travel accommodation. Sparkles & Bubbles will not accept commission from any travel agencies.

3.3. Arranging a Photographer/Videographer, a Hair Stylist, a Make-Up Artist and a Florist.

3.4. Negotiating the best prices and managing contracts on the Clients behalf.

3.5. Planning the Pre-Wedding Photo/Video Shoot, the route and transportation.

3.6. Meeting the Client at the airport and arranging transportation to their accommodation.

3.7. Monitoring the Clients budget.

3.8. Designing and styling the Pre-Wedding Photo/Video Shoot.

3.9. The Planner will be present the entire day/days to oversee and coordinate the Clients Pre-Wedding Photo/Video Shoot.

3.10. In consultation with the Planner other requirements may be possible.

4. PROCEDURE

4.1. The Client will receive a contract from the Planner. The Client then sends the original contract back to the Planner, signed and within two weeks after the contract date.



4.2. All vendors/services contracts will be between the Client and the vendor/service provider. The Client is responsible for paying vendors directly unless agreed otherwise.

4.3. Sparkles & Bubbles will only negotiate prices and manage contracts on behalf of the Client and will not accept commissions from any vendors.

4.4. Communication between Planner and Client takes place via Skype and e-mail. The number of meetings needed will be included in the contract.

4.5. Presenting the script to the Client will take place four weeks before the Pre-Wedding Photo/Video Shoot date.

4.6. If the Client requires any additional services or changes in the six weeks prior to the Pre-Wedding Photo/Video Shoot, then the Planner charges the Client an hourly rate for services plus the costs incurred (see also under clause 6.4.).

5. END OF THE ASSIGNMENT

The assignment ends when:

5.1. the activities mentioned in the agreement have been completed;

5.2. the assignment is withdrawn by the client;

5.3. the assignment is cancelled by Sparkles & Bubbles.

5.4. when one of the clients is deceased.

6. PAYMENT TERMS AND (BOOKING)FEE

6.1 The cost for the Pre-Wedding Photo/Video Shoot service are 2.499,-- EURO (VAT not included) per day. The amount becomes due and payable immediately upon receipt of the signed contract. The Planners travel and accommodation cost are included.



6.2. The amount paid for the Pre-Wedding Photo/Video Shoot cannot be exchanged for other services or products. Should the date for the Pre-Wedding Photo/Video Shoot change and the Planner is not available to attend the new date, article 7.1. and 7.2. are applicable.

6.3. For additional services in addition to the listed services under clause 3 up to and including clause 3.9. there will be a charge of 110,-- EURO (VAT not included) per hour plus the costs incurred. The amount becomes due and payable immediately and is non-refundable.

6.4. For additional services and/or changes in the six weeks prior to the Pre-Wedding Photo/Video Shoot, there will be a charge of 150,-- EURO (VAT not included) per hour plus the costs incurred (see also under clause 4.6.). The amount becomes due and payable immediately and is non-refundable.

6.5. Any unexpected costs that occur on the Wedding Day itself, are for the account of the Client and be billed to the Client afterwards.

6.6. All payments made, are to be free of commission and bank charges.

6.7. Value-added TAX (VAT) is 21% (stated by law and subject to change).

7. CANCELLATION AND CHARGES

7.1. The Client may cancel the contract at any time by giving written notice to the Planner.

7.2. In case of cancellation, the following percentages of the amount paid by the Client, will be refunded by the Planner:

- * 10 weeks prior to the function: 50% of the paid amount of the Pre-Wedding Photo/Video Shoot.
- * 8 weeks prior to the function: 25% of the paid amount of the Pre-Wedding Photo/Video Shoot.
- * 6 weeks prior to the function: 0% of the paid amount of the Pre-Wedding Photo/Video Shoot.

7.3. In case of cancellation due to death or hospitalisation of (one of) the Client(s), the Client will forfeit 50% of the amount paid for the Pre-Wedding Photo/Video Shoot.



8. FORCE MAJEURE OR ACT OF GOD

8.1. The due performance of the contract is subject to alteration or cancellation by either party owing to any cause beyond their control. In such an event the Planner will not be liable to the Client and/or any further other person in respect of any loss and/or damage of whatsoever nature caused.

9. LIMITATION OF LIABILITY & INDEMNITY

9.1. In the unlikely event of the Planner being unable to attend to the Pre-Wedding Photo/Video shoot due to any cause beyond the Planners control, the Planner reserves the right to appoint another Planner to attend to the Clients Pre-Wedding Photo/Video Shoot on their behalf to undertake the Pre-Wedding Photo/Video Shoot to her best ability. If the situation should occur and a suitable replacement is not found, responsibility and liability of the Planner is limited to the return of all payments received for the services.

10. DISPLAY

10.1. The Client hereby permits and allows the Planner to display at least six images or a video recording of their Pre-Wedding Photo/Video shoot, made by the photographer or videographer who has been hired by the Client, covered by the contract and to generally promote Sparkles & Bubbles by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles and other such media, providing that the images are used lawfully and without damage to the Client.

10.2. It is specifically agreed that Sparkles & Bubbles has the right to take photos and/or video recordings of their own work created for the Clients Pre-Wedding Photo/Video shoot. Sparkles & Bubbles will not take any pictures of any persons unless with the permission of the Client.

10.3. The Planner gives permission and shall allow the Client to use any photographs/videos in which the Planner appears.



11. BREACH

11.1. The Client agrees and acknowledges that in the event of them breaching any condition contained in the contract, then the Planner shall without prejudice to any other remedies which the Planner may have in law, be entitled to summarily cancel the contract with the Client without notice to the Client.

11.2. The Client agrees and acknowledges that in the event of them breaching any condition contained in the contract, then the refundable amount becomes due and payable as mentioned under clause 7.2.

11.3. Furthermore, in the event of the Client breaching any condition contained in the contract the Client consents to the payment of all legal costs, should the Planner have to institute legal action against the Client.

12. COMPLAINTS

12.1 In case of a complaint the Client can contact Sparkles & Bubbles at info@sparkles-bubbles.com. The complaint must be submitted to Sparkles & Bubbles within four weeks after the occurrence of the event. The complaint will be processed within two weeks.

13. GOVERNING LAW

13.1. The contract and its termination shall be governed by and construed in accordance with The Netherlands:

Both the Planner and the Client agree that all legal action based on any claim arising under or out of the contract must be determined in accordance with Dutch law and filed and prosecuted in a court of competent jurisdiction located in the Netherlands and each of them hereby consents and irrevocably submits to the jurisdiction of such court in respect of all legal action or proceedings arising out of or in connection with the contract, its implementation, interpretation and/or termination.



14. GENERAL

14.1. The official language is English.

14.2. The Client must submit a copy of a valid identification to the Planner.

14.3. All personal data provided by the Client will be confidentially handled by the Planner. This information will not be provided to third parties or disclosed without permission.

14.4. Sparkles & Bubbles reserves the right to refuse a client service.

14.5. The Planners website and all parts thereof, except certain links, are property of the Planner. It is not permitted to disclose, copy or save this website or portions thereof without explicit written consent of the Planner. For personal non-commercial use, no consent is required.

14.6. The information shown on the Planners website is carefully compiled by the Planner, but accuracy and completeness cannot be guaranteed. Alterations can be applied without notice.

14.7. Generally provided information by the Planner whether or not on the internet or on request of the Client, is noncommittal and will never be deemed as an advice given by the Planner.

14.8. The Planner does not accept liability for errors and incorrect information as shown on the Planners website or a third-parties website referred to on the Planners website. Nor does the Planner accept liability for any form of damages whatsoever due to improper use of information on the Planners website.

14.9. The headings of the clauses in the contract are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of the contract nor any clause hereof.

14.10. In case of our Privacy Policy we refer to our website www.sparkles-bubbles.com.