



TERMS & CONDITIONS

Article 1: Definitions

- 1. Offer**
Quotation for the provision of Services, in any case stating the price and duration thereof.
- 2. General Terms and Conditions**
These General Terms and Conditions which are available on the Website and which will also be provided to the Client before or during the conclusion of the Agreement.
- 3. Client**
The natural (consumer) or legal person who acquires services from Making Memories.
- 4. Date**
The date on which, after confirmation, the Services will be provided.
- 5. Services**
Services provided or to be provided by Making Memories to Client, including in any case organising events, weddings, styling and all other (future) services.
- 6. Assignment**
Written order to provide Services, meaning the quotation signed for approval by client and returned to Making Memories per e-mail.
- 7. Confirmation of Assignment**
E-mail sent by Making Memories to Client containing an overview of the agreement between parties and a down payment invoice.
- 8. Agreement**
The agreement for the provision of Services between Making Memories and the Client and all further actions between Making Memories and Client regarding thereof.
- 9. Written / in Writing**
(Digital) communication by letter, e-mail, social media and other similar ways of communication.
- 10. Rate**
The amount charged by Making Memories to the Client for providing her Services.
- 11. Website**
The Website of Making Memories, www.makingmemories.nu and all derived current and future versions thereof.

Article 2: Making Memories

Making Memories wedding & event planning (hereinafter **Making Memories**), established and having her office at Hoorn, registered at the Chamber of Commerce with number 64829219.

Article 3: Applicability

- 1.** The present General Terms and Conditions apply to every Offer and any Agreement concluded and the execution thereof between Making Memories and the Client, unless parties agreed upon otherwise in writing. This also includes all acts related to the Agreement, both preparatory and executive. The General Terms and Conditions and the Confirmation of Assignment therefore form the Agreement between Making Memories and the Client.
- 2.** The General Terms and Conditions will be sent to the Client by email before or at the conclusion of the Agreement and are also stated on the Website.
- 3.** General terms and conditions of the Client, or any other conditions of third parties do not apply, unless expressly agreed otherwise in Writing between parties.
- 4.** Deviations from these General Terms and Conditions are only effective insofar as they have been in advance expressly agreed upon in Writing between Making Memories and the Client and only apply to the amended provisions in the relevant Agreement. The other provisions of the General Terms and Conditions shall remain in force.
- 5.** If any provision of these Terms and Conditions is not valid for whatever reason, the other provisions shall remain in force. The parties will negotiate the content of a new provision in such a way that the content of the original provision is *approximatief* as closely as possible.



6. Making Memories is entitled to unilaterally change these General Terms and Conditions. Changes will be announced on the Website. The amended General Terms and Conditions apply to already existing Agreements and Offers.

Article 4: Conclusion of the agreement

1. The Agreement between Making Memories and the Client is concluded upon receipt of a quotation signed for approval by Client per e-mail.
2. The Client is not entitled to transfer his rights and / or obligations under the Agreement to third parties unless Making Memories has given prior written permission.
3. If an Agreement is concluded by two or more Clients jointly, then each of them is jointly and severally liable for the fulfillment of the obligations under the Agreement.

Article 5: Assignment

Execution

1. Making Memories is entitled to:
 - a. implement what is not expressly described in the Agreement at her own technical and creative insight.
 - b. engage third parties for the execution of the Agreement. Client will be informed in writing beforehand. Also, the necessary care will be taken here. Making Memories is however not liable for any shortcomings of these third parties. The third parties also invoice directly to the Client without any intervention of Making Memories.
 - c. interim change the content of the Offer for reasons of qualitative improvement;
 - d. deviate from the Agreement if the safety of guests, staff and / or contracted parties is insufficiently guaranteed or in the event of improper use of the rental materials made available by Making Memories. In that case, Making Memories is also entitled to dissolve the Agreement at the expense of the Client, with due observance of the provisions of Article 12 of these conditions.

Location

2. For organizational reasons Making Memories is entitled to change the date and / or location in consultation with the Client.

Cooperation Client

3. The Client ensures that all the information and documents needed by Making Memories to the correct and timely execution of the assignment given, are made available to Making Memories in the form and manner as desired by Making Memories. Client will immediately inform Making Memories about facts and circumstances that may be important in connection with the correct execution of the assignment.
4. In order to enable Making Memories to perform the work as agreed upon in the Agreement, Client will deploy as many staff as considered necessary by Making Memories. If specific personnel is required, this will be agreed upon in Writing in the Confirmation of Assignment. The Client must ensure that the personnel to be deployed have the right skills and experience to perform the Services.
5. The Client bears the responsibility for errors and delays in the execution of placed Assignments in the event of requests, instructions and communications from the Client and / or third parties involved in the relevant event that have not been received, have not been received correctly or on time or are incomplete. In this context, the Client indemnifies Making Memories against any claims from third parties for damage caused by the Client providing incorrect or incomplete information. Unless Client proves that these damages are not related to acts or omissions which Client can be held accountable for, these damages are caused by intent or gross negligence of Making Memories or any mandatory (inter) national law or regulation does not allow such a provision.

Interim changes

6. If during the execution of the Assignment it appears that for a proper execution of the Agreement it is necessary to change or supplement the Services to be performed, parties will adjust the Agreement accordingly in time and in consultation. To this end, financial and / or qualitative consequences will be communicated in Writing and agreed upon



between parties. A modified invoice will be sent to the Client and will be paid in accordance with the provisions of Article 7 of these terms and conditions.

Article 6: Rates

1. The Agreement is concluded on the basis of binding and fixed Rates stated in Euros as stated in the Offer. This Offer does not yet include the costs of Making Memories and the costs of any third parties and other suppliers. Unless otherwise stated, all prices stated in the Agreement and the Offer include VAT and other government levies. If the nature of the agreed Assignment lends itself to subsequent calculation, an estimate will be mentioned on the Offer. The actual invoice based on subsequent calculation will be sent to the Client one day after the event.
2. Prices and other conditions mentioned in the Agreement or the Offer only relate to that specific Agreement and therefore do not automatically apply to a new Offer or extension of the Agreement. If an Offer consists of various parts, Making Memories is not obliged to perform part of the Services for the price stated in the Offer.
3. Making Memories reserves the right to change the Rates at any time. Changes will be sent to the Client in Writing.

Article 7: Billing and payment

1. Client will pay the fee as agreed upon in the Agreement for the Services provided by Making Memories. For this purpose, an invoice with a payment link will be sent to Client per PDF. The Client will state the e-mail address for this purpose on the Registration Form. The right to a paper invoice lapses. Depending on the nature of the Assignment, the agreed Rate will be invoiced and paid in various ways.
 - Event planning
 - a. 60% down payment will be made at time of conclusion of the Agreement
 - b. 20% 4 (four) weeks prior to the event
 - c. 20% 1 (one) day after the event
 - d. Any possible subsequent calculation one day after the event
 - Styling diensten:
 - a. 20% down payment will be done at time of conclusion of the Agreement
 - b. 80% 1 (one) week prior to the event
 - c. Any possible subsequent calculation one day after the event
2. Payments, without any discount, deduction or set-off, must be made net on the bank account of Making Memories, quoting the invoice number. Upon receipt of the down payment, Making Memories will start providing Services. Unless agreed otherwise in Writing, payment by the Client must be made within 14 (fourteen) days of the invoice date. This term is a deadline. The date indicated on the bank statements of Making Memories will be regarded as the day of payment. Default will occur immediately after this term has expired, without further notice from Making Memories being required. Making Memories is also entitled to suspend the Services to be provided or to grant the Date of the Event to another Client.
3. From the commencement of default until the date of full payment of the payable amount, Client will have to pay a surcharge due to delay. This surcharge consists of 1 / 15th (one-fifteenth) of the (Dutch) Statutory Commercial Interest per month over the payable amount, plus 4% of the total amount due. A part of a month counts as a full month. Client is also liable for the legal and other costs and expenses incurred in connection with the collection of invoice payment, whereby the collection costs are deemed to be at least 15% of the amount to be collected.
4. If payment for the delivery of Services is to be made in advance, the Client cannot assert any right to delivery before full payment of the amount due. In case the payment referred to in paragraph 1 has not been received in time, the event will not take place.
5. The fees payable by the Client can never be suspended or set off against any claim by the Client on Making Memories.
6. Incoming payments will always be used to pay judicial and extrajudicial costs and interest, and will subsequently be used to pay the oldest payment obligations outstanding, regardless of any other instructions by the Client.

Article 8: Liability



1. Making Memories is fully committed to the best of her knowledge and ability to provide the Services in the most careful manner. This will be a best efforts obligation and shall not constitute an obligation to perform or a guarantee commitment. In the event of a culpable fault, Making Memories is only liable for direct and indirect damage, including but not limited to replacement or processing costs of the Client in connection with or ensuing from the Agreement, if this damage is the result of intent or gross guilt or recklessness of Making Memories.
2. Making Memories is not liable for damage caused by information sent online by the Client. Unless otherwise regulated by law, damage or destruction of documents during transport or during dispatch by post is never the responsibility of Making Memories. Regardless of whether the transport or dispatch takes place by or on behalf of the client, Making Memories or third parties.
3. The liability of Making Memories never exceeds compensation of a maximum of the invoice value agreed between the parties for the Services supplied by Making Memories to the Client as stated in Article 6 of these General Terms and Conditions. The extent to which the Making Memories shortcoming could be attributed, determines the amount of compensation. Slight deviation cannot lead to compensation. Making Memories never covers more than the amount of damage reimbursed and paid out by its insurer under the company liability insurance.
4. Direct or indirect damage resulting from entering into, maintaining and / or handling transactions and agreements between the Client and its (third) contracting parties is never the liability of Making Memories. The Client indemnifies Making Memories against claims from such parties.
5. Damage must be reported in writing to Making Memories immediately after it arises, whereby any claim against Making Memories will expire by the mere lapse of 12 months after the claim arose.
6. Provisions in this article do not apply if the damage is caused by intent, gross negligence or recklessness on the part of the Client.
7. Making Memories advises her bridal couples to take out bridal insurance.
8. Making Memories and the Client will always try to find a solution in consultation if a situation which is not covered by this article between parties arises.

Article 9: Force Majeur

1. If Making Memories is prevented from (further) executing the Agreement by force majeure of a permanent or temporary nature, irrespective of whether the force majeure was foreseeable, Making Memories and the Client are not obliged to timely fulfill an obligation under the Agreement. In this case, Making Memories is entitled to terminate the Agreement in whole or in part without judicial intervention and without any obligation to pay compensation. Making Memories's right to payment for performance already made will remain intact. Making Memories is also entitled to suspend the (partly) execution of the Agreement.
2. Force majeure is understood to include; non-attributable shortcoming of one of the parties as well as third parties or suppliers engaged by Making Memories, pandemic, epidemic, government measures in force, illness of Making Memories, the temporary unavailability or insufficient availability of equipment or other telecommunications connections that have proved necessary for providing the Services, riot, war, as well as any other situation over which Making Memories and the Client cannot exercise decisive control.
3. The parties will inform each other of a situation of force majeure as soon as possible in writing. If possible, the parties will jointly try to find a solution.
4. If the situation of force majeure continues for more than 21 days, the Agreement will be suspended. The parties may also jointly choose to dissolve the Agreement, whereby the down payment and other costs incurred by Making Memories for the execution of the Agreement cannot be refunded, all this with reference to Article 7 of these conditions. In the event of sickness of Making Memories, Making Memories arranges a replacement, whereby the other conditions as agreed between Making Memories and the Client shall remain intact. Making Memories will proceed the execution of the Agreement.
5. Damages suffered as a result of force majeure are not at the expense and risk of Making Memories.

Article 10: Complaints

1. Complaints must be communicated in Writing to Making Memories within 8 (eight) working days after the invoice date. If no complaints have been lodged by the Client within this period, it is assumed that Making Memories has complied properly.
2. Complaints do not in any way justify suspension by the Client of a due and payable obligation.



Article 11: Intellectual Property

1. Copyrights or any other (intellectual) property rights to the format and content of the Website, the Logo of Making Memories, concepts produced, system designs, working methods, advice, (model) contracts, creations, works, proposals, e-mails, techniques, other documents and information or any other expressions of or on behalf of Making Memories remain with Making Memories.
2. Intellectual property rights to Services provided or made available to the Client under the Agreement rest with Making Memories and / or its licensors.
3. The intellectual property rights, copyrights and (sub) licenses mentioned in paragraphs 1 and 2 cannot be transferred by agreement, unless agreed otherwise In Writing.
4. Without prior Written permission of Making Memories, it is not permitted to edit, reproduce, make public, make available to third parties through any medium, any concept, material or information supplied by Making Memories to the Client. Neither in whole nor in part, whether or not for a fee. It is also not allowed to remove or change any indication of rights from information provided by Making Memories.
5. Any use of a Service which has not been agreed upon will be considered as a copyright infringement. Any violation of copyright or any other intellectual property right as described in previous provisions by the Client or a third party acting directly or indirectly in the exercise of the Agreement, will immediately result in paying a penalty to Making Memories of at least EUR 1,000.00. Client also compensates the actual damage suffered by Making Memories.
6. Client indemnifies Making Memories against all claims from any third parties which are related to the provisions of this article. Client also indemnifies Memories with regard to these claims and all damage suffered or to be suffered thereby.
7. Client grants Making Memories permission for promotional use such as, but not limited to, portfolio, blog and social media. Client may object to publication in Writing in advance.
8. Making Memories may grant permission to distribute her work. The following applies:
 - a. The name of Making Memories should be clearly stated or must be included in any publication.
 - b. When copying and publishing the work, Client shall at all times observe the personality rights of Making Memories in accordance with Article 25 Aw (Auteurswet).

Article 12: Duration and dissolution

1. The Agreement between Making Memories and the Client is entered into for the duration of the Assignment, is executed on the Date and cannot be terminated prematurely, unless agreed otherwise in Writing between Making Memories and the Client.
2. Parties are entitled to dissolve or suspend the Agreement in Writing with immediate effect, with due observance of the legal requirements, without stating reasons and notice of default, if:
 - a. one of the parties is / has been declared bankrupt or has / has filed an application for this;
 - b. one of the parties is in suspension of payment or an application has / has been submitted for this purpose;
 - c. in the event that the Client is a legal entity and one of the parties has been or will be liquidated;
 - d. the activities of either party change substantially (for example in case of a takeover);
 - e. compliance with one of the essential obligations of the Agreement is or is suspected to be in conflict with applicable laws and regulations;
 - f. one of the parties fails to fulfill the obligations under the Agreement after a reasonable period has been given to fulfill that obligation;
 - g. If a situation as referred to in Article 10 of these General Terms and Conditions arises.
3. If a situation as referred to in paragraph 2 of this article occurs or Making Memories believes that the activities requested by the Client could, in her opinion, damage the interests and / or good name of her company, Making Memories may refuse her services. Making Memories is not liable for damage caused by or is the result of the occurrence of such a situation. Making Memories is also not obliged to (re)pay the down payment or amounts already paid by the Client.
4. In the event that the Client is not creditworthy, Making Memories is entitled to dissolve the Agreement in Writing with immediate effect without stating any reason. This also applies in the situation where (a substantial part of) the Client's assets are seized.
5. Making Memories remains entitled to payable amounts under the Agreement which will have become immediately due and payable as a result of the default.

Article 13: Revocation and cancellation (Consumer Client)



1. Subject to the statutory grounds for exception, the Client, both the consumer Client and the business Client, can revoke the Agreement to provide Services within 14 (fourteen) days after agreeing the Agreement by emailing sandra@makingmemories.nu, provided these Services are delivered at least two weeks after the Agreement has been concluded. If this is not the case, Client cannot invoke the right of withdrawal. In that case, Client agrees to the direct delivery of the Service and waives his / her right of withdrawal.
2. In case of cancellation, this also includes moving the Date, during the reflection period or before the start of the delivery of the Services as agreed in the Agreement, Client owes Making Memories a cancellation fee in accordance with paragraph 3 of this article. Costs already incurred by Making Memories in the context of the performance of the Services must be reimbursed by Client. This also includes costs of any third parties engaged by Making Memories for the performance of Services agreed in the Agreement. Unless there is a death in first-line family, down payment is never eligible for a refund.
3. The cancellation fee is determined in accordance with the following schedules and percentages.

a. Events		
Weeks		Cancellation Fee
(between cancellation and Date)		(percentage of the agreed price)
0 – 1		100 %
1 – 4		90 %
4 – 6		75 %
> 6		60 %
b. Styling		
Weeks		Cancellation Fee
(between cancellation and Date)		(percentage of the agreed price)
0 – 1		100 %
1 – 4		50 %
> 4		20%

Article 14: Privacy en Cookies

1. Making Memorise processes personal data obtained in the context of the execution of the Agreement in strict confidence and in accordance with the applicable laws and regulations, in particular the GDPR. These procedures can be found in the Making Memories Privacy and Cookie Policy. Client declares to have taken note of the policy and to agree with it.
2. Making Memorise uses high-quality security techniques and encryption in order to protect personal data. In case of negative interventions beyond the influence of Making Memories, reference is made to article 9 of these General Terms and Conditions.
3. Making Memorise does not accept any liability for any damage caused by actions of the Client in violation with this article or the Privacy Policy of Client and third parties engaged by Making Memories.

Article 15: Website

1. Making Memories is at all times entitled to adjust the Website in terms of content, layout and further necessities at the discretion of Making Memories.
2. Making Memories strives to ensure that the Website functions properly and that it is permanently accessible to the Client at all times. Making Memories cannot guarantee that the Website will function without restrictions or malfunctions at all times, partly due to necessary maintenance and the dependence on the Internet website and technologies.
3. Making Memories does not accept any liability or responsibility with regard to any damage resulting from or related to the use of the Website and its content. Direct or indirect damage as a result of programming by third parties, viruses and hackers that can lead to the modification, destruction, deformation, deactivation or deactivation of software, hardware and / or data of the Client, Visitor or third parties is never the liability of Making Memories.

Article 16: Non-disclosure

1. Both parties shall maintain the confidentiality of all confidential information which they have obtained from one another or from any other other source under this Agreement. Information is considered confidential if this has been communicated between Parties or if this results from nature of the information.



2. It might occur that Making Memories, on the basis of a statutory provision or a court decision, is obliged to provide confidential information to a third party designated by law or the competent court. If that is the case and Making Memories cannot rely on any form of legal or by the competent court recognized and/or permitted right of non-disclosure, Making Memories is not obliged to pay any or total compensation. The Client is not entitled to dissolve the Agreement on the basis of damage allegedly suffered and to be suffered as a result of the situation mentioned in this paragraph.

Article 17: Governing Law

1. The Agreement between Making Memories and the Client is exclusively governed by Dutch law unless the parties have agreed otherwise in Writing in advance.
2. Disputes between Making Memories and the Client that cannot be settled amicably will be brought before the competent Noord Holland District Court.