

GENERAL TERMS AND CONDITIONS

Elsker Livet (Margreet Spruiensma)
067691382
Van Lynden van Sandenburglaan 11
Utrecht

Article 1 Definitions

In these terms and conditions, the following definitions shall apply:

'delivery':	the actual provision of the goods to be delivered to the Client.
'event':	an event such as a wedding or other similar (life) event.
'Elsker Livet':	the user of these terms and conditions.
'client':	the person who gave the assignment to Elsker Livet.
'in writing':	including by fax or email.

Article 2 Applicability of the terms and conditions

These terms and conditions apply to all legal relationships where Elsker Livet acts as service provider, supplier of goods or seller. The applicability of terms and conditions used by the Client is explicitly rejected.

Article 3 Quotations and fulfilment of agreement

1. Quotations made by Elsker Livet are without obligation. No rights can be derived from misprints, printing errors or typographical errors. Quotations are valid for 14 days from the date of the quotation, unless otherwise indicated. Prices mentioned in a quotation are exclusive of VAT, unless otherwise indicated.
2. The assignment (agreement) is established by accepting an offer or quotation from Elsker Livet.
3. Quotations and offers do not automatically apply to future assignments.

Article 4 Execution of the agreement

1. Elsker Livet organises/coordinates the event and will observe the due care of a good contractor in executing the agreement.
2. If and insofar as, in Elsker Livet's opinion, the correct execution of the agreement requires it, Elsker Livet retains the right to assign certain work to be carried out by its appointed persons, including third parties. Elsker Livet will discuss this with the client.
3. Suppliers such as a band, caterer and others, will be engaged by and at the expense of the client, unless the parties expressly agree otherwise in writing.
4. The client must ensure that all information that Elsker Livet deems necessary or which the client should reasonably understand is necessary for the execution of the agreement, is provided to Elsker Livet on time. If the information required for the execution of the agreement is not provided to Elsker Livet or not provided on time, Elsker Livet has the right to suspend the execution of the agreement and/or to charge the client for the costs resulting from the delay according to the rates agreed with the client, or in the absence of such rates, according to the standard rates.
5. Elsker Livet is not liable for damages, of any nature whatsoever, incurred because Elsker Livet relied on inaccurate and/or incomplete information provided by the client.
6. If it has been agreed that the agreement will be executed in phases, Elsker Livet may suspend the execution of those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in

- writing.
7. If Elsker Livet has started the execution and/or amendment of a quotation at the request of the client, but no agreement is reached between the parties, the client is obliged to reimburse the costs incurred by Elsker Livet.
 8. Elsker Livet is only obliged to execute the agreement, after receipt of payment of the first 40% of the agreed amount, as referred to in article 9.
 9. Elsker Livet advises the client to take out adequate insurance to cover any event.

Article 5 Execution period

1. If a time period has been agreed within the term of the agreement for the completion of certain work, this is not a fixed deadline, unless expressly agreed otherwise. Elsker Livet will not be in breach of contract until having been given notice of such breach in writing after the expiry of the aforementioned period and having been granted a reasonable period of time for compliance that has elapsed.

Article 6 Amendments to the agreement

1. If, during the execution of the agreement, it appears necessary to change or supplement the work, for the proper execution of the agreement, both parties will confer in a timely way to mutually agree to adapt the agreement accordingly.
2. If during the execution of the agreement it appears that the originally agreed time or the agreed work has been estimated incorrectly to such an extent that Elsker Livet cannot reasonably be expected to perform the work at the agreed amount, Elsker Livet is entitled to charge the client for the additional work as well.
3. If the parties agree to amend or supplement the agreement, this may affect the completion time for the execution. Elsker Livet will inform the client of this as soon as possible.

Article 7 Confidentiality

1. Both parties are obliged to keep secret all confidential information obtained from each other or from other sources in the context of the agreement. Information is considered confidential if this has been communicated by the other party or resulting from the nature of the information.

Article 8 Intellectual property

1. Without prejudice to the provisions of Article 7 (Confidentiality) of these terms and conditions, Elsker Livet reserves the rights and powers to which it is entitled under the Copyright Act.
2. All documents provided by Elsker Livet, such as reports, advice, designs, sketches, drawings, software, data carriers, etc., are exclusively intended to be used by the client in the context of the agreement and may not be reproduced, disclosed or brought to the notice of third parties without Elsker Livet's prior permission.
3. Elsker Livet also reserves the right to use the knowledge gained through the execution of the work for purposes other than the execution of the agreement, as long as no confidential information is disclosed to third parties.
4. Elsker Livet is entitled to use photos and videos of the client (including on Elsker Livet's website) for (promotional) purposes

Article 9 Cancellation, termination

1. If the client cancels or prematurely terminates all or part of an

agreement, the costs/work incurred by Elsker Livet as a result of this cancellation will be reimbursed by the client. These costs are 50% of the total sum of the assignment if cancelled up to 4 weeks before the event, 70% of the total of the assignment if cancelled 1 to 4 weeks before the event and 90% of the total of the assignment if cancelled in the last week before the event. Cancelling on the day of the event itself means a refund of the total agreed price. Article 6.2 applies to this mutatis mutandis.

2. Elsker Livet is authorised, without any right to payment or compensation, to terminate the agreement immediately if circumstances arise of such a nature that execution of the agreement is impossible or can no longer be required by standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered continuation of the agreement can no longer be reasonably expected.

Article 10 Disputes; complaint period

1. Complaints about the work performed must be reported by the client to Elsker Livet in writing, stating reasons, within 7 days of discovery but no later than 14 days after completion of the work in question.
2. If a complaint is well-founded, Elsker Livet will still perform the work as agreed, unless this has since become unnecessary for the client. The latter should be substantiated by the client. If the subsequent performance of the agreed service is no longer possible or useful, Elsker Livet will only be liable within the limits of Article 14 (Liability).

Article 11 Fees

1. Elsker Livet is entitled to pass on increases in the price (fee), regardless of whether a fixed fee has been agreed. If Elsker Livet incurs higher costs, which were reasonably necessary, these are also eligible for payment by the client.
2. The fee excludes VAT and costs of third parties engaged.

Artikel 12 Betaling

1. Payment shall be made, without right to deduction, within 14 days of the invoice date, by transferring the amount due to NL59RABO 0315595477 in the name of Elsker Livet in Utrecht. After the expiry of 14 days from the invoice date, the client shall be in default; the client shall owe statutory interest on the amount due from the moment of default.
2. In the event of liquidation, bankruptcy or suspension of payments of the client or if a debt rescheduling arrangement is declared in respect of the client, the client's obligations will be immediately due and payable.
3. When the agreement is finalised, an advance payment of 40% of the quoted amount shall be made by the client. The client will receive a second invoice for 40% of the quoted amount one month before the event. After the event, the client will receive a third invoice for the remaining 20% as well as for any (additional) costs not previously invoiced. The quotation may differ from the provisions of this article. Any objections to the amount of the invoices shall not postpone the payment obligation.
4. Elsker Livet reserves the right to request the total amount in one lump sum if there are valid reasons for doing so.

Article 13 Debt collection costs

1. If the Client fails to fulfil any of their obligations or fails to do so on time, then, in addition to the agreed price and costs, all costs incurred to obtain out-of-court payment shall be borne by the client,

This includes the costs of preparing and sending reminders, submitting a settlement proposal and requesting information. Out-of-court costs are calculated in accordance with the graduated scale for extra judicial collection cost (BIK). If Elsker Livet proves that it has incurred higher costs, these will also be eligible for payment.

2. The client shall be liable to Elsker Livet for the legal costs incurred by Elsker Livet in all instances, except where the client demonstrates that they are unreasonably high. This only applies if Elsker Livet and the client are involved in legal proceedings in relation to an agreement to which these terms and conditions apply and a final court decision is made that rules against the client in its entirety or to a significant extent.

Article 14 Liability

1. Elsker Livet shall perform its duties to the best of its ability, exercising the care that may be expected of a reasonably competent and reasonably acting professional.
2. Elsker Livet's liability is limited to the amount for which Elsker Livet is insured. If in any case the insurer does not pay out or the damage is not covered by the insurance, Elsker Livet's liability is limited to the invoice value of the event resulting in the damage, up to a total maximum of one thousand euros per event.
3. Elsker Livet is never liable for loss of profit and/or other forms of consequential damage suffered by the client.
4. Elsker Livet is never liable for damages caused by the actions of third parties, including the third parties mentioned in Articles 4.2 and 4.3.
5. The client indemnifies Elsker Livet against any claims by third parties for damages in the broadest sense.

Article 15 Force majeure

1. Force majeure refers to circumstances that prevent the fulfilment of the agreement, and which cannot be attributed to Elsker Livet.
2. Elsker Livet also has the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Elsker Livet should have fulfilled its commitment.
3. During force majeure, Elsker Livet's obligations are suspended. If the period in which fulfilment of the obligations by Elsker Livet is not possible due to force majeure lasts longer, both parties have the right to dissolve the agreement without any obligation to pay damages.
4. If Elsker Livet has already fulfilled part of its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the part already delivered or the deliverable part separately and the client is obliged to pay this invoice as if it were a separate contract.

Article 16 Dispute resolution

1. The court in the Central Netherlands (Utrecht) has exclusive jurisdiction over all disputes that may arise between Elsker Livet and the client. However, Elsker Livet shall remain entitled to sue the client before the competent court of the client's place of residence.

Article 17 Applicable law

1. Any Agreement between Elsker Livet and the Client is governed by Dutch law.

Article 18 Changes to terms and conditions

1. Elsker Livet is authorised to make changes to these terms and conditions. These changes will take effect at the announced time of entry into force.