



Terms and Conditions Vows of Joy:

DEFINITIONS:

Vows of Joy: The user of the general terms and conditions, namely Reeve Terlingen, acts under the name "Vows of Joy", located at Carrer Lope de Vega 10 Barcelona and is registered in the Commercial Register of Spain.

Client: the other party of Vows of Joy being the natural person or legal entity who has given the assignment to Vows of Joy. Until a final agreement has been concluded, the future client is the applicant within the communication.

Consumer: The client who does not act in the exercise of his business or profession.

Agreement/agreement: Any agreement between Vows of Joy and the client to provide the following services: organizing online wedding planning services, weddings, elopements, renewal of vows and events whereby Vows of Joy expressly acts as an intermediary on a fee/hourly basis.

Supplier: The person who offers goods and/or services in the exercise of his/her business for a wedding or event to be organized by Vows of Joy.

Third parties: Other natural or legal persons who are not part of this agreement

In writing: notification by e-mail, WhatsApp or post.

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 Vows of Joy cannot exert any influence and as a result of which Vows of Joy is not able to fulfil its obligations, not on time or not without additional efforts and / or costs that it considers onerous. Force majeure is also (and therefore not exclusively) understood to mean:

- Mobilization, war, molestation, terrorism, epidemics or pandemics;
- A day or days of national mourning;
- Quota or other government measures/decisions;
- Strikes or natural disasters
- Illness or (short-term) disability of Vows of Joy;
- Illness/absence of hired auxiliary persons for the work of Vows of Joy
- Deaths within the circle of family or friends



Article 1 – GENERAL

- 1.1.1 These general terms and conditions apply to every offer and all legal acts of Vows of Joy and to every agreement concluded between Vows of Joy and the client.
- 1.1.2 Unless expressly agreed otherwise and in writing, the applicability of other general terms and conditions is excluded to the extent permitted by law.
- 1.1.3 Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing between the parties. The applicability of any (general) terms and conditions used by the client is expressly rejected by Vows of Joy. These general terms and conditions replace them.
- 1.1.4 If one or more provisions in these general terms and conditions are null and void or should be annulled in court, then the remaining provisions of these general terms and conditions remain fully applicable.
- 1.1.5 If and in so far as any provision of these general terms and conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature, the relevant provision shall in any case have as much as possible similar meaning in terms of content and scope, so that it can be invoked.
- 1.1.6 The client accepts the applicability of these general terms and conditions by entering into an agreement with Vows of Joy or participating with / by or on behalf of the client and in a wedding / event / service of Vows of Joy.
- 1.1.7 These general terms and conditions also apply after the end of the agreement insofar as the law allows this.
- 1.1.8 These general terms and conditions also apply to future, additional and/or follow-up assignments/agreements with the client.

Article 2 – FORMATION, CONTENT OF THE AGREEMENT AND THE INVOLVEMENT OF THIRD PARTIES

- 2.1.1 An agreement is concluded when the client accepts an offer from Vows of Joy in writing and meets any conditions set therein. The client will receive a written confirmation from Vows of Joy of receipt of the acceptance of the offer made by it
- 2.1.2 The first quotation issued is mutually non-binding, no rights can be derived from printing, typesetting errors and errors as well as from mutilated quotations.
- 2.1.3 Unless the offer shows otherwise or has been agreed otherwise, offers have a validity period of two weeks from the date stated on the offer.
- 2.1.4 An offer consisting of several parts does not oblige Vows of Joy to make a part of the offer at the price stated for that part in the quotation.
- 2.1.5 The agreement between Vows of Joy and the client is concluded by receipt by Vows of Joy of an offer signed by the client.
- 2.1.6 If Vows of Joy has received the assignment and has started the execution and/or adjustment of an offer, but no agreement of assignment has yet been concluded between the parties, the client is obliged to reimburse the costs incurred by Vows of Joy. The costs incurred include research costs to obtain more information than is described in the quotation, costs for location viewings, interviews on location with the applicant, etc.



- 2.1.7 The prices in the aforementioned quotations/proposals exclude VAT and other government levies. The prices on the website are exclusive of VAT.
- 2.1.8 If the acceptance (on minor points) deviates from the offer included in the offer, Vows of Joy is not bound by this. The agreement will then not be concluded in accordance with this deviating acceptance, unless Vows of Joy indicates otherwise.
- 2.1.9 Offers and quotations/proposals do not automatically apply to future assignments.
- 2.1.10 Vows of Joy reserves the right not to implement a concluded agreement, for example if it has reasonable doubt or information that a client will not (be able to) meet its (financial) obligations. If Vows of Joy refuses, it will inform the client in writing of the refusal within a reasonable period of time after the conclusion of the agreement.
- 2.1.11 In the event that the agreement is concluded between Vows of Joy and several clients, all clients are jointly and severally bound for all obligations arising from the agreement.
- 2.1.12 Vows of Joy has the right to have certain activities performed by third parties (such as specialists, experts, trainers, advisors), especially if a proper execution of the agreement requires this. If Vows of Joy engages third parties, which affect the execution of the assignment, it will communicate this if necessary.

Article 3 – COOPERATION BY THE CLIENT

- 3.1.1 The client must ensure that all data and documents that Vows of Joy needs in accordance with its opinion for the correct and timely execution of the assignment granted, are made available to Vows of Joy on time and in the form and manner desired by Vows of Joy.
- 3.1.2 The client must ensure that Vows of Joy is immediately informed of facts and circumstances that may be important in connection with the correct execution of the assignment.
- 3.1.3 Unless otherwise indicated by the nature of the assignment, the client is responsible for the accuracy, completeness and reliability of the data and documents made available to Vows of Joy, even if they come from or from third parties. Vows of Joy is not liable for damage, of whatever nature, because Vows of Joy has assumed incorrect or incomplete information provided by the client in the execution of the agreement.
- 3.1.4 Unless otherwise due to the nature of the assignment, the client will deploy the personnel support deemed necessary by Vows of Joy or have it deployed to enable Vows of Joy to perform the work. If specific personnel support is necessary, this will be agreed and recorded in the agreement or confirmed separately between the parties. The client must ensure that the staff support has the right skills and experience to be able to perform the work. Vows of Joy only has an advisory support function
- 3.1.5 The additional costs and additional fees resulting from the delay in the execution of the assignment, arising from the non-provision of the requested data,



documents, facilities and/or personnel resulting from the delay in the execution of the assignment, are at the expense of the client. In addition, Vows of Joy has the right to suspend the execution of the Agreement in such cases.

- 3.1.6 If the client insists on the deployment of extra (personnel) support for the execution of the agreement, this must be announced in writing to Vows of Joy at least 3 weeks before the deployment must take place. This extra bet will be charged on the basis of the agreed hourly rate excluding travel and accommodation costs.
- 3.1.7 On the day of the wedding, the client must provide a healthy meal(s) for Vows of Joy and any third parties engaged by it. Vows of Joy will, unless otherwise agreed in writing, charge the client for the costs of a hotel stay (for the duration of the wedding + one night before and one night after). Before booking a hotel, there will be coordination between Vows of Joy and the client about this.
- 3.1.8 If the client contracts suppliers itself, all agreements with all these suppliers must be recorded in writing no later than 2 weeks prior to the wedding. If that does not turn out to be the case or if major changes take place, Vows of Joy will charge an amount of € 80 per hour per commitment or change.

Article 4 – EXECUTION OF THE AGREEMENT

- 4.1.1 If and in so far as proper execution of the agreement requires this or this is otherwise necessary and/or desirable in the opinion of Vows of Joy, Vows of Joy has the right to have certain activities carried out by third parties
- 4.1.2 Vows of Joy is only obliged to execute the agreement after receipt by Vows of Joy of the quotation signed by the client and payment of the first 40% of the agreed amount as referred to in Article 7.1.
- 4.1.3 Vows of Joy is not liable for damage, of whatever nature, because Vows of Joy has assumed incorrect and / or incomplete information provided by the client.
- 4.1.4 If work is carried out by Vows of Joy or third parties engaged by Vows of Joy in the context of an agreement at the client's location or a location designated by the client, the client must bear the costs related to the facilities reasonably desired by those employees.
- 4.1.5 If the client wishes to involve third parties in the execution of the assignment, it will only do so after having reached agreement with Vows of Joy, since the direct or indirect involvement of a third party in the execution of the assignment can have an important influence
- 4.1.6 The client indemnifies Vows of Joy or third parties engaged by Vows of Joy against any claims from third parties who suffer damage in connection with the execution of the agreement.
- 4.1.7 If and insofar as this requires a proper execution of the agreement, Vows of Joy has the right to call in the help of third parties for the execution of the agreement as far as agreed by the client.



Article 5 – MODIFICATION OF THE AGREEMENT

- 5.1.1 If during the execution of the assignment it appears that it is necessary for proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in consultation.
- 5.1.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. Vows of Joy will inform the client of this as soon as possible.
- 5.1.3 Vows of Joy reserves the right to pass on legally imposed price increases that occur between the order confirmation and its execution to the client. Vows of Joy is **obliged to communicate and explain** these price changes to the client as soon as possible.
- 5.1.4 In addition, Vows of Joy may increase the agreed amount if, during the execution of the work, it appears that the amount of work originally agreed or expected was insufficiently estimated to such an extent at the conclusion of the agreement, and this is not attributable to Vows of Joy, that Vows of Joy cannot reasonably be expected to perform the agreed work at the originally agreed amount. If this point would be reached clients have the right to plan and execute the rest of the wedding in their own control. Of course, Vows of Joy will hand-over all information and details which are acquired. Or in that case, Vows of Joy will inform the client of the intention to increase the amount of hours and ask permission. Vows of Joy will state the extent of and the date on which the increase will take effect.

Article 6- DELIVERY TERMS

- 6.1.1 If the client does not receive the rented or delivered products and/or services before or at the agreed time of delivery, the order/agreement will still be charged in accordance with the agreement concluded between the parties, possibly increased by the costs for damage suffered and/or additional expenses suffered by Vows of Joy.
- 6.1.2 Failure to deliver information and other documents on time or not in the correct form that the client knows or understands may affect delivery times or costs is at the expense and risk of the client
- 6.1.3 The request by the client to change the delivery dates can only be made in mutual consultation and after written confirmation from Vows of Joy. All costs resulting from this change will be borne by the client.
- 6.1.4 The client in that context, Vows of Joy is entitled to charge the client for the extra costs that are (possibly) involved



Article 7 – FEES

- 7.1.1 Vows of Joy reserves the right to apply an inflation adjustment once a year to the rates it applies.
- 7.1.2 Vows of Joy's fee is exclusive of Vows of Joy's expenses and excludes claims from third parties engaged by Vows of Joy.
- 7.1.3 The transport costs incurred by Vows of Joy for the execution of the agreement will be charged on the basis of subsequent calculation on the final invoice, including costs for any airline tickets, accommodation and facilities and will be previously be agreed between parties.
- 7.1.4 Discounts and quoted amounts do not automatically apply to future agreements.

Article 8 – PAYMENT

- 8.1.1 The agreed amount will be invoiced in different ways depending on the nature of the assignment. When organizing a wedding, both at home and abroad, the agreed amount is invoiced in three parts: 40% at the conclusion of the agreement, 40% halfway through the planning of the wedding and 20% two weeks before the wedding. With one of the online wedding support packages, the amount is invoiced in full (100%) after it has taken place.
- 8.1.2 After the wedding/event, the client may receive a final invoice based on subsequent calculation, for the costs not previously invoiced and any credit or debit caused by changes in the order confirmation. Any objections to the amount of the invoices do not suspend the payment obligation here. The client will have full transparency in any costs Vows of Joy had to make and will ask permission before executing costs.
- 8.1.3 The client has the obligation to report inaccuracies in provided or stated payment details to Vows of Joy without delay.
- 8.1.4 If for any reason the wedding is moved by the client to the next calendar year, this will be done in consultation with Vows of Joy. With regard to this relocation, this is possible up to 3 (three) months prior to the wedding or event, and on the understanding that this is only possible based on availability. For a move to the following calendar year, an additional cost of 50% of the total amount will be charged to the client, plus the other costs that have arisen as a result of the relocation (such as additional work: hours based on subsequent calculation, additional costs of the location, of suppliers, hours already worked, etc.).
- 8.1.5 Payment by the client must take place within 14 days of the invoice date, unless otherwise agreed in writing between the client and Vows of Joy.
- 8.1.6 The client who does not pay on time is in default by operation of law, without a further notice of default being required. In that case, Vows of Joy is entitled to dissolve the Agreement or to demand full performance. Vows of Joy is also entitled to claim additional compensation for all costs already incurred, hours worked and investments made in connection with the agreement. In any case, the client owes a delay interest of 1.5% per month, unless the statutory (commercial) interest is higher, in which case the statutory (commercial) interest applies. The interest on



the amount due and payable will be calculated from the moment the client is in default until the moment of payment of the full amount.

- 8.1.7 If the client fails to fulfil one or more of its obligations, fails to fulfil them on time or improperly, is declared bankrupt, applies for (provisional) suspension of payments and/or postponement of payment, proceeds to liquidate its company, as well as if its assets are seized in whole or in part, Vows of Joy has the right to suspend the execution of the agreement or to cancel the Agreement by operation of law and without prior notice of default terminate and/or dissolve in whole or in part, at its discretion and always with the retention of any right to compensation for costs, damage and interest. The client must inform Vows of Joy immediately.
- 8.1.8 Vows of Joy has the right to have the payments made by the client first deducted from all costs due, then deducted from the interest that has fallen open and finally deducted from the principal and the current interest. Vows of Joy may, without being in default, refuse an offer for payment if the client designates a different order of the allocation. Vows of Joy may refuse full repayment of the principal if the outstanding and accrued interest as well as the costs are not also paid.
- 8.1.9 If the client is in default and/or in default of fulfilling one or more of its obligations, all costs for obtaining payment out of court will be borne by the client. If the client fails to pay a sum of money on time, he will forfeit an immediately due and payable penalty of 10% on the amount still due. This with a minimum of 250 euros and without prejudice to VAT and without prejudice to any litigation, interest and enforcement costs.
- 8.1.10 The client also owes interest on the (extrajudicial) collection costs incurred.

Article 9 – INVESTIGATION AND COMPLAINTS

- 9.1.1 Complaints must be submitted to Vows of Joy in writing and sufficiently motivated within 1 week after discovery and at the latest within 4 weeks after the day of the wedding. The notice of default must contain as detailed a description of the shortcoming as possible, so that Vows of Joy is able to respond adequately.
- 9.1.2 Vows of Joy must be able to check the submitted advertisement. If, in its opinion, the complaint is correct and if the performance of the agreed work is no longer possible or useful, Vows of Joy will only be liable within the limits of article 11.
- 9.1.3 Timely complaints do not release the client from its (payment) obligations under the agreement.



Article 10 – DISSOLUTION, TERMINATION AND SUSPENSION OF THE AGREEMENT

- 10.1.1 Vows of Joy has the right at all times to refuse and/or terminate an agreement, or changes there to, in case the assignment/agreement is in conflict with any legal or other provision given by the government. Vows of Joy also has the right to terminate/refuse an Agreement if, in its opinion, the content may damage the interests and/or good name of its company.
- 10.1.2 If the agreement is dissolved, Vows of Joy's claims against the client are immediately due and payable. If Vows of Joy suspends the fulfillment of the obligations, it retains its claims under the law and agreement. Vows of Joy always reserves the right to claim compensation
- 10.1.3 The client has the right to terminate/cancel the assignment Agreement in writing at any time, taking into account these general provisions and therefore costs.
- 10.1.4 If the client cancels the agreement in whole or in part, cancellation costs will be charged to the client. These costs are:
- 10.1.5 The cancellation costs amount to 50% of the total sum of the agreement in case of cancellation up to 6 (six) months before the delivery/date of the event, or 75% of the sum of the agreement in case of termination between 6 (six) and 3 (three) months before the delivery/date of the event, or 100% of the sum of the agreement in case of cancellation from 3 (three) months prior to delivery/the date of the event, whereby the amount is always at least equal to the actual cancellation costs that Vows of Joy will have to pay to third parties in the event of cancellation of the agreement / assignment, plus 15% administration costs over the sum of the total agreement.
- 10.1.6 The client is obliged to take out wedding insurance of which the client provides proof to Vows of Joy, unless the parties expressly agree otherwise in writing. This is to cover any risk for force majeure or postponement and/or cancellation of the agreement due to a death, illness, epidemic and/or otherwise. Otherwise, the bride and groom will always remain liable and the cancellation conditions will apply.

Article 11 – LIABILITY

- 11.1.1 The total liability of Vows of Joy is limited to compensation for damage up to a maximum of the amount of the fee stipulated for that agreement (excluding VAT).
- 11.1.2 If the agreement is a continuing performance agreement with a term of more than 6 (six) months, the fee stipulated for that agreement will be set at the total of fees (excluding VAT) of the past 6 (six) months prior to the damaging event.
- 11.1.3 Direct damage is exclusively understood to mean: – the reasonable costs for determining 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 determine Vows of Joy's shortcoming in the performance of the agreement, if these can be attributed to Vows of Joy; – 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.

- 11.1.4 Vows of Joy is not liable for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business interruption, costs resulting from an order for legal costs, interest and/or delay damage, damage as a result of providing defective cooperation and/or information from the client, and/or damage due to Vows of Joy given non-binding information or advice, the content of which does not expressly form part of the written agreement.
- 11.1.5 If Vows of Joy engages one or more third parties in the execution of the agreement. Vows of Joy is never liable for any errors made by these third party(s). If a third party has limited his or her liability, Vows of Joy has the authority to accept this limitation of liability also on behalf of the client.
- 11.1.6 Vows of Joy is not liable for damage or destruction of documents during transport or during shipment by post, regardless of whether the transport or shipment is made by or on behalf of the client, Vows of Joy or third parties.
- 11.1.7 The client indemnifies Vows of Joy against any claims from third parties who suffer damage in connection with the execution of the agreement.
- 11.1.8 A condition for the creation of any right to compensation is always that the client reports the **damage to** Vows of Joy in writing as soon as possible after its occurrence. Any claim for compensation against Vows of Joy lapses by the mere lapse of 12 (twelve) months after the claim arose
- 11.1.9 Vows of Joy is not liable for damage caused by auxiliary persons. Vows of Joy also excludes any liability, which arises from and rejects possible claims for damages, both direct and indirect, arising from circumstances attributable to the participant or visitor of a wedding/event, such as inadequate health or condition, inadequate personal equipment, incorrect or inaction, overestimation of one's own abilities, drunkenness or ignoring instructions and/or directions.

Article 11 – LIABILITY PART 2

- 11.2 Acts and influences of third parties directly involved in the execution of the wedding/event.
- 11.3 Acts and influences of third parties not directly involved in the execution of the wedding/event.
- 11.4 Circumstances that are not due to the fault of Vows of Joy and that cannot reasonably be attributed to Vows of Joy or the standards applicable in society.
- 11.5 Theft, destruction, loss or damage of goods and/or loss of goods and persons during a wedding or other event, on location or in the nautical area. This includes theft of or damage to goods and other items of Suppliers, both during and before or after the event or wedding. Vows of Joy is never responsible for this, unless there is intent or deliberate recklessness on the part of Vows of Joy.
- 11.6 Circumstances attributable to third parties, suppliers of goods and/or services, or goods and/or services in themselves provided by third parties during the performance of a wedding.



- 11.7 Damage to goods and/or services before, during or after a wedding is at the expense and risk of the supplier concerned, for this damage Vows of Joy can never be held liable.

Article 12 – INDEMNIFICATION

- 12.1.1 The client indemnifies Vows of Joy against claims from third parties for damage caused by the client providing Vows of Joy with incorrect or incomplete information, unless the client demonstrates that the damage is not related to acts or omissions attributable to the client or caused by intent or gross negligence on the part of Vows of Joy and unless any mandatory (inter)national law or regulation does not allow such a provision.
- 12.1.2 The client indemnifies Vows of Joy against claims by third parties with regard to intellectual property rights to materials or data provided by the client, which are used in the execution of the agreement.
- 12.1.3 The client indemnifies Vows of Joy against claims from third parties as referred to in section 11 and against claims from third parties as referred to in Article 4.1.4 and 4.1.5.
- 12.1.4 If the client provides Vows of Joy with information carriers, electronic files or software, etc., the client guarantees that the information carriers, electronic files or software are free of viruses and defects.

Article 13 – FORCE MAJEURE

- 13.1.1 Vows of Joy is not obliged to fulfil any obligation towards the client if it is prevented from doing so as a result of a circumstance that is not due to fault, and is not at its expense under the law, a legal act or generally accepted views.
- 13.1.2 Vows of Joy may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each party has the right to dissolve the agreement, without obligation to compensate the other party for damage.

Article 14: OUTSOURCING OF THIRD PARTIES

- 14.1.1 The client agrees to transfer by Vows of Joy to the third party(s) all rights and obligations arising from the Agreement(s) concluded by Vows of Joy with the Cclient.
- 14.1.2 Products and/or services that cannot be provided by Vows of Joy itself are delivered via (sub)suppliers. The costs involved in the engagement of these (sub)suppliers are for the client.
- 14.1.3 Vows of Joy is not held responsible for the actions and/or actions of its suppliers and can never be held accountable for this.
- 14.1.4 If Vows of Joy acts as an intermediary (or booking office) and only performs the administrative actions regarding the assignment, Vows of Joy can never be held liable for actions, changes or other matters that take place during the execution of the assignment, as referred to in the agreement.



- 14.1.5 Should disputes arise between the client and the supplier, Vows of Joy will try to mediate between them, but Vows of Joy can never be held liable for any damage, shortcomings, deviation in its product, non-delivery of services or products, costs and/or interest and about the result achieved in this possible dispute, this remains a matter between the client and the supplier.

Article 15 – CONFIDENTIALITY

- 15.1.1 Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources within the framework of the Agreement. Information is considered confidential if it has been communicated by the other party or if this results from the nature of the information.
- 15.1.2 If, on the basis of a legal provision or a court decision, Vows of Joy is obliged to provide confidential information to a third party designated by law or the competent court, and Vows of Joy cannot rely on a legal or by the competent court recognized or permitted privilege in this regard, Vows of Joy is not obliged to pay compensation or compensation and the client is not entitled to dissolve the agreement on the basis of damage allegedly suffered and to be suffered as a result.

Article 16 – INTELLECTUAL PROPERTY

- 16.1.1 Vows of Joy reserves all intellectual property rights with regard to products of the spirit that it uses and/or has used and/or developed and/or developed in the context of the execution of the agreement, and in respect of which it has or can assert the copyrights or other intellectual property rights.
- 16.1.2 The documents provided by Vows of Joy to the client are exclusively intended to be used by the client. The client is not permitted to publish and/or reproduce obtained information in any form whatsoever. This includes editing, selling, making available, distributing and - whether or not after processing - integrating into networks, except that such publication and/or reproduction is permitted in writing by Vows of Joy and/or such publication and/or reproduction results from the nature of the agreement with Vows of Joy
- 16.1.3 If the client acts in violation of this provision, then, regardless of whether the violation can be attributed to the client and without prior notice of default or legal proceedings is required, it is an immediately due and payable fine.
- 16.1.4 The client indemnifies Vows of Joy against claims by third parties regarding intellectual property rights.
- 16.1.5 In addition to the previous paragraph, the client is liable for portrait rights of third parties (being visitors or participants in the wedding or event). The client therefore indemnifies Vows of Joy against possible infringements in this regard.



Article 17 – DISPUTES

17.1.1 Disputes between Vows of Joy and the client will be submitted to the competent courts.

Article 18 – APPLICABLE LAW

18.1.1 Spanish law applies to every legal relationship between Vows of Joy and the client.

Article 19 - EXCLUSIVITY

19.1.1 For the duration of the Agreement, the client grants Vows of Joy the exclusive right to execute the assigned Assignment/Agreement.

Article 20- ADMENDMENTS

20.1.1 Any changes or additions to the terms and conditions can only be valid with the written acceptance of both parties.