



## GENERAL TERMS AND CONDITIONS

### **BK Dream Weddings B.V.**

Curacao

Email: [info@bankasa.com](mailto:info@bankasa.com)

Website: [www.bankasa.com](http://www.bankasa.com)

Chamber of Commerce Curacao: 142176

### **Definitions:**

#### **User:**

The user of the terms and conditions: BK Dream Weddings B.V. In these terms Ban Kasa Dream Weddings is a reference to: BK Dream Weddings B.V., acting under the name: Ban Kasa Dream Weddings, statutory based in Curacao, registered at the Curacao Chamber of Commerce under number: 142176.

#### **Client:**

The client is regarded as the one who has commissioned a wedding or in whose name Ban Kasa Dream Weddings organizes or makes a reservation for a wedding, engagement, anniversary or other event. Until an agreement has been reached, the client is also referred to as the applicant.

#### **Supplier:**

The supplier is understood to be the one who professionally provides / supplies, goods and / or services to a wedding, engagement, anniversary or other event, organized by Ban Kasa Dream Weddings.

#### **Agreement:**

The Service Agreement between Client and User.

## **Article 1 - General**

1.1. These terms and conditions apply to all offers and quotes of User as well as to agreements concluded with Client (s) and/or Suppliers of services and/or goods for the purpose of organizing and/or executing weddings by User, at the request of the Client, in the broadest sense of the word, insofar as these terms have not been amended by written mutual consent.

1.2. If one or more provisions in these terms and conditions are void or revoked, the remaining provisions of these terms and conditions will remain fully applicable. The User and the Client will then consult with a view to agree on new provisions to replace the null or void provisions, whereby, if and as far as possible, the goal and purpose of the original provision is respected.

1.3. All assignments are only accepted and executed by the User as such, even if it is the explicit or tacit intention of a Client that the assignment is executed by a particular person. The applicability of Articles 7: 404 BW (execution by certain person), article 7: 407 paragraph 2 (civil liability) and 7: 409 BW (death of certain person) is hereby explicitly excluded.

1.4. The applicability of any purchase terms or other terms of the Client or Supplier is expressly rejected.

## **Article 2 - Establishment and content Agreement**

2.1. An agreement is reached when the Client accepts the User's offer by means of a written signing. The Client receives a confirmation of the agreement in writing or by e-mail from the User.

2.2. The first issued quotation is mutually non-binding, no rights can be derived from print errors, misspellings and notifications, as well as mutilated quotations.

2.3. If the Client has commissioned User to implement and/or modify a quotation, the applicant is required to pay all costs for preparation. This includes, among other things, written research costs for obtaining more information than which is described in the quotation, location inspection fees, visits at the client's location etc.

2.4. The prices in the quotations are exclusive of Sales Tax ("OB") and other government fees. If government taxes and charges change between the time of the quotation and the execution of the wedding, engagement, anniversary or other event, the Client is at all times responsible for the payment of the actual paid, higher taxes and charges from the government.

2.5. A compiled quotation does not oblige User to perform a single portion of the assignment against a corresponding price specified in the quotation. The specified prices are valid upon agreement of the complete assignment.

2.6. Offers and quotations are not automatically valid for future orders outside the scope of the Client's assignment.

### **Article 3 - Implementation of the Agreement**

3.1. User will perform the Agreement to the best insight and ability and in accordance with the requirements of a good wedding planner. All this is based on the state of the science currently known.

3.2. If and to the extent that a proper execution of the Agreement so requires, User has the right to have certain work performed by third parties.

3.3. The Client ensures that all information, of which User indicates that they are necessary, or of which Client should understand that they are necessary for the performance of the Agreement, shall be provided to the User in good time. If the information required for the execution of the Agreement has not been provided to User in good time, User has the right to suspend the execution of the agreement and/or to charge the Client the additional costs resulting from the delay in accordance with the usual rates.

3.4. User is not liable for any damage whatsoever because User has received incorrect and/or incomplete information provided by the Client.

3.5. If, in the context of the Agreement, any third party third-party or third-party user is employed at the Client's location or a Client designated location, the Client shall bear the costs associated with the facilities reasonably requested by the User.

3.6. Client indemnifies User or third parties, for any third party claims that are liable to be incurred in connection with the execution of the Agreement and which is attributable to the Client. The Client shall also be held liable for all damages caused by the Client's guests in any form whatsoever.

3.7. Employees, trainees and/or third parties do not have the right to commit the User as a contractual party in any way. Assignments committed by them are valid only after written confirmation by the User or an employee who is authorized to do so in writing and confirmed to the Client by User. User reserves the right to refuse assignments or to not deliver goods for which the correct formal confirmation has not been given.

### **Article 4 - Modification of the Agreement**

4.1. If during the execution of the Agreement it appears that it is necessary for proper execution to amend or supplement the work to be performed, the Parties will amend the Agreement accordingly, upon mutual agreement in writing.

4.2. If parties agree that the Agreement is being amended or supplemented, the time of completion of the execution may be affected. User will inform the Client as soon as possible regarding such circumstances.

4.3. If the change of and/or the addition to the Agreement will have financial and/or qualitative consequences, User will inform the Client in advance.

4.4. By way of derogation from clause 4.3 User will not be charge any additional costs to Client if the change and/or addition is due to circumstances that may be attributed to User.

4.5. If a fixed fee has been agreed upon, User will indicate to what extent the amendment or addition of the Agreement results in an overrun of this fee. An amendment of the Agreement will also be regarded, in the event that the Client receives more than 5 quotes from User due to repeated changes to the Client's wishes.

#### **Article 5 - Delivery Terms**

5.1. If the Client does not accept the leased or delivered products and/or services before or on the agreed delivery date, the services and/or goods will still be charged according to the Agreement, including the cost of possible damages and/or additional expenses incurred by User.

5.2. The request by the Client to change the delivery dates can only be executed by mutual agreement and after written confirmation from the User. All costs resulting from this change shall be borne by the Client.

5.3. If, within the term of the Agreement for completion of certain activities, a supplier has exceeded the time limit, then the User shall in no event be liable for any consequences whatsoever.

#### **Article 6 - Payment**

6.1. Upon signing of the Agreement, the Client agrees to execute an advance payment. This amount must be paid within the payment term of 7 days from the invoice date. The remaining balance of the invoice must be paid no later than 8 weeks before the wedding date. After the wedding, the Client may receive a final bill based on recalculation, for previously invoiced costs and any credit or debit arising from changes made to the Agreement. This payment must be paid in cash. Any objections to the amount of invoices do not suspend the payment obligation. After full payment of invoices to User, User will present the wedding book and other relevant pieces to the Client.

6.2. The client who has not paid in due time is in default without any further notice of default. In that case, the User is entitled to dissolve the Agreement or to claim full compliance. User is entitled to claim additional damages for all costs incurred under the Agreement, including any collection charges, and the Client shall then pay an interest rate of 2% per month, unless the legal interest is higher in which case the legal interest rate applies. The interest on the claimable amount will be calculated from the moment that the Client is in default until the full amount of payment is met.

6.3. In case of liquidation, bankruptcy, seizure or suspension of payment by the Client, the claims of User on the Client are immediately due.

6.4. User has the right to set off the payments made by the Client in the following way, primarily by deducting the costs, then deducting the interest due and, finally, deducting principal and current interest.

6.5. If the Client fails to fulfill one or more of his obligations, all costs for obtaining compensation out of court will be paid by the Client. If the Client fails in the timely fulfillment payment of a sum of money, he will forfeit a 25% penalty on the outstanding amount, due immediately. This with a minimum of the advance payment agreed in article 6.1 and without prejudice to any processing and execution costs.

6.6. Bank charges for transfers from Client to User will be borne by the Client. Currency risk between the time of assignment and the time of payment is for the risk of the Client. Furthermore, User is entitled to calculate price increases regarding supplies by contractor if, between the time of assignment and delivery, the tariffs for, for example, wages and products have risen, other than by way of public means.

6.7. If, on the day of the wedding or during the execution of the wedding, the agreed program cannot be executed due to changing weather conditions, the User will, in consultation with the Client, amend the program. Any additional costs incurred by that amendment shall be entirely borne by the Client. At the first request of the User, the Client will designate a person who is authorized to consult with the User regarding the aforementioned required amendments and is authorized to agree on the necessary amendments.

6.8. In addition, User may increase the agreed price on the assignment if during the execution of the work it appears that the initially agreed or expected amount of work was insufficiently estimated at the conclusion of the agreement, and that it is not attributable to User, that User may not reasonably be expected to execute the agreed work at the original agreed price. In that case, the User will inform the client of the intention to increase the amount. User will indicate the amount and date of the increase.

#### **Article 7 - Investigations, complaints and financial reclaims**

7.1. Financial reclaims must be submitted in writing within five working days after the date of the event, to the User in writing and sufficiently motivated. The complaint must contain as detailed a description of the shortcoming as possible so that User is able to respond adequately. The submission of a financial reclaim does not relieve the Client of his obligation to comply with the invoices submitted by the User in good time.

7.2. User must immediately be able to check submitted complaints. If, in its opinion, the complaint is correct, it will either pay a fair compensation to the maximum of the invoice value of the delivered products and/or services, or replace the delivered products and/or services free of charge after returning them to their original state.

7.3. If a complaint is acknowledged, User will still execute the work as agreed upon, unless it has become of no value for the Client. The Client must be notified in writing on the latter.

7.4. If the remaining work to be executed according to the agreement is not possible or meaningful, the User will only be liable within the limits of Article 9: Liability.

#### **Article 8 – Termination and Suspension of the Agreement**

8.1. User shall at all times have the right to refuse and/or terminate the Agreement, or any changes thereto, in the event that the assignment is in violation of any statutory or other governmental provision. User also has the right to terminate/refuse an Agreement if, in its opinion, the content may harm the interests and/or reputation of its company.

8.2. If the safety of guests, staff and/or contractors is insufficiently guaranteed or in case of improper use of the available materials, User may, at his discretion, deviate from the Agreement already concluded or at the expense of the negligent party dissolve the Agreement in part or in full.

8.3. If the Agreement is terminated by the Client pre-maturely, User shall be entitled to compensation because of the actual and motivated costs, loss of sales and loss of profits, unless there are facts and circumstances underlying the termination that are fully attributable to User.

8.4. If the Agreement is terminated, the claims of User on the Client are immediately due.

8.5. User recommends that the Client closes a wedding insurance policy.

8.6. If the Client terminates the Agreement in full or in part, then the costs incurred by the User, including the fees to third parties, will be reimbursed by the Client as a result of this cancellation. The cancellation fee is equal to the advance payment in article 6.1 of the Agreement upon cancellation up to 8 weeks before delivery. The cancellation fee amounts to 90% of the total sum at notice 2 to 8 weeks before delivery. The cancellation fee amounts to 100% of the total sum of the Agreement at any notice later than 2 weeks before delivery.

8.7. If the Agreement is terminated by User pre-maturely, User will, in consultation with the Client, arrange for the transfer of work to a third party under the condition precedent of payment of all costs incurred by User by Client.

8.8. User is authorized to suspend the compliance of obligations or to dissolve the Agreement if:

- Client is in non-compliance with the obligations of the Agreement;
- After the signing of the Agreement, circumstances give substantial reason to fear that the Client will not comply with the obligations. In the event that there is substantial reason to fear that the Client will only comply partially or not properly, the suspension is allowed only in so far as the defect justifies it;
- Client is requested upon signing of the Agreement to provide security for the fulfillment of his obligations under the Agreement, and this security is absent or insufficient.

8.9. Furthermore, User is empowered to terminate the Agreement if circumstances arise which are such that compliance with the Agreement is impossible for reasons of reasonableness and fairness, or if circumstances arise of such nature that unchanged continuation of the Agreement cannot reasonably be expected.

8.10. User always reserves the right to claim damages.

## **Article 9 - Liability**

9.1. If User should be liable, then this liability is limited to what is governed by this provision.

9.2. If User is liable for direct damage, then that liability is limited to that part of the contract covered by the liability. The liability is at all times limited to the amount of the benefit to be paid out by the assurer of User in the circumstances.

9.3. Direct damage is exclusively understood as follows:

- the reasonable costs for determining the cause and extent of the damage, in so far as the determination relates to damage within the meaning of these conditions;
- Any reasonable costs incurred to answer User's failure to comply with the Agreement, unless they can be attributed to User;
- Fair costs incurred to prevent or limit damage, in so far as the Client shows that these costs have resulted in the limitation of direct damage as provided for in these terms and conditions.

9.4. User is never liable for indirect damage, including consequential loss, loss of profits, lost savings and damage due to company standstill.

9.5. User is never liable for damage by third parties, including suppliers and others.

#### **Article 10 - Indemnity**

10.1. The Client indemnifies User for third party claims in respect of intellectual property rights on materials or data provided by the Client used in the performance of the Agreement.

10.2. If the Client provides User information carriers, electronic files or software, etc., it guarantees that the information carriers, electronic files or software are free of viruses and defects.

#### **Article 11 - Force majeure**

11.1. The parties are not obliged to comply with any obligation if they are hindered as a consequence of a circumstance that is not due to blame, by virtue of law, a juridical act or generally accepted principles.

11.2. Force majeure is understood in these terms and conditions, in addition to what is understood in law and jurisprudence in this area, all external causes, provided or unforeseen, which User can not influence but as a result of which the User is unable to fulfill the obligations to come. These include: exhaustion of inventory or failure of deliveries by User suppliers, omission of goods or failure to perform assignments due to accidents, strike, fire, flood, etc.

11.3. User also has the right to invoke force majeure, if the circumstance that prevents (further) compliance, occurs after the User has been required to fulfill his obligations.

11.4. During the period of force majeure, the parties may suspend the obligations of the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without obligation to compensate for damage to the other party.



11.5. In so far as, at the time of the commencement of force majeure, User has partially fulfilled his obligations under the Agreement, or is able to comply with it, and the agreed value or designated part is independent, User is entitled to comply with the section already met to be billed separately. Client is required to comply with this bill as if it were a separate agreement.

#### **Article 12 - Confidentiality**

12.1. Both parties are required to maintain confidentiality of any confidential information they have obtained from one another or from another source under the Agreement. Information is confidential if notified by the other party or if it is due to the nature of the information.

12.2. If, by virtue of a legal provision or a court order, User is held to provide confidential information to third parties designated by law or the competent court and User may not invoke remedies, then User shall not be liable for damages or indemnification and the Client is not entitled to terminate the Agreement on the basis of any damage resulting therefrom.

#### **Article 13 - Applicable law, competent court**

13.1. The agreement between User and the Client is governed by Curacao law.

13.2. The parties will refer to the Curacao Court in case of a legal dispute concerning the content, explanation and / or execution of the Agreement.

#### **Article 14 - Explanation of the terms**

14.1. This is an unofficial translation of the general terms and conditions. In the event of an explanation of the content and the meaning of these terms and conditions, the Dutch text is always leading.

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