



SchönsteHochzeit.at

General Terms and Conditions of Business

1. General:

- 1.1. All contractual relationships between the bride and bridegroom as the Clients on the one side and the wedding planner Ms Lapuch as the Contractor on the other side shall be based upon the General Terms and Conditions of Business set out below.
- 1.2. The Clients declare through their signature on the Contract that they have read and that they accept the content of the General Terms and Conditions of Business.
- 1.3. Supplementary agreements, modifications or amendments to these General Terms and Conditions of Business shall require the written form in order to be valid.

2. Subject Matter of the Contract and Scope of Performance:

- 2.1. The subject matter of the Contract is the planning and organisation against payment of the wedding of the Clients by the Contractor, whereby the scope of performance is regulated in the written Contract. A certain success is not guaranteed.
- 2.2. If the Contractor submits proposals to the Clients, these shall be approved or rejected by the Clients within a period of 3 days. If there is no reaction within this period on the side of the Clients, the proposal of the Contractor shall be deemed to be approved by the Clients.
- 2.3. The Clients authorise the Contractor to conclude contracts with third parties in the name of and on behalf of the Clients within the framework of the scope of performance by means of separately signed authorisation.

Insofar as the Clients themselves do not make a selection, the selection of these third parties is incumbent upon the Contractor. The Contractor is only liable for faults in selection regarding these third parties.

- 2.4. If the participation of the Client is necessary for performance of the service by the Contractors (e.g. provision of documents, issuance of information, signatures), the Clients must immediately take all precautions necessary to make performance of the service possible, otherwise the Contractor is released from its service obligation.

3. Fee, Cash Expenses, Payment Modalities:

- 3.1. The fee named in the written Contract is deemed to be agreed. This is understood as being inclusive of 20% value added tax. Depending on the agreement in the Contract, this fee consists either of a flat fee agreed in advance (a certain percentage of the estimated total budget, for example) or of the number of hours worked by the Contractor at a fixed hourly rate agreed in advance.
- 3.2. In addition to this, the Contractor shall be reimbursed at cost for cash expenses it incurs on occasion of its activities. This shall include postage, travel expenses, accommodation costs, catering, etc. For cash expenses, the ancillary fees of the Contractor are to be shown separately in an invoice. These shall be payable within 10 days. Travel expenses are agreed as the official kilometer allowance for journeys made outside the city limits of Salzburg. If the event venue is located farther than 100 km from the city limits of Salzburg and the event requires the presence of the Contractor later than 9.00 p.m., the Clients must pay the cost of a single room for the overnight accommodation of the Contractor. Event-related fees (the costs of the copyright society, AKM, for example) shall be charged by third parties directly to the Clients, and not via the Contractor.
- 3.3. If the fee of the Contractor has been agreed in flat fee form, 50% of this is payable within 14 days of the Contract being issued, and the remaining 50% by 5 days before the wedding at the latest.

If payment has been agreed according to an hourly rate, however, then the Contractor shall be entitled to issue partial invoices every time 10 hours are worked. A 15-minute fee timing is deemed to be agreed.

The Contractor must attach to its partial invoices a listing of the content and duration of the services performed.

Every partial invoice is payable within 10 days of submission of the invoice.

- 3.4. If payment is late, a rate of interest on arrears of 8% per annum is deemed to be agreed. The Contractor shall be due reminder expenses of € 10.00 for every reminder.
- 3.5. The Clients are jointly liable for the payment of the fee of the Contractor and reimbursement of its cash expenses.
- 3.6. The Clients are only entitled to exercise a set-off with claims determined by a court or explicitly recognised.

4. *Early Cancellation of the Contract:*

4.1. The Clients are entitled to cancel the Contract in writing at any time without observing a notice period or providing reasons for doing so.

If a flat fee has been agreed, cancellation obligates the Clients to payment of the following percentage amounts:

- Where cancellation is 6 months or more before the agreed date: 40%
- Where cancellation is 4 months or more before the agreed date: 60%
- Where cancellation is 2 months or more before the agreed date: 80%
- Where cancellation is 1 month or less before the agreed date: 100%

The agreed date is set by mutual agreement in the written Contract. If an hourly fee is agreed, however, and the Contract is cancelled, the Clients are obligated to payment for all services previously performed by the Contractor, and in addition to this to a cancellation fee of € 500.00 if cancellation takes place 2 months or more before the agreed date, or of € 300.00 if cancellation takes place 2 months or less before the agreed date.

4.2. If the agreed dates are not complied with for reasons for which the Contractor is responsible, the Clients must set the Contractor a reasonable period of grace of at least 14 days in writing. If the period of grace expires without any result, the Clients are entitled to early cancellation of the contract. They can only then assert claims for default against the Contractor if the Contractor has been responsible for the default wilfully or with gross negligence. In case of unavoidable or unforeseeable events, such as cases of force majeure or short-term illness on the part of the Contractor, then the Contractor is entitled, but not obligated, to provide for their representation. In such cases, damage compensation cases are excluded.

4.3. The Contractor is entitled to early written cancellation of the Contract and is due a fee as set out under Point 4.1 if performance of its service is made impossible or is substantially impeded for the Contractor for reasons for which the Clients are responsible, and if the Clients negligently violate their accepted payment obligations and do not effect payment in full despite the setting of a reasonable period of grace.

5. *Warranty and Liability:*

5.1. The Contractor grants warranty for the orderly performance of the services to be performed by it and as agreed in the Contract which are commissioned in the course of the activity of the Contractor on behalf and on account of the Clients.

5.2. The Contractor is liable for wilful and grossly negligent violations of the Contract on its part and for faults in selection. Liability is excluded for slight negligence and the compensation of consequential damages and property damages. The Contractor is not liable for flawed performance of the Contract by third parties.



- 5.3. If the Contractor has a claim made against it by a third party commissioned by it, the Clients must indemnify and hold harmless the Contractor regarding this claim, unless the claim of the third party is justified by wilful or grossly negligent action by the Contractor.

6. Protective Rights and Confidentiality:

- 6.1. The services of the Contractor are its intellectual property. If the Contract is cancelled early, the Clients are only entitled to use or pass on to third parties information and documents given by the Contractor with the explicit written agreement of the Contractor.

In the event of a violation by the Clients, the Contractor is entitled to demand reasonable compensation from the Clients.

- 6.2. The Clients explicitly authorise the Contractor to produce recordings and photographs for the purposes of self-advertisement on the wedding day, and declare that they explicitly agree to these being published on the website of the Contractor.
- 6.3. All information given and documents handed over by the Contractor is to be treated in the strictest confidence and silence is to be guaranteed.

7. Applicable Law, Place of Jurisdiction, Severability Clause:

- 7.1. It is agreed that the place of jurisdiction for possible disputes arising out of the contractual relationship is to be the competent court in the city of Salzburg with subject-matter jurisdiction.
- 7.2. The agreements reached between the Clients and the Contractor are subject to Austrian law.

If individual parts of these General Terms and Conditions of Business are or become legally invalid either wholly or in part, the validity of the other provisions and agreements is not affected. An ineffective provision is to be replaced by another which comes as close as possible to the economic sense and purpose of the ineffective provision in a manner permitted by law.