

TERMS AND CONDITIONS OF SALE

UPDATE : January 2nd, 2025

WEDDINGS AND EVENTS PLANNER - WEDDING AND EVENT PLANNING

PREAMBLE

These general terms and conditions of sale apply to the company rendez-vous. in the context of its activities as a reception organizer. They constitute the framework for the contractual and financial commitments offered to its customers. Prior to the conclusion of the contract, the Customer must request these general terms and conditions of sale from the Vendor.

Having declared an interest in this service offer, the customer delegates responsibility for organizing the event to rendez-vous. by signing a binding contract. The customer then has a 14-day cooling-off period, after which the present terms and conditions are intended to define their mutual rights and obligations.

ARTICLE 1 - CONDITIONS OF APPLICATION

The general terms and conditions of sale apply to all services rendered by rendez-vous.

They are sent to the customer at the same time as the contract. In the event of any contradiction between the Special Conditions appearing on the quotation signed by the customer and those appearing in these General Conditions, the provisions of the quotation alone shall apply.

ARTICLE 2 – ESTIMATE

Every intervening of rendez-vous. are subject to a detailed, personalized estimate sent or handed to the Customer by e-mail and/or letter. This estimate includes the designation and type of services determined on the basis of the request expressed by the Customer, as well as the related terms and costs. Any modification or resolution of the service requested by the Customer is subject to the express agreement of rendez-vous. Any such request from the Customer will only be considered if it reaches rendez- vous. at least 30 days before the start of the event organized by rendez- vous. After this deadline, the service remains valid and must be paid for in full by the Customer.

ARTICLE 3 – CONTRACT

The Customer delegates to rendez-vous., who accepts the responsibility of organizing the event corresponding, at the present stage, to the criteria that will be described in the contract known as the "event organization contract".

ARTICLE 4 – ORGANIZER'S OBLIGATIONS

For the duration of the contract, rendez-vous. undertakes to search for and implement all components as defined in the contract.

At the customer's request, rendez-vous. will hold an initial, no-obligation meeting. During this first meeting, a contact is established in order to list all the parameters relating to the organization of the event envisaged by the Customer. The obligations of rendez-vous. with regard to compliance with the criteria may be redefined if more precise specifications are drawn up and accepted by the parties. rendez-vous. will keep the Customer informed of the progress of his file and provide him with descriptions of the services selected.

rendez-vous. undertakes not to divulge any information provided by the Customer, which will be treated as confidential. Any information gathered in the course of drawing up the specifications may be communicated to rendez-vous.'s commercial partners, who will be bound by the same rules of confidentiality.

ARTICLE 5 - OBLIGATIONS OF THE CUSTOMER

The Customer undertakes not to conceal from rendez-vous. or its agents any information that could delay, hinder, interfere with or disorganize the project or its completion. The Customer shall facilitate access to any information that rendez-vous. may require.

The Customer undertakes to comply with the special conditions of the selected participants and, in particular, to pay any bond or guarantee that may prove necessary before full payment of all sums due. The Customer undertakes not to intervene directly, before, during or after the event, with suppliers, subcontractors, artists, staff and collaborators of rendez-vous.

ARTICLE 6 - NON-WAIVER CLAUSE

Under no circumstances shall the fact that rendez-vous. refrains from claiming the performance of an obligation to which it may be entitled be interpreted as a waiver on its part of the performance of said obligation, regardless of the duration of its abstention or tolerance.

ARTICLE 7 - FEES

rendez-vous. will charge a fee for its services, as defined in the estimate. They correspond to the rates for the various services described and are valid only for those services on the date indicated. Prices are quoted in Euros and are payable exclusively in that currency, regardless of the Customer's nationality. rendez-vous. reserves the right to increase the fixed price according to the workload induced by the modification of the specifications. However, the customer remains free to accept or reject offers from rendez-vous. He may accept them as they stand, request any modification subject to the deadlines allowing the event to take place, or simply refuse the entire project without having to specify the reasons. In the latter case, the customer will immediately release rendez-vous. from any obligation towards it, and will not be entitled to any reimbursement of all or part of the down-payments and fees paid.

ARTICLE 8 - PAYMENT TERMS

To be taken into account, all reservations must be accompanied by payment of an initial deposit.

This initial deposit amounts to 30% of the total price of the service, including all taxes.

A second deposit of 50% of the total price will be required six months before the event.

The balance must be paid fourteen days prior the date of the event, by cheque made out to BRETON Amélie, by bank transfer or in cash.

For all bookings made less than six months before the date of the event, an initial deposit of 50% of the total price will be required on signature of the contract ; the balance must be paid fourteen days prior the date of the event in accordance with the above-mentioned terms and conditions.


At the customer's request, invoicing can be re-fractioned while respecting the above-mentioned conditions.

ARTICLE 9 - RESPONSIBILITIES

The Customer is responsible for any damage, direct or indirect, that he or the participants may cause during the event. The Customer declares and warrants that he/she has full legal capacity and that he/she holds valid third-party liability insurance. To this end, the Customer undertakes to waive and to have waived by his insurers and/or any guest, as the case may be, any recourse against rendez- vous. in the event of any event whatsoever.

rendez-vous. declines all responsibility for damage of any kind (theft, damage, etc.) affecting goods of any kind (personal effects, equipment, etc.) brought by the customer or by guests, regardless of where the goods are stored.

rendez-vous. will be released from any obligation in the event of a force majeure (irresistible, unforeseeable, external event) or fortuitous event, such as, but not limited to: strike, bad weather, accident, water damage, official prohibition. The party observing the event must immediately inform the other party of its inability to perform and justify this to the latter. The suspension of obligations shall under no circumstances give rise to liability for non-performance of the obligation in question, nor result in the payment of damages or late penalties. The customer undertakes to comply with the service provider's own general terms and conditions, a copy of which he declares to have received and read prior to entering into the contract.



In general, it is understood between the Customer and rendez-vous. that the service provider concerned is solely responsible for the proper execution of the service, it being specified that the liability of each party is limited to the commitments entered into by it under the terms of the contract. Under no circumstances can rendez-vous. be held liable in the event of an alleged or observed failure on the part of the service provider concerned.

rendez-vous. strongly advises the customer to contact his broker, agent and/or insurer in order to examine with him the validity of his civil liability insurance and the possibility of taking out additional insurance for the event.

If, after any termination of the contract, the Customer were to carry out or have carried out the event defined by rendez-vous. a sum equal to 50% of the plagiarized project would be due to rendez-vous.

ARTICLE 10 - CANCELLATION

Cancellation by the Customer: in the event of withdrawal, refusal or cancellation by the Customer, rendez-vous. will be released from all obligations towards the Customer and the latter may not claim either the postponement of the event to another date, or the reimbursement of sums already paid and retained by rendez-vous. as an irreducible contractual termination indemnity.

Cancellation by rendez-vous. In the event of cancellation by rendez-vous. of one or more services to be provided to its customer, rendez-vous. is covered by professional liability insurance. It cannot be held responsible for delays in organization due to force majeure or fortuitous events (traffic accidents, human accidents, strikes, bad weather, riots, demonstrations).

ARTICLE 11 - TERMINATION OF THE CONTRACT

Termination due to force majeure

It is expressly agreed that the parties may terminate the present contract without notice or formality in the event of force majeure under certain conditions. If a case of force majeure occurs less than 3 months after the conclusion of the contract, part of the deposit paid may be returned to the customer. It is up to rendez-vous. to calculate the amount of time worked up to the date of resolution. Once this period has elapsed, the deposit will be automatically forfeited by rendez-vous.

rendez-vous. will do its utmost to propose a solution to customers in order to guarantee the possibility of carrying out the event (postponement of the date, etc.). The same conditions apply to other advance payments. For all cancellations, except in cases of force majeure, at the customer's discretion, less than 2 months before the event, the full amount of the service is due.

Termination for failure of a party to meet its obligations

In the event of failure by customers to pay for services ordered by the due date, this contract may be terminated at the discretion of the aggrieved party, without refund of deposits.

Resolution in the event of a health crisis (here COVID-19)

In the event of government restrictions making it impossible to organize the event, or restricting the number of guests, or if the Customer is a carrier of the virus on the date of the event, rendez-vous. undertakes to propose a postponement of the event, free of charge, to a later date, validated by the Customer and by Amélie BRETON, legal manager of the rendez-vous. company. The organization of the event remains unchanged. If the event is cancelled by the customer due to the health situation less than 3 months before the conclusion of the contract, part of the deposit paid may be returned to the customer. rendez-vous. is responsible for calculating the amount of time worked up to the date of resolution. Once this period has elapsed, the deposit will be automatically forfeited by the service provider. The same conditions apply to other advance payments.

ARTICLE 12 - CONFIDENTIALITY AND IMAGE RIGHTS

rendez-vous. undertakes not to sell, share or disclose the Customer's personal data to third parties other than for its own use. However, such data may occasionally be transmitted to third parties acting on behalf of and in the name of rendez-vous. or in connection with the activity of rendez-vous. within the framework of the use for which it was originally collected.

Customers have the right to access and update their personal data, and the right to request their deletion, in accordance with the provisions of French law no. 78-17 of January 6, 1978 relating to data processing, data files and individual liberties. rendez-vous. undertakes to ensure that the Customer's personal and nominative data is up to date, accurate and complete. Customers may exercise their right of access or correction by contacting rendez-vous. directly by registered letter with acknowledgement of receipt or by e-mail.

The Customer, without financial or pecuniary consideration of any kind whatsoever, expressly authorizes rendez-vous. to publish its image, on all current or future known media belonging to rendez-vous. (social networks, website, brochures, etc.).

The Customer acknowledges that he/she has been informed and accepts that the decision whether or not to use his/her image will be left to the discretion of the agency rendez-vous. makes no commitment to the Customer to use all or part of the recorded images. This authorization is granted for a period

This authorization is granted for a period of thirty years from the date of signature of this agreement, renewable by mutual agreement of the parties, formalized in writing, and will remain valid in the event of a change in his or her current marital status.

ARTICLE 13 - COMPLAINTS AND DISPUTES

Any dispute and/or claim concerning the service provided will only be taken into account if made by registered letter with acknowledgement of receipt within eight days of the date of its execution.

Any dispute relating to the validity and/or interpretation and/or performance of the contract shall be submitted to the competent courts of the city where the head office of rendez-vous is located.

Please initial each page

Date and signatures preceded by "Approved"

SIGNATURES