

TERMS AND CONDITIONS

Article 1: Definitions

Bruiloft op Mallorca: the contractor and user of these General Terms and Conditions, namely Yvonne Harmelwaard, trading under the names "Bruiloft op Mallorca" and "Your Mallorca Wedding", based in the Netherlands, Purmerend, Parkstee 227 and registered in the trade register under number 68868286.

Client: any person who has given the order to Bruiloft op Mallorca to organise a wedding, or for whom Bruiloft op Mallorca organises or makes a reservation for a wedding, event, anniversary, marriage proposal or engagement party.

Contract: the contract for the provision of services.

Article 2: Applicability

1. These General Terms and Conditions apply to and form part of all offers, legal relationships, contracts and quotations between Bruiloft op Mallorca and the Client.
2. The Client vouches for the accuracy and completeness of the information, measurements, requirements, specifications of the service and other data and/or information on which Bruiloft op Mallorca bases its offer, provided by or on behalf of the Client to Bruiloft op Mallorca.
3. These General Terms and Conditions also apply to any third parties engaged by Bruiloft op Mallorca for the execution of the Contract, vis-à-vis the Client.
4. General terms and conditions of third parties are excluded.
5. If any provision of these General Terms and Conditions is null and void or annulled, the remaining provisions of these General Terms and Conditions shall remain fully applicable.

Article 3: Conclusion of the Agreement

1. The Contract is formed when the Client's signed order confirmation and/or signed offer is received by Bruiloft op Mallorca, or as soon as Bruiloft op Mallorca, with the Client's consent, has commenced execution of the Contract.
2. The actual commencement of performance of the Contract constitutes acceptance of these General Terms and Conditions by the Client.

Article 4: Cooperation of the Client

1. The Client shall ensure that all information, which Bruiloft op Mallorca indicates is necessary or which the Client should reasonably understand is necessary to execute the Agreement, is provided to Bruiloft op Mallorca in a timely manner.
2. Bruiloft op Mallorca cannot be held liable for damages, of any kind, resulting from the use of incorrect and/or incomplete information provided by the Client.

3. Should the Client fail to provide information, or provide it late or properly, in full, Bruiloft op Mallorca shall be entitled to suspend its work and charge any costs arising from the delay to the Client.

Article 5: Execution of the Contract

1. Bruiloft op Mallorca shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar as the proper execution of the Agreement so requires, Bruiloft op Mallorca is entitled to have certain work performed by third parties.
3. If, during the execution of the Agreement, it appears that for proper execution it is necessary to modify or supplement the work to be done, the Parties shall, in a timely manner and by mutual agreement, modify the Agreement accordingly. The time of completion of the execution may possibly be affected. Bruiloft op Mallorca shall inform the Client of this as soon as possible.
4. If the amendment or supplement to the Agreement has any financial and/or qualitative consequences, Bruiloft op Mallorca shall inform the Client thereof in advance. Any additional or reduced costs shall be borne or credited to the Client. If a fixed fee has been agreed, Bruiloft op Mallorca shall indicate to what extent the amendment or supplement to the Agreement will result in an increase of this fee.

Article 6: Delivery period

1. If the Client owes an advance payment or is required to provide information, documents or other materials to Bruiloft op Mallorca for the execution of the work, the term within which it must execute the Agreement does not commence until such time as the Client has fulfilled these obligations in full.
2. Deadlines by which Bruiloft op Mallorca must complete any work shall only be regarded as strict deadlines if this has been expressly agreed and unequivocally recorded in writing.

Article 7: Payment

1. Unless otherwise agreed, Bruiloft op Mallorca's fee is exclusive of VAT, travel and other expenses, and exclusive of invoices from third parties engaged by Bruiloft op Mallorca.
2. Payment by the Client shall be made, without deduction, discount or setoff, within fourteen (14) days of the invoice date, or if stated otherwise, in the currency indicated by Bruiloft op Mallorca. Objections to the amount of the invoices do not suspend the payment obligation.
3. If the invoice is not paid on time, Bruiloft op Mallorca reserves the right to suspend its work with immediate effect.
4. If the Client fails to pay within fourteen (14) days, or within the time stated

otherwise, the Client shall be in default by operation of law. Client shall then owe statutory interest.

5. In the event of the Client's liquidation, bankruptcy, attachment or suspension of payment, any claims of Bruiloft op Mallorca against the Client shall become immediately due and payable.

6. Payment for smaller orders will be charged in full by Bruiloft op Mallorca upon receipt of signed contract from the Client or upon receipt of written or verbal consent to firm booking or upon receipt of work performed or upon delivery of goods and/or products, unless otherwise agreed.

7. Payment for venues, party, dinner, etc. or other budgeted total amounts, will be charged to the Client on a spread basis: 30% within no later than 30 days of the Agreement, 50% within no later than 30 days before the agreed date of the wedding or event, the remaining amount will follow after this date and within no later than 14 days after receipt of final invoice, unless otherwise agreed.

Article 8: Complaints

1. Complaints about the work performed should be reported in writing by the Client to Bruiloft op Mallorca within 7 days of discovery, but no later than 14 days after completion of the work in question. The notice of default should contain as detailed a description of the shortcoming as possible, in order for Bruiloft op Mallorca to respond adequately.

2. If a complaint is well-founded, Bruiloft op Mallorca shall still perform the work as agreed, unless this has become demonstrably meaningless to the Client. The latter should be made known by the Client in writing.

3. If it is not possible or useful to still perform the agreed work, Bruiloft op Mallorca shall only be liable within the limits of Article 11.

Article 9: Cancellation conditions

1. In the event of cancellation no more than 90 days prior to the agreed date of the wedding or event, the Client is required to pay 50% of the total amount agreed between the parties to Bruiloft op Mallorca.

2. In the event of cancellation less than 30 days before the agreed date of the wedding or event, the Client is liable to pay 75% of the total amount agreed between the parties to Bruiloft op Mallorca.

3. In the event of cancellation 48 hours or less before the agreed date of the wedding or event, the Client is liable to pay Bruiloft op Mallorca 100% of the total amount agreed between the parties.

Article 10: Cancellation / Termination

1. Either party may terminate the Agreement in writing at any time. The costs incurred and work carried out up to the time of termination shall be invoiced to

the Client.

2. If the Agreement is terminated prematurely by the Client, the provisions of Article 9 shall apply.

3. If the Contract is terminated prematurely by Bruiloft op Mallorca, Bruiloft op Mallorca shall, in consultation with the Client, arrange for the transfer of any work still to be performed to third parties, unless the termination is based on facts and circumstances attributable to the Client.

Article 11: Liability

1. Bruiloft op Mallorca shall execute the Contract to the best of its knowledge and ability and in accordance with the requirements of good workmanship, and shall only be liable for direct loss resulting from a shortcoming in the execution of the order insofar as this shortcoming is the result of a lack of due care that could reasonably be expected of it, or intent or gross negligence.

2. Bruiloft op Mallorca is never liable for any losses resulting from incorrect, incomplete or delayed information provided by the Client.

3. In no event shall Bruiloft op Mallorca be liable for indirect damages and/or consequential damages, including, but not limited to, lost profits, losses suffered, missed savings and damage due to business interruption.

4. Should Bruiloft op Mallorca be liable for direct damages, such liability shall be limited to a maximum of the amount paid out by Bruiloft op Mallorca's insurer or to a maximum of the amount of the agreed fee.

5. Direct damages are exclusively understood to mean:

- The reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these Terms and Conditions;
- Any reasonable costs incurred to ensure that Bruiloft op Mallorca's faulty performance complies with the Contract, unless such fault cannot be attributed to Bruiloft op Mallorca;
- Any reasonable costs incurred to prevent or limit damage, insofar as the Client can demonstrate that these costs led to the limitation of direct damage as referred to in these General Terms and Conditions.

6. Should any third parties engaged by Bruiloft op Mallorca perform work in connection with the order, Bruiloft op Mallorca shall never be liable for any damages incurred by third parties, and the Client shall indemnify Bruiloft op Mallorca against any claims.

7. The limitation of liability of Bruiloft op Mallorca set out in this article shall also be stipulated on behalf of any third parties engaged or who may be liable in connection with the execution of the Contract.

Article 12: Intellectual Property

1. Bruiloft op Mallorca reserves all intellectual property rights regarding products of the spirit that it has used and/or developed in the execution of the Agreement and in respect of which it holds or can claim copyright.
2. The Client is prohibited from reproducing, publishing or exploiting those products, including computer programmes, system designs, working methods, advice, (model) contracts and other intellectual products of Bruiloft op Mallorca, all in the broadest sense of the word, with or without the involvement of third parties. Reproduction and/or publication and/or exploitation shall only be permitted with the written consent of Bruiloft op Mallorca.

Article 13: Force majeure

1. Bruiloft op Mallorca is not obliged to fulfil any obligation to the Client if it is prevented from doing so as a result of force majeure. In addition to what is understood in law and jurisprudence, force majeure in these Terms and Conditions includes all external causes, foreseen or unforeseen, that prevent Bruiloft op Mallorca from fulfilling its obligations.
2. During Force Majeure, Bruiloft op Mallorca's obligations shall be suspended. When the force majeure situation has lasted longer than one month, or as soon as it is established that it will last longer than one month, the parties shall be entitled to terminate the Contract by written dissolution.
3. If, when the Force Majeure occurs, Bruiloft op Mallorca has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to invoice separately the part already fulfilled or, as the case may be, the part that can be fulfilled, and the Client shall be required to pay this invoice as if it were a separate contract.
4. Bruiloft op Mallorca is not bound by deadlines that can no longer be met as a result of circumstances beyond its control that have arisen after the Contract was entered into.

Article 14: Applicable law

1. All contracts between Bruiloft op Mallorca and the Client to which these General Terms and Conditions apply are governed by Dutch law.
2. All disputes relating to contracts between Bruiloft op Mallorca and the Client, to which these Terms and Conditions apply and which do not fall within the jurisdiction of the district court, shall be settled by the competent court in the district where Bruiloft op Mallorca is located.

PRIVACY POLICY

Personal data that we process

Bruiloft op Mallorca processes your personal data because you use our services and/or because you provide it to us yourself.

Below is an overview of the personal data we process, for what purpose and on what basis we process personal data.

Bruiloft op Mallorca processes your personal data for the following purposes:

1. Delivery of goods and services
2. Quotation/invoicing process (clients, potential clients and suppliers of Bruiloft op Mallorca).
3. For the tax authorities
4. Administration/accountancy
5. Supplier/customer overview
6. Website (general data is collected, i.e. how many visitors come to the website; we cannot see who visits which page)
7. Social Media; through Bruiloft op Mallorca's business social media channels, we can see who follows our pages (the followers themselves have actively consented to this); however, we do not store this data in our systems
8. Sending information/actions/updates via newsletters to keep clients/suppliers/relationships informed (you can unsubscribe; this can be done in the newsletter itself or you can send an email to info@bruiloftopmallorca.nl and we will unsubscribe you).

Special and/or sensitive personal data we process

Our website, Social Media and/or service does not intend to collect data on website visitors who are under 16 years of age. Unless they have parental or guardian consent.

However, we cannot verify whether a visitor is older than 16. We therefore advise parents to be involved in their children's online activities to avoid collecting data on children without parental consent. If you are convinced that we (or the business social media accounts) have collected personal data about a minor without such consent, please contact us at info@bruiloftopmallorca.nl and we will remove this information.

Cookies, or similar techniques, that we use

Bruiloft op Mallorca uses technical and functional cookies. No cookies are placed on this website by third parties.

A cookie is a small text file that is stored on your computer, tablet or smartphone the first time you visit this website. The cookies we use are necessary for the technical operation of the website and your ease of use. They ensure that the website works properly and, for example, remember your preferences. They also allow us to optimise our website. You can opt out of cookies by setting your internet browser to no longer store cookies. In addition, you can also delete any information previously stored via your browser settings.

Viewing, adjusting or deleting data

You have the right to view, correct or delete your personal data. In addition, you have the right to withdraw your possible consent to data processing or object to the processing of your personal data by Bruiloft op Mallorca, and you have the right to data portability. This means that you can make a request to us to send the personal data we hold on you in a computer file to you or another organisation named by you.

You can send a request for inspection, correction, deletion, data transfer of your personal data or a request to withdraw your consent or object to the processing of your personal data to info@bruiloftopmallorca.nl

To ensure that the request for inspection is made by you, we ask you to send a copy of your proof of identity with the request. In this copy, black out your passport photo, MRZ (machine readable zone, the strip of numbers at the bottom of the passport), passport number and National Insurance Number. This is to protect your privacy. We will respond to your request as soon as possible, but within six weeks.

How we secure personal data

Bruiloft op Mallorca takes the protection of your data seriously and takes appropriate measures to counter abuse, loss, unauthorised access, unwanted disclosure and unauthorised modification. If you have the impression that your data is not properly secured or there are indications of abuse, please contact us at info@bruiloftopmallorca.nl.

Are you a (potential) customer or supplier of Bruiloft op Mallorca? If so, we store the following data:

- First and last name - Address details
- Telephone number

- E-mail address
- Trade sector
- Other personal data that you actively provide e.g. in correspondence and by telephone (and or via digital communication)
- Data about your activities on our website (we collect data about our website users but cannot see whether this is e.g. a client or supplier of Bruiloft op Mallorca)
- Bank account number (suppliers)
- Handling your payment
- To send our newsletter
- To be able to call, WhatsApp or e-mail you when necessary to carry out our services
- To inform you about changes to our services and products
- To deliver goods and services to you
- Bruiloft op Mallorca also processes personal data when we are legally obliged to do so, such as data we need for our tax return.

Bruiloft op Mallorca does not keep your personal data for longer than is strictly necessary to realise the purposes for which your data is collected. For example, we keep accounting/administrative data for approximately 7 years. Would you like to ensure that we delete your data (if not legally necessary)? If so, please get in touch.

Bruiloft op Mallorca does not sell your data to third parties and only provides it when necessary for the execution of our contract with you or to comply with a legal obligation. With companies that process your data on our behalf, we conclude a processor agreement to ensure the same level of security and confidentiality of your data. Bruiloft op Mallorca remains responsible for this processing.