

TERMS AND CONDITIONS OF OUR WEDDING PLANNING SERVICES

The following agreement exists between:

Candida Blaxall, acting on behalf of **Ibiza Wedding Shop S.L.**,

Avenida San Agustin, San Jose, 07830 (hereinafter "We", "Us" or "The wedding coordinator")

And

The Client, herein "You" or "The wedding couple"

They mutually acknowledge their legal capacity to generate and sign the present document and agree, both in their own name and right, on the following general clauses and essential agreements:

- this agreement shall be governed by the Spanish Civil Code (Código Civil) and applicable Spanish legislation may be applied additionally
- both Client (or agent of Client) and Ibiza Wedding Shop agree to abide by the terms and conditions that are established below.

Booking and Payment for Services

The Wedding Couple agree to pay a non-refundable deposit on request (including VAT, depending on venue) to cover all planning costs and act as a retainer. This will be payable at the time of securing the date. The deposit will be deducted from the final package price.

Deposit Amount (including VAT)- amount is dependant upon the venue, payable in euros €

This will be the only payment required to book your wedding and the remaining balance of the wedding costs will be required 30 days before the event. Before you travel to Ibiza we will arrange a pre-wedding meeting at your wedding venue, to discuss final decisions.

Deposits can be paid via bank transfer to our account (please see details attached).
You will be required to provide your passport number and home addresses for your receipt.

Please complete and keep on file your pre-planner, we will then ask for you to have completed this with your final decisions 90 days before the date of your wedding. With this information your Pre - Resume will be created approximately 60 days before your wedding date and sent to you for final payment.

You then have up to 30 days before the event to confirm your final number of guests and the final invoice will then be created.

If you are unable to provide any of the payments stated, we will cease all coordination effort and commence cancellation of all supplier activities.

Description of Services

We recommend that all vendors are selected from our list of preferred in-house suppliers. This includes, caterers, venues, wedding of officiates, ministers, bands, DJ's, entertainment, photographers, etc.

Whilst we are more than happy to work with suppliers that may be requested by our clients, we cannot be held responsible for the level of service that they may supply and all outside suppliers must comply to the local work and health and safety laws and be able to produce necessary legal paper work. (All lighting and sound services are to be supplied by our in house Ibiza ProDJ company).

We agree to provide all necessary hours of planning prior to the day and are responsible for the quality provided by our preferred suppliers for you.

You agree that we are not responsible for any services not specifically provided by the wedding planner and covered by these terms and conditions.

We will confirm that our Personal Wedding Coordinator will be present at the venue on the wedding day and will cover all aspects of the Wedding Coordination.

Initial:

Date Changes

In the event that you wish to change the date of your wedding, we will endeavour to transfer venue reservations and suppliers to the new date. Dates can be transferred subject to reasons and availability, regardless of time frame. However, deposits and fees that are non-refundable/non-transferable will be your sole responsibility.

If there are last minute changes, you must understand this can impact the quality of the event and we are not liable if this leads to quality being compromised.

Venue

All venues are privately owned and not property of Ibiza Wedding Shop (IWS). All reservations are confirmed by IWS with each venue on booking.

Each venue may have its own cancellation policy and IWS will do all physically possible to offer a similar quality venue if ever required.

Sound and Noise Regulations

Each wedding venue has its own sound policies in line with the local sound laws which we have to adhere to at all times. According to the legislation Num.156 21/12/2017 (concerning the Article Num. 26 of the Tourism Law on sound limitation), the music in all Hotels, restaurants and public must not exceed the decibels established.

Cancellation policy

All deposits to secure wedding date services and venues are non refundable but, depending on availability, date/year are changeable. Any cancellation made before the event will result in the loss of any fee that have been made. Any cancellation made after final payment will result in the loss of the total fee.

Please note that certain suppliers may have cancellation policies of their own which differs to ours. You will be informed of these where applicable.

Destination Wedding insurance is highly advised.

Changes to your terms

Any amendments made to these terms and conditions will be agreed in writing by both parties.

Cancellation due to Force Majeure

“Force Majeure Event” means any circumstance not within a party’s reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, interruption or failure of utility service.

If Ibiza Wedding Shop is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, Ibiza Wedding Shop shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. Ibiza Wedding Shop will make all reasonable efforts to produce the event on a different date. The client will be liable for any additional costs incurred by the change of date of their event.

Severability

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court ends that any provision of this agreement is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provisions shall be deemed written, construed and enforced as so limited.

Initial:

This contract can be terminated in any of the following ways:

- by one party giving written notice if the other party commits a material breach of its contractual obligations,
- by the mutual agreement of both the parties in writing,
- the death of either of the parties, the suspension of payments, bankruptcy, insolvency or garnishee of either of the parties unless they can guarantee the debt in any way.

Waiver of Terms and Conditions

The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

These written terms and conditions supersede all previous arrangements and agreements whether they are written, oral or implied. This agreement shall be governed by the laws of Spain and the Balearic Islands.

Amendment

Any modification in this document must be made in writing, clearly indicating the clause or condition to be modified, and this document must be signed by both parties and attached to this contract, indicating in same that the modifications only affect those conditions modified and that the remainder of this contract is valid and binding to both parties.

Notifications and Communications

With regards to any communications and notifications, both signing parties state that these must always be made in writing and in order to record same and consequently avoid any misunderstanding, this should be carried out to the email addresses provided.

Both parties are obliged to notify the other in the case of a change or cancellation of their email address and if they do not then any email sent to the email address set out above will be considered effectively delivered.

Photo Release

Ibiza Wedding Shop is authorised to use any media content for responsible publication of marketing materials and is exempt from liability for any claims by the client or any third party in connection with their participation.

The client acknowledge that they will not receive financial compensation of any type associated with the taking or publication of photographs in company marketing materials as the publication of said photos confers no rights of ownership or royalties.

If the client does not permit the usage of media content for marketing purposes must advise us in writing before the wedding date.

Initial:

CEREMONY INFORMATION

There are basically three ways for non residents to "Marry in Ibiza".

Legally binding Catholic ceremony, if one or both of you are Catholic, you may have a legally binding wedding in the Roman Catholic Church.

The second option is a blessing with the interdenominational English speaking Church which needs the "legal side of things" performed in the UK before your Ibiza blessing.

If you were wanting a beach view terrace, restaurant or private villa ceremony this is a SYMBOLIC CEREMONY and would be performed by a non clergy symbolic host, where the "legal side of things " can be carried out in your home country either before or after your Ibiza ceremony.

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CONFIRMATION

Client Name:
Signature

Client Name:
Signature

Company Director: <i>Candida Blaxall</i>
Signature <i>Blaxall</i>