Terms of Service

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§ 1 General / Scope

1.1. The following terms of service are valid for all offers, deliveries and services of 4 weddings & events, represented by Ursula Glas (owner). Essential is the version valid by the conclusion of contract. The contract partners are hereinafter reffered as customer, 4 weddings & events as wedding planner. The following terms are part of all contracts between the customer and the wedding planner. They are valid for all further business relations with the customer, even if they are not agreed explicitly again. The terms of service of the customer, changes of the terms of service or additional agreements are only valid if the wedding planner confirms them explicitly and in a written form.

1.2. If there are translation differences in these terms of service to the German version, the German language version is always the valid one.

§ 2 Supply / Scope of service

2.1. Offers from the wedding planner to the customer are always a subject to change if not agreed different explicitly and written. The contract is fixed by a written confirmation of the offer by the customer. By accepting the offer the customer agrees in any case with these terms of service.

2.2. For the type and scope of the services to be provided by the wedding planner, the written confirmation of the offer and the timely payment of the subsequent deposit invoice made with the customer in accordance with the offer and these terms and conditions is decisive.

2.3. Unless otherwise stated in the contract, the contractual relationship includes organizational services for an event or consultation.

2.4. Changes to the contract or offer after the contract or offer has been signed are only valid if they are submitted in writing by both business partners.

2.5. The contractor is responsible for determining his place of work and working hours.

2.6. All service provider contracts are concluded directly between the client and the respective service provider, the wedding planner acts exclusively as an intermediary and takes no responsibility for the conclusion of contracts and payments.

2.7. If the wedding planner makes purchases/expenses on behalf of the customer, these must be reimbursed to the wedding planner immediately, but not later than 4 weeks prior to the event.

§ 3 Prices

§ 3.1 General

3.1.1. The services to be provided by the wedding planner are calculated depending on the agreement (offer) at a flat rate or according to individual services.

3.1.2. Subsequent changes and additions by the customer, as well as additional services that only become necessary during the services carried out by the wedding planner, must be paid for additionally. All prices are exclusive of the statutory VAT applicable at the time of invoicing.

3.1.3. The wedding planner calculates his services on a lump-sum basis, which is based on the amount of work required to provide the service. First conversation with a maximum duration of 30 minutes is always free of charge. For all services to be provided by the wedding planner that go beyond those specified in the contract, EUR 50.00 per hour will be charged.

§ 3.2 Travel cost

3.2.1. The client will cover the cost of catering for the wedding planner on the day of event or provides food and non-alcoholic beverages for the wedding planner and, if necessary, setup helpers or assistants.

3.2.2. Accommodation costs will be reimbursed to the wedding planner in the proven amount, expenses according to the maximum tax rates. The customer can also provide the wedding planner with appropriate accommodation. Single accommodation (no shared rooms) with a private bathroom and toilet with a window or air conditioning is considered appropriate.

Likewise, the contractor will be replaced when used:

- by train: 1st class travel costs,
- an aircraft: business class flight costs,
- by car: € 0.80 for each kilometer driven

3.2.3. If the wedding planner travels more than four hours, an additional time fee of € 250 will be charged.

3.2.4. The choice of the cheapest means of transport is left to the wedding planner. However, the customer is obliged to calculate travel costs according to the shortest distances and to undertake trips, the costs of which are not in a reasonable proportion to the total fee, only with the express consent of the customer.

§ 4 Payment modalities

4.1. After signing the contract, a deposit invoice for 50% of the agreed flat rate will be issued. The remaining amount is due for payment 14 days before the planned event, for which a new invoice will be sent.

4.2. The customer shall pay interest on invoice claims at 5.0% during a delay. If the customer defaults on payments and does not pay within a period set in the form of a written reminder, the wedding planner is entitled to withdraw from the contract immediately. In the event of this withdrawal, the customer is obliged to pay the wedding planner damages due to non-performance.

4.3. A set-off by the customer with counterclaims is excluded, unless they have been legally established, recognized by the wedding planner or not disputed. The customer is only entitled to assert a right of retention if his claim is based on the same contractual relationship.

§ 5 Termination and Resignation

5.1. Should the implementation of the planned event become impossible for reasons of force majeure, i.e. an unforeseen extraordinary reason that cannot be influenced by either party, both contractual partners are entitled to withdraw. Rebooking to a new date is also possible, provided the wedding planner is available. In this case, a flat rate of €750 will be charged for the rebooking and the associated additional effort.

5.2. Furthermore, the termination of this contract is legally permissible for the parties for extraordinary reasons. Such reasons include, for example:

- Failure to provide contractually owed services despite a written reminder and deadline
- The opening of insolvency proceedings against the assets of the respective contractual partner
- A serious breach of contract by the other party, which is not omitted despite a written warning and thus makes further implementation of the contract
- unreasonable.

5.3. Withdrawal or termination must be made in writing to the other contracting party. Services that the wedding planner has already provided by the time the notice of termination or withdrawal is received must be remunerated in accordance with the contract. Expenses that the wedding planner has already made with regard to the event must also be reimbursed.

5.4. The deposit payment made upon conclusion of the contract will be retained by the wedding planner to offset work already completed and compensation for lost orders.

§ 6 Complaints and Defects

6.1. Obvious defects are to be reported to the wedding planner in writing by the customer immediately after the service or immediately verbally on the day of the event. This applies in particular to inadequate individual services in the overall service offered by the wedding planner. If the customer does not comply with his obligation to notify in due time and if defects cannot be remedied in good time during or until the end of the event due to the customer's behavior, no claims by the customer can be derived from these defects.

6.2. The customer first has the choice of whether the supplementary performance should be carried out through repair or replacement. However, the wedding planner is entitled to refuse the type of supplementary performance if this is associated with disproportionate costs and another type of supplementary performance remains without significant disadvantages for the client. During the supplementary performance, the customer cannot reduce the price or withdraw from the contract.

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6.3. If the supplementary performance has failed after 2 unsuccessful attempts, the customer can choose to either declare a reduction in price or to withdraw. The customer's withdrawal from the overall contract is only permitted if the breach of duty by the wedding planner is significant. In addition, § 5 of these terms and conditions applies.

§ 7 Liability

7.1. The wedding planner is only liable - for whatever legal reason - if the damage was caused by a culpable breach of an essential contractual obligation (cardinal obligation) in a manner that endangered the achievement of the contractual purpose or is due to gross negligence or intent.

7.2. The wedding planner is not liable for any damage caused to the customer by his own contractual partners in the course of the event to be organized. This also applies if the wedding planner has made organizational arrangements with his contractual partners on behalf of the customer. Furthermore, the wedding planner is not liable for the consequences of force majeure. This also applies to the occurrence of circumstances that make the event impossible, but were not caused by the wedding planner or are to be represented in any other way.

§ 8 Retention of title and right of use

8.1. The wedding planner retains ownership of services rendered and products delivered until all claims from the service contract have been paid in full, provided that these are to become the property of the customer in accordance with the contract.

8.2. Rights of use of any kind to the concepts, texts, photographs, plans, programs, sketches, drafts and models created by the wedding planner in connection with the fulfillment of the order remain with the wedding planner unless the parties have expressly agreed otherwise in writing.

8.3. The wedding planner is entitled to use texts, drafts, concepts, photos and delivered goods from the present fulfillment of the contract for the purpose of self-promotion and for reference purposes. Furthermore, he is entitled to take photos during the event and use them for self-promotion and reference purposes. For photographs of persons, this only applies with the prior written consent of the person concerned.

§ 9 Decoration services

9.1 If we provide decoration services as part of our work, the following applies:

- We are only liable for damages caused during decoration work in cases of intentional misconduct. Liability for slight negligence is excluded.
- We do not assume any responsibility for decoration items provided by the couple or third parties. In particular, we are not liable for loss, damage, or improper storage of such items.
- Tasks that go beyond the usual scope of decoration services – in particular the time-consuming preparation or handling of items provided by the couple (e.g. assembling pom-poms, removing labels from candle holders, etc.) – will be charged separately based on the time required.

§ 10 Severability clause

10.1. Changes and additions to these conditions must be made in writing. The same applies to this written form requirement. Should individual provisions of these conditions be or become ineffective, this shall not affect the effectiveness of the remaining conditions. The ineffective provision is replaced by a substitute regulation that comes as close as possible to the purpose intended by the ineffective provision.

§ 11 Others

11.1. The contractual agreements and all legal relationships between the parties are subject to the law of the Federal Republic of Germany, regardless of the customer's nationality.

11.2. The place of jurisdiction for all legal disputes is the location of the wedding planner.