



# General Terms & Conditions

## for planning, coordination and photographic services

## by Alpin Photo & Switzerland Wedding Company

Please note: For reason of simplicity we will use the abbreviation SWC for both, Switzerland Wedding Company and Alpin Photo. Also the term “Wedding Planner” may be replaced by “photographer”.

### **1. Relationship Wedding Planner - Clients**

1.1. The Clients contract Switzerland Wedding Company (SWC / the Wedding Planner) to render the agreed event planning service package, for the agreed fees. The Wedding Planner starts fulfilling herewith listed contractual obligations after receiving the deposit fee to their account, and ends on the day of the event, or on the day of the last wedding event the Wedding Planner was contracted to coordinate, as soon as the event is finished.

1.2. The Clients are considered one unit in the communication process, meaning it is assumed that any request or information provided by one of them is internally agreed upon by both. The Wedding Planner is not liable for any inconveniences that arise from actions that have not been previously discussed and/or agreed upon by the Clients.

1.3. SWC can act as an intermediary and make payments for and in the name of the Clients for the suppliers/service providers. The Wedding Planner may or may not be a contractual party to the supply/services. Whenever necessary, contracts shall be closed between the supplier of the products/services and the Clients directly. In such case SWC shall not be liable to the Clients for obligations of the supplier/service providers and shall not be liable to the supplier/service providers for the obligations assumed by the Clients.

### **2. Performance of Services**

2.1. The Wedding Planner is bound to provide the agreed services according to the principles of „obligation for executive care”, considering the Clients' best interest. The Wedding Planner agrees to exercise reasonable care and skills in providing all services agreed under the terms of this Agreement. The Wedding Planner is especially bound to the meticulous consulting of the Clients, careful selection and supervision of vendors and subcontractors.

2.2. Nothing in the agreement between SWC and Clients shall be construed to create an employee-employer relationship between the Wedding Planner and the Clients, as this will be a collaborative, professional relationship of equals, where mutual professional respect, courtesy and consideration are expected. The Wedding Planner is an independent contractor and not an employee of the Clients.

2.3. Should the event require it, the Wedding Planner will provide assistants in order to fulfill the Agreement. These assistants will abide by all terms of the Agreement between Wedding Planner and Clients. The decision to use assistants is at the sole discretion of the Wedding Planner. Assistant fees are to be carried by the Client.

2.4. The Parties agree that the Wedding Planner may assign some or all of the obligations arising out of an Agreement to trustworthy and equally experienced industry partners. The Clients are not entitled to raise claims directly to the third party.

2.5. Basic office support receives 24/7 hour attention. Each new or special project requires a minimum of 5 (five) days lead-time. The Clients will provide sufficient notice and allow for reasonable timeframes for project completions. Rush projects of 24 hours or less, as well as new requests made within the last four weeks before the wedding due date, and projects requiring weekend or holiday work may be subject to a 25% surcharge and/or other rush fees. The Wedding Planner reserves the right to refuse any project or service request.

2.6. The Wedding Planner requires 48 hours notice to cancel scheduled face-to-face appointments, and 1 hour to cancel scheduled calls. When possible, the Wedding Planner will attempt to accommodate a moved appointment with less notice. However, if the appointment cannot be moved to a different slot in the same week, this will count as a cancelled appointment, if the requested notice was not provided. No shows and last minute cancellations will be billed at the full hourly rate for the allotted time that was scheduled, with a one-hour minimum.

2.7. New work requested by the Clients and performed by the Wedding Planner after a proposal/estimate has been approved is considered a Change Request, and will be billed according to the additional hours. If the job changes to an extent that it substantially alters the specifications described in the original proposal/estimate, a revision memo will be submitted to the Clients, and a revised additional fee must be agreed to by both parties before any further work proceeds. Alterations and other changes requested after project completion are billed at standard hourly or package rates.

2.8. The Wedding Planner is entitled to deviate from the agreed services and will use her judgement when taking action in regard to changes, weather, tardiness, non performance etc. based on the situation, time limitations and/or the Clients' wishes. Any changes are to be documented and communicated on to the Clients in writing. The Clients reserve the right to disagree with any deviations including in an event where the deviation leads to additional charges being payable by the Clients or where the quality of the service is reduced.

### **3. Vendor Management**

3.1. Based on preliminary discussions, the Wedding Planner will gather offers from appropriate vendors, according to the wishes of the Clients, within the wedding budget (which is subject to change depending on the final venue choice, wedding day scenario, the Clients' vendor and service choices and number of guests), for the defined fees.

3.2. Where different options are available, the selection of the vendors proposed by the Wedding Planner is made by the Clients, unless otherwise agreed. Contracts can be closed between SWC and the chosen vendors (for low cost services) or directly between the Clients and the chosen vendors (for high cost services, eg: flights, accommodation, receptions). In that case, it is the Clients' sole responsibility to pay all vendors and/or venues in a timely manner.

3.3. The Wedding Planner will exercise reasonable care and skills in locating and recommending any vendors for the Clients. However the Wedding Planner is not responsible for the conduct and/or performance of any vendor.

3.4. The Wedding Planner does not recommend hiring vendors outside the list of SWC approved Vendors.

3.5. Should the Clients choose to book other vendors, despite the recommendation at chapter 3.4, or without involving the Wedding Planner, or should they book certain vendors before signing the Wedding Planning Agreement, it is the Clients' responsibility to provide the Wedding Planner with copies of vendor contracts for all vendors they contracted on their own. Any fee or cost for the payment will be borne by the Client. Also, it is the Clients' responsibility to provide the Wedding Planner with contact names, telephone numbers, and scheduled timetables for all vendors involved in the wedding within 3 (three) days after they are hired, no later than 90 days prior to the wedding. Any dispute with these vendors will be handled directly between the Clients and the vendors.

3.6. In the event of any supplier/service provider's cancellation, the Wedding Planner may substitute a new supplier/service provider with reasonable advance notice to the Wedding Couple at its discretion, and any additional costs are to be paid by the Clients.

#### **4. Payment and Expenses**

4.1. The Wedding Planner's remuneration and expenses will be listed in detail in each Agreement, along with the agreed service packages, and does not include (as may be applicable) costs of bank fees, credit card or PayPal fees, translation, legalization or notarial charges, travel, accommodation, meal costs, or any fees incurred by other vendors.

4.2. Accepted forms of payment are cash, bank wire, credit card and PayPal payments in CHF (Swiss Francs). Upon quote acceptance, the Clients will have the opportunity to choose their preferred payment method and the desired number of installments for the event planning and coordination fees (maximum 3 installments).

4.3. The bank wire, credit card and PayPal fees will be borne by the Clients. For credit card payments, a fee of 2,9% of the invoice amount applies. For Paypal payments a fee of 3,5% of the invoice amount applies. For bank wire fees, the Clients are to consult with their bank regarding incurred wire fees. In any case, the clients is responsible that SWC receives the full invoice amount to their account.

4.4. Upon receipt of the Deposit Fee and acceptance of these terms & conditions by the Client, the Wedding Planner will reserve the date agreed upon and will not make reservations with another client for the same date. For this reason, the Deposit Fee paid is non-refundable, even if the date is changed or the wedding cancelled for any reason, including but not limited to, acts of God, fire, strike and/or extreme weather. Should the wedding date be changed, in agreement with the Wedding Planner's availability, the Deposit Fee and all payments made will be considered towards the final Service Fee.

4.5. Should an Agreement be signed before the event date is set, the Clients are to consider the Wedding Planner's availability and recommendations when choosing the final event date.

4.6. In case that the payments are not made within due date, an overdue notice will be issued within 7 working days, and then at 10 days' intervals. The fee for each overdue notice amounts to 50 CHF. Payments not received by due date will result in work cessation. The Wedding Planner reserves the right to refuse completion or delivery of work until past due balances are paid. Additionally weekly late charges of 1%, will be applied on unpaid balances every new started week.

4.7. The custom quotes are based on workload estimations and apply to the specified number of hours. Any additional hours will be charged as follows. However, they will not be incurred without the prior agreement of the Client.

- Planning hours during the planning and/or post-event debriefing phase - 60 CHF/hour/Wedding Planner

- Coordination hours during the main event day – 90 CHF/hour/Wedding Planner, 50 CHF/hour/Assistant
- Travel hours – 40 CHF/hour/Wedding Planner or Assistant

4.8. Transportation, meals and accommodation costs for meetings before and the coordination on the wedding day will be borne by the Clients for the Wedding Planner and her/his team, as follows:

- Travel costs at 0.80 CHF/km for trips outside the Bernese Oberland (limit: Thun) calculated starting from SWC home base in Wilderswil.
- Accommodation costs for the entire team, in an appropriate hotel that facilitates quick access to the wedding locations, including breakfast, if the venue is located more than 60 km away from Wilderswil, and/or if the Wedding Day(s) itinerary requires the Wedding Planner's on-site presence earlier than 9:00 am and/or later than 23:00
- Meals for all event days for the entire team

4.9. Expenses incurred on behalf of the Clients are not included in any fees and will be billed to the Clients. Reimbursable expenses may include, but are not limited to, office supplies (e.g., stationary, file folders, envelopes, CDs, etc.), mileage, long-distance telephone charges, and shipping and handling costs. Additional on-site visits will be billed for meeting time, round-trip travel time and mileage. An advance expense deposit may be requested. Payment is due upon receipt. The Wedding Planner agrees to provide notice of these charges, where possible, in advance of these fees being incurred.

4.10. The Service Fee does not cover any costs incurred by the booking of other vendors. These will be borne by the Clients and will be paid directly by them or through the Wedding Planner. Any costs incurred on behalf and on account of the Clients and paid in advance by the Wedding Planner to third parties (vendors) will be invoiced 1:1 + (plus) 8% VAT.

4.11. Additional agreements or changes that affect the agreed services or prices need to be explicitly agreed by the parties and documented in written form without delay.

## **5. Clients' Obligations**

5.1. The Clients are bound to provide the Wedding Planner a thorough status-quo description of their plans and ideas and inform the Wedding Planner in a timely manner of any changes that may arise in this regard.

5.2. Due to the virtual nature of the relationship, the Clients understand the importance of communication, especially via e-mail, and agree to respond to questions, requests and communications from the Wedding Planner in a timely manner. The Clients understand that the Wedding Planner is a business with other clients to serve, and require fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of the Clients will not constitute an emergency for the Wedding Planner. The Clients understand that the Wedding Planner may require detailed clarification of events/projects in order to meet expectations and provide the best support and highest quality work.

5.3. The Clients will provide all content, outlines, photos, etc., necessary for any special projects, if required by SWC. Source material must be clear and legible. The Clients are responsible for providing all pertinent information, and accurate, truthful and complete information, necessary for the Wedding Planner to perform or complete the contracted services or projects.

5.4. The Clients are obliged to provide the Wedding Planner the following documentation at the latest 10 days before the wedding day (where applicable): guest lists, seating charts, name cards, wedding favours, welcome bags, schedules, e-mail addresses of relevant guests, etc.

5.5. The Clients shall not change the date, time or location of the wedding without first contacting and advising the Wedding Planner of said changes, so as to determine if the Wedding Planner is still available to provide services. If the Clients change the date, time or location of the scheduled wedding, and the Wedding Planner is unavailable to provide services, then the Wedding Planner is released from all contract obligations, and shall in no way be held responsible or liable in any manner whatsoever for non-performance. The Clients also forfeit the Wedding Planner's Deposit Fee along with a percentage of the Service Fee, corresponding to the hours invested by the Wedding Planner up to the cancellation, for non-compliance with this Agreement.

5.6. In the event the Wedding Couple is forced to change the date of the wedding, and the Wedding Planner is available to provide services, every effort will be made by the Wedding Planner to transfer location reservations, sub-contractors and the wedding coordination support to the new date. The Clients agree that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Clients. There may also be additional charges above and beyond those set in the original Agreement. The Clients further understand that last minute changes can impact the quality of the event and that the Wedding Planner is not responsible for these compromises in quality.

## **6. Liability**

6.1. The Wedding Planner does not act as general contractor, but only as intermediary between the Clients and wedding vendors. Therefore, the Wedding Planner is not liable and cannot be held responsible for any supplier/service provider's performance or product, nor for any obligation that is delayed/not fulfilled and arising from the contracts between the Clients and third parties, including payment delays to the vendors.

6.2. The Wedding Planner is not liable for any delays or irregularities in document processing by the authorities, as well as any delays or the cancellation of the ceremony caused by the delayed delivery or lack of information and/or incorrect or incomplete documents provided by the Clients or authorities.

6.3. The Wedding Planner is neither liable for inconveniences caused by acts of nature or responsible for the private belongings of the Clients, wedding guests or vendors, present at the wedding locations on the wedding day.

6.4. Should the Wedding Planner be unable to perform any specific tasks in the planning of a wedding, due to the Wedding Planner's illness or hospitalization, the Wedding Planner will do her/his best to find a substitute Wedding Planner.

6.5. The Clients fully understand and agree that the Wedding Planner shall not be responsible or held liable in the event the Wedding Planner is prohibited from providing Wedding Day services due to illness, hospitalization, accident, transportation breakdown/disruption, traffic difficulties, acts of God such as inclement weather or other unforeseen impediments, or other cause of non-arrival on the day of the wedding.

6.6. The Clients agree that the accuracy of information supplied to the Wedding Planner is the sole responsibility of the Clients, and that the Wedding Planner is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by the Clients. The Clients assume full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. The Wedding Planner is not responsible for errors or omissions. Corrections will be made at no charge if they are brought to the Wedding Planner's attention within 30 (thirty) days after project completion and acceptance, if applicable. Corrections are not to be

construed with changes.

6.7. The Clients agree to exercise due diligence in their direction to Wedding Planner regarding preparation of materials, and must be able to substantiate all claims and representations. The Clients are responsible for all trademark, service mark, copyright and patent infringement clearances of material provided by the Clients. The Clients are also responsible for arranging, prior to service, any necessary legal clearance of materials provided by the Clients.

6.8. The Wedding Planner is not responsible for any events preventing the wedding to happen, such as fire, flood, earthquake or any other natural or human acts. (Force majeure)

6.9. The Clients shall indemnify, defend and save the Wedding Planner harmless from any and all suits, costs, damages or proceedings, including, but not limited to, the Wedding Planner's services, pertaining to any and all litigation in which the Clients are a party. The Clients shall pay all expenses incurred by the Wedding Planner, including, but not limited to, all attorneys' fees, costs and expenses incurred, should the Wedding Planner be named a party in any litigation to which the Clients are a party. The Clients shall further indemnify and hold harmless the Wedding Planner and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Clients, and from liability for injuries suffered by any person relating to the Clients. All reasonable precautions will be taken to safeguard the property entrusted to the Wedding Planner. The Wedding Planner will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. The Wedding Planner will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. The Wedding Planner will not be held liable for typographical omissions or errors. Any liability on the part of the Wedding Planner as determined by a court of law will be limited to the Deposit Fee paid by the Clients.

6.9.2 For any dispute arising between SWC and the Client, sole place of jurisdiction is Interlaken, Switzerland.

## **7. Cancellation Terms** (special conditions in regards of COVID19, please see paragraph 7.6.)

7.1. The Clients are entitled to terminate the Agreements no later than 30 (thirty) days prior to the event day, by written notice to the Wedding Planner. The cancellation takes effect only after written announcement by e-mail or in paper form, including an indication of reasons.

7.2. Should the Clients terminate the Agreement prematurely, the following payments are due:

- 25% of the total Service Fee for cancellation at least 6 months before the event
- 50% of the total Service Fee for cancellation 6 to 3 months before the event
- 75% of the total Service Fee for cancellation 3 to 1 months before the event
- 90% of the total Service Fee for cancellation 1 month to 21 days before the event
- 100% of the total Service Fee for cancellation up to 21 days before the event

Additionally any incurred cancellation-fees from partners/vendors are carried by the client.

7.3. The Wedding Planner is entitled to terminate the contract when payments are not made within due date or according to contractual terms, or for any material breach of this contract, against all summons. In this case, the Clients are bound to pay the agreed fees, plus the above mentioned overdue notice fees, minus the expenses saved by the premature termination, within 10 working days.

7.4. The Wedding Planner's discovery of new information, changes to agreed circumstances without

previous discussion, or other factors, which tend to circumvent standard policies or the law, may result in withdrawal. Should the Wedding Planner initiate the withdrawal, all fees will be returned, excluding the Deposit Fee as well as fair market value for all services/products already provided.

7.5. If the Wedding Couple changes the date/location of the wedding and the Wedding Planner is unavailable to provide services, then the Wedding Planner is released from all contract obligations and shall in no way be held responsible or liable for non-performance. The Client also forfeits all costs for non-compliance with this agreement.

#### **7.6. Cancellation Terms > addition from 01.02.2021 > special conditions in regards of COVID19**

The deposit fee remains non-refundable in any case (see Paragraph 4.4.)

The service fee will be void (in case it was to be settled on the day of the event) or refunded in full (in case it was already paid in advance) if the client has to cancel the event due to **COVID19 restrictions**.

In this case the written cancellation (letter or email) has to reach SWC at the latest 14 days before the event date.

**COVID19 restrictions is limited to:** the clients inability to travel due to border closures, flight cancellations or other international restrictions with **direct impact on the clients ability to reach the destination**

**Switzerland**. Therefore any further consequences of the COVID19 pandemic as: mandatory vaccination, obligation to wear a mask, social distancing, closure of restaurants or other services, inability of invited guests to reach destination Switzerland (family & friends) do not fall under above rule, as these are all predictable and must carefully be taken into consideration by the client at the moment of booking.

The COVID19 pandemic has impacted us for almost one year now. Restrictions and difficulties in travelling to foreign countries are predictable and to a large part unavoidable. Therefore the COVID19 pandemic is clearly not a "Force Majeure / Act of God" and shall not be treated as such.

**Please keep in mind that SWC is always willing to postpone your event to any date in the future (within 3 years of the initially booked date) at no extra charges.**

**Exempt of these special conditions in regards of COVID19** are all events, weddings, proposals, photo sessions that have been booked with SWC in the year 2020 and have already been postponed. For all these cases our "Contract Addendum" still applies.

## **8. Intellectual Property**

8.1. The parties agree to confidentiality on information acquired through the business relationship arising from this contract, also after contract termination.

8.2. The wedding concepts created by SWC are and remain SWC's intellectual property. The Clients are not allowed to forward or sell these to third parties.

8.3. The Clients are not allowed to implement the wedding concepts created and provided by the Wedding Planner without paying the agreed service fee, or without the Wedding Planner's written consent.

8.4. The Clients are informed that data derived from this contractual relationship is stored on a confidential basis.

## **9. Model Release**

9.1. The Clients agree that the photographers and cinematographers provide the Wedding Planner the full galleries of wedding photos and videos.

9.2. Should the Clients decide not to hire a photographer and/or cinematographer, or to hire a photographer and/or cinematographer outside the list of SWC's Approved Vendors, the Wedding Planner reserves the right to hire their own photographer and/or cinematographer at their own cost, to document the wedding for their own portfolio.

9.3. By entering an Agreement with the Wedding Planner, the Clients agree to the publishing of any of their photos and videos on the Wedding Planner's and involved vendors' websites, social media channels and blogs, on third-party blogs, in newspapers, magazines and television channels, for advertising purposes, as well as to answer wedding-related questions and provide feedback on their wedding and Wedding Planner's performance, when approached by wedding publications or other potential clients of the Wedding Planner. In all these cases SWC will respect the Clients privacy in a reasonable matter.

9.4. Should the Clients not agree to a full model release, they can choose from the following options:

- a) The Clients agree to the publishing of their photos and videos on the Wedding Planner's and involved vendors' websites, social media channels and blogs, on third-party blogs, in newspapers, magazines and television channels, for advertising purposes, only after approval of the photo-video selection by the Clients. The final selection must include shots of the couple and guests.
- b) The Clients do not agree to the publishing of any photos and videos where their identities and the identities of their wedding guests are recognizable, but only venue, decor, attire, details and shots with the couple from behind / without faces / blurry can be used - at a surcharge of 5% of the planning and coordination fee (excluding travel and meal costs).
- c) The Clients do not agree to the publishing of any photos and videos of their wedding - at a surcharge of 10% of the planning and coordination fee (excluding travel and meal costs).

## **10. Working Hours and Communication Rules**

10.1. In order to fulfil the obligations of the present contract, the Wedding Planner is not bound to specific working times, number of hours, regularity, schedules or places.

10.2. The communication between the Clients and the Wedding Planner will be done exclusively by e-mail, or during scheduled phone, Skype calls, or live meetings. The Wedding Planner shall respond to e-mails from the Clients on a timely basis and in any event as soon as reasonably practicable, following receipt of such e-mails.

10.3. Communication via chat apps (like WhatsApp, Facebook, Pinterest or Instagram Messenger) is accepted only in urgent matters during the last two weeks before the wedding.

10.4. Calls can take place during the following timeframes, and need to be scheduled minimum 24 hours in advance:

- Mondays to Fridays: 09:00-21:00 CET
- Saturdays: 10:00-14:00 CET

Calls outside these timeframes need to be scheduled at least one week in advance.

10.5. Information given or requests made during Skype, phone calls or personal meetings need to be summarized and confirmed by e-mail. In case of discussions that cause contractual changes, the new stipulations will be outlined by the Wedding Planner in an annex to the present contract and submitted to the Clients for reviewing.

## **11. Force Majeure**

11.1. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (*The Force Majeure*), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies,

insurrections, riots, wars, strikes, lock-outs, work stoppages, or other labour disputes, or supplier failures.

11.2. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

## **12. Additional Stipulations**

12.1. If any provision of the Agreement between Wedding Planner and Clients is held or deemed to be invalid or unenforceable to any extent when applied to any person or circumstance, the remaining provisions hereof and the enforcement of such provisions to other persons or circumstances, or to any other extent shall not be effected thereby, and each provision hereof shall be enforced to the fullest extent allowed by law.

12.2. Any waiver by either party of a breach or violation of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be binding unless executed in writing.

12.3. The Agreement, its Amendments, and referenced Attachments constitute the full and complete Agreement between the parties, and supersede all prior understandings and Agreements, including any and all prior Agreements, whether written or oral, between the parties. The parties acknowledge that they have relied solely on the covenants and representations set forth in the Agreement and no others. Any amendments to the Agreement shall be in writing and signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

12.4. The terms and conditions of the Agreement may be modified or amended as necessary only by written instrument signed by both parties.

12.5. The parties confirm that their identification data – Wedding Planner and Clients – and their legal representatives, provided and entered into this contract, correspond to reality, for which they take full responsibility.

12.6. The contract parties agree upon the headquarters location of the Wedding Planner – Interlaken, Switzerland – as competent court of jurisdiction and the application of Swiss law. In the unlikely event of a dispute and/or legal action, the Wedding Planner liability is strictly and completely limited to refund of money paid directly to the Wedding Planner for its services.

12.7. This Agreement becomes legally binding for both parties with payment of the Deposit Fees and checking the “I agree and understand the General Terms & Conditions” box on SWC’s Payment Form.

12.8. Therefore all client payments must be made through the means of the online Payment Form.