

## **ITALIA WEDDINGS – TERMS AND CONDITIONS**

Please read these Terms and Conditions carefully since they apply to all reservations or bookings made with Italia Weddings. All correspondence must be addressed to: Italia Weddings, 29 Packwood Close, Leamington Spa, Warwickshire CV31 1FL

### **Your contract with us**

The terms set out in these Terms and Conditions constitute the terms of the contract between you and Italia Weddings. It is important for you to read this document carefully before proceeding to make a booking with us. All contracts made between you and Italia Weddings will be subject to these Terms and Conditions. Your signature in the Booking Form will be taken as their acceptance by you and all other persons named in the Booking Form.

In these Terms and Conditions, reference to 'you' means the persons named on the booking form, 'we' means Italia Weddings.

### **Costs of the services**

Prices will only be provided to you in our written proposal which you will receive either by letter or email. Prices will usually be quoted as a whole and this will be clear in our written proposal to you. To confirm the proposal we must receive your completed Booking Form and a non refundable deposit of £750 (seven hundred and fifty pounds sterling). Terms of payment are set out in the section "Payments" here below.

The prices will be stated in English Pounds and can be subject to surcharges in case of increases in the Sterling/Euro exchange rates after the date of the written proposal. Any increase amounting to an equivalent of 1% of the price of your wedding arrangements, which excludes insurance premiums and any amendment charges, will be absorbed by Italia Weddings, if these price increases have been directly caused by the Sterling/Euro exchange rate. Any increase in the costs of your wedding arrangements over and above the 1% absorbed by Italia Weddings will have to be borne by you.

We also reserve the right to revise all prices should this prove necessary, for example in case Town Halls and/or the British Consular offices increase their fees. We will keep you informed of any increases or changes as the booking progresses.

You will also be charged with postal and bank costs that we will incur when sending documents and making payments on your behalf. These charges will be stated in our invoices.

### **The Booking**

Your booking will only be processed once we receive the original Booking Form, duly signed and completed with all the services that you require, and a NON REFUNDABLE deposit of £750 (seven hundred and fifty pounds sterling). This deposit covers our coordination fee and an initial payment for the confirmed wedding.

All bookings are personal to you and by completing the Booking Form you confirm that you are at least 18 years of age.

Your booking will relate to the wedding arrangements which you request us to book for you, whose price will be confirmed by us through our invoice or invoices.

The wedding arrangements will comprise any services rendered by us or by any suppliers that we instruct in respect of the wedding arrangements that we make on your behalf. Anything which is not charged for by us is not part of our contract with you, therefore we will not be liable for it in any way.

Please check that the details of your booking have been correctly recorded and inform us in writing of any discrepancy within 48 hours of receiving confirmation of the wedding

arrangements at the latest. If we do not receive details in writing of any discrepancy by that time, we will assume that your booking details have been fully and correctly stated, and we shall not be liable to you for the omission of any aspect of the arrangements. We always try to rectify mistakes and accept responsibilities if they are due to our negligence.

If you subsequently seek to change your booking, then this will be subject to the conditions contained in the section headed "Cancellation and change made by you: your liability" below.

### **The Deposit**

Any booking that you seek to make with us is subject to availability and to the payment of a NON REFUNDABLE fee of £750 (seven hundred and fifty pounds sterling) which must accompany your Booking Form.

### **Payments**

Once we receive the initial deposit we will confirm the booking of the ceremony and the reception ONLY (locations, venues, date and time) and issue a confirmation invoice. 50% of the cost of this service must be paid in full one month from the date of the invoice. The remaining 50% must be paid no later than 8 weeks before the wedding date.

Once the location, the date and the time of the ceremony have been confirmed, we will proceed with the booking of all the other services required by you in your Booking Form, which will be invoiced to you separately. 50% of the payments will be due on confirmation of the services. The remaining 50% will be due no later than 8 weeks before the required service date.

Some services providers in Italy may impose their own terms of contract which we, Italia Weddings as your planners and coordinators, are obliged to pass on to you. This could be, for example, reception venues or catering establishments, although the list is not exhaustive, who stand to lose considerable sums if cancellations are made. In some instances these services providers will protect their interests by imposing their own booking conditions which may include variations on our standard deposit percentage and payment timescale. If this is the case, then this information will be passed on to you before a booking is made. It is important to note that it is very difficult to provide you with a standard set of terms for wedding services, due to the dynamic range of services on offer, but you will be advised at every stage so that you can make a clear decision. When booking a service, please make sure that this service is required, as once the service is confirmed charges may ensue in case of cancellation. The payments required in advance by the venues will not be refundable.

Payments in sterling can be made in the following way: by cheque, and please allow at least 7 working days for the cheque to clear; by bank transfer, and please ensure that there are no bank costs to Italia Weddings. Euro payments will only be accepted by bank transfer.

### **The Balance**

All balances must be received at least 8 weeks prior to the required service date; if we do not receive the balance in full and on time, the booking will be treated as cancelled, in which case cancellation charges will apply. See paragraph 'Cancellation and changes made by you: your liability' below.

### **Cancellation and changes made by you: your liability**

If you wish to change your arrangements in any way after our confirmation invoice has been issued, we will do our utmost to make these changes, but you must be aware that it may not always be possible. Any request for changes to be made must be received in writing via post or email from the persons who made the booking.

It is important to note that certain arrangements may not be changeable after a reservation has been made, and any alteration request can incur a cancellation charge of up to 100% of that part of the arrangements.

If we are able to change your booking and you require us to do so, we have the right to levy an administrative charge according to the time spent by us and for the sums that we have incurred or will have to incur by way of liability to third parties resulting from the change. Please note that our third party suppliers also charge cancellation charges. An administration charge of £40 will be levied for the time spent in respect of each change of any item in the booking, in addition to any sums that we have incurred in liability to third parties, or any expense that we incur. We will not make any change to your booking in any event, even if such change is possible, until we receive the administration charge and your written request specifying the changes that you propose. We will not make the changes if these facilities are not available and availability is to be decided within our absolute discretion. If you require changes and you do not pay the administration charge, or if we decide in our discretion that the changes cannot be made and you do not adhere to the terms of your booking without any changes, your failure to do so will be deemed to be a cancellation of the booking by you, and cancellation charges may be levied in accordance with the scale of cancellation charges stated below. If you have any insurance or credit card cover in respect of your booking it is your responsibility to notify the persons with whom that cover is made of any change. If you do not notify them, then your cover may be invalidated. However, this relates to your arrangements with third parties and is not of any relevance to your arrangements with us

If you choose to cancel your arrangements with us at any time, you should notify us in writing as soon as you possibly can after you make your decision to cancel. We shall require written confirmation signed by you that you wish to cancel the arrangements, and we would appreciate knowing your reason for the cancellation. Written notification from the persons who made the booking must be received via post at our offices.

Since we incur costs in cancelling the service, you will have full liability, and as a rule of thumb, please ensure that you follow this cancellation structure, unless specified differently in your Booking Form.

In the event of a cancellation the couple will forfeit their £750.00 deposit and will be charged what follows:

From 8 to 6 months prior to the event 30% of the total value invoiced;

From 6 to 4 months prior to the event 50% of the total value invoiced;

From 4 to 2 months prior to the event 80% of the total value invoiced;

From 2 months to less than 7 days prior to the event 100% of the total value invoiced.

Note that the reason for these cancellation charges is that all payments to our suppliers need to take place well in advance to ensure that all the service providers confirm the service for you and that nothing is left to chance. Furthermore, service providers need to be sure that the event will take place and require payment in advance. The payments required by the venues and service providers in advance will not be refundable. The costs incurred for services booked but not used are not refundable.

### **Cancellation and changes made by us: our liability**

Occasionally we might find ourselves in the condition of having to make changes to our bookings, and we reserve the right to do so at any time. We will advise you of the change or cancellation as soon as we are able to, before your journey commences. If we have to make minor changes we shall not be liable to pay compensation to you. A minor change is any change which would not exceed 10% of the total price of the booking originally made. If there is a significant change to the booking due to an event beyond our control or for reasons of force majeure (see paragraph below), we will not be liable to you.

If there is a significant change, which is due to an event beyond our control, you will be offered a choice of an alternative comparable arrangement, if available, or a refund, where possible. This is because we do not ourselves provide the services to be performed in Italy. We use the facilities of suppliers who are able to provide those services. If our suppliers are not able to provide those services we shall not be liable to you in respect of the non-performance thereof. We shall be liable to you in respect of any failure by us to perform the terms of the agreement, which you make with us if you make a booking with us. Any compensation payable by us will be payable in accordance with the scale of compensation stated below.

#### **Compensation**

Period prior to the required services date when cancellation or significant alteration is notified by us:

More than 56 days - £200.00

43 to 56 days - £250.00

29 to 42 days - £300.00

15 to 28 days - £350.00

0 to 14 days - £480.00

#### **Reasons of force majeure**

While we accept responsibility for proven negligence and deficiencies caused by us, we cannot be held responsible when we are forced to make a change or a cancellation as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances may include transportation costs, an increase in VAT or other government imposed increases, considerable adverse exchange rate variations, technical transportation problems, natural or nuclear catastrophes, adverse weather conditions, war or threat of war, riots, acts of terrorism, fire, flood, civil strife, industrial disputes and similar events. The items stated are not exhaustive and any matter beyond our reasonable control will fall within this category.

#### **Liability at destination**

You are liable for all damage caused by you or by any member of the party specified in relation to your booking. You are liable for all sums charged to you, which are not included in the price or confirmed by us for the cost of your wedding arrangements in our confirmation invoices. Any third party services not included in the price will be considered as arrangements between you and third parties, and therefore we will not be responsible for any payment to them nor will we be responsible for any loss suffered by you in this respect. If your itinerary does not state the service and you discuss the service with the service provider when on site, you will pay for this service directly and you will be liable for this service.

**Production of relevant documents**

We will provide full details regarding the paperwork that is required from you and we ask you to make your own checks and not rely only on the information provided by your wedding coordinator or wedding planner. There are certain expenses to consider in procuring and processing your paperwork here in the U.K. and these expenses will be borne by you. It is your responsibility to produce all necessary documentation as to identification, status, passports and visas where necessary, travel documentation or other documents necessary to allow us to provide the wedding arrangements, which we have agreed to provide to you. If you do not safely keep and produce the necessary items or provide these to us or to any third party when we require it, either before commencement of the wedding arrangements or following commencement thereof, you may not be able to obtain or enjoy all or any of the services, facilities, celebrations or other items that we have agreed to provide to you under the terms of our contract with you. We shall not be liable to pay compensation to you in these circumstances or be liable to you in any way. The production of relevant and correct documents is wholly the responsibility of the client

Please note that you should carry some form of ID with you at all times in Italy.

**Delay**

In the event that you are delayed or otherwise prevented from complying with any of the relevant time schedules necessary for your wedding arrangements you must immediately inform us.

We shall need to know the reason for your delay. If the delay is not caused by our own fault we shall not be liable to you in respect of it. In the event of any delay occurring, which is not through our own fault, if requested and if possible, we will endeavour to assist you to overcome the consequences of that delay upon the receipt of the Administration Charge explained in the section headed 'Cancellation and changes made by you: your liability' above.

We are not liable to you in respect of any such delay. If we are not ourselves able to provide the services that you require, we may be able to provide contact details for other suppliers but these will be provided for you to choose as appropriate and without liability to us. No refunds will be given for unused services or other facilities in the event of such delay, and it is your responsibility to obtain suitable insurance cover, as you deem appropriate.

**Special Requests**

If you have any Special Request of services that are not included in the Booking Form, you will have to notify us of this in writing. However, we cannot be liable to you in respect of any Special Request unless we confirm that we are able to meet this request in writing. It is therefore your responsibility to ensure that you advise us of any special requests including dietary, health requirements or requirements as to the ceremony, celebrations or functions at the time of Booking, and that you obtain written confirmation of your Special Request by us.

**Pre-wedding visit**

The purpose of the visit is for you to view the locations and the venues suggested by us and ensure that they are right for you. No discussions about payments and Terms and Conditions will take place on site between you and the service suppliers. ITALIA WEDDINGS will not and cannot be held responsible or liable for any such discussions made on site.

If you would like a member of our team to accompany you to the various locations, this will be possible at a fee which will be subject to the number of hours required, the distances involved, whether transport will be required and so forth.

There will be an arrangement fee of £180 to apply for a logistical itinerary which will provide you with confirmed dates, times and full contact details of the persons who will be meeting you.

This fee is to be paid BEFORE the itinerary is arranged and is refundable ONLY if you decide to proceed with the booking through ITALIA WEDDINGS. It will be deducted from the payment of the final balance whose conditions are specified in the paragraph headed "The Balance".

### **Insurance**

We strongly recommend you to obtain insurance cover for any losses that you may suffer in respect of cancellation, delay, illness, accident, or other events, which could reasonably be covered by fully adequate insurance.

### **Literature**

The depiction of any item relating to the venue, facilities, services or other items that comprise your wedding arrangements, and that are provided to you by us, are by way of impression only. Pictorial images are put forward to provide certain information only and may not relate to the facilities services or other items that will be provided by us to you. These images are put forward to illustrate a theme only and we cannot depict specifically every facility offered to you. Therefore the images may relate to some other facility or service, which will not be provided to you.

From time to time works of maintenance, rebuilding, repair or renewal are required to buildings or machinery. This may be communicated to us or may not, as emergency works may need to take place. We cannot inspect each venue or facility advertised by us on a regular basis and we rely on the service providers/venues to keep us updated.

### **Information**

It is imperative that you read these terms and conditions and other written literature provided to you by us, so as to avoid misunderstanding and to assist us in our endeavour to provide you with a true, honest and fair description of our services.

### **Complaints**

We have provided you with the relevant information to understand the booking that you will make or have made, our commitment to you and your commitment to us, and we have endeavoured to avoid any misunderstandings. It is a condition of the contract that in the first instance you must lodge all complaints on location. However, in the event that you are dissatisfied with the facilities or services provided by us, you must raise your complaint with the person or persons appointed by us on site. Further, you must notify us of your complaint within 28 days of your return. You should always seek to obtain a local remedy in the first instance, and it is your obligation to do so. If you do not offer us the opportunity to rectify the problem on site, and if you do not comply with the complaints procedure set out herein, then we shall not be liable to you in respect of any loss that you may suffer or be liable to pay compensation to you.

### **Special Provisions**

- Point 1: Please ensure that you read this document, as it contains important information in relation to the contract between us.

- Point 2: Please note that, in respect to the wedding services that you require, there might be legal formalities, which will have to be considered by the Italian Authorities, or religious procedures, which may be required by religious institutions. We do not have any control over the requirements of such third parties, nor on the services that they provide and the obligations or requirements that they may impose. We will do everything we can to comply with your wedding arrangements, but as we do not have control over these specific components, we are not liable to you in the event of delay or failure in the provision of any service or requirements imposed. If this affects any of your wedding arrangements, then we shall not be liable to pay you compensation in this regard.

- Point 3: There will be a number of items to be selected by you in relation to your wedding arrangements: the precise number of guests, decisions on or modifications to menus, music etc. It is important to ensure that all of your requirements are carefully noted and are confirmed by us in writing. This is necessary to ensure that your requirements are accurately detailed and known to us. We require you to keep an accurate review of the documentation so that you may establish at any stage whether your requirements have been met. If for any reason there are any requirements that have been omitted, then please draw these to our attention in writing and we will confirm to you whether or not these requirements can be met.

- Point 4: As the services to be performed in respect of your wedding arrangements such as hairdressers, make-up artists, menus, table settings, music, flowers, photography etc. are to be conducted in another country we do not have the facility to separately supervise services provided by our sub-suppliers and in any event the nature of our business is to organize the introduction of such suppliers to you and not to manage the services carried out by them.

ITALIA WEDDINGS aims to provide you with the highest possible standard of service at all times. We will do everything we can to comply with your wedding arrangements and enforce the expectation of the highest level of service possible onto third party suppliers. However, we do not have any control over these third parties, therefore we are not liable to you or any of your party in the event of failure in the provision of any service, or requirements.

- Point 5: Ordinarily we shall require advance notice of your arrangements one year prior to your proposed wedding date, but in certain circumstances this may be reduced to 6 months. A greater amount of notice is more likely to be required in order to have a reasonable chance of securing your specified wedding venue. A lesser amount of notice may mean that your preferred venue is not available and that other options will have to be considered by you. This also applies to services provided by our other suppliers.

- Point 6: Any services, which are selected to be provided by our suppliers, will be chosen as appropriate within our reasonable discretion. In the event of any difference between your requirements and the services chosen by us within our reasonable discretion, our decision will prevail unless you have had written confirmation by us that we can meet your special request.

- Point 7: We must emphasise that we do not in any way wish to limit your choice, and we are prepared to make reasonable enquiries on any request that you make. It is important to appreciate that the price will vary according to your individual requirements. Each person has their own requirements, and we shall inform you of the pricing applied to your individual requirements, but we cannot guarantee that your requirements can or will be met.

### **Your Health and Safety**

It is important to remember that safety standards vary from country to country and can be lower than we are used to in the United Kingdom. Your well being whilst on holiday is

of prime importance to us, and we will do our best to ensure your holiday is safe and trouble free. However, we do ask that you take extra care while you are away.

**Fire Safety:** Always familiarise yourself with fire safety arrangements and exit routes from your accommodation.

**Personal Safety:** We recommend the use of safety deposit boxes at your hotels (there may be a small charge for this).

**Inoculations:** At present, there are no recommended inoculations for visiting Italy.

**Health and Hygiene:** We recommend that you obtain a valid EHIC (the replacement E111) from your Post Office.

Please note the EHIC form DOES NOT REPLACE A VALID TRAVEL INSURANCE.

### **Data protection**

Italia Weddings is committed to protecting your privacy. We will never release your personal details to any company outside Italia Weddings, unless it is necessary for the wedding arrangements. However we would appreciate your permission to use your photos for publicity purposes or for our web site, as well as any references you may want to provide. If for any reason you are not happy with allowing this to take place, please let us know in writing. If we do not hear from you, then we will assume that we have your permission to use your photos.

Our photographers may also require permission to use these photos, however please note that the Italian law allows the photographer to use their customers' photos, as the main copyright lies with the photographer.

### **Law and Jurisdiction**

Your contract with us is governed by English Law and to the exclusive jurisdiction of England and the Courts of England and Wales.

### **This Web Site**

We reserve the copyright and all proprietary rights in the site and all content. The material contained within the site is the property of ITALIA WEDDINGS unless identified as belonging to third parties. The name ITALIA WEDDINGS and any other marks, logos and graphics of ITALIA WEDDINGS displayed on the site are trademarks of ITALIA WEDDINGS. Other company and product or service names displayed on the site may be the trademarks of their respective owners. You are not granted any right or license to use any trademarks or pictures or text.

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