



## **GENERAL TERMS & CONDITIONS**

### **Definitions :**

- “Event” means the event in which the Event Manager has been engaged by your company to plan and organize;
- “Event Date” means the date of the Event;
- “Event Manager/ Planner” means VIP Impressions, LLC Sdn Bhd or Elysium Weddings Sdn Bhd;
- “Fees” means the fees agreed upon between the Event Manager and You as set out in the relevant quotation;
- “Your company / You” means the client who is engaging the Event Manager for the Event.;

### **Terms & Conditions :**

1. Terms of Payment: Fees shall be agreed as stated in the relevant quotation. 50% of the Fees is required as deposit for the reservation of the Event Manager’s dates and prior to commencement of work (“Deposit”) and 50% of the Fees is due on the Event Date. Payment may be made by direct deposit, or cheque in favor of VIP Impressions, LLC (Account No: xxxxxxxxxx). A charge of 10% of the total billing will be imposed on cheques returned for any reason. Event Manager reserves the right to charge interest at the rate of 2% per month.
2. Cancellation: Full payment of the Fees is required to be settled if the Event is canceled within 7 working days before the Event. If a substantial part of the Event thereof does not take place or is canceled and no substitute event is provided to the Event Manager by then, the deposit of 50% of the total billing will be forfeited.
3. D.C., Maryland and Virginia: All prices quoted are based on setup within the DMV unless specifically identified in the quotation/ proposal, EXCLUDING the attendance at any rehearsals and subject to availability. A revision in price and/or proposal is applicable prior to confirmation and final site inspection by related party(s).



4. Failure: All the rights that are released and quoted are only given subject to payment in full. The Event Manager reserves the rights to terminate the delivery of goods and/or services in its entirety and/or partially with the possibility of a monetary claim(s) as per order value should you fail in fulfilling any of the Terms terms & Conditions conditions stated herein, inclusive of Terms of Payment.

5. Additional Fee: An additional fee will be imposed upon confirmation for last-minute venue/ceremony installation/preparation written requests. The Event Manager and your company shall negotiate in good faith with a view to agreeing upon a fair and reasonable fee.

6. Change: You shall not change the date, time and/or location of the Event (“Event Details”) as listed in the quotation/proposal without first contacting and advising the Event Manager of said change so as to determine the Event Manager’s availability. When you change the Event Details, subject to the availability of the Event Manager, every effort will be made by Event Manager and staff to transfer location reservations, sub-contractors and support to the new date. In such an event, you agree that any expenses including but not limited to deposits and fees that are non-refundable and non-transferable, are your sole responsibility. There may also be additional charges above and beyond those set forth in paragraph 1 above. The Event Manager is not responsible for these compromises in quality in the event of last minute changes. If you change the Event Details and the Event Manager is unavailable to provide services, then the Event Manager is released from all contract obligations, and shall in no way be held responsible or liable in any manner whatsoever for non-performance. You shall also forfeit the deposit paid for non-compliance with these terms and conditions.

7. Permission: You confirm that the Event Manager is given the right and permission to use any and all images, both photographic prints and digital images and videos or other recording media, in their advertising, studio, literature, event exhibitions, editorial, trade or any other purpose and in any manner and medium. You release the Event Manager and its legal representatives and assigned from all claims and liability relating to said photographs, videos or other recording media. It is agreed that the Event Manager may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by the Event Manager. You acknowledge that this is for promotional purposes only and does not expect any compensation of any kind. There shall be no expiration period for this permission.



8. Co-operation: The Parties agree to positive cooperation and communication for the best possible results. The Event Manager is not responsible for the acts and omissions of key individuals or their failure to be present or to cooperate during the Event.

9. House Rules: Although all efforts to negotiate with the venue site management shall be made by the Event Manager, the Event Manager is limited by the guidelines of the venue site management. You agree to accept the results of their imposition on the Planner.

10. Loan Items: The Event Manager shall at all times retain ownership and title of any items loaned to you (“Loan Items”). All risks of loss or damage to the Loan Items from any cause will be assumed by you. The Loan Items shall be returned in the condition received from the Event Manager and the security deposit for the Loan Items as stated in the quotation/ proposal shall be refunded. Where the Loan items are damaged or lost, You shall be required to reimburse the Event Manager for the cost of the Loan Items. Failure to reimburse the Event Manager within 7 days upon receipt of the Event Manager’s invoice for the damaged and/or lost Loan Items will entitle the Event Manager to forfeit the security deposit .

11. Payments and Consents: For the avoidance of doubt, You are responsible for making the necessary payments and obtaining the relevant clearances and/or consents from the relevant authorities in respect of deposit payments; license fees payable to third parties and/or third party organizations or entities and/or any governmental or statutory licensing bodies, copyright clearance and obtaining the relevant insurance coverage for the Event.

12. You are also required to make provisions for the following upon confirmation, whichever applicable;

- i. Basic amenities (ie; water & electricity) nearest to the event ground.
- ii. Tentage c/w basic furniture and fittings.
- iii. Dressing room(s) & meals (for artiste & crew).
- iv. Security and barricades (for equipment & stage).
- v. Any other necessities deemed relevant and purposeful.

13. Limit of Liability: The Event Manager warrants and declares that every effort will be made to provide high quality services. You fully understand and agree that the Event Manager shall not be responsible or held liable in the event the Event Manager is prohibited from providing services due to illness, hospitalization, auto accident,



transportation breakdown/disruption, traffic difficulties, acts of God such as inclement weather or other unforeseen incapacitation or other cause of non-arrival on the day of the Event. The Event Manager will make every attempt to notify you and to provide for a substitute Event Manager who can provide services if time and resources permit. In any event, the Event Manager, his agents and assigns shall NOT be held liable for any compensation or any damages (including punitive) due to non-performance of any services resulting from such incapacitations, non-arrival, errors and/or omissions of any type. In no event shall the Event Manager (and/or its related entities), officers, directors, employees, or agents, be liable to you for any damages whatsoever resulting from any errors or omissions in any content or for any loss or damage or claims of any kind incurred as a result of you engaging of the Event Manager or the acts or omissions of you and/or your family, friends, guests, contractors, workmen, other vendors, suppliers), whether based on warranty, contract, tort, or any other legal theory, and whether or not the Planner is advised of the possibility of such damages. Further, the Event Manager bears no liability whatsoever for any compensation or damages for any form of injuries, disputes, damages, damages to property, indirect loss, direct loss, consequential loss or deaths as a result of the acts and/or omissions of any individuals or entities and participation and/or attendance of any individuals or entities during, before, and after the Event. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

14. Weather contingency: Cost of weather contingency is NOT inclusive of the quote. Similarly, when delays occur due to circumstances outside the Event Manager's control, an additional fee for the extra time involved will be charged at the hourly rate of \$250.00.

15. Non-guarantee: Although every possible care will be taken to plan and coordinate the Event and vendors for the Event, the Event Manager cannot place an unconditional guarantee on the above. In the event that any vendor cancels prior to the Event, you agree that the Event Manager may substitute a new vendor with advance notice to you and any additional costs are to be paid by you.

16. Indemnity: You shall indemnify and hold the Event Manager harmless against and all actions, proceedings, demands, claims, liabilities or damages, costs or expenses whatsoever or howsoever arising as a result of: (a) any omission, breach or non-compliance by you of these terms and conditions; and (b) any act or omission by your guests for the Event and/or any individuals or entities participating in or attending the Event and any form of injuries, disputes, damages, damages to property, indirect loss, direct loss, consequential loss or deaths arising or resulting



therefrom during, before, and after the said Event; including without limitation, those arising from or in connection with third party claims for breach of contract, personal injury, damage and/or loss, defamation, failure to obtain the relevant licenses, the infringement of any patent, trademark, copyright or other intellectual property rights.

17. Final Decision: The Event Manager's role is that of an advisor and planner. You shall make the final selections of the vendors who provide the services and the Event Manager shall implement such decisions. Final decisions and instructions relating to all aspects of the Event must be made by you although the Event Manager may be required from time to time to liaise and deal with your committee members who may provide instructions and opinions relating to the Event. You understand that the Event Manager is merely the planner and organizer for the Event and you shall not hold the Event Manager responsible for the quality of the goods and services provided by such vendors and acts and/or omissions of the respective vendors.

18. All terms & conditions will be deemed to be agreed and accepted once the job is executed and shall be binding on you even if you fail to sign on the relevant quotation and/or agreement prior to the Event Date. Any dispute or changes will have to be made with signed amendments prior to the commencement of the Event.

19. The quotation issued by the Event Manager for the Event , shall be taken, read and construed as an essential part of these terms and conditions.

20. This Agreement is these terms and conditions are governed by and is to be construed in accordance with the laws of the United States and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the United States.

## **TERMS OF USE OF THIS WEBSITE**

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These terms and conditions ("Terms") constitute a legal agreement between the Planner and you. By accessing [www.vipimpressions.com](http://www.vipimpressions.com) ("this website"), you affirm that you are either more than 21 years of age, or possess legal parental or guardian consent, and are fully able and competent to legally enter into the Terms, and unconditionally accept to be legally bound by these Terms. You are only authorized to use this website if you agree to abide by this Agreement. Please read these Terms carefully as your entry, access and use of this website is governed by these Terms and by entering, accessing and using this website, you agree to and accept the terms



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(C) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication, or ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;

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The Planner reserves the right to update or modify this website from time to time. Changes may be made to the website from time to time at the discretion of the Planner.

The Planner further reserves the right to deny or restrict access to this website to anyone at any time and/or to block access from a particular internet address to this website, at any time, without ascribing any reasons whatsoever.

## **6) INDEMNITY**



To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless us, our affiliates and related entities, and the officers, directors, employees and agents of each such foregoing entity, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal costs and expenses) arising from:

- (a) your use of and access to our Website;
- (b) your violation of any term of these Terms; or
- (c) your violation of any third party right, including without limitation any intellectual property, property, or privacy right.

This Clause will survive these Terms and your use of this website.

#### **7) NO AGENCY**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is created by these Terms.

#### **8) NOTICE**

Except as explicitly stated otherwise, any legal notices to the Planner shall be served on 110 Hyde Park, Stafford, VA 22556. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such a case, notice shall be deemed given three days after the date of mailing unless otherwise required by law.

#### **9) ASSIGNMENT**

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without any restriction whatsoever.

#### **10) GENERAL**

These Terms and any other terms and conditions incorporated hereunder, shall constitute the entire agreement between you and us concerning our Website.

The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.



These Terms operate to the fullest extent permissible by law. If any provision (or any part thereof) of these Terms is unlawful, void or unenforceable, that provision (or such part thereof) is deemed severable from the Terms and does not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision hereunder shall not constitute a waiver of such right or provision.

**I HAVE READ THESE TERMS AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.**