

TERMS OF USE

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OVERVIEW

The terms "we" "us" and "our" refer to BASHES & BUBBLY LLC. The terms "website" and "site" refer to this website: BASHESANDBUBBLY.COM. The terms "user" "users" "you" and "your" refer to visitors and customers/clients of this website. The terms "Service" or "Product" refers to the educational and informational content contained on this site, as well as general information about our services and products offered.

Thank you for visiting our website. The Terms of Use ("Agreement") is a legally binding agreement and applies to all users of our website and/or services. Continued use of this website is an acknowledgement of our Terms of Use and constitutes acceptance of the Agreement. Use of this website also represents that you have the right and capacity to enter into this Agreement. **If you are not accepting this Agreement or do not have the right, authority or capacity to enter into the Agreement, do not use this website.**

USE OF SITE

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REFUND POLICY

DIGITAL PURCHASES

Due to the digital nature of the Product and immediate access to all materials granted at the time of purchase, no refunds are provided under any circumstances.

EVENT PLANNING SERVICES & DESIGN

If you desire to cancel Services, reschedule Services, or if it becomes impossible for BASHES & BUBBLY LLC to render Services due to the fault of you or parties related to you, such as failure of the event to occur or failure of one or more essential parties to the event to show up in a timely manner, you shall provide notice to BASHES & BUBBLY LLC as soon as possible via email hello@bashesandbubbly.com. BASHES & BUBBLY LLC has no obligation to attempt to re-book further Services to fill the void created by your cancellation, rescheduling, no-show or if it becomes impossible for BASHES & BUBBLY LLC to provide the Services due to the fault of you (or parties related to you), and we will not be obligated to refund any monies you have previously paid towards the Total Cost. You are not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the event, or should it become impossible for us to provide the services due to the fault of you (or parties related to you) unless the Parties otherwise agree in writing. For instance, if we are able to secure another, unrelated client for the same date, then we may choose, at its sole discretion, to excuse all (or a portion of) your outstanding balance of the Total Cost. We may cancel this Agreement at any time. We shall refund 50% of monies previously paid by the Client.

In the event we cannot or will not perform its obligations, including but not limited to third party vendor emergencies and/or unavailability, in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to you via the Notice provisions detailed in the agreement; and
- Issue a 50% refund or credit of Service(s) rendered; and
- Excuse Client of any further performance and/or payment obligations in this Agreement if the entire Service cannot be performed.

MODIFICATION OF THIS AGREEMENT

These terms may be amended at any time and are effective immediately. The effective date is listed above and it is your responsibility to check this site periodically for any updates to this site. We reserve the right to update these terms.

SEVERABILITY

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in full force and effect.

ASSIGNMENT

This agreement is not assignable or otherwise transferable by you, and any such attempt to transfer, assign, delegate or sub-license is not valid.

INDEMNIFICATION

You agree to indemnify and hold us harmless, including costs and attorneys' fees, from any injury, damage or loss of any kind arising out of your use or misuse of this site, any product or service, or your violation of this Agreement.

WAIVER

You agree that the failure of BASHES & BUBBLY LLC to enforce any provision of this Agreement shall not be deemed a waiver of our rights under this Agreement to subsequently enforce any provision of this Agreement.

GOVERNING LAW

Any dispute arising out of or related to this Agreement or your use of this site shall be construed with and governed by the laws of the State of FLORIDA, and shall be resolved exclusively by courts in WALTON COUNTY, FLORIDA, applying FLORIDA law, to the exclusion of all other courts of any jurisdiction in any other state or country. You agree to waive any objections as to personal jurisdiction or venue and as to any claimed inconvenience of the chosen forum.

ENTIRE AGREEMENT

You agree that this Agreement contains the entire agreement between you and BASHES & BUBBLY LLC pertaining to this site. No other agreement, statement, or promise made prior to this Agreement will supersede this pertaining to this site.

HEADINGS

All headings are included for convenience purposes only and bear no impact on the construction of any terms of this provision.