



## WEDDING PLANNER AGREEMENT

THIS WEDDING PLANNER AGREEMENT (the "Agreement") dated \_\_\_\_\_

BETWEEN:

### CLIENT

Miss Bernadette Therese Murphy  
The Bungalow, Main Road, Wadshelf, Chesterfield, Derbyshire, S42 7BX

Mr Oliver David Curley  
The Bungalow, Main Road, Wadshelf, Chesterfield, Derbyshire, S42 7BX

(individually and collectively the "Client")

### CONTRACTOR

Mrs Sue Helm-Jones trading as Married in Manhattan  
1 Northway, Fleetwood, Lancashire ENGLAND FY7 8NG

## 1. BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## 1. SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Plan, create and deliver the destination wedding of Miss Bernadette Therese Murphy and Mr Oliver David Curley at Gapstow Bridge, Central Park, New York City, New York, USA on Wednesday 21<sup>st</sup> August 2019 (the "Wedding").

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### **3. TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of all Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 90 days' written notice to the other Party.

### **5. PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **6. CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP (£).

### **7. PAYMENT**

7. The Contractor will charge the Client a fee of £1265.00 for the Services (the "Payment").
8. A non refundable deposit of £632.50 (the "Deposit") will be payable by the Client on the date of this Agreement.
9. For the remaining amount, the Client will be invoiced as follows:
  - The remaining balance of £632.50 (50%) will be payable 28 days prior to the day of the Wedding, on Wednesday 24<sup>th</sup> July 2019.
10. Invoices submitted by the Contractor to the Client are due within seven days of receipt.
11. The Contractor will not be reimbursed by the Client for any expenses incurred in connection with providing the Services of this Agreement.

### **12. CONFIDENTIALITY**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client which would reasonably be considered to be proprietary to the Client where the release of that Confidential Information could reasonably be expected to cause harm to the Client, but this shall not include information that is publicly available, within the public domain or information that the Client has authorised the Contractor to disclose.
13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **15.OWNERSHIP OF INTELLECTUAL PROPERTY**

- 15.All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

## **17.RETURN OF PROPERTY**

- 17.Upon the expiry or termination of this Agreement, the Contractor will return to the Client any documentation which is the property of the Client.
18. In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recover from the Client any material which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

## **19.CAPACITY/INDEPENDENT CONTRACTOR**

- 19.In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## **20.NOTICE**

- 20.All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered by either electronic mail, by hand or by first class post to the Parties at the following addresses:
- Miss Bernadette Therese Murphy  
The Bungalow, Main Road, Wadshelf, Chesterfield, Derbyshire, S42 7BX
  - Mr Oliver David Curley  
The Bungalow, Main Road, Wadshelf, Chesterfield, Derbyshire, S42 7BX
  - Mrs Sue Helm-Jones  
Married in Manhattan, 1 Northway, Fleetwood, Lancashire ENGLAND FY7 8NG
- or to such other address as either Party may from time to time notify the other. If delivered by electronic mail or by hand, the motive shall be deemed to have been received on delivery and if delivered by first class post the motive shall be deemed to have been received two working days after posting.

## **21.INDEMNIFICATION**

- 21.Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **22.ADDITIONAL CLAUSES**

22. Details (names, business names, fees, web and social media contact points) of service providers contracted to deliver an agreed service on the Client's wedding day, will not be disclosed to any third party by the Client.
23. The Client gives permission for the Contractor to use photographs of them on their wedding day for viewing on their website and social media for promotional purposes only.
24. The Contractor is not responsible for any events preventing the wedding to happen, such as but not limited to fire, flood, earthquake or any other natural or human acts. The Contractor will use their judgement when taking action in regard to changes, weather, delays, non performance etc. based on the situation, time limitations and/or the Client's wishes.
25. In the event of any suppliers/service provider's cancellation, the Contractor will substitute a new service provider with advance notice to the couple.
26. In the event the Client is forced to change the date of their wedding, every effort will be made by the Contractor to transfer location reservations and sub-contractors to the new date. The Client agrees 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 Client. There may also be additional charges above and beyond those set in the original contract for which the Client will be responsible. The Client understands that last minute changes can impact the quality of the event and that the Contractor is not responsible for these compromises in quality. The Client understands that they will be responsible for the payment of any penalties imposed by a service provider, due to the service being provided, extending beyond the agreed period of hire (the 'Overtime').
27. Cancellation by the Client:  
In the event of a cancellation, refunds are limited to unearned fees. Deposits are non-refundable.
28. Cancellation by the Contractor:  
Should the Contractor be unable to perform any specific tasks in the planning of a wedding, due to the wedding planner illness or hospitalisation, unearned fees will be refunded and the Contractor will do their best to find a substitute wedding planner.

## **29. MODIFICATION OF AGREEMENT**

29. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

## **30. TIME OF THE ESSENCE**

30. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **31. ASSIGNMENT**

31. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **32. ENTIRE AGREEMENT**

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **33. ENUREMENT**

33. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **34. TITLES/HEADINGS**

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **35. GENDER**

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **36. GOVERNING LAW**

36. This Agreement will be governed by and construed in accordance with the laws of England and Wales.

### **37. SEVERABILITY**

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **38. WAIVER**

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### **SIGNED BY:**

\_\_\_\_\_ Miss Bernadette Therese Murphy

\_\_\_\_\_ Mr Oliver David Curley

\_\_\_\_\_ Mrs Sue Helm-Jones

Dated: \_\_\_\_\_