3IN1EVENTS

Wedding Agreement

This Agreement is made and shall become effective on _____, between 3IN1EVENTS and …….. Here in after referred to as clients.

Background:

3IN1EVENTS directly provides wedding planning, coordinating, information, and certain other related services and acts on behalf of the Client with Third Party Service Providers ('Services'). Third Party Services include but not limited to caterers, rental agencies, wedding officiates, musicians, bands, DJ's, entertainment, photographers and videographers, chefs, hotels, lodges and private estate properties. Hence, 3IN1EVENTS maintains a list of preferred suppliers of Third Party Services who provide such services in accordance with good industry practice ('Preferred Service Providers') without overlooking the Client wishes for 3IN1EVENTS to provide the Services to it.

NOW THEREFORE the Parties agree as follows:

Clause 1 - Agreement

This Agreement contains detailed terms and conditions in respect of provision of the services referred to herein. A simpler Short Form Agreement may, however, be executed between the Parties that shall incorporate by reference the terms and conditions of this Agreement (save where varied in the Short Form Agreement by agreement between the Parties, which variation shall then apply and take precedence).

Clause 2 - Wedding

The Wedding shall take place on ……at …….

Clause 3 - The Services

3.1 3IN1EVENTS shall plan, co-ordinate and act on behalf of the Client with service providers in respect of the provision of the Third Party Services set out at Clause 3.4 and/or other Third Party Services agreed between the

Parties. The Client shall select service providers of such Third Party Services from 3IN1EVENTS's list of Preferred Suppliers. Details of each item in Clause 3.4 below shall be agreed in writing between the Parties; this may be agreed by way of written correspondence between the Parties, which correspondence shall then form part of this Agreement. For the avoidance of doubt and notwithstanding the foregoing, the Client may, at 3IN1EVENTS's direction, be required to contract directly with certain providers of Third Party Services.

3.2 3IN1EVENTS shall provide a representative at the church/blessing ceremony and at the reception venue on the Wedding Day

3.3 3IN1EVENTS shall provide information in respect of necessary civil and/or religious requirements in the Client's home country.

3.4 Third Party Services

- Church or Blessing Ceremony
- Reception Venue
- Menu
- Wedding Cake
- Transport of Clients and Guests (Currently the services offered are booking of land and sea transport to include hire cars, coaches, buses, boats in Malawi.)
- Entertainment
- Hairdresser
- Beautician
- Photographer
- Videographer
- Floral Arrangements
- Accommodation Pre/Post Wedding

Clause 4 - Charges and Payments

4.1 Charges

3IN1EVENTS

The total amount payable by the Client for the Services set out in Clauses 3.1, 3.2 And 3.3 above, provided directly by 3IN1EVENTS is a fixed fee of 700,000.00 Malawian Kwacha.All other services, including Third Party Services, shall be charged additionally.
For the avoidance of doubt the Fixed Fee includes the Non-refundable Deposit referred to in Clause 4.2.1 below.

Third Party Service Providers:

Third Party Service provider shall issue a pro-forma invoice to the Client containing estimated charges in respect of each of the Third Party Services. The Invoice shall also set out a schedule of payments, in respect of such charges, to be made directly by the Client to Third Party Service Provider.

Any services requested by the Client, additional to those already agreed between the Parties must be agreed by 3IN1EVENTS and/or the Third Party Service Provider, as applicable, and if agreed will incur an additional charge. Certain of such additional services may, however, require a contract to be entered into directly between the Client and the Third Party Service Provider as 3IN1EVENTS may direct.

4.2 Payments

4.2.1 The Client shall, at the time of signature of this Agreement, as a retainer of 3IN1EVENTS to provide the Services pay an initial non-refundable deposit of MWK100,000 to 3IN1EVENTS; and

4.2.2 The balance of the Fixed Fee will be invoiced separately and paid 14 (fourteen) days prior to the Wedding Date.

4.2.3 The Client shall, in respect of Third Party Services, pay to directly to the Third party Service Provider the amounts set out in the Invoice and in accordance with the schedule of payments therein.

4.2.4 Should the Client have a bona fide dispute in respect of any charges the Client shall notify 3IN1EVENTS of the nature of such dispute in writing within 14 (fourteen) days of date of pro-forma or balancing invoice as the case may be. All amounts, both disputed and undisputed, shall however, be paid in full and in accordance with the payment provisions above and the Client shall be refunded the bona fide disputed amount in the event that such refund is accepted by 3IN1EVENTS to be justified. Notwithstanding the foregoing, any invoice or part thereof not disputed within fourteen (14) days of the date of invoice shall be deemed to be accepted and payment shall be made in accordance with the above provisions.

4.2.5 Payments to 3IN1EVENTS may be made in cash, by certified cheque, or by electronic transfer as agreed by 3IN1EVENTS, without any form of set-off, crossclaim or condition, to the following bank account:

Confidence Banda:

NATIONAL BANK
Account no. 1004637573
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Clause 5 - Contact Details

3IN1EVENTS

Registered address: AREA 18B, 3/26 LILONGWE

Mobile No.: 0884068092

Email: confidence.3in1@gmail.com

The Client

Address:

Telephone No:

Mobile No;

Email:

Clause 6 - Date Changes

6.1 In the event that the Client changes the Wedding Date to another date ('New Date'), all reasonable efforts will be made 3IN1EVENTS to provide the Services to the Client on the New Date; for the avoidance of doubt the New Date shall then become the Wedding Date. The Client agrees that in the event of a change of the Wedding from the initial Wedding Date any and all debts, charges, expenses and payments in respect of the Wedding on that date including but not limited to any and all non-refundable deposits and/or deposits not transferrable to another venue shall be the sole responsibility of the Client. For the avoidance of doubt, the Client shall, in addition to such amounts also be liable for all further debts, charges, expenses and payments arising out of or associated with the Wedding on the New Date.

The Client further understands and acknowledges that changes made by the Client to the Services and/or the Third Party Services close to the Wedding Date may adversely impact the quality of both the Services and the Third Party Services and that neither 3IN1EVENTS nor the providers of the Third Party Services shall be liable in any way whatsoever for such adverse impact.

Clause 7 - Cancellation

In the event of cancellation of the Wedding all payments made by or on behalf of the Client to 3IN1EVENTS shall be forfeit.

For the avoidance of doubt the Client shall, in addition to the charges in respect of the services provided or to be provided under this Agreement, also be liable for all debts, charges, expenses and payments arising out of or associated with the cancellation.

Clause 8 - Warranty

3IN1EVENTS warrants that its Services shall be performed in accordance with industry practice. For the avoidance of doubt 3IN1EVENTS does not provide any warranty whatsoever in respect of the performance or quality of Third Party Services or any services not the Services, nor shall 3IN1EVENTS y be liable in any way whatsoever in respect thereof.

Clause 9 - Indemnity

The Client indemnifies, will reimburse and holds harmless 3IN1EVENTS, its directors, officers, employees, agents servants and subcontractors from and against any and all claims, demands, suits, judgement s or causes of action, including costs and expenses incidental thereto, for or on account of injury to or death of persons (including but not limited to employees, servants and agents of the Client) or for loss of or damage to property (including but not limited to the property of the Client) howsoever arising out of the performance or non-performance of this Agreement and of whatever nature (whether in contract, tort under statute or otherwise at law or in equity) unless due to the recklessness of3IN1EVENTS.

In no circumstances shall either Party be or become liable to the other for any indirect, incidental or consequential loss or damage (including without limitation loss of revenue or use, loss of profits, wasted expenditure, diminution in value or loss of agreements) suffered or incurred by the other in connection with this Agreement.

Clause 10 - Limitation of Liability

LIMITATION OF LIABILITY UNDER THIS AGREEMENT:
EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT THE WARRANTIES SET FORTH HEREIN, THE OBLIGATIONS AND LIABILITIES OF TEAM UNDER THIS AGREEMENT, AND THE RIGHTS AND REMEDIES OF THE CUSTOMER UNDER THIS AGREEMENT ARE EXCLUSIVE OF AND ARE ACCEPTED BY THE CUSTOMER IN LIEU OF ALL OTHER REPRESENTATIONS
AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR ANY OTHER LIABILITY OF ANY NATURE WHATSOEVER IN RESPECT OF WORK DONE OR SERVICES PROVIDED OR ANYTHING DELIVERED BY 3IN1EVENTS.

WITHOUT LIMITATION OF THE FOREGOING EXCEPT WHERE EXPLICIT PROVISION IS MADE HEREIN FOR LIQUIDATED DAMAGES 3IN1EVENTS WILL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR DAMAGE, FOR LOSS OF USE, REVENUE OR PROFIT OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM 3IN1EVENTS'S
PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES. THIS WARRANTY MAY NOT BE EXTENDED OR ALTERED EXCEPT BY AMENDMENT IN WRITING OF THIS AGREEMENT.
WITHOUT PREJUDICE TO THE FOREGOING AND FOR THE AVOIDANCE OF DOUBT ALL FURTHER CONDITIONS, WARRANTIES OR REPRESENTATIONS WHICH MAY BE EXPRESSED OR IMPLIED BY STATUTE, LAW IN EQUITY BY TRADE USAGE OR CUSTOM OR OTHERWISE IN THIS AGREEMENT OR IN RELATION TO THE SUPPLY OF SERVICES ARE HEREBY EXPRESSLY EXCLUDED.

Clause 11 - Suspension, Cancellation and Termination

In the event that 3IN1EVENTS has not received the agreed payments on the due dates for any reason, the following shall apply:

(a) During days 1-15 following the relevant due date no further Services shall be provided; and

(b) On day 16 following the relevant due date all services (including Third Party Services) provided or to be provided in respect of or on behalf of the Client shall be cancelled; and.

(c) On day, 17 following the relevant due date all amounts outstanding to 3IN1EVENTS shall become immediately due and payable and this Agreement shall terminate without notice.

(d) Notwithstanding and in addition to the foregoing, either Party may terminate the Agreement by written notice to take immediate effect if the other Party commits a material breach under this Agreement which is not capable of remedy or, if capable of being remedied, has not been remedied within 5 (five) days after the receipt of a notice in writing requiring the same to be remedied. For the avoidance of doubt all amounts outstanding to 3IN1EVENTS shall become immediately due and payable including any and all debts, charges, expenses and payments in respect of or associated with the Wedding and the cost of any commitments undertaken by 3IN1EVENTS in contemplation of the continuance or completion of the Services which cannot be cancelled, recovered or otherwise utilized.

All deposits shall be retained by 3IN1EVENTS.

Clause 12 - Force Majeure

3IN1EVENTS shall not be liable for any failure to perform its obligations or delay in performance of the same under this Agreement where such failure or delay is due to Acts of God, war, invasion, or military action, acts, orders, civil disturbance, strikes, lock outs, trade disputes causing cessation or slow-down of work, or inability to procure services or material after due and timely diligence, late deliveries or late performances of services from sub-contractors or suppliers, breakdown of machinery, fire, flood or accident or any cause beyond the reasonable control of 3IN1EVENTS whether or not similar to the causes specifically mentioned herein.

Clause 13 - Miscellaneous

This Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

13.1 Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable for any reason, the remaining provisions shall continue to be legal, valid and enforceable. If a court finds that any provision of this Agreement is illegal, invalid or unenforceable, but that by limiting such provision it would become legal, valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The benefit and burden of this Agreement is not assignable by the Client without the prior written agreement of 3IN1EVENTS no term of this Agreement may be enforced by a person who is not a party to it.

13.2 Waiver of Contractual Right

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Clause 14 - Interpretation

Where required by context, the use of the singular shall be construed to include the plural and vice versa, and the use of any gender shall include all genders;

Unless otherwise stated, references to a particular Clause number are a reference to that clause in the document, which the said reference is made;

The Clause headings shall not affect the interpretation of this Agreement.

Clause 15 - Entire Agreement

This Agreement contains the entire agreement of the Parties in respect of the subject matter hereof, and supersedes all prior agreements whether oral or written between the Parties. The Client has had the opportunity to take legal advice in respect of this Agreement and confirms that he fully understands its nature and the benefits, obligations and liabilities arising hereunder.

Clause 16 - Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Malawi and the Parties agree to submit to the jurisdiction of the Malawi Courts.

SIGNATURES:

For and on behalf of 3IN1MALWI Events Ltd.

By:_____Date:_____

Confidence Banda

The Client.

By: _____ Date: _____

By: _____ Date: _____