



TERMS AND CONDITIONS CLAIRE MORELLI

ARTICLE 1: DEFINITIONS

Agreement: means the agreement with the Customer in relation to the Services and/or the Products.

Customer: means the client under the Agreement and the T&C.

T&C: means these terms and conditions.

CLAIRE MORELLI: means the provider of Services and/or Products under the T&C and the Agreement.

Party: means individually CLAIRE MORELLI or the Customer.

Privacy Statement: means the privacy statement available on the Website, according to which CLAIRE MORELLI process personal data.

Product(s): means the product(s) referred to on the Website, a Web Platform, or any other document from CLAIRE MORELLI (leaflet, etc.).

Service(s): means the service(s) referred to on the Website, a Web Platform, or any other document from CLAIRE MORELLI (leaflet, etc.).

Web Platform: means any web platform or applications used by CLAIRE MORELLI to organize and/or promote the Services and/or Products, e.g. but not exclusively the Eventbrite platform, social media accounts, etc.

Website: means CLAIRE MORELLI's website available at www.clairemdesign.com.

ARTICLE 2: APPLICABILITY OF THE T&C

The T&C apply exclusively to the Agreement and to any offer, estimate, quote, Proposal, Product or Service from CLAIRE MORELLI, including those advertised on a Web Platform. Any other document from the Customer or any other party (e.g., without limitation, terms and conditions of the Customer, etc.) shall be deemed not applicable.

CLAIRE MORELLI is entitled to amend the T&C. The latest version will be available on the Website. It can also be requested by email.

ARTICLE 3: FORMATION OF THE AGREEMENT / AMENDMENTS

The Agreement between CLAIRE MORELLI and the Customer is formed once the Customer has signed up for CLAIRE MORELLI's Services and/or Products on the Website, through Web Platforms, or has approved its Proposal by email.

The T&C are part of the Agreement.

The T&C or the Agreement can only be amended with the preliminary written consent of CLAIRE MORELLI.

ARTICLE 4: TERM AND TERMINATION

The term of the Agreement is specified on the Proposal, the Website, a Web Platform, or any other document from CLAIRE MORELLI.

In case of non-performance under the Agreement or the T&C, the complaining Party shall request in writing from the non-performing Party compliance with its obligations within a 10 (TEN) calendar days' notice period. In case of inaction from the non-performing Party within this period, the complaining Party shall be entitled to terminate the Agreement immediately in writing and without further notice period, without prejudice to Article 6 of the T&C and without prejudice to any further liabilities.

To the extent allowed by the applicable law under Article 13 of the T&C, CLAIRE MORELLI is entitled to terminate the Agreement in case of bankruptcy of the Customer, or admission of the Customer to a statutory scheme of debt restructuring or insolvency (e.g. but not limited to judicial settlement, liquidation, etc.).

ARTICLE 5: PROPOSAL AND PRICES

Unless otherwise specified, a Proposal is valid for 60 (SIXTY) calendar days from the day it was sent to the Customer by CLAIRE MORELLI. Details of the Products and Services are indicated in the Proposal.

Applicable prices, including expenses if any, are stated on the Proposal, on the Website, any Web Platform, or any other document from CLAIRE MORELLI. Prices are increased by the applicable VAT if need be. Additional Services and/or Products requested by the Customer are either booked through the Website or a Web Platform or are detailed in an additional Proposal, if need be, with the relevant financial conditions.

ARTICLE 6: PAYMENT

Unless otherwise stated in the Proposal, the prices shall be paid and received before the performance of the Agreement, upon invoicing from CLAIRE MORELLI if need be.

CLAIRE MORELLI is entitled to withhold the performance of the Agreement until the payment has been made according to this provision.

If the Customer fails to pay on time, CLAIRE MORELLI reserves the right to charge statutory interests compounded to the extent allowed by the applicable law under Article 13 of the T&C, increased by any recovery costs allowed under the same.

Any expenses incurred by the Customer (e.g., but not limited to travel costs, etc.) shall be borne exclusively by the Customer.

ARTICLE 7: CANCELLATION

There shall be no refund of the Services and/or of the Products, except under this provision and under Article 9 of the T&C for online items.

ARTICLE 8: INFORMATION / COOPERATION

The Customer shall immediately inform CLAIRE MORELLI of any fact or circumstance that may be of importance for and/or affect the performance of the Agreement.

The Customer shall provide in a timely manner all the correct and complete information and documents requested by CLAIRE MORELLI for the performance of the Agreement.

Information about the use made of personal data is detailed in the Privacy Statement, available on the Website.

ARTICLE 9: FORCE MAJEURE

For the purpose of this provision, a force majeure event is defined as illness, accident, power cut, adverse or severe weather conditions, fire, flood, earthquake, elements of nature, civil disorders, epidemic, pandemic, governmental acts, etc., as well as those cases recognised by the applicable law under Article 13 of the T&C.

CLAIRE MORELLI shall be excused, without any liabilities, including under Article 11 of the T&C, for any non-performance of the Agreement, in whole or in part, for any period of time, in case of a force majeure event.

In that case, CLAIRE MORELLI shall notify the Customer as soon as possible by phone, to be confirmed in writing within 7 (SEVEN) calendar days, of the occurrence of the force majeure event, and state, in reasonable detail, the Services and/or Products that are thereby delayed or prevented.

ARTICLE 10: COMPLAINT

If the Customer has any complaint regarding the performance of the Agreement, they shall immediately contact CLAIRE MORELLI by email, with a description of the complaint and all the relevant details, in order for CLAIRE MORELLI to be able to respond adequately, without prejudice to Article 6 of the T&C.

ARTICLE 11: LIABILITY / DISCLAIMER

CLAIRE MORELLI shall perform the Agreement on a best-efforts basis.

To the extent allowed by the applicable law under Article 13 of the T&C, the total liability of CLAIRE MORELLI under the Agreement and the T&C shall be limited, all damages included, to 0,5 the total amount excluding taxes actually paid by the Customer to CLAIRE MORELLI under the Agreement, with a maximum of 5.000,00 (FIVE THOUSAND) euros.

To the extent allowed by the applicable law under Article 13 of the T&C, in no circumstances shall CLAIRE MORELLI be liable for any indirect and/or immaterial and/or future damages, such as but not limited to, consequential loss or damage, indirect loss, forgone profits, missed savings, loss of opportunity. etc.

CLAIRE MORELLI shall not be liable due to incompleteness or incorrectness of any information or document provided by the Customer.

Any material provided by the Customer to CLAIRE MORELLI for the performance of the Agreement is either the Customer's own property, or a third party's property provided that the Customer has obtained the necessary rights to use such material. In any case, the Customer guarantees that CLAIRE MORELLI shall never be liable in case of any infringement, including intellectual property rights infringement on such material, and that the Customer shall bear full liability in that matter.

ARTICLE 12: REFERENCE

To the extent allowed by the applicable law under Article 13 of the T&C, the Customer expressly agrees and undertakes in advance to authorise hereby CLAIRE MORELLI to mention the Customer's business name and display their logo on the Website or through any other communication tool, in order to provide marketing content or advertisement for CLAIRE MORELLI.

ARTICLE 13: APPLICABLE LAW

The existence, validity, construction, interpretation, performance and termination of the T&C and the Agreement shall be governed in accordance with the laws of THE NETHERLANDS.

ARTICLE 14: DISPUTE

To the extent allowed by the applicable law under Article 13 of the T&C, any disputes in connection with or arising out of the Agreement or the T&C that cannot be settled amicably, shall be heard and any actions exclusively brought to the competent court having jurisdiction over CLAIRE MORELLI's registered office at the time of the dispute.

ARTICLE 15: CONTACT

CLAIRE MORELLI is registered with the Trade register of AMSTERDAM, THE NETHERLANDS under number 59295538, with VAT number NL002448170B93.

CLAIRE MORELLI can be contacted at claire@clairemdesign.com or clairemorelli@icloud.com.

Any email correspondence shall be sent to this address only.

ARTICLE 16: GENERAL PROVISIONS

If any provision of the Agreement or of the T&C is declared or become void or invalid, in whole or in part, whatever the reason, this shall not affect the remainder of such provision and the other provisions of the Agreement or of the T&C, which will remain in full force.

In case of translation of the T&C, the translated version will only serve an informative purpose and will bear no legal value. Consequently, the present English version remains the reference version and shall always prevail if a discrepancy arises with a translated version.
