



Conditions Générales De Vente -SM CONSULTING

The present general terms and conditions of sale relate to the company SM CONSULTING, whose trade name is ATOUT CŒUR WEDDING/TEAM PARTNER, an event organizer for BtoC (with Atout Cœur Wedding) and BtoB (with Team Partner).

They constitute the framework of the contractual and financial commitments offered to its clients.

These general terms and conditions of sale form an inseparable whole with the service provision contract and are provided upon the conclusion of the latter.

The fact that the company SM CONSULTING does not invoke at a given moment any of these general terms and conditions of sale cannot be interpreted as a waiver to invoke any of the aforementioned conditions.

Article 1- CONDITIONS AND MODIFICATIONS OF SERVICES AND RATES

The services described in the brochure as well as the illustrations and/or photographs are given for informational purposes.

All interventions of the company SM CONSULTING related to services described in the brochure will be subject to a detailed and personalized estimated quote delivered or sent to the Client by email or regular mail.

In case of contradiction between the services listed in the brochure and those listed in the quote sent to the Client, the services in the quote are applicable.

The services and rates listed in the brochure are indicative and only the accepted and signed quote with a paid deposit becomes contractual.

Requests for possible changes to a quote (such as change of event date, scope of services, etc.) must be accepted by both parties and could possibly affect the price of the service.

An additional quote will be presented to detail the changes.

The prices of the services are indicated in euros including all taxes and are payable in this currency regardless of the Client's nationality.

Article 2- AGENCY RESERVATION GUARANTEE

The prices listed on the quotes established by us are guaranteed until the option date. This date serves as a reference for receiving your written confirmation, which must be accompanied by a 30% deposit of the total invoice amount.

Article 3- TRAVEL EXPENSES

For events in Ile de France, other provinces, or abroad.

Travel expenses for transport (train, car, or plane) are the responsibility of the client for both the event day and reconnaissance trips.

The accommodation of agency staff present will be at the client's expense based on a 2-star hotel in a single room. The accommodation of the Agency's staff present on site shall be **borne by the Client**, based on a hotel such as **Ibis Styles** or **Kyriad**, in single rooms.

For travel by car, the current tax scale will be used to calculate the applicable coefficient.

Article 4- CANCELLATION CONDITIONS - RIGHT OF WITHDRAWAL

If the cancellation initiated by the Client occurs:

- Less than 24 hours to 180 days before the event date, the Client will be charged 100%
- Between 179 and 240 days before the event date, the Client will be charged 80%
- More than 240 days before the event date, the amounts paid will remain acquired.

In any event, the deposit paid to the agency at the time of booking shall not be refunded and shall be set off against the compensation payable by the Client in the event of cancellation.

Any cancellation initiated by the Client must be made by registered letter with acknowledgement of receipt. No email or voicemail message will be accepted as valid notification.

In the event of cancellation without prior notice, without legally valid justification, or if the Client fails to appear on the day of the event, SM CONSULTING reserves the right to claim compensation equal to 100% of the final invoice amount, in addition to any costs incurred and arising from the cancellation without notice.

SM CONSULTING reserves the right to cancel the contract within 30 days following its signature if the clients exhibit relational difficulties likely to compromise the work entrusted to the agency and/or in the event of non-compliance with the agency's policy regarding its operations and working methods. Amounts already paid will not be refunded. No fees may be claimed from the agency by the client in this respect.

Right of withdrawal: In accordance with Article L221-18 of the French Consumer Code, the consumer is, in principle, entitled to a right of withdrawal within fourteen (14) days from the conclusion of the contract.

However, pursuant to Article L221-28, paragraph 12, this right of withdrawal does not apply to the provision of services relating to leisure activities to be supplied on a specific date or within a specific period.

The services offered by the agency, consisting of the organization and coordination of events scheduled on a fixed date (weddings, receptions, galas, seminars, etc.), fall within this exception. Consequently, no right of withdrawal may be exercised once an event date has been contractually fixed, and deposits paid are non-refundable.

Where the contract is concluded between professionals acting in the course of their business activities, the provisions of the French Consumer Code relating to the right of withdrawal do not apply.

Article 5- POSTPONEMENT OF THE EVENT

If it is not possible to hold the event on the scheduled date (including but not limited to the case of confinement imposed by the government or any other administrative or state restriction), the obligations of SM CONSULTING provided in the budget will be suspended pending a new event date based on the agency's availability.

The deposits paid at the time of file validation will then be retained by SM CONSULTING for a period of 12 months from the originally scheduled event date. After this period, the amounts received by SM CONSULTING will be retained (except in the case of temporary national regulation).

A postponement by the Client will result in a flat fee billed by SM CONSULTING corresponding to the new file processing costs caused by the postponement, with a minimum amount of 800 euros (10% of the minimum amount required in the package).

If the agency is unavailable and no new date is possible, the client cannot claim a refund of the amounts paid and must comply with the deadlines provided in the initial contract.

Article 6- PRESENTATION OF SERVICE PROVIDERS

SM CONSULTING will present the necessary service providers to the Client for the services until the Client's final choice. SM CONSULTING will accompany its clients in venue scouting, organizing virtual meetings for an initial presentation of service providers/clients for the rest of the service providers. However, SM CONSULTING will not attend catering tastings, as the choice of dishes is exclusively reserved for Clients.

Article 7- PRESENCE AND ROLE OF THE COORDINATOR/CONSULTANT

The presence of two people is planned for the coordination on the wedding day. However, if the Agency deems it necessary, for the proper execution of the service and the smooth running of the event, to add one or more additional staff members, this decision shall be at the Agency's discretion and shall not entail any additional cost for the Client, except for accommodation and travel expenses. This decision will be communicated to the Client in advance for validation. No time limitation applies on the wedding day: the team remains on site until the conclusion of the key moments.

SM CONSULTING assigns each Client a coordinator/consultant who will be present throughout the preparation of the event and on the day of the event.

Their role is to search for, present to the Client, and coordinate the various service providers involved in the event.

The coordinator/consultant ensures that the service providers chosen by the Client will fulfill the mission and role assigned to them.

The coordinator/consultant will be present on the day of the event to ensure the setup and synchronization of each service provider. The departure of the teams in charge and the coordinator will take place after the opening dance.

SM CONSULTING reserves the right to choose the coordinator/consultant present at the event

Article 8- SELECTION OF SERVICE PROVIDERS

The service providers involved for SM CONSULTING are indicated and presented by quotes.

The Client may choose a service provider outside of this selection, but the Client is required to inform SM CONSULTING at least two months before the event date and provide their contact information.

This does not imply a reduction in the package price of SM CONSULTING, and the agency declines all responsibility for the reliability and performance of the said service provider brought in by the client.

For weddings, the agency will not, under any circumstances, take care of the transportation of the bride and groom's attire or the wedding rings, as these are the Client's responsibility.

Article 9- INTELLECTUAL PROPERTY AND CONFIDENTIALITY/PERSONAL DATA

The present general terms and conditions of sale and the services included in the service contract shall not entail any transfer of intellectual property rights that may be implemented in connection with the service ordered.

The Client authorises SM CONSULTING, after the Client's prior written consent (by email), to mention the Client's name and to use photographs or any other media from the event in its commercial documents, in any form whatsoever, as commercial references.

The service provider may carry out processing of personal data on the following legal bases and for the following purposes:

On the basis of the legitimate interest of the service provider when the company pursues the following purposes:

- canvassing and business development,
- management of relationships with clients and prospects.

On the basis of compliance with legal and regulatory obligations, when the processing has the following purposes:

- invoicing or accounting.

The service provider shall take all appropriate measures to ensure the protection, integrity and retention of data held in the course of providing the service.

The service provider retains data only for the period necessary for the operations for which it was collected and in compliance with applicable regulations. In this respect, client data is kept for the duration of the contractual relationship plus a period of three (3) years for canvassing and marketing purposes, without prejudice to statutory retention obligations or limitation periods.

For accounting purposes, data is retained for ten (10) years from the end of the financial year. Data relating to prospects is destroyed after a period of three (3) years if no participation in or registration for the service provider's events has taken place. The data processed is intended for authorised personnel working for the service provider, as well as its suppliers (strictly limited to what is necessary for processing the files) and certain third parties (supervisory authorities, etc.).

Under the conditions laid down by the French Data Protection Act and the European General Data Protection Regulation (GDPR), natural persons have the right to access, rectify, query, restrict, port and erase data concerning them.

Provided this does not conflict with the purpose of the processing, data subjects also have the right to object at any time, on grounds relating to their particular situation, to the processing of personal data whose legal basis is the legitimate interest of the service provider, as well as the right to object to direct marketing.

They also have the right to define general and specific instructions concerning the manner in which their rights will be exercised after their death. These rights may be exercised by email to the data controller, Stefania Magro, at the following address: stefania@sm-consulting.fr, or by postal mail at the following address: 54 rue Greneta, 75002 Paris, France, accompanied by a copy of a signed identity document.

The data controller must respond within a maximum period of one month. In the event of refusal to comply with the request, the refusal must be reasoned. In such case, data subjects have the right to lodge a complaint with the CNIL (3 place de Fontenoy, 75007 Paris) or to bring the matter before a court of law.

Use of photographs – Weddings and corporate events

As part of the services provided by SM CONSULTING, photographs and/or videos may be taken during events.

Wedding events

The bride and groom are informed that images of their event may be used by SM CONSULTING for communication and promotional purposes relating to its activities (website, social networks, commercial brochures, presentation materials, etc.).

Photographs or videos in which the bride and groom are clearly identifiable will only be published in the absence of a written objection from them. Such objection may be made at any time by simple email sent to: stefania@sm-consulting.fr.

In the absence of written objection, SM CONSULTING may use the visual material produced in connection with the event, for an unlimited duration and on all media, exclusively for the promotion of its activities.

Corporate events

For professional and corporate events, SM CONSULTING is authorised to freely use photographs and videos depicting groups, general atmospheres and scenes in which individuals are not individually highlighted or specifically identifiable.

Where individuals are isolated or clearly identifiable, a written objection may be sent to the following address: stefania@sm-consulting.fr, and SM CONSULTING undertakes not to publish the images concerned.

Article 10- PRICE AND PAYMENT TERMS

For BtoC Events (Private Events)

The Agency's Package

The client shall pay the agency:

3-day package (welcome dinner, wedding day, brunch): 10% of the total budget, with a guaranteed minimum of €15,000 incl. VAT.

1-day package (wedding day): 10% of the total budget, with a guaranteed minimum of €10,000 incl. VAT.

Wedding day coordination only (excluding vendor sourcing): €5,500 incl. VAT.

Payment Terms for B2C Events

- A 30% deposit is due upon signing the contract.
- The balance for the minimum fee of €15,000 incl. VAT or €10,000 incl. VAT will be calculated pro rata based on the months remaining until the event date, it being understood that the full amount must be paid no later than one month before the event.
- The balance between the guaranteed minimum and the 8% fee shall be paid no later than one month after the event, in order to allow both parties to finalize and validate invoices and the final budget.

Day-of Coordination Package

- Fixed fee: €5,500 incl. VAT

A 50% deposit is due upon signing the service contract.

The remaining 50% balance must be paid one month before the wedding date.

For BtoB Events (Corporate Events)

- For customized or à la carte events, the agency fee is 10% of the total event budget (excluding VAT), with a minimum guaranteed fee of €15,000 excl. VAT.
- For other events, the agency fee is included in the net selling price (excl. VAT) of the services proposed to the client.

Payment Terms for BtoB Events

- A 50% deposit is due upon signing the service contract.
- A second deposit of 30% is due 4 months before the event.
- The remaining balance is due 1 month before the event, after the final calculation of the 10% agency fee based on the total budget, ensuring the minimum guaranteed fee of €15,000 excl. VAT is met for customized events.
- For other events, the remaining balance is due 1 month before the event.

If the event date is not yet set, SM CONSULTING reserves the right to decide on a tentative date in agreement with the Client.

Payment terms are subject to the supplier's conditions and may therefore be subject to change. Payments will be made by bank transfer to the CIC account of SM CONSULTING.

For the payment of the deposit, the payment period is 8 days from the invoice date. After this period, the Client will be liable for late payment penalties calculated based on twice the legal interest rate, with the applicable legal interest rate being the one in effect on the day of invoicing for the services.



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Moreover, this failure to pay may entitle SM CONSULTING to claim damages and interest.

Article 11- RESOLUTORY CLAUSES

If within fifteen working days following a reminder by registered letter with acknowledgment of receipt for a late payment, with or without late payment penalties, the Client has not paid the amounts due, the contract is automatically terminated, and SM CONSULTING is immediately released from all obligations towards the Client.

Article 12- INSURANCE AND FORCE MAJEURE

SM CONSULTING has taken out a **professional liability insurance policy** with AXA.

The Agency is covered by a professional insurance contract subscribed with AXA. Clients may, upon simple request, consult the insurance policy in order to verify the guarantees and coverage conditions applicable.

It is the Client's responsibility to obtain prior information regarding the exact scope of this coverage. Consequently, any lack of knowledge or failure to request such information shall not engage the Agency's liability for any elements not covered or excluded under the insurance policy.

The Client shall be responsible for any direct or indirect damage that they or their guests may cause during the event.

SM CONSULTING declines all liability for any damage of any kind (personal belongings, materials, etc.) caused by the organizer or belonging to participants, regardless of where such items are stored (parking areas, halls, etc.).

SM CONSULTING shall be released from any obligation in the event of **force majeure** or circumstances beyond its control (such as strike, fire, water damage, epidemic or pandemic).

The Client declares and warrants having full legal capacity to enter into this agreement.

The Client agrees to **waive** and to ensure that their **insurers and/or guests** also waive any claims against **SM CONSULTING** in connection with the above-mentioned events.

Failing that, the Client undertakes to **indemnify** and **hold SM CONSULTING harmless** from any claim and/or action and to reimburse **SM CONSULTING** for any damage, loss or expense resulting from such claim and/or action.

Article 13- COMPLAINTS AND DISPUTES

Any dispute or complaint will only be considered if it is made by registered letter with acknowledgment of receipt to SM CONSULTING within a maximum period of eight days after the end of the event.

In case of a dispute, jurisdiction is assigned to the courts within the jurisdiction of the registered office of SM CONSULTING.

Only French law is applicable.

Article 14- LIABILITY OF PROPERTY OWNERS

When an event is organized on private property, it is the sole responsibility of the property owners to ensure that all necessary installations, including electrical systems, evacuation routes, and fire safety systems, comply with current regulations. The agency disclaims any liability in the event of non-compliance or malfunction of these installations. Responsibility for such shortcomings lies solely with the property owners, and the agency cannot be held liable under any circumstances for any damages, incidents, or disruptions that may result.

Article 15- SPECIFIC CONDITIONS FOR TEMPORARY STRUCTURES (TENTS AND SIMILAR INSTALLATIONS)

In the case of renting or using tents or temporary structures, the following points must be strictly adhered to: The use of candles or any other open flames is strictly prohibited for fire safety reasons.

A suitable fire extinguisher for electrical and general fires (powder or CO₂ extinguishers) must be present on-site. Failure to comply with these obligations is the sole responsibility of the renter or property owner. The agency disclaims all liability in the event of non-compliance with these safety rules.

Article 16- TRAVEL ARRANGEMENTS CLAUSE

For all events organized by SM Consulting, it is expressly agreed that the booking and payment of train and/or airline tickets are the sole responsibility of the client. The client may choose to use their usual travel agency. Failing this, SM Consulting may, for indicative purposes only and without any commitment, put the client in contact with a partner travel agency.

In any event, SM Consulting does not make any travel bookings on behalf of its clients and declines all liability in this respect, including, but not limited to, matters relating to availability, pricing conditions, delays, cancellations, or any other issues connected with transportation.