



General Terms & Conditions

Agency Lake Love | Weddings & Design

§ 1 General / Scope

The following general terms and conditions apply to all offers, deliveries and services of the Lake Love Agency, represented by Sina Reiner und Katja Reiner GbR. The contractual partners are subsequently identified as Customer and Lake Love as Agency.

The following conditions are part of all contracts concluded between the Customer and the Agency. They will also apply to all future business relationships with the Customer, even if they are not expressly agreed upon. General terms and conditions of the customer, changes to these terms and conditions and ancillary agreements are only valid if the agency explicitly agrees in writing.

§ 2 Offer, conclusion of contract, scope of services

Offers from the Agency to the Customer are always subject to change, unless otherwise expressly agreed in writing. The contract is concluded with the written confirmation of the offer by the Customer. After acceptance of the offer by the Customer, the Agency is entitled to contract with third parties in connection with the event on behalf and on account of the customer. The Agency is entitled to use services of third parties in order to fulfill contractually owed services.

The Agency is entitled to make changes and amendments with regard to individual contractual services, provided that they are necessary for the execution of the event. It only extends to such amendments and changes, which doesn't change the overall layout of the event.

§ 3 Prices

The prices quoted by the agency include the valid legal value added tax (currently 19%). The agency reserves the right, to change prices accordingly, if at the earliest 4 months after completion of the contract cost reductions or increases occur, especially due to tariff changes or increases in material prices. This will be proved by the agency to the customer on request. If the changed prices exceed the agreed prices by more than 10%, the customer is entitled to resign from the contract.

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§ 4 Duties of the customer

The customer has a duty to provide information and advice regarding all details, possible special features and changes to the event covered by the contract. The customer provides the agency with all the necessary information and documents conscientiously, completely, free of charge and in time for the execution of the event. The registration of artist performances with the GEMA/SUISA/SIAE and the corresponding fee payment are exclusively obligation of the customer.

The renting of decoration materials is subject to separate regulations, which are sent to the customer with the offer, if applicable. In case of loss or damage, the compensation of the article(s) listed in the offer generally applies.

If the customer is unable to fulfil his contractual obligations, in particular payment obligations, the agency is not bound to agreed deadlines and appointments.

§ 5 Performance of services

Unless otherwise agreed, deliveries will be made at the fastest possible date. Delivery dates and deadlines are not binding unless they have been confirmed in writing by the agency. However, performance periods shall in any case only begin to run when all details regarding the execution of the event are cleared, all information and documents are submitted, the agency has confirmed and - if agreed - the deposit is paid.

The agency is released from its obligation to deliver and perform if the delivery and/or performance due to Act of God or the occurrence of unforeseeable events, extraordinary circumstances becomes impossible, which the agency despite all care could not avert. It includes in particular strikes, lockouts, official orders, political events, pandemics, etc., even if they occur by suppliers or their subcontractors. In this case, any resulting claims for damages and right of withdrawal are omitted.

The customer shall reimburse the agency for all costs, expenses and services incurred by the agency for the execution of the order up to the date on which the agency is released from its obligation to deliver and/or perform. If the customer is in default of acceptance, the agency is entitled to demand compensation for the damage incurred. If the agency is in default of performance or timely performance, his liability for damages in the case of slight negligence is limited to the total contract amount. Further claims for damages exist only if the delay is due to intent or gross negligence.



Dispatch, place of performance, transport damage: The dispatch is always carried out on behalf of the clients with a transport company of the agency's choice. Place of performance is the registered office of the agency. This also applies if the agency has to pay the shipping costs or a part of it. The risk is transferred with the dispatch, in case of pickup with the handover to the customer. The customer has to report transport damages directly to the transporter.

§ 6 Terms of payment

Unless otherwise agreed, the agency's invoices are payable immediately after invoicing without discount. Invoices are sent by e-mail by default. If desired, the invoices can also be sent by post. The fees for individual services, such as research and mediation of third parties (venues, artist, florist, photographer etc.) are immediately paid to the agency after presentation of the agreed proposals to the agency (regardless of whether a successful placement has taken place or not). Prepayment is required for custom-made products and print orders.

When booking a workshop, coaching or organization package, the agreed fee - unless otherwise agreed in writing - is to pay with two instalments. The first instalment amounts to 60% of the agreed service fee and is payable immediately after placing the order. The further installment of 40% is payable midterm. The agency will provide the customer with the first invoice and in due course the second invoice will be sent also by e-mail stating amount and due date.

The agency will issue separate invoices to the customer by e-mail for any additional services that may have been agreed, which will be sent to the customer immediately after the invoice is issued is payable at once without deduction. On request, invoices can be sent by post.

A payment is only considered to have been made when the agency has free access to the amount. In the case of payments by cheque, the payment is only considered to have been made when the cheque is credited completely to the bank account of the agency is credited. Invoice claims are to be charged interest of 7.5% by the customer during the period of default. If the customer is in arrears with payments and does not pay within a period of time set by a written reminder the agency is entitled to withdraw from the contract immediately after the expiry of the deadline and the threat of rejection from the contract. In the event of this withdrawal, the customer is obliged to pay damages for non-performance to the agency.

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If, after the conclusion of a contract, the agency becomes aware of circumstances that question the creditworthiness of the customer, in particular his payments or a cheque issued by him is not cashed, the agency is entitled to make all claims due, even if cheques were accepted. In this case, the agency is also entitled, before the execution of further deliveries and services, to claim advance payments or securities. The customer is only entitled to a right of a set-off if his counterclaims are legally established, undisputed or recognized by the agency. For the assertion of a right of retention, the customer is only entitled insofar as his claim is based on the same contractual relationship.

§ 7 Withdrawal / Termination

Assertion of expenses. The assertion of payment claims remains unaffected. If the realization of the planned event is not possible for reasons of Act of God, i.e. an unforeseeable extraordinary event, beyond the control of both parties (including pandemics), both contracting parties are entitled to withdraw from the contract. This has to be confirmed by written declaration to the other party.

The termination of the present contract is basically legally permissible for the parties in case of extraordinary reasons. Such reasons are e.g.:

- Non-performance of contractually owed services despite written reminder and a deadline.
- Significant breach of contractual obligations by the other party, so that the further execution of the contract becomes unreasonable.
- Initiation of provisional insolvency proceedings on the assets of the other contracting party.

In any case, the notice of termination must be made in writing to the other party. In the event of the above-mentioned termination and withdrawal, the following shall apply: As far as the agency provided services within the payment of the customer, those payments are to be returned to the customer in case of notice under the conditions that they are reimbursed by the respective contractual partners. If the respective contracting parties refuse the refund the agency is obliged to assign the amount claimed to the customer.

In the event of the withdrawal or termination of the contract through no fault of the agency contract, the customer must reimburse all expenses, services and performances provided up to the time of the termination/withdrawal. The agency is entitled to additionally claim a lump-sum reimbursement of expenses and services. The agency is also entitled to claim the reimbursement of the actual expenses and services instead of the lump sum reimbursement.



NEW: In the event of another "(Corona) Pandemic", a one-time postponement of the event is free of charge. The event has to be postponed to a feasible date for both parties. If postponed a second time, an additional service fee shall be charged to the customer.

§ 8 Warranty

In the case of delivery of goods, the customer must check them immediately after delivery. Obvious defects of the delivered goods must be reported immediately to the executing company or event manager. The same applies to complaints about the services provided by the agency. Hidden defects in delivered goods and services of the agency are to be reported by the customer upon discovery orally or by telephone, but at the latest within 2 days after the discovery in writing to the agency.

If goods delivered by the agency are defective, the agency is entitled to first remedy the defect or to deliver a replacement. In case of the removal of the defect or the replacement delivery, the agency is obliged to bear all necessary costs in this connection, insofar as these expenses are not exceeded by the fact that the goods have been delivered to a place other than the place of performance. If the removal of defects or replacement delivery fails, or if the agency for the removal of defects or replacement is beyond reasonable time limits for reasons for which the agency is responsible, the customer is not able to withdraw from the contract or to demand a reduction of the remuneration.

For further claims of the customer, in particular claims for damages including lost profit or because of other financial losses of the customer, § 9 shall apply accordingly. If the customer does not meet its obligation to notify in due time so that defects can't be remedied in time during or by the end of the event no claims of the customer can be derived from these defects.

§ 9 Liability

The agency is only liable - regardless of the legal grounds - if the damage is caused by culpable breach of a contractual obligation (cardinal obligation), which endangers the purpose of the contract or results from gross negligence or intention.

If the agency is liable for the violation of an essential contractual obligation, without gross negligence or intent, liability shall be limited to damages, which the agency had to expect at the conclusion of the contract based on the circumstances known to it at that time.

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The limitation of liability applies in the same way for damages which results from gross negligence or intent by employees or agents commissioned by the agency. In the above mentioned cases the agency is not liable for indirect damage, consequential damage or loss of profit.

The agency is not liable within the scope of this contract for the consequences of Act of God. This includes orders from authorities, wars, civil unrest, pandemics, aircraft hijackings, terrorist attacks, fire, floods, power failures, accidents, storms, strikes, lockouts or other industrial action that influence the services of the agency or its suppliers. The same applies for the occurrence of circumstances which make the event impossible, but which were not caused by the agency or are otherwise attributable to it.

§ 10 Retention of title, rights of use, self-promotion

All services provided and products delivered remain in effect property of the agency until complete fulfillment of all claims.

Rights of use of any kind to the concepts, texts created by the agency, photographs, plans, programs, sketches, drafts and models in connection with the fulfillment of the order remain property of the agency unless a different written mutual agreement of the parties.

The agency is entitled to use texts, drafts, concepts, photos and delivered goods from of the present contract for the purpose of self-promotion and for reference purposes. Furthermore, the agency is entitled to take photos of the event to use them for the purpose of self-promotion and for reference purposes.

§ 11 Written form / Severability clause

Changes and additions to these conditions must be made in writing. The same shall apply to these terms and conditions. Should individual provisions of these conditions be or become invalid, the validity of the remaining terms and conditions shall not be affected. In place of the ineffective provision a replacement provision that corresponds as close as possible to the purpose of the invalid provision takes effect.



§ 12 Choice of law, place of jurisdiction and place of performance

The agency is operated by Sina & Katja Reiner GbR. Head office of the agency is: Charlottenstraße 53, D-56077 Koblenz. The contractual relationship between the client and the agency is subject - regardless of the nationality of the client - to the law of the Federal Republic of Germany. Place of jurisdiction and place of performance in commercial transactions is Koblenz, Germany. This also applies to registered traders, persons who do not have a general place of jurisdiction in Germany, as well as to persons who, after the conclusion of the contract, have moved abroad or have moved their domicile or if the residence is not known at the time of filing the suit.

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By accepting the Lake Love Agency Terms and Conditions you agree to the storage and use of your personal data according to the German GDPR.

In accordance with the General Data Protection Regulation (DS-GVO) we are obliged with effect from 25.05.2018, to inform you about the purpose for which we collect, store and use your personal data and, if applicable, to third parties and which rights you are entitled to.

In detail this means:

- The person responsible for processing customer data are Sina and Katja Reiner GbR, Charlottenstrasse 53, D-56077 Koblenz, +49 151 42446947, katja@lake-love.it. A permanent representative or data protection officer is not available.
- Your personal data is used for the execution of your order, such as your event planning, as well as for the billing of services, and stored in our system. The data is not only your contact data but also data concerning your order. The collection and processing of your personal data is based on the contract between you and the agency necessary for an adequate and careful execution of the order.
- The data will only be transferred to third parties if it is legally permissible or if you have expressly consented. Third parties in this sense may include other service providers, e.g. other vendors or agency employees.
- The legal basis for data processing is the contract between the agency owner, Sina and Katja Reiner, and customer and/or the in this connection declaration of consent to the use of your data. A short e-mail is sufficient for this.

You are entitled to various rights regarding your data:

You can request information about the data collected and the correction of incorrect data. Under certain conditions, you also have the right to delete the stored data. You are also eligible for limiting the processing/blocking of the data as far as the conditions are met. As far as the requirements for this are fulfilled, you are also entitled to the right to data portability (so-called right to data portability). You can revoke your consent to the granted consent to the data processing at any time by e-mail. And finally, you have the right to complaint to the competent supervisory authority if you are of the opinion that the processing of the collected data violates the DS-GVO.

If you have any questions regarding the individual points, please do not hesitate to contact us

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