

## The rising conflict in the wedding contract<sup>1, 2</sup>

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### ABSTRACT

The event consulting industry sees tremendous potential to improve the effectiveness and performance of projects with their customers. Thus, there is much wisdom in adopting ADR which offers principles and a focus on collaboration and workflow reliability to avoid any conflict in their contract. In this paper, the benefits and restrictions experienced by project participants in using ADR are analyzed. The paper eventually focuses on demonstrating that ADR provides a better approach much effective towards good Project Management.

The author will identify various project delivery methods including ADR and then make a comparative study using the Multi-Attribute Decision-Making (MADM) analysis to illustrate the coherence with respect to some attributes. Further utilizing these attributes and some selection criteria, the best possible alternative for businesses to consider for their project strategies is convincingly proved to Alternative Dispute Resolution.

**KEYWORDS:** Project management, Schedule, Terms, conditions, contractor, contract

### INTRODUCTION

Wedding is one of the essential days or events of the life of a couple, and its preparation takes time, costs much and can be difficult to plan. That's why people make use of services or hire people like event consulting or wedding planners for it to be perfect and memorable as it means a lot to them. And as the contractors, or wedding planner they should give outstanding service to the customers to meet their demands for that particular day. But therefore, the reality is sometime different from the expectations, because of conflicts arising from the contracts due to various reasons like the terms and conditions of the agreement between the contractors, the customers and suppliers which lead to the dissatisfaction related to project budget define as,

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including projection of all of the cost associated with the entire project and including the operation and maintenance cost in a project budget will provide a better understanding of the total lifecycle cost<sup>3</sup>, delay time here define as the additional travel time necessary to traverse the work zone or to detour around it<sup>4</sup>.

Here we define the concept of ADR which is Alternative Dispute Resolution and is used to describe a set of approaches and methods aimed at resolving disputes in a no-confrontational way. ADR covers a broad spectrum of approaches, from party-to-party engagement in negotiations as the most direct way to get a mutually acceptable resolution, to arbitration and adjudication at the other end, where an external party imposes a solution. In the axis of ADR approaches between these two extremes lies "mediation," a process by which a third party aids the disputants to reach a mutually agreed solution<sup>5</sup>. Then we will see which alternative suit better to the issue by rooting the problem to the source.

Then the root-cause analysis is the tool used of this part to identify the problem cause, based on the fishbone diagram that can be divided into two sections.

On the one hand, we have the customers, whose requirements are not bright enough for the contractor to meet due to different reason as every family member want to be involved or share its taste for the wedding like; the parents want an extravagant wedding; the kids want a small, meaningful, ceremony. The groom had always looked forward to a wedding in his chapel, Dodger Stadium. The bride had pictured the Greystone Mansion. Dad won't attend unless his new wife is invited too; Mom refuses to come if the new wife is there. Pretty soon, the bride and groom's joyful anticipation is replaced by stress and dread<sup>6</sup>.

If you're a wedding planner, you've seen it all, and you know how difficult it can be to proceed when key parties are mired in dispute.

On the other hand, the event planner (contractor) and suppliers.

And the source of this conflict results from 5 most challenge that they face which **wedding tyrants** are like By now, we've heard all about Bridezilla – she's hysterical, controlling, and completely panicked. This is her special day, and she won't let something as minor as a lack of expertise prevents her from running the show. Thing Bridezilla is a dying breed; it is being replaced by something far more insidious: Groomzilla. "Bridezillas want to be princesses," writes Craig Bridger, author of *Surviving Groomzilla*, "But Groomzillas want to be gods."

**Low-grade competition** is unlike corporate event management; there are fewer barriers to becoming a wedding planner. The result is that the contractor team is flooded with

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<sup>3</sup> The Project Resource Manual: CSI Manual of Practice: The Construction Specifications Institute

<sup>4</sup> Mallela, J., Sadasivam, S., United States, United States, & Applied Research Associates. (2011). Work zone road user costs: Concepts and applications.

<sup>5</sup> Shamir, Y., & International Hydrological Programme. (2003). Alternative dispute resolution approaches and their application. New York: UNESCO.

<sup>6</sup> Keeping conflicts in check during the wedding planning with mediation

inexperienced, untrained individuals who provide less than stellar service and charge far too little for their efforts. It's difficult for talented, experienced professionals to charge accordingly when clients are comparing apples to oranges.

**Avoiding bad vendors**, like most vendors and service providers in the wedding industry lack uniform standards. As being one of the most critical parameters, service and quality are hard to quantify, and there is little to no regulation. To find vendors that have or lack ethics, quality, accountability, personality, and experience can be a bit of a crapshoot.

**An unrealistic wedding day expectation like TV show shows** us. There's a perception of wedding planning that's complete fiction; that without work, decoration, services, and money avenue is already paradise. On the other hand, the idea that you can expect twelve cake tastings for free, or show up announced to preview avenue, and so on.

And **budget**, this is one of the few challenges on the list that weddings share in common with other events. Budgeting a wedding is a difficult task, particularly when weighing everyone's expectations. As a wedding contractor, your task is to ensure the bride and groom get the best "bang for their buck." Tap into every contact you've made, and do everything you can to get a discount – that's part of the job, after all. Your couple has to make some difficult choices and remember weddings are emotional. Your post is to figure out the best possible options that work within the couple's budget<sup>7</sup>.

Here are five critical factors of dispute in an event contract when they are not well managed or handle and success factors when they are well controlled and operated by different parties:

The scope of service, cancellation terms, payment schedule, indemnification clause, and termination clause<sup>8</sup>

And most of the time this conflict leads to court or termination of the contract between the different parties from not finding an alternative resolution were the parties involved get to a compromise or a win-win situation.

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<sup>7</sup> Five Challenges Facing Wedding Planners Today - The Tweetwall Blog. (2017, December 4)

<sup>8</sup> 5 Critical Things You Need in an Event Planner Contract. (2017, July 25).

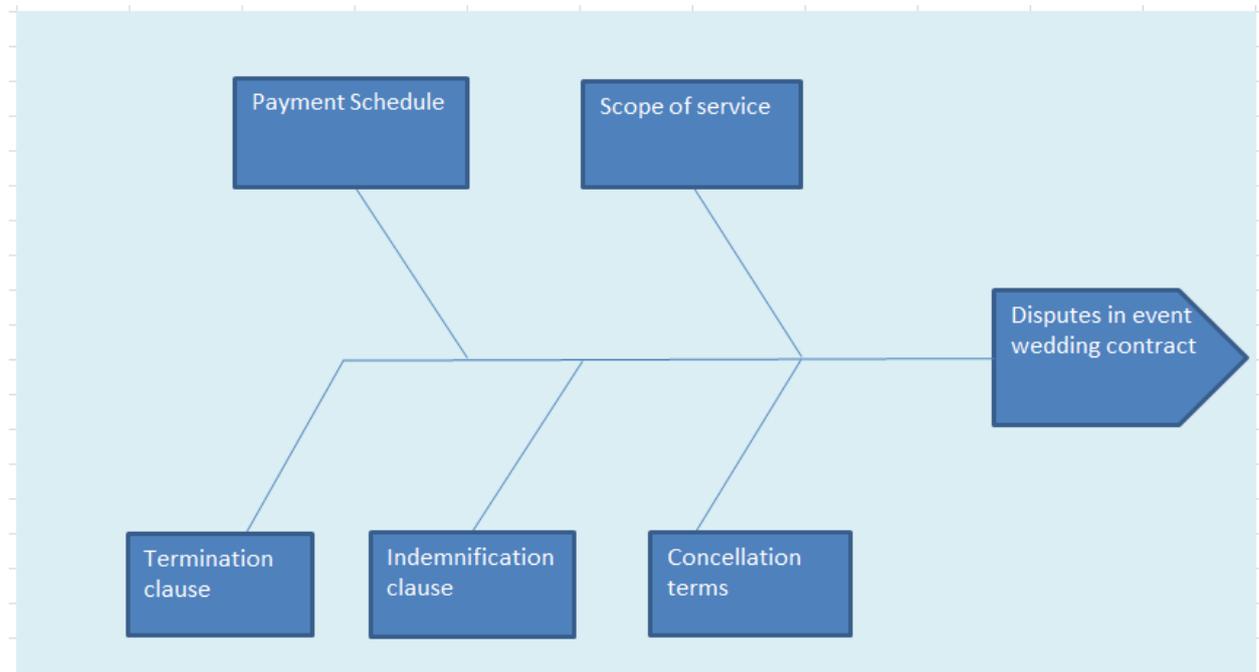


Figure 1: Root Cause Analysis of the issue in the event wedding contract: Fishbone diagram (23/10/18)<sup>9</sup>

All these put together, are the main drivers for the conflict for event wedding contract.

It becoming increasingly common when the different parties are about to get into a relationship to combine a series of dispute prevention, control, and resolution processes into a 'system' or set of steps that is designed to deal with different kinds of problems that could occur, at successive stages in the development and escalation of a difference. These processes can be grouped into four broad categories or stages<sup>10</sup>

<sup>9</sup> Fishbone diagram by G. Nkounkou

<sup>10</sup> Chart of Dispute Resolution Stages And Steps. (2016, August 17).

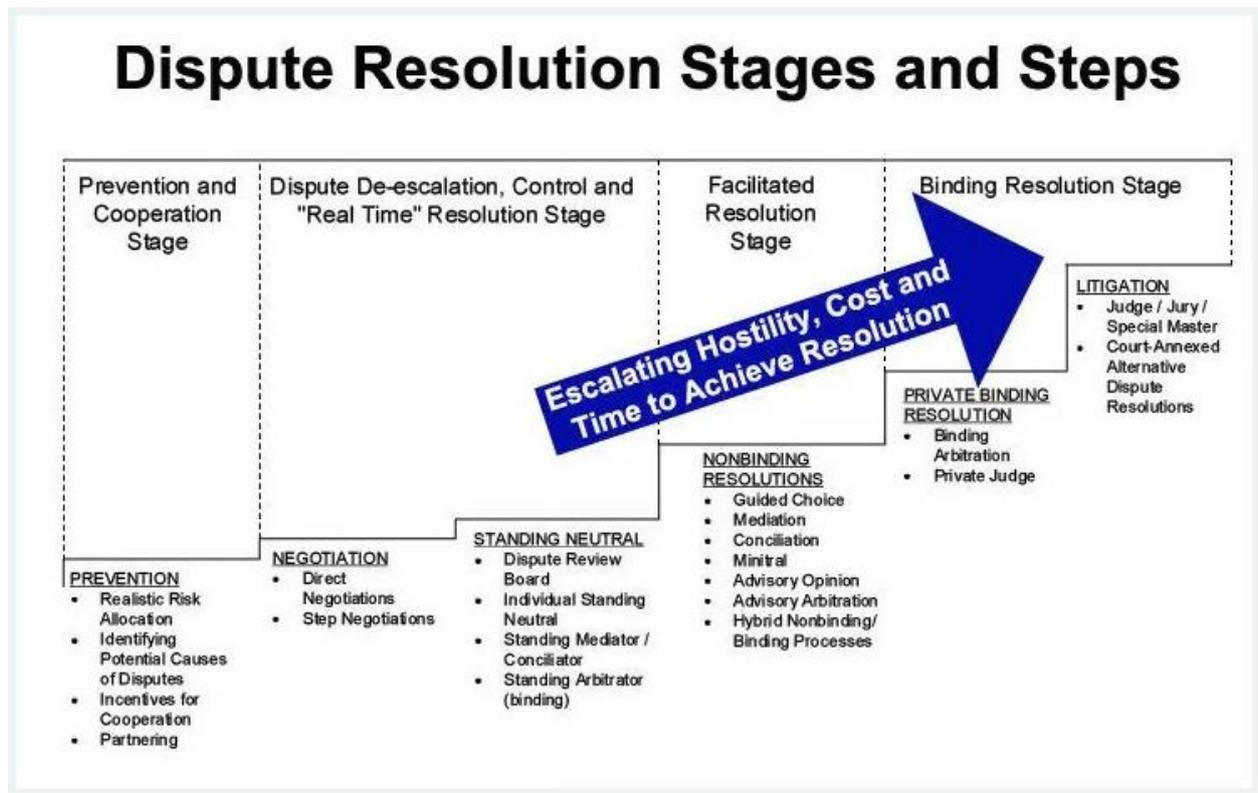


Figure 2: illustration of dispute resolution stages and steps<sup>11</sup>

After rooting the problem to the source then we will come up with an alternative resolution of how to avoid and terminate conflicts or dispute involved in this type of contract which are:

- Prevention and cooperation
- The debate, control, and resolution
- Facilitated resolution
- Binding decision

By applying these alternatives, it will enable the different parties to find a solution to any conflict that may arise between them but also prevent and avoid any dispute.

The next part will assign to the illustration of these alternatives, being the answer to the problematic of How to overcome the conflict between wedding planners and customers.

Therefore we show how project, program and portfolio management is applied to ADR in event wedding management.

<sup>11</sup> Chart of Dispute Resolution Stages and Steps. (2016, August 17).

	Definition	Application for a consulting industry
<p><b>Program</b></p>	<p>The general purpose of the operational plan is to deliver assets and benefits that are critical to sponsoring organizations day to day operations.</p> <p>They are four different types of Program<sup>12</sup>:</p> <p><b>Strategic program</b> (which deliver assets and benefits that are directly linked to attaining the sponsoring organization’s future state), <b>Operational program</b> (which give assets and interests that are critical to the sponsoring organization's day to day operations), <b>Multi-project program</b> (that achieve synergies from projects with common traits such as shared resources, similar clients or product technology ) <b>and Mega-project.</b> (Project that delivers a specific asset to the sponsoring organization)</p>	<p>Here the project is the set of missions assigned to the consultant by the consulting firm to which he is attached. Each task has objectives. Achievements of these objectives generate outcomes for the firm (consulting firm).</p> <p>Here the project is the set of missions assigned to the consultant by the consulting firm to which he is attached. Each task has objectives. Achievements of these objectives generate outcomes for the firm (consulting firm).</p> <p>The developing of many consulting agencies around the world to raise the clients, the reputation of the company and make more profits are the example of the Strategic program.</p> <p>The use of computer hardware secured by the consulting firm and communication technologies within the company are examples of an operational program.</p> <p>A list of consulting agencies in France, for example, in Paris or</p>

<sup>12</sup> GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) | Project Controls - planning, scheduling, cost management and forensic analysis (Planning Planet). (n.d.). Retrieved from <http://www.planningplanet.com/guild/gpccar/introduction-to-managing-project-controls>

		<p>Marseille, the consultants of a management consulting company can ask the projects in common, the resources are displayed in the funds via the online servers (cloud) and communication technologies (email, remote database), all this is an example of a multi-project program.</p> <p>Through a new project won by a consulting firm, consultants earn win markets and experience. These projects can also generate jobs in other sectors such as construction where labor can be requested for work in the field. The consultant provides him with his competence. All this is an example of mega-project.</p>
<p><b>Assets</b></p>	<p>A tangible or intangible resource with economic value that an individual, corporation or country owns or control with the expectation that it will provide future benefit.</p> <p>There are five types of assets: Human assets, Physical assets, information assets, financial assets, and intangible assets</p>	<p>In the firm that employs the consultant, there are employees (human assets) who use physical assets. The company has information assets and an accounting department for all financial assets.</p>
<p><b>Portfolio of projects</b></p>	<p>A "portfolio of projects "is no different than any investment portfolio, the objective is to minimize the risk and maximize</p>	<p>In the firm that employs the consultant, there are employees (human assets) who use physical assets. The company</p>

	<p>the return. Any organization is it Owner or Contractor has a portfolio of assets(resources) available to dedicate to projects, with the objectives being to develop the best "mix" of a project which will generate the most favorable return on those assets.</p>	<p>has information assets and an accounting department for all financial assets.</p>
<p><b>Portfolio of Assets</b></p>	<p>The definition of portfolio assets is the same of any investment portfolio of a project. Only, instead of regrouping different projects, the collection of assets as follows:</p> <p>Human assets, Physical assets, information assets, financial assets, and intangible assets.</p>	<p>The portfolio asset is the mix of assets, and the consultant uses resources, employees, hardware, and finance.</p>

Table X: Assess, program and portfolio management<sup>131415</sup>

**Step 1: Problem recognition, definition, and evaluation**

As previously mentioned in the introduction the main problem is the conflict in the wedding event contract which the causes are:

1. The scope of services (providing venue, catering, even on-site stuff)
2. Cancellation terms
3. Payment schedule
4. Indemnification Clause
5. Termination clause

**Step 2: Development of feasible alternatives**

The possible alternative to our state are:

- a) **The Prevention and Cooperation Stage**, it's where parties can use prevention and cooperation techniques, tailored to encourage alignment of interests, improve

<sup>13</sup> The Top 5 Highest-Paying PMP Jobs. (2018, April 5).

<sup>14</sup>Planning Planet (Nov-2015) – Guild of Project Controls Compendium and Reference (CaR) – 1 Controls

<sup>15</sup> GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) | Project Controls - planning, scheduling, cost management and forensic analysis (Planning Planet). (n.d.).

cooperation, prevent or minimize the adverse impact of problems, and curb adversarial attitudes.

- b) The Dispute De-Escalation, Control and 'Real Time' Resolution Stage**, it's where parties can use methods that are designed to deal promptly and realistically with problems, differences of opinion at the time they arise, to de-escalate tensions, resolve issues, or achieve prompt resolution of disputes.
- c) The Facilitated Resolution Stage**, it's where parties, assisted and guided by mediators and other dispute resolution professionals, can use any range of methods, or combinations of ways, to get a mutually-acceptable resolution of a dispute.
- d) The Binding Resolution Stage**, it's where, after all, other efforts at resolution have failed, parties can have a 'backstop' adjudication process in which the dispute will be finally resolved by a neutral third party among them — either in a privately-agreed process such as arbitration, or, by default, in a court of law.

### **Step 3: Development of the outcomes for each alternative**

Here, we are developing the result of each option mentioned above to evaluate to see which one is more adequate and accurate as ADR for this matter

#### **a) The Prevention and Cooperation Stage**

During this stage, the contractor (wedding planner) is able to make a proper risk analysis throughout the planning phase, based on the previous and similar projects in their organisation portfolio, where they have identified a certain number of risk, due to their occurrence and with this result they will be able to make a proper risk allocation in order to anticipate, prevent the danger and avoid conflict with the customer, and even the suppliers, partners by establishing a sound risk management by monitoring and controlling the different phase of the project.

#### **b) The Dispute De-Escalation, Control and 'Real Time' Resolution Stage**

At this stage, after missing or failing the prevention stage, here the two parties after disagreeing on the contract that led them in that dispute. They are now finding a consensus or an agreement in real time as the issue is going on. The contractor may have failed to meet the requirement of the customer then, there is dissatisfaction, and they will be involved in the negotiation step to have a comprehensive collective solution that may be a win-win solution or win-lose. The negotiation might not always end well or get an agreement.

**c) The Facilitated Resolution Stage**

In this stage, when the conflict arises and they two parties are in disagreements. They involve a third party whether private judge, arbitrary or neutral advisor to year them and give its opinion or helping them to sort it out.

**d) The Binding Resolution Stage**

Whether An arbitrator, judge or conflict specialist will intervene by hearing the parties involved, so he can take a decision which might not always be suitable but still they have to accept it or not, and It is open to the parties to adopt an arbitration process which allows them to select the arbitrator(s) who will determine their dispute. This provides comfort because it maximizes the chances of ensuring that the tribunal is suitably experienced and trusted to arrive at a sound decision. This is particularly the case in international contracts in jurisdictions without specialist courts for construction disputes<sup>16</sup>. They all want to be protected so they won't be penalized but getting to that stage means they were no more option that could not be taken by the parties which should get them to an agreement or solution.

The wedding planner has the right and obligation to meet the requirement of the married couple regarding cost, quality, time and resources which have made use of their services. So in the situation where it's not the case, they should able to come with a solution to satisfy their need or comprise to maintain their loyalty.

**Step 4: Selection of criteria**

In this section after elaborating the different alternative, we are now going to evaluate them based on criteria identify in the ADR dispute solution above in order to select the most accurate and relevant that will be used to avoid and overcome disputes/conflict rising from wedding event contract based on Chart of Dispute Resolution Stages and Steps.<sup>17</sup>

And the different attributes used in this section are:

- Payment agreement
- Cancellation terms
- Termination policy
- Indemnification Clause
- Force Majeure
- Services boundaries
- Uninterrupted use

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<sup>16</sup> Alternative dispute resolution | Attorney-General's Department. (n.d.)

<sup>17</sup> Chart of Dispute Resolution Stages and Steps.

- Photo release<sup>18</sup>

Attribute	The Prevention and Cooperation Stage	The Dispute De-Escalation, Control, and Resolution Stage	The Facilitated Resolution Stage	Binding resolution
Payment agreement	low	low	High	High
Cancellation terms	medium	Medium	High	high
Termination policies	low	medium	medium	Medium
Indemnification Clause	medium	low	medium	Medium
Force Majeure	high	High	Low	Low
Service boundaries	high	High	Medium	Low
Uninterrupted use	high	medium	Low	Low
Photo release	high	medium	Low	Low
<b>Total</b>				

**Green**: Good **Yellow**: average **Red**: bad

Figure 3: selection of criteria for alternative<sup>19</sup>

Attribute	Payment agreement (A)	Cancellation terms (B)	Termination policy (C)	Indemnification Clause (D)	Force Majeure (E)	Services boundaries (F)	Uninterrupted (G)	Photo release (H)	Ordinal ranking
Payment agreement (A)	x	1	1	1	1	1	1	1	7
Cancellation terms (B)	1	x	0	1	1	1	1	1	6
Termination policies (C)	1	1	x	1	1	1	1	1	7

<sup>18</sup> 8 Clauses Every Event Planning Contract Needs | Pointers For Planners. (2018, August 27).

<sup>19</sup> Illustration of selection of criteria for each alternative (11/8/18) by author

Indemnification Clause (D)	1	1	0	x	1	1	0	1	5
Force Majeure (E)	1	1	0	1	x	1	1	1	6
Service boundaries (F)	1	0	1	1	1	x	0	1	5
Uninterrupted use (G)	1	1	1	0	1	0	x	0	4
Photo release (H)	1	1	1	0	1	1	0	x	5

Figure 4: Pairwise Analysis of attributes<sup>20</sup>

FINDING

Step 5: Analysis and comparison of the preferred alternatives

Since we have positioned our initial comparisons well, let us move further to add value to each attribute's relevance w.r.t. to the alternatives. We can thus obtain a total value for each of them, for better comparison purposes of all alternatives.

Quality of attribute	Score attribute
High	3
Medium	2
Low	1

Table 1: Scorecard mechanism<sup>21</sup>

Based on the above Scorecard metrics, we modify our MADM table such that it is possible to obtain total scores for all the alternatives to have a better understanding of the choice of the preferred alternative. With this infusion, the MADM now changes to:

<sup>20</sup> Pairwise analysis of attributes (25/11/2018) by author

<sup>21</sup> Scorecard mechanism (12/06/18) by the author.

Attribute	The Prevention and Cooperation Stage	The Dispute De-Escalation, Control, and Resolution Stage	The Facilitated Resolution Stage	Binding resolution
Payment agreement	1	1	3	3
Cancellation terms	2	2	3	3
Termination policies	1	2	2	2
Indemnification Clause	2	1	1	2
Force Majeure	2	3	2	1
Service boundaries	3	3	3	1
Uninterrupted use	3	2	1	1
Photo release	3	2	1	1
<b>Total</b>	<b>17</b>	<b>16</b>	<b>16</b>	<b>14</b>

Table 2: MADM analysis with scoring<sup>22</sup>

**Step 6: Selection of the preferred alternative**

Using the above-modified MADM Table and the Pairwise Attributes' Analysis performed in Step 4, it is possible to identify the most important and least important attributes and the alternative with the probability for most outcome delivery. (We will base the selection of our alternatives through the compilation of weights from the Pair-wise attributes and MADM analyses compared.)

Here, we are going to elaborate the order of our different alternative according to the most preferred one to the least one based on the attributes' rankings, and finally a compiled balanced sum.

<sup>22</sup> MADM analysis with scoring (12/06/18) by author

Attribute ranking based on ordinal ranks sum	Attributes	Final basis sum ranking of project delivery methods
1	Payment agreement	The Prevention and Cooperation Stage > The Dispute De-Escalation, Control and Resolution Stage >The Facilitated Resolution Stage > Binding resolution
2	Cancellation terms	
3	Termination policies	
4	Indemnification Clause	
5	Force Majeure	
6	Service boundaries	
7	Uninterrupted use	
8	Photo release	

Table 3: Best alternative solution<sup>23</sup>

Based on this table above can see what alternative is better for us and the one which perfectly fit with the project to overcome the identified issue in the event wedding contract. And also this preferred alternative put in place will enable the different parties to be efficient and effective.

**Step 7: Performance Evaluation and Post Evaluation**

After going through all the tools and technics to analyze the different alternatives, we are now going to resume and evaluate the chosen one option that based on the result we overcome the disputes in the event wedding marriage and how they perform.

Previously we identified this, the scope of services (providing venue, catering, on-site even stuff), Cancellation terms, Payment schedule, Indemnification clause, Termination clause as the reason of the dispute.

After we elaborated the different alternatives which are the prevention and Cooperation Stage, the Dispute De-Escalation, Control, and Resolution Stage, the Facilitated Resolution Stage, Binding resolution<sup>24</sup> we went through some steps to see whether they are accurate, effective and efficient and to choose which is the preferred.

<sup>23</sup> Best alternative solution (6/12/18) author

<sup>24</sup> Chart of Dispute Resolution Stages and Steps. (2016, August 17).

And the preferred one, out the four, is prevention, which will enable the different parties to avoid the issue the wedding event contract by preventing it the contract and the project by allocating it to risk order to be responded and mitigate, so they avoid the conflict.

## **CONCLUSION**

In this section, we will summarize and evaluate the proposed solution to the matter.

The main aim of this article was to elaborate the best alternative dispute resolution in the event wedding contract which was evolving the different parties. So it has addressed the problem by rooting the cause which was the scope of services (providing venue, catering, on-site even stuff), Cancellation terms, Payment schedule, Indemnification clause, Termination clause<sup>25</sup> and measuring and evaluating an alternative to see what is the best and preferred one to overcome the conflict.

However, the best alternative applied to the issue regarding the issue in the event wedding contract is Prevention as it offers:

- Realistic risk allocation
- Identification of potential causes of disputes
- Incentives for cooperation
- Partnering <sup>26</sup>

To enable the contract to prevent the issue in the project management process and protect the different clause of the agreement but also to avoid any conflict from the client which will enhance him and ensure the loyalty toward the contractor and the contract.

To conclude, the prevention phase is one the best and preferred ADR solution for event organization involved in the event wedding contract.

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<sup>25</sup> 5 Red Flags to Spot on Wedding-Vendor Contracts. (2015, April 6).

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