

EVERYTHING CEREMONIES

CLIENT SERVICE AGREEMENT (Terms and Conditions)

The Agreement is made on (DATE):

Between (CELEBRANT NAME)

And (BRIDE AND GROOM'S FULL NAMES)

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Marriage ceremony details:

DATE

TIME

VENUE

The Celebrant:

1: Will provide Registered Marriage services to the Parties in accordance with the *Code Of Practice for Marriage Celebrants* and *Marriage Act 1961*

2: Will attend the marriage ceremony at the agreed time, place and date, and officiate the ceremony, delivering the ceremony script, as agreed upon by the parties. Will arrive at ceremony space at least 45 minutes prior to start time, to perform sound check on audio equipment, greet guests and ensure ceremony space is ready.

3: Requires \$100 booking fee (non-refundable) to confirm your booking. This booking fee will be included in the total fee payable. Your ceremony date will not be locked in, until the booking fee has been received. In the case of extenuating circumstances, where the Parties need to postpone or cancel the ceremony, the booking fee may be refunded at my discretion, depending on the amount of paperwork which has already been prepared.

4: Requires the balance of fees to be paid no more than 7 days before the ceremony. Balance may be paid either in full, OR through regular instalments until balance is fully paid. If the balance has not been paid in full within 7 days of the ceremony, the Celebrant will not conduct the ceremony. Fees can be paid either by direct deposit into Celebrant's nominated bank account or in cash.

5: Will advise the parties as soon as practicable, if unable to conduct the ceremony, and will refund or part refund fees paid by the parties. All reasonable efforts will be made by the Celebrant to assist the parties to arrange for the ceremony to be conducted by another registered marriage Celebrant.

5.1: Will pass the NOIM to the replacement Celebrant in a timely and appropriate manner.

5.2: The replacement Celebrant must sight all of the original ID documents that the initial Celebrant sighted, (birth certificates, drivers' licences etc) before they can perform the ceremony. If these documents cannot be provided, the marriage cannot be solemnised, an alternative ceremony, such as a commitment ceremony may be offered instead, with the marriage being solemnised at a later date, once all documents have been sighted.

6: Will refuse to use their own PA system in extreme weather conditions or circumstances where the equipment may be exposed to harm either by persons or the elements. Judgement at the Celebrant's sole discretion.

6.1: Will undertake to use every endeavour to ensure the PA is fully charged, functional and tested prior to the ceremony. However, the parties acknowledge that inanimate equipment may malfunction from time to time and should the PA fail at any time prior or during the ceremony, the Celebrant will not be responsible.

7: Will refuse to solemnise the marriage if either one or both of the parties to the marriage arrive at the ceremony site, appearing to be under the influence of alcohol or any other substance.

8: Will not conduct a ceremony at a location, which in the Celebrant's sole opinion, is dangerous or would place any person attending the ceremony at risk of harm or injury. (*Workplace Health and Safety Act 2011*). Following receipt of the signed NOIM, the Celebrant will inspect the site as soon as practical and confirm to the parties in writing, no later than 4 weeks from the date of the NOIM, whether the site is safe or poses a risk.

9: Reserves the right to either leave, or apply an upfront fee of \$30 per 15-minute delay, in the event that the ceremony is delayed more than 30 minutes beyond the starting time noted on the NOIM. If the celebrant needs to return to the venue later that day or on a new date, a \$100 upfront fee will apply. Fees are payable BEFORE the ceremony will begin. However if the reason for late start is unavoidable, I will use my own discretion in deciding whether late fees will apply.

10: May charge extra fees in the event that changes to paperwork are asked to be made by the couple, within 7 days of the ceremony date. These fees must be paid by direct deposit (bank transfer) upon request.

Change to script will incur a \$10.00 fee

Change to legal document will incur a \$20.00 fee

The Parties:

10: Agree to pay the Celebrant fees as discussed and agreed upon

11: Acknowledge that if full balance of fees is not paid within 7 days of the ceremony date, the celebrant will not conduct the ceremony

12: Agree to provide the celebrant with all **original** ID documents, as requested, before the ceremony can take place. This documentation must be provided no later than a week before the ceremony date.

12.1: Agree to provide their original documents for sighting at the ceremony site to the replacement Celebrant (where applicable)

13: Will notify Celebrant in writing, of any change to ceremony location, time, or date immediately, and the Celebrant reserves the right to terminate the agreement and retain the booking fee, should they be unable to perform the ceremony due to this change. In the case of inclement weather, the Celebrant will require a minimum of 4 hours' notice by phone, for change of venue.

14: Will notify the Celebrant in writing immediately to cancel a ceremony. The celebrant reserves the right to retain the booking fee and any other amounts paid.

15: Acknowledge that it is their responsibility to obtain permission from local councils, etc, where required, to use the venue space in a public place.

16: Acknowledge that two witnesses over the age of 18 are required to sign the marriage certificates on the day and MUST be present for the ceremony. If either one or both witnesses appear to be under the influence of alcohol or any other substance, 2 alternative witnesses must be used.

17: Will be responsible for enlisting their own interpreter (where applicable)

18: Agree that the Celebrant has explained, and both parties understand the legal requirements for entering into a valid marriage, and agree to comply with their obligations as requested by the Celebrant.

19: The signature of one marrying party alone to this Agreement shall be binding.

If you agree with the above Agreement, kindly sign and date below.

Party 1:

(SIGNATURE)

Party 2:

(SIGNATURE)

Celebrant:

Do you give permission for me to use photos of your ceremony for marketing purposes? These photos will not be advertised earlier than 24 hours after your ceremony has taken place. Please sign below if you give permission:

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