



Terms of Service Agreement

The Celebrant and Clients agree to the terms and conditions set out below.

The Celebrant agrees:

- * To provide Registered Marriage Celebrant services to the Clients in accordance with the code of Practice for Marriage Celebrants.
- * To attend and conduct the marriage ceremony at the agreed time, date and place.
- * To advise the Clients as soon as possible if the Celebrant is unable to conduct the ceremony for any reason, and to make all reasonable efforts to arrange for the ceremony to be completed by another registered marriage Celebrant.
- * To refund to the Clients a negotiated amount or compensate the replacement Celebrant, whichever is appropriate and to pass the Notice of Intention to Marry to the replacement marriage Celebrant, in a timely and appropriate manner.

The Clients agree:

- * To pay the Celebrant's fee in accordance with the invoice provided, namely a non-refundable booking fee.
- * To pay the Celebrant's fee in accordance with the invoice provided, namely a non-refundable booking fee of \$200. Balance of fees in clear funds by direct deposit to the Celebrant's nominated bank account, no less than 4 weeks prior to the wedding date or at 'The Hearsal' whichever is the earlier.
- * If full payment has not been made to the Celebrant in accordance with these terms then the Celebrant will not attend the ceremony.
- * If the Celebrant is unable to perform the marriage ceremony and a replacement Celebrant is provided, all original documents must also be sighted by the replacement Celebrant prior to the ceremony.
- * Clients are to advise the Celebrant immediately in writing of any change to the date, time or place of the marriage ceremony.
- * The Celebrant reserves the right to terminate the agreement and retain any funds received should she be unable to conduct the ceremony due to the change to date, time or place of the marriage ceremony.
- * If the ceremony is cancelled by the clients before full payment is made, any monies paid other than the deposit will be refunded within five (5) business days, excluding an additional \$200 if the ceremony draft has been reviewed by or emailed to the Clients.
- * If the clients cancel the ceremony once full payment has been made no monies will be refunded unless there are extreme circumstances.
- * If either of the Clients has not arrived by 30 minutes after the agreed start time, or if the ceremony cannot proceed for any reason outside the Celebrant's control, the Celebrant reserves the right to leave the place of the marriage ceremony without conducting the ceremony.

- * In the event of the above occurrence, the Clients will liaise with the Celebrant to mutually agree on a later time and place for the Celebrant to solemnise the marriage for an extra fee, payable in advance.
- * In the event of the above occurrence, if the Celebrant remains at the venue and solemnises the marriage, the Clients agree to pay an additional \$50 for every 30 minutes delay.
- * The Celebrant accepts no liability for the late start of a ceremony due to the late arrival of any of the Clients, their attendants or guests.
- * The Celebrant takes no responsibility for damage to property, personal injury or disruptive behaviour of the children/guests/the public prior to, during or after the ceremony. The supervision of children attending the ceremony is a matter for the parent/s or carer/s of the children in question. The behaviour of adult guests is the Clients' responsibility.
- * Clients agree to provide the Celebrant with accurate information and acknowledge that the penalty, by law, for making a false declaration.
- * Clients agree they will not arrive at the ceremony appearing to be inebriated or under the influence of any other substance. The Celebrant is not lawfully authorised to solemnise the marriage under these circumstances. Judgement as to inebriation of the Clients being under the influence of alcohol or any other substance is at the Celebrants sole discretion.
- * The use of the Celebrants PA System is subject to favourable weather conditions and will not be used in any other circumstances where the unit may be exposed to harm by persons or the elements. Judgement to be made at the Celebrant's sole discretion.
- * Where the Celebrant's PA system is used, if it is damaged through no fault of the Celebrant e.g. Microphone dropped by groom, bride or guest performing a reading, or through use of the Clients'/guests iPod/iPhone for music, the Clients will incur all associated costs involved in fixing or replacing the damaged item.
- * The Celebrant undertakes to use her best endeavours to ensure that the PA is fully charged, functional and tested prior to the ceremony. However, the Clients acknowledge that inanimate equipment may malfunction from time to time and should the PA fail at any time prior to, during or after the ceremony, through no fault of the Celebrant, the Celebrant will not be held responsible.
- * If clients fail to communicate any information requested by the Celebrant regarding their ceremony (after the ceremony draft has been reviewed) by no less than 72 hours prior to the ceremony, decisions regarding the content of the ceremony will be left to the discretion of the Celebrant.
- * The Celebrant has explained, and clients understand the legal requirements for entering into a valid marriage, and they agree to comply with their obligations as requested by the Celebrant.
- * The Celebrant may use photos, with the permission of the client, from the ceremony and testimonials in promotional material, on her website, Facebook and Instagram pages.

COVID-19

If the Client chooses or is forced to postpone their wedding date due to Covid-19, the Celebrant will work with the Client to find another suitable date and the original booking fee will be transferred to the new date. However, if a mutual date cannot be reached, the Celebrant reserves the right to retain the non-refundable booking fee. Any work completed by the Celebrant would be transferred to the replacement Celebrant (NOIM, planning notes, etc).