

# Service Agreement

PAYMENT OF YOUR BOOKING FEE CONFIRMS YOUR ACCEPTANCE OF THE BELOW:

## General

- To be bound by the payment and cancellation terms and conditions as outlined
- To provide correct and original information and documentation. You acknowledge that the penalty for making a false declaration under the Marriage Act 1961 is four (4) year's imprisonment.
- All documentation including presentation of required original documentation must be submitted/presented at least 24 hours prior to your wedding ceremony or I cannot attend the ceremony

## Change of Location or Celebrant

- If I am unable to attend your ceremony on the day for unforeseen circumstances (illness, accident etc), I/a representative of mine will contact you as soon as practical and every effort will be made to engage the services of a replacement celebrant. You give permission for the new celebrant to receive all information and documentation provided to me to be able to service you further, and you will be subject to their personal service agreement/s as applicable.
- You understand that the replacement celebrant must satisfy themselves as to your identity and you will be required to present your ID documents to them before the ceremony can be carried out.
- Any changes to location or other major aspect of your ceremony are to be provided in writing to me as soon as possible and no later than 5 days prior to your ceremony (excluding pre-arranged wet weather alternatives)
- If a change in venue occurs on the day of your ceremony, I must be notified by phone call not text message or email to confirm I have received the correct information.
- If I am late due to unforeseen circumstances (traffic, illness) you understand that sometimes these things happen and will allow up to 30 minutes delay from the agreed start time.

## Cancellation

- All cancellations should be made in writing as soon as possible.
- Your booking fee is non-refundable. If you paid in full at the time of booking only the booking fee will be retained if outside 3 months before your wedding.
- If you cancel your wedding between 3 months and 30 days before your wedding day, the final milestone payment will be waived.
- If you cancel your wedding within 30 days of your wedding day, no refund will be provided unless under extreme circumstance at my discretion.
- Any overdue fees remain payable for your booked wedding date

### Postponements and COVID-19

- There are no additional fees or surcharges for postponing, nor any restrictions on days you can postpone to ie. Winter weekday to a peak season Saturday
- The quoted fee at the time of booking will be retained and you will not be subject to any price rises.
- Postponing prior to 3 months before your wedding date, first and final milestone payments will be moved to the new date (availability depending)
- Postponing within 3 months and before 30 days of your wedding date, all monies paid will be transferred to the new date, with the final milestone payment due 30 days before your new date (availability depending).
- If you postpone your wedding within 30 days of your wedding day, payment terms remain as outlined and all monies paid will be transferred to the new date (availability depending)
- Any overdue fees remain payable as per the above timelines
- If you postpone your wedding due to Government restrictions that still allow weddings to take place, just not with your ideal guest numbers/location due to boarder closures etc you acknowledge that this is your personal decision and not my inability to meet my obligations as your celebrant.
- If a mutually agreeable postponement date cannot be reached and you choose to proceed without me; payment obligations remain with any milestones that have not been paid will be waived. In the event that this decision is made within 30 days of your wedding or once your wedding date has passed, 25% of your total fee will be refunded.
- TWO FOR ONE: I am pleased to offer my couples a complimentary Legals' Only ceremony in the event that you postpone your 'wedding celebrations' due to COVID-19 related limitations. I will marry you on your original date and I will also facilitate the ceremony as originally intended at your postponed celebrations as a commitment ceremony/vow renewal.
- You and your guests/attendees will comply with the current Government regulations and restrictions at the time of your wedding (and any other meetings/rehearsals where we are required to meet in person) as required
- This includes conduct such as wearing a mask, practicing social distancing, using sanitiser and checking in using the CBR app (or relative state app/tracing method)
- You or your guests will not attend the meeting/rehearsal/wedding if an individual is experiencing symptoms of COVID-19, are in quarantine or self isolation either due to coming into contact with a positive case, being in a hotspot or exposure site or awaiting results of a COVID-19 test.

### Force Majeure

Neither parties shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after payment of the Booking Fee.

An Event of Force Majeure means an event beyond my or your control, which prevents either party from complying with any of its obligations under this Agreement, including but not limited to:

- a. act of god (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. riot, commotion, strikes, go slows, lock outs or disorder;
- f. acts of government; or
- g. acts or threats of terrorism.

#### Audio and Other Equipment

- Every attempt will be made to ensure any equipment is in full working order prior to your ceremony. I reserve the right to not use any equipment if deemed inappropriate or unsafe (strong winds etc). While every precaution is taken, I am not liable for any claim made due to accident or injury resulting from the use of any equipment supplied by me.
- Damage to equipment by any guest or associated party of your ceremony may incur replacement or repair fee.
- I accept no responsibility for the behaviour or actions of guests or other persons at your ceremony (including children and pets)

#### Intoxication and Medication

- I retain the right to refuse to conduct your ceremony if I deem the party/parties unfit (intoxicated or under the influence) or if there is a safety risk to myself or others
- You will advise me of any medical conditions for yourselves or any guests attending the wedding that I should be aware of as soon as possible
- The above is also applicable to your witnesses in their official capacity

#### Acknowledgement of Couple

- You understand and acknowledge the legal requirements of entering into a valid marriage under Australian Law as explained by me.
- You agree to appoint two witnesses to your marriage who must be present at the ceremony and over the age of 18 years.
- You acknowledge that I will work with your official photographer and other professional services as arranged by the you to ensure the smooth running of the ceremony, including contacting them directly if the situation requires
- You are aware that I hold Public Liability, Professional Indemnity and Copyright Insurance.

#### Marriage Registration and Certificates

- The Certificate of Marriage presented to you at your wedding (Form 15) is not your certificate of registration. This will be available following my submission of your legal paperwork and your marriage being formally registered with the relevant State in which your marriage took place.
- **For weddings in the ACT;** whilst I am responsible for the submission of your legal paperwork to Births, Deaths and Marriages, *after* your wedding it is the responsibility of

the married parties to apply for a copy of their marriage certificate at their cost if they wish to do so. The current cost in the ACT is \$63.00.

You can apply easily online once your Marriage is registered, please visit [www.accesscanberra.act.gov.au](http://www.accesscanberra.act.gov.au) and search 'apply for a marriage certificate'.

*Please note that you must apply for a certificate with the relevant State or Territory Births, Deaths and Marriages in which your wedding took place.*

- **For weddings in NSW;** you will be provided the option for me to procure your Registered Certificate of Marriage on your behalf at the time of registration at your cost. This will be itemised on your final invoice as an option. The current cost in NSW is \$60.00.

## FEE INFORMATION

BESPOKE WEDDING CEREMONY

\$1,800.00

Inclusions:

- Development of personalised ceremony script
- Use of professional PA system
- Personalised printed vow cards and readings (or read from my tablet)
- All legal paperwork and lodgement
- Copy of your ceremony and vows for you to keep
- Unlimited correspondence, advice, chats and catch ups!

Other inclusions if required

- Registration table and 2 x chairs
- Personalised reserved seating signage
- Rehearsal
- Spotify playlists and music coordination of your chosen music
- Use of easels for wedding signage (or use of my generic signage)

## PAYMENT STRUCTURE

Fees are payable across 3 milestones, you will receive a separate invoice for first and final milestones.

1. **\$400.00 Booking Fee (non-refundable)**
  - Required to secure your date
  - Payment of booking fee confirms your acceptance of terms and conditions
2. **\$700.00 First Milestone**
  - Due 3 months before your wedding day (50% of outstanding balance)
3. **\$700.00 Final Milestone**
  - Due 1 month before your wedding day (Remaining 50% of balance)

Payments can be made via bank transfer or PayPal.