**TERMS AND CONDITIONS:**

The Parties agree to retain the services of Jay Bingle as their celebrant according to the following Terms and Conditions:

**DEFINITIONS**

1.1. “Consumer” means a consumer for the purposes of section 3 of the Australian Consumer Law.

1.2. “Couple” means Party 1 and Party 2 named in the Contract.

1.3. “Contract” means this Service Contract.

1.4. “Deposit” means 25% plus travel costs (if applicable).

1.5. “Jay Bingle” means Jsquared Pty Ltd ACN 609 891 027 ATF The Bingle-Brown Trust including its employees, agents and contractors etc.

1.6. “Price” means the cost of the Services as specified by Jay Bingle in the Tax Invoice.

1.7. “Services” means the services specified in the Tax Invoice.

1.8. “Tax Invoice” means the tax invoice supplied by Jay Bingle to the Couple in accordance with clause 4.1.

**ACCEPTANCE**

2.1. Any instructions received by Jay Bingle from the Couple for the provision of the Services and/or Photography Services constitutes acceptance of these Terms and Conditions.

2.2. Where more than one Party has entered into this Contract, the Couple will be jointly and severally liable for all payments of the Price.

2.3. On acceptance of these Terms and Conditions by the Couple, the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions or with the written consent of Jay Bingle

**SERVICES**

3.1. Jay Bingle will provide the Services.

3.2. In providing the Services, the Couple acknowledge and agree that Jay Bingle is only required to attend at the Ceremony for a minimum of one (1) hour and a maximum of two (2) hours unless otherwise agreed in writing.

3.3. Subject to clause 3.2, Jay Bingle will endeavour to attend the Ceremony at least thirty (30) minutes prior to the Ceremony Time and will leave no earlier than thirty (30) minutes following the Ceremony Time.

3.4. Jay Bingle reserves the right to leave the Ceremony thirty (30) minutes after the Ceremony Time stated in the Contract if both or either of the Couple have not arrived or the Ceremony cannot proceed for any reason outside of Jay Bingle’s control. In these circumstances, the Couple forfeit all monies paid to Jay Bingle.

3.5. If Jay Bingle is unable to perform the Ceremony in accordance with this Contract, for any reason whatsoever including due to an unforseen accident and/or injury, Jay Bingle will advise the Couple as soon as practicable and make reasonable arrangements for another celebrant to perform the Ceremony.

**PAYMENT TERMS**

4.1. Price:

Subject to clause 4.2, at Jay Bingle’s sole discretion, the Price will be as indicated on the Tax Invoice.

4.2. Variation of Price:

* Any variation from the Services as directed by the Couple will be in addition to the Price and will be shown as variations on the Tax Invoice.
* Payment for all variations must be made in accordance with clause 4.5.

4.3. Deposit:

* The Couple must pay Jay Bingle the Deposit.
* The Deposit is immediately payable upon the Couple signing and returning the Contract to Jay Bingle.
* The Deposit is non refundable unless the Contract is cancelled by Jay Bingle under clause 7.2.

4.4. Secure Booking:

The Services will not be secured until the Deposit is paid in full and the signed Contract is returned to Jay Bingle ithers.

4.5. Payment of the Price:

* The Price (including any variations) must be paid to Jay Bingle on the earlier of:
* Four (4) months after the Contract is signed and returned to Jay Bingle; or
* Thirty (30) days prior to the Ceremony Date specified in the Contract.
* If the Price is not received within the timeframe specified in clause 4.5a, Jay Bingle may cancel the Contract by giving written notice to the Couple and retain the Deposit and all other monies paid to Jay Bingle by the Couple.
* Jay Bingle is under no obligation to provide the Services (or any part thereof) until the Price is received.

**VARIATION TO THE CEREMONY DETAILS**

5.1. Proposed changes with notice:

* If Party 1 and/or Party 2 propose a change to the Ceremony Details (as specified in the Contract), then Party 1 and/or Party 2 must notify Jay Bingle of such change in writing.
* In these circumstances, Jay Bingle must make reasonable efforts to accommodate such change. However, if the new details conflict with Jay Bingle’s prior commitments then Jay Bingle may cancel the Contract and retain the Deposit.
* Jay Bingle must notify the Couple if the Contract is cancelled pursuant to this clause 5.1 within seven (7) days of receiving notice of the change to the Ceremony Details.
* If the Contract is cancelled under this clause 5.1 less than six (6) months from the Ceremony Date specified in this Contract, the Couple will either:
* Forfeit the Price, if already paid; or
* Be liable to immediately pay Jay Bingle the Price, if not already paid.

5.2. Proposed changes late notice:

* If the Ceremony is to be changed to an alternative venue for any reason whatsoever including due to inclement weather, then Party 1 and/or Party 2 must notify Jay Bingle of such change as soon as possible by telephone to ensure that he has sufficient time to travel to the alternative venue.
* Jay Bingle will not be held responsible for any delays in the Ceremony Time due to such change.

**THE COUPLE’S OBLIGATIONS AND WARRANTIES**

6.1. The Couple agree that Jay Bingle has explained to them the legal requirements for entering into a marriage.

6.2. The Couple warrant to Jay Bingle that:

* They fully understand the legal requirements for entering into a valid marriage; and
* They are legally able to marry each other.

6.3. The Couple agree to:

* Complete and provide to Jay Bingle a Notice of Intended Marriage within the timeframe required by law.
* Provide Jay Bingle with all original documentation requested no less than fourteen (14) days before the Ceremony Date including any accredited translation documentation requested by Jay Bingle. If the Couple fail to provide all requested documentation to Jay Bingle within the specified timeframe, Jay Bingle is under no obligation to provide the Services and may cancel the Contract. In these circumstances, the Couple will forfeit all monies paid to Jay Bingle.
* Communicate all of their expectations to Jay Bingle regarding the Ceremony no later than twenty-one (21) days before the Ceremony Date.If the Couple fail to provide any such details to Jay Bingle within the specified timeframe, all decisions regarding the content of the Ceremony will be left to the sole discretion of Jay Bingle.

**CANCELLATION**

7.1. Cancellation by the Couple:

* 1. The Couple can cancel the Contract at any time by giving written notice to Jay Bingle
	2. If the Couple cancel the Contract, for any reason whatsoever, less than six (6) months before the Ceremony Date, the Couple will be liable to pay Jay Bingle the Price.
	3. If the Couple cancel the Contract, for any reason whatsoever, more than six (6) months before the Ceremony Date, the Couple will be liable to pay Jay Bingle an amount equal to 50% of the Price.

7.2. Cancellation by Jay Bingle:

* 1. Jay Bingle can cancel the Contract at any time by giving written notice to the Couple.
	2. If Jay Bingle cancels the Contract, other than in accordance with clause 6.1, then all monies paid will be refunded to the Couple.
	3. Jay Bingle will not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.

**RELEASE AND INDEMNITY**

8.1. The Couple and their guests (if any) agree to follow any directions issued by Jay Bingle on the Ceremony Date at their own risk. Jay Bingle is not liable for any personal injury or property damage that may occur.

8.2. The Couple unconditionally and irrevocably release Jay Bingle from and indemnify Jay Bingle against any and all losses, damages, claims, demands, costs or expenses that the Couple has suffered, sustained or incurred or may suffer, sustain or incur by reason of or as a consequence of the provision of the Services or Photography Services or any other term of this Contract.

8.3. If Jay Bingle experiences any unforseen obstacles on his way to the Ceremony including by way of example only (and not limited to) traffic jam, mechanical problems, car accident, cancelled flight etc then Jay Bingle will make all reasonable efforts and incur the reasonable costs for alternative travel arrangements in order to attend the Ceremony.

8.4. In these circumstances, if Jay Bingle is unable to attend the Ceremony, then Jay Bingle will:

1. Notify the Couple as soon as reasonably practicable;
2. Not be liable for any loss or damage, including any consequential loss of damage; and
3. Refund the Price, less the Deposit, to the Couple.

**GOVERNING LAW**

10.1. This Contract shall be governed by and interpreted in accordance with Queensland Law and the parties submit themselves irrevocably to the Courts of competent jurisdiction of the State of Queensland.

**ACCEPTANCE:**

The Couple agree that they have received, read and understood the Terms and Conditions contained in this Contract and that the Terms and Conditions form part of the contract with Jay Bingle and governs each and every transaction with Jay Bingle