

Funeral, Celebration of Life & Memorial Ceremony

*Terms & Conditions
Alison Lane ceremonies*



‘Let Me Take Care of this Special Day’

CELEBRANT TERMS AND CONDITIONS

“We” are: Alison Lane Ceremonies. alisonlanecelebrant@btinternet.com

You are:

The family / next of kin that received the Ceremony proposal (where more than one person, they shall be jointly and severally liable).

1. Definitions

In this agreement:

“The Ceremony” means the project of work, goods and services set out in the Ceremony proposal.

“The Event” means the event where the Ceremony is to be delivered by the Celebrant.

2. Price and payment

2.1 The Price for the Ceremony is set out in the Ceremony proposal. There is no VAT.

The Price includes all advance planning, preparations and delivery of services at the Event, as detailed. The Price is paid as set out in this clause (“the Payments”) and excludes any expenses that will be incurred by the Celebrant which will be notified to the Couple separately and agreed in writing. Expenses will be separately invoiced monthly.

2.2 A booking Payment (“the Booking Fee”) of 30% of the Price shall be paid upon entering this agreement and the Celebrant’s invoice for the Booking Fee will follow – please refer carefully to Clause 3.

2.3 A further payment of another 30% of the price shall be paid after the family meeting and before the ceremony script will be created.

2.4 A final Payment of the remaining 40% of the Price shall be paid upon completion of us creating your ceremony and before we email it to you.

2.5 The Price (the Payments and Booking Fee as set out above) and any expenses shall be the Fees of the Celebrant.

2.6 EXTRA FEES: The Celebrant requires the family / next of kin to sign off the content of the Ceremony no later than 3 days before the Event by email. There may be an administrative charge for late content changes not finalised 2 days or more before the Event to cover the cost of extra printing and administration.

NOTE : I will always try to be as flexible as possible in working changes.

Please see funeral / celebration of life / memorial ceremony Payment Schedule Agreement for further information. (by paying the 30% deposit you are accepting these terms and conditions.

Bank details for payment. Alison Lane. Sort Code 40-47-67. Account Number 18786860

2.7 The family / next of kin grants to the Celebrant consent to use any work or images created in this Assignment to show off their services, together with the right to display non-identifiable images as part of their portfolio and to write about the Ceremony on websites, social media accounts and in any marketing materials. If you do not wish to grant this consent you must confirm this in writing within 7 days of entering into this agreement.

3. Cancellation of agreement

3.1. The Ceremony can be cancelled by either party in writing or by email subject to the matters set out in this clause.

3.2 If the Celebrant cancels the Ceremony, the Booking Fee will be repaid to the family / next of kin within 14 days of cancellation, and no further refunds, sum or compensation will be payable to the Family / next of kin by the Celebrant arising from such cancellation.

3.3 Cancellation by the family / next of kin

3.3.1 If the family / next of kin cancels the Ceremony within 3 days of entering into this agreement, then the Booking Fee shall be repaid to the family / next of kin in full.

3.3.2 If the family / next of kin seeks to cancel this Ceremony 4 days after the booking and or after the family meeting has taken place, then the booking fee shall be forfeited by the family / next of kin and the next 30% payment will be due. Any expenses incurred as at the date of cancellation must be paid by the family / next of kin and those paid shall also be non-refundable.

3.3.3 Once the draft Ceremony has been sent by the Celebrant to the family / next of kin, and the family / next of kin seek to cancel the Ceremony before the day of the ceremony, a 25% refund may be given of the original price. The 75% retained in recognition of the works carried out by the Celebrant.

3.3.4 If the family / next of kin cancel on the day of the ceremony, then the full 100% is payable and no refund shall be given.

3.3.5 An invoice will be sent after the family / next of kin have made the booking, with the full amount of the ceremony detailed along with payment terms.

Email reminders will be sent out at each payment stage.

4. General Conditions

4.1 The Celebrant shall use reasonable endeavour's to meet any performance dates, but times shall be estimated only and time is not the essence of the contract.

4.2 The Fees will be paid after invoices rendered from time to time. No VAT is applicable. Payment terms are

- 30 % 24 hours after booking the ceremony
- 30% 24 hours after family meeting, before the script will be written
- 40% Final payment on completion of script, which will only be emailed once final payment has been received.

Payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time the services may be suspended and payment in advance may be required before the services are re-commenced.

4.3 If payment is not made in accordance with the above clauses, the Celebrant reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

4.4 Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the services or making proper use of the services. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website.

4.5 The Celebrant will use reasonable care and skill in performing the services. Where any valid claim in respect of the services is made (in contract or in tort) the family / next of kin may be entitled ONLY to a refund of the Fees or part of the Fees.

4.6 The Celebrant's liability in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.

4.7 Nothing in these Terms will exclude or limit liability for death or serious injury caused by the Celebrant's negligence.

4.8 The services may be terminated if payment of the Fees is not made in accordance with these terms; or if the family / next of kin commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing; or the Couple makes any statements or behaves in any way or requests the family / next of kin to undertake any actions that are discriminatory, illegal or immoral; or if the family / next of kin enters into any form of insolvency arrangement, or suspends its business. Upon termination the family / next of kin shall immediately pay any outstanding sums to the Celebrant.

4.9 The Celebrant shall not be liable for any breach of contract due to force majeure

4.10 Nothing in these terms are intended to create a partnership or joint venture between the Celebrant and the family / next of kin, and no party has the right to act as agent for the other or to bind the other party in any way.

4.11 Variations to the Assignment, or to the services, may only be agreed in writing. Services outside the scope of the proposal will attract additional charges.

4.12 The Celebrant asserts intellectual property rights, including copyright, over the written materials produced by the Celebrant as part of the services. The written materials shall not be reproduced, copied, shared or used elsewhere without the written permission of the Celebrant. All rights are entirely reserved by the Celebrant.

