

## THE CHEERFUL CELEBRANT SERVICE AGREEMENT

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN \_\_\_\_\_ Kate Underhill of *The Cheerful Celebrant* \_\_\_\_\_ (the Celebrant)

AND \_\_\_\_\_ and \_\_\_\_\_ (the Couple)

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

### Marriage Ceremony details:

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

VENUE: \_\_\_\_\_

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Alternative venue if weather inclement:

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Ceremony script: As agreed in writing by the Couple and Celebrant prior to the above wedding day.

### The Celebrant agrees:

1. To provide Registered Marriage Celebrant services to the Couple in accordance with the Code of Practice for marriage celebrants ("Annexure A").
2. To attend and conduct the marriage ceremony at the agreed time, date and place.
3. If the Celebrant is unable to conduct the ceremony for any reason, the Couple will be advised as soon as practicable and all reasonable efforts will be made by the Celebrant to assist the Couple to arrange for the ceremony to be completed by another registered marriage celebrant.
4. If the Celebrant is unable to perform the marriage ceremony:
  - 4.1 80% of the payment made by the Couple will be refunded.
  - 4.2 the Celebrant will pass the Notice of Intended Marriage to the replacement Marriage Celebrant, in a timely and appropriate manner (Refer to Clause 19).
  - 4.3 the Couple will be required to pay relevant fees directly to the replacement Marriage Celebrant.

### The Couple agree:

#### *Celebrant's fees*

5. To pay the Celebrant's fee in accordance with the invoice provided, namely:
  - Legals only: \$400 (including GST)
  - Co-Delivery marriage ceremony: \$600 (including GST)
  - 'All the Bells and Whistles' full marriage ceremony: \$1000 (including GST)
  - If overnight accommodation is required for any ceremony, an additional \$250 will be charged per night. Overnight accommodation may apply if the ceremony is more than a 2-hour drive from the Melbourne CBD.
- ◇ The initial contact meeting will be virtual or phone (unless otherwise arranged between The Couple and The Celebrant) for approximately 30 minutes.

- ◇ The follow-up meeting will be face to face to confirm the Couple's individual identification, complete NOIM and to discuss ceremony details (1 hour).
- ◇ Should the Couple wish to book, a 20% booking fee will be required within 24 hours from the first face to face meeting. Second payment will be required 3 months prior to ceremony, final payment required 1 month prior to ceremony as follows:

Payment schedule	Within 24 hours after first face to face meeting	3 months prior to ceremony	1 month prior to ceremony
Legals only	\$80	\$160	\$160
Co-Delivery	\$120	\$240	\$240
All the Bells & Whistles	\$200	\$400	\$400

- ◇ Fees listed above cover all costs and expenses (including GST) associated with each ceremony including registration of the marriage with Births Deaths and Marriages (BDM).\*
- ◇ \*Fees do not cover printing of ceremony programs, and this will be the responsibility of the Couple.
- ◇ Should a cancellation be requested by the Couple, 50% of any payments made will be returned.
- ◇ If full payment has not been made to the Celebrant in accordance with these terms then the Celebrant will not attend the ceremony.
- ◇ Payment to be made via direct bank transfer (details provided below).
- ◇ If required, refunds will be made via direct bank transfer from the Celebrant to the Couple's nominated account.

#### *Documentation*

6. The Couple are to provide the Celebrant with all original documentation requested no later than 48 hours prior to the wedding day, including any accredited translation documentation requested by the Celebrant.
7. If the Couple fail to provide all documentation requested to the Celebrant no later than 48 hours prior to the wedding day, the Celebrant will not attend the ceremony.

#### *Ceremony*

8. The Couple are to advise the Celebrant immediately via email of any change to the time, date or place of the marriage ceremony. The Celebrant reserves the right to terminate the agreement and retain the booking fee should she be unable to conduct the ceremony due to the change.
9. If the ceremony is to be changed to the alternative venue due to inclement weather, then the Couple is to inform the Celebrant personally by telephone by a time nominated previously by the Celebrant in writing to ensure the Celebrant has sufficient time to travel to the alternative venue.
10. Notice of cancellation of the ceremony must be given to the Celebrant via email, and the Celebrant reserves the right to retain the booking fee and other amounts paid.
11. The Celebrant reserves the right to leave the place of the ceremony 30 minutes after the agreed start time if both clients have not arrived or the ceremony cannot proceed for any reason outside the Celebrant's control.

#### *Undertakings*

12. The Couple undertake to provide the Celebrant with accurate information and acknowledge that there are penalties for making false declarations.

#### *Acknowledgements:*

13. *Workplace Health and Safety Act 2011*

13.1 The Couple acknowledge that:

- 13.1.1 under the Celebrant's responsibilities contained in the *Workplace Health and Safety Act 2011*, the Celebrant will not conduct the 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;

14. *Replacement marriage celebrant*

- 14.1 The Couple acknowledge that before the marriage can be solemnised by a replacement Marriage Celebrant, the replacement Marriage Celebrant is required to sight all original documents that the Celebrant sighted, such as birth certificates, divorce and/or death certificates as appropriate, passport and/or driver licenses;
- 14.2 The Couple undertake to ensure that their original identification documents are available at the venue to ensure a change of Celebrant on their wedding has access to their documents, including any divorce or death certificate if relevant;
- 14.3 If the replacement Marriage Celebrant is not able to sight the required original documentation, the marriage cannot be solemnised, and an alternative ceremony such as a commitment ceremony may be offered instead with the marriage being solemnised at a later time once all original documents have been sighted.
15. The Couple are not to arrive at the ceremony appearing to be inebriated or under the influence of any other substance, otherwise the Celebrant is lawfully not authorised to solemnise their marriage; and
- 15.1 judgment as to inebriation or the Couple being under the influence of alcohol or any other substance is at the **Celebrant's sole judgment**; and
- 15.2 their two official witnesses must be aged 18 or over and appear sober and not under the influence of any other substance in the sole judgment of the Celebrant, otherwise alternative official witnesses must be used.
16. The Celebrant has explained, and the Couple understand, the legal requirements for entering into a valid marriage, and they agree to comply with their obligations as requested by the Celebrant.
17. The signature of one marrying party alone to this Agreement shall be binding on the Couple.

**PERMISSION TO USE PHOTOGRAPHS/VIDEO FOOTAGE**

- ☐ By ticking this box, the Couple agree for the Celebrant to use photos/video footage of the marriage ceremony for *The Cheerful Celebrant* marketing purposes including website, social media and printed material.
- ☐ By ticking this box, the Couple agree for the Celebrant to request consent from the official wedding photographer/videographer to source photos/videos.

**PAYMENT DETAILS**

BSB **083-166** Account number **260 669 499**

Please use the date of your ceremony (eg 09 NOV 2024) as the reference number with your transfer – thankyou.

\_\_\_\_\_  
Signature Person 1

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature Person 2

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature Celebrant

\_\_\_\_\_  
DATE

## **CODE OF PRACTICE FOR MARRIAGE CELEBRANTS**

The Code of Practice for Marriage Celebrants is contained in Schedule 2 of the Marriage Regulations 2017.

### **1 APPLICATION OF THIS CODE OF PRACTICE**

This Code of Practice applies to marriage celebrants.

*Note 1:* A marriage celebrant is a person registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*: see subsection 5(1) of that Act.

*Note 2:* Under paragraph 39I(1)(b) of that Act, if the Registrar of Marriage Celebrants is satisfied that a marriage celebrant has not complied with an obligation under section 39G of that Act, including this Code of Practice, the Registrar may take disciplinary measures against the marriage celebrant.

### **2 HIGH STANDARD OF SERVICE**

A marriage celebrant must maintain a high standard of service in his or her professional conduct and practice. This includes (without limitation) ensuring the following:

- (a) appropriate personal presentation for marriage ceremonies;
- (b) punctuality for marriage ceremonies;
- (c) accuracy in preparation of documents and in the conduct of marriage ceremonies.

### **3 RECOGNITION OF SIGNIFICANCE OF MARRIAGE**

A marriage celebrant must recognise the social, cultural and legal significance of marriage and the marriage ceremony in the Australian community, and the importance of strong and respectful family relationships.

### **4 COMPLIANCE WITH THE ACT AND OTHER LAWS**

A marriage celebrant must:

- (a) comply with the requirements of the *Marriage Act 1961* and the *Marriage Regulations 2017* which apply to the marriage celebrant; and
- (b) observe the laws of the Commonwealth and of any State or Territory in which the marriage celebrant solemnises marriages; and
- (c) avoid unlawful discrimination in the provision of marriage celebrancy services.

### **5 GENERAL REQUIREMENTS FOR MARRIAGE CEREMONIES**

A marriage celebrant must respect the importance of the marriage ceremony to the parties and the other persons organising the ceremony. This includes (without limitation) the following:

- (a) giving the parties information and guidance to enable them to choose or compose a marriage ceremony, including information to assist the parties to decide whether a marriage ceremony rehearsal is needed or appropriate;
- (b) respecting the privacy and confidentiality of the parties, including by:
  - (i) arranging for appropriate facilities to interview parties; and
  - (ii) dealing appropriately with personal documents and personal information; and
  - (iii) maintaining appropriate facilities for the secure storage of records; and

- (iv) ensuring the return of all personal documents belonging to the parties as soon as practicable (unless it is necessary to keep the documents for the ceremony);
- (c) giving the parties information about how to notify the Commonwealth Attorney-General's Department of any concerns or complaints they may have regarding the marriage services provided by the marriage celebrant.

## **6 KNOWLEDGE AND UNDERSTANDING OF FAMILY RELATIONSHIPS SERVICES**

A marriage celebrant must:

- (a) maintain an up-to-date knowledge about appropriate family relationships services in the community; and
- (b) inform the parties to the marriage about the range of information and services available to them to enhance, and sustain them throughout, their relationship.