

## Terms of Service Agreement

The parties agree to the following terms of service:

- \* Ceremony base rate: \$650 (paid in full or in 3 stages as outlined in Payments & Refund Policy)
- \* Fees apply if ritual resources are supplied by celebrant (e.g. sand ceremony etc.)
- \* Fees apply if travel of more than 50km is required by celebrant
- \* Fees apply if couple wish for celebrant to attend wedding rehearsal in person

\* Initial Deposit paid within 7 days of signing this terms of agreement, second payment paid when NOIM is signed, and the remaining balance paid 14 days prior to wedding day

\* Face to face meeting or via online methods if necessary (\$50 fee applies if cancellation is less than 2 hours prior to meeting time)

- \* Regular email, phone calls or SMS to Celebrant ongoing (within reason)
- \* Completion and lodgement of legal documents by celebrant

\* Couple to complete Notice of Intended Marriage document (minimum one month prior) and provide sighted proof of age/person/place of birth prior to wedding

- \* Writing ceremony script, confirmation and finalisation of ceremony by celebrant
- \* Certificate of Marriage (hard copy for couple to keep)
- \* Celebrant officiating ceremony (arriving at an appropriate time prior to commencement of ceremony)

\* Couple to complete declaration on form 14 (Declaration of no legal impediment to marriage) - provide to Celebrant at least one week prior to wedding

\* Couple must be at agreed venue no later than 15 minutes after the agreed starting time (this could incur a fee if ceremony goes well over the designated and agreed timeframe)

- \* Couple to provide signing table and chairs (\$50 fee if needing celebrant to supply)
- \* Couple to arrange any necessary council permits for wedding ceremony
- \* Celebrant to provide wireless PA system for ceremony
- \* Couple to arrange music system/arrange a person to play music on the day

\* Agree to all Wanderlust Ceremonies' Policies and Procedures, including Payment and Refund Policy

Before signing this document, ensure you have read and understand the terms and conditions outlined. In signing this document, you agree to the full terms and conditions of this document.

## **Policies and Procedures**

**Celebrant's Responsibilities.** Marriage Celebrant's have a Duty of Care to adhere to the Code of Practice, as they must have a high standard of service, recognise the significance of marriage, and comply with legislation.

It is the celebrant's responsibility to prepare, lodge, and register all legal documents required to the registry office and officiate ceremony in accordance with legislation.

It is the celebrant's responsibility to ensure that all equipment supplied by celebrant is in good working condition and is well maintained. All equipment is tested before each ceremony. If there is however technical difficulties with celebrant's equipment during the ceremony, this is no obligation on the celebrant's part to supply clients with a refund of any amount. Equipment used at ceremonies is to only be set up and controlled by celebrant, unless otherwise specified. It is the responsibility of the marrying couple to organize the playing of music during a ceremony. If they wish for celebrant to co-ordinate the music during the ceremony, the celebrant cannot be held accountable if there are any technical issues regarding timing of the music, correct song choice, volume of the music.

If celebrant is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, the celebrant reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, celebrant shall not be obligated to refund any of the fees paid by Client because of such action.

**Deposit/Payment.** Initial non-refundable deposit must be made within 7 days of signing this Terms of Service Agreement to secure the date. Payment can be made by cash or electronic transfer. For international weddings, a higher deposit will be requested at the discretion of the celebrant to secure flights and accommodation. If full payments hasn't already been made, a second non-refundable payment of 50% of the booking fee (minus the initial deposit already paid) will need to be paid when the Notice of Intended Marriage (NOIM) is signed. This is the Lodgement fee. Full remaining payment of any package (unless full payment has already been made) must be received 14 days prior to the ceremony date.

Alternatively, if payment is made in full, the initial deposit amount is non refundable once these Terms are signed by clients. Once the Notice of Intended Marriage has been lodged, half of the full amount (including deposit) is non refundable. Once the ceremony has been solemnised, the full amount is non refundable.

Receipts will be distributed once payments have been received. Wanderlust Ceremonies retains the right to refuse provision of services for failure to pay the full balance of the agreed package. In the event that Client fails to remit payment as specified, celebrant shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned deposit), to attend the Event.

**Price Protection.** Celebrant warrants all prices quoted for ceremony are valid for 7 days following the quote given. Bookings placed after such period are subject to Celebrant's current pricing at the time of the booking made.

**Refund Policy.** If payment is made in full, the initial deposit amount is non refundable once Terms of Agreement is signed. Once the NOIM has been lodged, half of the full amount is non refundable. Once the ceremony has been solemnised, the full amount is non refundable. Alternatively, the deposit paid upon signing the Terms of Agreement and securing the ceremony date is non-refundable. The 50% booking fee/Lodgement fee paid when signing the NOIM is non-refundable once forms are organised and signed. The remainder of all fees is nonrefundable once ceremony has been solemnised by the celebrant. Where the Celebrant fee has been paid and the marriage is not solemnised by the authorised celebrant on the day on which it was to have been solemnised, where notice of cancellation of the marriage is given to the celebrant not less than 14 days before that day; or the celebrant fails to attend the marriage, then the celebrant shall refund the Celebrant fee, minus initial deposit. In any other case, requests for refund of fees will be at the discretion of the celebrant. If the wedding is postponed or brought forward, the booking fee will only be credited if the following conditions are met: \* The marriage celebrant does not have commitments on the new date \* A new agreement is entered into in the event of solemnisation fees increasing \* There is sufficient notice given to book and perform another wedding on the original date.

**Event Changes.** Celebrant must be notified immediately of any changes in schedule or location, at least 14 Days in advance of the scheduled Event date. If Client notifies celebrant by phone, a written (i.e. email)

confirmation must be sent within 2 days of such notification. If the date of the Event changes, it is subject to Celebrant's availability. If Celebrant is not available for new date, celebrant is entitled to retain the non-refundable payments made (be it, deposit and lodgement fee).

**Cancellation.** Upon acceptance of these terms and payment of the deposit, Celebrant shall commit to attending the Event on the specified date, and shall make no other reservations for that date. If Client cancels the Event entirely with at least 14 days notice, then Celebrant shall not be required to repay deposit or amount paid after lodging Notice of Intended Marriage. If client cancels the event entirely with less than 14 days notice, then celebrant shall not be required to repay approximate to repay the non-refundable payments made by Client (deposit and lodgement fee).

**Ceremony Commencement Time.** The ceremony must start close to client's stated time. If delayed more than 30 minutes, the marriage celebrant reserves the right to invoice for the following charges: Between 30 and 45 minutes after the ceremony start time – an additional \$50; Between 46 and 60 minutes after the ceremony start time – an additional \$100; More than 61 minutes after the ceremony start time – an additional \$150 and the celebrant reserves the right to other commitments.

**Force Majeure.** If Celebrant is unable to attend Event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, Celebrant's sickness, or other acts of God beyond the parties' control, then Celebrant shall work with the clients to find an alternative. This could be finding an alternate date; providing a list of other celebrants to the clients; If there is time for the replacement celebrant and if it is possible to have the original NOIM transferred, sight the couple's date and place of birth and previous marriage documents - the new celebrant could quickly fill out by hand, a new set of forms (the Declaration of no Impediment and the three marriage certificates using the new correct details.); if there is not enough time, the celebrant replacement could stand up in front of the couple and guests, introduce themselves and indicate that because of the emergency situation they are today performing a commitment ceremony and that the legal parts of the a marriage will take place at another time. The replacement celebrant would proceed with the ceremony as written, including rings and rituals, but omitting the Monitum, the legal vows and any pronouncement that the pair were a married couple. In these circumstances, celebrant shall refund the celebrant fee, minus initial deposit. In any other case, requests for refund of fees will be at the discretion of the celebrant.

If the wedding is postponed or brought forward, the booking fee will only be credited if the following conditions are met: \* The marriage celebrant does not have commitments on the new date \* A new agreement is entered into in the event of solemnisation fees increasing \* There is sufficient notice given to book and perform another wedding on the original date.

**Privacy and Confidentiality.** Celebrant recognises the importance of ensuring that personal information held by celebrancy service is treated confidentially, and is committed to ensuring that all personal information is only collected, disclosed, used and stored in accordance with the Code of Practice for Marriage Celebrants (found in Schedule 2 of the Marriage Regulations 2017), it is the celebrant's obligation to comply with the following in order to maintain your privacy and confidentiality; respect the privacy and confidentiality of the parties, arranging for appropriate facilities to interview parties, dealing appropriately with personal documents and personal information, maintaining appropriate facilities for the secure storage of records, 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).

**Term.** The term of this Agreement shall commence upon the execution of this Agreement, and shall terminate upon Celebrant's delivery of the service, unless terminated earlier as provided herein.

**Waiver/Miscellaneous.** This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed by both parties hereto.

**Model Release.** Client hereby agrees that Celebrant may publish, exhibit, and otherwise use images from the Event for instructional or marketing purposes without payment of any additional fee.

**Promotion.** I/we hereby give permission for Celebrant to use my/our name/s and photographic likeness in all forms and media for advertising, trade, promotional and any other lawful purposes such as promotion and marketing.

**Complaints.** As an authorised marriage celebrant I abide by the Celebrant Code of Practice. You can find the code in Schedule 2 of the Marriage Regulations 2017. If clients have any unresolved concerns or complaints about my services as a marriage celebrant, you can find more information about making a complaint from the Commonwealth AttorneyGeneral's Department at www.ag.gov.au

Before signing this document, ensure you have read and understand the terms and conditions outlined. In signing this document, you agree to the full terms and conditions of this document.

Date:

Date:

Full name:

Full name:

X\_\_\_\_\_

Party 1 signature

X

Party 2 signature