

# Client Service Agreement with Lisa Webb Celebrant

By completing the Online Booking Form on the Celebrant's website, the Parties are accepting the terms and conditions of this Agreement.

## The Celebrant's Responsibilities

### Documentation

1. The Celebrant will provide accurate invoices and receipts to the Parties for payments made.
2. The Celebrant will prepare legal documentation for the Parties and lodge these within 14 days of the marriages ceremony with the Registry of Births Deaths Marriages WA.
3. The Celebrant will prepare and provide the ceremony script to the Parties no later than two weeks before the wedding date, excluding the information that has been agreed to keep private until the ceremony such as the 'Love Story' (based on the Couples Questionnaire) and Personal Vows.
4. After the ceremony, the Celebrant will provide the Parties with the Certificate of Marriage (Form 15), a copy of the complete ceremony script and their responses to the Couples Questionnaires. These will be given to a person nominated by the couple or put in a safe place (e.g. the Wishing Well/Card Box) as agreed prior.

### Code of Conduct

5. The Celebrant will provide Registered Marriage Celebrant services to the Parties in accordance with the Attorney General's Code of Practice and inform the Parties of the process for lodging a complaint with the Attorney General's department when dissatisfied with the Celebrant's service.
6. The Celebrant will arrive at the ceremony place no later than 30 minutes prior to the agreed start time. The Parties can access the Attorney-General's Code of Practice for Celebrants here: <https://www.ag.gov.au/families-and-marriage/publications/code-practice-marriage-celebrants>

### Replacement Marriage Celebrant

7. If the Celebrant is unable to conduct the ceremony for any reason, the Parties will be advised as soon as practicable, and all reasonable efforts will be made by the Celebrant to assist the Parties to arrange for the ceremony to be completed by another marriage Celebrant.
8. The Celebrant will transfer the *Notice of Intended Marriage* to the replacement Celebrant. Please note that Parties will be required to show identification and other relevant legal documents to the replacement Celebrant prior to the ceremony.
9. Payment to the replacement marriage Celebrant will be made by Lisa Webb Celebrant.

### Duty of Care for Wedding Party, Guests and Celebrant

10. The Celebrant will take all precautions within her control to ensure that the site and conditions pose no risk to any person attending the ceremony. Any concerns with the site and conditions will be discussed with the Parties prior to commencement of the ceremony. See sections 33-43 of this Agreement for full details.
11. The Celebrant has a Public Liability insurance policy.

### PA Equipment

12. Use of the Celebrant's PA system is subject to favourable weather and environmental conditions and it will not be used in any circumstances where the PA unit may be exposed to harm, either by person(s) or the elements such as extreme heat, rain or wind gusts, and locations such as sand, uneven ground and hillsides. Judgment to be at the Celebrant's sole discretion.
13. Where the Celebrant's PA system is used, the Celebrant undertakes to use her best endeavours to ensure that the PA is fully charged, functional and tested prior to the ceremony. However, the Parties acknowledge that equipment may malfunction from time to time and should the PA fail at any time prior, during or after the ceremony, the Celebrant will not be held responsible and no refunds will be made. The Celebrant has a back-up combined speaker and microphone for use if required.

## Client's (Parties) Responsibilities

### Communication

14. The Parties agree to respond promptly to all communications and requests for information required to create their ceremony from the Celebrant.

### Documentation

15. The Parties agree to provide the Celebrant with personal information and requested documentation to complete and lodge the *Notice of Intended Marriage* with the Celebrant. Failure by the Parties to lodge the *Notice of Intended Marriage* with the Celebrant by one month before the agreed ceremony date will result in the Parties being offered a Commitment Ceremony by the Celebrant. The Legal Solemnisation of the Parties marriage will be arranged with the Celebrant at a mutually convenient future date. Additional fees will be incurred by the Parties as per the Legal Only Ceremony fee published on the Celebrant's website at [www.lisawebbcelebrant.com.au](http://www.lisawebbcelebrant.com.au)
16. The Parties agree to provide the Celebrant with all requested original documentation no later than 7 days prior to the ceremony date, including any accredited translation documentation requested by the Celebrant. If the Parties fail to provide all documentation requested to the Celebrant no later than 7 days prior to the ceremony date, the Celebrant will not conduct the ceremony and the fees paid will not be refunded.
17. The Parties are required by law to meet with the Celebrant separately before the marriage ceremony takes place. This can be any time before the ceremony including on the wedding day at the wedding venue. A short meeting is required to obtain each person's consent to be married and to sign the *Declaration of No Legal Impediment to Marriage*. The meeting with each person does not have to be alone with the Celebrant but does have to be in the absence of the other party to the marriage. The Celebrant must be satisfied that each person is freely and willingly consenting to be married.
18. For Epic Loveday Ceremonies, the Parties agree to both complete the Couples Questionnaire by two months prior to the ceremony so that the Celebrant can proceed with writing the script. If the Questionnaires are not received by both parties in sufficient time to prepare a personalised ceremony, the Celebrant will present a pre-written non-personalised ceremony script.
19. For Low Key Loveday Ceremonies, the parties agree to complete the questionnaire together no later than six weeks prior to the ceremony date. If it is not completed by six weeks prior to the ceremony date, the Celebrant will assume that the parties do not wish to have their ceremony personalised and will present a pre-written non-personalised ceremony script.
20. For Legal Loveday Ceremonies, the Parties will be provided with a ceremony script which they can add details to if they wish. The Parties must send the Celebrant any additional information for their script no later than one week before the ceremony. If no additional details are provided by the Parties then the Celebrant will present the Legals Only script as written.
21. The Parties must provide the Celebrant in writing of any changes to their name, address or occupation no later than 7 days prior to the agreed ceremony date.
22. The Parties are required to sign the *Declaration of No Legal Impediment to Marriage* prior to the marriage ceremony commencing on a date no earlier than one month before the agreed wedding date up to and including the wedding day.
23. The Parties are required to sign three documents at end of their marriage ceremony – two Official Certificates of Marriage (retained by the Celebrant for registration purposes) and the Certificate of Marriage (Form 15), which will provided to the Parties on the wedding day.

### Celebrant Fees

24. For all ceremonies, the Client is required to pay a \$550 inclusive of GST non-refundable booking fee to secure the agreed date and time for the ceremony. For Epic Loveday Ceremonies, a progress payment of \$300 inclusive of GST is required two months prior to the ceremony. The balance of the fee is required one month prior to the ceremony. For Low Key Loveday Ceremonies, no progress payment is required. The balance of the fee is required no later than one month prior to the ceremony.

All invoices and receipts will be sent via the Celebrant's financial system. Payments are required by bank transfer. Credit card payments can be accepted by PayPal. Any fees incurred for paying via credit card must be paid by the parties.

25. All payments are subject to the following Refund Policy:

- a) The \$550 inclusive of GST booking fee is non-refundable under any circumstances. This fee covers the completion of the *Notice of Intended Marriage*, preparation work taken by the Celebrant for the ceremony and secures the agreed date and time of the ceremony. The Celebrant will refuse other bookings on the day of the ceremony that fall within three hours of the agreed ceremony start time (depending on the location of the ceremonies).  
Even if the *Notice of Intended Marriage* has yet to be lodged at the time of a request to cancel the booking by the Parties, no refund will be given as preparatory work will have already undertaken prior to lodgement.
- b) If there are more than SIX months until the planned ceremony date and the Parties choose to reschedule the ceremony to another date later than the original date, if the Celebrant is available on the new date, the booking fee will transfer to the new date without additional costs, however if the new date is chosen after the Celebrant's fees have changed, a new ceremony fee may apply and the Celebrant will provide a quote for the new ceremony date.
- c) If there are less than SIX months until the planned ceremony date and the Parties choose to reschedule the ceremony to another date:
  - The Parties may get married on a Thursday (anytime) or a Friday, Saturday or Sunday morning (before 1pm) and no change to fees will occur (subject to the Celebrant's availability on the proposed new date); or
  - The Parties may get married on a Friday, Saturday or Sunday after 1pm, the booking process will begin again and the Celebrant's full fee including Booking Fee will apply for the new date (subject to the Celebrant's availability). If the new date is chosen after the Celebrant's fees have changed, a new ceremony fee may apply and the Celebrant will provide a quote for the new ceremony date.
- d) Early payment of the progress payment and final balance will not be accepted by the Celebrant. The Parties agree to wait until invoices are received before making any payments. If early payments are received in the Celebrant's bank account, they will be immediately refunded upon receipt of the Parties bank details.
- e) The balance of the ceremony fee is due no less than ONE MONTH before the ceremony. If full payment has not been made prior to the ceremony date, the Celebrant will not conduct the ceremony.
- f) If the ceremony must be rescheduled due to Government or other restrictions beyond the Parties' control, the Celebrant will transfer the booking to a mutually convenient date with no additional fees required. Ask the Celebrant about the circumstances for proceeding with a legal ceremony on the planned date (if permitted by restrictions) and holding another ceremony with all guests at a later date.

#### **Cancellation and/or Changes to Ceremony date, start time or place**

26. The Parties agree to advise the Celebrant immediately in writing (email or text) of any change to the date, start time or place of the marriage ceremony. The amended date and start time and/or place will be agreed between the Celebrant and the Parties. 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. If the Parties and the Celebrant are unable to find a mutually convenient date for the ceremony, then the booking will be cancelled and the Celebrant will offer to refer the Parties to another Celebrant.

The \$550 inclusive of GST booking fee is non-refundable. Refund of other fees paid to date is at the discretion of the Celebrant, in accordance with the Refund Policy at 15 above. The Celebrant will offer to transfer the ceremony script (if written) to the new Celebrant.

Providing that the ceremony takes place within 18 months of signing the *Notice of Intended Marriage*, the NOIM will transfer to the new Celebrant. The Parties must negotiate a fee with the new Celebrant. Note that it is at the new Celebrant's discretion to accept and use information, such as the script and questionnaires, provided by the original Celebrant for the ceremony.

27. If the Parties cancel the booking and payment has been made for the following items, the terms will be as follows:
- travel fees - these will be refunded;
  - special clothing or accessories - these will only be refunded if the Celebrant is able to cancel them or obtain a refund; and/or
  - communications with consulates or government agencies on behalf of the Parties – these will only be refunded if the communications have yet to be completed.

28. In the event that the full Celebrant fee has been paid, the ceremony has been written and the ceremony cannot proceed on the scheduled date due to one or both of the parties being unwell (inclusive of all medical conditions including COVID-19), the following refunds will be offered at the Celebrant's sole discretion:

- Up to \$250 refund for Low Key Loveday Ceremonies;
- Up to \$500 refund for Epic Loveday Ceremonies; and
- \$0 refund for Legals Only Ceremonies.

If the couple wish to reschedule their ceremony with the same script as prepared for the original ceremony, a ceremony fee of \$450 plus GST will apply to secure the Celebrant for a new date subject to the Celebrant's availability.

The couple should note that additional travel or out-of-hours fees may apply if the rescheduled ceremony takes place at a different location or time to the original ceremony.

29. The Parties agree that the Celebrant reserves the right to leave the place of the marriage ceremony 60 minutes after the agreed start time if both Parties have not arrived or the ceremony cannot proceed for any reason outside the Celebrant's control.

The Celebrant will make every effort to stay as long as required and will advise the Parties in advance if there is a reason why she will not be able to stay longer than 60 minutes after the agreed start time so they are aware of any limitations.

In the event of the delays set out above, the Parties will liaise with the Celebrant to mutually agree on a later time and place for the Celebrant to solemnise the marriage for an extra fee payable in advance.

30. If the ceremony is to be changed to an alternative venue due to inclement weather, then one of the Parties is to inform the Celebrant personally in writing via text message at least 6 hours before the ceremony start time to ensure the Celebrant has sufficient time to travel to the alternative venue.

### **Rehearsal and Final Planning**

31. A rehearsal is available on request and may incur a fee depending on the location, date and time. A rehearsal is included in the Epic Loveday Ceremony fee for weddings that take place within 50km of Success WA. Possible dates and times should be discussed with the Celebrant directly as early as possible to agree on a mutually convenient date and time. In the event that the Celebrant is unable to attend a scheduled rehearsal due to illness, circumstances beyond her control, or the requirement to conduct another event such as a funeral, no refund or discount will be made. Every attempt will be made to reschedule the rehearsal on a mutually convenient date and time.

A rehearsal can be arranged for Low Key Loveday Ceremonies for an additional fee.

32. For all ceremonies, a Final Planning Meeting or Video Call will be offered for the week of the wedding to go over all the details as required. If a rehearsal takes place then no Final Planning Meeting or Video Call is required as all details will be discussed at the rehearsal.

### **Duty of Care for Wedding Party, Guests and Celebrant**

33. The Parties acknowledge that under the *Workplace Health and Safety Act 2011 Act*, 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.

34. The Parties agree that, while working with the Celebrant on the day of the ceremony, they will not undertake any illegal or dangerous activities that threaten the Celebrant's safety and well-being, or that of other vendors, guests, or themselves.

35. Unless legislation provides otherwise, it is the Parties' responsibility to ensure they, and other vendors, are following government regulations in relation to public health and safety, including any restrictions relating to gatherings and social distancing.
36. If these regulations are not strictly adhered to and the Celebrant feels that their personal safety is at risk, the Celebrant reserve the right to exit the ceremony and their duties. In such cases, the Parties will forfeit any fees paid.
37. The Celebrant is not responsible for the failure of the ceremony participants and guests to follow government regulations relating to public health and safety, including those restrictions relating to gatherings and social distancing. To the fullest extent permitted by law, the Parties agree that the Celebrant will not be liable to the Parties or any person for any claim resulting from issues related to public health and safety or the enforcement of mandatory rules and regulations.

### **Severe Weather Policy**

38. Safety Concerns: In the event of severe weather warnings, unsafe winds, consistent rain, or temperatures exceeding 38°C, it is the responsibility of the Parties to ensure a safe and suitable ceremony location for all involved. This includes but is not limited to providing adequate shelter, shade, or relocating to an agreed-upon Plan B location.
39. Non-Negotiable Relocation (38°C and No Shade): If the temperature exceeds 38°C and the ceremony location does not provide adequate shade, the agreed-upon Plan B location must be used. This decision is non-negotiable to ensure the safety and comfort of all guests, vendors, and the Celebrant.
40. Requirements for Shade-Provided Ceremonies (38°C or More): If temperatures exceed 38°C but adequate shade is provided at the ceremony location, the Parties must ensure:
  - Cold water is available for all guests and vendors.
  - Sunscreen is provided and made accessible to guests.
  - Handheld fans are encouraged for additional comfort.
  - These measures are mandatory to maintain the safety and well-being of everyone involved and ensure suitable working conditions for all vendors.
41. Equipment Safety: If severe weather poses a risk to my equipment or the safety of the Celebrant or other vendors, the Celebrant reserves the right to delay, pause, or stop the ceremony until conditions improve or the ceremony is moved to the Plan B location.
42. Emergency Protocols:
  - If severe weather arises during the ceremony, the Celebrant reserves the right to temporarily pause proceedings to ensure the safety of all involved. If conditions do not improve within a reasonable timeframe, the ceremony may need to be relocated or rescheduled. Any decisions regarding timing will be made in consultation with the Parties.
  - Failure to Relocate: If severe weather conditions arise and no Plan B location is agreed upon or used, the Celebrant reserves the right to pause or discontinue their services if the safety of the Celebrant, vendors, guests, parties or equipment is at risk. In such cases, the Parties will forfeit any fees paid.
43. The Celebrant will not be held liable for any delays, interruptions, or cancellations caused by severe weather, and to the fullest extent permitted by law, the Parties agree that the Celebrant is not responsible for any resulting claims or damages.

### **Replacement Marriage Celebrant – Sighting ID documents**

44. In the event that a replacement marriage Celebrant is required, the Parties acknowledge that the marriage Celebrant must sight the required identification documents (originals, photographs or scanned copies are all permissible) for each of the Parties. If the relevant documents are not sighted by the Celebrant, the marriage cannot be solemnised and an alternative ceremony (eg commitment) may be offered instead with the marriage being solemnised at a later time once all relevant documents have been sighted.

### **Under the influence of alcohol or other substances**

45. The Parties must be sober and not under the influence of any substance at the ceremony, otherwise the Celebrant is lawfully not authorised to solemnise their marriage. Judgement as to inebriation or the Parties being under the influence of alcohol or any other substance is at the Celebrant's sole judgement.

### **Requirements for Official Witnesses**

46. The two official witnesses provided by the couple must;

- Hear the Parties say their legal marriage vows aloud;
- Be aged 18 or over;
- Fully understand spoken and written English; and
- Appear sober and not under the influence of any other substance in the sole judgement of the Celebrant, otherwise alternative official witnesses must be used.

Witnesses can be arranged by the Celebrant on request and the Parties will be required to pay each witness \$50 cash before the ceremony takes place.

### **Permission to use images**

47. The Parties give permission for their images to be used by the Celebrant for purposes such as website, social media posts or promotional material. The parties must advise the Celebrant of any limitations on this permission in advance.

### **Use of Celebrant's PA equipment**

48. If the Parties want the Celebrant to control the music for the ceremony, a playlist with timings must be supplied to the Celebrant no later than 48 hours before the ceremony. If the Celebrant determines that the complexity of the task requires additional assistance, a fee of \$50 plus GST will apply to cover the cost of a music assistant to the Celebrant.

49. If the Parties employ a videographer for the ceremony, permission to have access to the Celebrant's sound system will be at the Celebrant's discretion.

### **Additional Services**

50. Any handmade products that the Parties order from the Celebrant (for example, Engraved Acrylic Vow Panels) will be invoiced separately from the ceremony fees. The Parties are under no obligation to order any items from the Celebrant at any time.

If you have any questions about this Client Service Agreement, please contact Lisa Webb.

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