

Client Service Agreement

Celebrant's Responsibilities

Documentation

1. The Celebrant will prepare legal documentation for the Parties and lodge these within 14 days of the wedding with Births Deaths Marriages WA.
2. The Celebrant will prepare and provide the ceremony script to the Parties one month 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.
3. The Celebrant will provide the Parties with a copy of the complete ceremony script and their responses to the Couples Questionnaire after the ceremony.
4. The Celebrant will provide accurate invoices and receipts to the Parties for payments made.

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 at least 30 minutes prior to the agreed start time.

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 the 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.
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 (such as beaches, sandy paddocks, rocky hillsides) and it will not be used in any circumstances where the PA unit may be exposed to harm, either by person or persons or the elements such as rain or wind gusts, and locations such as beaches, sandy areas, rocky 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. The Celebrant has a back up combined speaker and microphone for use if required.

You 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>

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.

Celebrant Fees

15. For all ceremonies, the Client is required to pay a \$250 non-refundable booking fee to secure the agreed date and time for the ceremony. For Love Story Ceremonies, a progress payment of \$250 is required two months prior to the ceremony. The balance of the fee is required one month prior to the ceremony. For Sweet & Simple Ceremonies, no progress payment is required. The balance of the fee is required one month prior to the ceremony.

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

- a) The \$250 booking fee is non-refundable under any circumstances. This fee covers the completion of the Notice of Intended Marriage and preparation work taken by the Celebrant for 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).
- b) If there are more than FOUR 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 and any other fees will transfer to the new date without additional costs, however if the new date is chosen after the Celebrant's fees have changed, the new ceremony fee will apply. Check the website for current fees.
- c) If there are less than FOUR 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 (if the Celebrant is available on the new date); or
 - The Parties may get married on a Friday, Saturday or Sunday after 1pm but the booking process will begin again and the Celebrant's full fee including Booking Fee will apply for the new date (if the Celebrant is available). If the new date is chosen after the Celebrant's fees have changed, the new ceremony fee will apply. Parties should check the website for current fees.
- d) If the Parties choose to cancel the booking with the Celebrant for any reason prior to two months before the ceremony, no further payment will be required but the \$250 booking fee will not be refunded. Any payment over \$250 will be refunded.
- e) If the Parties choose to cancel the booking within two months of the ceremony for any reason and have paid both the booking fee and the progress payment, no refund will be given.

If the Parties have paid the full fee when the ceremony is cancelled, the Celebrant will make a discretionary refund that takes into account how much work has been done in preparing the ceremony.
- f) 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.
- g) 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

17. The Parties agree to advise the Celebrant immediately in writing 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 \$250 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.

18. 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.

19. 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:

- Up to \$250 refund for Sweet & Simple Ceremonies;
- Up to \$500 refund for Love Story 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 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.

20. 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.

21. 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 (text/message/email) 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

22. A rehearsal is available on request and may incur a fee depending on the location, date and time. It is not automatically included in the Celebrant's fees and should be discussed with the Celebrant.

23. 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.

Documentation

25. 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.
26. For Love Story 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, the Celebrant will present a pre-written non-personalised ceremony script.
27. For Sweet & Simple Ceremonies, the parties agree to complete the questionnaire together no later than one month prior to the ceremony date. If it is not completed by one month 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.
28. For Legals Only 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 wedding. If no additional details are provided by the Parties then the Celebrant will present the Legals Only script as written.

Duty of Care for Wedding Party, Guests and Celebrant

29. 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.

Replacement Marriage Celebrant – Sighting ID documents

30. 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

31. 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.
32. Judgement as to inebriation or the Parties being under the influence of alcohol or any other substance is at the Celebrant's sole judgement.
33. The two official witnesses must be aged 18 or over 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.

Permission to use images

34. 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

35. 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 will apply to cover the cost of a music assistant to the Celebrant.
36. 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

37. Any handmade products that the Parties order from the Celebrant (for example, Engraved Acrylic Vow Panels) will be invoiced separately from the ceremony fees. 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.