



CELEBRANT
AT THE CENTRE

Celebrating The Giving & The Taking

**General
Service Agreement**

Terms and Conditions

The following outlines the terms and conditions under which this Authorised Celebrant will provide services to meet the needs of your ceremony

The services of **Celebrant @ The Centre** will be delivered under the following Terms and Conditions:

1. Definitions

- 1.1. "Party" means the Couple or Person(s) engaging services.
- 1.2. "Contract" means this Service Agreement.
- 1.3. "Booking Fee" refers to the amount charged for booking the services of the celebrant. This amount is fixed at \$80 to be paid at the first meeting.
- 1.4. "Charges" means the amount charged for the services. This does not include the Booking Fee.
- 1.5. "Deposit" means amount paid as part of the Charges.
- 1.6. "Balance" means the amount remaining to be paid after the Deposit has been taken from the Charges, (Balance = Charges less Deposit).
- 1.7. "Celebrant" means Celebrant @ The Centre.
- 1.8. "Replacement Celebrant" means another authorised Celebrant to perform duties in place of the Celebrant.
- 1.9. "Celebrant Services" means the work or tasks that the Celebrant will be hired to perform.
- 1.10. "NOIM" refers to the Notice of Intended Marriage, a form which will be provided by the Celebrant at the first meeting. This form is to be lodged with the Celebrant at least 31 days prior to the date of the wedding ceremony (unless a shortening of time has been granted or applies).
- 1.11. "Ceremony" means the life event that is being celebrated.

2. Services Offered

- 2.1 The Celebrant will provide the services of an authorised Celebrant.
- 2.2 Ceremony will be performed at the agreed date, place and time.
- 2.3 The Celebrant will be at the agreed place for the ceremony at least 20 minutes before the commencement time of the ceremony.
- 2.4 If the ceremony has not commenced forty-five (45) minutes after the agreed start time for the ceremony or the ceremony cannot proceed for reasons outside the control of the celebrant, the Celebrant reserves the right to not proceed with the ceremony,
- 2.5 If on the date for the ceremony, the Celebrant is unable to perform the duties because of ill health, accident, or other unavoidable circumstances, the parties will be advised as soon as practicable. All reasonable efforts will be made to organise a Replacement Celebrant for the ceremony.
- 2.6 The Celebrant will ensure that the Replacement Celebrant performs the Ceremony in accordance with what was already agreed with the Celebrant.
- 2.7 The Celebrant will lodge, in a timely manner, all legal documents required for the marriage to be valid to the Office of Births, Deaths and Marriages.

2.8 The Celebrant will uphold the Code of Conduct as it applies to Marriage Celebrants.

3. Fees, Payment, and Refund

3.1 Price

3.1.1 Prices are as indicated on the business document: *Website Information - Pricing Structure, Fees, and Refund Policy Document*.

3.2 Variation of Services/Prices

3.2.1 Variation in services, as directed by the Party may result in additional costs and Charges.

3.3 Booking Fee:

3.3.1 The Party must pay the Booking Fee before or on the day of the first meeting to secure the booking.

3.3.2 The Booking Fee is non-refundable unless the Contract has been cancelled by the Celebrant.

3.3.3 The Celebrant Services are only secured after the Booking Fee has been paid.

3.3.4 The Celebrant Service does not include the cost of PA system or DJ. These costs must be met by the Party.

3.4 Balance Payment:

3.4.1 All Balance Payments to the Celebrant must be made to the Celebrant within fourteen (14) days before the date of the ceremony.

3.4.2 Non-payment of balance within fourteen (14) days before the date of the ceremony may lead to cancellation of the Contract.

3.4.3 Cancellation of Contract as a result of non-payment of balance will result in the Celebrant withholding fifty percent (50%) of payments already made. The Booking Fee is non-refundable.

4. Changes to the Ceremony

4.1. Proposed changes with notice:

4.1.1 The Party may propose changes to the Ceremony, with notice of the changes provided in writing to the Celebrant no later than fourteen (14) days prior to the date of the Ceremony as specified in the Ceremony Details.

4.1.2 The Celebrant will make reasonable efforts to accommodate changes requested as above, depending on the level of changes and the time, date and location.

4.1.3 The Celebrant reserves the right to refuse changes if there is any conflict with the proposed changes.

4.1.4 If the Contract is to be cancelled, this must be done within five (5) business days of receiving the notice of change.

4.1.5 If the Contract is cancelled, due course will be followed as outlined in paragraph 6.2 below.

4.2 Late changes:

- 4.2.1 Any late changes to the Ceremony by the Party are the complete responsibility of the Party. The Celebrant will not be held responsible for any issues affecting the Ceremony as a result of late changes made by the Party.

5. The Party's Obligations for Weddings

- 5.1 Legal requirements for entering into a marriage
- 5.1.1 In accordance with The Marriage Act 1961, the Party understands that they:
- Fully understand the legal requirements for entering into a valid marriage.
 - Are of marriageable age (18 and over)
 - Are not validly married.
 - Are not living in a conjugal relationship.
- 5.2 The Party agrees to completing all legal documentation and procedures including:
- 5.2.1 Completing and lodging the Notice of Intended Marriage (NOIM) at least one month prior to the Ceremony date, unless a shortening of time has been granted, or special circumstances apply.
- 5.2.2 Provide all original documentation requested by the Celebrant before the day of the Ceremony.
- 5.2.3 Failure to produce documentation in a timely manner may result in the cancellation of the Contract.
- 5.3 Planning the Ceremony
- 5.3.1 Regarding the Ceremony the Party agrees to:
- Communicate to the Celebrant their wishes and instructions for the Ceremony, no later than two weeks (14 days) before the date of the Ceremony
 - Provide/confirm via email, the final wording for the Ceremony with the Celebrant.
 - Provide two (2) witnesses who are over the age of eighteen (18) for the Ceremony.
 - The Party can employ the services of a qualified interpreter if either The Party or Witness(s) does not speak English well enough to understand the legal aspects of the Marriage Ceremony. To search for Interpreters, please visit: [NAATI – a connected community without language barriers](#). Interpreters are required to sign a Statutory Declaration stating that they have faithfully and honestly performed their duty.
- 5.4 Regarding communication, the Party agrees to:
- 5.4.1 Respond to all emails, phone calls, letters and/or text messages, from the Celebrant within maximum two (2) business days.
- 5.4.2 Notify the Celebrant if running late for appointments.

6. Cancellations

6.1 The Celebrant may not feel comfortable conducting the ceremony for reasons which do not reflect the Party's wishes. In such situations, the following may apply:

- I. If ceremony planning has not commenced and the NOIM has not been lodged – Celebrant will refund all payments already made by the Party including the Booking Fee.
- II. If the NOIM has been signed and lodged – Celebrant will organise for the transfer of the NOIM in a timely manner to a Replacement Celebrant (mutually agreed with the Party).
- III. If Ceremony planning has commenced – Celebrant will hand over all notes and relevant wishes from the Party to the Replacement Celebrant.
- IV. If Celebrant cannot perform the ceremony – Celebrant will re-fund all payments already made by the Party, including the Booking Fee.

6.2 If the Party no longer require the services of the Celebrant, the following may apply:

- I. If the wedding is no longer going ahead – Celebrant will destroy the NOIM.
- II. If the Party are using the services of another celebrant, – Celebrant will transfer the NOIM and any other documentation to the other celebrant.
- III. Issue a 50% refund of payment already made.
- IV. Booking fee is non-refundable.
- V. Take appropriate actions in the disposal of all personal information and documentation relating to the Party.

7. Copyright and creative release

7.1. Photography and Videography

- I. The Celebrant grants permission to the Party to include the Celebrant in all photography and videography that takes place during the Ceremony.
- II. Where possible, the Party will provide the Celebrant with photos/video from the Ceremony. Provided appropriate recognition is paid where requested, the Celebrant may use such photos/videos on the celebrant's website, promotional materials, and social media platforms.

7.2 Literature and Music

- i. The Celebrant retains the copyright of all Ceremony scripts – both drafts and final copies,
- ii. The Celebrant will acknowledge authors and where applicable, titles of readings, quotes or any non-original words used.
- iii. Music that is not played live and played electronically must be legally obtained via a paid source. The Celebrant and Party will discuss and organise the payment.

8. Release

8.1 The Party and guests at the ceremony agree to follow instructions and directions from the Celebrant. The Celebrant will not be held liable for any personal injury or property damage that may occur as a result of the Party or guests at the ceremony not following instructions or directions.

8.2 The Party releases and indemnifies the Celebrant against any and all losses, damages, claims, demands, costs or expenses that the Party may suffer, sustain or incur by reason of, or as a result of the provisions of the services within this Contract.

Celebrant's Signature

Partner 1's Signature

Celebrant's Name

Partner 1's Name

Date

Date

Partner 2's Signature

Partner 2's Name

Date