

TERMS AND CONDITIONS / CLIENT SERVICE AGREEMENT (CSA)

This Agreement is made this _____ day of _____ 20_____

BETWEEN Annette Perryman Marriage Celebrant Adelaide (the Celebrant)

AND _____ (the Parties)

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

Marriage Ceremony details:

DATE: _____ **TIME:** _____

VENUE: _____

Alternative venue if weather inclement:

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

The Celebrant agrees:

1. To provide Registered Marriage Celebrant services to the Parties in accordance with the Code of Practice for Marriage Celebrants. (CoP given to the Parties at interview)
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 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 registered Marriage Celebrant.
4. If the Celebrant is unable to perform the Marriage Ceremony:
 - 4.1 any refund or part refund of fees paid by the Parties to the Celebrant will be made in accordance with the terms and conditions on the Celebrant's invoice (refer to Clause 5.4); and
 - 4.2 the Celebrant will pass the Notice of Intended Marriage (NOIM) form to the replacement Marriage Celebrant, in a timely and appropriate manner (refer to Clause 19).

The Parties agree:

Celebrant's fees

5. To pay the Celebrant's fee in accordance with the invoice provided, namely:
 - 5.1 Booking fee within 2 weeks of lodging the NOIM with the Celebrant;
 - 5.2 Balance of fee by direct deposit/OSKO to Celebrant's nominated bank account (or cash) no later than 1 month prior to the wedding day, and
 - 5.3 Acknowledge that if full payment has not been made to the Celebrant in accordance with these terms, then the Celebrant will be unable to attend the Ceremony.

- 5.4 **PROGRESS PAYMENT:** At the Celebrant's discretion the Parties will reasonably be expected to make a Progress Payment midway to the lead up to the Ceremony if it is within a 17 month period. Acknowledge that if full payment has not been made to the Celebrant in accordance with these terms then the Celebrant will be unable to attend the Ceremony.
- 5.5 **REFUND POLICY:** Where the non-refundable/non-transferable Booking Fee has been paid, and notice of cancellation of the Ceremony is given to the Celebrant not less than 1 calendar month before the Ceremony day; the remaining fee shall be refunded. If the Celebrant is unable to attend the Ceremony, due to accident or illness, the Celebrant shall source a suitable replacement. (Clause 19)

Documentation

- 6 To provide the Celebrant with all original documentation requested no later than 1 Calendar month prior to the wedding day, including any accredited translation documentation requested by the Celebrant.
- 7 That if the Parties fail to provide all documentation requested to the Celebrant no later than 1 Calendar month prior to the wedding day, the Celebrant will be unable to attend the Ceremony.

Ceremony

- 8 To advise the Celebrant immediately in writing 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 they 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 one of the Parties is to inform the Celebrant personally by mobile by a time nominated previously by the Celebrant in writing to ensure the Celebrant has sufficient time to travel to the alternative venue.
- 10 To advise the Celebrant as soon as practicable if either of the parties is taking prescribed medication which may change their demeanor during the Marriage Ceremony.
- 11 Notice of cancellation of Ceremony must be given to the Celebrant in writing, and the Celebrant reserves the right to retain the booking fee and other amounts paid.
- 12 That the Celebrant reserves the right to leave the place of the Marriage Ceremony **30 minutes, or within reason, after the agreed start time if both parties have not arrived** or the Ceremony cannot proceed for any reason outside the Celebrant's control.
- 13 That if the Ceremony is delayed through no fault of the Celebrant which results in the Celebrant incurring extra charges such as parking fees, the Parties will pay the Celebrant's further costs prior to the Ceremony commencing.
- 14 That in the event of the delays set out in clauses 12 and 13 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.

Equipment

- 15 That the use of the Celebrant's PA system is subject to unfavourable weather conditions and will not be used in any circumstances where the PA unit may be exposed to damage, either by person or persons or the elements. Judgment to be at the Celebrant's sole discretion.
- 16 That where the Celebrant's PA system is used, the Celebrant undertakes to use their best endeavours to ensure that the PA is fully charged, functional and tested prior to the Ceremony, however the Parties acknowledge that inanimate 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.

Undertakings

- 17 The parties undertake to provide the Celebrant with accurate information and acknowledge that there are legal penalties for making false declarations.

Acknowledgements:

- 18 Workplace Health and Safety Act 2012 (SA)
- 18.1 The Parties acknowledge that: under the Celebrant's responsibilities contained in the Workplace Health and Safety Act 2012 (SA), 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; and the outside temperature is **forecast for 35 degrees and above, and the parties have not provided suitable shelter/marquee/garden umbrellas** for the Celebrant and the parties during the Ceremony; and
- 18.1.1 following receipt of the signed NOIM the Celebrant will inspect the site as soon as practical and confirm to the Parties in writing not later than two weeks from the date of the NOIM whether the site is safe or poses a risk; and
- 18.1.2 if it is impractical (impossible) for the Celebrant to inspect the site within two weeks from the date of the NOIM, the Celebrant and the Parties will mutually agree in writing a revised extended date for inspecting and reporting on the safety of the site; and
- 18.1.3 if the Celebrant fails to advise the Parties in writing within two weeks of receiving the signed NOIM, or agreed extended period, that the site poses a risk to any person attending the Ceremony, the site will be deemed to be safe.
- 19 Replacement Marriage Celebrant
- 19.1 The Parties 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 licences;
- 19.2 The Parties undertake to ensure that their original documents are available at the venue to ensure a change of Celebrant for their wedding has access to their documents, the minimum documents being their passports and any divorce or death certificate as appropriate;
- 19.3 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 has been sighted.
- 20 The Parties 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
- 20.1 judgment as to inebriation or the Parties being under the influence of alcohol or any other substance is at the **Celebrant's sole judgment**; and
- 20.2 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 judgment of the Celebrant, otherwise alternative official witnesses must be used.
- 21 The Celebrant has explained, and the Parties understand, the legal requirements for entering into a valid Marriage, and they agree to comply with their obligations as requested by the Celebrant.
- 22 The signature of one marrying party alone to this Agreement shall be binding on the Parties.

Person 1 (Partner / Bride / Groom)

Celebrant

Person 2 (Partner / Bride / Groom)