

CELEBRANT TERMS AND CONDITIONS

The Parties agree to retain the services of Elle Saunders Marriage Celebrant (the **Celebrant**) according to the following terms and conditions (the **Contract**).

CELEBRANT

- 1.1 The Celebrant providing the services under this Contract is Elysia(Elle) Saunders
- 1.2 The Celebrant agrees to conduct a marriage ceremony at the agreed time and place, in accordance with the *Marriage Act 1961* (Cth) and the Code of Practice for Marriage Celebrants.

SERVICES

- 2.1 The Celebrant agrees to provide the Couple with the Services, as set out below
- 2.2 Services of a fully qualified and enthusiastic celebrant
- 2.3 All Australian marriage laws, solemnisation and registration, this does not include the marriage certificate issued by the state of marriage Birth, Deaths & Marriages. This certificate will be at the couples own cost if and when they choose to purchase.
- 2.4 Submission of marriage documents to Births, Deaths and Marriages for registration of your marriage
- 2.5 A unique ceremony tailored to the couple
- 2.6 A professional and high-quality PA system

PRICING

- 3.1 The total price for the Celebrant's services and booking fee will be indicated on an invoice provided to you, by the Celebrant.
- 3.2 The total price may include travel costs as agreed between the Celebrant and the Couple. These costs will be stated on the issued invoice.
- 3.3 Where more than one party has entered into the Contract, the Couple will be jointly and severally liable for all payments owing to the Celebrant.
- 3.4 Any variation to the ceremony, requested by the Couple, will be added to the total price and will be shown as variations on the issued invoice.

BOOKING FEE

- 4.1 A Booking Fee is due within forty eight(48) hours of the Couple signing and returning the Contract, in order to secure the services of the Celebrant.
- 4.2 The Booking Fee is non-refundable, unless the Contract is cancelled by the Celebrant under clause 8.4.
- 4.3 The balance of the total price (including for any variations) shall be paid no later than thirty (30) days before the agreed ceremony date. If the remaining balance is not received within this time, the Celebrant may cancel the Contract, with written notice to the Couple, and retain the deposit and all other monies paid.
- 4.5 The Celebrant is under no obligation to conduct the ceremony, until the total price is received from the Couple.

THE CEREMONY

- 5.1 The Couple acknowledge and agree that the Celebrant is only required to provide ceremony services, for up to a maximum of two (2) hours, unless otherwise agreed in writing.
- 5.2 The Celebrant will endeavour to be at the ceremony venue at least thirty (30) minutes prior to the ceremony time, and will leave following the completion of the ceremony.
- 5.3 The Celebrant reserves the right to leave the ceremony thirty (30) minutes after the agreed ceremony time, if both or either of the parties have not arrived, or the ceremony cannot proceed for any other reason outside of the Celebrant's control. In these circumstances, the Couple forfeit all monies paid to the Celebrant.
- 5.4 If the Celebrant is unable to perform the ceremony, they shall advise the Couple as soon as practicable and attempt to make reasonable arrangements for another celebrant to perform the ceremony.

CHANGES TO THE CEREMONY

- 6.1 If the Couple wishes to make changes to the ceremony, they will provide written instructions to the Celebrant as soon as possible. The Celebrant will make reasonable attempts to implement the change/s.
- 6.2 If the Couple wishes to change the agreed date, time or location of the ceremony, and this conflicts with the Celebrant's prior commitments, the Celebrant will inform the Couple within seven (7) days of receiving the request for change, that they cannot perform the ceremony, as requested. In these circumstances, the Celebrant will be entitled to cancel the Contract and retain the Booking Fee.
- 6.3 If the Contract is cancelled in accordance with clause 6.2, within two (2) months of the original agreed ceremony date, the Couple will be liable for the entire price.
- 6.4 If the ceremony venue is to be changed for any reason whatsoever (including for poor weather) on the day of the ceremony, then the Couple must notify the Celebrant, no less than three (3) hours prior to the ceremony time, to ensure that the Celebrant will be able to travel to the alternative venue. The Celebrant will not be held responsible for any delays in the ceremony time, due to such change. The

Couple agrees and acknowledges that if the location for the ceremony changes, the Celebrant may review and adjust the cost of the ceremony, accordingly.

WARRANTIES

7.1 The Couple warrant that:

- a. the Celebrant has explained to them the legal requirements for entering into a marriage, and they fully understand those legal requirements; and
- b. they are legally able to marry each other.

7.2 The Couple agree to:

- a. complete and provide to the Celebrant, a Notice of Intended Marriage, no less than one (1) month and no more than 18 months, prior to the ceremony date;
- b. provide the Celebrant all documentation requested, no less than fourteen (14) days before the ceremony date. If the Couple fail to do so, the Celebrant is under no obligation to perform the ceremony and may cancel the Contract with all monies already paid by the Couple forfeited; and
- c. communicate all of their expectations to the Celebrant no later than thirty (30) days before the ceremony date.

CANCELLATION

- 8.1 If the Couple choose to cancel the Contract they will need to provide written notice to the Celebrant and will forfeit their Booking fee.
- 8.2 If the Couple choose to cancel the Contract, for any reason whatsoever, **less than** two (2) months before the ceremony date, the Couple will be liable to pay the total price to the Celebrant.
- 8.3 If the Couple cancel the Contract, for any reason whatsoever, **more than** six months (6) months before the ceremony date, the Couple will be liable to pay the Celebrant an amount equal to 50% of the total price.
- 8.4 The Celebrant may cancel the Contract at any time by giving written notice to the Couple. If the Celebrant cancels the Contract for reasons other than those stated at clauses 4.3, 5.3, 6.2, and 7.2(b), then all monies paid will be refunded to the Couple. The Celebrant will not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.

INDEMNITY

- 9.1. The Couple and their guests agree to follow any directions issued by the Celebrant on the ceremony date at their own risk. The Celebrant is not liable for any personal injury or property damage that may occur.
- 9.2 In the case of unexpected circumstances, the Celebrant will make all reasonable efforts and incur the reasonable costs for alternative travel arrangements, in order to attend the ceremony. However, if the Celebrant is unable to attend the ceremony, the Celebrant will notify the Couple as soon as reasonably practicable and attempt to arrange an alternative celebrant. If an alternative celebrant is not available, the

Celebrant will refund all amounts paid to the Celebrant, to the Couple. The Celebrant will not be liable for any loss or damage arising from this cancellation.

WITNESSES

10.1 The Couple will be responsible for ensuring that two (2) witnesses attend the ceremony, as required under law.

GOVERNING LAW

11.1 This Contract shall be governed by and interpreted in accordance with the State of Western Australia.

FORCE MAJEURE

12.1 Neither party will be liable for failing to perform their obligations under this agreement, if caused by a Force Majeure Event. A Force Majeure Event includes acts of God, lightning strikes, earthquakes, floods, droughts, storms, mud slides, wash ways, explosions, fires and any other natural disaster; acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; pandemic, epidemic, quarantine, biological contamination; power network or failures in the delivery of services by third parties; and any circumstance which is beyond the reasonable control of either party.

If a Force Majeure Event occurs, then the Couple must pay all monies owing to the Celebrant, prior to the Force Majeure Event occurring.

The Couple agree and acknowledge that:

- they have received, read and understood the terms and conditions contained in the Contract and that the terms and conditions form part of the contract with the Celebrant; and
- the Contract may only be terminated, as permitted by the terms and conditions contained in the Contract, or with the Celebrant's prior written consent.