

SUNWYSE WRITING AND CELEBRANCY
MARRIAGE CELEBRANT TERMS & CONDITIONS
ABN 29629052117

The Parties agree to retain the services of Roxanne Bodsworth as their marriage Celebrant according to the following Terms and Conditions:

DEFINITIONS

- 1.1. "Couple" means Party 1 and Party 2 named in the Service Agreement.
- 1.2. "Agreement" means this Service Agreement.
- 1.3. "Lodgement Fee" means \$100.00.
- 1.4. Celebrant means Roxanne Bodsworth as a Commonwealth registered Marriage Celebrant.
- 1.5. "Fees" means the cost of the Services as specified by The Celebrant in the Schedule of Fees provided by Marriage Celebrant and signed and dated by the Couple.
- 1.6. "Services" means the services detailed in the Schedule of Fees.
- 1.7. "Ceremony" means the wedding ceremony as designed by the Celebrant in accordance with the requirements of The Commonwealth Marriage Act 1961 and the requirements of the Couple.
- 1.8 "Government" means local, State or Federal government.
- 1.9 "Health and Safety Policy" means the policy developed by the Celebrant which details actions to be taken to comply with government directions and public health advice.

ACCEPTANCE

- 2.1. Any instructions received by the Celebrant from the Couple for the provision of the Services constitutes acceptance of these Terms and Conditions.
- 2.2. Where more than one Party has entered into this Agreement, the Couple will be jointly and severally liable for all payments of the Price.
- 2.3. On acceptance of these Terms and Conditions by the Couple, the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions.
- 2.4 If circumstances occur that affect the provision of these services by the Celebrant or the suitability of the date and time for any of the parties including the Celebrant and/or Couple, the delivery of the services is negotiable for a new date and time that is acceptable to both parties and the Celebrant. If a new date and time acceptable to both parties and the Celebrant cannot be arranged, the Celebrant will retain the lodgement fee and return all other moneys paid and the terms and conditions of this contract can then be considered rescinded.

SERVICES

- 3.1. The Celebrant will provide the Services in accordance with the Code of Practice for Civil Celebrants and will provide the Couple with a copy of the aforementioned Code.
- 3.2. In providing the Services, the Couple acknowledge and agree that The Celebrant is only required to attend the Ceremony for no more than two [2] hours including the period of time prior to the ceremony unless otherwise agreed in writing prior to the ceremony.
- 3.3. Subject to clause 3.2, the Celebrant will endeavour to attend at the Ceremony at least thirty (30) minutes prior to the Ceremony Time and will leave no earlier than thirty [30] minutes following the Ceremony Time.
- 3.4. The Celebrant reserves the right to leave the Ceremony sixty [60] minutes after the agreed Ceremony starting time if both or either of the Couple have not arrived or the Ceremony cannot proceed for any reason outside of the Celebrant's control. In these circumstances, the Couple forfeit all monies paid to the Celebrant.

3.5. If the Celebrant is unable to perform the Ceremony in accordance with this Agreement, for personal reasons including due to an unforeseen accident and/or injury, the Celebrant or her representative will advise the Couple as soon as practicable and make reasonable arrangements for another Celebrant to perform the Ceremony. The Celebrant is not liable for any loss or damage, including any consequential loss or damage, arising from such changes to the ceremony arrangements.

3.6. The Celebrant will supply a PA system which provides for various microphone options and through which music can be played from any device that has an earphone jack. The Couple acknowledge that the use of the Celebrant PA system is subject to favourable weather and/or site conditions and will not be used in any circumstance where the PA unit or allied equipment may be exposed to harm either by persons or the environment. Judgement of this is at the Celebrant's sole discretion.

3.7. The use of the Celebrant's PA system will not be used by any other service provider including, but not limited to, photographers and videographers on the Ceremony Date without prior request from the service provider. Permission is at the sole discretion of the Celebrant.

3.8. The Celebrant agrees to maintain the PA in good condition and ensure that power supplies are functional. In the event of equipment failure of the PA system, the ceremony will be continued as professionally as possible without the use of the PA and the Couple will be reimbursed 20% of the fees paid.

3.9. The Celebrant will make any required applications for fire permits in the restricted period if required for aspects of the ceremony including the lighting of candles and will comply with all requirements of those permits.

3.10. If the Celebrant deems that a translation of ceremony documents is required because of the English language capability of either party, the Celebrant will arrange for these translations with an accredited translator and payment will be arranged as per the Schedule of Fees.

3.11. The Celebrant will supply any letters required for immigration purposes detailing the booking of the wedding ceremony by the Couple with the Celebrant. Additional payment for this documentation will be according to the Schedule of Fees.

PAYMENT TERMS

4.1. The service fee will be as detailed on the Schedule of Fees provided to the Couple and signed and dated by them as acceptable at the time of booking. The fee will not change if the marriage is delayed for unforeseen circumstances by the Couple and a new mutually agreeable date and time is negotiated with the Celebrant.

4.2. If unforeseen circumstances require that a new time and date are required for the marriage to take place and the Celebrant is unable to provide the services, then all fees paid less the lodgement fee shall be reimbursed to the Couple.

4.3. The Couple agree to pay the Celebrant a Lodgement Fee of \$100 for the lodgement of the Notice of Intended Marriage and to secure the ceremony time and date. The lodgement fee is to be paid at the time of booking and is non-refundable unless this service agreement is cancelled by the Celebrant.

4.4. The Services will not be secured until the Lodgement Fee is paid in full and the signed Agreement is returned to the Celebrant.

4.5. Full payment of the remainder of the celebrancy fees must be paid to the Celebrant by the day prior to the date agreed upon between the Couple and the Celebrant for the marriage to be solemnised by the Celebrant. If payment is not made by this time, the Celebrant is under no obligation to provide the celebrancy services nor to reimburse any portion of the fees paid to that date.

VARIATION TO THE CEREMONY DETAILS

5.1. The Celebrant will provide a draft of the ceremony no later than two weeks before the agreed date for the wedding ceremony and the Couple will provide their requested changes to the draft ceremony by at least one week prior to said agreed date.

5.2. The Celebrant will make all reasonable efforts to accommodate any changes requested by the Couple and will negotiate changes with the Couple to design a wedding ceremony that suits the requirements of both parties providing that the ceremony is compliant with all requirements of the Marriage Act 1961 in order for the marriage to be considered legally valid.

5.3. If the Celebrant is unable to provide the ceremony within legal requirements as requested by the Couple, the Celebrant may withdraw from the agreement. In such an eventuality, the Celebrant will refund all fees paid including the lodgement fee.

5.4. The Celebrant must notify the Couple if the Agreement is cancelled pursuant to clause 5.3 within seven (7) days of receiving notice of the requested changes to the Ceremony Details.

5.5. If external conditions such as nearby fires or extreme weather events are considered dangerous for the welfare of the Celebrant, the parties to the marriage, and/or the guests, the Celebrant can require that the ceremony be relocated to a safer location or rescheduled for a safer time. In this eventuality, the Couple may choose to rescind this service agreement. If the Couple decides to rescind the agreement, the Celebrant shall retain the lodgement fee but return all other fees paid.

5.6. If the Couple reasonably requires that the ceremony be changed to an alternative venue for unforeseen reasons, or that the ceremony needs to be rescheduled, they agree to do this in negotiation with the Celebrant or forfeit fees paid. If the Celebrant is unable to accommodate the required changes to time or location, she agrees to make all reasonable attempts to find another Celebrant who can meet their requirements and will retain the lodgement fee but transfer all other fees to the new Celebrant.

5.7. In the event of required changes to location and/or timing as described in 5.5 and 5.6 of this agreement, the Celebrant will not be held responsible for any delays in the Ceremony Time due to such change.

THE COUPLE'S OBLIGATIONS AND WARRANTIES

6.1. The Couple agree that the Celebrant has explained to them that marriage under Australian law means the monogamous union of two people voluntarily entered into for life.

6.2. The couple agrees to meet with the Celebrant on an individual basis—without the presence of the other party—if the Celebrant deems such a meeting necessary for the fulfilment of the Ceremony requirements.

6.3 The Couple agree to complete and provide to the Celebrant a Notice of Intended Marriage at least one month before the marriage unless a Shortening of Time has been approved by the appropriate legal authority. The Notice will be valid for eighteen [18] months.

6.4. The Couple will provide the Celebrant with original documentation as required including birth certificates and photo identification or valid passports; death or divorce certificates relating to the last previous marriage if any; and any accredited translation documentation requested by the Celebrant prior to the Ceremony. This is a requirement of the Marriage Act 1961. If the Couple fail to provide all requested documentation to the Celebrant prior to the Ceremony, the Celebrant is unable to provide the Services and will cancel the Agreement. In these circumstances, the Couple will forfeit all monies paid to the Celebrant.

6.5. The Couple warrant to the Celebrant that they are legally able to marry each other and agree to sign the Declaration of No Legal Impediment to Marriage as close as practicable to the ceremony date. This Declaration will be witnessed by the Celebrant.

6.6. The Couple will make all arrangements for the hiring and/or licensing of the marriage venue including permit applications to the appropriate local authorities and are responsible for

complying with all licensing requirements. The Celebrant is not responsible for any penalties incurred as a result of failure to comply with permit applications.

6.6. The Couple will communicate all their expectations to the Celebrant regarding the Ceremony including accepting the ceremony script before the Ceremony Date. If the Couple fail to do so within the specified timeframe, all decisions regarding the content of the Ceremony will be left to the sole discretion of the Celebrant.

6.7. The parties agree that they will not arrive at the ceremony inebriated or under the influence of any mood-altering drugs unless used as prescribed by a medical practitioner. If either party appears to the Celebrant to be inebriated or drug-affected by non-prescription use, the Celebrant is unable to legally solemnise the marriage because it could be considered invalid. If the Celebrant deems either party to be inebriated or affected by non-prescribed mood-altering drugs, the Celebrant can withdraw immediately from this service agreement, refuse to negotiate a new time, date, and place, and the Couple will forfeit all fees paid. The celebrant may offer to continue with a commitment ceremony in lieu of the wedding ceremony and to conduct a later wedding ceremony fulfilling only the legal marriage requirements at a time, date, and place to be negotiated between the Couple and the Celebrant.

6.8. The Couple must supply two official witnesses aged eighteen [18] years or older. If either of these witnesses is deemed by the Celebrant to be inebriated or drug-affected, the Celebrant can require that the Couple provide alternative witnesses who are not similarly affected.

6.9. If the Celebrant deems that an interpreter is required for either or both parties to understand the proceedings of the wedding ceremony, the Couple will arrange for an interpreter who agrees to complete the required statutory declaration regarding the interpretation of the ceremony. The form for this statutory declaration will be supplied and witnessed by the Celebrant.

6.10. The Couple agree to comply with the restrictions and obligations imposed by any Health and Safety Policy developed by the Celebrant in accordance with government requirements, for the duration of the Ceremony including the time of preparation before the Ceremony.

6.11. The Couple agree to make all reasonable efforts to ensure that their guests comply with the restrictions and obligations imposed by any Health and Safety Policy developed by the Celebrant in accordance with government requirements and advice.

CANCELLATION

7.1. If the Couple wish to withdraw from this agreement at any time prior to the solemnisation of the marriage, they will notify the Celebrant as soon as is possible and forfeit all fees paid to that date.

7.2. If the Celebrant wishes to withdraw from this agreement or is unable to fulfil her obligations other than for reasons described in 5.5, 5.6, and 6.4, she will notify the Couple as soon as reasonably possible and refund all monies paid including the lodgement fee.

7.3. The Celebrant will not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.

RELEASE AND INDEMNITY

8.1. The parties agree to follow any directions issued by the Celebrant on the Rehearsal Date and the Ceremony Date at their own risk. The Celebrant is not liable for any personal injury or property damage that may occur as a result of the actions and behaviour of either party, their guests or the public in relation to the rehearsal or the marriage ceremony and/or the marriage ceremony.

8.2. If the Celebrant experiences any unforeseen obstacles while travelling to the Ceremony including, by way of example only and not limited to, traffic jam, mechanical problems, car accident, or cancellation of trains or flight, the Celebrant will make all reasonable efforts and

incur the reasonable costs for alternative travel arrangements in order to attend the Ceremony and provide the agreed services.

8.3. In these circumstances, if the Celebrant is unable to attend the Ceremony, then she will notify the parties as soon as reasonably practicable and make all reasonable attempts to locate another celebrant who can fulfil their requirements and attend the ceremony. The Celebrant will not be liable for any loss or damage, including any consequential loss or damage; and will refund all moneys paid except the Lodgement Fee to the Couple.

8.4. The parties will indemnify the Celebrant against any loss or damage to themselves or their guests or any member of the public, including any consequential loss or damage, that occurs as a result of their failure or the failure of their guests to comply with any Health Management Plan provided by the Celebrant in accordance with government requirements.

8.5. If the Ceremony is not able to proceed because of government imposed restrictions relating to disease, terrorist activity, war or any other unforeseen events, the Celebrant will not be liable for any loss or damage, including any consequential loss or damage; and will refund all moneys paid except the Lodgement Fee, unless the Couple wish to renegotiate another time, date, and place for the Ceremony, in which case the Celebrant will retain the fees paid.

GOVERNING LAW

9.1. This Agreement shall be governed by and interpreted in accordance with Commonwealth Law, and the requirements of State Law.

ACCEPTANCE:

The Couple agree that they have received, read and understood the Terms and Conditions contained in this Agreement and that the Terms and Conditions form part of the Agreement with the Celebrant and governs each and every transaction with the Celebrant.

Name:

Name:.....

Signature:

Signature:

Date: / /

Date: / /