



CELEBRANT INFORMATION

Kate Ritchie – (the Celebrant)
Registered Marriage Celebrant
4 Charles Drive, Cardigan Village Vic 3352

AND

Couple intending to be married (the Parties)

The Parties and the Celebrant acknowledge the terms and conditions set out below.

The CELEBRANT agrees:

1. To provide Registered Marriage Celebrant services to the Parties in accordance with the Code of Practice for marriage celebrants ("Annexure A").
2. To provide a written Ceremony script and as many required subsequent amended drafts as required to come to an agreed final Ceremony script to be confirmed by the Parties in writing via email no later than two weeks prior to the above stated wedding day.
3. To attend and conduct the marriage ceremony at the agreed time, date and place.
4. 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.
 - 4.1) The Celebrant accepts no liability for changes to the ceremony which occur as a result of her illness, injury, incapacity or inability to conduct the ceremony.
 - 4.2) The Celebrant will pass the Notice of Intended Marriage to the replacement marriage celebrant, in a timely and appropriate manner.
 - 4.3) If the Parties have paid their balance in full and the Celebrant is subsequently unable to conduct the ceremony, the Celebrant will transfer the required fee, as agreed by the Celebrant and the Replacement Celebrant by way of bank transfer to the replacement Celebrant.
 - 4.4) If the Parties have paid a deposit only and the Celebrant has conducted meeting/s with the couple, completed Notice of Intended Marriage document, provided access to the Ceremony Builder Portal and provided one or more drafts of the marriage ceremony to the parties and the Celebrant is subsequently unable to conduct the ceremony, no refund will be made to the Parties. The Celebrant will assist the Parties to negotiate a reduced fee with a replacement Celebrant to conduct the ceremony only and give permission for copyright ceremony to be used. The Parties would be responsible in this instance to pay the replacement Celebrant the negotiated reduced fee (e.g. The Celebrant would be paid for her work leading up to the ceremony and the replacement Celebrant would be paid an agreed fee to conduct the ceremony already prepared by the Celebrant and lodge the legal paperwork.)

The PARTIES agree:

Fees and payments

5. To pay a non-refundable Booking fee 'as required' in order to secure the Celebrants services for the agreed date/time/location. This can be paid via direct deposit or cash during face to face meeting.
6. Balance of total fee to be paid in clear funds by cash at the Ceremony Rehearsal or via direct deposit to Celebrant's nominated bank account no later than three days prior to the wedding day; and
 - 6.1 acknowledge that if full payment has not been made to the Celebrant in accordance with these terms then the Celebrant will not attend the ceremony.

The Parties agree (continued):

Documentation

7. To provide the Celebrant with all original documentation requested no later than 48 hours prior to the wedding day (or at rehearsal if agreed by Celebrant), including any accredited translation documentation requested by the Celebrant.

7.1 Acknowledge that if The Parties fail to provide all documentation requested by the Celebrant in the time frames outlined above, The Celebrant will not attend the ceremony.

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

7.3 Acknowledge that the Celebrant will not be held responsible for inaccurate, misleading or false information provided by the Parties which could affect the validity of their marriage.

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/deposit should she be unable to conduct the ceremony due to the change.

9. 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 by telephone no later than 6 hours prior to the nominated ceremony time.

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/deposit and other amounts paid.

12. That the Celebrant reserves the right to leave the location of the marriage ceremony 20 minutes after the agreed start time, if one or both parties have not arrived or the ceremony cannot proceed for any reason outside the Celebrant's control.

12.1 and acknowledge that the Celebrant reserves the right to leave the location of the marriage ceremony prior, during or after the ceremony if at any time, she feels unsafe or a threat to her person by Party 1 or Party 2, any member of the bridal party, family of Party 1 or Party 2, any guest or member of the public in attendance.

12.2 and acknowledge that the Celebrant accepts no responsibility or liability for damage to property or personal injury caused by the behaviour of children or adult guests at the ceremony. The supervision of children attending the ceremony is a matter for the parent/s or carer/s of the children in question. The behaviour of adult guests is the responsibility of Party 1 and Party 2.

12.3. and acknowledge that the Celebrant accepts no liability for the dissatisfaction of Party 1 or Party 2 where the quality of the ceremony is diminished due to disruptions resulting from the behaviour of children or adult guests.

12.4 and acknowledge that the Celebrant accepts no liability for the late start of a ceremony due to the late arrival of Party 1 or Party 2, their bridal party attendants, their parents, relations or guests.

12.5 and acknowledge that if Party 1 and Party 2 are not in attendance and ready to commence their ceremony within 15mins of their booked ceremony start time that the Celebrant may not be able to solemnize their marriage at that time due to commitments throughout the remainder of the day. Where practicable the Celebrant will in this instance return to solemnize the marriage at a later time that day or alternatively another date and time will be arranged to conduct the legal aspects of the marriage. In either event, an additional fee of \$200 will be incurred by Party 1 and Party 2, which will be paid prior to the solemnization of the marriage.

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.

15. Should the Parties arrive at the ceremony appearing to be inebriated or under the influence of any Substance (legal or illegal) including alcohol, the Celebrant is lawfully NOT AUTHORISED to solemnise the marriage; and

15.1 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

15.2 The two official witnesses to the marriage must be aged 18 or over and appear sober and not under the influence of any substance in the sole judgment of the Celebrant, otherwise alternative official witnesses must be used.

16. That if the services of an accredited Interpreter/Translator are required, at the sole judgement of the Celebrant, the costs for those Interpreter/Translator services are to be paid by the Client. Should a translator not attend a ceremony as planned, no legal marriage will take place at that time and The Celebrant shall not be held liable. A later time and place for the Celebrant to solemnise the marriage with the Interpreter/Translator present will incur an extra fee payable to the Celebrant in advance.

The Parties agree (continued):

Equipment

17. That the use of the Celebrant's PA system is subject to favorable weather conditions and will not be used in any circumstances where the PA unit may be exposed to harm, either by person or persons or the elements. Judgment to be at the Celebrant's sole discretion.

18. That where the Celebrant's PA system is used, the Celebrant undertakes to use her best endeavours to ensure that the PA is adequately 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.

19. That no third parties have access to/or permission to use the Celebrant's PA system without sole permission of the Celebrant.

20. Any damage caused to the PA system by any third party attending the ceremony including guests, family or other wedding suppliers, will be the responsibility of the Client and the Client will be billed accordingly.

Workplace Health and Safety Act 2011

The Parties acknowledge that:

21. Under the Celebrant's responsibilities contained in the Workplace Health and Safety Act 2011, 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. This includes risk of harm or injury caused by extreme weather and the Parties should endeavor to provide shade and water for guests on days of hot weather.

Replacement Marriage Celebrant

22. 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;

22.1 The Parties undertake to ensure that their original documents are available at the venue to ensure a replacement Celebrant on their wedding day has access to their documents, the minimum documents being their passports & drivers licences along with any divorce or death certificate as appropriate;

22.2 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 have been sighted.

23. 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.

Copyright Issues

The Celebrant:

24. Grants permission to the couple for her to be included in all photographs and videography that occurs during the Ceremony.

25. Retains copyright of all material she has written for the ceremony in both draft and final form.

The Couple:

26. Grant permission for the Celebrant to use images of the ceremony that include the couple on her website, social media and within promotional material as required. Note: Any professional photographs used by the Celebrant will credit the photographer and/or the photographic studio who has taken the photographs.

27. Agree that they will not share, copy or reproduce in any way, any part of their written ceremony without the express permission of the Celebrant.