

## CEREMONY SERVICE CONTRACT

<b>Party 1 (Name)</b>			
<b>Party 2 (Name)</b>			
<b>Ceremony Date</b>		<b>Time Commencing</b>	
<b>Name and Address of Ceremony Venue</b>			
<b>Type of Ceremony</b>			
<b>Agreed Fee</b>			

### Service Contract

The Parties agree to retain the services of Courtney Ayre, as their celebrant per the following Terms and Conditions:

### Definitions

**Booking Fee:** A non-refundable amount of \$300 plus travel costs (if applicable), payable to secure the booking Courtney Ayre as the Celebrant for the specific ceremony

**Celebrant:** a person registered to perform Marriage Ceremonies in accordance with the Marriage Act 1961, and for the purposes of this contract, that is Courtney Ayre.

**Consumer:** A consumer for the purposes of section 3 of the Australian Consumer Law.

**Contract:** this Service Contract.

**Couple:** collective term for Party 1 and Party 2 named in the Contract.

**Ceremony:** A Marriage Ceremony conducted within the bounds of the Marriage Act 1961, or a Ceremony that identifies the union of a couple. Any other Ceremony type will be specifically named in the contract and has no legal definition.

**Services:** The services specified on the Tax Invoice

**Total Fee/Price:** the total amount payable, including GST, to Courtney Ayre for the provision of services, including the non-refundable Booking Fee.

### Acceptance

Any instructions received by Courtney Ayre from the Couple for the provision of the Services constitutes the Couple's acceptance of these Terms and Conditions.

Where more than one Party has entered into this Contract, the Couple will be jointly and severally liable for all payments of the Total Fee.

On acceptance of these Terms and Conditions by the Couple, the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions or with the written consent of Courtney Ayre.

### Services

Courtney Ayre will prepare and conduct the services. A single Marriage Ceremony in accordance with the Marriage Act 1961, or any other ceremony as agreed upon, following the acceptance of the Total Fee.

- a) In providing the Services, the Couple acknowledge and agree that Courtney Ayre is only required to attend at the Ceremony for a minimum of one (1) hour and a maximum of two (2) hours unless otherwise agreed in writing.
- b) Courtney Ayre 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.
- c) Courtney Ayre reserves the right to leave the Ceremony thirty (30) minutes after the Ceremony Time stated in the Contract if both or either of the Couple have not arrived or the Ceremony cannot proceed for any reason outside of Courtney Ayre's control. In these circumstances, the Couple forfeit all monies paid to Courtney Ayre.
- d) If Courtney Ayre is unable to perform the Ceremony in accordance with this Contract, for any reason whatsoever including due to an unforeseen accident and/or injury, Courtney Ayre will advise the Couple as soon as practicable and make reasonable arrangements for another celebrant to perform the Ceremony.

## Venue

The Couple will ensure that the venue is legally and safely accessible by the Celebrant.

The Couple will provide accessible car parking for the Celebrant at no cost to the Celebrant

## Standard Service Inclusions

- a. \$300 non-refundable booking fee payable at the time of booking no less than one month and one day before the Wedding Ceremony
- b. The initial interview (30 minutes - or longer if booking is confirmed and creation of the ceremony begins);
- c. Additional interviews for approvals and finalisation of ceremony script
- d. Unlimited research to the extent determined by the Celebrant in preparation of your ceremony;
- e. Scripting of the ceremony with as many drafts as the Celebrant deems necessary for the final script;
- f. Attendance at a single, optional wedding rehearsal (highly recommended);
- g. Provision of a portable PA;
- h. Unlimited email and phone communication from the clients to the celebrant;
- i. The conducting/solemnisation of the marriage ceremony at any venue of your choice;
- j. The provision of the three marriage certificates required (including the copy kept by the couple);
- k. Form printing/completion, lodging of the official certificate of marriage and all required documents relating to the marriage;
- l. Travel costs in connection with the rehearsal and solemnisation ceremony up to a distance of 50kms from Sydney CBD
- m. Additional fees above the standard as may be incurred and agreed beforehand including:

- i. Travel costs at a fee payable by the couple at \$10 per additional 10 klms or part thereof travelled by the Celebrant beyond 50 kilometres from Sydney CBD to the rehearsal and ceremony venue.
- ii. Additional rehearsals at \$150 per event
- iii. parking and/or venue admission fees
- iv. Airfares
- v. Accommodation allowance of \$200 per night and meals where the one-way journey to the ceremony is in excess of 200km

## Service Exclusions

It is not the Celebrant's responsibility to provide and/or manage music, furnishings or decorations for the ceremony unless specifically agreed upon.

## Payment Terms

Price: Subject to any variations, the Price will be as indicated on the Tax Invoice.

Variation of Price: Any variation from the Services as directed by the Couple will be in addition to the Price and will be shown as variations on the Tax Invoice.

Payment for all variations must be made in accordance with the below payment agreements.

Deposit:

The Couple must pay Courtney Ayre the Deposit.

The Deposit is immediately payable upon the Couple signing and returning the Contract to Courtney Ayre.

The Deposit is non refundable unless the Contract is cancelled by Courtney Ayre.

Secure Booking: The Services will not be secured until the Deposit is paid in full and the signed Contract is returned to Courtney Ayre.

## Payment of the Price:

The Price (including any variations) must be paid to Courtney Ayre on the earlier of:

Four (4) months after the Contract is signed and returned to Courtney Ayre; or

Thirty (30) days prior to the Ceremony Date specified in the Contract.

If the Price is not received within the timeframe specified, Courtney Ayre may cancel the Contract by giving written notice to the Couple and retain the Deposit and all other monies paid to Courtney Ayre by the Couple.

Courtney Ayre is under no obligation to provide the Services (or any part thereof) until the Price is received.

## Variation to the Ceremony Details

### **Proposed changes with notice:**

If Party 1 and/or Party 2 propose a change to the Ceremony Details (as specified in the Contract), then Party 1 and/or Party 2 must notify Courtney Ayre of such change in writing.

In these circumstances, Courtney Ayre must make reasonable efforts to accommodate such change. However, if the new details conflict with Courtney Ayre's prior commitments then Courtney Ayre may cancel the Contract and retain the Deposit.

Courtney Ayre must notify the Couple if the Contract is cancelled pursuant to this clause within seven (7) days of receiving notice of the change to the Ceremony Details.

If the Contract is cancelled under this clause less than three (3) months from the Ceremony Date specified in this Contract, the Couple will either:

Forfeit the Price, if already paid; or

Be liable to immediately pay Courtney Ayre the Price, if not already paid.

### **Proposed changes late notice:**

If the Ceremony is to be changed to an alternative venue for any reason whatsoever including due to inclement weather, then Party 1 and/or Party 2 must notify Courtney Ayre of such change as soon as possible by telephone to ensure that she has sufficient time to travel to the alternative venue.

Courtney Ayre will not be held responsible for any delays in the Ceremony Time due to such change.

## **The Couple's obligations and warranties**

The Couple agree that Courtney Ayre has explained to them the legal requirements for entering into a marriage.

The Couple warrant to Courtney Ayre that:

They fully understand the legal requirements for entering into a valid marriage; and

They are legally able to marry each other.

The Couple agree to:

Complete and provide to Courtney Ayre a Notice of Intended Marriage within the timeframe required by law.

Provide Courtney Ayre with all original documentation requested no less than fourteen (14) days before the Ceremony Date including any accredited translation documentation requested by Courtney Ayre. If the Couple fail to provide all requested documentation to Courtney Ayre within the specified timeframe, Courtney Ayre is under no obligation to provide the Services and may cancel the Contract. In these circumstances, the Couple will forfeit all monies paid to Courtney Ayre.

Communicate all of their expectations to Courtney Ayre regarding the Ceremony no later than twenty-one (21) days before the Ceremony Date. If the Couple fail to provide any such details to Courtney Ayre within the specified timeframe, all decisions regarding the content of the Ceremony will be left to the sole discretion of Courtney Ayre.

## **Cancellation**

### **Cancellation by the Couple:**

The Couple can cancel the Contract at any time by giving written notice to Courtney Ayre.

If the Couple cancel the Contract, for any reason whatsoever, less than three (3) months before the Ceremony Date, the Couple will be liable to pay Courtney Ayre the Price.

If the Couple cancel the Contract, for any reason whatsoever, more than three (3) months but less than six (6) months before the Ceremony Date, the Couple will be liable to pay Courtney Ayre an amount equal to 50% of the Price.

If the Couple cancel the Contract, for any reason whatsoever, more than six (6) months before the Ceremony Date, the Couple will only be liable to pay the deposit price.

### **Cancellation by Courtney Ayre:**

Courtney Ayre can cancel the Contract at any time by giving written notice to the Couple.

If Courtney Ayre cancels the Contract, then all monies paid will be refunded to the Couple.

Courtney Ayre will not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.

## **Release and Indemnity**

The Couple and their guests (if any) agree to follow any directions issued by Courtney Ayre on the Ceremony Date at their own risk. Courtney Ayre is not liable for any personal injury or property damage that may occur.

The Couple unconditionally and irrevocably release Courtney Ayre from and indemnify Courtney Ayre against any and all losses, damages, claims, demands, costs or expenses that the Couple has suffered, sustained or incurred or may suffer, sustain or incur by reason of or as a consequence of the provision of the Services or any other term of this Contract.

If Courtney Ayre experiences any unforeseen obstacles on her way to the Ceremony including by way of example only (and not limited to) traffic jam, mechanical problems, car accident, cancelled flight etc then Courtney Ayre will make all reasonable efforts and incur the reasonable costs for alternative travel arrangements in order to attend the Ceremony.

In these circumstances, if Courtney Ayre is unable to attend the Ceremony, then Courtney Ayre will:

Notify the Couple as soon as reasonably practicable;

Not be liable for any loss or damage, including any consequential loss of damage; and

Refund the Price, less the Deposit, to the Couple.

## Warranty

If the Couple are Consumers then the Services come with guarantees that cannot be excluded under the Australian Consumer Law. The guarantees under the Australian Consumer Law are given by Courtney Ayre.

No other guarantees or warranties apply to the Services unless a further and additional warranty is provided, in writing, to the Couple by Courtney Ayre.

## Governing Law

The Marriage Ceremony will be conducted in accordance with the Marriage Act 1961

This Contract shall be governed by and interpreted in accordance with New South Wales Law and the parties submit themselves irrevocably to the Courts of competent jurisdiction of the State of New South Wales.

## Social Media & Advertising

A video recording and photographs might be taken by the Celebrant, or an assistant, at the Ceremony, for personal development and/or promotional purposes. Your signing this agreement stipulates your given authority for this to occur unless you opt out below:

- I DO NOT give permission for photographs from our ceremony to be used for the personal development and/or promotional purposes of the Celebrant
- I DO NOT give permission for video recordings of our ceremony to be used for the personal development and/or promotional purposes of the Celebrant

<b>Party 1 Signature</b>	
<b>Party 2 Signature</b>	
<b>Courtney Ayre Signature</b>	
<b>Date Signed &amp; Executed</b>	