

# Terms and conditions of entering service agreement for Celebrancy services provided by 'Caitlyn Jayne Davey'



**The couple, individual and or family 'the client/s' listed in the 'booking form' agree to employ 'Caitlyn Jayne Davey' (Ceremonies by Ceejay) 'the celebrant'; ABN: 83 422 931 751 as their celebrant for a marriage ceremony, naming ceremony, vow renewal or commitment ceremony as per the following terms and conditions of service.**

## Booking and Payments:

1. Upon receiving booking form, Caitlyn Jayne Davey will send an invoice to clients via nominated email address, a non-refundable booking fee is taken to secure my service as your celebrant, for the date and time of your ceremony. Payment should be made within 7 days of receiving invoice. Until this payment is made, booking is not official. Dates will not be held open for any reason.
2. Booking fee is \$200- AUD.
3. By paying your booking fee you as 'the client/s' are agreeing to the terms and conditions that are clearly set out in this document.
4. Your final payment is due 1 calendar month prior to your ceremony date. For example if your ceremony is the 14 April 2018, your final payment is due on the 14 March 2018- a reminder email will be sent the week payment is due.
5. If your ceremony is booked less than one month from the date, full payment is required when booking
6. If non-payment occurs, the celebrant WILL NOT attend ceremony and will not be liable for any costs incurred by the parties.

## Refunds:

7. If a ceremony is cancelled more than one month prior to the ceremony, no further payment is required (non-refundable booking deposit will be retained by the celebrant)
8. If a ceremony is cancelled less than one month, but more than two weeks prior to the ceremony, only 50% of the remainder payable will be refunded (does not include the non-refundable booking deposit).
9. If the ceremony is cancelled by 'the clients' less than two weeks prior to the ceremony NO refund will occur and the celebrant will retain full fee.

10. If a couple changes the date/time/location of the ceremony which means that the celebrant is unable to attend, fees will be retained by the celebrant as per items 6-8 above.

Marriage celebrant/celebrant:

11. The marriage celebrant will always conduct herself in line with the 'code of practice for marriage celebrants'.
12. The celebrant will ensure she replies to email correspondence received from 'the clients' within 48 hours.
13. The celebrant will arrive at the agreed location (as per booking form) a minimum of 20 minutes prior to the agreed commencement of ceremony.
14. The celebrant reserves the right to leave the place of the ceremony, 30 minutes after the above agreed start time if:
  - 'key people' (such as bride/groom/party to marriage/parents of baby at naming ceremony) have not arrived or the ceremony cannot proceed for any reason outside the celebrant's control. NOTE: if the Celebrant can stay or return to conduct the ceremony later that day, an additional fee of \$150- will be due and payable before the ceremony commences (at celebrant's discretion).
15. If on the agreed date, at the agreed time, the Celebrant is unable to perform the Ceremony for reason beyond control of the celebrant (for example: sickness), the parties to the marriage or ceremony, will be advised as soon as practicable and all reasonable efforts will be made to arrange for the Ceremony to be completed by another Authorised Marriage Celebrant.
16. If after accepting a ceremony booking, the Celebrant finds she can no longer proceed, for personal reasons, unrelated to the Parties, she will:
  - Refund the booking fee, and
  - If a marriage- Transfer the Notice of Intended Marriage in a timely and appropriate manner to Marriage Celebrant (chosen by the couple) who will be taking over.
17. Where the celebrants PA system is used, the celebrant will endeavour to establish that the PA system is fully charged, functional and tested prior to the ceremony, how ever the parties acknowledge that electronic equipment may malfunction from time to time and should the PA system or any of the other equipment, supplied by the celebrant fail at anytime prior to, during or after the ceremony, the celebrant will not be held responsible.
18. The celebrant grants permission for the couple to include the celebrant in any photos or videography
19. The celebrant will ensure her personal presentation at your ceremony is neat and professional.

'The clients':

20. Will ensure payments are made in a timely fashion as per items 1-5 and understand that if payment is not received our service agreement is terminated; the celebrant will not attend ceremony or complete further paperwork.
21. Will ensure emails received from celebrant, are replied to within a timely manner- 72 hour.

22. Provide the celebrant will all original documentation requested no less than 24 hours prior to the marriage ceremony including any document translations. If documents requested by celebrant are not provided- couple understand that celebrant will not attend the ceremony
23. Need to advise the celebrant immediately, in writing, of any changes to time, date or location of ceremony. The celebrant reserves the right to terminate the agreement and retain fees as per points 6-9 of this agreement.
24. If date/time/location of ceremony occurs within 5 days of planned ceremony and the celebrant is available, the celebrant will charge a \$50- administration fee (for marriage) and \$20 (for naming ceremony, vow renewal) to cover the cost of new ceremony paperwork.
25. Will ensure the celebrant is kept up to date with any changes in contact details, in writing.
26. Agree that in the event the ceremony is delayed for more than 30 minutes the celebrant retains the right to leave the ceremony location as per item 13.
27. Will provide any music required for the ceremony (if included in ceremony package) at least 7 days prior to the ceremony.

### Marriage Ceremony Only:

28. The celebrant will provide a marriage certificate as per Marriage Act of 1961, on the day of the ceremony. The bride and groom should be aware that to open bank accounts or obtain passports, in newly married name (if name change occurring), an official marriage certificate from Births Deaths and Marriages needs to be obtained at the couple's expense. The cost of this official certificate is approximately \$50- couples should visit BDM website for updated details.
29. If the Bride, Groom or either witness does not speak English well enough to understand the legal components of the ceremony, at the discretion of the celebrant, the couple will be required to provide an Interpreter who can translate for the non-English speaking persons. Interpreters can be found on the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) website. The Interpreter, will be required to sign a Statutory Declaration declaring that they have faithfully and honestly translated from English to the other language and back again. Please note that there are serious legal penalties for giving false information in a Statutory Declaration. Please note couples need to cover this expense.
30. 'The client/s' agree to bring to the ceremony all documents originally provided when completing the Notice of Intended Marriage, e.g. original birth certificates, divorce or death certificates if applicable and photo ID to the marriage ceremony. This will ensure that another celebrant can legally take over the ceremony on the agreed date at the agreed time, if unforeseen circumstances prevent Caitlyn Jayne Davey from solemnizing the marriage.
31. Competence to enter marriage- A marriage can be declared invalid if it is solemnised/conducted where there is doubt about whether either the Bride or Groom or party to the marriage, is capable of understanding the commitment they are making. Incompetence does not only relate to a person's normal mental capacity but their ability to understand exactly what they are agreeing to at any given time. Alcohol and drugs can affect mental capacity.
32. 'The client/s' understand that if at the beginning of the marriage ceremony either the Bride or Groom or party to the marriage, appears to be intoxicated due to alcohol and/or drugs (legal or otherwise), the celebrant will only perform a commitment ceremony at that time. The Celebrant agrees to perform a basic legal Marriage Ceremony at her home or a place of

‘the celebrant’s choosing on the first day she is available, with only the Couple and their Witnesses attending. This will incur an additional charge of \$200 to be paid before the ceremony takes place. This fee covers not only the performance of the Marriage Ceremony but also the Celebrant’s time to prepare new documentation and completion of new declarations by the couple, as legally required.

33. In addition to point 32 if a marriage ceremony can not take place ‘the client/s’ are aware that ‘the celebrant’ will disclose to all guests that this is not a legal marriage ceremony and only a commitment ceremony. The celebrant WILL NOT mislead the guests.
34. The celebrant will ensure that all legal paperwork is received by the BDM in the state in which the marriage has been solemnised within 14 days of the ceremony