

This Agreement is made this \_\_\_\_\_ (day) \_\_\_\_\_ (month) 20\_\_\_\_ (year) BETWEEN Angela "Ange" Elvey an authorised Commonwealth Celebrant (the Celebrant/Celebrant Ange)

AND the Parties: \_\_\_\_\_ (Party 1), and  
 \_\_\_\_\_ (Party 2).

The Parties & the Celebrant agree to the terms and conditions as set out below:

## Marriage / Vow Renewal / Commitment Ceremony details:

CEREMONY DATE: \_\_\_\_\_ (day) \_\_\_\_\_ (month) 20\_\_\_\_ (year)

TIME: \_\_\_\_\_ am/pm

VENUE: \_\_\_\_\_

VENUE ADDRESS: \_\_\_\_\_ (Street Address)

\_\_\_\_\_  
 (Suburb/Postcode),  
**QLD / NSW / ACT / TAS / VIC / SA / WA / NT**

Alternative venue if weather inclement: \_\_\_\_\_

### 1. Wedding Ceremony Keystone Services:

We (the parties) are hiring Celebrant Ange to manage the composition of our Ceremony script; officiate at our wedding ceremony at the agreed date, time and venue as stated above; and lodge all legal documents required for our Marriage to be valid.

The Ceremony package that we (the parties) have chosen is (select one):

- ☐ The Legals Only Ceremony [2 guests]
- ☐ The Intimate Ceremony [up to 10 guests]
- ☐ The Personalised Ceremony [up to 150 guests]
- ☐ The All-Inclusive Package [150 guests plus]

We (the parties) understand that travel up to 30 minutes from Celebrant Ange's home is inclusive in the above packages, however any travel time greater than 30 minutes will be at additional cost. We agree that travel time indicated on Google Maps, from

Ange's home to our ceremony venue, or any alternate meeting place, is an appropriate source on which to base the estimate of additional time. The cost for the additional travel time is outlined in Appendix 1.

## 2. Non-Refundable Deposit/Booking Fee of \$250:

We (the parties) understand that a deposit of \$250 is required to secure our ceremony date and time, and for payment of any work completed in relation to our ceremony. We understand that this deposit is non-refundable should we cancel our Ceremony for any reason.

## 3. Additional services/resources:

We (the parties) understand that any resources or services we would like Celebrant Ange to provide in addition to the above Ceremony package will be at an additional cost. All extras and their costs have been itemised in Appendix 1.

- ☐ No additional services/resources are required.
- ☐ Additional services/resources have been requested, selection of these are shown in Appendix 1 and duly signed off by all parties; OR have been requested in writing by the parties (at the time of accepting this agreement, or at a later time) and agreement in written response by the Celebrant, and will be added to the final invoice for payment in line with payment terms.

## 4. Payment Terms

We, the parties, agree to pay the Celebrant's fee in accordance with the Celebrant's Price Schedule, namely:

### 4.1 Invoice 1:

Non-refundable deposit/booking fee of \$250 to secure date at time of lodging the Notice of Intended Marriage (NOIM) and before any planning meeting occurs.

### 4.2 Invoice 2:

4.2.1 For smaller ceremonies, invoice 2 will be issued for full and final payment.

4.2.2 For larger ceremonies, invoice 2 will be issued mid-point between securing the Celebrant's services and the wedding ceremony, likely around the time of any meetings or shaping of the script being provided ahead of a draft being issued to the parties.

### 4.3 Invoice 2 or 3:

Balance of the final invoice fee in clear funds by direct deposit to Celebrant's nominated bank account no later than 14 days prior to the wedding day.

- 4.4 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.
- 4.5 Celebrant Ange undertakes to issue receipts within 48hrs of payment being received.

## 5. Code of Practice for Marriage Celebrants

Celebrant Ange has explained that she is bound by the Code of Practice as it applies to marriage celebrants and we (the parties) understand what this means, and what we can do if we feel that she has not performed to the expected standard. A copy of this was provided to us during our first face-to-face meeting, and we have been advised that the latest version is available from the Attorney General's Department website and is currently accessible via the footer of Celebrant Ange's website.

☐ A copy of the Celebrant's Code of Practice has been provided to the parties.

## 6. Ceremony Timing

The parties understand that Celebrant Ange will arrive at least 20mins prior to the Ceremony commencing and will depart within 10mins of the Ceremony finishing.

The parties also understand that Celebrant Ange reserves the right to leave the address of the Ceremony 30 minutes after the agreed start time for the Ceremony if the parties involved have not arrived or the Ceremony cannot proceed for any reason outside of the Celebrant Ange's control.

## 7. Celebrant Illness/Injury on Ceremony Day – inability to conduct ceremony

If Celebrant Ange 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 authorised marriage celebrant.

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.

The Parties undertake to ensure that their original documents are available at the venue to ensure a change of celebrant on their wedding has access to their documents, the minimum documents being their passports and any divorce or death certificate as appropriate.

If the replacement marriage celebrant cannot 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 has been sighted.

## 8. Pre-Marriage Counselling & “Happily Ever... Before & After”

We, the parties, understand that pre-marriage relationship counselling is highly recommended, and we feel sufficiently informed to make the correct decision for us as to whether we opt to organise this, or otherwise.

We, the parties, acknowledge that we have been provided with a copy of the brochure “Happily ever... before and after”

☐ A copy of ‘Happily Ever... Before & After’ has been provide.

## 9. The Ceremony Script

### 9.1 Draft Script provided to the parties at least 2 weeks prior to Ceremony:

The Celebrant will work towards having the Ceremony Script drafted and emailed to both parties at least two weeks prior to the Ceremony.

The parties agree to provide the Celebrant with the necessary information for completion of the Script, and to provide this information in a timely manner.

### 9.2 Final Script at least 7 days prior to Ceremony:

All parties understand that a final ceremony Script is to be signed off by both parties 7 days prior to the Ceremony, and the final Script will be forwarded to both parties for their rehearsal.

The parties note that no changes will be made on the day before or day of the wedding unless the Celebrant deems it necessary.

## 10. Other written Communication & Documentation

We, the parties understand that Celebrant Ange will respond to all messages promptly, and complete tasks per the timeline agreed with the parties. The parties agree to respond to Celebrant Ange’s messages and complete tasks in the same timely manner.

The parties are to provide the Celebrant with all original documentation requested no later than 48 hours prior to the wedding day, including any accredited translation documentation requested by the Celebrant.

It is noted that if the Parties fail to provide all documentation requested to the Celebrant no later than 48 hours prior to the wedding day, the Celebrant will not solemnise the ceremony.

The parties undertake to provide the Celebrant with accurate information and acknowledge that there are penalties for making false declarations. The Parties will make the celebrant aware of any information deemed important and will disclose this to the celebrant as soon as possible.

## **11. Wedding Rehearsal**

We understand that a Rehearsal is strongly recommended, and should the parties decide not to proceed with one, that this should be taken into account for expectations on the day.

We understand that there is an additional cost for a rehearsal (unless included in a package) as mentioned in Appendix 1.

## **12. Drugs/Alcohol Influence @ The Ceremony**

We, the parties, understand we (and our witnesses) cannot be under the influence of any drugs and/or alcohol (or any other substance) ahead of the ceremony, as it puts into question our willingness to consent to marry, and our witnesses capacity to act as our legal witnesses. Celebrant Ange also affirms that she will not be under the influence of any drugs or alcohol for the officiating of your ceremony.

Please note that should either of the parties arrive at the ceremony under the influence of any drugs or alcohol which prohibits their full comprehension of the ceremony, the Celebrant reserves the right to not proceed with solemnising the ceremony. Judgement as to inebriation or under the influence of any other substance is at the Celebrant's sole judgement.

If either party is taking prescribed medication which could change their demeanor during the marriage ceremony, they need to advise the Celebrant at their earliest. In the case of a person's failing health, the parties agree to organising a medical certificate to verify the person's ability to marry if requested by the Celebrant.

## **13. Natural Disasters**

We (the parties) agree to abide by state and/or territory regulations as they relate to the ability for our ceremony to proceed, including but not limited to the impact of a natural disaster.

## 14. Noise/Public Nuisance

We, the parties, understand that if our venue is in an area open to the public that certain noises, public nuisance, and natural conditions are outside of the Celebrant's control.

## 15. PA Speaker Equipment

The parties accept that the use of the Celebrant's PA system is subject to favourable 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 is to be at the Celebrant's sole discretion.

The parties accept that where the Celebrant's PA system is used, the Celebrant undertakes to ensure that the PA is fully charged, functional and tested prior to the ceremony, however the Parties acknowledge that technical 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.

Should events/attendees of the ceremony cause damage to the celebrant's personal items you will be required to pay for the cost of a replacement or repair.

## 16. Photographer expectations

We, the parties, agree to discuss with our Photographer their expectations during the ceremony for specific photos and work these into the script/timings with Celebrant Ange's agreement.

## 17. Celebrant Placement Plan

We, the parties, agree to sign-off on a placement plan for the signing table, PA system, arch (if applicable), ritual table (if applicable) as per Celebrant Ange's request.

## 18. Your Privacy

We, the parties, understand that we will be made aware of and approve all aspects of our ceremony. We understand that our privacy will be maintained, per both the Privacy Act 1988 and the Code of Practice. There is to be no discussion of any information with a third party without our explicit permission.

## 19. Ceremony Date/Time/Venue Changes

We, the parties, understand that we are 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 the Celebrant not be able to conduct the ceremony due to the change.

If the ceremony is to be changed to an alternative venue due to inclement weather, then one of the parties is to:

- (i) inform the Celebrant personally by telephone as soon as practicable, and
- (ii) confirm by text message, to ensure the Celebrant has received the notice of venue change and has sufficient time to travel to the alternative venue.

## **20. Ceremony Cancellation or Delays**

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.

If the ceremony is delayed through no fault of the Celebrant which results in the Celebrant incurring extra charges such as parking fees or missed pre-booked travel, the Parties will pay the Celebrant's further costs as soon as possible, within 14 days of the Ceremony date.

An Extra charge of \$100 per 30 minutes will apply should the ceremony start time be affected beyond 30 minutes of the scheduled time.

In the event of the delays, and a need for postponement of the legalities, the Parties will liaise with the Celebrant to agree on a mutually convenient date, time and place for the Celebrant to solemnise the marriage. An Extra charge of \$100 per 30 minutes will apply.

## **21. Workplace Health & Safety Act 2011**

- 21.1 The Parties acknowledge that 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; and
- 21.2 Following receipt of the signed Notice of Intended Marriage (NOIM) the Celebrant will inspect the site as soon as practical and confirm to the Parties in writing not later than two weeks from the date of the NOIM whether the site is safe or poses a risk; and
- 21.3 If it is impractical (impossible) for the Celebrant to inspect the site within two weeks from the date of the NOIM, the Celebrant and the Parties will mutually

agree in writing a revised extended date for inspecting and reporting on the safety of the site.

## 22. Refund Policy

We understand that there is no refund of the booking fee.

There is no refund if the ceremony cannot proceed because legal obligations are not satisfied or if any of these conditions outlined in this service agreement are not met.

And there is no refund if we cancel Celebrant Ange's services within 4 weeks of the ceremony date; or because we have found a cheaper Celebrant; or because we no longer have a requirement (i.e. have separated).

We understand that there may be a partial refund if cancellation of Celebrant Ange's services are due to illness, or other unfortunate unforeseen circumstances. There may be a partial refund if the Registrar of Marriage Celebrants has determined that Celebrant Ange has not complied with her contractual obligations.

We understand that Celebrant Ange will provide a full refund to us if she needs to cancel the contract at any time for any reason other than a previously undisclosed legal impediment to marry.

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### **Signed:**

**Party 1:** \_\_\_\_\_

Full Name (printed):

Date:

**Party 2:** \_\_\_\_\_

Full Name (printed):

Date:

**Celebrant Ange:** \_\_\_\_\_

Full Name (printed):

Date:



## APPENDIX 1

### Additional Resources/Services Price List

#### RITUALS

- |   |        |
|---|--------|
| <input type="checkbox"/> CANDLE UNITY RITUAL    | \$100  |
| <input type="checkbox"/> SAND CEREMONY          | \$100  |
| <input type="checkbox"/> OTHER (Please enquire) | \$____ |

#### REHEARSAL

- |                                    |       |
|------------------------------------|-------|
| <input type="checkbox"/> REHEARSAL | \$150 |
|------------------------------------|-------|

#### PA SPEAKER / MICROPHONES

- |  |       |
|--|-------|
| <input type="checkbox"/> MiPro Professional Speaker System | \$100 |
|--|-------|

#### BIRTHS, DEATHS & MARRIAGES OFFICIAL MARRIAGE CERTIFICATE

- |   |      |
|---|------|
| <input type="checkbox"/> Includes application completion & Registered Post of Certificate to Couple | \$75 |
|---|------|

#### TRAVEL (PER KM) BEYOND 30 MINS TRAVEL TIME

- |   |
|---|
| <input type="checkbox"/> \$1 per additional kilometre |
|---|

(a combination of current cents per km method (source: ATO), and additional personal time over distance)