

Customer agreement in relation to a marriage ceremony

Between Ronnie Clarkson Celebrant &

……………………………………………………………………

Hereinafter referred to as the Couple

**Day and date of Ceremony: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Time of Ceremony: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address for Ceremony**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Couple agree to employ the services of Ronnie Clarkson as their Authorised Marriage Celebrant according to the following Terms and Conditions:

**The Celebrant:**

1. Will provide services as an Authorised Marriage Celebrant at the agreed fee.

1. Will perform the Marriage Ceremony at the agreed time, date and place. Pursuant to the Marriage Celebrants’ Code of Conduct, the Celebrant will arrive at the agreed place at least 40 minutes prior to the designated Ceremony commencement time.

1. Reserves the right to leave the place of the Marriage Ceremony 60 minutes after the agreed start time for the Ceremony if either of the wedding party has 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 Marriage Ceremony later that day, an additional fee (as per the Statement of Fees) will be due and payable

before the ceremony commences. The Celebrant will negotiate any extra fees to conduct the Ceremony on a different day.

1. If on the agreed date the Celebrant is unable to perform the Ceremony for any reason, the parties 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.

1. If after accepting a Marriage Ceremony booking, the Celebrant finds she can no longer proceed for personal reasons unrelated to the Parties, she will:

1. Refund the booking fee, and

1. Transfer the Notice of Intended Marriage in a timely and appropriate manner to the Marriage Celebrant taking over the performance of the Ceremony.

1. Will work with the official photographer/videographer to decide on the best position for the bridal party at the wedding site that will allow discrete photographs and videography to be taken. The Celebrant is in charge of the Ceremony and will arrange the placement of the bridal party and herself in line with the couple’s wishes and in such a way that allows the guests to see without having their view blocked by the photographer.

1. **Will provide the decorative Marriage Certificate on the day of the ceremony but the bride and groom should be aware that to open bank accounts or obtain passports in the newly married name, an official marriage certificate from Births Deaths and Marriages needs to be obtained. The cost of this official certificate is currently $40.50 and is an extra cost to the bride and groom if they wish the Celebrant to include the application form when she lodges the other marriage paperwork with Births Deaths and Marriages. There is a section on the form to enter the couple’s credit card details. Note: the couple can apply for this form later themselves, however three forms of identification are required as well as getting the form witnessed by a Justice of the Peace.**

1. The celebrant has the right to cancel /postpone change venue of the wedding if she feels to continue would contravene health and safety of herself, the couple and her guests. such instances would include fire, flood and high winds etc. when official warnings have been issued

**The Couple:**

9 Agree, where not already provided and where physically possible, to produce no later than two (2) weeks prior to the wedding all original documentation, such as birth certificates, divorce decrees, death certificates, statutory declarations and/or any

other documents necessary to allow the wedding to proceed on the scheduled date. This includes any appropriate translations as requested by the Celebrant. NOTE: unless the Celebrant performing the Ceremony has sighted all necessary documentation prior to commencing the formal procedure, the marriage cannot be officiated. This is a LEGAL requirement.

1. Agree to regular communication with the Celebrant and to respond to all emails, phone calls, letters and/or text messages, in a timely manner.

1. Agree that if running late for appointments, the Celebrant will be notified as soon as possible in order to check that she is able to continue or needs to reschedule.

1. Will provide the final wording for their Ceremony to the Celebrant via email, no later than two (2) weeks before the wedding date. If the final draft is not received by the due date, the Celebrant will choose the ceremony wording and there will be no option for changes.

1. Will advise the Celebrant immediately of any changes to the time, date or place of the Marriage Ceremony. The Celebrant reserves the right to terminate the agreement and retain the booking fee if she is not able to perform the Ceremony due to the change of either date or time. The Celebrant will discuss whether or not any other monies already paid at the time of notification of any change to the Ceremony time, date and/or venue will be refunded.

1. Understand and accept that any fees outstanding are payable one (1) month prior to the Ceremony date. If the Couple cancel their booking for any reason after this date, the Celebrant will discuss the matter, but may reserve the right to retain the entire fee to cover loss of income.

1. Agree that the Bride, Groom and Witnesses will arrive in time for the Ceremony to commence at the contracted starting time. In the event that the Ceremony starting time is delayed more than 30 minutes, the Couple accepts that the Celebrant reserves the right to leave if necessary to honour other commitments.

1. If the Celebrant can stay, or return to conduct the Marriage Ceremony later that day, the Bride and Groom accept that the Ceremony will not commence until after they have paid an additional fee, calculated according to the Statement of Fees, to cover the Celebrant’s extra time.

1. The Couple agrees to pay an additional fee, to be negotiated with the Celebrant, if she conducts the Ceremony on a different day.

1. If the Bride, Groom or either Witness does not speak English well enough to understand the legal parts of the Ceremony, the Couple will 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. The hiring and cost of the translator is the responsibility of the couple, not the celebrant

1. 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. This will ensure that another celebrant can legally take over the Ceremony on the agreed date if unforeseen circumstances prevent Ronnie Clarkson from solemnising the marriage.

**Competence to enter into marriage**

A marriage can be declared invalid if it is solemnised where there is doubt about whether either the Bride or Groom 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.

The celebrant cannot continue with a marriage ceremony if the bride or groom appear or show other signs of intoxication (drugs or alcohol) The wedding will be postponed until the celebrant is reassured that the couple are sober. This will incur a fee of $300 and may require postponement to another day

If the Bride and Groom are both sober but either of the signatory Witnesses is intoxicated at the contracted time and date of the Marriage, the Marriage Ceremony will only be conducted provided alternative sober Witnesses (over 18 years of age) are appointed.

**COPYRIGHT ISSUES**

**The Celebrant:**

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

1. Retains copyright of all material she has written for the ceremony

**The Couple:**

1. 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.

1. Grant permission for the Celebrant to use images of the ceremony that include the couple on her website and within promotional material as required. Note: Any professional photographs used by the Celebrant will acknowledge the photographer and/or the photographic studio.

**Couples names**

Print…………………………… Signature Date

Print ………………………………… Signature Date

Celebrant Signature