



*Married by Mandi*

## *Agreement - Terms and Conditions*

I endeavour to give and focus on the best possible experience and service. As part of that, it is vital that both myself and my couples, clearly understand what my service involves and how I operate.

Please read the following terms and conditions thoroughly prior to paying your booking fee with me.

I look forward to helping you create your perfect ceremony, feel relaxed throughout the process and enjoy your wedding day!

I will keep agreed date and time available for your ceremony in accordance with the following:

1. A confirmation booking fee of \$150 is payable. This fee covers the lodgment of your Notice of Intended Marriage. In the event of a cancellation of the ceremony after this paperwork has been completed, this fee is non-refundable. All cancellations must be in writing.
2. Bookings are only deemed confirmed and official once I have received your booking fee in full. Dates cannot be held without the fee, due to popular demand.
3. By paying the fee you are agreeing to the terms and conditions as set out in this document.
4. Also, by paying the booking fee, you are allowing me the right to use your testimonials (images with your permission) in advertising or social media. Should you not wish that to be allowed, please advise me in writing. Having said that, I love sharing my gorgeous couples and I am sure you enjoyed reading of other couples' happy days before making your decision!
5. The balance of the account is due and payable 2 weeks prior to the ceremony. In the event of a cancellation of the ceremony, a refund of part of the balance may be considered at the celebrants' discretion.

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The Celebrant Agrees:

1. provide Registered Marriage Celebrant services to the Parties in accordance with the Code of Practice (regulation 37L of the Marriage Act 1961- see below):
  - a) To conduct and practice a high standard of service at all times;
  - b) To recognise the social, cultural and legal significance of marriage and the marriage ceremony in the Australian community, and the importance of strong & respectful family relationships;
  - c) To observe and practice all Commonwealth and State laws, and to ensure that the marriage will be solemnized according to the legal requirements of the Marriage Act 1961;
  - d) To respect the importance of the marriage ceremony to the parties and the other persons organising the ceremony.
  - e) To give the Parties information and guidance to enable them to choose or compose a marriage ceremony that will meet their needs and expectations.
  - f) To retain up-to-date knowledge and understanding of family relationships services in Australia and inform parties about the range of information and services available to them to enhance and sustain them throughout their relationship (including Happily Ever...Before and After pamphlet);
  - g) To respect the privacy and confidentiality of the Parties, and ensure secure storage of records;
  - h) To confirm all details with the Parties prior to the wedding day, and ensure that all necessary declarations and original documents have been signed and sighted;
  - i) To conduct a rehearsal if requested, and ensure the Celebrant's personal presentation is of an appropriate standard which respects and meets the expectations of the parties in relation to the ceremony;
  - j) To make efforts to ensure that the ceremony is audible to all those present, and to ensure accuracy in the preparation of documents and in the conduct of the marriage ceremony;
  - k) To arrive for the ceremony no less than 20 minutes prior to the commencement time, or at a time agreed with the Parties;
  - l) To ensure that documentation is completed after solemnisation and sent to the appropriate State Registry Office of Births, Deaths and Marriages within 14 days of the wedding of the wedding;
  - m) To seek evaluative comment from the Parties as to the provision of Celebrant services, and to give the Parties information about how to notify the Commonwealth Attorney-General's Department of any concerns or complaints they may have about the celebrant services provided;
2. To attend and conduct the marriage ceremony at the agreed time, date and place.
3. (1) 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 arrange for the ceremony to be completed by another registered marriage celebrant.  
(2) If the Celebrant is unable to perform the marriage ceremony due to illness or other unforeseen circumstances, to:
  - a) Refund to the Parties a negotiated amount of the Celebrant fee or compensate the replacement Celebrant, whichever is appropriate; and
  - b) Pass the Notice of Intended Marriage to the replacement marriage celebrant, in a timely and appropriate manner.
- . If the Celebrant experiences unforeseen obstacles on their way to the wedding e.g. traffic jam, flat tyre, car accident, the celebrant will incur the costs for alternative arrangements e.g. a taxi in order to get to the venue as soon as possible. The Celebrant will contact the Parties and to their best endeavour, organise alternative travel arrangements if required.

The Parties Agree:

5. To pay the Celebrant's fee in accordance with the invoice provided, namely:
  - a) i) A non-refundable Booking fee (of \$250) will secure your wedding date and time with the celebrant;
  - ii) By paying your booking fee, you (the Parties) are both agreeing to the terms and conditions, clearly set out in this document. Also, by paying your booking fee, you are allowing me the right to use your images and testimonials to be used in advertising- media release e.g. on social media etc. I request that you notify me in writing if you do not want to be included in this way by the time of your rehearsal date.
  - b) Balance of fee as requested by Celebrant is due no less than two weeks before ceremony date;
  - c) If full payment has not been made to the Celebrant in accordance with these terms then the Celebrant will not attend the ceremony.
  - d) A 3-day cooling off period applies, from the date your deposit is received. If you choose to cancel your booking (must be given in writing), a refund of your deposit will be given, less 50% administration fee.
  - e) A deposit is refundable less any expenses on the celebrants' part in the event of immediate family death (bride, groom, mum, dad, brother, sister), or military deployment of bride or groom. If the death occurs within 2 weeks of wedding (when payment is due in full), then they are liable for all expenses spent on their behalf.
  - f) The celebrant has the right to cancel at any time and retain booking fees and expenses if it is deemed that the parties are acting in a manner unfit to conduct good business between us.
6. To provide the Celebrant with all original documentation requested no less than 24 hours prior to the wedding day, including any accredited translation documentations requested by the Celebrant (see [http://www.naati.com.au/home\\_page.html](http://www.naati.com.au/home_page.html) for further information).

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7. That if the Parties fail to provide all documentation requested to the Celebrant no less than 24 hours prior to the wedding day, the Celebrant will not attend the ceremony.

8. That if the Celebrant is unable to perform the marriage ceremony for any reason and a replacement celebrant is provided, all original documents (birth certificate, passport, divorce/death certificates and drivers licence etc) must also be sighted by the replacement celebrant prior to the ceremony (arranged by the new celebrant and the Parties).

9. 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 should the Celebrant be unable to conduct the ceremony due to the change.

If the ceremony draft has been reviewed and or emailed to the Parties, the Celebrant reserves the right to retain an additional \$250. If the change is post rehearsal, the on-site rehearsal/travel charge, plus a \$50 paperwork expense fee will also be charged. If the change is on the wedding day and the celebrant cannot accommodate these changes, no monies will be refunded.

10. In the event of cancellation of the ceremony by the Parties after full payment or part payment is made, a partial refund may be considered and will be at the celebrant's discretion. Excluding \$250 if ceremony draft has been reviewed by or emailed to the Parties. If cancellation is post rehearsal, the on-site rehearsal/travel charge & a \$50 paperwork expense fee will also be deducted. If cancellation is on the day of the ceremony, no monies will be refunded. If the ceremony is required to be rescheduled, or relocated for any reason, the celebrant will endeavour to assist the Parties in any way that is practicably possible. Additional fee may also be applicable.

11. That if the ceremony is to be changed to the alternative venue due to inclement weather on the day of the wedding, then one of the Parties is to inform the celebrant personally by telephone (not via email or text message), no less than 3 hours prior to the ceremony to ensure the Celebrant has sufficient time to travel to the alternative venue. If this is not pursued by the Parties, the celebrant cannot be held responsible for being late if that is, indeed the case.

12. In the event that the ceremony is delayed more than 30 minutes beyond the agreed starting time of the Parties ceremony- if either Parties have not arrived or the ceremony cannot proceed for any reason outside the Celebrant's control, the Celebrant reserves the right to proceed to their next commitment.

a) Judgement as to inebriation of the Parties being under the influence of alcohol or any other substance is at the Celebrants sole judgement and

b) If the Celebrant remains at the venue 30 minutes after the agreed starting time, the Parties agree to pay \$60 for every 30 minutes of waiting time if the ceremony is delayed.

13. That in the event of the above occurrence (12), the Parties are to liaise with the Celebrant to mutually agree on a later time, date and place for the Celebrant to solemnise the marriage for an extra fee, payable in advance.

14. It is the celebrant's right and responsibility to refuse to Solemnise the marriage of the Parties in a location or under conditions that the Celebrant deems an actual or potential health and safety risk to the Celebrant, others and/or the Celebrant's equipment arranged for use during the ceremony (e.g. natural disasters or other dangerous extreme circumstances).

15. That the Celebrant takes no responsibility for the disruptive behaviour of children/guests/the public prior to, during or after the ceremony.

16. The Parties must endeavour to provide the Celebrant with accurate information and acknowledge that the penalty for making a false declaration is four years imprisonment. The NOIM papers and Marriage will be invalid if inaccurate information is obtained.

17. The Parties undertake to advise the Celebrant as soon as practicable if either of them is taking prescribed medication which may change their demeanour on their wedding day.

18. The Parties agree that:

a) They are not to arrive at the ceremony inebriated or under the influence of any other substance, otherwise the Celebrant is lawfully not authorised to solemnise the marriage.

b) Judgement as to inebriation of the Parties being under the influence of alcohol or any other substance is at the Celebrant's sole judgement and

c) Two official witnesses must be aged 18 or over and appear sober or not under the influence of any other substance is the sole judgement of the Celebrant, otherwise alternative official witnesses must be used.

19. The Parties agree that the use of the Celebrant's PA system is subject to favourable weather conditions & will not be used in any circumstances where the unit may be exposed to harm; by persons or the elements e.g. Rain, extreme heat, heavy winds etc. Judgement to be made at the Celebrant's sole discretion.

20. Where the Celebrant's PA system is used, and damaged by no fault of the Celebrant e.g. microphone dropped by bridal party or guest performing a reading, or through use of a Party's/guest's iPod for music, the couple will incur all associated costs involved in fixing or replacing the damaged item.

21. Where the Celebrant's PA system is used, the Celebrant will endeavour to establish that the PA system is fully charged, functional and tested prior to the ceremony, however 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 any time prior to, during or after the ceremony, the Celebrant will not be held responsible.

22. Where the Celebrant experiences problems on their way to the wedding e.g. traffic jam, flat tyre, car accident, the Celebrant will incur the costs for alternative arrangements e.g. taxi in order to get to the venue as soon as possible. The Parties acknowledge that such things can happen from time to time and that the Celebrant will contact the Parties where practicable and the Celebrant will venture to organise appropriate alternative travel arrangements, so as to arrive at the wedding 20 minutes prior to the ceremony. The Celebrant will not be held responsible or liable for such events, if by chance, they occur.

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23. The Parties acknowledge that it is their responsibility to purchase and provide all items required for the ceremony e.g. Music and symbolic ceremonies/rituals, and the Parties are required to bring all relevant items to the rehearsal and on the wedding day.

24. The Parties acknowledge that if they fail to communicate any information requested by the Celebrant regarding their ceremony (after the ceremony draft has been reviewed) by no less than 72 hours prior to the ceremony, decisions regarding this content of the ceremony will be left to the discretion of the Celebrant.

25. Where possible, a parking space must be reserved for the Celebrant as close as practicable to the ceremony location. All costs incurred by the celebrant which relate to parking near the ceremony location during the Parties rehearsal and/or ceremony, are to be reimbursed to the Celebrant prior to the Parties wedding day.

26. The Parties agree that if the ceremony is delayed through no fault of the Celebrant, which results in the Celebrant incurring extra charges such as parking fines, the Parties will pay the Celebrant's further costs.

27. Contact details of the Parties are to be kept current throughout the ceremony process and on their Wedding Day. It is the Parties responsibility to notify the Celebrant in writing if they have moved address, changed their phone number, or email address etc.

28. Whilst every precaution is taken, the celebrant is indemnified against any claim made due to accident or injury resulting from the use of any equipment supplied by the celebrant.

29. The Parties acknowledge that the Celebrant has explained, and they understand, the legal requirements for entering into a valid marriage, and that they agree to comply with their obligations as requested by the Celebrant.

### Intellectual Property

The resources, products given, and items emailed to you throughout the course of your engagement with Amanda Wilson - Marriage Celebrant services have been developed by Amanda Wilson. It is owned and protected by copyright, trademarks and other applicable intellectual property laws.

At no time are you permitted to duplicate, upload products/samples to sharing sites, copy, share, sell, or reproduce any of the content covered within your time with Amanda Wilson -Marriage Celebrant services.

As a couple that has booked Amanda Wilson -Marriage Celebrant you understand that the information shared, documents and other given material are solely for yourself, for use only within you creating your own ceremony and assisting you beyond your wedding day as a paid couple of Amanda Wilson - Marriage Celebrant. At no time may you share your paid content with another person either inside or outside the wedding industry who is not a PAID couple of Amanda Wilson -Marriage Celebrant.

## COMPETENCE TO ENTER INTO MARRIAGE

A marriage can be declared invalid if it is solemnised when 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.

If at the beginning of a marriage ceremony either the Bride or Groom 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 office the next day (or the first day she is available) with only the Bride, Groom and their Witnesses attending. This will incur an additional charge of \$100 to be paid immediately, to cover the time to prepare new documentation and completion of new declarations by the couple before the ceremony commences, as legally required.

If the Bride and Groom are 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 are appointed. Please note that in this event, replacing your witnesses acting in this role in your ceremony, your souvenir copy will contain incorrect names."

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# Code of practice Complaint procedure

As celebrants we have a code of practice to ensure we all do the right thing!

The full code can be found on

<https://www.ag.gov.au/FamiliesAndMarriage/Marriage/Documents/Code%20of%20practice%20for%20marriage%20celebrants.pdf>

If you feel you have a complaint, please let me know first!

However, if you wish to make a formal complaint, this is the procedure. The full details are on the following link:

<https://www.ag.gov.au/FamiliesAndMarriage/Marriage/Pages/Complaintagainstamarriagecelebrant.aspx>

Receipt of payment of booking fee denotes acceptance of the conditions.

We agree that any of the details change, we will notify the celebrant in writing immediately

Signed by the parties:

Party 1

Party 2

Date

| Party 1  | Party 2 | Date  |
|--|---------|-------|
| Non-refundable booking fee for booking/lodgment of Notice of Intended Marriage with celebrant.<br>Administration and lodgment of all marriage documents.<br>(Application for official certificate of marriage is additional) |         | \$150 |
| Solemnisation of marriage by Civil Celebrant<br>Additional services that may be required such as extra travel, interpreters, consultation embassies or any special requirements will incur extra costs                       |         | \$450 |
|  |         | \$600 |

Bank details: BSB 114-879 (St George) / Account 494 485 692 / Married by Mandi

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