

## CELEBRANT

### TERMS AND CONDITIONS

Thank you for choosing **Pamela McIntosh Civil Marriage Celebrant (ABN 81 724 078 526)** (hereafter **"Pamela McIntosh", "our", "we", "us"**) for your special day. This is an Agreement under which you (hereafter **'the Couple', 'you' or 'your'**) agree to use the Services (**'the Terms'**) supplied by Pamela McIntosh Marriage Celebrant.

Please read these terms carefully before booking with Pamela McIntosh or using our Services. The Terms below are important because they set out the rights and obligations of you as the Couple, when using our Services (**'Your Booking'**).

Your Booking is confirmed once we have received a signed copy of these Terms via the Service Agreement. However, where you fail to provide an executed copy of the Terms but proceed to use our Services, you confirm your agreement to be bound by these Terms. This agreement expressly supersedes prior agreements or arrangements with you.

#### 1. **Scope of Services**

- 1.1 Pamela McIntosh provides professional celebrancy Services outlined in this Agreement and as detailed in the Invoice (**'the Services'**);
- 1.2 Pamela McIntosh agrees to conduct a marriage ceremony at the agreed time, date and place, in accordance with the Marriage Act 1961 (Cth) and the Code of Practice for Marriage Celebrants.

#### 2. **Booking Fee**

- 2.1 The Couple must pay a Booking Fee which is non-refundable. The Booking Fee required to be paid is 30% of the total invoice.
- 2.2 The Booking Fee not only constitutes the reservation of your Booking Date, but also payment for work performed up to the point of booking and costs and expenses associated with doing so.
- 2.3 You acknowledge that through blocking the Booking Date off, you accept that [NAME] will suffer loss by declining other work for that date, from the date that you agree to these Terms. The non-refundable fees related to that cancellation are considered liquidated damages as a result.
- 2.4 The No, I do not refund the booking fee. Booking Fee is not transferable to another Booking Date or another type of goods or services (unless otherwise provided within these terms), and the variation of your Booking Date constitutes a new booking, subject once more to further Terms, whether the same or varied.

#### 3. **Payments**

- 3.1 Each party of the Couple will be jointly and severally liable for all payments owing to Pamela McIntosh.
- 3.2 We will provide you with an invoice in advance and that will be required to be in paid in accordance with Clause 2. Any payments made to Pamela McIntosh will be made via direct deposit.
- 3.3 The final balance of your invoice from Pamela McIntosh must be paid 1 month from Event Date prior to the Booking Date. Failure to pay monies due means that Pamela McIntosh may suspend or withhold the performance of Services until such payment is made.
- 3.4 Pamela McIntosh reserves the right to increase the price of the Services where there are any last-minute changes to the Couple's requirements, scope of services, additional hours or increase in labor. The additional charges, the additional charges are payable within 30 days of invoice.

3.5 You agree to reimburse Pamela McIntosh for all reasonable expenses incurred in providing the Services, provided that such expenses shall be itemised and supported by invoices. The Couple is responsible for all “out of pocket” expenses directly related to the provision of the Services.

3.6 Where the Booking requires substantial travel for Pamela McIntosh interstate and/or internationally, the Couple are required to pay for accommodation, flights to the destination and car hire.

#### 4. **Cancellation of Booking**

4.1 You may cancel this agreement at any time, by notifying the Celebrant in writing and by doing so, you forfeit the non-refundable Booking Fee and any monies paid to date.

4.2 Cancellation does not affect your obligation to pay for Services already provided.

#### 5. **Postponement of Booking**

5.1 In the event that you wish to postpone your Booking, this will be treated as a cancellation in accordance with 4. Should you wish to book a further date, you will be required to pay a new Non-Refundable Booking Fee for a date that is mutually acceptance to both the Celebrant and you. All monies paid prior to Cancellation are not transferable to a new Booking Date.

5.2 Pamela McIntosh may terminate the agreement between the parties where you are in breach of the Terms, including but not limited to the non-payment of invoices. Where Pamela McIntosh terminates the agreement for breach, you will be responsible for all fees and disbursements incurred or accrued prior to termination.

5.3 Pamela McIntosh may withdraw their Services in some circumstances. Such circumstances include discovery of new information, changes to agreed circumstances, or other factors which tend to circumvent its policies. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors.

#### 6. **Cooperation**

6.1 The parties warrant that:

- a. has explained to them the legal requirements for entering into a marriage, and they fully understand those legal requirements; and
- b. they are legally able to marry each other.

6.2 The parties agree to:

- a. complete and provide to Pamela McIntosh, a Notice of Intended Marriage, no less than one (1) month and no more than 18 months, prior to the ceremony date;
- b. provide Pamela McIntosh all documentation requested, no less than fourteen (14) days before the ceremony date. If the parties fail to do so Pamela McIntosh is under no obligation to perform the ceremony and may cancel the Booking with all monies already paid by the parties forfeited; and
- c. communicate all of their expectations to Pamela McIntosh no later than thirty (30) days before the ceremony date. If the Couple fail to do so, all decisions regarding the content of the ceremony will be left to the sole discretion of Pamela McIntosh.

6.3 The Couple will be responsible for ensuring that two (2) witnesses, 18 years of age or older attend the ceremony, as required by law.

6.4 The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Pamela McIntosh is not responsible for key individuals' failure to be present or to cooperate during any meetings with Pamela McIntosh, or the ceremony itself.

## 7. **Safety**

- 7.1 The Couple shall agree, while working with Pamela McIntosh on their wedding day, they are not to undertake any illegal or dangerous activities that threaten Pamela McIntosh's safety and well-being.
- 7.2 Unless legislation provides otherwise, it is the Couple's responsibility to ensure it, and its other vendors, are following government regulations in regards to COVID-19, including those restrictions relating to gatherings and social distancing. Notwithstanding this, the Celebrant has agreed to undertake such tasks to ensure COVID-19 compliance is being adhered to:
  - a. Register names for contact tracing;
- 7.3 If these regulations are not strictly adhered to and Pamela McIntosh feels the personal safety of its employees and officers are at risk, we reserve the right to exit the event and our duties and you will forfeit any fees paid.
- 7.4 Pamela McIntosh is not responsible for the failure of the wedding participants and guests to follow government regulations in regards to COVID-19, including those restrictions relating to gatherings and social distancing. To the fullest extent permitted by law you agree that Pamela McIntosh will not be liable to you or any person for any claim resulting from issues relating to COVID-19 and the following of mandatory rules and regulations relating to the same.

## 8. **Subcontracting of Services**

- 8.1 In the unlikely event of severe medical, natural, or other emergencies, Pamela McIntosh will make every effort to secure a replacement. If a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the contracted Services

## 9. **Warranty, Liability and Indemnity**

- 9.1 To the extent that the Australian Consumer Law allows, Pamela McIntosh provide the Services on an "as is" and "as available" basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.
- 9.2 To the fullest extent permitted by law you agree that neither Pamela McIntosh or its employees will be liable to you or any person for any claim resulting from or arising out of your use (or inability to use) the Services. This includes any direct, indirect or consequential loss, even if such loss was not contemplated at the time of making the Booking or accepting these Terms.
- 9.3 To the fullest extent permitted by law, you agree to indemnify Pamela McIntosh, and its officers, directors, employees from and against all claims, including reasonable legal costs, resulting from any breach of this Agreement or any activity related to your use of the Services, (including, without limitation, infringement of any third party's copyright, trade mark, patent or other intellectual property rights anywhere in the world or any negligent or wrongful conduct) by you and any liability for any claim, whether direct, indirect, incidental, special and/or consequential loss even if such loss was not contemplated at the time of making the Booking or accepting these Terms.

## 10. **Force Majeure**

- 10.1 Pamela McIntosh will not be liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Agreement that is caused by any "Act or Event Beyond Our Control". Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers ('**force majeure circumstances**'). If an event outside our control takes place that means the performance of our obligations under the Agreement is impossible, we will contact you as soon as reasonably possible to notify you; and our obligations under the Agreement will be terminated.

- 10.2 Where the Agreement is terminated as a result of a force majeure circumstance, we will refund all monies but for the non-refundable booking fee
- 10.3 This clause does not apply in circumstances where the “Event Outside Our Control” still makes the Booking possible, but you cancel the Booking or vary the Booking because the alleged “Event Outside Our Control” causes mere inconvenience or changes the Booking in a manner that does not suit you. In this instance, our usual terms apply as if this was a cancellation (or postponement should these terms allow) in accordance with this Agreement.

**11. Jurisdiction**

- 11.1 These Terms are governed exclusively by the laws of New South Wales. Any legal proceedings relating to them can only be taken in courts with jurisdiction in New South Wales.

**12. Severability and Waiver**

If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not. This does not apply if the severance of a provision of this Contract in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Agreement. Any failure by Pamela McIntosh to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of such rights unless such waiver is granted to the Client in writing.

**13. Execution by Parties**

This agreement must be executed by each partner named. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorization to execute the agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute.