



THE NUPTIALS CO

TERMS AND CONDITIONS

Terms & Conditions

Thank you for choosing The Nuptials Co (ABN 69915997987) (hereafter "me", "I", "myself") for your special day, hereafter "the Event".

This is an Agreement under which you (hereafter 'you' or 'your') agree to use the Services ('the Terms') supplied by me.

Please read these Terms carefully before booking with me or using my Services. The Terms below are important because they set out the rights and obligations of you, when using my Services ('Your Booking').

Your Booking is confirmed once you have executed these Terms. However, where you fail to accept the Terms but proceed to use my Services (or pay the booking fee), 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. I provide professional celebrancy Services outlined in the Terms and as detailed in your Invoice ('the Services');
- 1.2. I also may provide the following as additional services which may be provided to you upon request at an additional cost (hereafter, the Additional Services);
 - a. Hire Items;
 - b. Vow booklets, tissues and mints; and/or
 - c. Master of Ceremonies services.
- 1.3. Where it is agreed that these Additional Services are provided to you, this will be confirmed by way of email, or if requested on the day, confirmed verbally.
- 1.4. The scope of Services will be outlined in the Booking Details, which will outline the particular aspects of your booking, such as the time, date and location of your ceremony. Any variations to the aspects of your booking must be mutually agreed in writing.
- 1.5. I agree to conduct a marriage ceremony at the agreed time, date and place, in accordance with the Marriage Act 1961 (Cth), the Code of Practice for Marriage Celebrants and any other rules and regulations relating to the provision of celebrancy services.
- 1.6. You acknowledge that you have entered into an agreement with me so that I can perform the Services not only on the day of your ceremony but the Services prior and after.

2. Booking Fee

- 2.1. You must pay a Booking Fee which is non-refundable. The Booking Fee required to be paid is \$500 dollars. By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable. The purpose of the Booking Fee is to not only secure my Services and I, but to pay for work performed upon you making that Booking.
- 2.2. Again, the Booking Fee is non-refundable and has been set as liquidated damages as a genuine estimate of loss suffered if you cancel me and the associated Services, regardless of whether I am able to re-book any event in its place.

3. Payments

- 3.1. Each party will be jointly and severally liable for all payments owing to me.
- 3.2. You are required to pay for the Package as follows:
 - a. The Booking Fee (being \$500 dollars) as outlined in Clause 2; and
 - b. A progress payment of 75% of the total amount due, due at a time agreed between the parties and as confirmed in the Invoice (usually six months prior to the wedding).
 - c. The remainder of the total amount due ('the Final Payment') is due thirty five (35) days before your ceremony.
 - d. Any additions, changes or amendments to paperwork thirty five (35) days prior to the ceremony will incur a \$50 administration fee.
- 3.3. The total amount due may also include the Additional Services that you have requested from me. Where the Additional Services are requested after the Final Payment is made, I will provide a further invoice to you. That invoice must be paid within thirty five (35) days from the date of the invoice.
- 3.4. For all payments I will provide you with an invoice for the Services in advance. Any payments made to me will be made via direct deposit, cash or cheque. I do not accept credit card payments.
- 3.5. In some instances you may pay the invoice through the assistance of a Third Party Payment Provider ('TPPP') such as Paypal. You acknowledge that you have read over those terms and conditions thoroughly, and have informed the TPPP that you agree to be bound by any terms and conditions in addition to these terms. The TPPP or their bank or other financial institution may require you to pay processing fees or other fees and charges. Any such fees and charges are your sole responsibility and are not included in the invoice, or other paid services unless otherwise specified. I accept no responsibility for your use of any TPPP. You agree to keep your information including your email address and payment details up to date so that the TPPP and I can process payment and contact you as needed in connection with the provision of the Services.
- 3.6. I reserve the right to increase the price of the Services where there are any last minute changes to your requirements, including but not limited to a change in scope of services, the hours of work to be performed, or increase in labour. The additional charges must be paid within seven days from the date of the invoice.

4. Cancellation or Postponement of Booking

- 4.1. You may cancel this agreement at anytime, by notifying me in writing and by doing so, you forfeit all monies paid at the time of cancellation.
- 4.2. In the event that you wish to postpone your Booking, this will be treated as a cancellation in accordance with Clause 4.1. 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 acceptable to both me and you.
- 4.3. I may terminate the agreement between us where you are in breach of the Terms, including but not limited to the non-payment of invoices. Where I terminate the agreement for breach, you will be responsible for all fees and disbursements incurred or accrued prior to termination.
- 4.4. I may withdraw my 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.

5. Cooperation

- 5.1. You warrant that:
- a. I have explained to you the legal requirements for entering into a marriage, and you fully understand those legal requirements;
 - b. you are legally able to marry each other;
 - c. each party is providing full and free consent to marry.
- 5.2. You agree to:
- a. complete and provide to me, a Notice of Intended Marriage, no less than one (1) month and no more than 18 months, prior to the ceremony date;
 - b. complete the legal paperwork questionnaire either online or manually where required within (2) weeks of making the Booking;
 - c. provide me with any information which may be relevant to you, the ceremony or the legal requirements associated with the intended marriage;
 - d. provide me with all documentation in order to provide your ceremony script in the timeframe I request in my email to you. Subject to 5.3, if the parties fail to do so, I am under no obligation to perform the ceremony and may cancel the Booking with all monies already paid by the parties forfeited; and
 - e. communicate all of your expectations to me, or provide any amendments to the ceremony/legal paperwork no later than thirty (30) days before the ceremony date. If you fail to do so, all decisions regarding the content of the ceremony will be left to the sole discretion of me or a further fee will be charged.
- 5.3. Where it becomes apparent that you are unable to undertake a lawful marriage ceremony, you may choose to have me perform a "commitment ceremony". Where you wish for the marriage to be solemnised thereafter, further fees will be incurred.
- 5.4. You will be responsible for ensuring that two (2) witnesses, 18 years of age or older, attend the ceremony, as required by law. You are to ensure that the witnesses are not hearing impaired, and that the witnesses are situated close to me as I conduct the ceremony, so as to ensure that they can hear and understand what is being said during the ceremony.
- 5.5. You must not be under the influence of alcohol or other substances which may impair your capacity to take part in the ceremony. I can, at any time using my own judgement and sole discretion, refuse to undertake the ceremony, in accordance with the relevant legislation relating to the same.
- 5.6. You agree to positive cooperation and communication with me. I am not responsible for key individuals' failure to be present or to cooperate during any meetings with me, or the ceremony itself.
- 5.7. If you wish to make changes to the ceremony, you must provide written instructions to me as soon as possible. I will make reasonable attempts to implement the change/s.
- 5.8. Should your ceremony be impacted by rain or weather conditions as contemplated elsewhere in the Terms, you are responsible to inform me of any changes to location a minimum of three (3) hours prior to the start time.
- 5.9. I will arrive at the Venue at least thirty (30) minutes before the ceremony is due to start.
- 5.10. Where either of you are late to the ceremony at the proposed time, or hold the ceremony to wait for other vendors, invitees or the like, for a period of sixty (60) minutes longer than the agreed ceremony start time, I

reserve the right to leave the venue and not undertake the ceremony.

- 5.11. Where I exercise my right to leave the venue and not undertake the ceremony due to the Clause above, a further fee will be charge to you for the ceremony to take place at a different place and/or time.
- 5.12. Where the Ceremony does not finish at the agreed end time, and due to the delay I incur extra charges including but not limited to paid parking, a further invoice will be issued to you for such charges and made payable within fourteen (14) days.

6. Registration of Marriage

- a. Upon completing your ceremony, I will provide you with a Commemorative Marriage Certificate.
- b. I will endeavour to complete all relevant paperwork relating to the registration of marriage within fourteen (14) days, and lodge the relevant paperwork with the Office of Births, Deaths and Marriages.
- i. You will be informed in writing by me once the marriage has been officially registered with the Office of Births, Deaths and Marriages.
- ii. You will need to apply for the 'Official Marriage Certificate' in order to apply for name changes, and other legal documents where the Certificate may be required. I am able to assist you in applying for this document, and in doing so, apply a fee to the invoice (described as Additional Services in accordance with Clause 1.2).

7. Hire Items

- 7.1. As part of the Goods and Services provided to you, we may allow you the use of items or equipment for your Booking Date ("Hire Items"). You agree to rent the Hire Items in accordance with this clause.
- 7.2. All cancellations of the Hire Items must be submitted in writing. Cancellations of the Hire Items are treated in the same manner as any other cancellation, and we will retain your Non-Refundable Management Fee as well as any payment made in accordance with these Terms.
- 7.3. You acknowledge that we retain title to the Hire Items and that you have rights to use the Hire Items as a mere bailee only.
- 7.4. Unless otherwise agreed with us in writing, you agree not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Hire Items and not to conceal or alter the Hire Items or make any addition or alteration to, or repair of, the Hire Items.
- 7.5. A damage waiver of 10% is required to be paid as part of the hire component of the total invoice. You acknowledge that the damage waiver is not insurance or a substitute for insurance. It is non-refundable fee of 10% of the rental charges for the Hire Items and billed on the rental invoice to your rental charges. The Damage Waiver covers reasonable wear and tear of the Hire Items. The Damage Waiver does not cover damage resulting from misuse or abuse of the Hire Items, your negligent acts or omissions, failing to maintain the Hire Items or during transport loading/unloading. It is your responsibility to maintain the condition and safekeeping of the Hire Items and may be liable for any Hire Items which are lost, stolen or damaged during the rental period.
- 7.6. It is your responsibility to assess the suitability of the Hire Items before confirming that you wish to hire them. We will not be responsible for failure to check whether the Hire Items suit any particular use or need on your Booking Date.

- 7.7. Where you have paid for our Services to set up the hire items on your Booking Date, we are not responsible for or be liable to you or any person for any loss, damage, claim, cost or expense resulting from changes made to the setup or placement of the Hire Items once we have completed such set up or placement.
- 7.8. To the extent permitted by law, you will be responsible for risk of loss, theft, damage or destruction to the equipment from any and every cause. In the event that the Hire Items or any part of them are lost, stolen or damaged during the period of hire in circumstances where you bear responsibility under these Terms, you will be liable to us and will indemnify us for the cost and expenses of the replacement of such lost or stolen Hire Items and/or for the replacement of the Hire Items which, in our sole determination, is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged Hire Items.
- 7.9. You are liable for, and indemnify us against any loss or damage to the Hire Items as result of the actions of any third party (including but not limited to the venue, venue staff or guests).
- 7.10. Unless you obtain prior written consent from us, you will not alter, modify or attach anything to the Hire Items unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the equipment. Where we allow arrangements to be attached to our Hire Items (for example, our frames or structures), these must not damage the original condition of the Hire Item. We cannot be held liable for any damage or loss of items attached to our hire stock and you will bear responsibility for any damage or loss incurred in accordance with Clause 7.8.
- 7.11. You may be required to pay a "bond" before taking possession of the equipment. Where the Hire Items are returned in the condition it was provided to you, you will be refunded the bond upon return of the Hire Items. Where items are damaged or lost, and the bond is not sufficient to cover the loss or damage to the item, you will be liable for any costs above and beyond the bond amount in order to repair or replace the item. It is at our sole discretion as to whether to repair or replace.
- 7.12. We reserve the right to charge a Cleaning Fee. Where we are responsible for the pack-up and clean at the Venue, the Cleaning Fee may be charged to you as an additional Fee.
- 7.13. Standard delivery fees are included in your quote but if the location or amount of different location drop off changes there may be an extra charge.
- 7.14. Unless you have booked delivery inclusive of setup, then items are delivered only, you are to organise with an appropriate person to setup the items where appropriate.
- 7.15. We reserve the right to engage debt collection services for any invoices not paid in full by the due date for any lost/missing or damaged Hire Items and the costs associated with engaging that debt collection service will be passed on to you.
- 7.16. You acknowledge that you will be hiring items that will be used by other clients prior to your Booking Date. Where a Hire Item has been hired prior to your Booking, and the item is damaged or lost, and cannot be repaired to a standard satisfactory level to you before your Booking Date, we cannot be held liable or responsible for its inability to provide that item. In these circumstances, we will notify you as soon as possible and try to offer an alternative, if possible. In the absence of alternative item(s) being offered, we will offer you a refund based on the value of that damaged/lost item(s).
- 7.17. We must be allowed suitable time to rectify any issues with a Hire Item before the issuing of refund is considered.
- 7.18. Where you fail to return any Hire Item by the due date, you will be charged the usual Hire Item price on a daily basis until such Hire Item is returned.

8. Safety

- 8.1. You shall agree that, while working with me on the day of your ceremony, you are not to undertake any illegal or dangerous activities that threaten my safety and well-being.
- 8.2. Unless legislation provides otherwise, it is your responsibility to ensure you, and your other vendors, are following government regulations in regards to public health and safety, including those restrictions relating to gatherings and social distancing.
- 8.3. If these regulations are not strictly adhered to and I feel that my personal safety is at risk, I reserve the right to exit the ceremony and my duties and you will forfeit any fees paid.
- 8.4. I am not responsible for the failure of the ceremony participants and guests to follow government regulations in regards to public health and safety, including those restrictions relating to gatherings and social distancing. To the fullest extent permitted by law you agree that I will not be liable to you or any person for any claim resulting from issues relating to public health and safety and the following of mandatory rules and regulations relating to the same.

9. Use of Images

- 9.1. You acknowledge that I may take images and/or video of you using my Services on or before the ceremony. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide me a royalty free nonexclusive licence to use any such images for marketing purposes. By accepting these terms, you confirm that you have given permission for me to take images and videos, and sought the permission from your guests and vendors for me to do the same.
- 9.2. You may however inform me that you do not wish for me to use images of you at any point in time in writing. If I have used these images and you wish for them to be removed, I will endeavour to remove them as soon as practically possible.
- 9.3. Where you provide me with images or video from your special day, you warrant that you have obtained permission from the owner of those images in order for me to use for marketing purposes.
- 9.4. Any photographs, videos or sound recordings taken by you of me must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without my express written consent is strictly prohibited.

10. Intellectual Property and Confidentiality

- 10.1. All Intellectual Property created by me during the provision of the Services remains that of the property of me. I grant to you an exclusive, non-transferable, royalty-free, perpetual license to use any intellectual property rights owned by me for the purposes of performing the ceremony for you.
- 10.2. Given the quality of material developed by me, you must not disclose any confidential Information to any third party without my prior consent. If you disclose any confidential Information to a third party without my prior written consent, you will be liable for any damage suffered by me as a consequence of the disclosure.
- 10.3. All obligations of intellectual property and confidentiality set out in this Agreement continue in full force and effect after the Completion Date.

11. Meal
- 11.1. If I am required to stay at the ceremony for longer than four (4) hours, you agree to provide a meal for me and any assistants.
12. Equipment
- 12.1. I will take any steps I consider necessary to protect equipment, Marriage Booklet, documents and certificates if there is any risk of damage by rain or inclement weather or other situation.
- 12.2. The use of my PA system and Marriage Booklet will be subject to favourable weather conditions and will not be used in any circumstances where they are exposed to harm by persons or the elements. Judgement as to suitability of the PA system and Marriage Booklet is to be made at my sole discretion.
- 12.3. Where my PA System or Marriage Booklet is damaged through no fault of mine e.g. microphone or marriage booklet is dropped by a participant of the ceremony, or through use of an iPod or music application for music, you will be responsible for and pay all associated costs involved in fixing or replacing the damaged item.
- 12.4. I will undertake to use my best endeavour to ensure that the PA is fully charged, functional and tested prior to the ceremony. However, you acknowledge that electrical equipment may malfunction from time to time and should the PA fail at any time prior to, during or after the ceremony, through no fault of mine, I will not be held responsible.
13. Subcontracting of Services
- 13.1. In the unlikely event of severe medical, natural, or other emergencies, or where, for whatever reason, I cannot perform the ceremony, I 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. However, notwithstanding a suitable subcontractor found, those Services will be provided by that subcontractor at the price already invoiced and paid to me.
14. Warranty, Liability and Indemnity
- 14.1. To the extent that the Australian Consumer Law allows, I 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.
- 14.2. To the fullest extent permitted by law you agree that I will not be liable to you or any person for any claim resulting from or arising out of your use of (or inability to use) the Services for any amount beyond the total price paid for 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.
- 14.3. To the fullest extent permitted by law, you agree to indemnify me, and my 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.

15. Force Majeure

- 15.1. I will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Agreement that is caused by any act or event beyond my control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').
- 15.2. If a genuine force majeure circumstance occurs and means that the performance of my obligations under the Agreement is impossible, I will contact you as soon as reasonably possible to notify you and my obligations under the Agreement will be suspended and the time for performance of my obligations will be extended for the duration of that force majeure circumstance.
- 15.3. This clause does not apply in circumstances where an event outside of my control occurs but the circumstances still make the Booking possible (notwithstanding inconvenience or financial hardship). If events beyond my control occur (such as restrictions to numbers of guests, or density requirements) but it is entirely possible for me to solemnise your marriage, any choice to cancel your ceremony is done so at your own initiative and the usual cancellation clauses in these Terms apply.
- 15.4. If you cancel the booking or vary the booking because the alleged event outside of my control causes mere inconvenience or changes the booking in a manner that does not suit you, any fees and charges that are deemed non-refundable remain so and I am only obliged to use my reasonable endeavours to provide an alternative date.
- 15.5. In genuine force majeure circumstances, I will endeavour to arrange a new date for the Booking with you after the event outside of its control is over. We must use all reasonable endeavours to mutually agree on a new date, but if we are unable to agree on an alternative date, the Booking will be considered cancelled under the terms outlined in Clause 4.
- 15.6. If you choose to book again and an event beyond my control is reasonably foreseeable, based on Government guidance, then the booking is done so at your own risk and I am not liable for any loss suffered as a result of the failure of your second booking to proceed. I am under no obligation to provide a further date because of any cancellation or postponement.

16. Jurisdiction

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.

17. Severability and Waiver

- 17.1. If the whole or any part of a provision of these Terms 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 the Terms.
- 17.2. Any failure by me to exercise or enforce any one or more of my rights under these Terms and Conditions will

not constitute a waiver of such rights unless such waiver is granted to you in writing.

18. Variation

This agreement may only be varied by you if mutually agreed with me and made in writing.

19. 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 authorisation 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.

Signed by,

Celebrant

Date

and

Couple (Person 1)

Date

Couple (Person 2)

Date