**SERVICE PROVISION AGREEMENT IN RELATION TO A MARRIAGE CEREMONY**

Details of Marriage Ceremony between: *(Print Names)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereafter referred to as the ‘Parties’.

Day, Date & Time of Ceremony: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Ceremony: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties agree to employ the services of Angela Burchardt as their Authorised Marriage Celebrant according to the following Terms and Conditions:

COMPETENCE TO ENTER INTO MARRIAGE

A marriage can be declared invalid if it is solemnised when there is doubt about whether either the Parties 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 one of the bridal couple 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/grounds the next day (or the first day she is available) with only the couple and their Witnesses. This will incur an additional fee to cover time, preparation of new documentation, and completion of new declarations by the couple before the ceremony commences, as legally required.

If the each of the bridal couple 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.

The Marriage Celebrant:

1. Agrees to provide services as an Authorised Marriage Celebrant at the negotiated fee.
2. 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 prior to the commencement time.
3. Reserves the right to leave the place of the Marriage Ceremony 20 minutes after the agreed start time for the Ceremony if either or both of the Parties have 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 immediately. The Celebrant will negotiate any extra fees to conduct the Ceremony on a different day.
4. 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.
5. If after accepting a Marriage Ceremony booking, the Celebrant finds she can no longer proceed for personal reasons, she will:
6. Refund the booking fee to the Parties; and
7. Transfer the Notice of Intended Marriage in a timely and appropriate manner to the Marriage Celebrant taking over the performance of the Ceremony.
8. The Celebrant grants permission to the Parties for her to be included in all photographs and videos which occur during the ceremony.

The Parties:

1. Agree to provide all original documentation, such as birth certificates, divorce decrees, death certificates, statutory declarations and/or any other documents necessary to enable the wedding to take place on the scheduled date, no later than one (1) month prior to the event, wherever physically possible. This includes any appropriate translations as required by the Celebrant.
2. Will advise the Celebrant immediately of any change to the time, date or place of the Marriage Ceremony. The Marriage Celebrant reserves the right to terminate the agreement and retain the booking fee should she not be able to perform the Ceremony due to the change of either date or time. The Marriage Celebrant will discuss whether or not the Ceremony writing fee can be refunded if this has already been paid at the time of notification of any change to the Ceremony time, date and/or venue.
3. Understand and accept that all outstanding fees are payable one (1) month prior to the Ceremony date. If the Ceremony booking is cancelled for any reason after this date, the Celebrant reserves the right to retain the entire fee.
4. Agree that the Parties will arrive in time for the Ceremony to commence at the contracted starting time. In the event that the Ceremony starting time is delayed by more than 20 minutes, the Parties accept that the Celebrant has the right to leave if necessary to honour other commitments.
5. If the Celebrant can stay, or return to conduct the Marriage Ceremony later that day, the Parties agree to pay an additional fee before the Ceremony begins (as per Statement of Fees) to cover the Celebrant’s extra time.
6. The Parties agree to negotiate any extra fees with the Celebrant if she conducts the Ceremony on a different day.
7. Copyright: The Parties

*strike out (a) or (b) whichever is not applicable.*

1. Grant permission for the Celebrant to use images of the ceremony including the Parties on the website and within promotional material as required.
2. Do not grant permission for the Celebrant to use images of the ceremony including the Parties on the website and within promotional material as required.

SIGNATURE OF BRIDE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARTY 1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARTY 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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