



**Daydream Celebrations**

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

**BETWEEN JOHNNATHAN WILLIAM DAY CELEBRANT AND**

**Print Name Person 1**

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**Print Name Person 2**

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Hereinafter referred to as **the Couple, or Person 1 and/or Person 2.**

**Date and day of Ceremony:** \_\_\_\_\_

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

**Address for ceremony:** \_\_\_\_\_

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The Couple agree to employ the services of JOHNNATHAN DAY 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.
2. Will perform the Marriage Ceremony at the agreed time, date and place. Pursuant to the Marriage Celebrants' Code of Practice, the Celebrant will arrive at the agreed place at least 30 minutes prior to the designated Ceremony commencement time.

3. Reserves the right to leave the place of the Marriage Ceremony 30 minutes after the agreed start time for the Ceremony if either the Person 1 or Person 2 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.
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.

#### Short Clause:

Neither party will be held liable for failure to perform obligations due to events beyond reasonable control, including but not limited to extreme weather, natural disasters, road closures, or medical emergencies.

5. If after accepting a Marriage Ceremony booking, the Celebrant finds he can no longer proceed for personal reasons unrelated to the Parties, he will:
  - (a) Refund the booking fee, and
  - (b) Transfer the Notice of Intended Marriage in a timely and appropriate manner to the Marriage Celebrant taking over the performance of the Ceremony.
6. Will work with the official photographer/videographer to decide on the best position for the wedding 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 wedding party and himself 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.
7. Will provide the decorative Marriage Certificate on the day of the ceremony but the Couple 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 from Registry, Births, Deaths and Marriages. This is the responsibility of the Couple.
8. Will provide a PA system for delivery of the ceremony if required, weather and venue conditions permitting. Cost as per fee schedule.

#### 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.**

10. Agree to regular communication with the Celebrant and to respond to all emails, phone calls, letters and/or text messages, in a timely manner.
11. Agree that if running late for appointments, the Celebrant will be notified as soon as possible in order to check that he is able to continue or needs to reschedule.
12. 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.**
13. 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 the Celebrant is not able to perform the Ceremony due to a change in date, time, or location. 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 venue will be refunded.
14. Understand and accept that any fees outstanding are payable one (1) month prior to the Ceremony date. If the couple cancels their booking for any reason after this date, the Celebrant will discuss the matter but may retain all or part of the fee to cover loss of income and costs already incurred, in accordance with Australian Consumer Law.
15. Agree that all members of the wedding party 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.
  - (a) If the Celebrant can stay, or return to conduct the Marriage Ceremony later that day, the Couple 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.
  - (b) The Couple agrees to pay an additional fee, to be negotiated with the Celebrant, if he conducts the Ceremony on a different day.
16. If any member of the wedding party 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.
17. 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 Johnathan Day from solemnizing the marriage.

## COMPETENCE TO ENTER INTO MARRIAGE

A marriage can be declared invalid if it is solemnized where there is doubt about whether either Person 1 or Person 2 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 the Marriage Ceremony either Person 1 or Person 2 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 his home on the first day he/himself is available, with only the Couple and their Witnesses attending. **This will incur an additional charge of \$150 to be paid before the ceremony takes place.** This fee covers not only the performance of the Marriage Ceremony but also the Celebrant's time to prepare new documentation and completion of new declarations by the Couple, as legally required.

If Person 1 and Person 2 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.

## **PRIVACY AND PERSONAL INFORMATION**

The Celebrant collects and retains personal information provided by the Couple solely for the purpose of fulfilling legal obligations under the Marriage Act 1961 (Cth) and for delivering celebrancy services.

Personal information is handled in accordance with the Celebrant's Privacy Policy, available on the Celebrant's website.

The Couple acknowledge that marriage records are required by law to be retained and lodged with the relevant Registry of Births, Deaths and Marriages.

## **COPYRIGHT ISSUES**

### **The Celebrant:**

- (a) Grants permission to the Couple for him to be included in all photographs and videography that occurs during the Ceremony.
- (b) Retains copyright of all material he has written for the ceremony in both draft and final form.

### **The Couple:**

- (a) 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.
- (b) Grant permission for the Celebrant to use images of the ceremony that include the Couple on his website and within promotional material as required. **Note:** Any professional photographs used by the Celebrant will acknowledge the photographer and/or the photographic studio.

### **Images and Identification:**

The Couple consent to the Celebrant using images from the ceremony for promotional purposes unless they notify the Celebrant in writing prior to the ceremony.

The Celebrant agrees not to publish full legal names or identifying personal details of the Couple in promotional material without explicit consent.

## SCHEDULE OF FEES

<b>Marriage Ceremony: price agreed at the time</b> Includes: <ul style="list-style-type: none"><li>• Initial meeting with both persons</li><li>• Reasonable calls and Emails</li><li>• ONE rehearsal</li><li>• Ceremony delivery</li></ul>	
<b>Non-refundable booking fee :\$ 100</b>	
<b>Additional rehearsal: \$50</b>	
<b>Use of PA system: \$100</b>	
<b>Travel fee:</b> Note: There is no travel fee for ceremony locations within 90 km of Brisbane CBD. For additional km over 80km: <b>80c per KM over.</b>	
<b>Additional as listed:</b>	

*PRINT name Person 1 here:* \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*PRINT name Person 2 here:* \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## JOHNNATHAN DAY CELEBRANT

Signature: \_\_\_\_\_

Date: \_\_\_\_\_