Client Services Agreement

Terms & Conditions

This Document sets out the terms and conditions and service agreement between the Celebrant (Aisha Puchert Celebrant) and the client(s) for the provision of services, payment of fees and complying with the requirements under the Marriage Act 1961 (The Act) and Marriage Regulations 1963 (The Regulations) for Weddings or Marriage ceremonies and the legal requirements under the Act. Commitment, Renewal of Vows and Naming ceremonies are not subject to the provisions of the Marriage Act or Marriage Regulations.

The Celebrant

- **1.** A deposit of \$250.00 is required to confirm a booking for any ceremony type and for weddings this includes lodgement of Notice of Intended Marriage (NOIM) form. Please note this is a NON REFUNDABLE deposit.
- **2.** The balance of the agreed fee (plus any extra charges if applicable) is payable at 2nd Meeting, rehearsal or minimum fourteen (14) days prior to your ceremony. Additional charges may be incurred where the ceremony location is in regional Western Australia or interstate requiring additional travel or accommodation.
- **3.** If the Couple or clients cancel their booking for any reason after this date (fourteen days prior), Aisha Puchert Celebrant will discuss the matter, but may reserve the right to retain the entire fee to cover loss of time and income.
- **3.1** Pandemic Lockdown Clause: If the booking can not go ahead because of government enforced lockdowns, the Couple may request to postpone the booking to another date within the NOIM guidelines. The Celebrant must be available on this date in order for the booking/NOIM lodgement fee to be carried to the new booking date. The Clients can request up to two postponements within the NOIM period due to Government enforced lockdowns. If the proposed new date falls outside of the NOIM lodgement period, a new NOIM will need to be lodged and paid.
- **4.** Payments may be made by Cash or Direct Deposit, are the methods of payment accepted. Payments can be made to the following bank account for Direct Deposit:

ANZ Account Name: Aisha Puchert

BSB No: 016 270 Acc No: 413 486 838

- **5.** Ceremonies in public places (e.g. parks) often require permission and the payment of a fee to the local council. It is the responsibility of the couple to organise any permit/s prior to the wedding. I have no responsibility organising this for the couple. Please note Council Rangers have the right to stop the ceremony if you have not taken the necessary arrangements with council. Aisha Puchert Celebrant can, on request, make available certificate of currency for Professional Liability and Indemnity insurance.
- **6.** Aisha Puchert Celebrant will provide services as an Authorised and Registered Marriage Celebrant at the agreed fee in accordance with the <u>Marriage Act 1961</u> and the Code of Practice (37L) under the <u>Marriage Regulations 1963</u>. Aisha Puchert Celebrant will provide services as a Civil Celebrant for Commitment, Renewal of Vows or Naming Ceremonies or other non-legal type Ceremonies.
- **7.** Aisha Puchert Celebrant will perform the Ceremony at the agreed time, date and place. The Celebrant will arrive at the agreed place at least 20 minutes prior to the designated Ceremony commencement time.
- **8.** Aisha Puchert Celebrant reserves the right to leave the place of the Ceremony 30 minutes after the agreed start time for the Ceremony if either the Couple or Clients 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 may be charged at the Celebrants discretion and is payable before the ceremony commences.

- **9.** If on the agreed date Aisha Puchert 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. Documents will be delivered to the replacement Celebrant who will perform the ceremony at no further charges to the couple or clients.
- **10.** Aisha Puchert Celebrant will provide a Marriage Certificate on the day of the ceremony however the couple or clients should be aware that if changing name an official (registered) marriage certificate from Births Deaths and Marriages may need to be obtained. The cost of this official certificate is an extra cost to the couple or clients if they wish to apply for it. I will provide an application form for this and / or link via email where this can be applied for. For Commitment, Renewal of Vows or Naming Ceremonies will provide an appropriate certificate.
- **11.** Aisha Puchert Celebrant grants permission to the couple or Clients to be included in all photographs and videography that occurs during the Ceremony.
- **12.** Aisha Puchert Celebrant does have current Public Liability and Indemnity Insurance and Certificate of Currency can be produced on request either to the couple, clients or ceremony venue as required.
- **13**. Aisha Puchert Celebrant adheres to the Privacy Act in accordance with the Marriage Celebrant's Code of Practice. Your personal and private information will only be used for its intended purpose and where appropriate, stored securely for 6 years, as required by the Marriage Act 1961.
- **14.** I/we have read and agree to these terms and conditions:

Signatures:	
Client Name/s:	
Date:/	

Clients

Signatures:

- 1. A deposit of \$250.00 is required to confirm a booking for any ceremony type and for weddings this includes lodgement of Notice of Intended Marriage (NOIM) form.
- a. Please note this is a NON REFUNDABLE deposit.
- b. By paying this deposit, you are also agreeing to these Terms and Conditions as stated in this Client Services Agreement.
- **2.** Agree to supply and make available all relevant and requested documents to Aisha Puchert Celebrant within the required time frame.
- **3.** The Clients will advise Aisha Puchert Celebrant immediately of any changes to the time, date or place of the Ceremony. Aisha Puchert Celebrant reserves the right to terminate the agreement and retain the booking fee if she is not able to perform the Ceremony due to the change of either date, time or place. Aisha Puchert 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/or place will be refunded.
- **3.1** Pandemic Lockdown Clause: If the booking can not go ahead because of government enforced lockdowns, the Couple may request to postpone the booking to another date within the NOIM guidelines. The Celebrant must be available on this date in order for the booking/NOIM lodgement fee to be carried to the new booking date. The Clients can request up to two postponements within the NOIM period due to Government enforced lockdowns. If the proposed new date falls outside of the NOIM lodgement period, a new NOIM will need to be lodged and paid. Aisha Puchert Celebrant reserves the right to retain the booking/lodgement fees.
- **4.** The Clients understand and accept that any fees outstanding are payable at the 2nd Meeting, rehearsal or minimum fourteen (14) days prior to your ceremony.
- **5.** If the Couple or Clients cancel their booking for any reason after this date (14 days prior), Aisha Puchert Celebrant will discuss the matter with the couple or clients, but reserves the right to retain the entire fee to cover loss of time and for work / services already performed and loss of opportunity to accept another booking for that date.
- **6.** Two witnesses are required to sign the marriage documents on the day. These two witnesses can be any two people over the age of eighteen years and must be present at the ceremony. These witnesses are the responsibility of the Clients. The names of the two witnesses where possible are to be given to the Celebrant prior to the ceremony date.
- **7.** I/we agree to the Terms and Conditions and Client Agreement as set out in this document. Furthermore, by paying the agreed deposit will mean I/we accept these Terms and Conditions and Client Agreement.

Client Name/s: _	
Date:	