

Terms and Conditions

Privacy and Confidentiality

As a representative of the Australian Government, I am required, under the Privacy Act and the Marriage Celebrant Code of Conduct, to adhere to strict rules regarding the privacy and confidentiality of a clients' information. Any and all clients' personal and other details which may be collected and stored by me during the course of planning, organising and conducting your ceremony are treated with the utmost care regarding privacy and confidentiality. At no time will these details be discussed, disclosed or made available to any person other than myself and you both.

All anti-virus and anti-hacking software is maintained as current on my computer, and codes and passwords are used to protect information stored

All hard copies of agreements or contracts are stored in a lockable steel cabinet, which is set in a secure environment.

Cancellation/Postponement

The Pandemic

If a booking date needs to be postponed by the couple due to reasons relating to the pandemic, such as border closure, venue closure, guest number restrictions or illness of the couple, a complimentary postponement of the date will be extended to the couple and the fee will be held by Celebrant Chic Brisbane to be allocated to the new date. If the new date is a date which is not able to be facilitated by Rowena (ie. She is already booked on the new date), a refund of all monies minus \$150 admin fee will be made to the couple.

*A note about COVID-19 Postponements/Cancellations

If there has been no change in government regulations regarding COVID-19 in the time between the booking being made and the date of the Event, the normal Cancellation/Postponement Terms and Conditions apply (please see below).

Other

If a booking date needs to be moved by the hirer or their agent, or Rowena (Celebrant Chic Brisbane) is unable to attend the booked event due to the closure of the venue for any reason, more than 30 days prior to the booked date, no cancellation fee will be charged if the hirer chooses to postpone the booking. In the event that the venue is closed for any reason, and the booking at that venue therefore needs to be cancelled, if the hirer chooses to cancel the booking completely with Celebrant Chic Brisbane, a 50% cancellation fee of the total booking amount will be retained by Celebrant Chic Brisbane, with the remaining balance refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, between 30 and 60 days prior to the booking date, a 50% cancellation fee of the total booking amount will be retained by Celebrant Chic Brisbane, with the remaining balance refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, between 15 and 30 days prior to the booking date, a 75% cancellation fee of the total booking amount will be retained by Celebrant Chic Brisbane, with the remaining balance refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, between 0 and 15 days prior to the booking date, 100% of the booking fee will be retained by Celebrant Chic Brisbane.

If a hirer wishes to move a booking to another date it will be at the discretion of Celebrant Chic Brisbane as to whether this is a viable option, on a case by case basis. In most cases a postponement can be arranged, however if management deems the postponement to be unviable, the booking will be deemed as cancelled and the above cancellation terms will apply.

If Celebrant Chic Brisbane has not received the final payment by 14 days prior to the event, it will be assumed that the hirer has cancelled the booking, and all monies paid to date will be forfeited, unless both parties have made a prior mutually-agreed-upon arrangement, in writing, concerning the late payment.

Payments

For bookings further than 45 days away, a 50% non-refundable Booking Fee is required in order to confirm the booking, along with the signed Service Agreement. This is to be paid within 3 days of the client's receipt of the invoice, with the remaining balance due 45 days prior to the booking date. For bookings within 45 days, the entire fee is payable upon receipt of the invoice in order to confirm the booking. Your invoice will be sent after our initial meeting, and will then be accessible in your Client Portal.

Your 50% non-refundable Booking Fee covers the following work:

- Initial discussion and setting initial meeting time (15 minutes)
- Initial meeting and completion of NOIM (1.5 hours)
- Set up of new Marriage details on BDM (Births Deaths and Marriages) online portal (15 minutes)
- Official lodgement of NOIM (made during our initial meeting)
- Referrals to vendors (15 minutes)
- Access to my comprehensive "What's involved in getting you married?" document (available in your Client Portal)
 - Outline and initial writing of Ceremony (1 hour)

Your 50% balance covers the following work:

- Writing the "Your Story" portion of your Ceremony (3 hours)
 - Attending and leading your rehearsal (up to 1 hour)

- Accurate preparation of all legal paperwork (1 hour)
- Attending and delivering your Ceremony (2 hours)
- Lodging all official paperwork with BDM, correctly and within 24 hours of your Ceremony (1 hour)

Travel

A travel surcharge of \$1/km each way applies to Ceremonies and rehearsals further away than 30kms from Brisbane CBD. Ie. If your Ceremony is 70kms from Brisbane CBD (40kms further away than 30kms from Brisbane CBD), the travel fee will be \$80. This travel fee will also apply to rehearsals. Using the above example, if your rehearsal is also 70kms away from Brisbane CBD, your rehearsal travel fee will be \$80. Therefore your total travel fee for your Ceremony and rehearsal will be \$160.

Parking

Any parking fees assigned to Rowena (Celebrant Chic Brisbane)'s vehicle during the course of setting up, conducting your rehearsal and/or Ceremony, and packing down are to be covered by the couple. If required, Rowena's car details are as follows: Blue Nissan Micra, Registration number: 485SPI.

Set up/Pack down

Rowena (Celebrant Chic Brisbane) will arrive at the venue to set up at least an hour prior to Ceremony time after having visited the Bride (if desired). She will then pack down following the Ceremony in a professional, quiet manner.

Equipment Maintenance

All equipment which may be used by the celebrant during the ceremony including, but not limited to, the PA, microphone/s, leads, laptop, iPad and car will be serviced according to professional guidelines, and kept in good working order. Professional guidelines require all electrical equipment to be checked, tested and tagged once per year by a registered electrician. Rowena (Celebrant Chic Brisbane)'s car is serviced twice per year.

On-day Pre-Ceremony, Ceremony and Post-Ceremony Music

Rowena (Celebrant Chic Brisbane) is more than happy for couples to use my PA for music during the Ceremony, as long as a trusted person has been nominated to operate the music, who either attends the rehearsal or meets with her before the Ceremony to go through correct operation procedure and timing. This is important in order to mitigate any potential music mishaps, which can impact the Ceremony flow. Use of Rowena (Celebrant Chic Brisbane)'s PA during the Ceremony is included in the price. If couples require use of Rowena (Celebrant Chic Brisbane)'s PA for pre-Ceremony and/or post-Ceremony music, the price is to be quoted upon request.

Outdoor Ceremonies

Rowena (Celebrant Chic Brisbane) will require sufficient protection from the elements, in the same manner as the couple and guests. The couple and Rowena (Celebrant Chic Brisbane) will liaise beforehand as to your wet weather alternative venue.

Workplace Health and Safety Requirements

It is recommended that guests' children be kept near their parents at all times during the Ceremony. This is for safety (and of course photography) reasons.

Use of Images/Privacy

Rowena (Celebrant Chic Brisbane) loves to post pictures of my Weddings on social media and will always ask your permission before using any of your Wedding photos for this purpose, or in print media.

Rowena (Celebrant Chic Brisbane) will never sell your personal details to any third party and will take all reasonable measures to ensure that your personal details remain confidential.

Equipment failure

In the extremely unlikely event that, during the normal course of events, equipment failure prevents the Ceremony from being conducted over the PA, we will proceed acoustically. There will be a back-up option available through which to play music.

Rowena (Celebrant Chic Brisbane) cannot be held liable in any way if her equipment's failure or damage (including electrical, water or other liquid damage) is due to any negligence, any act or fault on the part of any venue, venue staff, couple, guest or any other person using the PA, and said negligence, act or fault, whether wilful or accidental, prevents the PA from being used.

<u>Delays</u>

Utmost professional care will be taken to ensure Rowena (Celebrant Chic Brisbane)'s arrival for set up at least 1 hour prior to the Ceremony time, however, she cannot be held responsible for unforeseen delays due to weather issues or issues at the venue, which are out of her control. In the unlikely event that this happens, Rowena (Celebrant Chic Brisbane) will be in contact with the appropriate Bridal party contact person to alert them as soon as possible.

Force Majeure

Rowena (Celebrant Chic Brisbane) will not be liable for failing to deliver the agreed upon booking in the occurrence of any event beyond our reasonable control. This includes, but is not limited to: labour disturbance; fire; threatened or actual act of terrorism; natural disaster; extreme weather events (including, but not limited to flooding, cyclones, or earthquakes which prevent Rowena from attending the venue to perform her duties whilst at the venue); war.

Copyright

Usually, public performance licenses are required for the:

- playing in public of sound recordings, and
- public performance of recorded and live music

However APRA and PPCA have waived the requirement to obtain a license for the use of music (whether recorded or live) within a wedding service. NB. A license is still required from the PPCA for public playing of sound recordings at wedding RECEPTIONS.

Also, it is NOT considered to be an infringement of copyright if a sufficient acknowledgement of the work is made. This applies to:

- reading or recitation in public
- a broadcast of a reading or recitation from a published literary or dramatic work, or
- an adaption of published literary or dramatic work.

It must be noted however, that this exclusion from copyright does not extend to creating burned or copied music from its original source. Any recordings used in a wedding ceremony must be a legal original copy.

Copyright issues may be present in the following scenarios, and AMCOS, APRA or PPCA should be contacted to ensure appropriate permission has been granted:

- downloading material from the internet
- reproducing traditional hymns or song lyrics in wedding booklets
- reproducing poetry or literature

Please note: reading or reciting an extract from a book is an exception to copyright and does not require permission to be obtained.

Security Statement

Celebrant Chic Brisbane couples have the option to pay by PayPal, or credit card. Both options will be available on the invoice sent by Celebrant Chic Brisbane. If you receive any emails claiming to represent Celebrant Chic Brisbane, listing any changes to our banking details, please contact us by phone before making any payments. Celebrant Chic Brisbane will not be held liable for payments made to the wrong location.

Document Recording and Storage

Only details that are pertinent to the planning, organising and conducting of a professional, personalised ceremony will be collected by the celebrant during the course of their dealings with clients. These details will be stored in a folder whilst in transit between the celebrant's home and the meeting location, and in a locked cabinet at the celebrant's home at all other times. The celebrant's home is secure and has locks on all windows and doors, which are utilised at all times.