

**SERVICE AGREEMENT**  
**MARRIAGE CEREMONY**

THIS AGREEMENT IS MADE THE  
TIME OF SIGNING THE NOIM FORM:  
BETWEEN:

**ANTHONY (TONY) VAN DE WAKKER (THE CELEBRANT) #A17913**  
AND

\_\_\_\_\_ & \_\_\_\_\_ (THE PARTIES)  
The parties and the Celebrant agree to the terms and conditions set out below.

**Marriage Ceremony Details:**

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_ Time of Ceremony: \_\_\_\_\_ am / pm

Place: \_\_\_\_\_

Alternate Venue if inclement weather: \_\_\_\_\_

Ceremony Script to be as agreed by the Parties and the Celebrant prior to the wedding day.

**The celebrant agrees:**

1. To provide Registered Marriage Celebrant services to the parties in accordance with the Commonwealth Attorney-General Department Code of Practice for Certified Marriage Celebrants. (copy available upon request)
2. To attend and conduct the marriage ceremony at the agreed time, date and place.
3. If the celebrant is unable to conduct the ceremony for any reason, the parties will be advised as soon as practicable and all reasonable efforts will be made by the celebrant to arrange for the ceremony to be completed by another registered marriage celebrant.
4. If the celebrant is unable to perform the marriage ceremony, he will pass the Notice Of Intended Marriage form (NOIM) to the replacement marriage celebrant in a timely and appropriate manner.

**The parties agree:**

5. To pay the celebrant's fee in accordance with the invoice provided, namely:
  - a) Deposit / Lodgement Fee at time of filling out & lodging the NOIM;
  - b) Balance of fee in clear funds to be paid by agreed method a minimum of 14 days prior to the marriage ceremony date;
  - c) Acknowledge that if full payment has not been made to the celebrant in accordance with these conditions, the celebrant will not attend the ceremony.
6. To provide the celebrant with all original documentation requested no later than 48 hours prior to the wedding day, including any accredited translation documentation requested by the celebrant.
7. That if the details of Paragraph 6 are not supplied within these terms, the celebrant will not attend the ceremony.
8. To advise the Celebrant immediately, in writing, of any change to the time, date or place of the marriage ceremony. The celebrant reserves the right to terminate the agreement and retain all deposit / lodgement fees should he not be able to conduct the ceremony due to these or this change.
9. If the ceremony is to be changed to the alternate venue due to inclement weather then one of the parties is to inform the celebrant personally or personally by telephone a minimum of 4 hours before the wedding ceremony.
10. Notice of cancellation of ceremony must be given to the celebrant in writing, and the celebrant retains the right to retain any deposit / lodgement fee and other amounts paid.
11. That the celebrant reserves the right to leave the place of the marriage ceremony 20 minutes after the agreed start time if both parties have not arrived at the ceremony point or the ceremony cannot proceed for any reason outside the celebrant's control.
12. That in the event of the above occurrence the parties will liaise with the celebrant to mutually agree on a later time and place for the celebrant to solemnise the marriage for an extra fee, payable in advance.
13. The parties undertake to provide the Celebrant with accurate information, and acknowledge that the penalty for making a false declaration is four years imprisonment.

14. The parties undertake to advise the celebrant as soon as practicable if either of them is taking prescribed medication which may change their demeanour on their wedding day.
15. The parties further acknowledge that:
  - a) They are not to arrive at the ceremony appearing to be inebriated or under the influence of any other substance, otherwise the celebrant is lawfully not authorised to solemnise the marriage; and
  - b) Judgement as to the inebriation of the parties being under the influence of alcohol or any other substance is at the celebrant's sole judgement; and
  - c) Two official witnesses must be aged 18 or over and appear sober and not under the influence of any other substance in the sole judgement of the celebrant, otherwise alternate official witnesses must be used.
16. The parties acknowledge that the use of the celebrants PA system is subject to favourable weather and/or site conditions and will not be used in any circumstance where the PA Unit or allied equipment may be exposed to harm either by persons or the elements. Judgement of this to be at the celebrant's sole discretion.
17. Where the celebrants PA system is used, the celebrant undertakes to use his best endeavours to ensure that the PA & allied equipment is fully charged, functional and tested prior to the ceremony, however the parties acknowledge that inanimate equipment may malfunction from time to time and should the PA and/or allied equipment fail at any time prior, during or after the ceremony, the celebrant will not be held responsible.
18. The parties agree that if the ceremony is delayed through no fault of the celebrant which results in the celebrant incurring extra charges, such as parking fees, the parties will pay the celebrants further costs
19. The parties acknowledge that the celebrant has explained, and they understand, the legal requirements for entering into a valid marriage and they agree to comply with their obligations as requested by the celebrant.
20. The signature of one (1) marrying party alone to this agreement shall be binding on both parties.

### **LIMITATION OF LIABILITY FOR BREACH OF A CONDITION**

All transactions are deemed to take place in NSW, Australia and to be subject to NSW law.

Pursuant to section 68A of the Trade Practices Act the following clause applies in respect of any of the goods or services supplied under this contract provided that this clause will not apply if the customer establishes that reliance on it would not be fair and reasonable.

THE CELEBRANT's liability in respect of breaches of express or implied conditions or warranties is limited to any one of the following as determined by THE CELEBRANT

\* the replacement of or supply of equivalent service: or

\* the payment of the cost of replacing the service or of acquiring equivalent service: or

THE CELEBRANT shall not be liable for any damage or compensation arising out of or in connection with, special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such a breach unless such liability is imposed on THE CELEBRANT by the Act.

### **FORCE MAJEURE**

THE CELEBRANT shall not be liable for any failure to perform or delay in performance of the contract due to strikes, fires, explosions, flood, riot, lock-outs, injunction, interruption of or to transportation, accidents, inability to obtain supplies, war, governmental action or other circumstances beyond THE CELEBRANT's control.

**Signed as an Agreement on the day first mentioned.**

---

BRIDEGROOM

---

BRIDE

---

Mr. Anthony Van De Wakker A17913

If you have any queries or problems please contact Tony or you can contact the Attorney General's Dept on:  
Attorney-General's Department Central Office. 3-5 National Circuit. BARTON. ACT. 2600  
Phone: 02 6141 6666 Email: [enquiries@ag.gov.au](mailto:enquiries@ag.gov.au)