

WEDDING CEREMONY AGREEMENT

MICHAEL PHILIPPE CELEBRANT
75A Richardson Street, Albert Park, Victoria 3206
E: MichaelPhilippeCelebrant@gmail.com
M: 0431 263 829



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Michael Philippe Welsh - Commonwealth Registered Marriage Celebrant

Wedding Ceremony Agreement Overview

My goal is to make sure everything runs smoothly on your special day, and this agreement outlines exactly what I'll be doing for you and what is included in my fee.

What You Can Expect from Me:

- Comprehensive Ceremony Preparation: I'll work with you to craft a unique and meaningful ceremony, including personalised scripts and rituals.
- Legal Responsibilities: As a Commonwealth-registered Celebrant, I'll ensure all legal documents, including the Notice of Intended Marriage (NOIM), are completed and submitted as required.
- On-the-Day Coordination: I'll arrive early on your wedding day to coordinate with vendors, guide the wedding party, and ensure everything goes according to plan.
- Backup Plans: In case of any unforeseen changes (e.g., weather, location, time adjustments), I'll have contingency plans in place so you can feel confident about the day.

Your Responsibilities:

- Finely Document Submission: Please provide all required legal documents (birth certificates, divorce papers, etc.) at least 7 days/1week before the wedding.
- Collaborative Communication: It's important we stay in touch throughout the planning process to ensure every detail is aligned with your vision.
- Payments and Fees: A 50% non-refundable booking feet is due upon booking to secure your date, with the remaining balance due by [insert deadline]. Please refer to the cancellation policy below for any changes.

Changes and Flexibility:

Life happens! If any unexpected changes occur (e.g., date change, illness), I will work with you to find the best solution. We can reschedule or find an alternative plan without stress. For any major changes, please provide as much notice as possible so I can accommodate accordingly.

What You'll Receive:

A detailed service agreement, booking form, and the Notice of Intended Marriage (NOIM) document – all in one email package. This way, everything is organised in one place.



This Agreement is made on this		
BETWEEN:		
(Michael Philip Welsh), of 75A Richardson Street, Albert Park, VIC 3206 [Celebrant]		
AND: [Party 1]		
AND: [Party 2]		
(The word Party (1 or 2) refers to the individual. The word CLIENT within this agreement refers to both parties as CLIENTS). The Clients and the Celebrant agree to the terms and conditions below in a spirit of mutual understanding and cooperation.		
MARRIAGE CEREMONY DETAILS:		
Date:		
Time:		
Venue:		
	_	
Alternative venue if weather is inclement:		
Venue:		
(2 hours prior notice of the change of venue is required)		



Policies, Procedures, Terms and Conditions

This document outlines the commitments and professional standards upheld by Michael Philip Welsh, Commonwealth Registered Marriage Celebrant (trading as Michael Philippe Celebrant), in the conduct of his celebrancy services. Written with transparency and integrity, it also serves as the Terms and Conditions of service. We kindly ask that you, the Client, carefully review and sign a hard copy to confirm your understanding and agreement. Should you have any questions, concerns, or feedback, please feel free to contact Michael Welsh directly for discussion.

Mission Statement

To collaborate with Clients in crafting and delivering heartfelt, personalised ceremonies that honour their values, celebrate their stories, and create memorable, meaningful experiences for all involved.

1 Definitions

- 1.1 **Celebrant** Michael Welsh, is the Commonwealth Registered Marriage Celebrant, and is able to perform Marriages, Vow Renewals, Naming's, and other Life Ceremonies. Michael is known as, and referred to, as the 'Celebrant' throughout this document.
- 1.2 **Client** The person, organisation, company, or other body which is hiring the services of the Celebrant.
- 1.3 **Event date** The time and date of the event, confirmed by the Celebrant and noted on the booking invoice.
- 1.4 Day A calendar day, unless specified otherwise.
- 1.5 Master of Ceremonies Leads events by introducing speakers, making announcements, and keeping the program on schedule.

2 Operation Processes and Procedures

- 2.1 The Celebrant will provide the Client with information and guidance to enable them to choose or compose a ceremony that will meet their needs and expectations.
- 2.2 The Celebrant will ensure that their own personal presentation is of an appropriate standard at all times.
- 2.3 The Celebrant will provide or suggest appropriate facilities to meet with Clients.
- 2.4 All reference material TEMPLATES used by the Celebrant to create and conduct ceremonies shall be reviewed and updated on a regular basis or as required, with no less than twice yearly.
- 2.5 The Celebrant will ensure they are familiar with the location of the ceremony and the time taken to get there and if necessary, complete a survey of the event location. The Client may be required to assist with gaining access etc.

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- 2.6 The Celebrant will confirm pronunciation of names and or phrases that are to be used in the ceremony to ensure correct and proper usage.
- 2.7 The Celebrant will not reproduce or use any images of the Clients ceremony without the Clients approval.
- 2.8 The Celebrant will provide a selection of ceremony package options to the Client however these may be adjusted to suit the Client needs and will be subject to quote.
- 2.9 The Celebrant commits to travelling to a ceremony in a manner that ensures a safe and prompt arrival. However, in the event of an accident where the Celebrant is not conscious or able to talk, contact details of a nominated person of the Clients choice will be clearly and readily available in an A4 plastic sleeve, for emergency services to be able to contact.
- 2.10 A booking is not confirmed until the Client has paid a deposit as outlined under 'Invoicing and Refunds' in this document and receives confirmation of the booking from the Celebrant.

3. Celebrant

The Celebrant agrees:

- 3.1 To provide a service as a Commonwealth Registered Marriage Celebrant at the agreed fee in accordance with the Marriage Act 1961 and the Code of Practice for Marriage Celebrants.
- 3.2 To provide information & guidance to the Couple on ceremony options to assist them in selecting and composing a ceremony that aligns with their needs and expectations.
- 3.3 Conduct a wedding rehearsal before the ceremony, involving all key participants who are available at the time of the rehearsal.
- 3.4 To attend and perform the marriage ceremony at the agree time, date and place and will arrive 30 minutes prior to the designated Ceremony commencement time.
- 3.5 To provide a Marriage Certificate on the day of the ceremony, however the Couple should be aware that if changing their name, an official Marriage Certificate from Births Deaths and Marriages will need to be obtained. The cost of this Official Certificate is an extra cost to the Couple.
- 3.6 Complete and lodge the required documents, including the NOIM (Notice of Intended Marriage), Declaration of No Legal Impediment, and Official Wedding Certificate, with the Registry of Births, Deaths, and Marriages within 14 days of the Ceremony.
- 3.7 The Celebrant, committed to providing exceptional registered marriage Celebrant services, will adhere to the Code of Practice for Marriage Celebrants. This code is readily available upon request from the Attorney General's Office.
- 3.8 In the unlikely event that the Celebrant cannot conduct the ceremony, the Clients will be promptly informed, and the Celebrant will make every reasonable effort to arrange for the ceremony to be completed by another registered marriage Celebrant.
- 3.9 If the Celebrant is unable to perform the marriage ceremony:
 - 3.9.1 Any refund or part refund of fees paid by the Client to the Celebrant will be made by the terms and conditions on the Celebrant's invoice and



3.9.2 The Celebrant will pass the Notice of Intention to Marriage to the replacement marriage Celebrant promptly and appropriately (Refer to clauses outlined below).

4. Client Booking Fees

The Client agrees:

- 4,1 To a non-refundable \$250 booking fee. This fee covers the lodgement of your Notice of Intended Marriage. In the event of a cancellation of the ceremony after this paperwork has been completed, this fee is non-refundable. All cancellations must be in writing.
- 4.2 By paying these fees, I agree to the below outlined terms & conditions.

5. Fees, Invoicing and Refunds

- 5.1 To pay the Celebrant fees by the invoice provided, namely:
- 5.2 50% of the remaining balance (less fees already paid) due prior to the lodgement of the Notice of Intention to Marry
- 5.3 The remaining balance to be paid 5 weeks prior to the Ceremony and funds cleared in the Celebrants banks account no later than 4 weeks prior to The Ceremony
- 5.4 An invoice will be issued based on this agreement The Clients will be liable for additional costs if changes are made after the issue. These extra costs will be [specific procedure for handling additional expenses]. Acknowledge that if full payment has not been made to the Celebrant by these terms, the Celebrant will not attend the ceremony, and any fees paid will not be refunded.
- 5.5 Failure to make full payment prior to the Ceremony will result in the Celebrant not attending the rehearsal, and a Legal Only wedding ceremony will be conducted.
- 5.6 For bookings made within 5 weeks of the ceremony, the full fee amount must be paid in advance to secure the service.

6. Documentation

- 6.1 To provide the Celebrant with all original documentation requested 48 hours before the wedding day, including any accredited translated documentation requested by the Celebrant, which will be provided at the Client's expense.
- 6.2 Client/s agrees to provide the Celebrant with all original documentation (including photo ID, proof of birth date and country) as close to the booking date as possible and no later than 7 days prior to the Ceremony date. This is inclusive of any accredited translated documentation requested by the Celebrant (at the Couples cost)
- 6.3 If the Client fails to provide all requested documentation to the Celebrant by 48 hours before the wedding day, the Celebrant will not attend or commit to a (non-legal) ceremony, and any fees paid will not be refunded. Additionally, [the specific consequence of not providing documentation].



7. Ceremony

- 7.1 To advise the Celebrant immediately in writing 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/deposit should they be unable to conduct the ceremony due to the change, or if [specific condition for termination]. The notification should be sent to the Celebrant's official email address or by registered mail.
- 7.2 Suppose the ceremony is to be changed to an alternative venue due to inclement weather or any other reason. In that case, one of the Clients will inform the Celebrant personally by telephone at a time nominated by the Celebrant (2 hours) in writing to ensure that the Celebrant has sufficient time to travel to the alternative venue.
- 7.3 If the change of venue results in additional travel costs, the Clients accept liability for extra charges.
- 7.4 If either Party takes prescribed medication that may change their demeanour during the marriage ceremony, advise the Celebrant as soon as practicable.
- 7.5 Notice of ceremony cancellation must be given to the Celebrant in writing, and the Celebrant reserves the right to retain the booking fee/ deposit and other amounts paid.
- 7.6 The Celebrant reserves the right to leave the place of the marriage ceremony 30 minutes after the agreed start time if both Clients have not arrived, the ceremony cannot proceed for any reason outside of the Celebrant's control, or if [specific condition for leaving the ceremony].
- 7.7 If the ceremony is delayed through no fault of the Celebrant and results in the Celebrant incurring extra charges such as parking fees, the Client will pay the Celebrant's further costs before the ceremony commences.
- 7.8 In the event of delays in the above clauses, the Clients will liaise with the Celebrant to mutually agree on a time and place to solemnise the marriage for an extra fee payable in advance. The Celebrant will make reasonable efforts to accommodate such changes, but the availability of the Celebrant and the venue cannot be guaranteed. The process for handling delays is [specific process for handling delays].

8 Privacy and Confidentiality

- 8.1 The Celebrant commits to ensuring the Clients privacy at all times.
- 8.2 The Celebrant shall not discuss or disclose any personal information about the Client unless otherwise approved or instructed to do so by the Client.

9 Document Recording and Storage

9.1 All records, personal Client details and confidential documents held by the Celebrant shall be securely stored at all times on password protected electronic devices and or in lockable filing cabinets.



10 Stationery Ordering

- 10.1 The Celebrant will ensure that all stationary and legal forms required to perform Celebrant duties will be kept current and up to date and in surplus supply at all times.
- 10.2 To ensure accuracy and validity, all legal forms will be ordered through the Australian Government recommended and approved supplier, CanPrint Communications.

11. Equipment

- 11.1 The Celebrant's PA system is subject to favourable weather and environmental conditions. It will not be used when the person or persons or the elements may harm the PA system or Celebrant if it is deemed unsafe or impractical to use by the Celebrant or if [specific condition for not using the PA system].
- 11.2 Where the Celebrant's PA system is used, the Celebrant undertakes to use her best endeavours to ensure that the PA system is fully charged, functional, and tested before the ceremony. However, if the Clients acknowledge that inanimate equipment may malfunction occasionally and should the PA fail at any time prior, during, or after the ceremony, the Celebrant will not be held responsible.
- 11.3 The Celebrant can provide a (standard) signing table and chairs at the Client's request.

12. Undertakings

- 12.1 The Clients undertake to provide the Celebrant with accurate information. They acknowledge that making false declarations carries penalties, and the Celebrant reserves the right to terminate the Agreement and retain any fees paid in such cases. Additionally, [the specific consequence of not providing accurate information].
- 12.2 The Client is responsible for arranging and paying for any permits or fees (as applicable) for using any public or private site for the ceremony.

13. Insurance

- 13.1 The Celebrant has full public insurance through her Professional membership with the Australian
- 13.2 Federation of Civil Celebrants and NSW Marriage Celebrant Association.

14. Confidentiality

14.1 Under the Privacy Act, all Celebrants are required to protect the personal information of all Clients.

15. Marketing consent

- 15.1 The Celebrant may use photos from the ceremony and testimonials in promotional material, on her website, Facebook and Instagram pages.
- 15.2 This is me making sure I'm everything you expect, and we have an easy process.



16. COVID-19 Postponement Policy

- 16.1 In the event that the Client chooses or is required to postpone their wedding due to COVID-19, the Celebrant will collaborate with the Client to identify a suitable new date. The original booking fee will be transferred to the new date. However, if a mutually agreeable date cannot be reached, the Celebrant reserves the right to retain the non-refundable booking fee.
- 16.2 Any work completed by the Celebrant, including the Notice of Intended Marriage (NOIM) and planning notes, will be transferred to a replacement Celebrant, if required.

17. Acknowledgements

The Clients acknowledge that:

- 17.1 Within the Workplace Health and Safety Act 2011, the Celebrant will not conduct the ceremony at a location which, in the Celebrant's sole opinion, is dangerous or would place any persons attending the ceremony at risk of harm or injury, and
- 17.2 Following receipt of the signed Notice of Intention to Marry (NOIM), the Celebrant will inspect the site as soon as practical and confirm to the Clients in writing no later than two weeks from the date of the NOIM whether the site is safe or poses a risk; and
- 17.3 If it is impractical for the Celebrant to inspect the site within two weeks from the date of the NOIM, the Clients will mutually agree in writing a revised, extended date for examining and reporting on the safety of the site and
- 17.4 If the Celebrant fails to advise the Clients in writing within two weeks of receiving the NOIM or agreed-upon extended period that the site poses a risk to any person attending the ceremony, the site will be deemed safe.

18. Replacement Marriage Celebrant

- 18.1 The Clients acknowledge that before a replacement marriage Celebrant can solemnise the marriage, the replacement marriage Celebrant is required to sign all original documents that the Celebrant cited, such as Birth Certificates, divorce and death certificates as appropriate, passport and driver's licences.
- 18.2 The Clients ensure that the original documents are available at the venue so that a change of Celebrant on their wedding can access them. The minimum documents are their passport and any divorce or death certificate, as appropriate.
- 18.3 The marriage can only be solemnised if the replacement marriage Celebrant sees the required original documentation. An alternative ceremony, such as a commitment ceremony, may be offered instead, with the marriage solemnised later once all original documents have been sighted.

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19. Equipment Maintenance and Servicing

- 19.1 The Celebrant commits to ensuring that all equipment owned and required to perform Celebrant duties, such as PA and microphones will always be in good and working order. Equipment will be stored in an appropriate secure area and maintained on a regular basis. All equipment will be regularly checked and test and tagged to ensure they are operational.
- 19.2 In order to prevent damage to equipment, the Celebrant reserves the right to deny persons the use of the equipment.
- 19.3 If circumstances arise where a threat or implied threat of harm, damage, or violence to the Celebrant or equipment, the Celebrant reserves the right to cease providing services. If the client is able to resolve the threatening situation within 30 minutes, the Celebrant will resume services. If the situation is unable to be resolved, the Celebrant will not resume providing the service and the client will receive no refund of booking cost.
- 19.4 Any damage to the Celebrant's equipment during the client's event caused by the client, client's guests, or any other person in attendance at the event whether invited or not, will result in the cost to repair/replace the equipment to be payable by the client.

20. Travel & Accommodation

- 20.1 Travel and accommodation fees may apply if ceremony location is more than 75kms outside of the Boyne Island area.
- 20.2 Travel and accommodation fees may apply if the ceremony time and location require and overnight stay.
- 20.3 Travel and accommodation fees may apply if the ceremony time and location inhibit the ability of the celebrant to perform another ceremony the following day.

21. Optional Extras – Master of Ceremonies Service (MC)

- 21.1 The Celebrant will conduct Master of Ceremonies services in accordance with the Clients wishes, which may or may not include assist and introduce. These are outlined below in 20.2.
- 21.2 Assist and or introduce:
 - Photographer with organising guests for required photographs
 - Introduce the Bridal Party and Married Couple into the reception area
 - Housekeeping and explaining the flow of the evening to guests
 - Introducing speeches, cake cutting, dances
 - *Announce last drinks and or last bus leaving
- NOTE: If, after the formalities, only a few guests remain, the MC may no longer be required to announce last drinks or buses (e.g., unnecessary for a small group). If the Client chooses this, fees will apply as per the original agreement (i.e., for any extensions beyond the agreed timeframe).20.3 Travel and accommodation fees may apply.
- 20,4 A meal is required to be supplied to Celebrant/Master of Ceremonies.



22. Indemnification

- 22.1 The client agrees that in all circumstances, the Celebrants liability is limited to an amount equal to the booking cost and not be liable for indirect or consequential damages.
- 22.2 The Celebrant will not be held responsible for any circumstances outside their control. This includes, but is not limited to, fire, riot, civil commotion, accidents, acts of nature and equipment failure. If such circumstances arise, all reasonable efforts will be made by the Celebrant to provide the agreed service or find a suitable replacement to complete the duties of the Celebrant.

19. General information:

The Clients agree to:

- 19.1 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 their marriage; and
- 19.2 Judgement as to inebriation or the Clients being under the influence of any other substance is at the Celebrant's sole judgment and
- 19.3 Their two official witnesses must be 18 or over, appear sober, and not under the influence of any other substance in the sole judgment of the Celebrant; otherwise, alternative official witnesses must be used.

The Clients acknowledge:

- 19.4 To abide by the standing directions of any legal or governing authorities and follow any such measures in force at the ceremony. It includes but is not limited to: -
 - 19.4.1 Environmental and other emergency restrictions
 - 19.4.2 Community, Health and other related restrictions
 - 19.4.3 Court-imposed orders or directives.

The Celebrant agrees to:

19.5 Explain the legal requirements for entering a valid marriage, and the Clients understand.

The Client agrees to:

19.6 The Clients agree to comply with their obligations as requested by the Celebrant.

20. The signature:

20.1 One marrying Party alone in this agreement shall be binding on the Clients.



Full Name and Signatures:	
Party 1: (Print name)	
Party 1: (Signature)	Date:
Party 2: (Print name)	
Party 2: (Signature)	
dCelebrant: (Print name)	Date:
Celebrant: (Signature)	Date:

Thank you for taking the time to carefully review these terms and conditions. I appreciate your attention to detail and look forward to working together.

