

**Thank you for booking your marriage ceremony with Stephen Lee Celebrancy.**

These are the Terms and Conditions you accept when making your booking. Please read them carefully as they contain important information.

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**1. Complying with legal requirements**

- (a) Stephen Lee Celebrancy will provide legal Marriage Celebrant Services in accordance with the Marriage Act 1961, the Marriage Regulations 2017 and any other relevant legislation or regulations in force.
- (b) Stephen Lee Celebrancy will prepare, submit and register all legal paperwork, certificates and forms on your behalf in a timely and accurate manner.
- (c) You are required to provide all documentation requested as soon as possible, including any accredited translation documentation as directed.
- (d) You must provide clear, truthful and accurate information, and acknowledge that there are legal penalties for making false declarations.
- (e) You are required to meet with Stephen Lee in person to complete legal prerequisites at least one month in advance of the wedding date.
- (f) If a face-to-face meeting is not possible, Stephen Lee will provide full instructions on the steps you need to take locally in order to comply with all legal timeframes for the lodgement of marriage forms and documents.
- (g) If you fail to provide any requested documentation or do not complete the required legal forms within the required timeframe, your marriage ceremony may have to be delayed, rescheduled, postponed or cancelled for legal reasons. Stephen Lee Celebrancy does not accept any responsibility for any failure to act on your part.
- (h) As required by the marriage regulations, Stephen Lee Celebrancy will provide online relationship information and educational resources to help prepare you for marriage, including a series of videos and downloadable pamphlets.
- (i) You agree to strictly follow and comply with any Government and/or health requirements in force on the date of your wedding including but not limited to guest numbers, social distancing and contact tracing. If you do not comply, the Celebrant will withdraw from the ceremony accepting no responsibility or liability.

**2. Meetings and contact**

- (a) Your booking includes two face-to-face meetings in central Sydney; an initial 30 minute introductory meeting around the time of booking, and a second 90 minute meeting to sign legal paperwork and plan your ceremony in detail around two months ahead of your ceremony date.
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Online meetings are available if you are overseas, interstate or not able to meet in person. Additional email, phone and video conferencing contact is available as required at no extra charge.

### 3. **Online services**

- (a) You will receive a login and password to the Stephen Lee Celebrancy website giving you access to an online services Dashboard. This will enable you to complete the online Booking Process, upload required documents, view/pay your invoice, and access other important information and documentation. Your login will also unlock the “Wedding Wiki” website section with tips, advice and examples to help you plan your ceremony.
- (b) <https://www.stephenleecelibrancy.com.au> is a secure website, as shown by the green padlock in the browser address bar. Your connection to the website is encrypted which means you can enter your personal data with confidence. The website has an Extended Validation SSL Certificate, the most secure certificate available.
- (c) Two Factor Authentication is available as an additional security measure. It is optional but we strongly recommend you set it up on your account.
- (d) Your account on this website and all associated data will be permanently deleted after your ceremony has taken place.

### 4. **The Marriage Ceremony**

- (a) Stephen Lee will design and create a fully-personalised, bespoke and legal marriage ceremony in partnership with both parties to the marriage. You agree to provide clear guidance and feedback as your ceremony takes shape.
- (b) A decision or instruction made by one member of the couple is deemed to have been made by both members of the couple, unless otherwise stated.
- (c) The date, time and location of your ceremony, plus other details of your booking and any extra services you have requested, are stated on your Booking Confirmation.
- (d) You agree to advise Stephen Lee Celebrancy of any changes to ceremony arrangements as soon as possible. Any changes to your ceremony booking, including but not limited to, the date, time and location, are subject to availability and agreement. A rescheduling fee may apply.
- (e) If your ceremony backup plan involves a different start time and/or a different location, a Standby Fee may apply to ensure Stephen Lee’s availability. This fee is non-refundable.
- (f) Stephen Lee will arrive at your venue 30 minutes before the ceremony start time stated on your Booking Confirmation and will be on site for up to 90 minutes.
- (g) Celebrant availability beyond the 90 minute window is not automatically guaranteed if your ceremony starts significantly later than agreed. If Stephen Lee is able to accommodate your delay, an Extended Availability fee may be charged.
- (h) If your ceremony cannot be completed in its entirety within the allotted timeframe and Stephen Lee is unable to extend his availability, a shortened version of your ceremony will be performed according to the time available.
- (i) If you are so late that it is not possible to conduct any form of ceremony within the allotted timeframe and Stephen Lee is unable to extend his availability, you agree to forfeit your

booking. All fees are non-refundable and Stephen Lee Celebrancy accepts no liability or responsibility.

- (j) For ceremonies held in public areas such as parks where locations cannot be booked, other people may be nearby with the possibility of other weddings taking place at the same time. Some spaces are secured on a first come, first served basis. Therefore you should be prepared to be flexible if your first choice is not available. Stephen Lee accepts no responsibility if your chosen location is unavailable.
- (k) Your chosen location may require booking and payment with the overseeing authority and it is your responsibility to obtain any required permits in advance.
- (l) In the event of extreme weather which will impact your ceremony, Stephen Lee and the couple agree to discuss alternative arrangements with as much notice as possible. To maintain a safe working environment and the comfort of all attendees, Stephen Lee may request to delay or move the ceremony. If you elect to disregard that advice, you acknowledge that technical equipment cannot be used in very wet or very hot weather conditions. You also accept full responsibility for any damage to equipment or issues arising from that decision.
- (m) Should Stephen Lee identify a situation where proceeding with a ceremony would put any attendees at unacceptable risk of danger or harm, you agree to take appropriate remedial action and accept full responsibility.
- (n) Stephen Lee is legally unable to perform the ceremony if he judges that either party to the marriage is intoxicated or incapacitated.
- (o) Stephen Lee is legally unable to perform the ceremony if he judges that either party to the marriage has not given their full and free consent.
- (p) Clients are responsible for nominating two official witnesses aged 18 or over, unless you have booked the Marriage Witnesses option in advance.
- (q) You must provide all materials for any wedding rituals you choose to include in your ceremony.
- (r) A professional portable battery-powered PA system for your ceremony is included, with mic(s), music playback, and audio line out facility for videographers. Stephen Lee will provide and play your ceremony music choices as required.
- (s) While every effort is made to ensure all technical equipment such as the PA system works as required, Stephen Lee Celebrancy does not accept responsibility for any unforeseen malfunctions and the resulting loss of any technical service.
- (t) Stephen Lee reserves the right to decline ceremony elements for ethical or environmental reasons, including but not limited to bird, butterfly and balloon releases.

## **5. Marriage Certificates**

- (a) You will be presented with a Celebrant-issued Commemorative Marriage Certificate immediately following your marriage ceremony.
- (b) For all official reasons, including but not limited to changing your surname, visa applications and providing evidence of your marriage to authorities both within Australia and overseas, a more detailed Marriage Certificate is available at extra cost from the Registry of Births Deaths and Marriages. Stephen Lee Celebrancy can order this certificate on your behalf to be sent to an

address of your choosing. You can request and pay for this certificate either during the Booking Process or up to two months after the date of your marriage.

- (c) Other additional Commemorative Marriage Certificates of various designs are available from the Registry of Births, Deaths and Marriages. You can request and pay for this certificate either during the Booking Process or up to two months after the date of your marriage.

## **6. Styling Package**

- (a) Stephen Lee Celebrancy will act as your agent for the styling package supplied by Wedding Knights but the hire agreements is between you and Wedding Knights. You agree to their separate Terms and Conditions of Hire as follows:
- (b) Wedding Knights reserves the right to cancel our services and required products if full payment is not received 30 days before the hire date. A Cancellation Fee of 30% will be charged by Wedding Knights.
- (c) A cancellation prior to the wedding date must be notified in writing. Cancellations notified more than 30 days before the event, Wedding Knights will withhold a 30% fee only. Within 30 days of the event, no refund will be issued.
- (d) A surcharge of \$150.00 will apply to all services booked and carried out on Public Holidays.
- (e) All damages and/or equipment going missing during the hire period is your responsibility. You agree to be liable for the replacement or repair of any damaged or lost items provided to you by Wedding Knights. Please note that damage includes items requiring professional cleaning e.g. carpets with chewing gum or spilt drinks etc. Replacement of champagne glasses and/or umbrellas taken away after the ceremony are charged between \$5.00 to \$15.00 each.
- (f) In the unlikely event that Wedding Knights is unable to provide the contracted services, due to a fault by Wedding Knights, our liability is limited to a full refund of the services that have not been provided. No further compensation will be payable.
- (g) To maintain the safety of you and your guests, the use of certain hire items must be restricted in adverse weather conditions e.g. no carpets in wet weather and no arches/columns in high wind etc. In the event that weather conditions make it unsafe to use certain hire items or the likelihood of items being damaged is high, Wedding Knights reserves the right to refuse the use of certain items without notification. If any items cannot be placed or erected due to adverse weather conditions, no refund will be payable for the affected items. This also applies if items do not fit or are unsuitable for backup/wet weather location. No refunds will be received in the event of any of the above adverse or wet weather changes.
- (h) You shall be responsible for giving any local or other authorities the necessary notice of their intention to erect the Equipment or to have the Equipment erected and shall pay all fees in connection therewith. The customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the equipment. In the event that Wedding Knights incurs or suffers any loss, cost or damages as a consequence of the Customer's failure to carry out its obligations under these terms the customer shall be solely responsible and shall indemnify the company for any such loss, costs or damages.
- (i) A difficult access fee may occur if the site is hard to access eg. stairs, hills, long distances etc. Wedding Knights has the right to determine if a site has difficult access. The determination of difficult access

may not be included on the customers original quote if Wedding Knights are unaware of difficult access. A difficult access fee may be added by Wedding Knights at any stage after a site visit up to the date of the wedding. If there is a gate/car access to the site it is the customers responsibility to organise/gain keys to allow access for Wedding Knights vehicles. The customer shall be solely responsible for any gate access keys borrowed or hired.

- (j) Wedding Knights has the right to determine a suitable time to pack up their decorations. The maximum hire duration for an outdoor ceremony is 1 hour and 30 minutes after the brides scheduled arrival however Wedding Knights has the right to pack up their decorations before the maximum time if the bridal party have left the immediate area or if there is adverse weather conditions or if it is a venue requirement. The client has the option of hiring additional hire time before the event. If the customer exceeds the 1 hour and 30 minute hire duration time and wished to extend the hire time an additional charge of \$50.00 per 30 minutes will occur (minimum fee of \$50.00 applies).
- (k) Wedding Knights may take photos of your ceremony for use on our website or in advertising material. Please notify us in writing prior to the wedding date if you prefer that we do not take any photos of your ceremony. Photos of our equipment must not be used for commercial purposes without written permission.

## 7. MC

- (a) If you book Stephen Lee to be your MC or event host, it is a condition of booking that you provide a supplier meal.

## 8. Wedding Webcast

- (a) Webcasts can be viewed at [www.vimeo.com/ceremonycast](http://www.vimeo.com/ceremonycast) and you will need to give that address to people who wish to view.
- (b) The live stream will be published a few minutes before the ceremony start time. Viewers should refresh the page until the webcast appears.
- (c) Webcasts are broadcast in the best resolution achievable, dependent on the data speed and bandwidth available at the ceremony location.
- (d) Data coverage can unexpectedly vary or drop for reasons outside our control. We accept no responsibility if the webcast fails and no refunds will be issued.
- (e) The webcast is a live broadcast only and no recording is available.
- (f) If on arrival at the venue we establish in advance of the ceremony that it will be impossible to webcast live, we will instead record the ceremony and post it online as soon as possible.
- (g) The nature of a webcast's variable quality means it is not a substitute for a wedding video produced by a professional videographer.

## 9. Intellectual Property Rights and Copyright

- (a) Stephen Lee retains any and all intellectual rights and copyright in all work commissioned for your ceremony. The ceremony script, any other work or any portion thereof may not be reproduced, used in any manner whatsoever, or shared with any third parties without the

express written permission of the publisher.

#### **10. Unforeseen circumstances**

- (a) Should Stephen Lee be unable to perform the ceremony due to illness, injury or other incapacity he will make every endeavour to minimise any disruption to your ceremony by locating an alternative like-minded celebrant with as much notice as possible in conjunction with you. All fees will remain the same.
- (b) Should Stephen Lee be prevented from reaching your venue due to circumstances beyond his control including but not limited to bushfires, floods, road closures, accidents or breakdowns, he agrees to give you as much notice as possible and work with you to find a mutually agreeable solution.
- (c) Stephen Lee does not accept liability for cancellation and changes due to circumstances beyond reasonable control. Reasons include, but are not limited to, Acts of God, Government restrictions, epidemics, pandemics, insurrections or war. If your ceremony is cancelled, standard cancellation terms will apply.
- (d) If your ceremony cannot proceed for any reason, Stephen Lee Celebrancy does not accept responsibility for any associated or resulting costs.

#### **11. Service limitations**

- (a) Stephen Lee cannot advise on marriage law outside Australia. If you are a foreign citizen, you should confirm that your marriage in Australia is recognised by your home country.
- (b) Additional authentication such as an Apostille Stamp may be needed for your marriage certificate and you are responsible for identifying and complying with any such requirements.
- (c) Stephen Lee cannot advise on visa and immigration matters.

#### **12. Fees and payment**

- (a) Stephen Lee Celebrancy will provide full details of fees and charges upon request.
- (b) A booking fee is payable at the time of booking to secure the services of Stephen Lee Celebrancy. This fee is non-refundable.
- (c) You will be provided with an online invoice clearly detailing all fees and charges due plus all payments made.
- (d) The balance of outstanding fees is payable one month prior to your ceremony date. If the fees are not paid in full and on time, Stephen Lee reserves the right to cancel your ceremony.
- (e) Payments can be made by Bank Transfer or by credit or debit card. An at-cost processing fee will be added to card payments. No other forms of payment are accepted.

#### **13. Cancellation and postponement**

- (a) Your ceremony may be postponed for up to 18 months from the date your Notice of Intended Marriage was lodged, subject to availability. A rescheduling Fee may apply. If you reschedule to a date when Stephen Lee is unavailable, you are deemed to have cancelled this agreement and cancellation terms will apply.

- (b) If you cancel this agreement after you have paid the Booking Fee, the Booking Fee is non-refundable.
- (c) If you cancel this agreement after you have paid the Ceremony Fee and any other associated fees, and the cancellation date is more than one month before your ceremony date, a Cancellation Fee will apply to cover work already undertaken.
- (d) If you cancel this agreement within one month of your ceremony date, all fees are non-refundable.
- (e) If you cancel this agreement and have booked services provided by third parties, any refund will be as detailed in the third party's Terms and Conditions.
- (f) If Stephen Lee cancels this agreement due to your failure to comply with legal requirements and/or processes, all fees are non-refundable. If Stephen Lee cancels this agreement for any other reason, any refund will be at his discretion. A Cancellation Fee may apply to cover work already undertaken.

#### **14. Data Privacy and Security**

- (a) The personal information you provide to Stephen Lee Celebrancy is used to comply with the requirements of the Marriage Act 1961 and the requirements of the Registry of Births, Deaths and Marriages.
- (b) The personal information held by Stephen Lee Celebrancy about you is shared with Government departments to comply with the Marriage Act 1961 and is not disclosed to any other parties, organisations, departments or companies without your consent.
- (c) If you book a service through Stephen Lee Celebrancy, which is provided by a third party, you consent to Stephen Lee Celebrancy sharing the details required to fulfil your booking.
- (d) Stephen Lee Celebrancy complies with Data Protection regulations which require you to give explicit consent during the booking process for us to collect your data. You have the right to access and view your data, and the right to be forgotten.
- (e) Your data is stored in an encrypted digital format on secure servers.
- (f) Any paper copies of documents and forms you supply are digitised and then shredded and destroyed securely after your ceremony.
- (g) After your marriage has taken place, the information held by Stephen Lee Celebrancy about you is securely archived for a period as directed by the Registry of Births, Deaths and Marriages.

#### **15. Social Media Policy**

- (a) Details of your ceremony including photographs or video may feature in social media posts, in blogs, on my website or in other content produced by Stephen Lee Celebrancy. Such content will not be shared without your permission. You will be asked to accept or decline the social media policy during the Booking Process.

#### **16. Complaints against a Marriage Celebrant**

- (a) You can complain if a marriage celebrant has broken the rules in the Marriage Act 1961, the Marriage Regulations 2017 or the Code of Practice for marriage celebrants. Some examples of valid complaints include; the marriage celebrant was unprofessional, they did not respect your

privacy, they made mistakes on the paperwork, they didn't submit documents to the Registry of Births, Deaths and Marriages on time, they didn't make sure the people getting married could give, or had given, real consent to the marriage. You must make your complaint within three months of first becoming aware of the problem. You must use the complaint form on the website of the Attorney-General's Department of the Australian Government.

#### **17. Accuracy of Information**

- (a) Please ensure all personal details entered into your booking are accurate, as this forms the basis of all your marriage paperwork and certificates. You will be asked to check and approve the details on your marriage paperwork three times: when your Notice of Intended Marriage is first prepared and uploaded to your Dashboard; again before you sign your Notice of Intended Marriage in person, and finally you'll be asked to check and approve your Certificate of Marriage before the ceremony begins on the wedding day. Any errors made by either the couple or the Celebrant can be corrected at any time until the marriage is registered, at which point the couple is deemed to have approved the accuracy of all information. After registration, any errors that are identified, regardless of origin, must be made by the couple at their own expense, directly with the Registry of Births Deaths and Marriages.

#### **18. Changes to this agreement**

- (a) These Terms and Conditions may be periodically revised as circumstances change. The latest version of this agreement will always be made available in your Client Dashboard on the Stephen Lee Celebrancy website. Unless you advise Stephen Lee Celebrancy otherwise, you are considered to have read and accepted any updates to these Terms and Conditions.