

TERMS AND CONDITIONS

SERVICES: The Celebrant, Nicki Youngson, hereby agrees to render Wedding, Civil Union, or Commitment Celebrant Services (Services) for the Clients stated on the contract document at the date, time and location as specified in this Agreement.

SCHEDULE: The ceremony start time listed above shall be considered the actual event start time and not guest arrival time, or invitation time. The client agrees that the event shall begin within thirty minutes of the ceremony start time as provided above. The Celebrant will arrive at least thirty minutes before the ceremony. The Celebrant is in charge of the ceremony and will arrange the placement of the bridal party and herself in line with the Client's wishes and in such a way that allows the guests to see without having their view blocked by the photographer. In the event that the ceremony starting time is delayed more than 45 minutes, the Clients accept that the Celebrant reserves the right to leave if necessary to honour other commitments.

NO SHOW: The Celebrant reserves the right to leave the venue one and a half hours after the start time if both parties have not arrived at the ceremony venue or the ceremony cannot proceed for any reason outside the Celebrant's control.

CHANGES: Changes to this Agreement including, but not limited to the date, time, and/or location of the Event must be communicated in writing by the Client and approved by the Celebrant in writing prior to the event. Any change of venue due to inclement weather on the day of the event will need to be communicated to the Celebrant two hours prior to the event to ensure there is sufficient travel time to the alternative venue. Should this not be followed the Celebrant cannot be held responsible for being late. The Celebrant has the right to decline to perform a ceremony in which she feels any of the wedding party is behaving inappropriately i.e., drunk and/or disorderly.

FEES & DEPOSIT: A non-refundable deposit of \$130 is to be paid within 14 days of signing the Contract at which point the Celebrant shall commence services (no booking will be deemed confirmed of the date secured until the deposit has been received). Fees may be paid online to the account listed below, or by cash. The full balance of any unpaid fees including ceremony fees, and if applicable any travel fees, shall be received by the Celebrant one week prior to the start of the event, and prior to the ceremony rehearsal. If the Client fails to make payment as specified the Celebrant shall have the right to immediately terminate this agreement without obligation to refund the money, or to perform Services at the event. The Deposit may be made electronically into this designated account:

Kiwibank

N Youngson

38-9005-0718047-01 Please put your name as a reference

MARRIAGE LICENCE: It is the Clients responsibility to acquire a valid marriage license from The Department of Internal Affairs, and give the marriage license to the Celebrant at the rehearsal (at the latest). Original birth/divorce/death/photo ID/statutory declarations and/or any other documents necessary (such as translations) to allow the wedding to proceed on the scheduled date are required to be sighted by the Celebrant, at least, before the rehearsal. The Client agrees that failure to have a valid marriage license at the time of the event means the Celebrant cannot legally perform the ceremony. In this case, the Celebrant will perform a symbolic ceremony, which will have no legal merit. The celebrant will complete the marriage license on the day of the event and return it to the issuing courthouse via NZ Post/DX Mail within ten days of the event occurring. The client will not automatically receive a formal copy of their marriage license unless they request and pay for a certified copy from Births, Deaths and Marriages NZ.

ENACTMENTS: If the Event includes an enactment such as a sand ceremony, unity candle, hand fasting, wine box ceremony and or any other special feature, the Client is responsible for providing all equipment required to perform these enactments, and responsible for ensuring it is in working order.

IMAGE RELEASE: Client agrees that Celebrant may use any images and stories from the Event for any means of promotion, including advertising and display on websites, social

media, blogs, unless otherwise stated by Client. Clients waive any right to payment, royalties or any other consideration for the use of the images or stories.

TRAVEL: Any travel outside of a 30km radius of Timaru is subject to a travel charge of which will be confirmed by the Celebrant at the time of booking.

INTELLECTUAL PROPERTY: The written ceremony as prepared by the Celebrant will remain their intellectual property and at no time is the Client permitted to duplicate, copy, share, sell or reproduce any content. This includes any other celebrant without permission. The Client has permission from the Celebrant to use and share their ceremony for their own personal use.

CANCELLATION & REFUNDS: Cancellations must be communicated in writing. If written notice of cancellation of services is received fourteen days prior to the Event all fees other than the deposit will be refunded. If a written notice of cancellation of services is received less than fourteen days prior to the Event the Client shall be responsible for full payment of services.

POSTPONEMENT: Should the Client need to change or postpone the date of the wedding they will need to communicate this in writing to the Celebrant. Should the alternative date be available, the Celebrant will confirm this in writing. Should the date not be available any deposit already paid will be forfeited.

UNFORESEEN CIRCUMSTANCES: In the unlikely event that the Celebrant is unable to perform the ceremony for unforeseen circumstances (i.e. illness, vehicle accident, and/or transportation breakdown, etc.) the Celebrant shall be allowed to make reasonable attempts to provide a replacement Celebrant at no additional cost to the Client. In the event that the Celebrant must cancel this Agreement for Services, the Client shall be refunded the full fees paid for Services.

LIMITATION OF LIABILITY: Clients agree to the fullest extent permitted by law that the Celebrant shall not be liable for any claims for loss, injury, emotional distress, mental anguish, consequential damages, lost profit, loss of employment, lost revenues, replacement costs, compensatory damages and/or punitive damages whether or not foreseeable and/or arriving from any negligent act or omission on the part of any person. The Celebrant liability for any claim, breach or damage by reason of any act or omission shall be limited to repayment of sums paid by Clients only, except to the extent of any negligence or misconduct by the Celebrant.

INDEMNITY:

Clients agree to indemnify, defend and hold harmless Celebrant and its employees, agents, independent contractors, officers, directors, members and/or managers for any injury, property damage, liability, claim or other cause of action arising out of and/or related to the actions of Client's or Client's guests.

CONFIDENTIALITY:

All information received from you will be treated as strictly confidential and will not be publicised or used as part of your ceremony without your prior approval.

The client has final approval over the ceremony script.

The Celebrant reserves the right to change these Terms and Conditions without notice.