

## **TERMS AND CONDITIONS:**

The Parties agree to retain the services of Adam Johnson as their celebrant according to the following Terms and Conditions:

### **DEFINITIONS**

- 1.1. "Consumer" means a consumer for the purposes of section 3 of the Australian Consumer Law.
- 1.2. "Couple" means Party 1 and Party 2 named in the Contract.
- 1.3. "Contract" means this Service Contract.
- 1.4. "Deposit" means \$400.00 plus travel costs (if applicable).
- 1.5. "Marry Me Adam" means Adam Johnson ABN 1588 541 7006
- 1.6. "Price" means the cost of the Services as specified by Adam Johnson in the Tax Invoice.
- 1.7. "Services" means the services specified in the Tax Invoice.
- 1.8. "Tax Invoice" means the tax invoice supplied by Adam Johnson to the Couple in accordance with clause 4.1.

### **ACCEPTANCE**

2.1. Any instructions received by Adam Johnson from the Couple for the provision of the Services and/or Photography Services constitutes acceptance of these Terms and Conditions.

2.2. Where more than one Party has entered into this Contract, the Couple will be jointly and severally liable for all payments of the Price.

2.3. On acceptance of these Terms and Conditions by the Couple, the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions or with the written consent of Adam Johnson.

### **SERVICES**

3.1. Adam Johnson will provide the Services.

3.2. In providing the Services, the Couple acknowledge and agree that Adam Johnson is only required to attend at the Ceremony for a minimum of one (1) hour and a maximum of two (2) hours unless otherwise agreed in writing.

3.3. Subject to clause 3.2, Adam Johnson will endeavour to attend at the Ceremony at least thirty (30) minutes prior to the Ceremony Time and will leave no earlier than thirty (30) minutes following the Ceremony Time.

3.4. Adam Johnson reserves the right to leave the Ceremony thirty (30) minutes after the Ceremony Time stated in the Contract if both or either of the Couple have not arrived or the Ceremony cannot proceed for any reason outside of Adam Johnsons' control. In these circumstances, the Couple forfeit all monies paid to Adam Johnson.

3.5. If Adam Johnson is unable to perform the Ceremony in accordance with this Contract, for any reason whatsoever including due to an unforeseen accident and/or injury, Adam Johnson will advise the Couple as soon as practicable and make reasonable arrangements for another celebrant to perform the Ceremony. Adam Johnson has prepared all paperwork and will have it passed on to a nominated Celebrant to preform the Ceremony on his behalf.

3.6. Adam Johnson is to lodge all legal paperwork within the required timeline set out by the Register of Births, Deaths and Marriages. Adam Johnson is to lodge this via the Governing Marriage Website or by Express Postage with tracking.

## **PAYMENT TERMS**

### **4.1. Price:**

Subject to clause 4.2, at Adam Johnsons' sole discretion, the Price will be as indicated on the Tax Invoice.

### **4.2. Variation of Price:**

- Any variation from the Services as directed by the Couple will be in addition to the Price and will be shown as variations on the Tax Invoice.
- Payment for all variations must be made in accordance with clause 4.5.

### **4.3. Deposit:**

- The Couple must pay Adam Johnson the Deposit.
- The Deposit is immediately payable upon the Couple signing and returning the Confirmation Letter to Adam Johnson.
- The Deposit is non refundable unless the Contract is cancelled by Adam Johnson under clause 7.2.

### **4.4. Secure Booking:**

The Services will not be secured until the Deposit is paid in full and the signed Contract is returned to Adam Johnson.

### **4.5. Payment of the Price:**

- The Deposit (including any variations) must be paid to Adam Johnson on:
- Four (4) weeks after the Contract is signed and returned to Adam Johnson.
- Balance is due Fourteen (14) days prior to the Ceremony Date specified in the Contract.
- If the Price is not received within the timeframe specified in clause 4.5a, Adam Johnson may cancel the Contract by giving written notice to the Couple and retain the Deposit and all other monies paid to Adam Johnson by the Couple.
- Adam Johnson is under no obligation to provide the Services (or any part thereof) until the Price is received.
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## **VARIATION TO THE CEREMONY DETAILS**

### **5.1. Proposed changes with notice:**

- If Party 1 and/or Party 2 propose a change to the Ceremony Details (as specified in the Contract), then Party 1 and/or Party 2 must notify Adam Johnson of such change in writing.
- In these circumstances, Adam Johnson must make reasonable efforts to accommodate such change. However, if the new details conflict with Adam Johnsons' prior commitments then Adam Johnson may cancel the Contract and retain the Deposit.
- Adam Johnson must notify the Couple if the Contract is cancelled pursuant to this clause 5.1 within seven (7) days of receiving notice of the change to the Ceremony Details.
- If the Contract is cancelled under this clause 5.1 less than six (6) months from the Ceremony Date specified in this Contract, the Couple will either:
- Forfeit the Price, if already paid; or
- Be liable to immediately pay Adam Johnson the Price, if not already paid.

### **5.2. Proposed changes late notice:**

- If the Ceremony is to be changed to an alternative venue for any reason whatsoever including due to inclement weather, then Party 1 and/or Party 2 must notify Adam Johnson of such change as soon as possible by telephone to ensure that he has sufficient time to travel to the alternative venue.

- Adam Johnson will not be held responsible for any delays in the Ceremony Time due to such change.

## **THE COUPLE'S OBLIGATIONS AND WARRANTIES**

6.1. The Couple agree that Adam Johnson has explained to them the legal requirements for entering into a marriage.

6.2. The Couple warrant to Adam Johnson that:

- They fully understand the legal requirements for entering into a valid marriage; and
- They are legally able to marry each other.

6.3. The Couple agree to:

- Complete and provide to Adam Johnson a Notice of Intended Marriage within the timeframe required by law.
- Provide Adam Johnson with all original documentation requested no less than fourteen (14) days before the Ceremony Date including any accredited translation documentation requested by Adam Johnson. If the Couple fail to provide all requested documentation to Adam Johnson within the specified timeframe, Adam Johnson is under no obligation to provide the Services and may cancel the Contract. In these circumstances, the Couple will forfeit all monies paid to Adam Johnson.
- Communicate all of their expectations to Adam Johnson regarding the Ceremony no later than twenty-one (21) days before the Ceremony Date. If the Couple fail to provide any such details to Josh Withers within the specified timeframe, all decisions regarding the content of the Ceremony will be left to the sole discretion of Adam Johnson.

## **CANCELLATION**

7.1. Cancellation by the Couple:

1. The Couple can cancel the Contract at any time by giving written notice to Adam Johnson.
2. If the Couple cancel the Contract, for any reason whatsoever, less than six (6) months before the Ceremony Date, the Couple will be liable to pay Adam Johnson the Price.
3. If the Couple cancel the Contract, for any reason whatsoever, more than six (6) months before the Ceremony Date, the Couple will be liable to pay Adam Johnson an amount equal to 50% of the Price.

7.2. Cancellation by Adam Johnson:

1. Adam Johnson can cancel the Contract at any time by giving written notice to the Couple.
2. If Adam Johnson cancels the Contract, other than in accordance with clause 6.1, then all monies paid will be refunded to the Couple.
3. Adam Johnson will not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.

## **RELEASE AND INDEMNITY**

8.1. The Couple and their guests (if any) agree to follow any directions issued by Adam Johnson on the Ceremony Date at their own risk. Adam Johnson is not liable for any personal injury or property damage that may occur.

8.2. The Couple unconditionally and irrevocably release Adam Johnson from and indemnify Adam Johnson against any and all losses, damages, claims, demands, costs or expenses that the Couple has suffered, sustained or incurred or may suffer, sustain or incur by reason of or as a consequence of the provision of the Services or Photography Services or any other term of this Contract.

8.3. If Adam Johnson experiences any unforeseen obstacles on his way to the Ceremony including by way of example only (and not limited to) traffic jam, mechanical problems, car accident, cancelled flight etc then Adam Johnson will make all reasonable efforts and incur the reasonable costs for alternative travel arrangements in order to attend the Ceremony.

8.4. In these circumstances, if Adam Johnson is unable to attend the Ceremony, then Adam Johnson will:

1. Notify the Couple as soon as reasonably practicable;
2. Not be liable for any loss or damage, including any consequential loss of damage; and
3. Refund the Price, less the Deposit, to the Couple.

## **WARRANTY**

9.1. If the Couple are Consumers then the Services and Photography Services come with guarantees that cannot be excluded under the Australian Consumer Law. The guarantees under the Australian Consumer Law are given by Adam Johnson.

9.2. No other guarantees or warranties apply to the Services and Photography Services unless a further and additional warranty is provided, in writing, to the Couple by Adam Johnson.

## **GOVERNING LAW**

10.1. This Contract shall be governed by and interpreted in accordance with Queensland Law and the parties submit themselves irrevocably to the Courts of competent jurisdiction of the State of Queensland.

## **ACCEPTANCE:**

The Couple agree that they have received, read and understood the Terms and Conditions contained in this Contract and that the Terms and Conditions form part of the contract with Adam Johnson and governs each and every transaction with Adam Johnson.

## **FILING A COMPLAINT:**

The Couple have the ability to lodge an official complaint if they feel that they have been hard done by or believe a complaint is warranted. Complaints should be forward to Department of Births, Deaths and Marriages, PO Box 15188, City East QLD 4002 or via [www.qld.gov.au](http://www.qld.gov.au)