

Ever After & Beyond

ceremonies from the heart

Ever After & Beyond is delighted to provide celebrancy services to **[Name]** and **[Name]** (the “Client”).

1. The Services²

1.1. The Client agrees to engage the Celebrant to provide celebrancy services for their [type of ceremony] on [date] at [venue / location].

1.2. [The Client confirms their understanding that the Celebrant has no legal authority to marry them and it is their responsibility to ensure that an appropriately authorised person, such as a registrar, fulfils the legal requirements of marriage at a time of the Client’s choosing.]

1.3. The Client shall:

- I. Communicate any changes to their plans that may affect the Celebrant as soon as possible, such changes including (but not limited to) location changes including any changes on the day due to inclement weather (in which case the Celebrant cannot be held responsible for their late arrival if insufficient notice is given); and
- II. Be responsible for providing any props or equipment for use during the ceremony and ensuring that such props or equipment are in working order.

1.4. The Celebrant shall:

- I. Conduct an initial and subsequent consultations with the Client face-to-face or virtually at a mutually convenient times and locations;
- II. Attend a rehearsal ceremony, subject to clause 2.3 below;
- III. Reasonably liaise with the Client’s other providers including (but not limited to) photographer, videographer, musicians and ceremony planner. The Client will provide contact details to the Celebrant accordingly;
- IV. Provide a draft ceremony script and allow for unlimited changes to the script up to two weeks prior to the ceremony date; and
- V. Attend the venue at least 60 minutes prior to the ceremony’s scheduled start time to conduct pre-ceremony checks.

2. Confirmation of Date, Fees and Payments

- 2.1. The date referred to in clause 1.1 above will be held by the Celebrant for a period of 7 days during which time a non-refundable (under any circumstances) booking fee of £[amount] must be paid in order to secure the date. Failure to pay the booking fee within the 7-day period will result in the date being released and made available to other clients.
- 2.2. The total cost of the celebrancy services as detailed in this Agreement, including the booking fee as referred to at clause 2.1, is £[amount] (the "Fees") to include reasonable meetings with the Client. Depending upon the location of the meetings an additional charge may be made. For each meeting and for the ceremony day mileage will be charged at £0.45 per mile per return journey.
- 2.3. Should the Client wish the Celebrant to attend a rehearsal this shall be subject to an additional Fee agreed between the Client and the Celebrant.
- 2.4. Following payment of the booking fee (as referred to at clause 2.1) on receipt of invoices the Client shall pay a further £[amount] [no] weeks prior to the ceremony date, and a further £[amount] [no] weeks prior to the ceremony date.
- 2.5. Failure to pay the sums referred to in Clauses 2.4 by the appropriate payment dates shall constitute cancellation ("Non-payment Cancellation") by the Client and any Fees paid prior to the Non-payment Cancellation shall be retained by the Celebrant and are non-refundable.
- 2.6. The relevant payment schedule is attached to this Agreement.

3. Cancellation or Postponement

- 3.1. Notice of cancellation by the Client must be given in writing. In the event of cancellation by the Client no Fees paid as at the date of cancellation are refundable.
- 3.2. The Celebrant shall have the right to cancel if on the day of the ceremony any attendees act in a way this is likely to disrupt the ceremony whether by apparent intoxication, misuse of illegal substances, or otherwise.
- 3.3. The Celebrant shall have the right to cancel if on the day of the ceremony there are good and sufficient reasons relating to the health and safety of the Celebrant, the Client, and/or the attendees.
- 3.4. Notice of postponement by the Client must be given in writing. In the event of postponement, the Celebrant agrees to the terms of this Agreement other than the date as detailed in clause 1.1 above however any new date must be agreed by the Celebrant. The Celebrant will endeavor to accommodate an alternative date however in the event that the Client elects to proceed with a date that the Celebrant is not available for any reason then any Fees paid will be non-refundable.

4. Force Majeure and Unforeseen Circumstances

- 4.1. In the unlikely event that the Celebrant cannot officiate on the day of the ceremony for unforeseen circumstances they shall be allowed to make reasonable attempts to provide a replacement celebrant at no additional cost to the Client.
- 4.2. The Celebrant shall not be liable for any failure to perform or delay in performance of any of their obligations under this Agreement caused by circumstances beyond their reasonable control including but not limited to natural disasters, fires, floods, explosions, earthquakes, nuclear disasters, insurrection, riots, acts of terrorism, war, and acts of Government (a "Force Majeure Event").
- 4.3. In the event of a Force Majeure Event resulting in the ceremony not proceeding, the parties shall agree a rescheduled date (such date to be agreed within 30 days of the date referred to at clause 1.1 above). Should the Force Majeure Event be a continuing event meaning that a rescheduled date cannot be agreed within 30 days of the date referred to at clause 1.1 above this shall have the effect of immediately ending this Agreement and the Client shall receive a refund of 25% of the Fees.

5. Intellectual Property

- 5.1. The Celebrant retains full copyright of the written ceremony but allows the Client to use it for personal use and share it with family and friends.
- 5.2. The Client is however not permitted to duplicate, copy, share, sell or reproduce any part of the written ceremony, including for the use by another celebrant, without the express written consent of the Celebrant.
- 5.3. The Client must obtain prior written permission before using or sharing any image or depiction of the Celebrant other than the keeping of photographic or video images made during the ceremony and then only for their personal use.
- 5.4. Unless otherwise stated in writing by the Client, the Celebrant is granted permission to use any photographs, correspondence, and the ceremony itself for publicity purposes, including but not limited to publishing on websites, blog posts, social media, advertising, and material for future ceremonies. Such use will not occur until a minimum of two weeks after the ceremony date.
- 5.5. The Celebrant shall take no responsibility for any copyright infringement claims arising from any materials supplied by the Client.

6. Insurance

The Celebrant shall always have in place appropriate Public Liability Insurance and Professional Indemnity Insurance.

7. Limitation of Liability and General

- 7.1. The Client agrees to the fullest extent permitted by law that the Celebrant shall not be liable for any claims for physical 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.

- 7.2. The Celebrant's liability for any claim, breach or damage by reason of any act or omission, or howsoever arising, shall be limited to repayment of Fees paid by the Client only.
- 7.3. If more than one Client is named in this Agreement each shall be jointly and severally liable for their obligations under this Agreement.
- 7.4. No provision of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 7.5. This Agreement contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous Agreements or undertakings (whether written, oral or implied) relating to the subject matter of this Agreement.
- 7.6. No waiver, delay or other indulgence granted by any party to this Agreement in respect of any breach of this Agreement shall in any way prejudice or affect the rights or remedies in relation to such breach.
- 7.7. This Agreement shall be governed and interpreted in all respects by English law and the parties submit to the exclusive jurisdiction of the High Court in England.
- 7.8. Upon payment of the booking fee as detailed in clause 2.1 above the Client shall be deemed to have agreed to the terms of this Agreement without exception.

Payment Schedule

Payment	Amount (£)	Payment Date
Non-refundable booking fee		
Balance of Fees		
TOTAL FEES	650	

Please note that an invoice for each amount due will be sent around 7 days prior to the payment due date