



Edwina Johnson A Fine Celebrant Independent Family & Funeral Civil Celebrant

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Address: 26 Warwick Street, Norwich, NR2 3LD

Terms & Conditions attached to Service Agreement

“We” are Edwina Johnson trading as A Fine Celebrant of 26 Warwick Street, Norwich, Norfolk. NR2 3LD

(“Celebrant”)

“You” are: The customer or customers that received the Service Agreement

(“Couple”)

1. Definitions in this agreement:

“Service/s” means the project of work set out in the Service Agreement.

“Deposit” means the advance payment to secure the date and to allow the Celebrant to commence work

“Ceremony” means the event where the Service is to be delivered by the Celebrant.

“Fees” means money paid, or owed to the Celebrant by the Couple for the Services

“Terms” means these Terms and Conditions.

1. Fulfilment of Obligations

1.1 Every effort is made in good faith to fulfil the engagement, but responsibility cannot be accepted if the Celebrant is limited or hindered from providing Services booked by the Couple due to circumstances beyond its control e.g. Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of the Celebrant to the Couple shall not exceed the amount paid by the Couple for the Services.

1.2 The Celebrant requires the Couple to sign off the script no later than 7 days before the Ceremony. All efforts will be made to incorporate any late changes to the content of the Service after the 7-day deadline but cannot be guaranteed.

1.3 The Deposit shall be non-refundable as being an approximation of the value of Services already rendered, and the Celebrant shall where the value of the Services already delivered to the Couple is greater than the value of the Deposit, be entitled to be paid additionally for all Services delivered to the Couple up to that point. The Celebrant shall not be liable for any additional losses incurred by the Couple in such circumstances.

1.4 In the event of illness, every effort will be made to provide a substitute Celebrant, and to pass on full details of the booking and planning documentation for the event. No additional fee will be charged to the Couple.

2. Price and payment

2.1 The price for the Service is set out in the Service Agreement. No VAT is chargeable. The price includes all advance planning, preparations and delivery of Service at the Ceremony as detailed. The price is paid as set out below and excludes any expenses that will be incurred by the Celebrant which will be notified to the Couple separately and agreed in writing.

2.2 For Weddings & Vow Renewals, a Deposit of £300 shall be paid upon entering the Service Agreement and the Celebrant's invoice for the Deposit will follow. Please also refer to clause 4. If your Ceremony date is within 3 months of booking, then 100% of Fees will be due on instruction with no refund on cancellation at any time.

For Funerals payment is required in full upon booking.

2.3 A second payment of £395 shall be paid 3 months before the Ceremony with a final balance payment paid no less than 28 days before the Ceremony (Weddings & Vow Renewals only). See Service Agreement for your exact dates.

2.4 The price and any expenses shall be the Fees of the Celebrant with the minimum, excluding Funerals, being £450.

2.5 Payment terms are 7 days, and payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time the Services may be suspended and payment in advance may be required before the Services are re – commenced.

3. Travel

3.1 Travel costs are included up to 40 miles in total. Additional mileage undertaken or anticipated will be charged to the Couple at £0.55ppm and added onto the final invoice.

4. Cancellation of agreement

4.1 The Service can be cancelled by either party in writing or by email subject to the matters set out in this clause.

4.2 If the Celebrant cancels the Service, the Fees (less any incurred expenses) will be repaid to the Couple within 14 days of cancellation, and no further refunds, sum or compensation will payable to the Couple by the Celebrant arising from such cancellation.

4.3 Cancellation by the Couple

4.3.1 If the Couple cancels the Service *within* 14 days of entering into this agreement, then the Deposit shall be repaid to the Couple in full.

4.3.2 If the Couple seeks to cancel this Service 14 days *after* entering this agreement, then the below will apply leading up to the Ceremony date less the Deposit and any expenses incurred as at the date of cancellation with those paid being non-refundable:

Within 12 weeks – 50% of balance after Deposit.

Within 6 weeks – 25% of balance after Deposit.

No refund if cancellation is received after this point.

Cancellation by the Celebrant – 100% refund.

5. Confidentiality

5.1 As a Celebrant I collect information about you, your family and friends. This information is used for the sole purpose of creating a wedding ceremony that you have commissioned. I am committed to protecting and respecting your privacy. In accordance with the General Data Protection Regulations (GDPR), from 25th May 2018, businesses, regardless of size, are required to obtain explicit consent to process, keep, protect, and handle all personal information relating to their couples. You have the right to access the information you provide and the right to ask me to delete your information. This is called 'the right to be forgotten'.

5.2 The Celebrant asserts intellectual property rights, including copyright, over the written materials produced by the Celebrant as part of the Services. The written materials shall not be reproduced, copied, shared or used elsewhere without the written permission of the Celebrant. All rights are entirely reserved by the Celebrant.

5.3 The Couple grants to the Celebrant consent to use of any work or images created in this Service to illustrate their services on websites, social media accounts and in any marketing materials. If you do not wish to grant this consent you must confirm this in writing within 7 days of entering into this agreement.

6. Legalities

6.1 The ceremonies that the Celebrant provides are not legally binding and you will not be legally married by just having a Celebrant led Ceremony. If you require the ceremony to be legally recognised, you need to attend a Registry Office or have a Registrar attend a registered venue. The Celebrant can offer no legal advice.

6.2 The Celebrant's liability in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special, or indirect loss or damage will be NIL.

6.3 The Services may be terminated if payment of the Fees is not made in accordance with the Terms; or if the Couple commits a material breach of any of the Terms and fails to remedy the breach within 14 days of being notified in writing; or the Couple makes any statements or behaves in any way or requests the Celebrant to undertake any actions that are discriminatory, illegal or immoral; or if the Couple enters into any form of insolvency arrangement, or suspends its business. Upon termination the Couple shall immediately pay any outstanding sums to the Celebrant.

6.4 The Terms and any dispute arising from them shall be governed by the laws of England and Wales.

7. Amendments

7.1 The Celebrant reserves the right to amend these terms and conditions without prior notice.