

NB: All bookings for ceremonies are made and accepted in accordance with the terms set out in these terms and conditions and apply to ceremonies where Bespoken Celebrant attends to conduct and officiate your ceremony.

Bespoken Celebrant refers to – ‘We, Bespoken Celebrant

You refers to – ‘You, the client, couple’

Booking & Payment

- a) A deposit of 50% of the total fee is due at the time of booking to secure and confirm your preferred date. The balance is due in full 4 weeks prior to the date of the ceremony. Fees are not subject to VAT. **NB: In the instance of elopement or expedited ceremonies separate arrangements can be made by mutual agreement.**
- b) Payments can be made by direct transfer at the time of booking (bank details or a payment link will be provided) Payment by cheque is not accepted.
- c) The booking is not accepted and confirmed until payment is received, thereafter a contract exists.
- d) Alteration or cancellation by you of an accepted booking will be subject to the provisions of **clause 1** of these terms and conditions.
- e) In the event that you do not pay the balance of the fee at the prescribed time, Bespoken Celebrant reserves the right to cancel the booking.

Cancellation or Modification by Bespoken Celebrant

Every effort will be made to deliver the ceremony in accordance with your exact requirements however, Bespoken Celebrant reserves the right, to modify or cancel your booking at its own discretion. In the unlikely event that this is necessary, Bespoken Celebrant will refund all monies received if an alternative arrangement cannot be made and agreed. No further compensation will be payable. In the unlikely event that the ceremony may be cancelled to inappropriate behaviour on either your part or the part of your invitees and guests, no refund will be provided, this is also at the express discretion of Bespoken Celebrant

Clause 1 - Cancellation by You

If you need to cancel your ceremony after the booking is accepted or the ceremony is automatically cancelled due to non-payment of the balance of the booking fee the nonrefundable deposit shall be retained unless:

- a) If you cancel the agreement within the 14 day ‘cooling off’ period. In this instance the deposit shall be repaid in full.
- b) If you seek to cancel 14 days or more after entering this agreement but more than 28 days before the event the deposit shall be forfeited, any expenses incurred as at the date of cancellation must be paid by the client. No further fees will be due from the client to Bespoken Celebrant.
- c) Should you seek to cancel the agreement less than 28 days before the ceremony, the deposit will be forfeited. Any expenses incurred as at the date of cancellation must be paid by the client, and those paid shall also be non-refundable.

- d) Should you seek to rearrange the date of the ceremony, every effort will be made to accommodate the change. This is entirely at the discretion of Bespoken Celebrant, and subject to their availability on the proposed alternate date.
- e) The Services provided for the curation and delivery of the ceremony shall be provided from the date, at a location and for a period of time agreed in writing. The agreement shall terminate upon delivery of the ceremony and any additional rites or rituals have been completed, and all payments have been made in full. Any variations to the agreement is a variation of contract and may therefore only be agreed in writing. Services outside the scope of the agreement may attract additional charges.

Warranties & Liability

In compliance with Consumer Law, Bespoken Celebrant will ensure that the ceremony is conducted and delivered with reasonable care and skill. We will have no liability to you in respect of any loss arising from incorrect instructions or booking details provided by you or other fault on your part. Bespoken Celebrants entire liability shall be limited to the amount paid by you in respect of the ceremony.

Intellectual Property

In placing and confirming your booking, you acknowledge that the copyright and all other intellectual property in respect of the ceremony including all documentation and/or other materials used in or relating to the ceremony shall be retained by and belongs to Bespoken Celebrant. You are licensed to record the ceremony for your own personal use and enjoyment but you are not entitled to use it otherwise or publish the whole or any part of the ceremony or its materials or place the ceremony content on social media or the internet without our express written permission.

Bespoken Celebrant reserves the right to use images of work undertaken during the ceremonies for marketing, promotional, competition and editorial purposes. If you do not wish to give consent to the use of the materials, then you must confirm this by email within 4 calendar weeks of entering into this agreement.

Jurisdiction

This contract is made on the terms of these booking conditions which are governed by Laws in England and Wales and both parties hereby submit to the jurisdiction of the Courts throughout England and Wales.

Please be aware that wedding ceremonies conducted by Bespoken Celebrant are not legally binding in England and Wales. You must also satisfy the legal requirements and attend a Registry Office or have a Registrar in attendance at a registered venue if you wish to be legally married and to register the marriage. Bespoken Celebrant can offer no legal advice however, more information on the process to follow either on request or by visiting - <https://www.citizensadvice.org.uk/family/living-together-marriage-and-civilpartnership/getting-married/>

Privacy & Data Protection – Ceremonies

Bespoken Celebrant is committed to protecting your privacy and promises only to use information collected about you to administer your account and to provide you with the goods and services that you have requested. The information you provide will only be used to process the product/service you have purchased. At no time will any information provided by and relating to you be passed on to any third-party without your prior explicit, written consent. The only exception to this being when required to do so in law. For further details please refer to both Bespoken Celebrant's privacy notice and privacy policy.

General Conditions

- a) Verbal or email/written instructions by the client to proceed will constitute acceptance of the Terms & Conditions in full and without exception.
- b) Nothing in these terms is intended to create a partnership or joint venture between the Celebrant and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.
- c) These Terms and any dispute arising from them shall be governed by the laws of England and Wales.