

TERMS & CONDITIONS

These Terms & Conditions (the “Terms”, “Agreement”) describe the terms applicable to your Wedding Ceremony Contract and your use of the wedding officiating services and company website to be provided by Ottawa Wedding Officiants (“Ottawa Wedding Officiants” “us”, “we”, “OWO”, “our”, “the Officiant”, “the Company”). The term “you”, “your”, “client(s)” or “couple”, “couples” refers to the bride and groom listed on the Wedding Ceremony Contract. By signing our Wedding Ceremony Contract, you signify your acceptance of the following Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE, (“Site”), since use of this Site, including but not limited to browsing, and participating in promotions, is subject to the legal Terms outlined herein. By using this Site in any manner whatsoever, you signify your agreement to these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use this Site. We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms & Conditions at any time without prior notice to you. Your continued use of this Site following the posting of changes to these Terms constitutes your acceptance of those changes.

These Terms constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under the Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the parties.

In the event of any conflict between the provisions of these Terms and those of the Wedding Ceremony Contract, the provisions of the Wedding Ceremony Contract shall take precedence.

In the event that for any reason, any provision in these Terms & Conditions is held to be void, unenforceable or otherwise invalid, all the other provisions of these Terms & Conditions, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain fully effective. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

By accepting this Agreement, you confirm that you are at least 18 years old (or the age of majority where you reside, whichever is older) and that you can form a legally binding contract.

Marriage License:

Couples understand that it's their responsibility to obtain a valid Marriage License in the Province of Ontario. It's also understood that the Marriage License must be available at the wedding venue before the start of the ceremony. Couples further understand that failure to have the Marriage License present means that the Officiant cannot declare or pronounce the couple to be married. The Officiant may perform a "symbolic ceremony", but this "event" will not result in a legally binding marriage. In this case, the Total Wedding Fee will not be refunded, and any outstanding balance is due.

If the Marriage License is to be completed on a date and time other than that which is stated on the Contract an additional meeting, at a mutually convenient time and location, will need to be scheduled with the couple and two witnesses. The fee for this additional meeting is \$100 (plus HST). The legal wedding date will then be the date when the Marriage License is signed and witnessed.

Cancellation Policy:

A couple may cancel their Wedding Ceremony Contract at any time during the ten (10) day period after receiving an email copy of the executed Wedding Ceremony Contract. If a couple choose to cancel their Wedding Ceremony Contract during this time, a full refund of the amount paid will be returned within fifteen (15) days of written receipt of notice of cancellation. No explanation or reason for cancelling is required during this ten (10) day period.

If the Wedding Ceremony Contract is cancelled in writing, after ten (10) days, the retainer will be forfeited. However, any amount paid over and above 50% of the Total Wedding Fee, will be returned to the original sender. At which point the Wedding Ceremony Contract is null and void and access to the online Console will be terminated.

Delay and Limitation of Liability:

Couples understand that they must adhere to the Start Time of their Ceremony ("the Start Time) as agreed to on the Wedding Ceremony Contract. The Officiant understands that weddings do not always begin as planned and will accommodate a delay in the Start Time as follows: **After a thirty (30) minute delay in the Start Time, the Officiant has the right to leave the venue. If the Officiant can remain after the thirty (30) minute delay, there is an additional fee of \$100 (plus HST) for an additional sixty (60) minutes. After which time the Officiant will leave the wedding location/venue. This fee is not prorated.**

Couples agree that in all circumstances OWO, its agents, sub-contractors and employees, and its assigns or any person affiliated with OWO shall not be held liable for any compensation or damages (including punitive damages) due to non-performance of the wedding ceremony resulting from such incapacitations, non-arrival, errors and/or omissions of any type. The couple also agree that OWO, its agents, sub-contractors

and employees, and its assigns or any person affiliated with OWO shall not be liable for any special, indirect or consequential damages arising from any delay or breach of the Agreement by us, including without limitation, additional costs incurred with respect to your wedding venue, DJs, musicians, photographers, videographers, caterers, venue, or other wedding service providers.

Couples furthermore acknowledge that the Officiant and OWO, its agents, sub-contractors and employees and its assigns or any person affiliated with the Company are hereby saved harmless from any liability whatsoever if the wedding ceremony cannot be completed as scheduled due to a delay caused in whole or in part by the couple. Couples also agree that the provisions of this paragraph shall survive the termination or expiration of the Agreement, however caused, without limitation.

Postponement and Change of Ceremony Start Time:

Should the Start Time of your Wedding Ceremony change, as defined in the Wedding Ceremony Contract, OWO will do everything possible to accommodate the change. However, there is no guarantee that the Officiant booked will be available at the new time.

In the case of a postponement or rescheduling of a ceremony, OWO will hold the retainer as credit towards the Total Wedding Fee. If the wedding ceremony is not scheduled and completed within twelve (12) months of the original date of your ceremony, as defined in the Wedding Ceremony Contract, the retainer will be forfeited, and the Wedding Ceremony Contract will become null and void and access to our online resources will be terminated.

Backup Officiant:

The couple fully understands and agrees that the Officiant and the Company shall not be responsible or held liable if the Officiant is prohibited from performing the couple's ceremony due to illness, hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, force majeure or any other unforeseen event or occurrence.

If a new Officiant is required the original start time of the ceremony may be delayed. OWO will do everything possible to send a new Officiant to arrive at the ceremony venue as soon as possible.

Digital Images:

We hereby authorize and give our full consent to OWO and its assigns, successors, officers, directors, employees, agents and representatives to use my/our name(s) and likeness/image and the Digital Image in all forms and media for the purposes of publicity, advertising and promotion. We hereby assign all rights in the Digital Image to OWO and hereby waive all rights in and to the Digital Image.

We expressly release OWO and its assigns, successors, officers, directors, employees, agents and representatives from any and all claims and demands arising out of or in connection with any such use of the Digital Image including, without limitation, and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander), or any other cause of action arising out of the publication, distribution, broadcast, exhibition or other exploitation of the Digital Image.

We give this release voluntarily, with full understanding of its contents and with the knowledge that OWO is relying on the foregoing. If the Digital Image is of a minor for whom we have responsibility as parent/guardian, we hereby acknowledge and confirm that we have authority to execute this release on behalf of the minor.

Intellectual Property Content and Copyright:

The Company's website(s) contain or use copyrighted material, inventions, know how, potentially patentable business method material, design logos, phrases, names, logos, HTML code and/or other computer code and/or scripts (collectively, "Intellectual Property Content" or "Content"). This Content, unless otherwise indicated and/or provided pursuant to a third-party license, is our sole property, and we retain all appurtenant rights, interests and title thereto.

We also claim ownership rights under the copyright and trademark laws regarding the "look", "feel", "appearance" and "graphic function" of our website(s), including but not limited to its color combinations, sounds, layouts and designs. You agree and acknowledge that your use of our website(s) does not confer upon you any license or permission to use our Intellectual Property Content and is intended solely for your private, non-commercial use. You shall not reproduce, modify, display, sell, or distribute our Content including, but not limited to, Submitted Information contributed by you, or use our Intellectual Property Content in any other way for public or commercial purposes.

Any reproduction, distribution or use of the content, in whole or in part, is specifically prohibited. Prohibited uses include commercial use, "screen scraping", "database scraping", and any other activity intended to collect, store, reorganize or manipulate the content of this website.

Neither OWO or any third party provides any warranty/guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website, www.enduringpromises.com, as well as any other websites owned and/or managed by OWO. You acknowledge that such information and materials may contain inaccuracies or errors, and we fully exclude liability for any such inaccuracies or errors permitted by law.

Security:

OWO uses industry standard practices to protect personal information, including firewalls and Secure Socket Layers. We utilize several different security techniques to protect data from unauthorized access, but we cannot guarantee the security of our system. We also do not guarantee uninterrupted or secure access to our system, as the operation of our Site can be interrupted by numerous factors outside our control.

Additional Terms:

If the wedding ceremony includes a "Ceremonial Element", the couple is responsible for supplying and bringing the necessary elements to the venue on the day of their ceremony.

If the couple wishes to have the Officiant attend a wedding ceremony rehearsal, the request must be made in writing and needs to be explicitly added to the Wedding Ceremony Contract. An additional fee, as specified on the OWO website, will apply. To ensure that your Officiant is available to lead your rehearsal, we ask for as much notice as possible.

Barring uncontrollable factors as previously detailed above, the Officiant agrees to arrive at the wedding venue listed on the OWO Contract thirty (30) minutes before the defined Start Time of a Personalized Wedding Ceremony. In the case of an Elopement Ceremonies/Legal signing the Officiant will arrive 10 minutes prior to the Start Time stated on the Wedding Ceremony Contract.

Planning your wedding ceremony will require back and forth emails and/or texts between OWO, the Officiant and the couple. Based on the Canadian Anti-Spam Legislation, to communicate with you online, the Company requires your permission to contact you. By signing the Wedding Ceremony Contract, you give your permission that we may contact you to assist in the creation of your wedding ceremony

By selecting “Agree”, I understand that the signature and initials will be the electronic representation of my signature and initials for the purpose of executing this Agreement – just the same as a pen-and-paper signature and/or initials.

Once you give your permission, by acceptance of these Terms & Conditions, you can withdraw it anytime by notifying Ottawa Wedding Officiants by email that you no longer wish to receive any email correspondence from the Company.

Our registered office address is: 1240 Kilborn Place, Suite 24, Ottawa ON K1H 1B4.
The Company can be contacted by email at admin@ottawweddingofficiants.com
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