

## **Warwickshire Registration Service Terms and Conditions**

### **Defined Terms**

**'Us'/'We'/'Our'** Warwickshire Registration Service (part of Warwickshire County Council);

**'You'/'Your'** a person who uses and pays for a service provided by Warwickshire Registration Service;

**'Cancellation Period'** means the period of 14 days following a booking within which you may cancel the booking and you are entitled to a refund (unless stated otherwise herein) in the event that you have made a payment;

**'Data Protection Legislation'** means all applicable data protection and privacy legislation in force from time to time in the UK including, without limitation, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);

**UK GDPR:** has the meaning given in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

### **1. Registration of Births and Deaths**

1.1 If you wish to purchase a copy of a birth or death certificate, this will be available to purchase during your appointment. Additional copies are also available later if needed, they can be purchased online. The current fees for certificates can be found on our website.

### **2. Naming Ceremony Bookings**

2.1 In advance of the ceremony, you must ensure that:

- 2.1.1 all fees have been paid; and
- 2.1.2 you have booked a ceremony venue.

2.2 This ceremony does not confer any legal status or rights; it is optional and is not part of the registration of a birth.

### **3. Civil Marriage/Civil Partnership/Conversion to Marriage Ceremony Bookings**

3.1 Your ceremony booking is accepted on the basis that no legal impediment to your marriage/civil partnership exists, and all legal preliminaries are completed with your local registration district within the specified deadlines and that you have satisfied clauses 3.2 to 3.5.

3.2 All fees have been paid in full.

3.3 Any foreign divorce/dissolution papers must gain approval from the Registrar General where applicable.

3.4 Home Office permission must be granted where applicable.

3.5 You have booked your ceremony venue.

#### **4. DUO Ceremony Package Bookings**

4.1 In England and Wales the legal proceedings of a civil ceremony must take place in a venue that is licensed for marriages and civil partnerships. The DUO ceremony package offered by the Warwickshire Registration Service comprises of a legal marriage/civil partnership in a licensed venue and a celebratory ceremony in an unlicensed location, providing all points under section 3 are satisfied.

4.2 The legal proceedings are: for a marriage, the repeating of the declaratory and contracting words after a superintendent registrar; and for a civil partnership, the signing of the schedule.

4.3 Locations that are not already licensed for marriages and civil partnerships are subject to a health and safety inspection by Warwickshire Registration Service. If an inspection is unsatisfactory your booking will be cancelled and 50% of the booking fee will be refunded.

4.4 In advance of the ceremony you must ensure that:

4.4.1 all fees have been paid in full; and

4.4.2 you have booked your ceremony venue(s).

#### **5. Renewal of Vows Ceremony Bookings**

5.1 In advance of the ceremony you must ensure that:

5.1.1 all fees have been paid; and

5.1.2 you have booked your ceremony venue.

5.2 The renewal of vows ceremony does not confer any legal status or rights.

#### **6. Notice of Marriage / Civil Partnership Appointment Bookings**

6.1 A non-refundable booking fee must be paid at the time of booking your appointment:

<b>Standard Notice</b>	<b>Notice with Home Office Referral</b>
£42 per person	£57 per person

6.2 Should you fail to present with the correct documents at your appointment, you will need to book and pay the fee again in full.

6.3 Consideration of divorces granted outside of England and Wales will incur a fee. This will be payable at your appointment as we must examine the document(s) before we can confirm the fee:

<b>Local authorisation at a Registration Office</b>	<b>General Register Office authorisation</b>
£55	£83

## **7. Ceremony Fees**

7.1 A non-refundable booking fee must be paid at the time of booking your ceremony to secure your date and time:

<b>Licensed Venues or Duo Ceremony Locations</b>	<b>Registration Office Ceremony Rooms</b>	<b>Registrar attendance at Religious Buildings</b>
£120	£120	£120

7.2 If a ceremony is postponed, the non-refundable booking fee that has been paid can be carried forward to your new ceremony date, provided that the confirmation of the new date is received within 12 months' of when the booking fee was first paid. Where 12 months has passed you will be required to make a new booking and pay another booking fee.

7.3 You must make the payment in full for ceremonies taking place within 12 weeks of booking.

7.4 Any amendment(s) to the ceremony e.g. date, including a postponement to a future date to be confirmed, time or venue will incur an administration fee of £40.

7.5 Fees are subject to an annual increase on 1<sup>st</sup> April each year. The amount payable will be the fee applicable on the day of your ceremony.

7.6 The outstanding fee for the ceremony must be paid no later than 12 weeks prior to the date of your ceremony. You will not receive a reminder.

## **8. Cancellations**

8.1 The Cancellation Period applies following a booking for any of the above services that are offered by us.

8.2 Where in these terms and conditions it is stated that monies shall not be refunded following cancellation the money retained by Warwickshire Registration Services in each case represents the cost incurred by Warwickshire Registration Services.

8.3 In the event that you need to cancel your booking you must provide us with notice in writing, this should be by letter or email sent to the office managing your booking. We will only accept the notice of cancellation from you, not any other person.

8.4 All booking fees are non-refundable.

8.5 Where you wish to cancel a booking outside of the Cancellation Period then such cancellation request will be subject to our approval. We reserve the right to not refund any monies paid to cover our costs associated with the booking. You must make your cancellation 24 hours before your appointment by directly contacting the office managing your booking.

## **9. Cancellation of your Ceremony Booking by Warwickshire Registration Service**

9.1 Your civil marriage/civil partnership booking may be cancelled by us if the relevant legal preliminaries have not been completed by you by the required date.

9.2 Your ceremony booking may be cancelled by us if you have not made the necessary payment/s by the required date.

9.3 If we are forced to cancel your ceremony because of the reasons stated above you will not be entitled to any refund of any fees paid.

## **10. Outdoor Ceremonies**

10.1 Following a change in the law, ceremonies are permitted anywhere within the boundary of the land of the licensed premise. The area must be agreed with the venue.

10.2 An outdoor area where the ceremony is to take place must be separate from any other activity at the premises at that time.

10.3 Your venue is required to keep available a room licensed for civil ceremonies, to enable the ceremony to be completed indoors should the weather be unsuitable on the day.

10.4 In the event of bad weather the decision to move the ceremony inside to one of the licensed ceremony rooms must be agreed by the venue and the couple. The decision should ideally be made prior to the Registrars arrival.

## **11. Ceremony Content**

11.1 Warwickshire Registration Service will provide staff to officiate at your ceremony.

11.2 Ceremony planning information will be provided to enable you to personalise your ceremony with your own choice of readings, music and additional wording.

11.3 Readings, personalised vows or other wording must be submitted for approval. It is your responsibility to ensure that you bring to your ceremony any readings you have chosen that are not from our ceremony planning booklet.

11.4 Registrar General regulations state any readings, additional wording and music to be included in the ceremony must not contain any religious connotations. If you are unsure, please contact the registration office managing your booking.

11.5 Warwickshire Registration Service will make the final decision on whether to approve any wording to be used during the ceremony and will not accept any liability for omission which may be caused by reasons beyond its control.

## **12. Room Capacity Guidance**

12.1 The maximum capacity on the venue's license is the total number that can be accommodated in a room. The purpose of setting a maximum capacity is to ensure that all those in the premises, including staff, can safely exit the building within a reasonable time.

12.2 The figure stated on the licence must include everyone in the ceremony room: registration staff, venue staff, musicians, photographer(s), videographer(s), all guests and, for marriages and civil partnerships, also the couple and 2 witnesses.

12.3 Fire regulations state that the maximum number in the room must not exceed the maximum capacity for the room.

12.4 All guests must be seated during the ceremony. Children under 3 years of age are permitted to sit on laps.

## **13. Attendance at your ceremony**

13.1 You should ensure prompt arrival to enable your ceremony to start on time as it will form part of a programme of ceremonies.

13.2 If you arrive late, it may be necessary to reduce your ceremony content for the remaining time available.

## **14. Liabilities**

Warwickshire Registration Service is not liable for:

14.1 Any delay or loss caused by your (or any of your guests) late or non-arrival.

14.2 The failure of any music system provided at the venue, by you or a third party.

14.3 Any loss or compensation where a ceremony is stopped from proceeding because:  
a) It would be void if it went ahead; b) an offence would be committed under the Marriage and Civil Partnership Acts; and c) it would be against public interest.

14.4 Any loss or delay caused by a 'Force Majeure' event.

Force majeure means any cause affecting the performance of obligations arising from acts, events, omissions or non-events beyond a party's reasonable control including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, outbreak or resurgence of any pandemic or epidemic (including without limitation Covid-19), or any government restrictions in response thereto, but excluding any industrial dispute relating to the approval holder, its personnel or agents, or any failure in its supply chain.

14.5 Any decision made by our staff to delay the ceremony is final.

14.6 Warwickshire Registration Service's liability under or in connection with this booking shall be limited in aggregate to the amount of the total fee paid hereunder. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort or arising by breach of statutory duty. Provided that this shall not exclude or limit our liability for:

- death or personal injury caused by our negligence; or
- any fraudulent misrepresentation by us or our staff.

14.7 Approval of the venue is granted in relation to the provision of ceremonies and Warwickshire Registration Service cannot accept liability for any failure or neglect caused by the provider of the approved premises or their staff.

14.8 We strongly recommend that you take out a ceremony insurance policy to cover any losses or expense that you could incur. Warwickshire Registration Service does not recommend any insurance provider.

## **15. Amendments to Terms and Conditions and Severability**

15.1 We reserve the right to amend, change and update these terms and conditions at any time in order to reflect changes in the law and/or market conditions or national emergencies.

15.2 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to render it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the remainder.

15.3 Please refer to our website <https://www.warwickshire.gov.uk/directory-record/672/warwick-registration-office> for our current terms and conditions.

## **16. Contacting Warwickshire Registration Service**

16.1 If you wish to contact us, give feedback or complain about any aspect of your dealings with us, you may do so by emailing [registration@warwickshire.gov.uk](mailto:registration@warwickshire.gov.uk) or 0300 555 0255.

## **17. Data Protection**

17.1 Warwickshire Registration Service will process any personal data in accordance with the principles set out in Data Protection Legislation.

17.2 Warwickshire Registration Service may disclose your data to others, but only where this is necessary, either to comply with our legal obligations or as permitted by the Data Protection Legislation.

17.3 Further information about how your data is processed is set out in Warwickshire County Council's privacy notice, which is available here:  
<https://api.warwickshire.gov.uk/documents/WCCC-634-25>

17.4 More information about your rights in relation to personal data are available on the [Information Commissioner's website](#).