

Warwickshire Registration Service Terms and Conditions

WCC reserves the right to amend, change and update these terms and conditions. Please refer to our website www.warwickshire.gov.uk for our current terms and conditions

1 Civil Marriage/Civil Partnership and Conversion to Marriage Ceremony Bookings

- 1.1 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.
- 1.2 All fees have been paid (see section 4).
- 1.3 Any foreign divorce/dissolution papers must gain approval from the Registrar General where applicable.
- 1.4 Home Office permission must be granted where applicable.
- 1.5 You have booked your venue.

2 Duo Ceremonies

If a couple wants their ceremony to be held in an unlicensed location, Warwickshire Registration Service are happy to try and accommodate this by offering a 'Licensed Venue Duo' or 'Your Choice Duo' ceremony, a two stage process where a celebratory ceremony takes place in an unlicensed area and the legal proceedings taking place in a licensed area.

The legal proceedings of a marriage are the speaking of the declaratory and contracting words and the signing of the register. The legal element of a civil partnership is the signing of the civil partnership schedule.

Licensed Venue Duo ceremonies can take place at any of our licensed venues. The celebratory ceremony can take place anywhere at the venue and it is your responsibility to inform them of your preferred ceremony location and they must be in agreement with your wishes. When booking you must also notify the relevant registration office holding your booking of the ceremony location. The legal proceedings will take place in a licensed room or structure at the venue.

Your Choice Duo ceremonies allow you to choose an unlicensed location of your choice for the celebratory ceremony, with the legal proceedings taking place at one of Warwickshire Registration Service's offices within the three weeks before your celebratory ceremony. After you have made a booking a registration manager will visit the site to complete a health and safety inspection, and if successful we will confirm your ceremony booking.

- 2.1 Your ceremony booking is accepted on the basis that you satisfy all the criteria in Section 1 above.
- 2.2 You understand that you will not be legally married/your civil partnership will not be legally formed until the legal proceedings in a licensed room have taken place.

2.3 In the event of inclement weather you should have an alternative inside location arranged that can accommodate all persons present. For a Licensed Venue Duo ceremony, the location must be one of the licensed rooms in the venue named on your notices of marriage/civil partnership and it must be covered by a fire risk assessment for the total number of people present at the ceremony.

2.4 You understand that if a health and safety inspection is unsuccessful and the ceremony location is deemed unsuitable, Warwickshire Registration Service will automatically cancel your booking and you will receive a £50.00 refund of the £100.00 deposit that you have paid.

3 Naming & Renewal of Vows Ceremony Bookings

3.1 Your ceremony booking is accepted on the basis that all fees have been paid (see section 4).

3.2 You have booked your venue. Alternatively if the ceremony is to take place in a location of your choice, after you have made a booking a registration manager will visit the site to complete a health and safety inspection, and if successful we will confirm your ceremony booking.

3.3 You understand that if a health and safety inspection is unsuccessful and the ceremony location is deemed unsuitable, Warwickshire Registration Service will automatically cancel your booking and you will receive a £50.00 refund of the £100.00 deposit that you have paid.

3.4 You understand that these ceremonies do not confer any legal status or rights.

4 Ceremony Fees

4.1. Non-refundable deposits are to be paid at the time of booking a ceremony in order to secure your date and time:

£120 for a Licensed Venue; £100 for Registration Office Ceremony Rooms; and £100 for a celebratory ceremony in a location of your choice, to include Your Choice Duo, Naming or Renewal of Vows Ceremonies (£100 becomes non-refundable after a successful health and safety inspection, if the inspection is unsuccessful your booking will be cancelled and £50 will be refunded).

4.2 If a ceremony is postponed, the non-refundable deposit already paid can be carried forward as the deposit for the new date for the ceremony, provided that the confirmation of the new date is received within 12 months' of the deposit being first paid.

4.3 For ceremonies taking place within 12 weeks of booking, the full fee will be payable when booking.

4.4 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 £30.

4.5 Fees are subject to an annual increase on 1st April each year. The amount payable will be the fee applicable on the day of your ceremony. Please check with the registration office if you are unsure of the remaining amount.

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

4.7 All fees are inclusive of VAT.

5 Cancellation of Ceremony Bookings

5.1 In the event that you need to cancel your ceremony booking you must provide us with notice in writing, this may be by letter or email sent to the office managing your booking.

5.2 Refund table

8 weeks or more before the date of your ceremony	Within 3 to 8 weeks of the date of your ceremony	Within 3 weeks or less of the date of your ceremony
A refund of the <u>balance</u> of the fees paid.	A refund of 50% of the balance of the fees paid.	No refund is payable.

6 Cancellation of your Ceremony Booking by Warwickshire Registration Service

6.1 Your civil marriage/civil partnership booking may be cancelled if legal preliminaries are not completed by the required date.

6.2 Your ceremony booking may be cancelled if the balance for your ceremony has not been paid by the required date.

6.3 If Warwickshire Registration Service is forced to cancel your ceremony because of the reasons stated above you will not be entitled to any refund of any fees paid.

6.4 Your Choice Duo celebratory ceremony locations that do not pass a health and safety inspection will be cancelled.

7 Ceremonies in Permanent Licensed Outdoor Structures

7.1 The 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.

7.2 Warwickshire Registration Service cannot be held responsible if the room available does not have enough space for all the guests to witness the ceremony. This is a matter for the venue to discuss and agree.

7.3 The registration officer will make the final decision as to where it will be appropriate to complete the ceremony.

8 Ceremony Content

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

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

8.3 Any readings or personalised vows or wording must be submitted to the registration office managing your booking for approval. Please send your completed ceremony planning form no later than two months prior to your ceremony.

8.4 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.

8.5 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.

9 Room Capacity Guidance

9.1 The maximum capacity on the venues licence 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.

9.2 The figure stated on the licence must also include: the couple, all guests, two registration staff, photographers, videographers, musicians, and venue staff.

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

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

10 Attendance at your ceremony

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

10.2 If you arrive late it may be necessary to reduce your ceremony to the essential elements for the remaining time available.

11 Liabilities

Warwickshire Registration Service is not liable for:

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

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

11.3 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.

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

11.5 Any decision made by registration staff in attendance to delay the ceremony.

11.6 Warwickshire Registration Service's liability under or in connection with this booking shall be limited to the amount of the total fee, for each and every claim arising out of this booking. 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 the Service's liability for:

- death or personal injury caused by the Service's negligence; or
- fraudulent misrepresentation.

11.7 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 approved premises or their staff.

11.8 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 particular insurance provider.