

## Hereford Registration Service (HRS)

### CEREMONIES

### TERMS AND CONDITIONS

Herefordshire Council and the Registration Service reserves the right to amend, change and update these terms and conditions.

Please read these terms carefully before completing your booking. These terms tell you how Herefordshire Council will provide the ceremony services to you, how you and Herefordshire Council may change or end the booking and what to do if there is a problem and other important information.

**By booking with Herefordshire Registration Service you are deemed to have accepted the Terms and Conditions below.**

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## **1. Marriage and Civil Partnership Ceremony Bookings**

Your ceremony booking is accepted by Hereford Registration Service subject to the following terms and conditions:

- 1.1. You have booked your venue
- 1.2. No legal impediment to the marriage or civil partnership exists
- 1.3. Legal preliminaries are completed within the statutory timescale
- 1.4. Any foreign divorce/dissolution papers are accepted by the Registrar General where applicable
- 1.5. Home Office permission is granted where applicable
- 1.6. The booking fee is paid at the time of booking. (see section 3).

## **2. Other Ceremony Bookings**

This includes Naming Ceremony, Reaffirmation of Vows, Commitment Ceremony, Civil Partnership Conversion Ceremony Bookings.

These bookings are accepted by Hereford Registration Service subject to the following terms and conditions.

- 2.1. You must provide evidence that the birth, marriage has taken place, and in the case of a conversion ceremony from Civil Partnership to Marriage, you must have completed part 1 of the conversion process.
- 2.2. The booking fee has been paid at the time of booking (see section 3)
- 2.3. You understand that these ceremonies do not confer any legal status or rights. In the case of conversion ceremonies it is the signing of the declaration which changes your legal status and not the ceremony.
- 2.4. You have booked your venue.

## **3. Booking Fee Arrangements**

3.1. Hereford Registration Service accepts bookings for ceremonies up to 2 years in advance. A booking fee is payable to hold the date of your ceremony; current rates are available on the website and subject to change. This fee is non-refundable and non-transferable.

Please note that:

- Full payment is due at the time of booking for ceremonies booked less than 3 months in advance and for ceremonies booked in the statutory register office.

#### **4. Ceremony Fees**

4.1. Payment of all ceremony fees in full is due a minimum of 3 months in advance of the date of the ceremony.

4.2. Ceremony Fees are subject to annual review. The amount payable will be the fee applicable on the day of your ceremony. Please check with Hereford Registration Service if you are unsure of the remaining amount.

4.3. All fees are inclusive of any VAT.

#### **5. Amendments to Ceremony Bookings**

5.1. Should you wish to amend the time or date of your ceremony, you will need to contact Hereford Registration Service. Any request will be considered in relation to existing bookings and commitments. Requests can only be honoured where it is possible to do so without disrupting the arrangements of other couples.

5.2. Where it is possible for Hereford Registration Service to agree to a request for a change to the date or time of your ceremony, this will incur an administration fee payable at the time of request. Latest costs can be found on the website.

5.3. Should you wish to change the venue at which your ceremony will take place, you will need to give a fresh notice of marriage which will necessitate the payment of additional notice fees.

#### **6. Ceremony Cancellation and Refunds**

6.1. Should you wish to cancel a ceremony booking, one or both parties to the ceremony must do so in writing or by email to [ceremonies@herefordshire.gov.uk](mailto:ceremonies@herefordshire.gov.uk)

6.2. In the event of cancellation, the following refund amount will be due

<b>Timeframe</b>	<b>Refund</b>
More than 3 calendar months' notice	All Ceremony Fees
1 to 3 calendar months' notice	50% of all ceremony fees
Less than 1 calendar month notice	No refund payable

**Please note:**

- Notice of Marriage or Civil Partnership fees are separate statutory fees and are not refundable
- Booking fees are non-refundable

## **7. Cancellation of Ceremony Bookings by Hereford Registration Service**

7.1. Hereford Registration Service reserve the right to cancel your ceremony booking in the event that:

- The booking fee has not been paid within 3 working days of request
- Legal preliminaries cannot be completed (Marriages, Civil Partnerships, CP Conversions to Marriage)
- The ceremony fee has not been paid in full by the due date

If Hereford Registration Service cancels your booking in any of these circumstances you will not be entitled to any refund of any of the fees paid.

## **8. Other circumstances for which Herefordshire Council will not be liable for financial losses, delay, postponement or cancellation of your ceremony**

8.1. Where a legal impediment to marriage or civil partnership has been alleged to exist the Superintendent Registrar has a duty to investigate before the ceremony may take place.

8.2. Where either of the parties to a marriage or civil partnership appears to be acting under duress a Registrar has a legal obligation to halt proceedings.

8.3. Where either of the parties to a marriage or civil partnership appears to be intoxicated through alcohol or drugs and is therefore unable to understand the nature and purport of the ceremony a Registrar has a legal obligation to stop proceedings.

8.4. Where either of the parties to a marriage or civil partnership appears to lack the mental capacity to understand the nature and purport of the ceremony a registrar has a legal obligation to halt proceedings.

8.5. Where a foreign divorce or dissolution document has been submitted for approval to the Registrar General and approval is denied or delayed preventing the ceremony taking place.

## **9. Ceremonies in Permanent Licensed Outdoor Structures**

9.1. The venue is required to keep available a room which is licensed for civil marriage to enable the ceremony to be completed indoors should the weather be unsuitable on the day.

9.2. Hereford Registration Service cannot be held responsible if the room available does not have enough space for all guests to witness the ceremony. This is a matter for the

venue and couple to discuss and agree in advance. (See section 12 Room Capacity Guidance).

9.3. A ceremony in an outside structure will not take place outside in certain weather conditions; for example persistent rain, hail, sleet, snow, uncomfortably low or high temperatures or other extreme conditions such as windy weather or where there are unsuitable ground conditions e.g. wet underfoot, muddy conditions.

9.4. Hereford Registration Service (and the Registration Officers in attendance) reserve the right to refuse to conduct a ceremony if, in their opinion, the weather is not suitable or the conditions in which the ceremony is to take place are unsuitable. The final decision rests with the Registration Officers in attendance.

## **10. Ceremony Content**

10.1. Hereford Registration Service will provide staff to officiate at your ceremony

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

10.3. Hereford Registration Service will advise you of any prescribed legal words for your ceremony and will provide a ceremony format for your information.

10.4. Any music, readings or additional wording must be submitted to the Superintendent Registrar for approval 3 months in advance of your ceremony date or if the ceremony has been booked at short notice at the time of your booking confirmation.

10.5. Any inclusions in your ceremony must not be religious in content or association. The Superintendent Registrar will make the final decision on whether any inclusions are acceptable. Hereford Registration Service will not accept any liability for any omission which may be caused by reasons beyond its control.

10.6 For ceremonies in Herefordshire Council venues, all music, once agreed, will be provided by the couple.

## **11. Your Arrival At Your Ceremony**

11.1. You should ensure prompt arrival to enable your ceremony to take place on time. The time you have booked for your ceremony is the time it is expected to start.

11.2. If you arrive more than 15 minutes after the time your ceremony was booked for, Hereford Registration Service (and Registration Officers in attendance) will at its sole discretion either:

- Reduce your ceremony to the essential legal elements for the remaining time available
- Charge you the fee paid and treat the situation as a non-attendance

- Offer a later ceremony time the same day, subject to availability and a fresh separate fee.
- Offer a ceremony at a future date, subject to availability and payment of a fresh, separate fee applicable to the financial year, date and time.
- The same provisions apply where the start of the ceremony is delayed due to the non-arrival of any other family member or guest

These conditions have been introduced to protect other ceremonies which are due to take place later in the day from running late due to the negligence of others earlier in the day. Arriving fashionably late can cause unacceptable inconvenience for others.

In the event of the non-attendance of the couple or in the case of a naming ceremony the parents of the child, Hereford Registration Service will treat this as a non-attendance and will not refund any fees paid.

## **12. Room Capacity Guidance**

12.1. The maximum capacity of any room licensed for ceremonies is the total number of people who can be accommodated in the room.

12.2. The reason for setting a maximum capacity is to ensure that all those in attendance in the premises including staff, can safely exit the building in a reasonable time.

12.3. The room capacity quoted includes the ceremony party; the list below provides for what would constitute the ceremony party:

- The couple
- 2 witnesses
- 2 registrars
- 1 ceremony co-ordinator (approved venues only)

The number of spaces left will include space for:

Child in pushchair/buggy = 1 person

Photographer = 1 person

Videographer = 1 person

Mobility Scooter = 2 persons

String Quartet = 8 persons (4 people plus instruments)

For further clarification: if a child can sit unaided they should occupy a seat; if they are a babe in arms, they are permitted to be held by a person seated and therefore would not be counted within the total seating capacity.

If a child is seated in a buggy or similar this counts as one seat and therefore included within the total seating capacity. Example: Someone getting married in a room with a maximum capacity of 50, with a Photographer, videographer, a child in a pushchair and a

string quartet would need to deduct 18 off the maximum room capacity thus allowing a further 32 guests.

### **13. Liabilities**

13.1. Herefordshire Council will not accept liability for:

- The failure of any music system provided at the venue by you or a third party
- The delay or loss caused by your late arrival or the late arrival of guests
- Any loss caused by a request from you or your representatives to delay the ceremony
- Any loss of compensation where a ceremony is stopped from proceeding because:
  - It would be void if it went ahead
  - An offence would be committed under the Marriage and Civil Partnership Acts or Immigration Acts.
  - It would be against the public interest
  - Any loss or delay caused by a “Force Majeure” event.
  - Any decision made by registration staff in attendance to delay the ceremony i.e. an objection.
  - Herefordshire Council’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 Council’s liability for: Death or personal injury caused by Hereford Registration Service negligence or; fraudulent misrepresentation

13.2. The approval of the venue for marriages and civil partnerships is granted in relation to the provision of ceremonies only, Herefordshire Council cannot accept liability for the failure or neglect caused by the venue or the staff of the venue.

13.3. You may wish to take out a ceremony insurance policy to cover any losses or expense that you could incur. Herefordshire Council cannot recommend any particular insurance provider.

### **14. General**

14.1. In the event of an emergency, disaster or extreme weather conditions (including but not limited to war, civil disturbance, armed conflict, terrorist attack, government action, fire, flood, snow, pandemic or epidemic) Hereford Registration Service will do everything possible to ensure that your ceremony takes place on your chosen day. However, Hereford Registration Service cannot be held responsible and is not liable for any ceremony which has to be cancelled as a result of such events which are outside our control. You may wish to consider taking out ceremony insurance to cover losses or expenses incurred in the case of such events.

14.2. Marriages and civil partnerships at approved venues can be followed by a celebration, commemoration or blessing providing that it is not a religious marriage ceremony and is completely separate from the civil ceremony. There must be a clear break between the legal ceremony and a follow on ceremony.

14.3. Other than assistance animals, no other animal will be allowed entry into your ceremony where it is held in a Herefordshire Council owned venue. For other non-Herefordshire Council owned Venues please check with the venue regarding their policy. Hereford Registration Service must be informed of any assistance animals or other animals requested in order that appropriate registration staff may be allocated.

14.4. Ceremonies can only usually be conducted by Hereford Registration Service. Where you would like a legal ceremony to be conducted by a friend or family member or a registration officer from another registration district you must contact Herefordshire Council's Superintendent Registrar in the first instance to see if this is possible and whether or not it can be accommodated.

14.5. For those of you getting married in an approved venue, the grant of approval is made entirely for the purposes of the provision of ceremonies. Herefordshire Council cannot accept liability for any failure or neglect on the part of the venue, of any agreement between you and the venue for the use or provision of any services and/or facilities, including cancellation by the venue.

14.6. It is not permitted to consume any food or drink (including alcohol) in the room in which a marriage or civil partnership is to take place, for 1 hour beforehand or during the ceremony.

14.7. Two witnesses are required for a civil marriage or civil partnership; and it is the responsibility of the couple to provide these. Witnesses must be able to testify to what they have seen and heard should this be necessary, so our local policy is that witnesses be over the age of 18 years and speak and understand English. Hereford Registration Service staff cannot act as witnesses at a ceremony.

14.8 You must have a sufficiently good understanding of English to be able to answer the questions asked by the Registration Officer before the ceremony; and to accurately speak the declaratory and contracting words during the ceremony. If you are not able to do this without an interpreter, it is your responsibility to arrange an interpreter to attend the ceremony and they will need to sign as one of your witnesses. Please advise us of the use of an interpreter when submitting your ceremony planning pack so we can provide them a copy of the script to be used.

14.9 If the ceremony is being filmed, or you are using an official photographer, it is your responsibility – together with the venue – to ensure all guests are aware this is taking place and to deal with any objections.

14.10. Any complaint or claim against Hereford Registration Service should be made in writing or by email as soon as reasonably practicable to:

Herefordshire Register Office, Town Hall, St Owen Street, Hereford, HR1 2PJ



Email [ceremonies@herefordshire.gov.uk](mailto:ceremonies@herefordshire.gov.uk)

14.11. Words and phrases contained in these terms and conditions shall be interpreted as follows:

**Marriage and Civil Partnership Acts** – Means the Acts of Parliament (and any regulations covering these Acts) covering the legal preliminaries to and the solemnisation and registration of a civil marriage/civil partnership made either in a register office or approved venue within England and Wales.

**Venue** – means premises approved by Hereford Registration Service under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnisation and registration of civil marriages and civil partnerships.

These terms and conditions must be read in conjunction with our schedule of fees.

Please visit: [Organise a marriage and civil ceremony – Herefordshire Council](#)

*We may write to you after your ceremony to ask you to complete a short survey. You are under no obligation to complete this survey. If you do, any personal data you provide will be used in accordance with the Data Protection Act 1998. The information you provide will be used for statistical analysis, management, planning and provision of service by the Council and its partners. The information will be held in accordance with the Council's records management and retention policy, and will not be used for marketing purposes by the Council or any third party*

## **15. Legal Preliminaries to Marriage /Civil Partnership (Giving Notice)**

Your ceremony cannot take place unless **you complete your legal preliminaries by giving notice of marriage or civil partnership.**

## **16. FAQ's**

**Q Where do we give notice?**

**A If you are both either British or EEA nationals,**

You both must give notice of marriage or civil partnership in person to the registrars for the district in which you live.

**If one or both of you is subject to immigration control**

You both must give notice of marriage at a designated register office, of which there are 75 across England and Wales, a full list of these offices can be found at

<https://www.gov.uk/government/publications/designated-register-offices-in-england-and-wales>

**Q Do we need to make an appointment to give notice?**

A Yes.

**Q When should we give notice?**

Notice of Marriage/Civil Partnership must be given at least 29 clear days before the planned date of the ceremony.

This period may be extended if either of you are subject to immigration control or have a foreign divorce (either of which can extend the minimum waiting period to 70 days).

You cannot give notice more than 12 months before the date of your ceremony.

**Q Can we change our minds about our venue after we have given notice of marriage?**

A If you change your mind about your venue and have already given notice, you will have to give fresh notices of marriage and begin the process again; fresh fees will also be payable. There is no provision in law to alter the venue specified.

**Q How long do we have to wait once notice has been given before our ceremony can take place?**

A For those couples where both parties are British or EEA nationals, 29 clear days must pass before a ceremony can take place.

For those couples where one or both are subject to immigration control a minimum of 29 days must pass before a ceremony can take place. If you do not have the appropriate marriage visa or immigration clearance this period can be extended by the Home Office to up to 70 days.

**Q How much does it cost to give notice?**

A. It costs £35.00 each to give a legal notice of marriage, if you are subject to immigration control you may be asked to pay an additional £12.00 each if it is necessary for the registrar to refer you marriage/civil partnership notice to the home office.

**Q What documents do we need to bring along for the Registrar to see at our notice of marriage appointment?**

A. The documentary evidence which must be provided is prescribed by law and the registrar has no discretion. It is entirely your responsibility to make sure that you can satisfy the evidential requirements. The table below shows what evidence is required in most circumstances, more information is available by visiting

<https://www.gov.uk/marriages-civil-partnerships/documents-to-take-to-the-register-office>

Evidence Of	British	EEA	Non EEA
Nationality, date of birth,	<b>Valid Passport Or Born before 01/01/1983</b> – A UK birth certificate <b>Or Born after 01/01/1983</b> – a full UK birth certificate showing parents details, and the birth certificate of your mother (if she was born in the UK) or the birth certificate of your father if your parents were married at the time of your birth	<b>Valid Passport Or Valid national identity card</b> issued by an EEA state or Switzerland	<b>Valid Passport Or a valid biometric immigration document Or a valid travel document issued in the UK at the discretion of the Secretary of State</b>
Name and Surname and Address  Photocopies are not acceptable	Utility bill dated no more than three months before the date on which notice of marriage is given; or Bank or building society statement or passbook dated no more than one month before the date on which notice of marriage is given; or Council tax bill dated no more than one year before the date on which notice of marriage is given; or Mortgage statement dated no more than one year before the date on which notice of marriage is given; or Current residential tenancy agreement; or valid driving licence in the name of the person giving notice of marriage and showing that persons current home address. or A letter from the owner or proprietor of the address which is your place of residence. The letter will need to state : that the person giving notice has resided at the address for at least 7 days immediately prior to the date on which notice of marriage is given, state that the person providing the letter is the owner or proprietor state the name, address and is signed by the person providing the letter		

Evidence Of	British	EEA	Non EEA
<p>That any previous marriage or civil partnership had ended and you are free to marry</p> <p>Photocopies are not acceptable</p>	<p>If you are divorced :</p> <p>A decree absolute bearing the original seal of the issuing court. If your divorce document is not in English, you will need to provide a translation.</p> <p>If you are widowed:</p> <p>You will need to provide the death certificate of your former husband or wife. If this document is not in English then a translation will be required.</p>		

### How to contact Hereford Registration Service

Email [ceremonies@herefordshire.gov.uk](mailto:ceremonies@herefordshire.gov.uk)

Phone 01432 260565

Herefordshire Register Office

Town Hall

St Owen Street

Hereford

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