

# <u>Leicestershire Registration Service</u> Ceremony Terms and Conditions

These terms and conditions must be read in conjunction with our schedule of fees found at www.celebrateinleicestershire.co.uk/fees

#### Glossary

Words and phrases shall be interpreted as follows;

**LRS** - means Leicestershire Registration Service. Any reference in these conditions to Leicestershire Registration Service shall also refer to Leicestershire County Council in so far as they relate to its legal responsibilities and obligations.

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

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

#### Civil marriage/civil partnership ceremonies

### Your ceremony booking is accepted on the condition that:

- No legal impediment to the marriage or civil partnership exists and legal preliminaries are completed within statutory timescales.
- Any foreign divorce/dissolution papers are accepted by the Registrar General where applicable.
- Home Office permission is granted where applicable.
- A booking fee is payable at the time of booking. This is non-refundable and covers the cost of the initial work that we do to reserve and organise your ceremony.
- A ceremony fee (minus the booking fee) is payable either at the time of booking or by 8 weeks prior to the date of the ceremony, whichever is the nearer date to the day of the ceremony.

#### **Cancellation and refunds**

All cancellations must be received in writing or by email from either of the two parties contracting their marriage or civil partnership.

### Providing full payment has been made:

- If cancellation is received **12 or more months** prior to the date of the ceremony, the **full amount** (minus the booking fee) will be returned to you.
- If cancellation is received **between 6 weeks and 12 months** prior to the date of the ceremony, **50% of the fee** will be returned to you.
- If cancellation is received **between 2 and 6 weeks** prior to the date of the ceremony, **25% of the fee** will be returned to you.

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• If cancellation is received **less than 2 weeks** prior to the date of the ceremony, **no fee** will be returned to you.

The amount of your payment that we retain represents the financial loss to us when you cancel your ceremony. We will take steps to reduce this loss; however, you will appreciate that we cannot always re-sell a ceremony slot at short notice.

### Your ceremony may be cancelled if:

- The booking confirmation fee has not been paid.
- Legal preliminaries cannot be completed.
- The ceremony fee has not been paid.

If you do not meet the above conditions and we cancel your ceremony, you will not be entitled to any refund.

### Cancellation/changes

- The couple must request all cancellations or changes, by letter or email to the Registration Service at County Hall.
- Changes to the ceremony arrangements (time, date or location) may incur a ceremony amendment fee. You should also be aware that you may have to complete new legal preliminaries if you change your venue and pay the difference in fees if you change your date.

### Ceremonies in gazebos or other outside structures

- The venue is required to keep a backup room (licensed for civil ceremonies); available to complete the ceremony indoors should the weather be unsuitable on the day.
- LRS (Leicestershire Registration Service) cannot be held responsible if the backup room does not have enough space for all the guests to witness the ceremony. This is a matter for the venue and the couple to discuss and agree.
- The registration officer will make the final decision as to where it will be appropriate to complete the ceremony.

### **Ceremony content**

- For a Registration Office ceremony, you will be given a selection of ring vows and readings to choose from.
- For an Approved Premises ceremony, you will be advised of the obligatory legal words and given
  a ceremony structure beforehand. You may suggest your own selections and every effort will be
  made to include these provided the content is seemly and dignified and does not have a religious
  connotation.
- LRS will make the final decision on any wording used and will not accept any liability for omission which may be caused by reasons beyond its control.
- LRS provides a secular ceremony which cannot include any religious content. This includes any reading, hymn, carol or song that contains religious messages or references.

### **Room capacity**

• For fire, safety and comfort if the number of guests exceeds the capacity of the room some guests may be excluded from the ceremony.

#### Liability

## We 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.
- Any loss caused by a request from you or your representatives to delay the ceremony.
- 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.

#### General

- If you are choosing to hold any other ceremony along with your civil marriage/civil partnership, this should take place after the civil ceremony. If you choose to hold any other ceremony before your civil ceremony, this could affect the validity of your legal ceremony. Leicestershire County Council advises you to hold any other ceremony after the civil ceremony and if you chose not to follow this advice, Leicestershire County Council cannot be held responsible for any legal consequences in the future. Other ceremonies could be religious or non-religious and also include blessings.
- 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) LRS will do everything it can to ensure your ceremony takes place on your chosen day. However, LRS 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. We recommend you consider taking out ceremony insurance to cover losses or expenses incurred in the case of such events.
- Any reference to working days does not include Saturday, Sunday, Bank or Public holidays.
- Other than assistance animals no other animal will be allowed into your ceremony.
- Ceremonies can only be conducted by Leicestershire Registration Service's staff.
- Approval of the venue is granted only in connection with the provision of ceremonies and LRS
  cannot accept liability for the failure or neglect on behalf 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.
- Any complaint or claim against LRS should be made as soon as reasonably practicable to;
   The Registration Service Manager, Leicestershire County Council, County Hall, Glenfield, Leicestershire, LE3 8RA.
- If you fail to attend your ceremony the fee paid is non-refundable.

We may contact you after your ceremony to ask you to complete a short survey. You are under no obligation to complete this survey, but 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 the provision of services by the county 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 county council or a third party.