



## **Shropshire Registration & Celebratory Services (SRCS) provided by Shropshire Council**

(Issued 28<sup>th</sup> September 2017)

### **TERMS AND CONDITIONS**

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

By booking with Shropshire Registration & Celebratory 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 Shropshire Registration & Celebratory Services 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. A non-refundable deposit or booking fee is paid at the time of booking. (see section 3).

## **2. Naming Ceremony / Reaffirmation of Vows Ceremony/ Commitment Ceremony/Conversion Ceremony Bookings**

These bookings are accepted by Shropshire Registration & Celebratory Services 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. All deposit or booking fees have 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. Shropshire Registration & Celebratory Services accepts booking for ceremonies up to 2 years in advance. The following booking fees are payable dependent on how far in advance the ceremony is booked.

- Less than 3 months in advance of the date of the wedding full payment is due at the time of booking.
- From 3 months and 1 day to 1 year in advance of the date of the wedding – £46.00 non-refundable and non-transferable deposit. This fee is deductible from the overall cost of the ceremony
- From over 1 year and 1 day to 2 years in advance of the date of the wedding – £60.00 non-refundable and non-transferable booking fee is payable. This fee is not deductible from the overall cost of the ceremony; it is an additional charge.

In the case of the £60.00 booking fee payable for bookings made between 1 year and 1 day and 2 years in advance of your planned wedding date, this is an additional fee to reflect the additional work carried out by Shropshire Registration & Celebratory Services to facilitate couples booking their venues and securing dates and times for ceremonies and attendance of registration staff well in advance to minimise the chance that registrars may not be able to attend during peak times. Nationally Registration Services are only obligated to take bookings within 12 months of the ceremony. This additional service has been established to assist couples and venues alike.

#### 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. Prices may be increased from the 1<sup>st</sup> April each year. The amount payable will be the fee applicable on the day of your ceremony. Please check with Shropshire Registration & Celebratory Services 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 Shropshire Registration & Celebratory Services. 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 Shropshire Registration & Celebratory Services to accede to a request for a change to date or time of your ceremony, this will attract an administration fee of £25.00, payable at the time of request.
- 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 fresh 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 Shropshire Registration & Celebratory Services.
- 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 paid less any booking fee or deposit paid
1 to 3 calendar months' notice	50% of all ceremony fees paid less any booking fee or deposit paid
Less than 1 calendar month notice	No refund payable

(Notice of Marriage or Civil Partnership fees are separate statutory fees and are not refundable)

The sliding scale relating to the percentage of fees retained by Shropshire Council in the event of a cancellation reflects the financial loss to Shropshire Registration & Celebratory Services.

#### 7. **Cancellation of Ceremony Bookings by Shropshire Registration & Celebratory Services**

- 7.1. Shropshire Registration & Celebratory Services reserve the right to cancel your ceremony booking in the event that:

The deposit or 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 Shropshire Registration & Celebratory Services 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 Shropshire 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. Shropshire Registration & Celebratory Services 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.
- 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. Shropshire Registration & Celebratory Services (Registrars 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. Shropshire Registration & Celebratory Services 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. Shropshire Registration & Celebratory Services 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. Shropshire Registration & Celebratory Services will not accept any liability for any omission which may be caused by reasons beyond its control.

## **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, Shropshire Registration & Celebratory Services 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, Shropshire Registration & Celebratory Services will treat this as a no show 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 which 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 be the ceremony party at a marriage:
  - 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. Shropshire 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:
  - a) It would be void if it went ahead
  - b) An offence would be committed under the Marriage and Civil Partnership Acts or Immigration Acts.
  - c) It would be against the public interest
  - d) Any loss or delay caused by a "Force Majeure" event.
  - e) Any decision made by registration staff in attendance to delay the ceremony i.e. an objection.
  - f) Shropshire 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 Shropshire Registration & Celebratory Services 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, Shropshire Council cannot accept liability for the failure or neglect caused by the venue or the staff of the venue.

13.3. We strongly recommend that you take out a ceremony insurance policy to cover any losses or expense that you could incur. Shropshire Council do not 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) Shropshire Registration & Celebratory Services will do everything possible to ensure that your ceremony takes place on your chosen day. However, Shropshire Registration & Celebratory Services 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 that you 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 Shropshire Council owned Venue. For other non-Shropshire Council owned Venues please check with the venue regarding their policy. Shropshire Registration & Celebratory Services 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 Shropshire Registration & Celebratory Services. 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 Shropshire 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. Shropshire 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. It is the responsibility of the couple to provide any witnesses required for marriage and or civil partnerships. Local policy requires that your witnesses must be over the age of 16 years and speak and understand English. Shropshire Registration & Celebratory Services staff cannot act as witnesses at a ceremony.
- 14.8. Any complaint or claim against Shropshire Registration & Celebratory Services should be made in writing or by email as soon as reasonably practicable to:

**The Registration & Coroners Service Manager, Shropshire Council, Shirehall, Shrewsbury, Shropshire, SY2 6ND** email [karen.burton@shropshire.gov.uk](mailto:karen.burton@shropshire.gov.uk)

**14.9. 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 Shropshire Registration & Celebratory Services under the Civil Marriage s 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:** <http://new.shropshire.gov.uk/births-and-marriages/our-fees/>

*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.**

**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 of 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?**

**A** *Notice of marriage can be given 12 calendar months before the date of your wedding.*



*If you have booked a ceremony you will be told to give notice within a month of making the booking,*

*If you have booked your ceremony more than 12 months in advance you should give notice between 12 and 11 months in advance of the date of your ceremony.*

*Notice of Marriage must be given at least 28 clear days before the planned date of the 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 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, 28 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 28 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</b> <b>Or</b> <b>Born before 01/01/1983</b> – A UK birth certificate <b>Or</b> <b>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	<b>Valid Passport</b> <b>Or</b> <b>Valid national identity card</b> issued by an EEA state or Switzerland	<b>Valid Passport</b> <b>Or</b> <b>a valid biometric immigration document</b> <b>Or</b> <b>a valid travel document issued in the UK at the discretion of the Secretary of State</b>

	certificate of your father if your parents were married at the time of your birth		
Name and Surname  Photocopies are not acceptable	Valid Passport or utility bill dated no more than three months before the date on which notice of marriage is given; <input type="checkbox"/> bank or building society statement or passbook dated no more than one month before the date on which notice of marriage is given; <input type="checkbox"/> council tax bill dated no more than one year before the date on which notice of marriage is given; <input type="checkbox"/> mortgage statement dated no more than one year before the date on which notice of marriage is given; <input type="checkbox"/> current residential tenancy agreement; <input type="checkbox"/> valid driving licence in the name of the person giving notice of marriage <input type="checkbox"/> current residential tenancy agreement;		
Place of residence  Photocopies are not acceptable	utility bill dated no more than three months before the date on which notice of marriage is given; or <input type="checkbox"/> bank or building society statement or passbook dated no more than one month before the date on which notice of marriage is given; or <input type="checkbox"/> council tax bill dated no more than one year before the date on which notice of marriage is given; or <input type="checkbox"/> mortgage statement dated no more than one year before the date on which notice of marriage is given; or <input type="checkbox"/> current residential tenancy agreement; or <input type="checkbox"/> 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 :  <input type="checkbox"/> 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, <input type="checkbox"/> state that the person providing the letter is the owner or proprietor <input type="checkbox"/> state the name, address and is signed by the person providing the letter		
That any previous marriage or civil partnership had	If you are divorced : 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.  If you are widowed:		

ended and you are free to marry  Photocopies are not acceptable	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.
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How to contact Shropshire Registration & Celebratory Services – you can contact Shropshire Registration & Celebratory Services by telephoning us at 0345 678 9016 or by writing to us...

[registrars@shropshire.gov.uk](mailto:registrars@shropshire.gov.uk)

Or

Shropshire Registration & Celebratory Services  
C/O Shropshire Council  
The Register Office  
Shirehall  
Abbey Foregate,  
Shrewsbury. SY2 6ND