



## TERMS AND CONDITIONS – CIVIL CEREMONIES

### **General**

- Approval of a Venue Licence is granted only in connection with the provision of ceremonies. Norfolk Registration Service (Norfolk Registrars) cannot accept liability for the failure or neglect, on behalf of the Venue, in relation to any agreement between you and the Venue for the use or provision of any services and /or facilities.
- It is your responsibility to ensure that you have two nominated guests at the ceremony to act as legal witnesses to your marriage or civil partnership. We would prefer these witnesses to be over the age of 18 and they must have a good understanding of the English language.
- Norfolk Registrars will inform you of the legal requirements for your ceremony, but Norfolk Registrars are not legally allowed to procure or solicit witnesses for you.
- Any references to Norfolk Registrars shall be deemed to also refer to Norfolk County Council.
- “Marriage or Civil Partnerships Acts” means the Acts of Parliament (and any regulations made under those Acts) covering the legal preliminaries to and the solemnization and registration of a civil marriage/civil partnership either in a register office or other Venue.
- “Venue” means locations approved by Norfolk County Council under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnization and registration of civil marriages/civil partnerships.
- Any reference to “working days” does not include Saturdays, Sundays or bank or public holidays in England.
- In the circumstance of a “Force Majeure Event” Norfolk Registrars will endeavour to perform your ceremony on your chosen day but will not accept any liability for the delay or cancellation of a ceremony due to reasons beyond their control. We strongly recommend that you take out ceremony insurance to cover losses or expenses incurred in the case of events outside of your or our control.
- “Force Majeure Event” means war, civil war, armed conflict, terrorist attack, governmental action, fire, flood, severe weather conditions, pandemic or epidemic or any other act or matter, which notwithstanding the reasonable diligence and foresight of the Norfolk Registrars and its partner providers, is beyond their reasonable control.
- If it is deemed by the Registrar that the conduct of either parties or their guests is unreasonable and unsafe due to the excess consumption of alcohol/drugs, then the Registrar can refuse to conduct the ceremony and leave the premises. The fee for our services will be forfeit.

### **A ceremony booking is accepted on the condition that:**

- No legal impediment to the marriage or civil partnership exists and all legal preliminaries are completed within the statutory time limits.

- Any foreign divorce/dissolution papers are accepted by the Registrar General where applicable. Couples whose paperwork is subject to approval from the Registrar General are advised not to make firm arrangements for their ceremony until that approval is given.

### **Ceremony fees**

- A £200 reservation fee is payable at the time of booking. This £200 is non-refundable. It is not an extra charge, but forms part of the final fee charged for attendance at your ceremony.
- For ceremonies costing less than £200 the full fee is non-refundable and payable in full at the time of booking.
- The fee for giving notice of marriage is payable at the time that the notice appointment is attended.
- Fees are subject to change. Please note that if you pay your fees in full when you book you will not be subject to any potential fee increases.
- If you have not paid Norfolk Registrars' fee in full at the time of booking, you will be asked to pay the amount outstanding, including any fee increases that may apply, at your notice appointment.
- If you have already given notice, then all outstanding fees must be paid at least 12 weeks before the date of the ceremony. If you have not already paid in full you will be sent a reminder at 16 weeks. Following this we will remind you once more by email or telephone to pay the balance.
- If you do not undertake your legal preliminaries in Norfolk you will be sent a payment request once we have been notified that notice has been given.
- If the fees are still outstanding within 12 weeks of the booking date, your booking can no longer be guaranteed and may be cancelled.
- If the ceremony is due to take place within 12 weeks you will be asked to pay the full fees at the time of booking.
- Norfolk Registrars will not take responsibility for failure to give notice or pay the balance of fees which result in the ceremony not going ahead as planned.

### **Changing your ceremony**

- If you want to make any changes to your ceremony after it has been booked this will incur a £30 charge. This includes changing the time or date of the ceremony and the venue.

### **Cancellation of bookings by Norfolk Registrars**

- Your ceremony may be cancelled by Norfolk Registrars if legal preliminaries have not or cannot be completed.

### **Cancellation of booking by the couple**

*Note: we recommend that if you are in any doubt you should postpone rather than cancel your ceremony.*

- In the event that you need to cancel a ceremony you must notify the ceremony team as soon as possible using the online form or by e-mail [ceremonyenquiry@norfolk.gov.uk](mailto:ceremonyenquiry@norfolk.gov.uk).
- We will only accept a cancellation from one of the parties to the ceremony and not from any other person.
- You will need to clearly state the names of both parties and the date and time and location of the booking that is to be cancelled.
- An email giving notice of cancellation will be deemed to have been received by the ceremony team on the date of sending, provided that the email is sent on a working day between 9:00 and 16.30. If it is sent by e-mail at any other time, notice will be deemed to have been received on the next working day.
- If the notification is not sent to the correct email address, then no responsibility can be accepted

by the ceremony team for its non-arrival.

### **Cancellation charges**

*Note: we recommend that if you are in any doubt you should postpone rather than cancel your ceremony*

- The reservation fee of £200 is non-refundable.
- For ceremonies costing less than £200 the full fee is non-refundable
- Once the ceremony has been cancelled the booking/reservation is no longer 'live'.

### **Postponement**

- The ceremony may be postponed to a future date and the full reservation fee utilised by the couple (note: the same partners) to secure the new date. A change fee of £30 will be incurred, but the reservation fee will not be forfeit.
- If a new date for a postponed ceremony cannot be confirmed at the time, then the reservation (and the fee) remains 'live' for six months after the date of postponement.

### **Refund of Full Fees paid**

- The full fee (less the reservation fee) will only be refunded if the date of the ceremony is more than or equal to 12 weeks from the date that 'formal notice of cancellation' was received.
- If the date of the ceremony is less than 12 weeks from the date that 'formal notice of cancellation' was received than no refund will be given, apart from exceptional circumstances (to be determined by the senior management).

### **Legal Preliminaries (Notice)**

- We recommend that you give notice at least nine months ahead of your planned ceremony date. We will send you a reminder seven month before the date of your ceremony.
- Failure to give notice by three months before the planned ceremony date could jeopardise the date if there is a problem with documents.
- The ceremony team will chase you once by email or telephone and one further follow up action, to give notice.
- If you fail to give notice within 28 days of the ceremony (longer for non-EEA nationals) the legal ceremony cannot go ahead.

## **Ceremony choices and content**

- Health and safety requirements due to the pandemic mean that the below may not be delivered.
- Where a statutory '2+2 early bird' ceremony has been booked, the Registrars will deliver a standard ceremony and no additional choices will be offered.
- For all other legal ceremonies Norfolk registrars will provide the legal ceremony and a range of choices for ceremony content. We require you to provide your chosen ceremony choices at least eight weeks ahead of your ceremony date.
- You may include enhancements and every effort will be made to include these, provided the content is appropriate for a civil ceremony and the choices have been received in the stated timeframe.
- Norfolk Registrars will chase you for your ceremony choices once by email or telephone.
- If your chosen ceremony choices are not received two weeks before the ceremony, our Registrars will deliver a standard ceremony and reading (Please refer to the website for details).
- Please note that we will not be able to accept amendments to your choices within two weeks of the ceremony date.
- If no readings are chosen by you, we will reserve the right to include our standard reading, thus allowing for the legal process to be completed in a timely manner. (Please refer to our website for a copy of the reading)
- The Registrars will make the final decision on any wording used and will not accept any liability for any amendments to, or omissions from, the ceremony.
- You will be responsible for obtaining copyright licences for any music, readings or other matters permitted at the ceremony.
- Please note that we will only be able to accept amendments to your choices if these are submitted to us using the choices amendment form located on our website.

## **Staff**

- The ceremony team will allocate suitably trained staff to attend your ceremony but provide no guarantee that a particular registrar will be in attendance.

## **Room capacity**

- During the pandemic the room capacity will not exceed the figure stated by the Government. In some venues this capacity will be reduced further due to the room size and health and safety requirements.
- For fire safety and comfort, the number of guests must not exceed the capacity of the room. The capacity of all Norfolk registration office locations will be advised at the time of booking, for other venues you are advised to confirm capacity with the venue.
- Norfolk Registrars will ask you to nominate who should be excluded from the ceremony if the guest numbers are too great for the safe capacity of the room.

## Liability

Norfolk Registrars will not accept liability for:

- The failure of any music system provided by the venue, you or a third party.
- Any delay or loss caused by your late or non-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 under the Marriage or Civil Partnerships Acts would be committed.
- Any decision to delay the ceremony due to legality or reasons beyond control of Norfolk Registrars is at the sole discretion of the Registration Service.

## Lateness

- The time booked for the ceremony is the time it will commence. **The Marriage Celebrant and Registrar will meet you at your chosen venue approximately 30 minutes before the ceremony time.** For ceremonies at the Norfolk Registration Offices, including the Benefactor's Room, you are asked to attend 15 minutes before the booked time. If the ceremony should commence late, Norfolk Registrars reserve the right to seek to amend the ceremony to reduce its duration.
- Should the ceremony not be ready to proceed within a maximum of 20 minutes of the scheduled time and Norfolk Registrars are not responsible for the delay, then we reserve the right to delay or defer the ceremony.

## Ceremonies taking place outside

- Couples who are booking an Approved Venue Duo agree that they will not be legally married until they complete the legal part of the ceremony inside the licensed room.
- The final decision about the suitability of the weather for an outside ceremony rests with Norfolk Registrars.

## Celebration Ceremonies

- Celebration ceremonies (e.g. naming, marriage celebrations, renewal of vows, commitment, engagement etc.) can take place in an unlicensed location.
- A Location and Contact report may be required if your ceremony is taking place at a location such as a local village hall, your own home or any outdoor location. The team will confirm at the time of booking if a visit is required and a £35 fee will be added to the booking.
- The Location and Contact report will take place at least six weeks in advance of the ceremony and all requirements and conditions (e.g. non-smoking areas) will be explained by the inspector at the time. Please note that Inspections are carried out during the working week - Monday to Friday 9.00am to 5.00pm.
- The inspector may also specify 'advisory issues' that need resolution prior to the event (e.g. netting or fencing off a pond).
- The owner/proprietor/responsible person must confirm in writing that conditions will be met, and any advisory issues have been resolved or managed by two weeks prior to the ceremony.
- If the owner/proprietor/responsible person fails to ensure that the conditions agreed in the Location & Contact report are met or have failed to address the advisory issues, then Norfolk Registrars reserve the right to refuse commencement/continuation of the ceremony.
- Norfolk Registrars will not accept any liability arising from any incident or accident before, during or after the event scheduled.
- If the preferred location is outside, then the owner/proprietor/responsible person is required to provide a 'poor weather' alternative location which is close by and will accommodate all guests.

## Ask a Celebrant appointment

- **Cancellations** – no refunds will be given for cancellations or nonattendance, except in exceptional circumstances (for example if the couple have to defer their wedding date and rescheduling the appointment is not an option, or they are cancelling their wedding).
- **Re-scheduling** – if the request to reschedule is received 14 days prior to the booked appointment there will be no administration fee, providing it is the first request to rearrange. Subsequent requests to reschedule will incur an administration fee of £15, regardless of the notice given. If the booked appointment is not attended and a request to reschedule is made after the appointment date then the full fee would be forfeited, and a second full fee would be payable to create a new appointment – no rescheduling fee would be charged in this event.