

# **Ceremony Terms and Conditions**

'You' means any couple intending to have a ceremony in Camden. 'Camden Registration Service' refers to Camden Registration Service.

1.1 Your ceremony booking is accepted on the condition that all of the following applies to you and your partner:

- You plan to Marry or enter a Civil Partnership in a licenced venue in the London Borough of Camden. Legal provisions, eligibility, and the difference between Marriage and Civil Partnership are defined <u>here</u>. Camden Registration Service is not able to advise on what is best for you.
- You intend to be Married or enter a Civil Partnership more than 29 days from today.
- You are both free, and of legal age, to Marry, or enter a Civil Partnership.

1.2 The following conditions are hereby acknowledged and accepted by you and your partner:

- You understand that your booking is provisional and subject to review by Camden Registration Service, who will contact you to confirm your booking within three working days.
- You understand that you must give notice of your intention to Marry or enter a Civil Partnership and are responsible for ensuring that you complete the legal preliminaries correctly, and within the statutory time limits.
- You realise that you must have your legal ceremony at your chosen venue within 1 year of giving notice, as Marriage Authorities\* and Civil Partnership Schedules\*\* are only valid for 1 year.
- You understand that having given notice; if you want to change the venue of the ceremony, or if the ceremony date is booked more than 1 year since your notice, a new notice must be given.
- You understand that if one or both of you are non-EEA nationals your notice period may be extended by the Home Office from 28 days up to 71 days.
- You have checked the registration fees and will pay the relevant Non-Refundable deposit to secure this booking. For those Customers booking the Register Office £46.00 of the £57.00 is non-refundable.
- Citizenship ceremonies are subject to regulations imposed by the Home Office therefore Camden Registration Service cannot accept any liability for circumstances outside its control.
- Please note that Celebrant, Naming, and Renewal of Vows Ceremonies do not give or have any legal status or rights.

- The full ceremony fee shall be paid in full no later than 2 months before the date of the ceremony
- Foreign divorce/dissolution papers require General Register Office (GRO) approval where applicable and incur a fee. Your legal ceremony cannot proceed until approval by GRO is granted. The start of the approval process is when you give notice. GRO is responsible for civil registration in England and Wales.

1.3 Bookings in Tavistock House (Camden Operated Venue)\*\*\* are for the room hire including registrar's attendance and one certificate. For all other External Approved Venues\*\*\*\* licenced for ceremonies within Camden, the booking is for the registrar's attendance and one certificate only. You will need to book the room with the external venue's events team.

## **Notices (Legal Preliminaries)**

2.1 On booking a notice, a non-refundable administration fee is payable by you which is converted to the notice fee if the appointment is successful. You can reschedule your appointment once, free of charge by providing two working days' notice, but if either of the following apply you will have to pay again for another appointment:

- a) You cancel the notice
- b) Move your notice less than 48 hours before your appointment
- c) The registrar was unable to take your notice, or
- d) You fail to attend at your appointment time

2.2 Customers agree to provide all original valid documents required (as per the guidance on our <u>website</u>) to the appointment.

2.3 Customers arriving without the correct documents are subject to the rescheduling payment of the relevant administration fee as Camden Registration Service will not be able to take your notice.

#### Fees

#### 3.1 Fees are published on our website

3.2 Camden Registration Service fees are subject to change on 1 April each year. As Camden Registration Service take bookings in advance, if the fee changes between the time of booking and the date of your ceremony the Registration Service reserves the right to pass on any fee increases to you.

3.3 An administration fee is payable whenever details of a booking are changed.This includes (but is not limited to) changing the time, date or venue of a ceremony after a booking is made, and the booking email confirmation has been sent to you.3.4 One deposit per ceremony booking. If multiple ceremonies are booked deposits not used are non-refundable, and cannot be transferred to the booking used.

## **Cancellation:**

4.1 In the event that you need to cancel your ceremony, you will be required to notify Camden Registration Service in writing by either;

Email - tietheknot@camden.gov.uk

Or

By post:

Camden Ceremonies Team Camden Register Office Tavistock House (Entrance D) Tavistock Square, London WC1H 9JP

## **Refunds:**

5.1 The following refunds apply in the following circumstances depending on when the cancellation is notified to the Camden Registration Service:

- Cancellation less than 28 days before your ceremony: 75% refund less the deposit
- Cancellation more than 28 days before your ceremony: full refund less the deposit

5.2 You also acknowledge and accept that:

- No refund will be made where you and your partner fail to notify the Registration Service after the notice of Marriage or notice of Civil Partnership of any restrictions that affect the legality of the ceremony or registration.
- It is an offence under section 25(1) of the Immigration Act 1971 to enter into a Marriage to help facilitate a stay in the United Kingdom. If a ceremony or appointment does not go ahead due to UK Visa and Immigration intervention, no refund shall be payable or financial compensation given for any losses incurred.

5.3 Your ceremony may be cancelled by Camden Registration Service if:

- The total fees have not been paid
- Legal preliminaries cannot, or have not been completed.

### The Ceremony

6.1 Camden Registration Service will provide the ceremony delivered at a Camden Venue Licenced for ceremonies at a time of your choice where it has availability to do so.

6.2 You must provide two witnesses who are old enough to testify the Marriage or Civil Partnership and can speak and understand English to witness the Marriage/Civil Partnership.

6.3 If either party to the Marriage or Civil Partnership do not speak, or understand, English, they must bring an interpreter who fully understands / is fluent in the language of that party to the ceremony, who will also sign as a witness. The translator does not have to be an official translator; they can be a friend or family member.

6.4 The content of some ceremonies has a range of additional options that needs to be agreed with the Registration Service in advance of the ceremony. Details of this will be in the ceremony information pack, which you will have access to after you have given your notices of intent to Marry/ enter a Civil Partnership.

6.5 The content of a Marriage or Civil Partnership has legal formalities that must be adhered to. Your registrar reserves the right to stop your ceremony from proceeding if:

- Either of the parties to a Marriage or Civil Partnership appear to be acting under duress;
- Either of the parties to a Marriage or Civil Partnership appear to be intoxicated and are therefore unable to understand the nature and meaning of the ceremony;
- Either of the parties to a Marriage or Civil Partnership appear to lack the mental capacity to understand the nature and meaning of the ceremony;
- A lawful objection is made before or during the ceremony.

6.6 All ceremonies are exclusively delivered by Camden Registration Service staff to ensure a high degree of solemnity in keeping with the occasion, and so that legal requirements are maintained. The Camden Registration Service reserves the right to make the final decision on any wording used, and will not accept liability for any omission, which may be caused by reasons beyond its control.

6.7 Camden Registration Service will allocate Registrars to officiate your ceremony and reserves the right to substitute other experienced and qualified staff in case of sickness or other unforeseen circumstances on the day.

6.8 For fire regulations, safety, and comfort, the number of guests (which includes all babies and children) must not exceed the capacity of the room. Additional guests that exceed the official capacity will be excluded from the ceremony. Details of the room capacity for all venues can be found on our website and venue licence. The numbers shown are the numbers of guests you may invite and excludes registration

staff, photographer, venue staff and the couple. Capacities of Venues are subject to change based on health and safety and government Public Health requirements.

6.9 No food or drink (including alcohol) are permitted in the room where the ceremony is to take place one hour before, and during the proceedings, at any venue licenced for civil ceremonies in Camden.

6.10 Animals (with the exception of assistance dogs) are not permitted at Camden Operated Venues\*\*\*, but this is discretionary for External Approved Venues\*\*\*.

6.11 Outside ceremonies at a venue with an approved outside structure for civil ceremonies are not permitted from November 1<sup>st</sup> – January 31<sup>st</sup>. For the rest of the year staff of the Camden Registration Service will decide on the day if a ceremony can be held outside under the structure and such decision is final. The current law states that legal ceremonies must be performed with all parties within a fixed permanent structure. The wording 'all parties' mean the couple, the two Camden Registration Service officers, the two witnesses and a table large enough to complete the legal paperwork.

6.12 Live music is welcomed during ceremonies but it must not disrupt other ceremonies or cause a disturbance on the street. Musicians must set up and pack up within the allocated ceremony time. The Camden Registration Service is not obligated to facilitate the setting up of equipment.

6.13 Any gifts, flowers or general goods delivered to, or left at, the venue in conjunction with your ceremony are not the responsibility of Camden Registration Service's officers or council staff.

6.14 When using Camden Registration Services' Celebrant Service it is the responsibility of the couple to ensure a legal ceremony also takes place. Celebrant Services have no legal value and should not be confused with Civil Ceremonies.

6.15 Camden Registration Service will not accept liability for:

- The failure of any music system provided by the venue, yourself or a third party
- Any delay or loss, claims, damages, costs, expenses and any other liabilities caused by your late or non-arrival at the due date and time.
- Any loss claims, damages, costs, expenses and any other liabilities caused by a request from you or your representatives to delay the ceremony
- Any loss claims, damages, costs, expenses and any other liabilities caused by a request from you or your representatives to cancel a ceremony on the day following the decision of Camden Registration Service staff to move the ceremony inside as set out below under 'Outside Ceremonies'
- Any loss claims, damages, costs, expenses and any other liabilities 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 Partnership Acts would be committed, and (c) it would be against the public interest.
- Any loss claims, damages, costs, expenses and any other liabilities or compensation if you have chosen to book, or move, your ceremony outside of

the expiry date of your Marriage authorities, or Civil Partnership Schedule Validity. These are valid for one year from your notice date. If you are unsure of this date please contact <u>tietheknot@camden.gov.uk</u>

- Camden Registration Service will not accept any liability where a ceremony is cancelled, or delayed, on the day due to the late arrival of the couple and or any guests. Camden Registration Service reserve the right to take appropriate action to ensure other ceremonies which our staff need to attend are delivered at the agreed time. No refund will be made in these circumstances.
- Any loss to the extent that it is caused by a Force Majeure\*\*\*\*\* (uncontrollable) event as described below.
- Nothing in these terms shall limit or exclude a party's liability:
  - (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- Subject to the preceding condition, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:
  - (a) loss of revenue or anticipated revenue;
  - (b) loss of savings or anticipated savings;
  - (c) wasted expenditure; or
  - (d) any indirect or consequential losses.

6.16 Approval of the venue is granted only in connection with the provision of Civil Ceremonies. Camden Registration Service cannot accept liability for the failure or neglect on behalf of the venue, for any agreement between you and the venue for the use or provision of any services and/or facilities.

6.17 In the event of a 'Force Majeure', Camden Registration Service will endeavour to perform your ceremony on your chosen day. Camden Registration Service strongly recommend that you take out ceremony insurance to cover losses or expenses incurred in the case of events outside our control.

#### **Definitions and terms:**

'Marriage and Civil Partnership Acts' means the Acts of Parliament (and any regulations made under those Acts) covering the legal preliminaries to, the solemnization and registration of a Civil Marriage/Civil Partnership either in a register office or approved premises within England and Wales.

'Venue' means Approved Premises approved by Camden Registration Service under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnization and registration of civil marriages and Civil Partnerships.

\*Superintendent Registrar Certificates permitting solmisation of the Marriage (Marriage Act 1949).

\*\* Schedule for the Registration of a Civil Partnership (Civil Partnership Act 2004).

\*\*\*Camden Operated Venues are those operated by Camden Registration Service in Camden Council Buildings.

\*\*\*\*External Approved Venues are those who are licenced for Civil Ceremonies and are not operated directly by Camden Registration Service.

\*\*\*\*\*'Force Majeure' 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 either Camden Council, Camden Registration Service or its partner providers, is beyond their reasonable control.

Camden Registration Service Terms and Conditions V 1.1