

Birmingham Register Office – Terms and Conditions

These terms and conditions are divided into the following sections:

1. Ceremonies Terms and Conditions
2. Appointments Terms and Conditions
3. Rebooking, Rescheduling and Cancellations Policy
4. General Terms and Conditions

1. Ceremonies Terms and Conditions

Your ceremony booking is accepted subject to the terms and conditions set out in this document and on the basis that you agree to the terms and conditions in their entirety.

1.1 A ceremony for the purpose of the booking policy is defined as a:

- a. Marriage Ceremony
- b. Civil Partnership Ceremony
- c. Renewal of Vows
- d. Naming Ceremony
- e. Commitment Ceremony

1.2 If an advanced booking is made a non-refundable deposit is payable for Register Office, Ceremony Suite, and Approved Premise Ceremonies. It must be paid at the time of the booking to secure a date for your ceremony in our diary.

1.3 In the case of a marriage or civil partnership ceremony an advanced booking must be made if the legal notice of intention to marry or enter a civil partnership has not been given or if the legal notice is given in another Register Office.

1.4 Full payment must be made at the time of giving notice of intention to marry or enter a civil partnership.

1.5 It is the responsibility of the couple to ensure that they complete the legal preliminaries to the marriage correctly, and within the statutory time limits.

1.6 If at any point it is alleged that a legal impediment to a marriage or civil partnership exists, the Superintendent Registrar has a legal duty to investigate before the ceremony can take place. Birmingham Register Office cannot be held accountable for any resulting delay,

postponement or cancellation of your ceremony and financial loss that may occur.

- 1.7 If either party has gone through a foreign divorce/dissolution of a previous marriage/civil partnership and book a ceremony before the divorce/dissolution has been approved, no refunds or financial compensation will be given if the marriage cannot take place due to the processing times or decision of the Registrar General.
- 1.8 Both parties must be available to meet with the Registrars at the ceremony venue no later than 15 minutes before the ceremony start time. In the event of late arrival your ceremony will be subject to rebooking and the full fee for the ceremony will apply.
- 1.9 Birmingham Register Office will not be held responsible for any financial loss, delay, postponement or cancellation caused by the late arrival of the couple or guests. The registrars attending your ceremony have other ceremonies to attend throughout the day, and cannot allow the lateness of one ceremony to impact upon another.
- 1.10 The ceremony must be legally compliant and of a dignified nature. Birmingham Register Office shall have the final decision on any wording and the content of the ceremony from start to finish.
- 1.11 Your registrar reserves the right to stop your ceremony from proceeding if:
 - Either of the parties to a marriage or civil partnership appears to be acting under duress;
 - Either of the parties to a marriage or civil partnership appears to be intoxicated and are therefore unable to understand the nature and purport of the ceremony;
 - 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 lawful objection is made before or during the ceremony.
- 1.12 No food, drink (including alcohol) or animals (with the exception of assistance dogs) are permitted at Birmingham Register Office or in ceremony rooms at other licensed venues.
- 1.13 Any gifts, flowers or general goods delivered to, or left at, the Register Office in conjunction with your ceremony are not the responsibility of the staff at the Birmingham Register Office

- 1.14 Birmingham Register Office will allocate staff to attend your ceremony but is unable to guarantee the attendance of an individual registrar, and reserves the right to substitute unforeseen circumstances on the day.
- 1.15 You must provide two witnesses who are over the age of 16 and can speak and understand English to witness the marriage/civil partnership. Birmingham Register Office staff cannot act as witnesses. It is your duty to provide witnesses for your ceremony.
- 1.16 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.
- 1.17 If the ceremony cannot take place due to any of the above terms and conditions you are subject to the cancellation and amendment fees set out below.

2. Appointment Terms and Conditions

Your appointment booking is subject to terms and conditions set out in the document and on the basis that you agree to the terms and conditions in their entirety.

- 2.1 A non-refundable fee must be paid to book an appointment to give your notice of marriage or civil partnership.
- 2.2 All customers who have appointments with Birmingham Register Office must arrive at the agreed time of their appointment.
- 2.3 Customers who arrive late for their appointments will not be seen and are subject to the rescheduling and rebooking policy below.
- 2.4 Customers agree to provide all original documents required at the time of their appointment. Customers arriving without the correct documents will not be seen and are subject to the rescheduling and rebooking policy below.
- 2.5 Photocopies/scanned copies will not be accepted.

- 2.6 Customers with foreign divorces agree to provide the documentation required by the General Register Office in order to assess if their divorce is valid in England and Wales.
- 2.7 Birmingham Register Office will not be held accountable for processing times of outside bodies e.g. UK Visa and Immigration, the General Register Office.
- 2.8 No food or drink (including alcohol) or animals (with the exception of guide dogs) are permitted at the Register Office.

3. Rebooking, Rescheduling and Cancellation Policy

Booking Fees and Deposits

- 3.1 A non-refundable deposit for ceremonies, or booking fee for appointments, is payable at the time of booking for all services.
- 3.2 If you attend the appointment/ceremony, the fees paid in advance will be used towards payment for the service.
- 3.3 If you are unable to attend your appointment or ceremony please see the rescheduling and cancellation details listed below.

Rescheduling Appointments

- 3.4 All appointments can be rescheduled once (subject to availability) provided you give 48 hours or more notice. Any further changes will result in the full fee being charged.
- 3.5 If the alternative date incurs a higher fee, the difference must be paid at the time of rescheduling.
- 3.6 If the alternative date incurs a lower fee than your previous date no refund will be given.
- 3.7 If you give less than 48 hours' notice you will have to rebook the appointment and pay the booking fee again.
- 3.8 Appointments can be rescheduled in writing - by letter (the 48 hours will be measure from receipt of your message) or email, or by personal attendance at Birmingham Register Office.

3.9 Ceremonies

- All ceremonies can be rescheduled to a different day, time and/or room within your chosen licensed venue (subject to availability). An administration fee will be payable each time a change is made.
- If the change is made less than 4 weeks (28 days) before the original booking, the booking is subject to our cancellation policy. A fresh booking would need to be made and paid for in full.
- If the alternative date or room incurs a higher fee, the difference must be paid at the time of rescheduling. If your alternative date or room has a lower fee the difference will be refunded providing this is at least 4 weeks (28 days) before the original ceremony date, if this is an Approved Premise or 48 hours (2 days) if this is at the Ceremony Suite or Birmingham Register Office.
- Once you change or reschedule a ceremony you lose your rights to a refund at a later date.
- Ceremonies can be rescheduled in writing – by letter or email, or by personal attendance at Birmingham Register Office.

3.10 Cancellations

- Appointment booking fees are non-refundable in all circumstances.
- Ceremony deposits are non-refundable in all circumstances.
- The full ceremony fee, less the deposit paid, is refundable provided you give us 42 days, for an Approved Premise or 2 days for a Ceremony Suite or Birmingham Register Office ceremony or more notice of your intention to cancel.
- Failure to attend your ceremony will be considered a cancellation without sufficient notice, and as such no fees will be refunded.
- Ceremonies must be cancelled in writing - by letter or email or by personal attendance at the Birmingham Register Office only. You will need to include the full details of the ceremony booking (the date, time, venue and your full names) and the method of payment.
- Cancellation requests should be sent to: The Superintendent Registrar, Birmingham Register Office, Holliday Wharf, Holliday Street, Birmingham B1 1TJ or by email to roceremonies@birmingham.gov.uk

4.0 CANCELLATIONS

4.1 Appointments

- The full appointment fee, less an administration fee, is refundable provided you give 48 hours' notice of your intention to cancel.
- The appointment fee is non-refundable in all cases where 48 hours or less notice is given.
- Failure to attend your ceremony will be considered a cancellation without sufficient notice, and as such no fees will be refunded.
- Appointments must be cancelled in writing – by letter or email, by telephone or by personal attendance at Birmingham Register Office.

4.2 Ceremony Suite and Birmingham Register Office Ceremonies

- Deposits are non-refundable in all circumstances.
- The full ceremony fee, less the deposit, is refundable provided you give 48 hours or more notice of your intention to cancel.
- The ceremony fee is non-refundable in all cases where 48 hours or less notice is given.
- Failure to attend your ceremony will be considered a cancellation without sufficient notice, and as such no fees will be refunded.
- Appointments must be cancelled in writing – by letter or email, by telephone or by personal attendance at Birmingham Register Office.

4.3 Approved Premises

- Deposits are non-refundable in all circumstances.
- The full ceremony fee, less an administration fee, is refundable provided you give 12 weeks or more notice of your intention to cancel.
- 50% of the ceremony fee, is refundable provided you give less than 12 weeks and more than 4 weeks' notice of your intention to cancel.
- The ceremony fee is non-refundable in all cases where 4 weeks or less notice is given.

- Failure to attend your ceremony will be considered a cancellation without sufficient notice, and as such no fees will be refunded.
- Ceremonies must be cancelled in writing – by letter or email only. You will need to include the full details of the ceremony booking (date, time and your full names) and the method of payment.

5.0 GENERAL TERMS AND CONDITIONS

- 5.1 In the event of an emergency, disaster or extreme weather conditions Birmingham Register Office will do everything it can to ensure your ceremony takes place on your chosen day and at the allotted time. However, Birmingham Register Office 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.
- 5.2 Customers for ceremonies and their guests may not occupy the rooms at the Register Office, earlier than the time agreed, and must vacate the room and/or premises not later than the time agreed.
- 5.3 For Fire safety the maximum capacity for all our rooms may not be exceeded. If the number of guests exceeds the capacity of the room some guests will be excluded.
- 5.4 The Register Office and Courtyard are designated NO SMOKING areas.
- 5.5 All mobile phones must be turned off when entering the ceremony room.
- 5.6 Children **must** be supervised by an adult at all times.
- 5.7 The Courtyard facilities are for photography only and you should limit your stay to **15** minutes.
- 5.8 There are no parking facilities for the couple or their guests to park at the Register Office. The nearest car parks are on Holliday Street, at the Mailbox, on Bishopsgate Street, at the

N.I.A. and at Brindley Place. Payable on-street parking is available on meters nearby.

- 5.9 Photographs during the ceremony may be taken by **ONE** designated person.
- 5.10 If you wish one of your guests to video the ceremony, please ask them discuss this with the registrars **before** the ceremony starts.
- 5.11 We strongly recommend that all of our customers take out their own independent insurance against the possibility of cancellation or the postponement of any part of their celebrations.

**Register Office
Holliday Wharf
Holiday Street
Birmingham B1 1TJ
0121 675 9354**

Email ROCeremonies@birmingham.gov.uk
Phone 0121 675 9354 Monday to Friday