

Birmingham Register Office, Approved Premise Ceremonies

Terms and Conditions

These terms and conditions are divided into the following sections:

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

1. Ceremonies Terms and Conditions

Your ceremony booking is accepted subject to these terms and conditions

- 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. Fees are set by Birmingham City Council and may increase as they are subject to change on 1 April each year.
- 1.3. If an advanced booking is made a non-refundable deposit must be paid at the time of the booking to secure a date for your ceremony in our diary.
- 1.4. For 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 yet been given or if the legal notice is given in another Register Office.
- 1.5. Full payment must be made at least 3 months before the ceremony is due to take place or at the time of booking if the ceremony is due to take place within 3 months.
- 1.6. It is the responsibility of the couple to ensure that they complete the legal preliminaries to the marriage or civil partnership correctly, and within the statutory time limits.
- 1.7. 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 or any financial loss that may occur.
- 1.8. If either party has gone through a foreign divorce or dissolution of a previous marriage or civil partnership and book a ceremony before the divorce or dissolution has been accepted by the Registrar General, no refunds or financial compensation will be given if the marriage or civil partnership cannot take place due to the processing times or decision of the Registrar General.
- 1.9. Both parties must be available to meet with the Registrars at the ceremony venue no later than 30 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.
- 1.10. 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.
- 1.11. 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.
- 1.12. 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.
- 1.13. No food, drink (including alcohol) or animals (with the exception of assistance dogs) are permitted in ceremony rooms at licensed venues.
 - 1.14. Birmingham Register Office will allocate staff to conduct your ceremony but is unable to guarantee the attendance of a specific registrar, and reserves the right to substitute staff on the day.
 - 1.15. You must provide two witnesses who are over the age of 16 and who can speak and understand English to witness the marriage or civil partnership. Birmingham Register Office staff cannot act as witnesses. It is your duty to provide the two 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 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.

2. Deposits, Rebooking, Rescheduling and Cancellation Policy Deposits

- 2.1. A non-refundable deposit for ceremonies is payable at the time of booking.
- 2.2. If you attend the ceremony, the fees paid in advance will be used towards payment for the service.
- 2.3. If you are unable to attend your ceremony please see the rescheduling and cancellation details listed below.

Rebooking and Rescheduling Ceremonies

- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. Once you change or reschedule a ceremony you lose your rights to a refund at a later date.
- 2.8. Ceremonies can be rescheduled in writing – by letter or email (the 4 weeks will be measure from receipt of your letter or message), ROCeremonies@birmingham.gov.uk, or by personal attendance at Birmingham Register Office.

Cancellations

- 2.9. Deposits are non-refundable in all circumstances.
- 2.10. The full ceremony fee, less the deposit, is refundable provided you give 12 weeks or more notice of your intention to cancel.

- 2.11. 50% of the ceremony fee, less the deposit, is refundable provided you give less than 12 weeks and more than 4 weeks' notice of your intention to cancel.
- 2.12. The ceremony fee is non-refundable in all cases where 4 weeks or less notice is given.
- 2.13. Failure to attend your ceremony will be considered a cancellation without sufficient notice, and as such no fees will be refunded.
- 2.14. Ceremonies must be cancelled in writing – by letter or email only (the 12 weeks will be measure from receipt of your letter or message). You will need to include the full details of the ceremony booking (date, time and your full names) and the method of payment.

3. General Terms and Conditions

- 3.1. 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.
- 3.2. All mobile phones must be turned off when entering the ceremony room.
- 3.3. Children **must** be supervised by an adult at all times.
- 3.4. Photographs during the ceremony may be taken by **ONE** designated person.
- 3.5. If you wish one of your guests to video the ceremony, please ask them to discuss this with the registrars **before** the ceremony starts.
- 3.6. 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.

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