

## **Hartlepool Registration Service Ceremony Terms and Conditions – Marriages & Civil Partnerships**

Your booking has been accepted on condition that;

- A non-refundable deposit was paid at the time of booking.
- The requested date and time of the ceremony is available within the commitments of Hartlepool Registration Service.
- The booking confirmation form will be signed and returned to our office within two weeks, or by the time notice of intention to marry / form a civil partnership is given, whichever date is first.

Your ceremony will be carried out on condition that;

- No legal impediment to the marriage or civil partnership exists.
- Legal preliminaries are completed within statutory time limits.
- Any foreign divorce/dissolution papers are accepted by the Registrar General (where applicable).
- Home Office permission is granted (where applicable).
- The balance of the ceremony fee is paid in full no later than two calendar months prior to the date of the ceremony.

### **Our fees**

Fees are published on the Hartlepool Borough Council website [www.hartlepool.gov.uk](http://www.hartlepool.gov.uk)

The deposit paid at the time of booking is non-refundable under any circumstances.

The balance of the ceremony fee is payable;

- Ceremony date under two calendar months ahead – at the time of booking
- Ceremony date over two calendar months ahead - at the time notice of intention is given or two calendar months prior to the ceremony, whichever date is first.

Fees are subject to change on 1 April each year. As we take bookings up to two years in advance, if 1 April falls between the time of booking and the date of your ceremony, the Registration Service reserves the right to apply any fee increase. No balance change letter will be sent, please confirm the balance due with the Registration Service at the time of payment.

Payment can be made over the phone by credit / debit card or cash payments can be made in person at Hartlepool Civic Centre.

## **Changes to a booking**

An administration fee is payable whenever the details of a booking are changed by you, and includes (but is not limited to) changing the time, date or venue of a ceremony at any time following the provisional booking.

If notice of intention to marry / form a civil partnership is required to be given again following any such change the statutory fee will apply.

## **Cancellation of bookings by Hartlepool Registration Service**

Your ceremony will be cancelled if;

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

Where a ceremony is unable to take place due to legal restrictions identified during the Notice of Marriage or Civil Partnership appointment, a refund of the ceremony fee will be made (minus the non-refundable deposit). No refund will be made where the couple fails to notify the Registration Service after Notice of Marriage or Civil Partnership is given of any restrictions that affect the legality of the ceremony or registration.

## **Cancellation of booking by couple**

In the event that you need to cancel your ceremony you should notify us as soon as possible in writing. We will not refund any fees paid (minus the non-refundable deposit) until such written confirmation is received from you. Hartlepool Registration Service will confirm your cancellation in writing.

Refunds are made to the original payee only. If payment was made in cash a cheque will be issued, if payment was made by a credit / debit card a refund will be made to the card used to make the original payment.

Ceremony cancellation fee

- 6 weeks or more notice - full refund, less the non-refundable deposit.
- Less than 6 weeks notice – no refund available.

No refund whatsoever will be made for failure to attend the ceremony on the appointed day or time, nor will any claim for a refund be considered after the event should have taken place.

## **Postponement of ceremony by couple**

In the event that you need to postpone your ceremony until a later date, written notification will be required from you at the earliest possible opportunity. Any ceremony deposit paid is non-refundable, but will be held for a period of one year from the date of the original ceremony should you wish to resurrect your booking. Any balance payment made will be refunded upon request.

After the period of one year has elapsed all fees held become spent, and any subsequent booking will be subject to payment of the full fees.

## **Ceremony content**

Statutory marriage or civil partnership ceremonies will be delivered in a Civic Suite room and are subject to week day availability. The content of this simple ceremony is predetermined and not subject to any form of personalisation. Attendance is restricted to the couple and their two witnesses.

Marriage or civil partnership ceremonies can be delivered in the Middlegate ceremony room or identified rooms in licensed Hartlepool venues. The content of the ceremony has a range of additional options that need to be agreed with the Registration Service in advance of the ceremony. There is no restriction on the day or time of a ceremony subject to payment of the relevant fee, and the requested date and time of the ceremony being available within the commitments of Hartlepool Registration Service.

Any marriage / civil partnership ceremonies that Hartlepool Registration Service provides can not include any religious content. This includes any reading, hymn, carol or song that contains religious messages or references.

All ceremonies are exclusively delivered by Hartlepool Registration Service staff to ensure a high degree of solemnity in keeping with the occasion, and to ensure legal requirements are maintained.

Hartlepool 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.

## **Witnesses**

Hartlepool Registration Service cannot provide witnesses; it is the responsibility of the couple to ensure they have a minimum of two witnesses at the ceremony.

The witnesses are required to sign the register to confirm they have heard both parties state, in full, the declaratory and contracting words. The witnesses must both be able to speak and understand English, although it does not have to be their first language. Although there is no legal minimum age to be a witness they must understand the nature of the ceremony. If a witness is under the age of 16 Hartlepool Registration Service requests that you provide an additional witness.

## **Staff attending your ceremony**

Hartlepool Registration Service will allocate personnel to attend your ceremony. Only Registrars who are employed by Hartlepool Registration Service are able to conduct and / or register the marriage / civil partnership.

Requests for specific Registrar(s) made by the couple will be considered but may not be possible for operational reasons

Hartlepool Registration Service reserves the right to substitute other experienced and qualified staff in case of sickness or other unforeseen circumstances on the day.

## **Venue facilities and capacity**

A marriage or civil partnership can only take place in rooms identified on venue licences. For reasons of fire safety and comfort the number of guests must not exceed the official capacity of the ceremony rooms; additional guests may be excluded from the ceremony. Details of the room capacity for the Middlegate room can be found on our website [www.hartlepool.gov.uk](http://www.hartlepool.gov.uk) Please contact approved premises directly for guidance on capacity for their venues.

## **Animals**

Other than assistance animals no other animal will be allowed into your ceremony without the prior permission of the ceremony venue and Superintendent Registrar.

## **Liability**

Hartlepool Registration Service will endeavour to perform your ceremony on your chosen day and time. However, we will not accept liability for cancellation or delay in the event of any of the following circumstances arising; 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 Hartlepool Borough Council and its partner providers, is beyond their reasonable control. In these circumstances we will not be liable to pay compensation.

Hartlepool Registration Service will not accept liability for:

- The failure or neglect of the venue for the use or provision of any services or facilities
- The failure of any CD (or equivalent) or music system provided by the venue, yourself or a third party
- Any loss to you, financial or otherwise, caused by a request from you or your representatives to cancel / delay the ceremony. We reserve the right to take appropriate action to ensure that other obligations and ceremonies our staff are due to attend are delivered at the agreed time.
- 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 Partnership Acts would be committed
  - c) it would be against the public interest
- Any decision to delay the ceremony is entirely at the discretion of Hartlepool Registration Service

You may wish to consider procuring your own insurance cover that would compensate you in the event of cancellation, regardless of cause. Hartlepool Registration Service can not recommend a particular insurance provider to you.

## **General**

Any reference in these conditions to the Registration Service shall also refer to Hartlepool Borough Council in so far as it relates its legal responsibilities and obligations.

## **Terms**

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

Venue - Approved Premises licensed by Hartlepool Borough Council under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnisation and registration of civil marriages and civil partnerships.

In writing - any reference to 'confirmation in writing' includes the use of e-mail.

## **Customer compliments, comments and complaints**

Hartlepool Registration Service welcomes your comments, good or bad, as it helps us plan for the future and improve our services. We treat customer complaints very seriously and subscribe to Hartlepool Borough Council's corporate complaints policy which can be found on our website [www.hartlepool.gov.uk](http://www.hartlepool.gov.uk) searching 'Complaints, comments and compliments'.

## **Contact us**

Website: [www.hartlepool.gov.uk](http://www.hartlepool.gov.uk)

Telephone: 01429 523337

E-mail: [registrar@hartlepool.gov.uk](mailto:registrar@hartlepool.gov.uk)