

Terms and Conditions of Acceptance

Disclaimer (temporary amendment during Covid 19)

Please be aware that because of Covid 19 the Council has had to cancel a number of ceremonies due to the restrictions on social events imposed by Central Government. We are now in a position to start offering ceremonies again from 4th July 2020 onwards, but before booking please be aware that you have agreed to proceed at your own risk. We cannot guarantee that ceremonies booked will be able to proceed as they will be subject to any further restrictions that Central Government imposes. If ceremonies have to be cancelled due to pandemic or other reasons in line with the terms then the Council cannot be held responsible and is not liable for any ceremony that has to be cancelled. If however we cannot deliver a ceremony because of Covid 19 or other health pandemics Southampton City Council will allow you to postpone your date. If ceremonies are not able to proceed on the booked dates because of Covid 19 or other health pandemics then the Council will try to accommodate an alternative booking but this may be subject to an administration fee, and you may have to join a waiting list, any re-bookings are not guaranteed to be in the same year. We recommend that you check your insurance policy. The Council reserves the right to charge an admin fee to any changes that you make to your booking. Any ceremonies that you have agreed to proceed with during this time, will be subject to restrictions imposed by Central Government and Southampton City Council.

Please note that any change to your ceremony date may mean that you will need to give fresh notices which carry a statutory fee and any immigration referral fees will also need to be paid again. This will apply to any new notice appointments booked and notices given since 4 July 2020 as you have agreed to proceed at your own risk.

Citizenship

- For all individual citizenship ceremonies, the appropriate fee is payable at the time of booking.
- To cancel an individual citizenship ceremony an admin fee of 50% of the fee paid in advance for the service will be retained provided 7 days notice is given. There is no refund if less than 7 days notice is given or non-attendance.
- Rescheduling of group or private ceremony is subject to current admin fee

European Settlement Scheme

- EUSS – the current fee is payable at the time of the service (walk in) regardless of success of using verification service

Civil Marriage & Civil Partnership Ceremony Bookings

Cooling off period

You are entitled to a 14 day cooling off period whereby you must consider the terms and your position. During this period, you are entitled to cancel the booking without loss of prepayments (including the booking fee); however changes to the date, time or venue of a ceremony are subject to the current admin fee. You are automatically entitled to the cooling off period if the booking was made online, over the phone or by mail.

Admin fee

The current admin fee is payable when details of a booking are changed. This includes changing the time, date or venue of a ceremony. Where applicable, this may require an updated or additional ceremony fee to be paid. The admin fee is non-refundable and not included within the cancellation policy. Please note that amendments to the initial booking can only be made once. Further changes are subject to a new booking fee and any ceremony fee already paid is non transferrable.

Changes to the date of the ceremony where the original booking was due to take place within 3 calendar months are subject to the terms of the original booking date. This being 50% of the ceremony fee paid.

Conditions of booking

Your ceremony booking is accepted on the condition that: -

- You are legally free to marry or enter into a civil partnership at the time of making the booking.
- Any foreign divorce/dissolution papers are accepted by the Registrar General where applicable.
- Home Office permission is granted where applicable.
- A Booking Confirmation fee is paid at the time of making the booking
- Your notice of marriage/civil partnership is given within 3 calendar months of the date the booking was made. Or, if your ceremony is due to take place within 3 calendar months of the booking, the notice appointment must be made within 14 days of the booking.
- For ceremonies booked more than 1 year ahead, notice is given within 3 calendar months once notice can be given.
- For the purposes of Immigration Control, it is your responsibility to ensure that you obtain the appropriate visa to enter the country for the purpose of entering into a marriage or civil partnership.
- Ceremonies or civil partnership signings should be booked by either of the party entering into the marriage or civil partnership
- Ceremony prices are set for the current financial year and the following financial year. Bookings made for ceremonies due to take place in advance of fees being set are initially based upon current prices, but will be subject to increase annually which means you will pay a higher fee.

Other ceremonies and services

For Renewal of Vows, your ceremony booking is accepted on the condition that:

- Proof of prior marriage/civil partnership taking place is provided. The ceremony does not give any legal status or rights.

For Naming ceremonies, your ceremony booking is accepted on the condition that:

- Proof of birth is provided. The ceremony does not give any legal status or rights

Booking Confirmation Fee (Marriage, Civil Partnership, Renewal of Vows, naming)

- A booking fee is payable at the time of booking a ceremony.
- This fee is non-refundable and is in addition to the ceremony fee
- Changes to the time date or venue are subject to the current admin fee

Civil Partnership signing appointment fee

A booking fee is payable at the time of booking a signing appointment.

- This fee is non-refundable and is in addition to the appointment fee
- Changes to the time, date, venue or adding a ceremony to the signing appointment are subject to the current admin fee

Notice of marriage/civil partnership

- Appointments to give notice of marriage or civil partnership should be booked by either of the party entering into the marriage or civil partnership.
- A notice booking cannot be made for persons living abroad at time of booking who are subject to immigration control with no marriage/civil partnership visa.
- The notice fee is taken at time of booking the appointment and requires 2 working days notice to move or cancel the appointment.
- Fees for consideration of foreign divorces and Home Office referral are payable in full on the day of the appointment and are non-refundable
- Saturday appointment fees are non-refundable.
- Persons attending a notice of marriage or civil partnership are responsible to bring relevant documents specified on gov.uk at the time of their appointment. Failure to do so, will incur an additional fee.

Ceremony Fee

- A ceremony fee is payable either at the time of booking or by 3 calendar months prior to the date of the ceremony, whichever is nearer to the date of the ceremony.
- For ceremonies booked less than 3 calendar months ahead, the ceremony fee is payable at the time of booking and is subject to our refund terms. Those being:
 - One to three calendar months – 50% refund
 - Less than one calendar month (or failure to cancel) or due to circumstances beyond the control of the authority which deem for the ceremony not to go ahead – no refund

Admin fee

- Amendment to the initial booking can only be made once and this is charged at the current admin fee. Further changes are subject to a new booking fee and any ceremony fee already paid is non transferrable.
- Changes to date of ceremony where the original booking was due to take place within 3 calendar months are subject to the original booking date refund terms.

Cancellation Policy

Cancellation of bookings by SOUTHAMPTON CITY COUNCIL

Your ceremony may be cancelled if:-

- The booking confirmation fee has not been paid.
- Legal preliminaries cannot be completed.
- The ceremony fee has not been paid in the required timeframe
- An admin fee is not payable if SOUTHAMPTON CITY COUNCIL cancels your ceremony.

- Ceremonies cancelled in these circumstances will not be entitled to any refunds

Admin/changes or cancellation of booking by couple

- The couple must confirm all amendments and changes, by letter or email to Southampton Registration Services.
- Any change to the ceremony arrangements will incur the current admin fee and, where applicable, may require an updated or additional ceremony fee to be paid.

Refund of ceremony fee due to cancellation

- All refunds are subject to current admin fee and exclude the booking fee
- Notice of cancellation 3 calendar months or earlier 100% refund
- One to three calendar months – 50% refund
- Less than one calendar month (or failure to cancel) or due to circumstances beyond the control of the authority which deem for the ceremony not to go ahead – no refund
- All requests for a refund must be made by letter or email, preferably from both parties to SOUTHAMPTON CITY COUNCIL. This must state who the money is to be refunded to. NB SOUTHAMPTON CITY COUNCIL is obliged to refund to the original account payee.

Non statutory ceremonies in private homes, gazebos or other free standing outside structures

- Bookings will be accepted in gazebos and other freestanding outside structures during BST (British Summer Time). This is usually the last Sunday in March until the last Sunday in October.
- Alternative indoor arrangements on the same site are in place should the weather be unsuitable on the day.
- SOUTHAMPTON CITY COUNCIL cannot be held responsible if the back-up room does not have enough space for all guests to witness the ceremony.
- Registration Staff will make the final decision as to where it will be appropriate to complete the ceremony when the weather is unsuitable on the day.
- Registration Staff can refuse to commence a ceremony if arrangements have changed since inspection
- SOUTHAMPTON CITY COUNCIL can refuse to commence ceremony if they deem that the solemnity of the occasion has been compromised
- Inspection fees cannot be refunded once inspection completed.
- We recommend that you consider taking out public liability insurance to cover losses or expenses incurred if holding such an event.

Ceremony content

- SOUTHAMPTON CITY COUNCIL will provide the ceremony and options available
- The options will depend on the type of ceremony you have chosen.
- You may make alternative selections and every effort will be made to include those choices, provided the content of the ceremony remains seemly and dignified.
- SOUTHAMPTON CITY COUNCIL will make the final decision on any additional wording requested and will not accept liability for any omission which may be caused by reasons beyond its control.
- SOUTHAMPTON CITY COUNCIL will reserve the right to adapt the ceremony should you fail to arrive on time for your ceremony

Staff

- SOUTHAMPTON CITY COUNCIL will allocate staff to attend your ceremony and reserves the right to substitute other experienced and qualified staff in case of sickness or other unforeseen circumstances on the day.

Room Capacity

- For fire, safety and comfort if the number of guests exceeds the capacity of the room some guests may be excluded from the ceremony.
- Registration Officers decision is final and room numbers include photographers, children of all ages and musicians

Liability

SOUTHAMPTON CITY COUNCIL 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 Partnership Acts would be committed, or (c) it would be against the public interest
- Any decision to delay the ceremony is at the discretion of SOUTHAMPTON CITY COUNCIL.
- Any decision to adapt the ceremony should you fail to arrive on time for your ceremony is at the discretion of SOUTHAMPTON CITY COUNCIL
- You and/or your guests arriving late for a ceremony. Late arrivals will impact upon all other ceremonies that day. Any decision to delay or adapt the ceremony for this reason are at the discretion of SOUTHAMPTON CITY COUNCIL

General

- In the event of an emergency, disaster or extreme weather conditions (including but not limited to war, civil war, armed conflict, terrorist attack, governmental action, fire, flood, snow, pandemic or epidemic) the Council will do everything it can to ensure your ceremony takes place on your chosen day. However, SOUTHAMPTON CITY COUNCIL 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. We recommend that you consider taking out ceremony insurance to cover losses or expenses incurred in the case of such events.
- Any reference to working days does not include Saturday, Sunday, Bank or Public holidays.
- Approval of the venue is granted only in connection with the provision of ceremonies. SOUTHAMPTON CITY COUNCIL cannot accept liability for the failure or neglect on behalf of the venue, of any agreement between you and the venue for the use or provision of any services and/or facilities.
- Any complaint or claim against SOUTHAMPTON CITY COUNCIL should be made as soon as reasonably practicable.
- SOUTHAMPTON CITY COUNCIL provides a secular ceremony which cannot include religious content. This includes any hymn, carol or song that contains religious messages or references.
- If you fail to attend your ceremony, the fees paid are non-refundable.
- SOUTHAMPTON CITY COUNCIL will not accept any liability for loss, theft or damage to equipment, personal belongings including buggies, prams musical instruments or damage to personal effects whilst at a ceremony
- SOUTHAMPTON CITY COUNCIL will not accept any liability for breach of parking bylaws and regulations or liability for any damage, theft or loss to any vehicles parked at our ceremonies
- SOUTHAMPTON CITY COUNCIL cannot guarantee any parking spaces at the Register Office or any venues when attending a ceremony
- SOUTHAMPTON CITY COUNCIL will not accept any liability for accepting a booking via a 3rd party with whom consent has been obtained.
- SOUTHAMPTON CITY COUNCIL can refuse to commence a ceremony if they deem that the solemnity of the occasion has been compromised
- There is no food or drink permitted on the premises or surrounding areas of Southampton Register office, the Civic Centre or Westgate Hall. SOUTHAMPTON CITY COUNCIL staff reserve the right to *ask for this to be stopped*
- SOUTHAMPTON CITY COUNCIL accept no responsibility for any incidents involving guests in car parks linked to its ceremony venues.
- Fee increases normally apply on 1st April each year and will be published on the Council's website.
- Any reference in these conditions to Southampton Registration Services shall also refer to SOUTHAMPTON CITY COUNCIL in so far as they relate to its legal responsibilities and obligations. Other words and phrases shall be interpreted as follows:-

Marriage & 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 SOUTHAMPTON CITY COUNCIL under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnization and registration of civil marriages and civil partnerships.

These terms and conditions must be read in conjunction with our schedule of fees. Please visit Southampton.gov.uk/ceremonies

Data Protection: *The personal information you give us will be held in the strictest confidence and will not be passed on to any third parties.*

We may write to you approximately 2 weeks after your ceremony to give you the opportunity to complete a short survey about our services.

You are under no obligation to complete the survey.

The Council reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on the Council's website immediately.