

1. Licensed Venues

All Ceremonies must take place in a building, structure or linked outdoor area to which a licence has been granted for the solemnisation of marriages and civil partnerships. They must be separate from any other activity on the premises at the time of the Ceremony.

2. Civil Marriage and Civil Partnership Ceremony Bookings

Your Ceremony Booking is accepted on the condition that:

- a) no legal impediment to the marriage or civil partnership exists and Legal Preliminaries (both of you must give Notice of Intention) are completed within the statutory time limits;
- b) where applicable, any foreign divorce/dissolution papers are accepted by the Registrar General prior to the Ceremony;
- c) Home Office permission is granted where applicable; and
- d) payment of your ceremony fees is made in full (see below).

3. Fees

- a) A Reservation/Booking Confirmation Fee will be payable at the time of your booking. This fee will be non-refundable and non-transferable.
- b) The remaining balance of your Ceremony fees will then be payable either eight (8) weeks prior to the date of your Ceremony, or at the time of your booking, whichever is nearer to the date of your Ceremony.

c) An administrative fee will be payable whenever you decide to change any details of your booking. It may also result in an updated/additional Ceremony fee to be paid. You may also need to give fresh notices, as these are specific to your venue and only valid for one year. If you later cancel your ceremony, these fees are not refundable. We will only accept an amendment to a booking from the couple getting married or one of the parties to the ceremony, and not from any other person.

4. Other Ceremonies and services

For naming and renewal of vows, your ceremony booking is accepted on the condition that proof of birth registration or marriage/civil partnership registration, is provided. You should understand that the ceremony does not give any legal status or rights.

5. Staff

Kirklees Council Registration Service will allocate staff to attend your ceremony, but is unable to guarantee individual ceremony officers and reserves the right to substitute other experienced and qualified staff as necessary for operational reasons on the day (such as sickness or any other unforeseen circumstances).

6. Ceremonies at Huddersfield and Dewsbury Town Halls

- a) There are likely to be a number of ceremonies taking place on the day of your Ceremony. Although we do not place restrictions on the time that you and your guests can spend in the building, parties are asked to be respectful of other groups in order that all ceremony parties are able to make best use of the ceremonial stairs particularly for photographs.
- b) Dewsbury Register Office has space at the front of the Town Hall for one wedding car to park on the pedestrian area (if there are no conflicting events taking place within Dewsbury Town Centre). The car must be clearly identified as a wedding car.

c) Huddersfield and Dewsbury Register Offices do not have designated parking areas or a car park; therefore, guests should be advised to use car parks nearby.

7. Deliveries

We will not accept deliveries of goods in preparation for your Ceremony.

8. Confetti

- a) Please advise your guests that only biodegradable confetti may be used outside the main entrance: confetti cannot be thrown in the ceremony room.
- b) If your ceremony is taking place at one of our other Approved venues, please check their rules on the use of confetti on their premises.

9. Interpreters

If either you or your guests, especially your witnesses, cannot speak English, you are required to provide an interpreter at your own expense.

10. Ceremony Content

- a) Kirklees Registration Service will provide you with vow choices for your Ceremony.
- b) You may wish to make alternative selections which must be notified to us at least twenty-eight (28) working days in advance of the Ceremony, and every effort will be made to include those choices, provided that the Ceremony remains seemly and dignified and does not include any religious content in the words, readings or music.
- c) Kirklees Registration Service will make the final decision on any additional content, and will not accept liability for any omission which may be caused by reasons beyond its control.
- d) Kirklees Registration Service will also not be responsible for obtaining copyright licences for any

music, readings or other matters permitted at the Ceremony.

11. Code of Conduct

- a) Smoking is not permitted at any point during the Ceremony.
- b) The consumption of food or alcohol is not permitted in the Ceremony room, for one (1) hour prior to or during the Ceremony.
- c) Anyone obviously under the influence of alcohol or drugs or who is abusive shall be asked to leave the ceremony.

12. Room Capacity

For fire safety and comfort, the number of guests must not exceed the capacity of the room, which is stipulated in the licence of the venue. Additional guests will be excluded from the Ceremony.

13. LIABILITY – IT IS VERY IMPORTANT THAT YOU READ AND UNDERSTAND THIS CONDITION

Kirklees Registration Service will not accept liability for:

a) Any delay or loss caused by your (or any of your guests) late or non-arrival: the Registrars attending your Ceremony have ceremonies to attend throughout the day, and therefore cannot delay the start of the pre-arranged time for the Ceremony. If it is necessary for the Kirklees Registration staff to leave the venue and proceed to their next ceremony, then every effort will be made to return to conduct your Ceremony. It may be that this is not possible, and in such circumstances, you would be liable to pay any additional fees incurred if it is necessary for the registration team to return to conduct your ceremony on another day, including giving fresh notices if necessary. If necessary registrars may remove enhancements to your ceremony in order to be able to proceed within the allocated time.

- b) Any loss caused by a request from you or your representative to delay the Ceremony.
- c) Any decision to delay the Ceremony is entirely at the discretion of the Kirklees Registration Service.
- d) Any loss or compensation where a ceremony is stopped from proceeding because it would be an offence under the Marriage or Civil Partnership Acts, if it would not be in the public interest for the ceremony to proceed, or all group gatherings had been banned by Parliament (e.g. in a Pandemic situation).
- e) The failure of any music system provided by the venue, you or a third party, or the failure of any compact disc or MP3/iPod player to play on any music system provided by the venue, you or a third party.
- f) The failure, neglect, non-compliance or omissions caused by any venue which is not owned by Kirklees Council. Approval of the venue is granted only in connection with the provision of ceremonies. The Kirklees Registration Service cannot accept liability for the failure or neglect on behalf of the venue, or any agreement between you and the venue for the use or provision of any services and/or facilities.
- g) In the event that a ceremony does not go ahead due to the intervention of the UK Border Agency – please note that it is an offence under sec.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 the UK Border Agency intervening, no refund is applicable.
- h) 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 (i.e. a "Force Majeure Event") the Kirklees

Registration Service 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. In the event of a Force Majeure Event, the Kirklees Registration Service will use our reasonable endeavors to perform your Ceremony on your chosen day.

14. Cancellation of ceremonies

Cancellations by the Kirklees Registration Service

- a) Your ceremony may be cancelled by the Kirklees Registration Service if:
 - i) The total fees have not been paid.
 - ii) The Legal Preliminaries have not or cannot be completed.

Cancellations by the customer

- b) In the event that you need to cancel a ceremony, you will be required to notify us in writing.
- c) We will only accept a cancellation from one of the parties to the ceremony, not from any other person.
- d) Our cancellation policy is as follows:
 - i) Cancellation more than eight weeks before the ceremony – full refund of Ceremony fees, minus your non-refundable booking fee.
 - ii) Cancellation four eight weeks before the ceremony – refund of fifty per cent (50%) of Ceremony fees, minus your non-refundable booking fee.
 - iii) Cancellation less than four weeks before the ceremony or failure to cancel no refund.
- e) Fees paid for any certificates which are not issued will be refunded in all cases.

15. For ceremonies in the Superintendent Registrar's office (Statutory Office)

- a) Kirklees Registration Service is a working office and by choosing this room you accept that:
 - i) Only two guests will be in attendance these two guests will act as your witnesses.
 - ii) Children will not be able to attend your ceremony.
 - iii) Your ceremony will not include any enhancements such as music, poetry or readings, or personalised vows, although you can exchange rings if you wish.

16. General

- We strongly recommend that you take out ceremony insurance to cover any losses or expenses occurred. Kirklees Registration Service cannot recommend any particular insurance provider to you.
- Any reference to "working days" in these conditions does not include Saturday, Sunday, Bank or Public holidays.
- c) Any personal information you give to Kirklees Registration Service as part of your booking will be held in the strictest confidence, and will not be passed to any third parties without your prior written consent.
- d) Any complaint must be made in writing to the Kirklees Registration Service within twenty-one (21) working days of the ceremony. You can make a complaint in the way that best suits you, in person, by e-mail, by letter, by phone or online

http://www.kirklees.gov.uk/youkmc/contact/complaints.aspx

Huddersfield:

Civic Centre 1 High Street Huddersfield HD1 2NF Email: Huddersfield.registrars@kirklees.gov.uk

Please note: all ceremonies in Huddersfield take place at Huddersfield Town Hall, Ramsden Street, Huddersfield, HD1 2TA

Dewsbury:

Dewsbury Register Office The Town Hall Dewsbury WF12 8DG Email: <u>Dewsbury.registrars@kirklees.gov.uk</u>

If you have any questions, you can also contact us on: **01484-221030**

e) Your booking, along with these terms and conditions forms a legally binding contract between yourself and Kirklees Council. A person who is not a party to this contract shall not have any rights to enforce its terms.

PLEASE NOTE THAT BY SIGNING AND SUBMITTING YOUR CERMONY GUIDE, YOU HEREBY ACCEPT AND ABIDE BY THE COUNCIL'S TERMS AND CONDITIONS CONTAINED HEREIN.

Standard Conditions of Grant last updated January 2017 Minor amendments made 2023 © The Council of the Borough of Kirklees, 2017