

**Worcestershire County Council (WCC)  
Worcestershire Registration Service (WRS)**

## **Terms and Conditions**

*WCC/WRS reserves the right to amend, change and update these terms and conditions.  
Please refer to our website [www.worcestershire.gov.uk/registration](http://www.worcestershire.gov.uk/registration)*

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## Marriage and Civil Partnership Ceremony Bookings

Your ceremony booking is accepted on the condition that

- You have booked your date and venue
- No legal impediment to the marriage or civil partnership exists and legal preliminaries are completed within statutory timescales
- Any foreign divorce/dissolution papers are accepted by the Registrar General where applicable
- Home Office permission is granted where applicable
- A non-refundable booking confirmation fee is paid (see below)

### Booking Fee Arrangements

WRS books weddings up to two years in advance. The following booking fees are payable according to the time in advance that the ceremony is booked;

- From one year to 29 days in advance: £50 non-refundable/non-transferable deposit (this fee is deducted from your ceremony fee)
- From two years to one year and a day in advance: £50 non-refundable/non-transferable deposit (this fee is deducted from your ceremony fee) plus £50 non-refundable/non-transferable booking fee (this fee is in addition to the advertised ceremony fee and is not deducted from your ceremony fee).
  - For short statutory ceremonies (currently £46) the fee is also the non-refundable/non-transferable deposit; applicable from one year to 29 days in advance of the date of the ceremony
  - For short statutory ceremonies (currently £46) the fee is also the deposit; applicable from two years to one year and a day in advance plus a £50 non-refundable/non-transferrable booking fee

The non-refundable/non-transferable deposit/booking fees, as applicable, are payable at the time of booking the ceremony.

These fees cover the cost of the initial work that we do to reserve and organise your ceremony. Because of the high demand at peak times, this ensures your preferred date and time is booked.

### Ceremony Fee

A ceremony fee is payable either at the time of booking or by three months prior to the date of the ceremony, whichever is the nearer

### Cancellation and Refunds

There is a cooling off period of 14 days from date of making the booking, within which to cancel or change your booking with no loss of fees. Any fees already paid will be refunded to the original card holder.

All cancellations (whether inside the 14-day cooling off period or outside of it) must be received from either of the two parties contracting their marriage or civil partnership

To cancel your booking within 14 days you must do one of the following:

- Contact us by email, post or telephone using the contact details provided
  - [registeroffice@worcestershire.gov.uk](mailto:registeroffice@worcestershire.gov.uk)
  - Worcester Register Office, County Hall, Spetchley Road, Worcester WR5 2NP
  - 01905 768181
- Fill out and submit the online form available here <https://capublic.worcestershire.gov.uk/CSAPortalPublic> —if you use this option, we will send you an email to let you know that we have received your cancellation request without delay

To meet this cancellation deadline, it is sufficient for you to send your cancellation request before the 14-day cancellation period has expired

Any cancellations or changes after the 14 days the following will apply:

If complete payment of the booking fee and ceremony fee has been made prior to cancellation, then;

- More than three calendar months' notice of cancellation – full refund less the non-refundable/non-transferable deposit and non-refundable/non-transferable advance booking fee.
- Two to three months' notice of cancellation – full refund less 20% cancellation administration charge and less the non-refundable/non-transferable deposit and non-refundable/non-transferable advance booking fee.
- One to two months' notice of cancellation – full refund less 30% cancellation administration charge and less the non-refundable/non-transferable deposit and non-refundable/non-transferable advance booking fee.
- Less than one calendar month notice of cancellation (or failure to cancel) will forfeit any fees paid.
- In the case of small statutory ceremonies where the fee is also the deposit, this will only be refunded if the cancellation or change is within the 14-day cancellation period.

The amount of your payment that we retain represents the financial loss to us when you cancel your ceremony. We will take steps to reduce this loss; however, you will appreciate that we cannot always rebook a ceremony slot at short notice.

The percentage figures reflect an approximation of the number of cancelled ceremony dates that can be rebooked at short notice.

**The couple must request all cancellations (outside of the 14-day cooling off period) by letter or email to the Registration Service at County Hall at the following**

**Email - [registeroffice@worcestershire.gov.uk](mailto:registeroffice@worcestershire.gov.uk)**

**Postal Address - Worcester Register Office, County Hall, Spetchley Road, Worcester WR5 2NP**

## **Cancellation of Bookings by Worcestershire Registration Service**

Your ceremony may be cancelled if

- The booking confirmation fee/s have not been paid within 14 days from the date the booking is made. The booking date will be the date on the booking form **or** the date you submitted the online form and agreed to the online terms and conditions.
  - Legal preliminaries cannot be completed
  - The ceremony fee has not been paid by the due date
  - If you do not meet the above conditions and we cancel your ceremony you will not be entitled to any refund

## **Change of Booking by Couple**

- The couple must request any changes (this includes changing the date, time or venue), by letter or email to the Registration Service at County Hall.  
Email - [registeroffice@worcestershire.gov.uk](mailto:registeroffice@worcestershire.gov.uk)  
Postal Address - Worcester Register Office, County Hall, Spetchley Road, Worcester WR5 2NP
- You have 14 days from the date that you made your booking to change your booking without loss of deposit or advanced booking fees.
- After 14 days of any changes that are made within the 14-day period, the reservation will have been deemed to have been cancelled and the non-refundable/non-transferable deposit and non-refundable/non-transferable advance booking fee retained. A new booking will then be made, and a further non-refundable/non-transferable deposit taken. If your booking is more than twelve months in advance a further non-refundable/non-transferable booking fee will be taken

## Terms and Conditions specific to when Government Covid-19 restrictions are in place

Our main terms and conditions apply except in the situations outlined below:

**\*Lockdown** refers to Registrars being **unable** to undertake their statutory duties **or** where a couple **only** are **unable** to travel from within the area where they live because of a restriction to travel outside their border area.

**\*Restriction** refers to specific local and national restrictions where Registrars **can** undertake their statutory duties and where couples **are not** prevented from being able to travel outside their border area

1. If Government restrictions include the suspension of ceremonies and therefore your ceremony cannot take place i.e. local area or country in lockdown and/or Registrars are prevented from being able to discharge their legal duties, we will move your ceremony, on a like for like basis, without incurring further registrar fees or increments. .
2. If Government restrictions include a lockdown in the area where you (the couple) live and thus you are prevented from attending your ceremony because **you are not** allowed to travel outside the border where you live, we will move your ceremony, on a like for like basis, without incurring further registrar fees or increments. This also applies to second or subsequent moves should your rebooked ceremony date be subject to continued or further Government lockdown restrictions, as outlined within this paragraph
3. Where Government restrictions are in place which **do not** prevent the Registrars from being able to undertake their statutory duties and you (the couple) **are not** prevented from travelling by lockdown restrictions, WRS main terms and conditions will apply if you cancel or decide to move your booking. (For the Registrars to be able to discharge their duties the only legal requirement is for the couple and two witnesses to be in attendance.) This also applies to second or subsequent bookings. Where an Advanced Booking Fee (ABF) is required because your new date is more than 12 months in advance, we will waive this fee only.
4. Where a venue has had to cease trading and you (the couple) have a booking with them, we will move your booked ceremony on a like for like basis without incurring further registrar fees or increments. If you choose to cancel the original booking, we will retain the non-refundable/non-transferrable deposit and will refund any other fees already paid,
5. For a ceremony booked whilst Government restrictions (excluding lockdown restrictions) are in place and you subsequently choose to cancel your booking, WRS will retain the non-refundable deposit, but will refund any advanced booking fee or other balance of fees already paid.
6. Any Government restrictions or guidance must be adhered to, including, but not exclusive to, regarding Covid safe and socially distanced room capacities, Covid safe measures whether mandatory or advisory, who is included within the number allowed to attend a ceremony, the duration of a ceremony, the inclusion/exclusion of those parts of the ceremony deemed only necessary and any other local conditions which WRS may have to put in place.
7. Should fresh Notices of Marriage/Civil Partnership be required to be given again because of changes to your booking e.g. Notice has expired; change of venue, WRS is unable to waive or refund any associated fees. This is because to hold a legal ceremony it is a statutory requirement for Notices to be valid.

## Ceremonies in Permanent Licenced Outdoor Structures

- The venue is required to keep available a room licensed for civil ceremonies, to enable the ceremony to be completed indoors should the weather be unsuitable on the day
- WRS cannot be held responsible if the room available does not have enough space for all the guests to witness the ceremony. This is a matter for the venue and the couple to discuss and agree
- The registration officer will make the final decision as to where it will be appropriate to complete the ceremony

## Ceremony Content - Statutory and Classic

- WRS will advise you of the obligatory legal words for your ceremony and will provide a ceremony structure.
- WRS provide a secular ceremony which cannot include any religious content. This includes any reading, hymn, carol or song that contains religious messages or references

## Ceremony Content - Enhanced, Fully Enhanced, Bespoke or Non-Statutory

For couples who request an enhanced, fully enhanced, bespoke or non-statutory ceremony, WRS will make the final decision on any wording used and will not accept any liability for omission which may be caused by reasons beyond its control. Please see our website regarding these package options

### Attendance at your ceremony

You should ensure prompt arrival to enable your ceremony to start on time.

- If you arrive more than 15 minutes late for your ceremony WRS will, at its sole discretion, either
  - a) reduce your ceremony to the essential legal elements for the remaining time available
  - b) charge you the fee paid for a non-attendance.
  - c) offer a later ceremony time the same day, subject to availability and a fresh, separate fee applicable to the financial year, date and time – see website for fee details
  - d) offer a ceremony at a future date, subject to availability and a fresh, separate fee applicable to financial year, date and time – see website for details

This is because Registrars do not wish to inconvenience couples who are due to be married by them in ceremonies later in the day. (WRS have had to introduce this condition because of the inconvenience caused by the parties arriving "fashionably late" for ceremonies.)

- If you fail to attend your ceremony the fee paid is non-refundable / non-transferrable

### Room Capacity Guidance

The maximum capacity is the total number that can be accommodated in a room.

The purpose of setting a maximum capacity is to ensure that all those in the premises, including staff, can safely exit the building within a reasonable time.

The ceremony party, as listed below, is included in the room capacity:

- The Couple
- 2 Witnesses
- 2 Registrars
- 1 Ceremony Co-ordinator (required at Approved Premises Venues only)

The remaining number includes children, musicians, singers, photographers, videographers, babes in arms etc. Please see guidance below:

Child in pushchair/buggy	= 1 person
Photographer/videographer	= 1 person
Mobility Scooter	= 2 persons
String Quartet	= 8 persons

Further guidance should be sought from Registration Services regarding the space occupied by specific musicians and ancillary persons / items.

For clarification: If a child is able to sit unaided, they should occupy a seat; if aided e.g. babe in arms, they are permitted to be held by a person seated and therefore not counted within the total seating capacity. If a child is seated in a buggy or similar this counts as one seat and therefore included within the total seating capacity.

**Example:** Someone getting married in a room with a maximum capacity of 50, with a photographer, videographer, a child in a pushchair and a string quartet would need to take 18 off the maximum room capacity, thus allowing 32 guests.

## Liability

We will not accept liability for

- The failure of any music system provided at the venue by you or a third party
- The delay or loss caused by your late 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 would be committed under the Marriage and Civil Partnership Acts
  - c) it would be against public interest

## General

- In the event of an emergency, disaster or extreme weather conditions (including but not limited to war, civil disturbance, armed conflict, terrorist attack, government action, fire, flood, snow, pandemic or epidemic) WRS will do everything it can to ensure your ceremony takes place on your chosen day. However, WRS 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 you consider taking out ceremony insurance to cover losses or expenses incurred in the case of such events
- Marriages and civil partnerships at approved premises can be followed by a celebration, commemoration or blessing providing that it is not a religious marriage ceremony and is completely separate from the civil ceremony. There must be a clear break between the legal ceremony and a 'follow on' ceremony
- Other than assistance animals, no other animal will be allowed into your ceremony if held in a WCC owned venue. For non WCC licenced venues please check with the venue regarding their policy. WRS must be informed of any assistance animals or other animals requested in order that appropriate registration staff may be allocated, e.g. those who do not suffer from allergic reactions or phobias
- Ceremonies can only be conducted by Worcestershire Registration Services staff
- Approval of the venue is granted only in connection with the provision of ceremonies and WRS 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, including cancellation by the venue
- Any complaint or claim against WRS should be made as soon as reasonably practicable to;

**The Registration Service Manager, Worcestershire County Council, County Hall, County Hall, Spetchley Road, Worcester, WR5 2NP.**

- Any reference in these conditions to Worcestershire Registration Service shall also refer to Worcestershire County Council in so far as they relate to its legal responsibilities and obligations. Other words and phrases shall be interpreted as follows;

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

**Venue** – means Approved Premises approved by WRS under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnisation and registration of civil marriages and civil partnerships.

**These terms and conditions must be read in conjunction with our schedule of fees.**

**Please visit:** [www.worcestershire.gov.uk/registrationfees](http://www.worcestershire.gov.uk/registrationfees)

*We may write to you after your ceremony to ask you to complete a short survey. You are under no obligation to complete this survey. If you do, any personal data you provide will be used in accordance with the Data Protection Act 1998. The information you provide will be used for statistical analysis, management, planning and the provision of services by the County Council and its partners. The information will be held in accordance with the Council's records management and retention policy and will not be used for marketing purposes by the county council or a third party.*

## Legal Preliminaries (Notice of Civil Marriage/Civil Partnership)

Your ceremony cannot take place unless **ALL** the following criteria are met:

A valid notice of marriage or civil partnership **MUST** be given in person by both you and your partner in the District in which you reside. No one else can do so on your behalf. If you both reside in the same District, where possible you should attend together to give your Notices of Marriage or Civil Partnership.

### Please note an appointment will be necessary.

- If your ceremony is due to take place within the year, you are advised to make an appointment to give Notice within 3-4 months of the date of your ceremony.
- If your ceremony is due to take place within 3 months of booking your ceremony, you are advised to make an appointment to give Notice as soon as possible and no later than 29 days before the date of your ceremony.
- If your ceremony is due to take place more than 12 months after booking your ceremony, your Notice should be given 3-4 months prior to the date of your ceremony.
- Your ceremony **MUST** take place within twelve months of the date you give your notice and at the venue stated on the notice. If you change the venue once notice has been given your notices will no longer be valid.
- You **MUST** both be free to marry/form a Civil Partnership when the notice is given, and you will need to produce the documents listed below. It is your responsibility to ensure that the legal preliminaries are completed and to produce all the necessary documents.
- You **MUST** let us know in writing as soon as possible if any unforeseen circumstances arise or if you wish to change the date, time or venue of your booking or cancel altogether. If you change your address or telephone number, you **MUST** notify us immediately.

What documents do I need to provide?

### You will need to provide evidence of your name, age, nationality, marital status, address, and immigration status.

If the correct documents, as listed below, are not available at your appointment we will be unable to take your notice - you will need to make another appointment.

Only original documents are accepted, we cannot accept photocopies. However, where proof of address is required a printed copy of an electronic bill or bank statement is acceptable.

Each person giving notice must provide one document from each of the sections below. Some documents such as valid passports can be provided as evidence in multiple sections.

#### Name and date of birth

- valid passport
- British Birth certificate - your full birth certificate must be provided, and you must also provide another document confirming your current name. e.g. valid driving licence (provisional or full) bank statement (no older than one month), utility bills (no older than three months), council tax bill (only this financial year)
- if you have changed your name from birth - you may need to provide the evidence of the name change, for example, a change of name deed or marriage certificate



## **Nationality**

- valid passport
- British Naturalisation certificate
- British Birth certificate
  - if you were born before 1 January 1983 your full birth certificate must be provided
  - if you were born on or after 1 January 1983, your full birth certificate must be provided, and you must also provide a birth certificate or passport for one of your parents, who were born in the UK; if your parents were married at the time of your birth, or your birth has been re-registered after their marriage, then either of your parent's birth certificates or passports can be provided; otherwise, only your mother's birth certificate or passport can be provided or evidence of your parent's British Citizenship (must have been issued before your birth)

## **Address**

- valid UK photo card driving licence (full or provisional) showing your current address
- utility bill - gas, electric, water, broadband or landline bill dated no more than three months before the date of your appointment; we will accept printed copies of your electronic bills
- bank or building society statement dated no more than one month before the date of your appointment. We will accept printed copies of your electronic statement
- Council tax or Mortgage statement dated no more than one year before the date of the appointment. We will accept printed copies of your electronic statement

## **Proof of marital status (if you have been previously married or formed a civil partnership)**

- divorced in the UK - an original court stamped copy of your decree absolute/civil partnership dissolution. If you have reverted to your maiden name you must provide your marriage certificate
- divorced anywhere else - If your divorce was not granted in a UK court, you will be required to pay a fee at the time of your appointment for consideration of the validity of the documentation; this fee does not guarantee that the document will be approved

Some divorces/dissolutions can be approved at your notice appointment for a fee of £50.00.

However, in a lot of cases the documentation will need to be sent off to be considered by the General Register Office for a fee of £75.00.

We are unable to determine which fee will be payable, until you provide the documentation at your appointment. You must also provide a translation of the document (if applicable) at the time of giving notice.

- former spouse/civil partner has died; you will need to provide a copy of their death certificate; if you are not named as spouse on the death certificate, you will also need to produce your marriage certificate
- you must provide a translation of any documents (if not already in English) at the time of giving notice



## Proof of immigration status

Please note: If either party is a national of an EU country and does not have settled or pre-settled status (or a pending application) or is a national of a non-EU country you may be subject to immigration control.

This means you must give your notices together at the Register Office covering the district in which you have both lived for the preceding 7 clear days. If you both live in different registration districts you must give your notices together at either Register Office.

Registrars cannot give immigration advice.

In addition to the documents you need to provide when giving notice, you must provide evidence of your immigration status:

- proof of settled, pre-settled or pending EUSS status, including the 9-digit alphanumeric share code from the GOV.UK website: **[View and prove your immigration status \(GOV.UK opens in a new window\)](#)**
- valid Biometric residence permit
- valid UK visa/entry clearance in passport
- valid Home Office endorsement in passport
- valid UK residence permit in passport

If you do not have the correct proof, your marriage will be referred to the Home Office, who may decide to extend your notice period for 70 days if they wish to investigate further. The marriage cannot take place until approval is granted by the Home Office. More information on this can be found at **[Marriages and civil partnerships in England and Wales \(GOV.UK, opens in a new window\)](#)**.

## Photographs

Both parties will also need to provide a colour photograph at the time of giving notice, unless you are a British, Irish national or you can provide proof of settled status. Each photograph must be a UK passport style and size and meet the following criteria:

- it should clearly show your face with a neutral expression
- you must not be wearing any head covering (other than for religious or medical reasons)
- you must be photographed alone with no other person or object in shot
- it should be unmarked, unaltered and without tears or creases
- it must be a recent photo and show a current likeness

### Please be aware:

- Should you change the venue of your ceremony *after* giving Notice, you must give Notice again; you will be required to provide all evidence and pay the statutory fee again.
- If you change the date of the ceremony *after* giving Notice and the date falls *outside* the 12-month validity period of your original Notice, you must give Notice again; you will be required to provide all evidence and pay the statutory fee again.