

BRISTOL CITY COUNCIL

REGISTER OFFICE

TERMS AND CONDITIONS OF CONTRACT



These Terms and Conditions of Contract are divided into the following sections: -

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1. GENERAL

- 1.1. When you book an appointment or a ceremony with Bristol City Council Register Office ("**Register Office**"), that appointment and ceremony is subject to these Terms and Conditions of Contract ("**Terms & Conditions**").
- 1.2. By booking and attending an appointment or ceremony, or paying any related fee, you are agreeing to be bound by these Terms and Conditions without amendment.
- 1.3. It is your responsibility to ensure that all guests and witnesses comply with these Terms and Conditions.
- 1.4. When we refer to "we" or "us", this means the Register Office.
- 1.5. When we refer to "you", this means the person or persons making or attending an appointment, or who will be a party to the Ceremony, or who is requesting the Register Office to provide any other service.
- 1.6. Any reference to working or business days does not include Saturdays, Sundays, or Bank Holidays.

2. APPOINTMENTS

General

2.1 **Appointment** means an appointment for any of the following:

- (a) notice of marriage,
- (b) notice of civil partnership,
- (c) nationality checking services,

- (d) registration of births,
- (e) registration of deaths, and
- (f) re-registration of birth.

2.2 An Appointment will be considered confirmed when the Register Office sends you an email confirming the date and time of the Appointment.

2.3 You must bring all original documents with you to the Appointment (i.e. no photocopies, scanned copies, digital versions or photographs). The names on all documents must match the names you provide to the Register Office. If they do not match, you must bring additional documents showing how the name was changed, such as a deed poll or marriage certificate. If any documents are not written in English you must bring a certified translation from a third party. If you do not bring all the correct original documents with you to the Appointment, the Register Office reserves the right to cancel that Appointment. For more information on what documents you must provide the Register Office see: <https://www.bristol.gov.uk/births-deaths-marriages/planning-your-ceremony>, or contact the Register Office.

2.4 Where you are using nationality checking services, this does not guarantee the approval of an application by UK Visa and Immigration. Neither Bristol City Council nor its Register Office have any control over processing timescales of UK Visa and Immigration or the General Register Office and can provide no updates on your application.

2.5 If you arrive more than ten minutes late for an Appointment, the Register Office reserves the right to cancel the Appointment.

2.6 If you are unable to attend the Register Office in person, please contact the Register Office so that we can make alternative arrangements where reasonably possible.

Appointment for giving notice of marriage or civil partnership

2.7 Prior to a marriage or civil partnership Ceremony ('Ceremonies' are explained in clause 3), you must give notice of that marriage or civil partnership. Giving notice confirms that you intend to marry or enter into a civil partnership and records the specific place, date and time that you intend to do so.

2.8 In these Terms and Conditions, we refer to the appointment where you give notice as the **Notice Appointment**.

2.9 You must give notice at a Notice Appointment no more than one (1) year in advance of the date of the Ceremony, and no less than twenty-eight (28) days before the date of the Ceremony.

2.10 In order to give notice at a Notice Appointment:

- a) each person in the couple must pay a Notice Fee (which is explained in clause 4.8);
- b) you must have lived in Bristol for at least nine (9) days immediately prior to your Notice Appointment;
- c) you must bring with you all required documentation, as listed on <https://www.bristol.gov.uk/births-deaths-marriages/planning-your-ceremony> or as required by the Register Office. If you do not bring the relevant documentation, the Register Office will end your Notice Appointment and you will not be able to give notice;

- d) if one of the parties to the couple has been party to a foreign divorce, you must provide any documentation that we require (as set out here: <https://www.bristol.gov.uk/births-deaths-marriages/planning-your-ceremony>, or as otherwise notified by us) to undertake an assessment of whether the foreign divorce is valid in England.
 - e) in respect of any document that is required but is not written in English, you must bring a certified translation from a third party to the Appointment.
 - f) you must be able to answer statutory questions during the Notice Appointment. If you require an interpreter you must arrange for an independent interpreter to accompany you to the Notice Appointment;
 - g) there must be no legal impediment to the proposed marriage or civil partnership.
- 2.11 If any of the conditions outlined in clause 2.10 are not met, the Register Office will stop the Notice Appointment and you will not be able to give notice.
- 2.12 If you are subject to Immigration Control, please contact the Register Office we will provide you with more information and arrange for you to attend an appointment before you attend a Notice Appointment. It is an offence to enter into a marriage or civil partnership to help facilitate a person to stay in the United Kingdom.
- 2.13 If your Ceremony is not in England or Wales, or is not booked to take place at a Venue (explained in clause 3.20), you may not need to give notice. Please contact the Register Office for further information.
- 2.14 If it is alleged at any point that there exists a legal impediment to giving notice or holding a Ceremony, the Register Office will undertake (or arrange for the undertaking of) an investigation before notice is given and the Ceremony takes place.

3. CEREMONIES

General

- 3.1 Ceremony means any of the following:
- (a) marriage ceremony,
 - (b) civil partnership ceremony,
 - (c) ceremony for the conversion of civil partnership to marriage,
 - (c) renewal of vows ceremony,
 - (d) naming ceremony, or
 - (e) citizenship ceremony (whether group or private).
- 3.2 A Ceremony will be considered confirmed when the Register Office sends you an email confirming the date and time of the Ceremony.
- 3.3 Please be aware that naming and renewal of vows Ceremonies do not have any legal status or give any legal rights.

Booking a Ceremony

- 3.4 A Ceremony cannot be booked more than two years in advance and can only be booked subject to the Register Office's availability.
- 3.5 A booking in relation to your marriage and civil partnership Ceremony is accepted on the assumption that the following conditions will have been met by the date of the Ceremony:
- a) there is no legal impediment to the marriage/civil partnership,
 - b) giving notice and any other legal steps (including Home Office permissions, where relevant) (**legal preliminaries**) are completed within statutory time limits,
 - c) any foreign divorce or dissolution papers are acceptable to the Registrar General (if applicable) and any related fee is paid,
 - d) the Booking Fee is paid,
 - e) the Ceremony Fee is paid,
 - f) any Amendment Fee is paid.

Please refer to clause 4 for further information on the Booking Fee, the Ceremony Fee and the Amendment Fee.

- 3.6 Bookings in relation to Ceremonies for renewal of vows, naming, citizenship and conversion of a civil partnership into marriage, are accepted on the assumption that the following conditions will have been met by the date of the Ceremony:
- a) valid proof of marriage/civil partnership or birth is provided where applicable,
 - b) any relevant legal preliminaries have been obtained,
 - c) the Booking Fee is paid, and
 - g) the Ceremony Fee is paid,
 - d) any Amendment Fee is paid.

- 3.7 The Ceremony may be cancelled or stopped if any of the conditions set out in clauses 3.5 or 3.6 are not satisfied.

Content of Ceremonies

- 3.8 All Ceremonies are exclusively delivered by the Register Office staff.
- 3.9 The Register Office will provide the script for the Ceremony.
- 3.10 In relation to any Ceremony, except a citizenship Ceremony, you may make suggestions or additions to the script of the Ceremony which must be submitted in your 'Planner' (which the Register Office will provide you with) no later than four (4) weeks before the date of the Ceremony. Reasonable efforts will be made to include your choices, provided the Ceremony remains seemly and dignified (in the reasonable opinion of the Register Office) and does not include any religious content in the words, readings or music. The Registrar shall have the final decision on the wording and content of the Ceremony and will not accept liability for any omission or alteration.

- 3.11 In relation to a marriage or civil partnership Ceremony, you must provide two (2) witnesses to the Ceremony who must be over sixteen (16) years of age and speak and understand English to a reasonable standard. It is your duty to provide the two (2) witnesses; Register Office staff cannot act as witnesses. The Register Office reserves the right to decide, without assuming any related liability, that a particular witness is not appropriate to perform as a witness and to request that you select another witness.

Timing of Ceremonies

- 3.12 The Register Office will notify you of the time your Ceremony will start (**Start Time**) and the time you should arrive at the Venue (explained in clause 3.20) in advance of the Ceremony (**Arrival Time**). If you arrive prior to the Arrival Time, the Register Office may ask you to wait in a designated area or to leave and return at the Arrival Time.
- 3.13 Where either party of the couple arrives at the Venue more than ten minutes later than the Start Time, the Register Office has the right to cancel the Ceremony. The Registrar may, at his or her absolute discretion, and subject to availability, agree that where there is time and an available Venue (or room at a Venue) to facilitate the conduct of the Ceremony later the same day, to reschedule the time and, if appropriate, location for the Ceremony, subject to payment of an Amendment Fee (explained in clauses 4.15 and 4.16). If a change of date, time or Venue (or room at a Venue) incurs a higher Ceremony Fee or additional costs, the difference must be paid by you at the time of rescheduling.

Registrar's right to stop a Ceremony

- 3.14 The Registrar has the right to stop or suspend the Ceremony from proceeding where:
- a) there is a legal impediment to the Ceremony; or
 - b) a party to the marriage, civil partnership, renewal of vows or the person receiving citizenship, appears to:
 - i. be intoxicated and unable to understand the nature and purport of the Ceremony;
 - ii. lack the mental capacity to understand the nature and purport of the Ceremony; and
 - iii. be acting under duress; or
 - c) you have not complied with any provision of these Terms and Conditions.
- 3.15 The Register Office reserves the right to request that an individual leaves a Ceremony, in the event that they are preventing such Ceremony from proceeding or causing a nuisance or disturbance.
- 3.16 The Registrar may exercise their discretion and decide whether and when the Ceremony may continue or whether it must be stopped. If the Ceremony is stopped, no refund of any Fees shall be paid.

Register Office staff

- 3.17 The Register Office shall allocate staff to attend your Ceremony, however, the Register Office cannot guarantee the attendance of any particular Registrar and reserves the right to substitute other qualified staff.

3.18 The Register Office is not obliged to meet with you prior to the Notice Appointment or the Ceremony, although reasonable efforts will be made to do so if requested.

Venues

3.19 A Ceremony may, subject to availability, be booked at any Venue.

3.20 Venue means:

- a) an 'Approved Premises' (a list of such premises is available here <https://www.bristol.gov.uk/births-deaths-marriages/find-an-approved-venue> or by contacting the Register Office),
- b) a specified room in the Old Council House, Corn Street, Bristol, BS1 1JG, or
- c) the Bristol Register Office Statutory Room.

3.21 A venue is only granted the status of being an 'Approved Premises' in connection with the provision of Ceremonies. The Register Office does not accept any responsibility for, or liability in relation to, such Approved Premises.

3.22 In relation to any Ceremony due to be held outdoors at an Approved Premises, the Register Officer reserves the right to require such Ceremony to be held indoors in the event of poor weather conditions.

Room Capacity

3.23 For fire safety and comfort, the number of guests must not exceed the capacity of the room designated for the Ceremony. Additional guests will have to be excluded from the Ceremony.

3.24 Details of room capacity for Venues (excluding Approved Premises) are available here <https://www.bristol.gov.uk/births-deaths-marriages/the-old-council-house> or by contacting the Register Office.

Use of other areas

3.25 Where a Ceremony is being held at the Old Council House, please ensure that you and your guests only occupy the specific room or area designated for your Ceremony, and do not enter any of the other rooms.

Personal Items

3.26 Gifts, flowers and other goods ('Items') delivered to a Venue (excluding Approved Premises, for which we do not take responsibility), to be used in conjunction with the Ceremony can remain in such Venue only with the prior written consent of the Register Office. These Items are not the responsibility of the Register Office or its staff. You are responsible for removing all such Items from the Venue immediately after the Ceremony.

3.27 None of the following are permitted at the Register Office:

- a) animals, except assistance dogs;
- b) smoking (including e-cigarettes);
- c) food or drink (including alcohol but excluding water); and
- d) candles.

3.28 The Register Office retains the right to prohibit any other items being brought into the Register Office.

Decoration

3.29 Due to timing constraints, it is unfortunately not possible to decorate the Venues (excluding Approved Premises, for which we do not take responsibility) for your Ceremony.

Photography

3.30 You and your guests are welcome to take photographs before the Ceremony and after the Register has been signed. If anyone wishes to film or record any part of the Ceremony, please tell the Registrar before doing so. The Registrar has the right to refuse any filming or recording of the Ceremony.

3.31 Where the taking of photographs, filming or recording causes or threatens to cause a distraction or disturbance to the Ceremony, the Registrar may stop the Ceremony and instruct that all photography, filming and/or recording ceases immediately. The Ceremony shall not recommence unless the Registrar instructs that to be the case.

3.32 Where professional photographers, film or recording is intended to take place or occurs, or where the photographs, film or recordings are intended for non-personal use (including for commercial purposes), the Register Office Film Agreement must first be entered into and its fee paid before photographing, filming or recording can commence. Please ask the Register Office for further information.

4. FEES

Current fees

4.1 The Booking Fee, the Notice Fee, the Additional Notice Fee, the Ceremony Fee and the Amendment Fee are all explained in this clause 4 and are collectively referred to in these Terms and Conditions as the **Fees**.

4.2 The Register Office's current Fees are set out in the Fees Document which can be viewed at: <https://www.bristol.gov.uk/births-deaths-marriages/planning-your-ceremony>, or contact the Register Office to obtain a current copy.

4.3 The Fees are subject to change on the 1st April each year and so any Fees payable may increase before the date of the Ceremony.

4.4 If either you or the Register Office cancels your Ceremony, you may not be entitled to any refund of Fees you have paid. The refund policy is explained in clauses 6.3 to 6.9.

Booking Fee

4.5 The **Booking Fee** is non-refundable and must be paid at the time you book your Ceremony to secure the Ceremony's date and time in the Register Office diary.

4.6 No Booking Fee is payable:

- (a) if you give notice prior to booking your Ceremony; or
- (b) in respect of Appointments.

Notice Fees

- 4.7 It is your responsibility to ensure that you give notice and undertake any other legal preliminaries correctly, within the statutory time limits prior to your Ceremony taking place, and to ensure that you are able to provide evidence of this.
- 4.8 When you give notice, each proposed party to the marriage/civil partnership shall, at the Notice Appointment, pay a non-refundable notice fee (**Notice Fee**).
- 4.9 An additional fee must be paid at the Notice Appointment if one of the parties has been divorced outside of the UK. Please contact the Register Office for further information or see <https://www.bristol.gov.uk/births-deaths-marriages/planning-your-ceremony>.
- 4.10 If a Notice Appointment is made for a time that is outside the working hours of the Register Office, an additional non-refundable notice fee (**Additional Notice Fee**) must be paid at the Notice Appointment.
- 4.11 If, for any reason, notice cannot be given at the Appointment (for example, if the correct documentation is not provided), no Notice Fee will be payable.

Ceremony Fees

- 4.12 The **Ceremony Fee** payable in respect of a Ceremony varies depending on which Venue the Ceremony will be held at.
- 4.13 If a Ceremony is due to take place less than three (3) months' from the date that notice was given, you must make full payment of the Ceremony Fees due at the time of giving notice. In all other cases, the Ceremony Fees due must be paid no later than three (3) months prior to the date of the Ceremony.
- 4.14 One official certificate will be issued in respect of any marriage, civil partnership, conversion of a civil partnership into a marriage, or citizenship Ceremony. One commemorative certificate will be issued in respect of any renewal of vows or naming Ceremony.

Amendment Fee

- 4.15 An **Amendment Fee** will be payable in respect of each occasion that details of a booking for a Ceremony (including, but not limited to, the date, time or venue of the Ceremony) are changed (an **Amendment**). All details that are changed at the same time are only subject to one amendment fee.
- 4.16 The Amendment Fee must be paid at the time that the Amendment is made.

Payment of Fees

- 4.17 Generally, Fees can be paid on the phone or at the Register Office. Please request further information from the Register Office.

5. CANCELLATION

Cancellation of Appointment

- 6.1 You may cancel your Appointment on forty-eight (48) hours' notice.

- 6.2 The Register Office has the right to cancel your Appointment in accordance with these Terms and Conditions and in any other reasonable circumstances.

Cancellation of Ceremony by the Register Office

- 6.3 Your Ceremony may be cancelled in advance by the Register Office in accordance with these Terms and Conditions and in any other reasonable circumstances.
- 6.4 If the Register Office cancels the Ceremony due to a failure by you to comply with these Terms and Conditions, you will not receive any refund for any Fees that you have paid.
- 6.5 Where a Ceremony is unable to take place due to legal restrictions and you have notified the Register Office at least one (1) week in advance, a full refund of any Ceremony Fees will be paid.
- 6.6 Refunds may take up to ten (10) weeks to process, but may take longer if you do not provide us with your account details at a reasonable time.

Cancellation of Ceremony by you

- 6.7 In the event that you need to cancel your Ceremony, one of the parties to the Ceremony must notify the Register Office in writing or by email.
- 6.8 Any Fees paid will be subject to the following refund policy:
- a) if notification of cancellation is given more than eight (8) weeks before the date of the Ceremony, you will receive a full refund of any Ceremony Fees paid.
 - b) if notification of cancellation is given between eight (8) weeks and two (2) weeks before the date of the Ceremony, you will receive a 50% refund of any Ceremony Fees paid.
 - c) if notification of cancellation is given less than two (2) weeks before the date of the Ceremony, no refund shall be made on Ceremony Fees paid.
- 6.9 Please note that in the event that you cancel your Ceremony, neither the Booking Fee nor the Notice Fee will be refunded to you.
- 6.10 Refunds may take up to ten (10) weeks to process, but may take longer if you do not provide us with your account details at a reasonable time.

6. REBOOKING

Rebooking of Appointment

- 7.1 If an Appointment has been cancelled by you or by the Register Office, you can schedule a new Appointment, subject to the Register Office's availability. An Amendment Fee will not be payable.

Rebooking of Ceremony

- 7.2 If a Ceremony has been cancelled by you or by the Register Office, you can schedule a new Ceremony, subject to the Register Office's availability and your payment of an Amendment Fee. A Booking Fee will not payable.

- 7.3 If you wish to rebook a Ceremony, you may need to give notice again, and pay the relevant Notice Fee.
- 7.4 If a change to the date, time or place of a Ceremony incurs a higher Ceremony Fee, the difference must be paid at the time of rebooking. If the change to the date, time or place incurs a lesser Ceremony fee, no refund shall be given.

7. LIMITATION OF LIABILITY

8.1 The Register Office shall not be liable (whether under contract, tort (including negligence) or otherwise) for loss (including financial loss), damage, costs, claims, proceedings or expenses made against, incurred or suffered by you, resulting directly or indirectly from or in connection with:

- a) any delay in performing or failure to complete your Appointment or perform your Ceremony where such delay or failure to do so is caused by:
 - a. you or any of your guests; or
 - b. a legal impediment to proceeding with such Appointment or Ceremony (or any lack of evidence to show that no such legal impediment exists); or
- b) any failure or deficiency in, or damage to, any property of you or any guest (and, for the purposes of this clause, 'guest' shall include, but not be limited to, any photographer, film or audio recorder, professional or otherwise);
- c) any Approved Premises; or
- d) any other situation where liability is limited under these Terms and Conditions.

8.2 The Register Office's liability under or in connection with these Terms and Conditions shall be limited to £10,000 in aggregate. This limit shall apply however that liability arises.

8.3 The Register Office cannot be held responsible and is not liable for any Appointment or Ceremony that has to be cancelled as a result of a Force Majeure Event. A "Force Majeure Event" means 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 the Register Office and its third party providers, is beyond their reasonable control.

The Register Office recommends that you take out your own independent insurance against the possibility of cancellation or postponement of any part of your Ceremony to cover any losses you may suffer. The Register Office cannot recommend an insurance provider.

8. COMPLAINTS

- 9.1 Any complaint or claim must be made to the Register Office within one year of the Ceremony or any remedies available to you under these Terms and Conditions shall be deemed to be waived.