

The Kent County Council (KCC) Libraries, Registration and Archives (LRA) Kent Registration Service Terms and Conditions of Acceptance

Civil Marriage & Civil Partnership Ceremony Bookings

These Terms and Conditions apply to your Ceremony booking. By booking a Ceremony you accept that it is subject to the Terms and Conditions as set out below in their entirety.

1. A "Ceremony" (for the purpose of these Terms and Conditions) is defined as a:
 - 1.1.1 Marriage Ceremony
 - 1.1.2 Civil Partnership Ceremony
 - 1.1.3 Renewal of Vows Ceremony
2. By accepting these Terms and Condition you confirm and/or agree that:
 - 2.1.1 There is no legal impediment to the marriage or civil partnership.
 - 2.1.2 If it is alleged that a legal impediment to a marriage or civil partnership exists, the Superintendent Registrar has a legal duty to investigate before the Ceremony can take place. Kent County Council will not be liable or accountable for any resulting delay, postponement or cancellation of your Ceremony and/or financial loss that may occur.
 - 2.1.3 It is your responsibility to ensure that you have completed the required legal preliminaries to the Ceremony correctly (where they are required), and within the statutory time limits.
 - 2.1.4 Any foreign divorce/dissolution papers have been accepted by the Registrar General where applicable.
 - 2.1.5 Home Office permission has been granted where applicable.
 - 2.1.6 If either party intending to marry has previously gone through a foreign divorce/dissolution of a previous marriage/civil partnership and/or decided to book a Ceremony before the divorce/dissolution has been approved, no refund or financial compensation will be given if the marriage/civil partnership cannot take place due to processing times or decision of the Home Office, the Registrar General or another third party.
 - 2.1.7 A Booking Confirmation fee has been paid (please refer to clause 5 below).
3. **Other ceremonies and services**
 - 3.1 For Renewal of Vows, your Ceremony booking is accepted on the condition that:
 - 3.1.1 Proof of prior marriage/civil partnership taking place is provided. The Ceremony does not give any legal status or rights.
4. **Booking Confirmation Fee**
 - 4.1 A booking fee is payable at the time of booking a Ceremony to secure the Ceremony.
 - 4.2 The booking fee is non-refundable.
5. **Ceremony Fee**
 - 5.1 A Ceremony fee is payable either at the time of booking or by 16 weeks prior to the date of the Ceremony, whichever is nearer to the date of the Ceremony. See cancellation of bookings at clauses 8 and 9 for further details.

6. Cancellation Fee

- 6.1 You agree that a cancellation fee is payable where a booking is cancelled by you.
- 6.2 Where a booking is cancelled by you, Kent County Council will refund the Ceremony fee less the cancellation fee. All requests for a refund must be made to Kent County Council in writing from the couple (both parties to the Ceremony). Kent County Council is obliged to refund to the original account payee only.

7. Cancellation of bookings by Kent County Council

- 7.1 Your Ceremony may be cancelled by Kent County Council if: -
- 7.1.1 The Booking Confirmation fee has not been paid by you in accordance with clause 5 above.
- 7.1.2 Legal preliminaries have not been completed by you.
- 7.1.3 The Ceremony fee has not been paid at the time of booking or by 16 weeks prior to the date of the Ceremony in accordance with clause 6 above.
- 7.1.4 A cancellation fee is not payable if Kent County Council cancels your Ceremony for any reason.

8. Cancellation/changes of booking by you (the Couple) or an Approved Premise Venue

- 8.1 For the purpose of these Terms and Conditions, "Approved Premise Venue" means: premises approved Kent County Council under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnization and registration of civil marriages and civil partnerships.
- 8.2 The couple/you and the Approved Premise Venue must confirm all cancellations and changes, by letter or email to the registration office managing your Ceremony without delay.
- 8.3 Any change to the Ceremony arrangements will incur a Ceremony amendment fee (payable to Kent County Council) and, where applicable, may require an updated or additional Ceremony fee to be paid (to Kent County Council) as well as new legal preliminaries to be given and paid for.

9. Ceremonies in gazebos, free standing outside structures or outside areas

- 9.1 Bookings will be accepted in gazebos and other freestanding outside structures or in outside areas during BST (British Summer Time). This is usually the last Sunday in March until the last Sunday in October.
- 9.2 Ceremony bookings in gazebos and other freestanding outside structures or outside areas after BST require the consent of the Kent Registration Service.
- 9.3 The Venue is required to keep a back-up room (licensed for civil ceremonies), available to complete the Ceremony indoors should the weather be unsuitable on the day.
- 9.4 Kent County Council cannot be held responsible if the back-up room does not have enough space for all guests to witness the Ceremony. This is a matter for the Venue and the couple to discuss and agree.
- 9.5 Registration Staff will make the final decision as to where it will be appropriate to complete the Ceremony when the weather is unsuitable to be held outside on the day.

10. Ceremony content

- 10.1 Kent County Council will provide a Kentish Ceremony. 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.
- 10.2 A civil Ceremony must not include any religious content.
- 10.3 Kent County Council will make the final decision on any wording used in the Ceremony, and will not accept liability for any omission, which may be caused by reasons beyond its control.

11. Staff

- 11.1 Kent County 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 of the Ceremony.

- 11.2 The attendance of any individual registrar cannot be guaranteed. It is not possible to choose which Registrar will attend your ceremony.
- 11.3 At your marriage/civil partnership ceremony you must provide two witnesses who are over the age of 16 and can speak and understand English. Kent County Council's staff cannot act as witnesses. It is your duty to provide witnesses for your ceremony. No more than two witnesses per marriage or civil partnership is permitted.

12. Room Capacity

- 12.1 For fire, safety, and comfort if the number of guests exceeds the capacity of the room some guests may be excluded from the Ceremony. This is agreed with the Approved Premise Venues at the time of licensing the Venue.

13. Liability

- 13.1 You agree that Kent County Council will not be liable for:
- 13.1.1 The failure of any music system provided by the Venue, you or a third party.
- 13.1.2 Any delay or loss caused by your late or non-arrival to the Ceremony.
- 13.1.3 Any loss caused by a request from you or your representatives to delay the Ceremony.
- 13.1.4 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, and (c) it would be against the public interest.
- 13.1.5 Any decision to delay the Ceremony which is at the discretion of Kent County Council.
- 13.1.6 Any delay, the cause of which is outside of the control of the staff attending the Ceremony.

14. Citizenship

- 14.1 For all individual citizenship ceremonies, the appropriate fee is payable at the time of booking.

15. General

- 15.1 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) Kent County Council will do everything it can to ensure your Ceremony takes place on your chosen day. However, Kent County 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 its control. Kent County Council recommends that you consider taking out Ceremony insurance to cover losses or expenses incurred in the case of such events.
- 15.2 The Coronavirus pandemic has not ended, and the virus is still present in the population. Ceremonies and appointments may be subject to cancellation and rescheduling at short notice. You agree and understand the risk of late notice cancellations and/or rescheduling.
- 15.3 It is an offence under section 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 UK Visa and Immigration intervention, no refund shall be payable or financial compensation given for any losses incurred.
- 15.4 Any reference to working days does not include Saturday, Sunday, Bank or Public holidays.
- 15.5 Approval of the Venue is granted only in connection with the provision of ceremonies. Kent County Council cannot accept liability for the failure or neglect on behalf of the Venue (the Approved Premise Venue), of any agreement between you and the Venue (the Approved Premise Venue) for the use or provision of any services and/or facilities.
- 15.6 Any complaint or claim against Kent County Council should be made as soon as reasonably practicable in writing.
- 15.7 Kent County Council provides a secular Ceremony which cannot include religious content. This includes any hymn, carol or song that contains religious messages or references.

- 15.8 If you fail to attend your Ceremony, the fee(s) paid is/are non-refundable.
- 15.9 If there is any requirement for a Ceremony to be moved to another Venue this will be in discussion with all parties concerned.
- 15.10 The following words and phrases referred to in these Terms and Conditions shall be interpreted as follows:-
- 15.11 “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.
- 15.12 “Venue” - means Approved Premises/Approved Premise Venue approved by Kent County Council under the Civil Marriages and Civil Partnerships (Approved Premises) Regulations 2005 for the solemnization and registration of civil marriages and civil partnerships.

16. Data Protection

- 16.1 The personal information you give us will be held in the strictest confidence and will not be passed on to any third parties.

These Terms and Conditions must be read in conjunction with our schedule of fees. Please visit www.kent.gov.uk/registration for citizenship ceremonies or www.akentishceremony.com for all other ceremonies.

We may write to you approximately six 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.

This document is available in alternative formats and can be explained in a range of languages. Please call 03000 415151 for details