



CEREMONIES TERMS AND CONDITIONS

Essex Registration Service



CONTENTS

-
1. Legal Preliminaries
 2. Licensed Venue
 3. Fees
 4. Changes to a booking
 5. Cancellations
 6. Refunds
 7. Format and content of ceremonies
 8. Registrars attending your ceremony
 9. Witnesses attending your ceremony
 10. Outside Ceremonies.
 11. Liability and problems that may arise in your ceremony
 12. After your ceremony
 13. Further advice and information
 14. Customer Contact
 15. Complaints
 16. Privacy Statement
 17. Force Majeure
 18. General
-



Essex County Council

Essex Registration Service - Terms and Conditions

Essex County Council ("We" or "Essex County Council")

Please read the following terms and conditions carefully. Failure to adhere to these terms and conditions could result in you incurring additional fees or your ceremony being delayed or cancelled. If you are unclear on any of the aspects on this document, please contact us by email at registration@essex.gov.uk.

Essex County Council may at its sole discretion, exercise its rights under these Terms and Conditions, to the extent that the circumstances giving rise to such rights arise under these Terms and Conditions.



1. Legal Preliminaries

1.1 Please note that this Clause 1 (Legal Preliminaries) applies to legal marriage and civil partnership ceremonies only. This Clause 1 (Legal Preliminaries) does not apply to non-legal ceremonies such as Renewal of Vows, Naming ceremonies and Commitment ceremonies.

1.2 There must be no impediment in marriage or civil partnership legislation to prevent Notice of Marriage or Civil Partnership ("Legal Notice") being given or the event taking place.

1.3 Please note any person who knowingly and wilfully gives false information or makes a false declaration is liable to prosecution for perjury.

1.4 If either of you is a foreign national who is subject to immigration control, your marriage/civil partnership schedule being issued is subject to Home Office permission being granted where applicable.

1.5 The relevant Legal Notice fee ("Legal Notice Fee") must be paid in full at the time of booking the Legal Notice appointment. The Legal Notice Fee is non-refundable in all cases.

1.6 Once a Legal Notice has been signed legally, it is only valid for the exact location stated. If you change your venue you will need to pay for and attend a new Legal Notice appointment.

1.7 You are required to fulfil your legal obligations to obtain permission to marry / form a civil partnership. You must give Legal Notice at your local register office. If you are unsure of the process or which office to contact for an appointment, please either check our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/get-married-or-form-civil-partnership/give-notice> or contact us at registration@essex.gov.uk.

1.8 Legal Notice cannot be given more than one year in advance of your ceremony but must be completed at least 29 days before the date of your ceremony; these are the Statutory Time Limits. However, we recommend that you give Legal Notice at least 3 months before the date of your ceremony.

1.9 If you do not complete Legal Notice in accordance with Clause 1.8, the legal ceremony cannot go ahead and will be cancelled.



1.10 Essex County Council is not liable for any consequences of non-compliance with the Statutory Time Limits referred to in Clause 1.8.

1.11 If you are subject to immigration control, Home Office permission may be required. The Home Office may decide to extend the waiting period from 29 to 71 days and therefore amend the Statutory Time Limits. We advise that you do not make firm arrangements for your ceremony until Home Office approval is received.

1.12 Essex County Council is not liable for any consequences of The Home Office's decisions to extend the waiting period or amend the Statutory Time Limits, as explained in Clause 1.11.

1.13 Your Legal Notice is valid for 12 months from the date of your completed appointment for the Licensed Venue you have named.

1.14 In the event that you need to reschedule your ceremony beyond the 12-month Legal Notice period or change your Licensed Venue, you will need to give your Legal Notice again.

1.15 If you do not live in England or Wales or are subject to immigration control, the Statutory Time Limits, general timescales and process may lengthen, please contact us at registration@essex.gov.uk as soon as possible for advice.

1.16 The Legal Notice is put on public display in your local register office for 28 full days following your appointment. On the 29th day, your marriage/civil partnership schedule will be issued. If you do not give Legal Notice, then we cannot conduct your ceremony.

1.17 Legal preliminaries must be completed within the Statutory Time Limits, as set out in Clauses 1.8 and 1.11. It is your responsibility to ensure this is done (please note we do not issue marriage/civil partnership schedules on a Saturday, Sunday, or a Bank Holiday).

1.18 There are certain documents that are required at the Legal Notice appointment, and these will be detailed fully when you book your Legal Notice appointment. Details of the required documentation is also available on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/get-married-or-form-civil-partnership/give-notice>. We will be unable to take your Legal Notice(s) if you do not provide the specified documents.



1.19 If your Legal Notice is referred to the Registrar General, due to any foreign divorce/dissolution papers, the issuing of your marriage/civil partnership schedule may be delayed until it is accepted by the Registrar General (Clearance).

1.20 Foreign divorce clearance can take longer than the standard 29 or 71 days waiting period. In these cases, your ceremony date may have to be changed if clearance is not provided by the Registrar General by your ceremony date.

1.21 Responsibility for the arrangement of your Legal Notice appointment lies entirely with you.

2. Licensed Venue

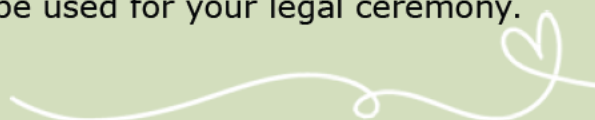
2.1 A Licensed Venue is a venue that is granted a licence by Essex County Council, on the approval of the General Register Office. Legal ceremonies cannot take place in any other location except in a religious building that is registered with the General Register Office (a "Registered Building"). If your legal ceremony is due to take place in a Registered Building, you do not need to book a Licensed Venue. Your church's representative will be able to advise you if you need to book an Essex Registration Service registrar to attend your ceremony in a Registered Building.

2.2 It is your responsibility to ensure that you have booked a Licensed Venue that is licensed and approved for Marriages and/or Civil Partnerships. A list of Licensed Venues in Essex is available on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/get-married-or-form-civil-partnership>. Alternatively, please contact us at registration@essex.gov.uk for information about Licensed Venues.

2.3 You must make a provisional booking with your chosen Licensed Venue before booking the registrars to attend your ceremony.

2.4 The Essex Register Office in Chelmsford is managed directly by Essex County Council and your venue booking will be made at the same time you book your ceremony. All other Licensed Venues must be contacted directly and booked with the venue's own management team.

2.5 A marriage or civil partnership can only take place in a specified room, at a Licensed Venue. The legal ceremony may take place outdoors if the outdoor area lies within the boundaries, and it has been deemed suitable by the licensing officer. Your venue will be able to advise you which rooms and outdoor areas can be used for your legal ceremony.



2.6 Each room licensed for marriages and civil partnerships has a maximum capacity, and no ceremony can proceed if this capacity is exceeded. The number of people in the room includes you, registrars, guests, children, babies, and professionals such as musicians or photographers. Additional guests over this number will be excluded from the ceremony. Please liaise with your venue to ensure that the number they are licensed for is not exceeded; this will save any disappointment on your special day.

2.7 If you are planning an outdoor ceremony at a Licensed Venue, please see Clause 10 (Outside Ceremonies).

3. Fees

3.1 All fees for the ceremony are payable 6 months prior to your ceremony date and a reminder email will be sent to you at this time.

3.2 If the ceremony is due to take place within 6 months of the booking, you will be asked to pay the full fee at the time of booking.

3.3 If fees are still outstanding within 6 months of the ceremony date, your booking can no longer be guaranteed and may be cancelled by Essex County Council at its sole discretion.

3.4 A deposit forms part of the final fee charged for attendance at your ceremony and is payable at the time of booking. The deposit is non-refundable.

3.5 Current fees for marriage and civil partnership ceremonies are available on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/get-married-or-form-civil-partnership/book-and-pay-registrar>. Current fees for non-statutory ceremonies, such as naming ceremonies, commitment ceremonies and renewal of vows ceremonies, are available on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/other-ceremonies>. Alternatively, please contact us at registration@essex.gov.uk for information about current fees. Details of your own ceremony fees can also be accessed via your ceremony portal.

3.6 You will be charged the fees which apply at the time you book your ceremony. Fees are subject to change each financial year. If you make changes to your ceremony date, time, venue or type, we will recalculate your final balance using the fees which apply at the time you request the amendment. Other fees, such as statutory ceremony and certificates fees, can change at any time. We reserve the right to pass on any future fee increases to you.



3.7 All payments should be made by debit or credit card, but alternative arrangements can be made, at Essex County Council's sole discretion, where this is not possible. You can make instalment payments and pay your full balance before the 6 months. This can be paid via your ceremony portal.

4. Changes to a booking

4.1 If you make any changes with your venue to the following:

4.1.1 Ceremony date;

4.1.2 Ceremony time;

4.1.3 Ceremony venue; or

4.1.4 Ceremony type.

you must contact us at the earliest opportunity to check availability by:

4.1.5 Using the 'Contact Us' page via your ceremony portal, which can be accessed at <https://myceremony.bookinglab.co.uk/essex/52500;>

4.1.6 Emailing us at registration@essex.gov.uk; or

4.1.7 Calling us at 0345 603 7632.

4.2 Any changes to the details above will incur an administration fee. Details in respect of the administration fee are available on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/get-married-or-form-civil-partnership/book-and-pay-registrar-for-civil-marriages-and-partnerships> and <https://www.essex.gov.uk/births-ceremonies-and-deaths/other-ceremonies> for non-statutory ceremonies (such as Renewal of Vows, Naming and Commitment ceremonies) and will be included in your booking confirmation email. The change will not be confirmed until payment is received. Administration fees are non-refundable in all cases.

4.3 Any difference between the new ceremony fees and the original ceremony fees will be added to your final balance. If you have already paid your full balance, any additional fees must be paid at the time the changes are made. Essex County Council will advise you if there are additional fees payable.

4.4 If you have already given Legal Notice and then change your ceremony type, venue or move your ceremony to a date after the Legal Notice has expired, you are required by law to give new Legal Notice. You will be required to pay additional Legal Notice Fees, which are non-refundable in all cases.



4.5 To amend your ceremony details, you must confirm the ceremony type, venue, date and time of your new booking.

4.6 Essex County Council will accept and confirm changes to your booking at its sole discretion. We are unable to guarantee that any changes that you make will be confirmed, Essex County Council takes ceremony bookings 2 years in advance and availability may be limited.

4.7 If your change cannot be accommodated and you do not want to keep your existing booking, your ceremony will be cancelled, and the non-refundable deposit will be lost.

4.8 If you are changing venue type or ceremony type, an administration fee will still be charged. Administration fees are non-refundable in all cases.

5. Cancellations

5.1 In the event you need to cancel a ceremony, you must notify us as soon as possible by emailing registration@essex.gov.uk.

5.2 An email giving notice of cancellation will be deemed to have been received by the ceremony team on the date of sending, provided that the email is sent on a working day between 9am and 4pm. If it is sent by email at any other time, notice will be deemed to have been received at 9am on the next working day.

5.3 If the notification is not sent to the correct email address, no responsibility can be accepted by Essex County Council for its non-arrival.



6. Refunds

6.1 In the event you cancel your ceremony, requests for a refund will be considered on an individual basis by Essex County Council subject to the following conditions:

6.1.1 The non-refundable deposit, paid at the time of booking, is non-refundable in all cases.

6.1.2 Administration fees and Legal Notice Fees are non-refundable in all cases.

6.1.3 We reserve the right to cancel your booking if the legal preliminaries set out in Clause 1 (Legal Preliminaries) are not met and fees are not paid.

6.2 Where payable, refunds will be made to the credit or debit card used to pay the fee. Bankers' Automated Clearing System (BACS) refunds may be requested in exceptional circumstances. No cash refunds will be made.

6.3 It is advisable that you take out ceremony insurance to cover losses or expenses incurred in the event of unexpected circumstances.

7. Format and content of ceremonies

7.1 An Approved Premises is any Licensed Venue which is not on the Essex Register Office and not a venue providing a community venue ceremony. If you have chosen a ceremony in an Approved Premises, Essex County Council will provide the legal ceremony and a range of choices for your ceremony content. If you wish to include further enhancements, these should be discussed with Essex County Council at the earliest opportunity. The Superintendent Registrar has the final decision on whether your request can be accommodated.

7.2 Where a 'You Plus Two' ceremony has been booked, the registrars will deliver a standard ceremony, and no additional choices will be offered. For the avoidance of doubt, a 'You Plus Two' ceremony is a ceremony at The Essex Register Office which is attended by you (the couple) and two witnesses. The Essex Register Office has limited capacity. You will be able to bring only two witnesses to your ceremony.

7.3 We require you to provide your chosen ceremony choices at least 10 weeks prior to your ceremony date. If we do not receive your ceremony choices, our registrars will deliver a standard ceremony.



7.4 We recommend that you do not make last-minute changes to your ceremony choices, as this may cause you additional stress and worry. Any unavoidable amendments to your choices on the day of your ceremony should be discussed with the registrars attending your ceremony. The registrars attending your ceremony will have the final decision on whether your request can be accommodated.

7.5 Essex County Council reserves the right to make the final decision on any wording used, and will not accept liability for any omission, mistakes or errors which may be caused by reasons beyond its control.

7.6 A civil ceremony can have no religious content by law. This includes any hymn, carol, song, reading, action, or words that contain religious messages or references.

7.7 A civil marriage or civil partnership is a legally binding and solemn ceremony. The content you choose must reflect the solemn and dignified nature of the ceremony. You and your guests are expected to conduct yourselves in an appropriate manner before and during the ceremony.

7.8 Our staff are committed to offering a professional service, but we will not tolerate any physical or verbal aggression, including the effects of alcohol or drugs. We reserve the right not to carry out your ceremony in these circumstances.

7.9 In the event that you appear to be under the influence of alcohol, drugs or any other circumstance that diminishes your ability to understand and consent to getting married or forming a civil partnership, the registrars in attendance will make the final decision in respect of whether the ceremony can go ahead.

7.10 For legal ceremonies, the venue's license states that food and drink may not be consumed in the ceremony room during the ceremony and for an hour before the ceremony.

8. Registrars attending your ceremony

8.1 Registrars from other districts can be requested but this is at the discretion of the Superintendent Registrar and evidence of employment and current conducting skills will be sought.

8.2 Requests for specific Essex registrars to attend your ceremony cannot always be accommodated for operational reasons. We will allocate personnel to attend your ceremony and reserve the right to substitute other experienced and qualified staff in case of sickness or other unforeseen circumstances on the day.



9. Witnesses attending your ceremony

9.1 Please note that this Clause 9 (Witnesses attending your ceremony) applies to legal marriage and civil partnership ceremonies only. This Clause 9 (Witnesses attending your ceremony) does not apply to non-legal ceremonies such as Renewal of Vows and Naming ceremonies.

9.2 Two witnesses are legally required to sign the marriage schedule or civil partnership formation document. The registrars cannot provide witnesses. Both witnesses must speak and understand English.

9.3 If the requirements set out in Clause 9.2 are not satisfied, the legal ceremony cannot go ahead.

9.4 Essex County Council requests that your witnesses are aged 16 or over. The witnesses must also understand the nature and purpose of a legal ceremony.

9.5 If the requirements set out in Clause 9.4 are not satisfied, the Registrar may ask you to provide a different witness.

9.6 Witnesses must both be present in the licensed room for the whole ceremony. If a witness leaves the room during the ceremony, another guest will be asked to act as witness.

10. Outside Ceremonies

10.1 If you are planning an outdoor ceremony, please ensure your venue also provides indoor licensed facilities set up for a ceremony inside in case the conditions do not allow the ceremony to take place outside.

10.2 If the inside room is not large enough for all the guests, you will have to decide who joins them in the room.

10.3 You will be asked to confirm the alternative indoor arrangements when you submit your ceremony choices.

10.4 If your outside ceremony is to take place under a licensed structure then you, the registrars and witnesses must all be within that structure for the entirety of the ceremony.



10.5 The decision as to where your ceremony will take place is made by the Registration Staff present on the day and their decision is final. Our conditions for a ceremony being moved inside include but are not exclusive to:

10.5.1 Rain, damp conditions or the likelihood of showers and snow;

10.5.2 Extremes of temperature; and

10.5.3 The marriage/ civil partnership schedule being put at risk by damp conditions, winds, rain, or snow as the marriage/civil partnership schedule is a unique document that cannot be replicated.

11. Liability and problems that may arise in your ceremony

11.1 We do not accept liability for:

11.1.1 Failure to give Legal Notice or to pay the balance of fees which results in the ceremony not going ahead as planned.

11.1.2 The failure of any music system provided by the venue, yourself or a third party

11.1.3 Any delay or loss caused by your late or non-arrival at the due date and time

11.1.4 Any loss caused by a request from you or your representatives to delay the ceremony.

11.1.5 Any loss caused by a request from you or your representatives to cancel a ceremony on the day following the decision of Registration Staff to move the ceremony inside as set out in Clause 10 (Outside Ceremonies).

11.1.6 Failure or neglect on behalf of the venue or other suppliers, for any agreement between you and the supplier for the use or provision of any services and/or facilities. This includes planned or sudden unplanned closure of your venue.

11.1.7 Any loss or compensation where a ceremony is stopped from proceeding because:

11.1.7.1 it would be void if it went ahead;

11.1.7.2 an offence under English law would be committed; or

11.1.7.3 it would be against the public interest.



11.1.8 Any loss to the extent that it is caused by a Force Majeure event pursuant to Clause 18 (Force Majeure).

11.2 Nothing in these Terms and Conditions shall limit or exclude Essex County Council's liability for:

11.2.1 death or personal injury caused by its negligence;

11.2.2 fraud or fraudulent misrepresentation; or

11.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

11.3 By agreeing to these Terms and Conditions, you acknowledge that you are aware of the following:

11.3.1 The legal preliminaries set out at Clause 1 (Legal Preliminaries).

11.3.2 Your ceremony start time is the time given on your ceremony booking.

11.3.3 You must both meet with the registrars at your venue up to 30 minutes prior to your ceremony start time. Timings vary depending on your venue, you will be advised separately of the timings that apply to your booking.

11.3.4 Your ceremony must begin on time. Our registrars must be able to travel calmly and safely to their next ceremony. We reserve the right to leave your ceremony should we feel that the following ceremony will be compromised. This decision will not be taken lightly or without consultation with your venue and yourselves.

11.3.5 Where a ceremony starts late, due to the late arrival of you or guests, the registrar has the right to change the format and content of the ceremony to allow a legal ceremony to take place in the remaining time available.

11.3.6 The registrar has the right to refuse any music, reading or ceremony content deemed unsuitable for a civil ceremony.

11.3.7 The registrars always endeavour to work with photographers, videographers, and musicians so your special day is captured the way you imagine. However, we do reserve the right to restrict usage if it impedes the ceremony.

11.3.8 Please note the only aspect of the ceremony that cannot be photographed is the signing of the marriage/civil partnership schedule.

11.3.9 Essex County Council is not responsible for any problems arising at a Licensed Venue which impacts on the planned ceremony taking place.



12. After your ceremony

12.1 Please note that this Clause 12 (After your ceremony) applies to legal marriage and civil partnership ceremonies only. This Clause 12 (After your ceremony) does not apply to non-legal ceremonies such as Renewal of Vows and Naming ceremonies.

12.2 During the ceremony you will be asked to check and sign the marriage /civil partnership schedule. It is important that you check the details carefully before signing it.

12.3 Once you are asked to check and sign the marriage/ civil partnership schedule, the responsibility for the accuracy of the registration passes from the registrars to yourselves. If a mistake is found later and you require a correction to be made, a statutory fee of £99 is payable. Essex County Council is not liable for any mistakes found after you have checked and signed the marriage/ civil partnership schedule

12.4 You will not be issued with your certificate(s) on the day. Your paperwork (comprising the marriage/ civil partnership schedule, any additional forms used by the registrars depending on your circumstances and information about the number of certificates purchased and the address which they must be sent to) will be returned to the office by us, and your official certificate(s) will be sent to you in the post; Essex County Council will notify you by email when the certificates are posted.

12.5 Before your ceremony, additional certificates can be ordered via your ceremony portal. Following your ceremony, you can order additional certificates via the Essex Record Office website at <https://www.essexrecordoffice.co.uk/>. Alternatively, please contact us at registration@essex.gov.uk for information about additional certificates.



13. Further advice and information

13.1 Further details about ceremonies in Essex can be found on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths/get-married-or-form-civil-partnership/give-notice>. Up-to-date information, including fees, is always accessible there.

13.2 You can also manage your own ceremony via your ceremony portal, which can be accessed at <https://myceremony.bookinglab.co.uk/essex/52500>. Log in details will be sent to you when you book your ceremony.

13.3 Alternatively, please contact us by email at registration@essex.gov.uk.

14. Customer Contact

14.1 It is your responsibility to ensure that you update us with any changes to relevant contact details, such as phone numbers, home address, and email address.

14.2 Most questions can be answered by reading all the pages on our website at <https://www.essex.gov.uk/births-ceremonies-and-deaths> and by checking your ceremony portal which can be accessed at <https://myceremony.bookinglab.co.uk/essex/52500>. However, you can contact our friendly ceremony coordination team by contact form via your ceremony portal or by email at registration@essex.gov.uk who will be more than happy to help.

15. Complaints

15.1 We take customer complaints very seriously. We subscribe to the principles of The Local Government Ombudsman – Commission for Local Administration in England – Remedies Guidance on good practice. Any complaint must be made via the official complaint's procedure. Details can be found at the following link: <https://www.essex.gov.uk/complaints-and-compliments>. Alternatively, please contact us by email at registration@essex.gov.uk for information about complaints.



16. Privacy Statement

16.1 Please read the Essex County Council privacy policy at the following link: <https://www.essex.gov.uk/about-essexgovuk/privacy-and-data-protection/your-privacy>. Essex County Council's privacy policy includes information on how we use your information and protect your privacy. Alternatively, please contact us by email at registration@essex.gov.uk for information about our privacy policy.

17. Force Majeure

17.1 **Force Majeure** means war, civil war, armed conflict, terrorist attack, governmental action, fire, flood, severe or adverse weather conditions, pandemic or epidemic, or any other act or matter which, notwithstanding the reasonable diligence and foresight of Essex County Council and its partner providers, is beyond their reasonable control.

17.2 In the event of a Force Majeure, we will endeavour to perform your ceremony on your chosen day if circumstances allow.

17.3 For the avoidance of doubt, in the event of an adverse or severe weather condition which will result in the ceremony being disrupted (pursuant to Clause 18.1), Essex County Council will make every reasonable effort to attend the ceremony whilst maintaining the health and safety of its staff. In such conditions when staff cannot safely reach the approved premises of your ceremony, Essex County Council will not accept liability for their non-attendance.

17.4 It is advisable that you take out ceremony insurance to cover losses or expenses incurred in the case of events outside our control.

18. General

18.1 If any court or competent authority decides that any of the provisions of these terms will, to that extent only, be served from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

18.2 You may not transfer any of your rights or obligations under these terms and conditions to another person. We can transfer all or any of our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights under these terms.



18.3 No person who is not a party to these terms and conditions shall have any rights under or in connection with it.

18.4 All written communications by you to us must be sent by email to registration@essex.gov.uk.

18.5 These terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

