

# Merton Registration Service Terms and Conditions

These Terms and Conditions are divided into the following sections:

- 1. Ceremonies Terms and Conditions
- 2. Appointments Terms and Conditions
- 3. Rebooking, Rescheduling and Cancellation Policy
- 4. General Terms and Conditions

## 1. Ceremonies Terms and Conditions

Your ceremony booking is accepted subject to the terms and conditions set out in this document and on the basis that you agree to the terms and conditions in their entirety.

1.1 A ceremony for the purpose of the booking policy is defined as a:

- a. Marriage Ceremony
- b. Civil Partnership Ceremony
- c. Renewal of Vows
- d. Naming Ceremony
- e. Commitment Ceremony

1.2 A non-refundable booking fee (please see our fees for the current amount) must be paid at the time of the booking to secure a date for your ceremony in our diary.

1.3 The booking fee is not deductible from the cost of the ceremony.

1.4 If your ceremony is more than 12 months away from the date of booking a £100 non-refundable deposit will be chargeable at the time of booking in addition to the booking fee.

1.5 The deposit paid under 1.4 is deductible from the cost of the ceremony.

1.6 If the ceremony is in less than 3 months time full payment must be made at the time of booking.

1.7 The ceremony fees is payable either at the time of the booking or no less than 3 months prior to the date of the ceremony.

1.8 All ceremony fees once paid are non-refundable and non-transferable.

1.9 The fees charged by Merton Register Office are reviewed annually and the fee payable for your ceremony will be that in effect on the day of payment.

1.10 It is the responsibility of the couple to ensure that they complete the legal preliminaries to the marriage correctly, and within the statutory time limits.

1.11 Couples are required to give notice:

- If your booking is more than a year away: 10 months before the date of the ceremony
- If your booking is less than a year away: within two months of making the booking

Merton Registration Service reserves the right to cancel ceremonies of couples who do not give notice, couple who cannot give notice within the time frame specified must pay the full ceremony fees to secure their booking.

1.12 Couples who cannot give notice within the timeframe above due to the need to apply for visas will be required to pay the full fee at the time of booking. This fee will be non-refundable even if UKVI refuse a marriage/civil partnership visa.

1.13 If at any point 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. Merton Registration Service cannot be held accountable for any resulting delay, postponement or cancellation of your ceremony and financial loss that may occur.

1.14 If either party has gone through a foreign divorce/dissolution of a previous marriage/civil partnership and decide to book a ceremony against the advice of Merton Registration Service, before the divorce/dissolution has been approved, no refunds or financial compensation will be given if the marriage cannot take place due to the processing times or decision of the Registrar General.

1.15 Both parties must be available to meet with the Registrars at the ceremony venue no later than 15 minutes before the ceremony start time. In the event of late arrival your ceremony will be subject to rebooking and the full fee for the ceremony will apply.

1.16 Merton Registration Service will not be held responsible for any financial loss, delay, postponement or cancellation caused by the late arrival of the couple or guests. The registrars attending your ceremony have other ceremonies to attend throughout the day, and cannot allow the lateness of one ceremony to impact upon another.

1.17 The ceremony must be legally compliant and of a dignified nature. Merton Registration Service shall have the final decision on any wording and the content of the ceremony from start to finish.

1.18 Your registrar reserves the right to stop your ceremony from proceeding if:

- Either of the parties to a marriage or civil partnership appear to be acting under duress;
- Either of the parties to a marriage or civil partnership appear to be intoxicated and are therefore unable to understand the nature and purport of the ceremony;
- Either of the parties to a marriage or civil partnership appear to lack the mental capacity to understand the nature and purport of the ceremony;
- A lawful objection is made before or during the ceremony.

1.19 No food, drink (including alcohol) or animals (with the exception of assistance dogs) are permitted at Morden Park House, or in ceremony rooms at other licensed venues.

1.20 Any gifts, flowers or general goods delivered to, or left at, the Morden Park House in conjunction with your ceremony are not the responsibility of the staff at the Morden Park House.

1.21 Merton Registration service will allocate staff to attend your ceremony but is unable to guarantee the attendance of an individual registrar, and reserves the right to substitute other qualified staff in the event of sickness or other unforeseen circumstances on the day.

1.22 You must provide two witnesses who are over the age of 18 and can speak and understand English to witness the marriage/civil partnership. Merton Registration Service staff cannot act as witnesses. It is your duty to provide witnesses for your ceremony.

1.23 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 or appointment does not go ahead due to UK Visa and Immigration intervention or enforcement action, no refund shall be payable or financial compensation given for any losses incurred.

1.24 Ceremonies booked for the Court Yard Gazebo and the Garden Round House come with additional terms and conditions. Couples who book their ceremony in 'Court Yard Gazebo' or 'Garden Round House' do so on the understanding that:

- In the event of inclement weather (rain, snow, wind, excessive heat etc.) the ceremony will be relocated to an appropriate room inside Morden Park House
- The volume at which recorded music can be played will be capped to a level acceptable to the Registrar.
- The attending Registrar's decision on these matters will be final.

1.25 Should your ceremony be relocated from 'Court Yard Gazebo' or 'Garden Round House' to a room inside Morden Park House no refund will be issued if that room attracted a lower fee at that specific date and time. Should the room attract a higher fee, this will not be payable.

1.26 Ceremonies booked for 'The Belvedere' come with additional terms and conditions. Couples who book their ceremony in 'The Belvedere' do so on the understanding that:

- The Couple must of give notice to marry in the 'Hotel du Vin Wimbledon' at their own cost.
- In the event of inclement weather (rain, snow, wind, excessive heat etc.) the ceremony will be relocated to an appropriate room inside 'Hotel du Vin Wimbledon'.
- The volume at which recorded music can be played will be capped to a level acceptable to the Registrar.
- The attending Registrar's decision on these matters will be final.

1.27 All stated room capacities are the maximum legally permissible in the room. Any guests in excess of the capacity will be required to wait outside Morden Park House until the ceremony has been completed.

1.28 If you do not comply with the above conditions we reserve the right to halt the ceremony until these conditions are met. It is the responsibility of the couple to ensure that their guests are informed of, and observe, these conditions.

1.29 If the ceremony cannot take place due to any of the above terms and conditions you are subject to the cancellation and amendment fees set out below.

## **2. Appointments Terms and Conditions**

Your appointment booking is accepted subject to terms and conditions set out in this document and on the basis that you agree to the terms and conditions in their entirety.

2.1 All customers who have appointments with Merton Registration Service must arrive at the agreed time of their appointment.

2.2 Customers who arrive late for their appointments will not be seen and are subject to the rescheduling and rebooking policy below.

2.3 Customers agree to provide all original documents required (as per the guidance on our website, or the Home Office guidance notes) at the time of their appointment. Customers arriving without the correct documents will not be seen and are subject to the rescheduling and rebooking policy below. Photocopies/scanned copies will not be accepted.

2.4 Customers who are unable to provide satisfactory answers to the statutory questions asked by the Registrars at the time of their appointment will have the appointment terminated with the loss of the associated booking fee.

2.5 Use of the Nationality and Settlement Checking Services does not guarantee the approval of an application by UK Visa and Immigration. Once an application has been received by UK Visa and Immigration we are unable to offer any updates on its status.

2.6 Customers with foreign divorces agree to provide the documentation required by the General Register Office in order to assess if their divorce is valid in England and Wales.

2.7 Merton Registration Service will not be held accountable for processing times of outside bodies e.g. UK Visa and Immigration, the General Register Office.

## **3. Rebooking, Rescheduling and Cancellation Policy**

### **Booking Fees and Deposits**

3.1 A non-refundable booking fee is payable at the time of booking for all services.

3.2 If you attend the appointment, the fees paid in advance will be used towards payment for the service.

3.3 If the charge for your appointment is greater than the booking fee the balance will be payable at your appointment.

3.4 The ceremony booking fee is non-deductible from the outstanding balance of the ceremony fees.

If you are unable to attend your appointment or ceremony please see the rescheduling and cancellation details listed below.

### **Rescheduling Appointments**

3.5 All appointments can be rescheduled once (subject to availability) provided you give 5 working days or more notice. Any further changes will result in the full fee being charged.

3.6 If the alternative date incurs a higher fee, the difference must be paid at the time of rescheduling.

3.7 If the alternative date incurs a lower fee than your previous date no refund will be given.

3.8 If you give less than 5 working days notice you will have to rebook the appointment and pay the booking fee again.

3.9 Appointments can be rescheduled in writing - by letter (the 5 working days will be measured from receipt of your message) or e-mail, by phone, through our online booking system, or by personal attendance at Merton Register Office.

### **Ceremonies**

3.10 All ceremonies can be rescheduled to a different day, time and/or room within your chosen licensed venue (subject to availability). An administration fee of £30.00 will be payable each time a change is made.

3.11 If the change is made after the full fees have been paid, the booking is subject to our cancellation policy. A fresh booking would need to be made and paid for in full.

3.12 If the alternative date or room incurs a higher fee, the difference must be paid at the time of rescheduling. If your alternative date or room has a lower fee the difference will not be refunded.

3.13 Once you change or reschedule a ceremony you lose your rights to a refund at a later date.

3.14 Ceremonies can be rescheduled in writing – by letter or email, by phone or by personal attendance at Merton Register Office.

## **Cancellations**

### Appointment 1

3.15 Booking fees are non-refundable in all circumstances.

### Ceremonies 2

3.16 Booking fees are non-refundable in all circumstances

3.17 Deposits charged under 1.4 are non-refundable in all circumstances

3.18 The full ceremony fee once paid is non-refundable

3.19 Failure to attend your ceremony will be considered a cancellation without sufficient notice, and as such no fees will be refunded.

3.20 Ceremonies must be cancelled in writing - by letter or email only. You will need to include the full details of the ceremony booking (the date, time, venue and your full names) and the method of payment. It is also helpful if you are able to supply the date of payment and/or the authorisation code number which can be found on the payment receipt.

3.17 Cancellation requests should be sent to: The Superintendent Registrar, Merton Register Office, Morden Park House, London Road, Morden, SM4 5QU or e-mail to: [register.office@merton.gov.uk](mailto:register.office@merton.gov.uk)

## **4. General Terms and Conditions**

4.1 In the event of an emergency, disaster or extreme weather conditions Merton Registration Service will do everything it can to ensure your ceremony/appointment takes place on your chosen day and at the allotted time. However, Merton Registration Service cannot be held responsible and is not liable for any ceremony/appointment which has to be cancelled as a result of such events, which are outside our control.

4.2 Customers for appointments, or ceremonies and their guests may not occupy the rooms at Morden Park House, earlier than the time agreed, and must vacate the room and/or the premises not later than the time agreed.

4.3 For fire safety the maximum capacity of all our rooms may not be exceeded. If the number of guest exceeds the capacity of the room some guests will be excluded.

4.4 Ceremonies can only take place in venues that have been licensed for this purpose. Merton Registration Service cannot take responsibility for any failure on the part of licensed venues to provide additional services, not covered by this license.

We strongly recommend that all of our customers take out their own independent insurance against the possibility of cancellation or the postponement of any part of their celebrations.

Definitions used by this policy

- Appointments are: Notices of Marriage, Notices of Civil Partnership, Nationality Checking Service, Settlement Checking Service and Private Citizenship Ceremonies.
- Ceremonies are: Marriages, Civil Partnership Ceremonies, Renewal of Vows or Naming Ceremonies.