



Wedding Cancellations due to Coronavirus – Where do you stand?

The outbreak of Coronavirus (COVID-19) is an unprecedented and rapidly evolving challenge that has impacted upon every aspect of life. Here in Cornwall and the Isles of Scilly, the restrictions on non-essential travel and the mandatory closure of most business premises is disrupting a large number of weddings due to take place this Spring. As anyone who has organised a wedding will know, the number of different elements involved means that each ceremony will rely upon a number of different suppliers. As a result of these complications, we are now offering this advice and guidance to anyone wondering where they stand.

Here in Cornwall we have seen many examples of couples, their chosen venue and the other businesses involved all being flexible and working constructively to try and avoid the need to cancel completely; either by agreeing a revised booking date or by securing some other arrangement (i.e. deposit/monies held pending the lifting of restrictions and the re-opening of bookings). These voluntary arrangements go to show that the majority of couples are still keen to have their Special Day to look forward to, once the current restrictions are lifted and in return it has helped those businesses who may otherwise struggle due to the financial impact of the current situation.

But there still may be some couples who are unable to postpone to an alternative date for whatever reason and in those cases, it will be important to look at the terms and conditions in each of the contracts with the various suppliers. Some businesses may have included a specific contract term to cover forced cancellations, often referred to as a 'force majeure' clause.

However, most smaller businesses (florists, car hire, photographers, etc) may not have extensive written terms and conditions that cover such scenarios. In these extra-ordinary times, legislation that was introduced during the Second World War may help in situations where a satisfactory solution cannot be reached.

The Government's restrictions in response to Covid-19 may bring into effect the rights and obligations contained within the Law Reform (Frustrated Contracts) Act 1943. Although this old legislation contains a statutory entitlement to a refund for any contract that has "*become impossible of performance or been otherwise frustrated*" (e.g. as a result of the current Covid-19 restrictions where the government has ordered the closure of venues and other non-essential businesses), couples should be aware that a business may deduct any

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reasonable, unavoidable costs they have incurred in performing their part of the contract, up until the date of the frustrated event.

This entitlement will only apply while the restrictions are in place, therefore, weddings booked for beyond the period of restrictions will not become 'frustrated' until the actual date has passed. You will not be able to insist on a refund in advance.

Ultimately claims under the 1943 Act would have to be enforced through the County Court but hopefully the majority of cases will be resolved between couples and the various service providers without needing to get to that stage.

So, if it is not possible to rearrange the date of the wedding here are some practical steps to resolving any cancellation issues:

- Check any terms and conditions relating to your booking. Do they state that all monies will be refunded in situations where cancellation occurs due to 'force majeure' (i.e. major unforeseen events outside of either party's control)? If so, then contact the business to request a refund and follow their processes in the first instance.
- In relation to any accommodation booked, if you have travel insurance check the small print to see if your booking is covered; if so, contact your insurer to register a claim.
- If any element of your wedding cost between £100 and £30,000 and you paid some or all of the amount by credit card, you may be able claim through your credit card company. Contact your credit card provider to register a claim.
- Finally, as a last resort, where the service provider continues to refuse a refund and you have no other means of getting your money back, then you may consider issuing a claim via the County Court, under the Law Reform (Frustrated Contracts) Act 1943.

Remember, all businesses are facing significant financial pressure at this time, but we are sure that the majority will be very keen to re-book customers to recover business later in the season.

If you do still need further advice or information about cancelling a booking due to Covid-19 please call the Citizens Advice Consumer Service on **0808 223 1133** or contact Cornwall Council Trading Standards at businesscompliance@cornwall.gov.uk.

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Frequently Asked Questions:

- Do these cancellation rights apply to the Registration Service fee? [The same rights will apply but remember that the Registration Service will have already completed a lot of work in advance of the actual ceremony. As a result, the deposit payment will be retained to cover those costs.](#)
- If the new ceremony date falls outside the current Marriage Authority period will I need to give notice again and will I have to pay again? [Yes. You will have to give notice again and obtain a fresh Marriage Authority. Giving notice is a statutory requirement and forms part of the legal preliminaries to each marriage or civil partnership ceremony. The original fee covers the cost of taking the original notice and producing the original Marriage Authority, so you can expect to have to pay for the new Notice and Authority.](#)
- Will I also need to establish my 7 days of “Residency” again if the period of notice needs to be repeated? [Yes, you will. But don’t forget that you should be able to cancel or rearrange any original accommodation or travel bookings.](#)
- Can a venue insist that we claim on our insurance rather than them refunding us any deposit payment? [The Competition and Markets Authority takes a dim view of any business that seeks to avoid its customers’ legal rights. The Authority wrote to many wedding venues in 2016 warning against this sort of practice which they felt was an unfair contract term. Further advice and assistance may be sought from \[general.enquiries@cma.gov.uk\]\(mailto:general.enquiries@cma.gov.uk\)](#)
- We paid the deposit to our chosen venue by credit card. Can we claim a refund from the Credit Card Company instead? [You may be able to make a claim under Section 75 of the Consumer Credit Act 1974 as long as at least part of the goods or services were purchased on your credit card by you, the main cardholder \(additional cardholders or third parties won’t be covered\), the value of the good or services is between £100 to £30,000 and the purchase or booking was made less than six years ago.](#)