# **Nikah Ceremony Application** Palmers Green Mosque Muslim Community & Education Centre

Questions about this form? Page 1 of 4 Please call 020 8920 3990 (4pm - 9pm) or email enquiries@mcec.org.uk

Return signed & completed form to:

MCEC, 30 Oakthorpe Road, Palmers Green, London N13 5JL

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Applicant Details						
TITLE	FORENAME	SURNAME				
ADDRESS			POST CODE			
RELATIONSHIP TO PERSONS GETTING MARRIED		TELEPHONE				
EMAIL		MOBILE				
Caramony Requirements						

DATE OF NIKAH

PRINT NAME

DATE

**Ceremony Costs** 

- Only MCEC's appointed Imam is permitted to conduct the ceremony, which MUST take place on MCEC's premises or designated venue.
- Proof of identity (original documents only) of both bride and groom must be provided with this application. Acceptable forms of identification are passport and other documents, which carry a photograph with date of birth and UK residential status.
- The bride and groom must both sign an undertaking, to confirm that they are not presently married to others, and are legally entitled to marry in the UK in accordance with UK Law.
- Civil Marriage at local authority registry office is strongly recommended and is the responsibility of the couple and applicants
- No speeches or lectures of any kind, distribution of written or digital media or collection of personal data from guests, are permitted without written consent from MCEC.
- The applicant agrees to abide by Term & Conditions of Use of MCEC premises attached to this form.
- The bride and groom must attend a minimum 1 hour session with the MCEC's appointed Imam, at a mutually agreed time prior to the day of the ceremony, for a general discussion with the couple, which may include their Islamic obligations towards marriage and the couple's personal circumstances. All such discussions will be carried out in confidentiality with the Imam. The Board of Trustees may be informed if a decision to refuse permission needs to be made.
- At least 14 days notice must be given prior to the ceremony date to confirm a booking and for MCEC to carry out relevant checks.
- MCEC reserves the right to refuse permission if any of these checks are not satisfactory.

PREFERRED TIME

**SIGNATURE** 

- The ceremony can take place in the ground floor prayer hall, provided the ceremony takes place on time, does not coincide with a congregational (jamaat) prayer time and users abide by the dress code stated in the terms & conditions. No food or drink is allowed in the prayer hall. This is not a function hall and is a solemn place and should be treated with due respect.
- The use of video and audio equipment is NOT allowed in the PRAYER HALL without prior written authorisation. MCEC equipment is not available for public use.

AGREED TIME

NO. OF GUESTS

ARE YOU HOSTING A RECEPTION AT MCEC?

NO 

MCEC is a non-profit making charity (Reg No 1156440). Use of our premise the general running and maintenance of our mosque and centre in conjun donations.		•			
Nikah Ceremony, inc. Sermon & Certification Booking deposit (cash) (for separate function or dinner reception please refer to "Use of Premises Nikah at designated external venue, excluding travel expens Penalty charges for late arrival & commencement: more than 15 minute delay more than 30 minute delay more than 45 minute delay		Agreed charges: Receipt no.: Received by: Checks: UK Civil Marriage Imam interview	Res. status Res. status	=	OFFICE USE ONLY
Agreement					
I the undersigned herby certify that all the information provided is correct	and true. I have read and ι	nderstood Terms & Cor	nditions of Use, att	ached ov	erleaf, and

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Page 2 of 4

# **Nikah Undertaking**

- MCEC intends only to perform a nikah ceremony (Islamic marriage) on its premises for persons who are legally able to do so in accordance with the Law of England & Wales.
- The following undertaking must be signed by both the bride and groom.

WE THE UNDERSIGNED BRIDE & GROOM APPLY TO HAVE OUR NIKKAH CEREMONY PERFORMED AT MCEC AND CONFIRM WE ARE PRESENTLY NOT MARRIED TO OTHERS AND ARE LEGALLY ENTITLED TO BE MARRIED IN ACCORDANCE TO THE LAW OF ENGLAND & WALES

600014	TITLE / FORENAME	TITLE / FORENAME		SURNAME		
GROOM						
FATHER'S FULL NAME						
ADDRESS						
TOWN	CITY	POST CODE	GROOM'S DATE OF BIRT	ГН		
PRINT NAME		SIGNATURE	I			
DATE						
BRIDE	TITLE / FORENAME		SURNAME			
FATHER'S FULL NAME						
ADDRESS						
TOWN	CITY	POST CODE	DATE OF BIRTH			
PRINT NAME		SIGNATURE				
DATE						
Details for Nika	h Ceremony					
BRIDE'S WALI	TITLE / FORENAME		SURNAME			
RELATIONSHIP TO BRIDE						
ADDRESS			POST CODE			
WITNESS 1	TITLE / FORENAME		SURNAME			
ADDRESS				POST CODE		
WITNESS 2	TITLE / FORENAME		SURNAME			
ADDRESS	I			POST CODE		
MAHR / DOWER	R / CONDITIONS	(SEE ACCOMPANYING NOTES)				
AMOUNT IN CASH OR KIND						

### **Terms & Conditions of Use of MCEC Premises**

#### Welcome

The MCEC Management warmly welcomes users and their guests. We will endeavour to make your experience at the MCEC a pleasant one. If you have any queries about the terms and conditions of this agreement, or require any assistance, please contact the office.

#### Bookings

- Bookings can only be made in writing using the official application form. Acceptance of the booking form does not imply acceptance of the booking.
- The booking form must disclose full details of the proposed use. Bookings are granted based on the details provided by the applicant. MCEC may, if it deems necessary, request additional information.
- 3. MCEC reserves the right to refuse any booking. This would include functions that may present a threat to public disorder, or that may risk alienating the MCEC's beneficiaries or supporters, or that may embroil the MCEC or its Management in disrepute. Bookings would also be rejected if the proposed activities could cause offence to other users or disrupt other activities of the MCEC. The Management of MCEC does not have to give any reason for refusing a booking.
- 4. In the event of any variation of use by the user or failure to comply with the requirement of full disclosure, the Management of MCEC reserves the right to cancel the booking or bring the event on the day to immediate termination.
- 5. In any event and notwithstanding anything in these conditions MCEC will not be liable to the applicant, its guest, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the applicant in the event of cancellation of the function or termination of this Agreement by MCEC.

#### Costs

- 1. A cash deposit is required to reserve use of the hall, which must be paid at least 14 days before the date that has been booked. The deposit will be returned to you, less any penalty charges arising from an extension of time, damage resulting in repairs being required or additional cleaning our support staff have to undertake which should have been done by the applicant.
- 2. In the event of any cancellation or termination of the hiring no liability shall fall upon the MCEC or its representatives, in respect of any loss sustained or expenses incurred by the user, or any other person, as result thereof.
- 3. If the user cancels the booking has been confirmed, the user shall be liable to MCEC for any costs, expenses and losses incurred by MCEC.

#### Catering & Cleaning

- MCEC has a small kitchen only suitable for serving and re-heating of food. The applicant shall ensure food is not cooked on the premises and
  ensure food is only consumed in the section of hall being used. No food or drink, under any circumstance, shall be taken into the prayer halls
  or other areas of the centre.
- The consumption of alcoholic drinks is strictly forbidden. Alcohol must not be brought onto the premises or grounds. All food brought onto the premises or consumed therein must be Halal. Chewing gum is not allowed on the premises or grounds.
- 3. The applicant must ensure any waste food, drink and other items are sealed in black dustbin bags and placed in the designated bins in the car park. The applicant must ensure all floor and table surfaces are clean of any spillages and debris. Oil and other waste must not be poured down sinks or into drains.
- 4. All equipment must be returned in a working state and furniture back to its original place at the end of usage period

#### Damage, Decoration and Advertising

- 1. The applicant shall not cause or permit any person to use any adhesive tape, nails or other fixings into the walls or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the building or any such furniture or fittings.
- 2. No signs, posters, banners or similar shall be attached to any wall or other part of the premises without the prior approval of MCEC.
- 3. The user shall repay to the MCEC on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, belonging to the MCEC in or upon the premises, which is damaged, destroyed, stolen or removed during the period of use.

#### **Electrical Installations, Amplified Sound, Music & Filming**

- 1. All electrical equipment brought into the building shall be fit for purpose and comply with the Electricity at Work Regulations, 1989. The MCEC disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.
- The applicant and organisers of activities in the MCEC are responsible for ensuring that their noise levels do not disturb other activities within the building. Silence must be observed during prayer times.
- 3. Other than Islamic Nasheeds approved by MCEC, please note that strictly no music, live or recorded, or any musical instruments are permitted in any part of the premises irrespective of the type of activity.
- 4. The user shall not film or broadcast at any time in any part of premises without the prior written permission of the MCEC Management.

#### **Dress code**

- 1. The MCEC is a religious building. The applicant should ensure that all guests are dressed modestly. Clothes of short length, see through/revealing and low cut types are not permitted.
- 2. Visiting the Prayer Hall: Non-Muslims guests wishing to visit the Mosque should do so only by arrangement with the Office. Shoes must be taken off at the entry point. Ladies should wear a headscarf; scarves are available from the Office.

#### Health and Safety

- Hall users, guests and members of the public are obliged at all times to fully comply with and observes the standard Health & Safety and Fire
  procedure. A copy is available on request.
- 2. It is illegal to smoke anywhere within the building. No candles or incense sticks may be used in the building.
- 3. The applicant will comply with statutory requirements including without limitation to any Health and Safety legislation current at the date of the booking especially in respect of the operation of any equipment which is brought onto the premises and the preparation and serving of any food on the premises. The applicant will also comply with the MCEC safety requirements in operation at the time of the booking.
- 4. The applicant must comply with the MCEC's Emergency Procedures. If the evacuation warning is sounded, everyone should leave the building immediately, as directed by MCEC staff. No one should return to the building until the MCEC Fire Officer has given permission for re-entry.

#### Respect for MCEC staff

- 1. MCEC and its representatives will try their utmost to ensure your booking is successful. If you require any assistance or need information, they will endeavour to help.
- Please ensure that you and your guests respect and comply with the instructions given by the MCEC and its representatives, as it is their responsibility to maintain the proper and safe running of the centre for all its users.

#### Insurance

- The MCEC has public liability insurance for the benefit of those who use any part of the MCEC under these terms. The applicant shall keep the
  MCEC and its agents indemnified against any claims of loss, damage to property or injury to a person by any reason arising directly or indirectly
  out of use of the premises.
- 2. The user shall ensure that any contractor (including caterers) employed in relation to the booking, shall carry suitable and sufficient insurance relevant to the activity for which they are they are employed including appropriate Employers' Liability Insurance.
- The applicant must ensure that their guest shall park legally and be considerate to neighbours. Cars are parked at owners risk and MCEC will not be liable for any loss or damage caused in the use of the car park.
- 4. MCEC accepts no responsibility for any property whatsoever left on the premises during or after use period.

# Statutory Rights

- 1. This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.
- 2. This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the applicant any Statutory rights under the Landlord and Tenants Acts.

# Information Guide: Al-Nikah: The Islamic Marriage Ceremony

#### Welcome

The MCEC Management warmly welcomes and wishes to congratulate prospective couples who wish to be married. The following information describes in a simple and clear manner the requirements and method of the Islamic marriage ceremony. If you require and further information or if anything is unclear please feel free to contact the Imam.

#### **Mutual Agreement of Bride and Groom**

Marriage (nikah) is a solemn and sacred social contract between bride and groom. This contract is a strong covenant (mithaqun Ghalithun) as expressed in Quran 4:21. The marriage contract in Islam is not a sacrament. It is revocable. Both parties mutually agree and enter into this contract. Both bride and groom have the liberty to define various terms and conditions of their liking and make them a part of this contract.

## Mahr / Dower

The marriage-gift (Mahr) is a divine injunction. The giving of mahr to the bride by the groom is an essential part of the contract. 'And give the women (on marriage) their mahr as a (nikah) free gift" (Quran 4:4)

Mahr is a token commitment of the husband's responsibility and may be paid in cash, property or movable objects to the bride herself. The amount of mahr is not legally specified, however, moderation according to the existing social norm is recommended.

The mahr may be paid immediately to the bride at the time of marriage, or deferred to a later date, or a combination of both. The deferred mahr however, falls due in case of death or divorce. One matrimonial party expresses 'ijab' willing consent to enter into marriage and the other party expresses 'qubul' acceptance of the responsibility in the assembly of marriage ceremony.

The contract is written and signed by the bride and the groom and their two respective witnesses. This written marriage contract (Aqd-Nikah) is then announced publicly.

#### Sermon

The assembly of nikah is addressed with a marriage sermon (khutba-tun-nikah) by the Muslim officiating the marriage. Any trustworthy practicing Muslim can conduct the nikah ceremony, as Islam does not advocate priesthood. The documents of marriage contract/certificate are filed with the mosque (masjid) and local government for record. Prophet Muhammad (SAW) made it his tradition (sunnah) to have marriage sermon delivered in an assembly to solemnize the marriage. The sermon invites the bride and the groom, as well as the participating guests in the assembly to a life of piety, mutual love, kindness, and social responsibility.

The Khutbah-tun-Nikah begins with the praise of Allah. His help and guidance is sought. The Muslim confession of faith that 'There is none worthy of worship except Allah and Muhammad is His servant and messenger' is declared. The three Quranic verses (Quran 4:1, 3:102, 33:70-71) and one Prophetic saying (hadith) form the main text of the marriage.

This hadith is: 'By Allah! Among all of you I am the most God-fearing, and among you all, I am the supermost to save myself from the wrath of Allah, yet my state is that I observe prayer and sleep too. I observe fast and suspend observing them; I marry woman also. And he who turns away from my Sunnah has no relation with me.' (Bukhari)

The Muslim officiating the marriage ceremony concludes the ceremony with prayer (Dua) for bride, groom, their respective families, the local Muslim community, and the Muslim community at large (Ummah) Marriage (nikah) is considered as an act of worship (ibadah). It is virtuous to conduct it in a Mosque keeping the ceremony simple. The marriage ceremony is a social as well as a religious activity.

Islam advocates simplicity in ceremonies and celebrations. Prophet Muhammad (SAW) considered simple weddings the best weddings: 'The best wedding is that upon which the least trouble and expense is bestowed'. (Mishkat)

#### **Primary Requirements**

- 1. Mutual agreement (Ijab-O-Qubul) by the bride and the groom
- 2. Two adult and sane witnesses
- 3. Mahr/Dower (marriage-gift) to be paid by the groom to the bride either immediately (muajjal) or deferred (muakhkhar), or a combination of both

#### **Secondary Requirements**

- 1. Legal guardian (Wakeel) representing the bride
- 2. Written marriage contract ('Aqd-Nikah) signed by the bride and the groom and witnesses by two adult and sane witnesses
- 3. Qadi (State appointed Muslim judge) or Ma'zoon (a responsible person officiating the marriage ceremony)
- 4. Khutba-tun-Nikkah to solemnize the marriage

#### The Marriage Banquet (Walima)

After the consummation of the marriage, the groom holds a banquet called a Walima. The relatives, neighbours, and friends are invited in order to make them aware of the marriage. Both rich and poor of the family and community are invited to the marriage feasts. Prophet Muhammad (SAW) said:

"The worst of the feasts are those marriage feasts to which the rich are invited and the poor are left out". (Mishkat)

It is recommended that Muslims attend marriage ceremonies and marriage feasts upon invitation. Prophet Muhammad (SAW) said:

"...and he who refuses to accept an invitation to a marriage feast, verily disobeys Allah and His Prophet". (Ahmad & Abu Dawood)