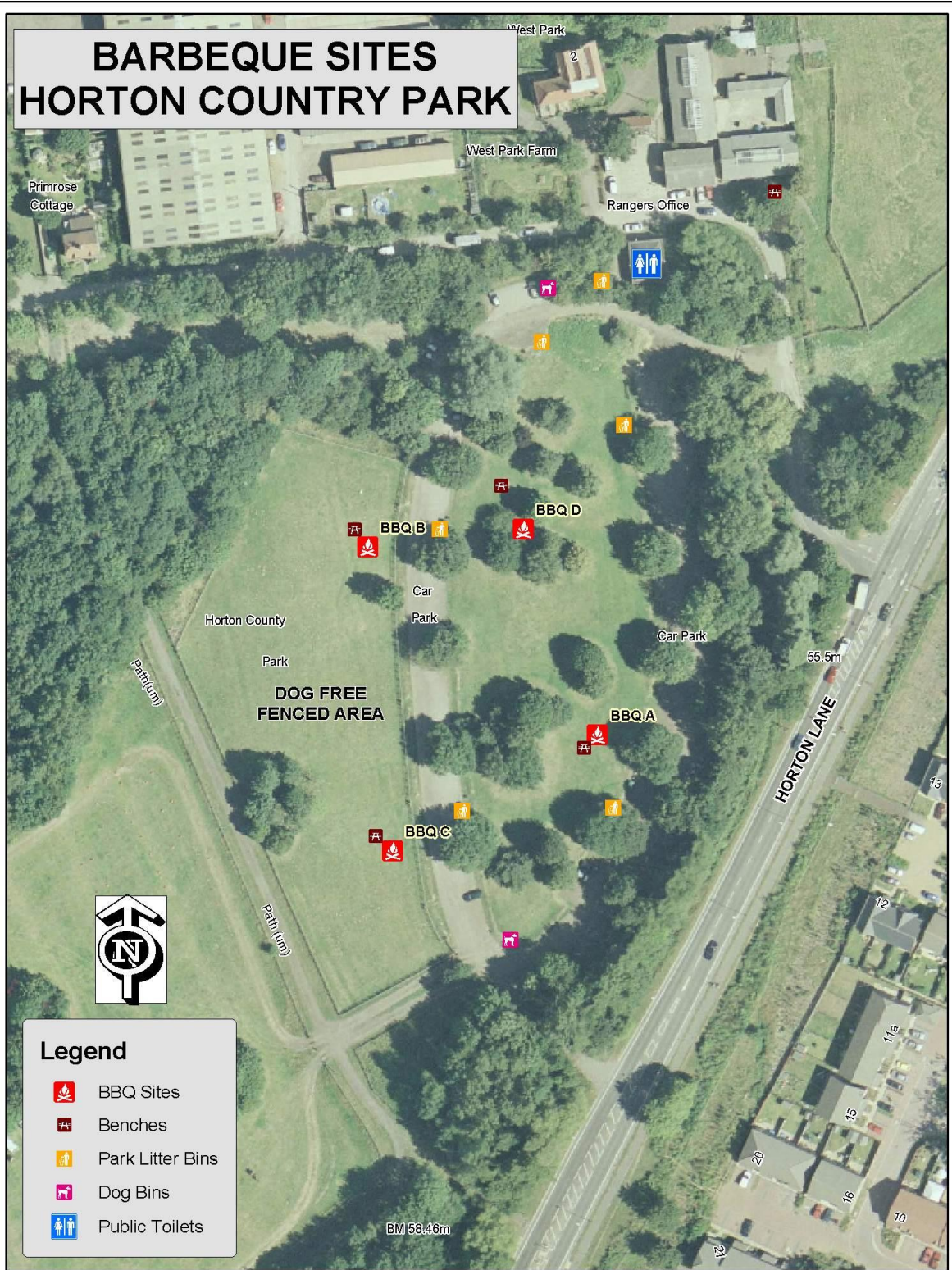







BBQ Sites - Horton Country Park



BARBEQUE SITES HORTON COUNTRY PARK



Legend

-  BBQ Sites
-  Benches
-  Park Litter Bins
-  Dog Bins
-  Public Toilets

Created by: EEBC
 Reference:
 Revision No:
 Date: 21/05/2004

**BARBEQUE SITES
HORTON COUNTRY PARK**

0 25 50 100 Meters

**EPSOM
& EWELL**
BOROUGH COUNCIL

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1 Definitions

- 1.1 The “Venue Manager” means the person appointed at that time to control and manage Parks BBQ under the Head of Operational Services.
- 1.2 The “Hired Area” means the BBQ (site) in Horton Country Park specified in the Application for Hire.
- 1.3 The “Hirer” means the person(s) or Business to whom the BBQ site shall be let.
- 1.4 The “Hire Charge” means the charges set out in the Scale of Charges set by the Council each year.
- 1.5 The “Hire” means the Hired Area plus any other item; ie, tent or gazebo size 2.4m x 2.4m as described in the Application for Hire. Any Tent or Gazebo measuring over this size will NOT be permitted. Non compliance with this will result in the Hirer being asked to remove the structure from the site.
- 1.6 The “Venue” means BBQ site in Horton Country Park within Epsom & Ewell.
- 1.7 The “Hire Date” means the date of the booking.
- 1.8 “Designated Time” means the period of the booking.
- 1.9 “Hire Property” means the area hired
- 1.10 “Hire Agreement” is this document setting out the Terms and Conditions

2 Application for Hire

- 2.1 An Application for Hire must be made either in writing to Epsom & Ewell Borough Council, by telephone, email, in person or by completing the Application for Hire form (Page 9).
- 2.2 To secure the booking, the Hirer shall pay in full at the time of booking.
- 2.3 No bookings will be 'provisional' pending payment.

3 The Agreement

- 3.1 These Terms & Conditions of Hire, together with an Application for Hire when completed and signed by the Hirer and received by Epsom & Ewell Borough Council ("the Council"), shall constitute the Agreement for Hire of the Venue (the "Hire Agreement") between the Council and the Hirer.
- 3.2 The Hirer will be solely responsible for the duration of the hire for all the Hire Property included in the Hire Agreement and will not use or permit any other person to use any of the Hired Area for any purpose other than specified in the Hire Agreement.

4 Conditions of Letting

4.1 Refusal to Let

- (a) The Council reserves the right to refuse any Application for Hire at any time without giving a reason.

4.2 Hours of Letting

- (a) The hire of the property is for the period of time (Designated Time) as specified in the Application for Hire.
- (b) This period may only be changed if agreed in advance in writing by the Venue Manager and any such change may be subject to additional charges.
- (c) No hiring shall extend beyond sunset or 9pm (whichever is the earlier) unless the Venue Manager, at the request of the Hirer, has provided prior consent.

4.3 Behaviour at the Site

- (a) The Hirer shall ensure that no prohibited items are brought into the Hired Area including any illegal items, free standing BBQ or garden BBQ.
- (b) Alcohol is permitted within the hired BBQ area but The Hirer is responsible for ensuring it is consumed reasonably and responsibly
- (c) The Hirer shall be responsible for ensuring appropriate behaviour from all those attending the BBQ arranged by the Hirer.
- (d) In the event of any inappropriate behaviour, the Venue Manager or Duty Ranger in their absolute discretion may terminate the hire at any time without prior notice. The Council will not be liable for any costs and/or loss of revenue resulting from such a termination.
- (e) Inappropriate behaviour includes, but is not restricted to, excessive drunkenness, vandalism, threatening behaviour to the public using the park

or to the Rangers or other Council officers that may be called to attend the site.

- (f) Any reports of such behaviour by the Hirer's party will mean that all future bookings will be cancelled.

4.4 Noise

- (a) The Hirer shall ensure that no stereos, loud hailers, P.A systems, compressors or generators are used on the site.
- (b) If the Hirer brings any of this type of equipment on site, they will be asked to switch it off and remove it.

5 Public Safety

- 5.1 The Council reserve the right to restrict the number of persons allowed into the Hired Area to a number below the normal maximum capacity.
- 5.2 The Hirer is fully responsible for ensuring that such restriction is observed; ie, maximum numbers.
- 5.3 If the Venue Manager or any Ranger of the Council reasonably believes this condition is not being complied with they may require the Hired Area to be vacated.
- 5.4 The Venue Manager or any authorised Officer of the Council may also require the Hired Area to be vacated at any time either temporarily or completely if there is any concern for public safety.
- 5.5 The Hirer is fully responsible for ensuring that all food is fully cooked and all standard food hygiene procedures are observed before arrival and at the site. All catering arrangements shall comply with the Food Safety Act 1990 and the Food Hygiene (England) Regulations 2006 as amended.

6 Loss of Property

6.1 Property of Hirer and/or Guests

- (a) The Council does not accept any responsibility for any articles of property belonging to the Hirer and/or Guests, left on site after or during the period of Hire.

6.2 Lost Property

- (a) The Hirer shall be responsible for checking all Hired Areas for lost property at the end of the booking.
- (b) Any Lost Property not claimed by the end of the booking must be removed by the Hirer.

7 Free Access of Officers

The Venue Manager, other duly authorised Officers of the Council, the Police and Fire Authority, their officials and agents shall at all times have the full right of access to all parts of the Hired Area.

8 Charges

- 8.1 The Hirer shall pay the Hire Charge for the use of the Hired Area.
- 8.2 Charges normally change with effect from 1 April each year but will be notified to Hirers (normally by the end of February of that year).
- 8.3 Failure by the Hirer to vacate the Hired Area at the end of the designated time will result in an additional charge being incurred by the Hirer, such charge as shall be determined by the Head of Operational Services.

9 Booking Arrangements

- 9.1 Bookings
- (a) A booking confirmation letter will be sent to The Hirer once payment has been made.
 - (b) Cheques and Postal Orders must be crossed and made payable to 'Epsom & Ewell Borough Council'.
 - (c) Only the Council's official booking confirmation letter will be recognised and must be either handed to, or an electronic copy shown to, the person or Ranger on site before the BBQ will be unlocked. If no confirmation is produced, there will be no booking.
 - (d) No responsibility will be accepted by the Council for any remittance which may be undelivered or lost or stolen in the post.

10 Cancellations

10.1 Cancellation by Hirer

- (a) Notice of cancellation shall be in writing/email to the Council.
- (b) No refunds are provided due to cancellation. However, in the event of cancellation by the Hirer more than 14 days before the Hire Date the Hire Date can be changed as long as we have availability.

10.2 Cancellation by the Council

- (a) The Council may terminate any Agreement for Hire of a BBQ at any time up to and including the date of Hire if the Council becomes aware of any fact which would at face value not be in the interests of the Council to proceed with the Hiring or which might otherwise prejudice the Council's standing and responsibilities as a Local Authority.
- (b) The Council reserves the right to cancel any BBQ in the event of the Council requiring the property in question for purposes of civil emergency and any other event of local or national importance where use of the BBQ site by the Council is essential for it to fulfil its functions and obligations as a Local Authority and where the need for the Council to have use of the site was not reasonably foreseeable at the date of acceptance of the Application for Hire.
- (c) In the event of such cancellation the Council's liability to the Hirer will be limited to a full refund of monies and any other payments made by the Hirer to the Council.

- (e) The Council will not be liable to compensate the Hirer for any financial or other loss whatsoever arising directly or indirectly as a consequence of cancellation by the Council under this clause.

11 Indemnity

The Hirer will indemnify and keep indemnified the Council and its Members, Officers, servants or agents in respect of any loss, damage, liability claim or proceedings howsoever arising under statute or common law arising out of or in the course of or by reason of his Hiring pursuant to the Agreement for Hire except where such liability loss or damage results directly from the negligence of the Council, its servants or agents.

12 Insurance

The Council reserves the right to require the Hirer to provide insurance cover in his name against such claims upon such terms and with such company as shall be approved by the Council and to maintain such insurance to the entire satisfaction of the Council.

13 User not Transferable

The Hire Agreement is personal to the Hirer and is not transferable.

14 Failure to Observe Conditions and Termination

If the Hirer refuses or omits to perform or observe any of these conditions or regulations imposed by the Council or the terms or any instructions of the Manager or Ranger, he/she or their servants, guests, invitees or licensees may be excluded from the Hired Area until he/she or they comply with the same but without relieving him from his obligations hereunder. If the Hirer erects any unauthorised structure or uses any unauthorised equipment in the Hired Area the Council shall be entitled to remove the structure and equipment and recover the cost of removal and storage from the Hirer

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