

Buckinghamshire County Council Country Park's Venue Hire Terms & Conditions

Notes and Guidance for prospective Hirers:

1. INTRODUCTION

- 1.1. Set out below are the Terms and Conditions which regulate the hire of function venues in Bucks' Country Parks. These Terms and Conditions are designed to protect the interests of the Hirer and the Council and are to the entire exclusion of all other terms and conditions.

2. APPLICATION

- 2.1. All applications for the hire of the venue are to be made using the Eventbrite online booking system for the Hire of a Venue within Bucks' Country Parks and are personal to the Hirer.

3. CONFIRMATION

- 3.1. No application shall be agreed until the Hirer receives email confirmation from Eventbrite. Hirers should note that the Council accepts no responsibility or liability for the cancellation of hire due to circumstances stipulated in the Terms and Conditions for the hire of the venue.

4. TERMS AND CONDITIONS

- 4.1 The Hirer should read and note these Terms and Conditions and any queries should be addressed to the OIC. Please ensure that you read these Terms & Conditions carefully. The Council intends to rely on this Agreement. If the Hirer requires any changes, please ask for them to be put in writing and the OIC will confirm whether they are acceptable. This can help the Hirer avoid any problems about what they expect from the Council and what the Council expects from the Hirer.

**TERMS & CONDITIONS
FOR THE HIRE OF BUCKS COUNTRY PARKS**

I. DEFINITIONS

In this Agreement the following words shall have the meanings set out below. Where no definition is given none is intended.

Term	Meaning
Additional Charges	means the charges for any additional services which may be necessary to be provided by the Council as a result of the Hire, to be invoiced following completion of the Hire Period and includes, but is not limited to: <ul style="list-style-type: none"> • the additional charges specified in paragraph 7; • Cost of additional litter clearance or cleaning; • Cost of making good any damage which occurs as a result of the Hire • Charge for failure to attend the agreed hire
Agreement	means these terms and conditions, together with the Application for Hire and confirmation email from Eventbrite
Application for Hire	means any application made to the Council for the hire of a Venue in a Park
Available Hours of Hire	means the hours available for hire stated in the information on the Application for Hire and agreed by the Officer in Charge (OIC).
Council	means Buckinghamshire County Council
Duty Ranger	means any member of the Council's country parks team that are working in the Park throughout the booking.
Event Outside Council Control	means any act or event beyond the Council's reasonable control (including without limitation, strikes, lock outs or other industrial action by third parties, civil commotion, riot, invasion, threat of terrorist attack (whether declared or not), fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or failure of telecommunications network).
Hire	means the hire of the Venue
Hire Fee	has the meaning given to it in paragraph 6.1.
Hirer	means the individual, organisation, firm or company named on the Application for the Hire of the Venue for the Hire Period in accordance with the terms of this Agreement
Hire Period	means the period between the time and date of the commencement of the Hire to the time and date of the end of the Hire as confirmed at the time of booking.

Officer in Charge (OIC)	means the person, for the time being appointed by the Council, to enforce the following Terms & Conditions, and to be generally responsible for matters concerning the Council, arising out of the hire of the venue. The responsibilities of the OIC in no way absolve the Hirer from his obligations to the Council under any of these Terms & Conditions.
Park	means Black Park Country Park, Langley Park or Denham Country Park as the case may be
Permitted Use	means the use of the Hire Property which the Hirer is permitted to carry out as set out in the Terms and Conditions
Venue	means the selected function room or space in the Park which is the subject of these Terms and Conditions being one of the following: The Beech Hut, The Lakeside Room, Meadow View, Foxley Copse, Black Pine's Camp or any other location within Bucks' Country Parks deemed suitable for hire for functions by the Officer in Charge (OIC)
Terms and Conditions	This document which is agreed by the Hirer and the Council at the time of any Application for Hire.

1.1 In this Agreement:

- 1.1.1. references to the Hirer refer to the person who submitted the Application for the Hire of a Venue;
- 1.1.2. the headings are for convenience and reference only and shall in no way affect the construction or interpretation of this Agreement;
- 1.1.3. the singular includes the plural and vice-versa;
- 1.1.4. the masculine includes the feminine and vice-versa;
- 1.1.5. references to schedules, clauses or paragraphs shall be references to schedules or clauses of this Agreement;
- 1.1.6. any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. APPLICATION FOR HIRE

- 2.1. An application must be made by completing the Application for Hire on the Eventbrite online booking system. The Hirer is responsible for addressing any queries or problems to the Council prior to making the booking. On submitting the Application for Hire the Hirer is deemed to acknowledge that any problems have been adequately addressed, otherwise in the event of termination the Hire Fee and any Additional Charges will be forfeited.
- 2.2. To secure a booking, the Hirer shall pay 100% of the Hire Fee plus the Eventbrite booking fee at the time of booking.
- 2.3. Any booking not paid for in full at the time of the booking will not be processed.
- 2.4. Payments can be accepted by online card transaction only. Cheque and cash payment is no longer accepted.

- 2.5. Applications for Hire will only be accepted where the requested time period falls within the Available Hours of Hire.

3. AGREEMENT FOR HIRE OF VENUE

- 3.1. These Terms and Conditions for the Hire of the specified Venue, together with an online hire application, shall constitute the Agreement for Hire of the Venue and shall become binding between the Council and the Hirer from the time at which Eventbrite sends the confirmation email to the Hirer.
- 3.2. Subject to the terms of this Agreement the Council gives the Hirer the right (in common with the Council and all others authorised by the Council) to enter and use the specified Venue for the purposes of the Hire and the Permitted Use for the Hire Period. Nothing in this Agreement shall be construed to create any partnership or tenancy between the Council or give the Client any right of possession of any part of the Venue or Park. The whole of the Park shall during the continuance of the Hire Period be and remain in the sole ownership, possession and control of the Council. It is acknowledged that the Hirer does not have exclusive possession of the Venue and the Council and others authorised by it shall have the right to enter the Venue at any time for any reason.
- 3.3. The benefit of this Agreement is personal to the Hirer and the Hirer shall not assign or sublet it or any part of it
- 3.4. The Hirer shall ensure that
 - 3.4.1. it, its servants, employees, agents or any other persons who enter the Park for the purposes of or in connection with the Hire, comply with these Terms and Conditions;
 - 3.4.2. no part of the Venue allocated to the Hirer is to be used for any purpose other than the Permitted Use or for any unlawful purpose or in any unlawful way
 - 3.4.3. the maximum number of persons admitted to the Hire does not exceed the total confirmed on Eventbrite at the point of application;
 - 3.4.4. no Animals except guide dogs (with their handlers) are to be brought into the Venue without the consent of the Council;
 - 3.4.5. no external catering company is brought into the Park without the prior agreement of the OIC. San Remo Catering Ltd holds all catering rights on site and only in the event that they cannot meet a specific food or dietary requirement will an external caterer be permitted on to the site; and
 - 3.4.6. (and confirms on the date of this Agreement that) the proposed use and event connected to the Hire will not reasonably cause public offence, is in keeping with the character and quality of the Park and will not bring the Council into disrepute.

4. CONDITIONS OF HIRE

4.1. Hire Period

- 4.1.1. The Hire of the Venue is the Hire Period only. The Hirer agrees to arrive and depart within the agreed hire times only. Early arrival or late departure from the venue will be subject to additional charges.
- 4.1.2. No inflatables of any kind are permitted on site during a period of hire, including all bouncy castles.

- 4.1.3. The Hire Period may only be changed if agreed in advance and confirmed in writing by the OIC. Any such change to the Hire Period may be subject to additional charges.
- 4.1.4. No Application for Hire will be accepted where the Hire Period requested is outside of the Available Hours of Hire as stated on the booking form.
- 4.1.5. Requests to erect temporary structures on or around the Venue may be permitted, only at the discretion of the OIC.
- 4.1.6. After use, the Venue must be returned to the Council in a clean and tidy state. Any mess, damage or un-bagged rubbish left will result in Additional Charges to the Hirer.
- 4.1.7. Cleaning of the Venue at the end of the Hire is the sole Responsibility of the Hirer and its guests and must be completed within the Hire Period and the Venue returned vacant to the Council at the time agreed for the end of the Hire.
- 4.1.8. The use of pins, sticky tape, nails or anything that may leave marks or cause damage to the Venue will not be permitted.
- 4.1.9. One single parking space is reserved free of charge for the Hirer close to the chosen Venue (excluding The Beech Hut and Meadow View). All other guests, servants or persons brought to the Venue by or in connection with the Hirer must park in the main public car park and pay the day's pay and display charge.
- 4.1.10. Other than as stated above, no parking spaces are reserved or guaranteed for any persons visiting the Park for the Hire.
- 4.1.11. The private drive leading to The Lakeside Room, Foxley Copse and Black Pine's Camp is not to be used by any persons in any way associated with the Hire, as a drop-off point or otherwise.

4.2. Refusal to Let

The Council reserves the right to refuse any Application for Hire at any time without giving any reason (provided always that the Council is acting in accordance with the laws of England and Wales).

4.3. Behaviour on Site

- 4.3.1. Alcohol is permitted at the Venue, but the Hirer is fully responsible for its purchase, service and responsible consumption.
- 4.3.2. Fires and BBQs are not permitted at the Venue, or anywhere in the Park.
- 4.3.3. The Hirer shall be responsible and liable for the behaviour of all guests present during the Hire.
- 4.3.4. In the event of any inappropriate behaviour, or use which in the reasonable opinion of the OIC or Duty Ranger may cause public offence or bring the Council into disrepute, the OIC or Duty Ranger reserves the right to terminate the Hire at any time without prior notice. The Council will not be liable for any costs related to the Hire resulting from such termination.
- 4.3.5. The Hirer shall ensure that no prohibited items are brought onto the premises including any illegal items, free standing barbecues, disposable barbecues or inflatables

of any kind.

- 4.3.6. The OIC and Duty Ranger will not accept inappropriate behaviour including, but not limited to, threatening behaviour towards any member of the public or Park staff, foul language, verbal abuse, vandalism, destructive behaviour or excessive drunkenness.

4.4. Noise & Disturbance

- 4.4.1. The Hirer shall ensure that no recorded music, P.A. systems or generators are used on the site.
- 4.4.2. The Hirer shall agree to be respectful of other Park users and residents and keep noise levels to a minimum.
- 4.4.3. The Duty Ranger may terminate the Hire at any time at his discretion if the noise level is considered to be unacceptable
- 4.4.4. Any reports of such prohibited behaviour may result in all future bookings by the Hirer being rejected.

4.5 Public Safety

- 4.5.1 The Council reserves the right to restrict the number of persons allowed into the Venue to a number below the normal maximum capacity. The Hirer is fully responsible for ensuring that the restriction is observed.
- 4.5.2 The OIC or Duty Ranger may require the area to be vacated at any time either temporarily or completely if there is any concern for public safety.
- 4.5.3 The Hirer agrees to observe all safety signage on and around the Venue and Park.
- 4.5.4 Subject to paragraph 11, the Council accept no responsibility whatsoever for any illness, injury or harm to the Hirer or its guests as a result of the Hire.
- 4.5.5 The Council reserves the right to cancel the Hire at any time with no notice during adverse weather conditions or in the interests of public safety, public health or in order to limit any possible damage to the fabric of the Park.
- 4.5.6 It is the responsibility of the Hirer and its guests to ensure the nature of the area is observed and care is taken in the area. The Council takes no responsibility for any injury from trips, falls or otherwise.

5 INDEMNITY

- 5.1 The Hirer agrees to keep the Council indemnified from and against all actions, claims, demands, costs, losses and expenses, which may be brought or made against it or incurred by it arising directly or indirectly in connection with:

5.1.1. a breach of this Agreement by; or

5.1.2. negligent or fraudulent action or inaction, wilful misconduct, failure or delay of;

the Hirer, their agents, employees, guests or any other party connected to them in relation to the Hire.

6. PAYMENTS

- 6.1. **Hire Fee:** The Hirer shall agree to pay the Hire Fee for the specified Venue as laid down on the Eventbrite online booking system. The Hirer shall note that the charges listed on Eventbrite are subject to change each financial year and shall remain the same for the period 1 April – 31 March annually.
- 6.2. **Deposit:** The Hirer shall be required to pay 100% of the Hire Fee to secure the booking. If payment is not received on booking, the application will not be processed.
- 6.3. **Additional Charges:** The Hirer shall agree to pay for all Additional Charges including those for damage, rubbish clearance or reinstatement as a result of the hire. These charges are laid down in paragraph 7 of this Agreement.
- 6.4. **Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be chargeable on any payments.
- 6.5. **Cheques:** Cheques are no longer accepted by Bucks Country Parks. Payment is accepted by online card transaction only.

7. ADDITIONAL CHARGES

- 7.1. **Rubbish Clearance:** Any rubbish left outside of the supplied bin liners by the Hirer will be charged to the Hirer at a cost of £30 per bin liner to clear and dispose of.
- 7.2. **Failure to Attend Hire:** Failure to attend the Hire will result in a charge of 100% of the Hire Fee.
- 7.3. **Late Departure:** The Hirer agrees to pay £30 per hour, or part hour in addition to the Hire Fee for failing to depart at the time agreed on the online booking system.
- 7.4. **Damage or Reinstatement:** Any loss, theft, damage or destruction caused by the Hirer or any guests will result in charges to the Hirer set responsibly by the OIC depending on the level of damage and the reinstatement required.
- 7.5. **Payment:** All Additional Charges must be paid within 14 days of the Hirer being informed in writing. If the Hirer fails to make any payment due under this Agreement the Hirer shall pay interest of the overdue amount at 2% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Hirer must pay the interest along with any overdue amount. However, the Hirer disputes an invoice in good faith and contacts the Council to let them know promptly after the Hirer has received the invoice that the Hirer disputes it, the interest will not apply for the period of the dispute.

8. PUBLIC LIABILITY INSURANCE

- 8.1 The Council reserves the right to require the Hirer to provide Public Liability Insurance Cover of a minimum of £10,000,000 or such other sum as the Council agrees with the Hirer having regard to the Hire and the Venue. The Hirer shall provide the OIC with proof of insurance cover no less than 14 days prior to the date of hire.

9. EQUIPMENT INSURANCE

- 9.1 The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the Hire which is brought into the Park by the Hirer and any other persons connected with the Hire including without limitation members of the public.

10. CANCELLATION OF HIRE

- 10.1. Cancellations by the Hirer will be accepted up to 7 days prior to the booking date. Prior to this the Hirer will be entitled to claim back 100% of the Hire Fee. Any cancellations after this date will be accepted and 100% of the Hire Fee will be kept by the Council.
- 10.2. The Council reserves the right to terminate the Hire Agreement at any time:
- 10.2.1. if it transpires that the proposed use may, in the reasonable opinion of the OIC, cause public offence, not be in keeping with the character and quality of the Premises or bring the Council into disrepute;
 - 10.2.2. if paragraph 4.5.5 of these Terms and Conditions applies; or
 - 10.2.3. due to an Event Outside Council Control
- 10.3. If the Council cancels this Agreement more than 30 days prior to the booking date agreed due to the reasons stated in paragraphs 10.2.2 and 10.2.3 above, 100% of the fee paid to date shall be returned to the Hirer.
- 10.4. Unless otherwise stated, in the event of cancellation in accordance with any provision of this Agreement the Council shall be entitled to retain the Hire Fee and Additional Charges already received or claim any monies due to the Council as a debt from the Hirer. The Council accepts no responsibility or liability whatsoever for the cancellation, delay, closure or loss of earnings of the Hire, or any other attributable losses or damages.

11. LIMITATION OF THE COUNCIL'S LIABILITY

- 11.1 Subject to the remainder of this paragraph 11, the Council shall only be liable for foreseeable loss or damage which is directly suffered as a breach by the Council of the terms of this Agreement or gross negligence or fraud of the Council. Loss or damage is foreseeable if they were an obvious consequence of the breach or contemplated by the parties at the time of entering the Agreement.
- 11.2 Under no circumstances will the Council accept liability, whether in Agreement, tort (inclusive of negligence or breach of statutory duty) or otherwise for:-
- 11.2.1. any increased costs or expenses, loss of profit, loss of business, business interruption or business opportunity and any other unforeseeable loss or damage;
 - 11.2.2. special, indirect or consequential damage of any nature whatsoever;
 - 11.2.3. loss or damage which is attributable (directly or indirectly) to the wilful misconduct, delay, actions or inaction of the Hirer, persons attending the Venue or any other persons in the Park or any breach of the Hirer or other parties (excluding the Council) of this Agreement or the rules of the Park;
- provided that this clause shall not limit the Council's liability for death or personal injury resulting from the Council's negligence, fraud or fraudulent representations.
- 11.3. Without prejudice to the generality of clause 11.1 and 11.2 above and other than in respect of claims made in relation to death or personal injury caused by the negligence of the Council and/or in respect of representations made fraudulently by the Council, the Hirer must notify the Council of such a claim in writing within 7 days after the end of the Hire Period.
- 11.4. The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the Hire which is brought into the Park by the Hirer and any other persons connected with the Hirer or attending the Venue including without limitation members of the public.
- 11.5. The Council shall not be responsible for any failure to perform, or delay in performance of any

of our obligations under this Agreement this is caused by an Event Outside Council Control.

12. GOVERNING LAW

- 12.1 The Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English Law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, claim or matter that arises out of or in connection with this Agreement or its subject matter or formation (including non-Contractual disputes or claims).

13. WAIVER

- 13.1 Failure by the Council at any time to enforce the provisions of this Agreement or to require performance by the Hirer of any of the provisions of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

14. SEVERANCE

Each of the paragraphs and sub-paragraphs of this Agreement operates separately. If any provision of the Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way it shall be deemed to be modified to the minimum extent necessary to make it valid, legal and enforceable and such modification or such invalidity or unenforceability shall not in any way impair or affect any other provision of this Agreement all of which shall remain in full force and effect.

15. FAILURE TO COMPLY

- 15.1 Failure by the Hirer to comply with any of these Terms and Conditions or any instruction given by a member of the Park's staff will result in the exclusion of the Hirer and any of their guests, servants or invitees from the Hire Venue without relieving him from his obligations hereunder.

16. WHOLE AGREEMENT AND AMENDMENT

- 16.1 This Agreement constitutes the whole Agreement between the parties and supersedes all previous representations arrangements understandings or collateral agreements between the parties (whether written or oral) relating to the subject matter of this Agreement and the Hirer agrees that it has not relied on and shall have no remedies in respect of any prior statements, assurances or representations made by the Council or anybody purporting to act on the Council's behalf (whether made negligently or innocently) that are not set out in this Agreement.

- 16.2. No amendments shall be made to this agreement unless agreed in writing by both parties.