

Terms & Conditions for bookings for BBQ's and the Kingfisher Barn at Itchen Valley Country Park

1 Definitions

- 1.1 "Council" means the Eastleigh Borough Council and includes its successors in title
- 1.2 "Event" means for the purpose the bookings for BBQ's and the Kingfisher Barn at Itchen Valley Country Park
- 1.3 "Hire Agreement" means the online form completed by the Hirer together with these terms and conditions
- 1.4 "Hirer" means the individual, company or organisation is named as the Hirer in the Hire Agreement. This booking is personal to the Hirer and may not be transferred or sublet to any other person
- 1.5 "Hire Period" means the agreed length of hire specified on the Hire Agreement
- 1.6 "Hire Charge" means the charge for the Event which is stated on the Hire Agreement but remains separate from the Catering Charge
- 1.7 "Additional Charges" means charges incurred during or after the Event including but not limited to cleaning charges
- 1.8 "Venue" means Itchen Valley Country Park (IVCP), Allington Ln, West End, Southampton SO30 3HQ
- 1.9 "Premises" means IVCP and Kingfisher Barn
- 1.10 "Council Authorised Officer" means the relevant Council staff member

2 Charges and Cancellation

- 2.1 The Hire Charge will be payable upfront upon booking
- 2.2 Additional Charges will be made if
 - 2.2.1 any cleaning or repair is necessary due to misuse or damage of the room or equipment
 - 2.2.2 Hirers finish later than the Hire Period
- 2.3 Where clause 2.2 applies Additional Charges will be invoiced and evidenced to the Hirer within 7 working days of the Event
- 2.4 The Council reserves the right to refuse any application for the hiring of the Venue if the Event is deemed unsafe in accordance with the Health & Safety Act 1974 or the applicant is under the age of 18

and without relevant proof of identification.

- 2.5 The Hirer must give notice of cancellation of a booking by contacting by telephone: 023 8068 3790 or alternatively email: ivcp@eastleigh.gov.uk
- 2.6 Cancellation of the Event will incur the following charges:
 - 2.6.1 More than 14 days' notice: no charge
 - 2.6.2 Less than 7 days' notice: 100% of the Hire Charge
 - 2.6.3 No notice: 100 % of the Hire Charge
 - 2.6.4 7-14 days' notice: 50% hire charge
- 2.7 Amendments to the Hire Agreement must be notified in writing to the Council Authorised Officer within 7 days of the Event, the Council then reserves the right either to cancel the booking or amend the hire fee as it considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clause 2.6 above
- 2.8 The Council reserves the right to cancel any hiring without notice if, due to circumstances outside their control, the Venue or Premises is unavailable for the Hire Period, in this event, no hiring fees will be due
- 2.9 This booking is non-transferable
 - 2.9.1 With the exception for BBQ's if it is raining on the day it may be transferred to another available date if agreed with the Country Park Officer or other authorised staff prior to booking date.

3 Hirer's Obligation's

- 3.1 The Hirer agrees and will undertake all obligations within this agreement
- 3.2 To leave the Venue in the same condition as they found it on arrival and leave the Venue/Premises by 8.30pm and all rubbish cleared in designated rubbish bins
- 3.3 Equipment should be turned off
 - 3.3.1 Note: Portable cooking equipment is prohibited
- 3.4 Not to use the Venue at any other times other than the hours specified in the Hire Agreement and are limited to necessary facilities such as toilets within the Premises
- 3.5 Not to make any alteration or addition whatsoever to the Venue or Premises
- 3.6 Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Venue or elsewhere in the Premises without the prior written consent of the Council Authorised Officer
- 3.7 Not to do or permit to be done anything, at the Venue or Premises, which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to occupiers of the Premises

- 3.7.1 One parking permit is provided for the organiser
- 3.7.2 All litter must be placed in the large bins next to the Woodland Cafe-remember to bring your own bin bags
- 3.7.3 Amplified music, lights, marquees and bouncy castles are prohibited
- 3.8 Not to cause or permit to be caused any damage to the Venue or Premises
- 3.9 Not to obstruct the Venue or Premises in any way
- 3.10 Not to burn any candles or incense or set off chinese lanterns within the Venue or Premises
- 3.11 Not to hang anything from ceilings within the Venue or use adhesives on the walls
- 3.12 Please ensure to be considerate of other park users and wildlife

4 BBQ facilities

- 4.1 A 5 kg bag of charcoal is provided per session booked. Please collect it from the Information desk in the café. The café closes at 5pm 1 April to 30 Sept; 4.30pm 1 Oct to 31 Mar
- 4.2 Firelighters and matches are not provided
- 4.3 For evening sessions you must leave the site by 8.30pm as the toilets and main gate will be locked at this time by a security guard

5 Kingfisher Barn facilities

- 5.1 Facility includes the use of a microwave, fridge, kettle, crockery and cutlery in the kitchen
- 5.2 Only tables may be removed from the cupboard. Other equipment in there is not for public use.
- 5.3 You will be responsible for the security of your belongings whilst using the room
- 5.4 Any equipment that is damaged whilst the room is in use will be charged for
- 5.5 The room must be left in a clean and tidy condition and free of rubbish
- 5.6 The room must be vacated by the end of the time booked

6 Indemnity and Insurance

- 6.1 The Council is not liable for:
 - 6.1.1 the death of, or injury to the Hirer, its employees, customers or invitees to the Event; or
 - 6.1.2 Damage to any property of the Hirer or that of the Hirer's employees, customers or invitees to the Event; or
 - 6.1.3 Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred

by the Hirer or the Hirer's employees customers or invitees to the Event

- 6.2 Nothing in Clause 6.1 shall limit or exclude the Council's liability for:
- 6.2.1 death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
 - 6.2.2 Any matter in respect of which it would be unlawful for the Council to exclude or restrict liability
- 6.3 The Hirer agrees to obtain Public Liability Insurance Cover for a minimum of £3 million, unless advised otherwise by a Council Authorised Officer, and must produce evidence of such insurance prior to the booking the Event
- 6.4 Failure to provide proof of insurance cover if required under clause 8.4 by one week of the Event will lead to cancellation of the Event and any refund of fees or charges will be at the Council's sole discretion

7 Third Party Rights

- 7.1 A person who is not party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this licence

8 Licenses and copyright

- 8.1 Hirers must be aware of and are responsible for the payment of any fees, licenses or copyright permissions linked to their activities