

Park Barbecue/Pizza Oven hire - Terms and conditions

Please note that these conditions are relevant for all bookings from 1st May 2019. Any bookings made prior to this date will be subject to the old conditions, for more information please contact the relevant park.

Definitions

Country Park means Staunton, Lepe, Queen Elizabeth, River Hamble and Royal Victoria Country Parks.

Group means the Organiser and all participants and accompanying individuals.

Organiser means the individual making and responsible for the booking.

1. Organiser's Obligations

- 1.1 All bookings must be made by an individual over the age of 18.
- 1.2 The Organiser shall be responsible for the site, equipment and keys/utensils (as applicable) used during the booking slot. Any lost or damaged items will be subject to a replacement charge.
- 1.3 The Group shall leave the site promptly and the Organiser shall ensure that the hired sites are vacated and cleared of the Group's equipment and any litter by the end of the allocated time slot.
- 1.4 The Organiser shall ensure the barbecue/pizza oven is burnt out and shall follow the Country Park's instructions as to the disposal of used coals. The Group shall not douse any fires with water and shall ensure the pizza ovens are locked after use.
- 1.5 The Organiser shall request prior permission from the Country Park to erect any temporary structures such as tents at the time of making the booking.
- 1.6 The Organiser shall ensure any individuals under the age of 18 shall be accompanied by an individual over the age of 18 at all times.

2. Collection and return of barbecue and pizza oven keys/utensils (applicable to Queen Elizabeth Country Park)

- 2.1 The Organiser shall collect keys/utensils from the visitor centre and shall return the keys/utensils in accordance with the instructions of the visitor centre staff.
- 2.2 The Organiser shall pay a refundable deposit for use of the pizza oven utensils. The deposit shall be refunded upon the Organiser returning the pizza oven utensils at the end of the hire period.

3. Parking

- 3.1 Normal parking charges apply. Hampshire County Council accepts no liability for any theft and/or damage to vehicles or any vehicles left unattended or abandoned.
- 3.2 If you are bringing a coach or minibus, please inform the relevant Country Park at the time of the booking.

4. Restrictions

- 4.1 The Group shall not:
 - 4.1.1 Charge entry to the hired site or adjoining areas.
 - 4.1.2 Create, light or use any fires, other than those in the barbecue hearth or pizza oven. Only the charcoal may be burned at the barbecue and wood purchased from the visitor centre in the pizza oven.



- 4.1.3 Use or bring gas bottles, disposable barbecues and portable stoves, with the exception of the hired hearths in Toplands at River Hamble Country Park where portable free-standing barbecues are permitted.
- 4.1.4 Use or listen to loud and amplified music.
- 4.1.5 Use, bring or release sky lanterns or balloons to the Country Park.
- 4.1.6 Use or bring fuel to burn either on the barbecue or in the pizza oven.
- 4.1.7 Sell alcohol (unless previously agreed with the park manager for an event).
- 4.1.8 Use or erect bouncy castles and ball pits (unless already previously agreed before May 2019).
- 4.1.9 Allow third party businesses to use the booked area (unless previously agreed with the Country Park manager for an event).

5. Booking

- 5.1 The Organiser shall make payment at the completion of the booking process in pound sterling via Visa, MasterCard, Delta, Electron, JCB or Solo & Switch cards through WorldPay. Hampshire County Council shall not retain your card information.
- 5.2 The Organiser shall ensure all contact details provided at the time of booking are accurate. Hampshire County Council shall not be responsible for any losses that result from a failure to provide accurate details.
- 5.3 The information supplied by the Organiser shall be used to process the booking and process payment. The Organiser acknowledges that Hampshire County Council is legally bound to comply with the Data Protection Act 2018 (“DPA”) and the Freedom of Information Act 2000 (“FOIA”) and every person who enters into an agreement with Hampshire County Council is subject to Hampshire County Council’s rights and duties under the DPA and FOIA.

6. Cancellation and changes to bookings

- 6.1 The Organiser may cancel bookings by notifying the Country Park in writing to the relevant Country Park office or via the [cancellation form](#).
- 6.2 The Organiser may cancel bookings above £45 and shall receive a 50% refund provided that the cancellation is made with 14 days or more notice. Any cancellations made by the Organiser within 14 days of the booking will be non-refundable. Any bookings made under £45 are non-refundable.
- 6.3 The booking can be rescheduled once to another date as long as it is within the same season. There will be an administration charge of £5 (including VAT) for making such changes.
- 6.4 Hampshire County Council and the Country Parks reserve the right to cancel a booking due to adverse weather conditions or any other circumstances beyond the Country Park’s control.
- 6.5 In the event that the Country Park cancels a booking in accordance with clause 6.4 and/or 9.1, the Country Park may propose an alternative date acceptable to the Organiser, or if not possible, make a full refund.
- 6.6 Hampshire County Council and the Country Park shall have no liability to the Organiser if it is prevented from or delayed in performing its obligations under this contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control, including but not limited to; adverse weather conditions, acts of God, malicious damage,



strikes, lock-outs or other industrial disputes (whether involving the workforce of the Country Parks or any other party).

7. Price Changes and VAT

- 7.1 Hampshire County Council shall endeavour to keep prices and information up to date and reserve the right to alter them at any time. The Organiser will be informed of the cost of the visit (including VAT at the prevailing rate) at the time of processing the booking.

8. Safety and Consent

- 8.1 Groups must comply with the instructions of the Country Park staff and the general rules of the Country Park. Groups shall not use any premises in a way that may cause damage to the premises or any other real or personal property, or in a way that may cause injury to any person.
- 8.2 The Country Parks reserve the right to inspect the site at any time and terminate the barbecue/pizza oven activity if the terms and conditions are breached.
- 8.3 The Organiser shall ensure that they have obtained parental/guardian consent for individuals under the age of 18) before arriving at the Country Park.
- 8.4 Hampshire County Council accepts no liability for any loss or damage suffered by the Organiser or accompanying individuals (other than death or personal injury resulting from negligence of Hampshire County Council). The Organiser hereby indemnifies Hampshire County Council against any claims including damages, liabilities or expenses in relation to or arising from the booking and Organiser's use of the Country Park. The Organiser hereby accepts responsibility for and shall arrange appropriate insurances for the booking.

9. Other Terms

- 9.1 Hampshire County Council reserves the right to update and/or amend these terms and conditions at any time without notice. These terms shall be governed by and construed in accordance with the law of England and the are subject to the jurisdiction of the English courts. A person who is not a party to these terms shall not have any rights under or in connection with them by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 9.2 Any references to legislation or regulations in these shall include any successive legislation or regulations that may come into force after the date of these terms.
- 9.3 These terms operate separately. If any court or relevant authority decides any of them are unlawful, the remaining terms will continue in full.
- 9.4 These terms shall not create any partnership or joint venture between Hampshire County Council and the Organiser, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 9.5 If you have any queries or concerns about how we are handling your information, please visit: <https://www.hants.gov.uk/aboutthecouncil/privacy>

