

# Terms and conditions of hire of Tilgate Park's Hound Ground



Crawley Borough Council (“the **Council**”) agrees to hire an enclosed, undulating natural woodland paddock measuring around three-quarters of an acre surrounded by a perimeter fence and wild plants and woodland animals, known as Tilgate Park’s Hound Ground “the **Venue**”, to the person as detailed in the online booking confirmation “the **Hirer**”, for the purpose of dog walking and training only.

Any breach of these terms and conditions may result in immediate ejection from the Venue and refusal of hire in the future.

Subject to Clause 2, the Council grants the Hirer for the hire period (the “**Hire Period**”) a right to enter and use the Venue in accordance with these conditions. The Hirer accepts and acknowledges that:

## 1. **Licence and Usage of the Venue**

- a. The Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Hirer and the Council by this agreement.
- b. The Council retains control, possession and management of the Venue and the Hirer has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the Hire Period.
- c. The Hirer shall use the Venue only for the purpose set out in this agreement and in the booking information on the Council’s website and shall not sub-let or use the Venue or permit the Venue to be used for any unlawful purpose.
- d. The Hirer will be responsible for themselves, their dogs, their guests and their dogs and may only bring a maximum of 6 dogs to the Venue.
- e. The Council accepts no responsibility for injury, loss or damage resulting from use of the Venue or equipment and play items within the Venue.
- f. The Hirer will be responsible for keeping their dogs under control at all times within Tilgate Park, whether within the Venue or any other area of the park.
- g. A Public Space Protection Order (PSPO) requires dogs to be kept on a lead, a maximum of 2m. No dogs are permitted in the children’s playground or Walled Garden.
- h. The Hirer agrees not to leave their dogs unattended in the Venue and shall follow any signage or instructions given within the Venue in relation to restricted areas or restrictions on use.
- i. The Council accepts no responsibility for dogs escaping from the Venue.
- j. The Hirer is responsible for ensuring the Venue is securely locked at the end of the Hire Period and shall indemnify the Council for any loss or damage suffered as result of the Hirer’s negligence in this regard.
- k. The Hirer shall leave the Venue clear of any waste and shall ensure that all dog waste is properly bagged and disposed of in a dog waste bin.
- l. The Hirer shall be responsible for their own personal hygiene, bringing their own hand sanitiser or similar to limit the transmission of any contagion.
- m. The Hirer shall comply with all applicable laws, statutes, regulations and codes from time to time in force applicable to the Venue.
- n. The Hirer shall abide by all guidelines issued by central or local government for public health and safety and the containment of any pandemic, epidemic or parasite whilst at the Venue.
- o. The Hirer shall attend their booked session on time. The Council accepts no responsibility for late arrival caused by traffic or parking issues which leads to the shortening of the Hire Period.
- p. The Hirer will be responsible for all loss of or damage to any property at the Venue and for any injury to persons, other animals and things caused by or in consequence of any act or omission on the part of the Hirer, its agents, servants, guests and invitees.
- q. The Hirer agrees not to do or permit to be done anything on the Venue which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any other hirers of the Venue, or occupier of neighbouring property.

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## 2. Confirmation of Hire and Payment

- a. The Hirer shall request the hire of the Venue by making a booking on the Council's website [www.crawley.gov.uk/houndground](http://www.crawley.gov.uk/houndground) (a "**Booking**").
- b. Bookings for hiring the Venue will be treated as provisional and will not be confirmed until payment of the fees in cleared funds by the Hirer (the "**Fee**").
- c. The Council reserves the right to release a provisional booking if payment of the Fee is not received.
- d. Any overrun beyond the Hire Period will incur an additional charge of £200 per hour or part thereof.

## 3. Venue Staff

- a. The Venue does not include a member of staff.
- b. A duty park manager can be reached on 01293 521168.

## 4. Insurance and Liability

- a. The Council has obtained insurance cover in respect of its own legal liability for individual claims which cannot be excluded by law and nothing in these conditions limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.
- b. The Hirer is responsible for making its own arrangements for the insurance of loss, damage or for third party claims. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Booking.

## 5. Cancellation Rights under the Consumer Contracts Regulations 2013

**PLEASE NOTE THAT THIS CLAUSE 5 DOES NOT APPLY TO PROFESSIONAL OR BUSINESS HIRERS – PLEASE SEE CLAUSE 6 FOR YOUR APPLICABLE TERMS**

- a. The Hirer has a legal right to cancel the online Bookings within 14 days of the Booking. All cancellations must be made in writing to the Council and the amount of the Fee that will be refunded to the Hirer following a cancellation will depend on the amount of notice given by the Hirer as follows:

| Percentage of Fee Refunded   | Cancellation notice given in writing by the Hirer to the Council   |
|--|--|
| 100%   | Within 14 calendar days leading up to the start of the Hire Period (the " <b>Cancellation Period</b> ")  |
| 0%   | <ul style="list-style-type: none"><li>• After the Cancellation Period has expired; or</li><li>• If a Booking is made within 14 days of the Hire Period, the Hire Period has started.</li></ul> |
| The refund will be made within 14 days of the Hirer's written notice to the Council to cancel the Booking. |  |

- b. The Council may cancel the booking without notice in the event of any security alert or emergency or any other reason or cause outside the control of the Council. In the event of any Booking being cancelled by the Council any Fees paid by the Hirer will be refunded to the Hirer but the Council shall not be liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the Booking.
- c. The Council may cancel the Booking if the Hirer has misrepresented to the Council the purpose for which the Booking has been made or if the Hirer is in material breach of these conditions. In such circumstances the full Fee paid shall be forfeited by the Hirer.

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- d. The Council reserves the right to refuse a Booking or admission to the Venue without giving reason and in such circumstances, the full Fee shall be refunded to the Hirer by the Council.
- e. The Council reserves the right to ask the Hirer, its agents, servants, guests and invitees to leave on the basis of unacceptable behaviour amounting to a breach of these conditions. In such circumstances the full Fee paid shall be forfeited.

## 6. Business Cancellation Terms

- a. All cancellations by professional Hirers or business must be made in writing to the Council and the amount of the Fee that will be refunded to the Hirer following a cancellation will depend on the amount of notice given by the professional or business Hirer as follows:

| Percentage of Fee Refunded   | Cancellation notice given in writing by the Hirer to the Council   |
|--|--|
| 100%   | 72 hours prior to the start of the Hire Period (the “ <b>Cancellation Period</b> ”)  |
| 75%  | Within 72 hours of the start of the Hire Period  |
| 50%  | Within 48 hours of the start of the Hire Period  |
| 0%   | After the Cancellation Period has expired; or<br>If a Booking is made within 36 hours of the Hire Period, the Hire Period has started. |
| The refund will be made within 30 days of the Hirer’s written notice to the Council to cancel the Booking. |  |

- b. The Council may cancel the booking without notice in the event of any security alert or emergency or any other reason or cause outside the control of the Council. In the event of any Booking being cancelled by the Council any Fees paid by the Hirer will be refunded to the Hirer but the Council shall not be liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the Booking.
- c. The Council may cancel the Booking if the Hirer has misrepresented to the Council the purpose for which the Booking has been made or if the Hirer is in material breach of these conditions. In such circumstances the full Fee paid shall be forfeited by the Hirer.
- d. The Council reserves the right to refuse a Booking or admission to the Venue without giving reason and in such circumstances, the full Fee shall be refunded to the Hirer by the Council.
- e. The Council reserves the right to ask the Hirer, its agents, servants, guests and invitees to leave on the basis of unacceptable behaviour amounting to a breach of these conditions. In such circumstances the full Fee paid shall be forfeited.

## 7. Council’s Obligations

- a. The Council shall comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
- b. The Council shall comply with all applicable laws, statutes, regulations and codes from time to time in force applicable to the Venue.

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## 8. General

- a. Without prejudice to clause 1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under these conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- b. These conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- c. No variation of the Booking or these conditions shall be effective unless it is agreed by both parties (or their authorised representatives).
- d. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- e. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- f. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the address specified in the Booking.
- g. Any notice or communication shall be deemed to have been received at the time of transmission of the email, or, if this time falls outside Business Hours in the place of receipt, when business hours resume. Business Hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a bank or public holiday.
- h. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.
- i. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- j. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.