

# **HYDE PARK GARDENS**

## **Additional considerations for permission to have a Party in the Garden**

**RULES.** It is the party organiser's responsibility to ensure that any guest who has access to the Garden understands all of the garden rules and regulations of the Garden, and abides by them. Remember please, no music after 11pm. Remember also, no ball games in the garden.

**TOILETS.** The resident responsible for the party must commit:

- to brief their guests that none of the bushes or paths or communal areas should be used as a toilet
- to ensure that toilet facilities are made available on their property for guests
- to check during the party that guests are not using the bushes as a toilet.

**AUTHORITY.** If you or your guests are, asked by

- a Committee member or
- a member of the staff of Westbourne Estates or
- the Hyde Park Gardens gardeners

to move your equipment or materials, or shut the gate, or stop the party, or leave the garden, you and your guests must do so immediately.

**DEPOSIT.** Anyone holding a party must pay a deposit of £250 (of which £50 is non-refundable) with their application towards the costs of any required cleaning or making good any damage or paying any fine relating to a breach of security. The deposit will be returned promptly after the party provided these rules have been

**SECURITY.** The gate must be attended for the duration of the party to ensure that it is never left open by guests or contractors, even for short periods. For the avoidance of doubt, attended means that someone is physically standing by the gate and making sure only key holders and party guests (with a printed invitation or named on a guest list) are allowed entry. Hyde Park Gardens takes breaches of this regulation very seriously – residents have suffered thefts and burglaries as a result of the gate being left open; we also consider it a major safety risk for the children in the garden. Any breach of this rule will result in a fine of at least £100 and permission will be declined for any future parties requested by the party organiser.

**LITTER.** Anything brought into the garden must be taken away at the end of the party. All rubbish, especially cigarette ends, rugs and bags etc. must be removed. No materials or equipment may be left in any part of the Garden – everything must be taken away at the end of the party.

**GLASS.** The party organiser is responsible for ensuring that any broken glassware is properly cleaned up and that no shards of glass remain, as these present a serious health hazard to residents, children and pets using the garden. Due to these risks the committee strongly recommend that plastic glasses are used instead where possible.

**NUISANCE.** Noise must be kept to a reasonable level, and the party must end at the time agreed with the Committee. The party organiser is responsible for ensuring that the party is not a nuisance, and that it ends when agreed. If approached by any resident, freeholder, or leaseholder and asked to end the party after the time agreed, the person holding the party must do so immediately or any deposit will be forfeited.

**INSURANCE.** It is the Owner's responsibility to ensure that they have whatever public liability insurance is adequate for the purposes of their party. Freeholders, leaseholders or residents using outside entertainers, or outside equipment (especially bouncy castles), must make sure that these outside providers have the proper insurance. Hyde Park Gardens Committee will not be responsible in any way for any act of damage or negligence caused by third parties invited in by freeholders, leaseholders or residents holding parties in the garden.

**VEHICLES.** No motor vehicles are permitted in the garden at any time.

**KEYS** The key may only be used by the resident responsible for the party and their guests. It must not be copied or loaned to anyone else.

**PLEASE DON'T BREAK THE RULES.** Any breach of these regulations or the by-laws and regulations of the Garden by the Owner or any guest may result in a penalty, the nature and extent of which will be determined by the Committee. Such penalties may be financial, may exceed the amount of any deposit provided, and may include cancellation of the resident's garden key.

The above conditions apply to all parties held in the garden, and are not negotiable.

Managing Agent: Aaron Landeryou. Westbourne Estates, 19 Eastbourne Terrace, London, W2 6LG Telephone: 020 3626 0094

# HYDE PARK GARDENS

## APPLICATION FORM for Parties in the Garden

**Resident's details** (Name, address & MOBILE telephone number)

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**Location of party in the garden**

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**Date of party in the garden**.....

**Party start time**.....

**Party end time** .....

**Expected Number of Guests: Adults:**.....**Children:**.....

**Brief description of any equipment being brought into the Gardens**

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I have read and accept the Regulations applying to parties in the Garden and the bye-laws and regulations of the Garden.  
I accept that it is my responsibility to ensure that any guest having access to the Garden abides by these particular rules, and the broader garden bye-laws and regulations.  
I confirm that I will arrange for public liability insurance directly or via suppliers where required and make sure that it provides adequate cover.  
I enclose a deposit cheque for £250 of which £50 is non-refundable.  
I agree to pay any fines imposed by Westbourne Estates for breach of these rules.  
I authorise Westbourne Estates to add any fines to my rent charge for breach of any of these rules as determined by Hyde Park Gardens Committee.

SIGNATURE .....

NAME & ADDRESS .....

MOBILE NUMBER .....

STATUS .....

(Freeholder, leaseholder, legally appointed Agent, etc)

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