



Garden Regulations (2013)

Park Square and Park Crescent Gardens Regulations

These Regulations shall be known as the CEPC Park Square and Park Crescent Gardens Regulations 2013, and supersede all previous Regulations made by the CEPC. These Regulations shall come into force on 1st April 2013.

Garden Subscriptions & Fees

1. Subscriptions are offered entirely at the discretion of the Crown Estate Paving Commission (CEPC). Applications will be considered from:
 - 1.1 CEPC ratepayers
 - 1.2 current residents of properties rated by the CEPC (Estate Subscribers)
 - 1.3 private individuals able to demonstrate permanent residence within the boundary of the parish of the church of St Marylebone (Parish Subscribers)
 - 1.4 businesses or institutions with permanent premises within

the boundary of the parish of St Marylebone (Business Subscribers)

CEPC ratepayers contributing garden rates to Park Crescent or Park Square Gardens will not require a Subscription to get access to the gardens.

2. Applications for Subscriptions to the gardens should be made to the CEPC at 12 Park Square East, Regent's Park, London NW1 4LH, via the CEPC's website - www.cepc.org.uk or by email to info@cepc.org.uk. The person whose name, address and other details are registered with the CEPC will be deemed to be the Subscriber and responsible for the use of the Electronic Key(s) and the actions of all those using the key(s) to access the Gardens.
3. The levels of Subscription Fees and the definition of each category of Subscription and the associated terms and conditions may be

determined by the CEPC annually and may be amended at any time. Subscription Fees will become due on 1st May each year for the period until the following 30th April. Subscription Fees shall be paid in advance.

4. Where a Subscription is issued after 1st May and before the following 1st September, the full annual Subscription Fee will be payable. For Subscriptions issued on or after 1st September, half the annual Subscription Fee will be payable.
5. Subscription Fees are paid for the full year or full half year and are not refundable at any point after making payment and receiving a Key.
6. The CEPC may, at its discretion, limit the numbers of Subscriptions offered in any year for each category of Subscriber. Where Subscription numbers are limited, a waiting list will be kept identifying those who have applied for

Subscriptions and the date their application was received. When a Subscription becomes available, the longest standing applicant on the waiting list will be notified by post or by email (when an email address is provided) that a Subscription is available, the offer of which must be taken up and the Fee paid within 10 days of the offer being made. If the offer is not taken up or the Fee is not paid, then the next person on the waiting list will be notified and offered the Subscription.

7. Annual renewal notices will be sent to current Subscribers by post or by email. Where a Subscriber does not pay the annual Subscription Fee within 30 days for any reason:

7.1 the Electronic Key or Keys recorded as having been issued to that Subscriber or to their address will be deactivated

7.2 the Subscription will lapse and will not be eligible for renewal unless no other applicants are on the waiting list for Subscriptions. Those with Subscriptions which have lapsed can place themselves on the waiting list, but must notify the CEPC that they wish to do so

7.3 On 1st June any available Subscription places will be offered to those on the waiting list in order of their date of application. If other Subscription places become available at any point during the year, the CEPC will notify the next person on the waiting list and offer a Subscription

7.4 Those wishing to appeal against a decision taken with respect to the lapse or offer of a Subscription place may appeal to the Director of the CEPC in writing. The Director's decision in the matter shall be final

8. Subscribers should expect that the CEPC will monitor their use of the Gardens by electronic or other means. Any Subscriber who is found to be breaking the terms and conditions of their category of Subscription will receive a warning that their Subscription will be cancelled if further breaches are noted. If further breaches become apparent, the Subscription will be cancelled and no refund of Fees will be payable

Electronic Keys

9. Access to the Gardens will be by Electronic Key issued by the CEPC. Electronic Keys are made available to Subscribers in exchange for a Fee normally set annually by the CEPC, although Fees may be changed at any time.

10. The use of any Electronic Key is limited strictly to the members of the Subscriber's household, or their employees when on their employer's business. In the case of Business Subscribers, use is limited to the Subscriber's employees who work at the Subscriber's business address. Electronic Keys may not be transferred, lent or hired to any other persons.

11. The issuing of additional Electronic Keys will be closely controlled and no more than one Electronic Key will be issued to any new individual residential Subscriber.

12. In the event of a key being lost, the Subscriber must notify the CEPC of the loss at their earliest opportunity. Electronic Keys that are either reported as being lost or that the CEPC reasonably suspects are no longer in the possession of the registered Subscriber will be automatically deactivated.

13. Broken or inactive Electronic Keys will only be replaced on payment of the appropriate Fee.

14. At its discretion, the CEPC may offer a refund of £5 for any Electronic Key which is returned when a Subscription lapses or is cancelled, provided the Electronic Key is in good, working condition.

15. The CEPC reserves the right to demand that Subscribers surrender their Electronic Keys and in these circumstances no Subscriptions or other Fees shall be returnable.

16. No person may make or cause to be made any Electronic or other Key to the locks of the gates giving access to the Gardens, and every person using any key not provided by the CEPC will be liable to pay a penalty (50 George IV CAP.100).

Responsibilities of Subscribers

17. The Subscriber will be held responsible at all times for the behaviour of those using their Electronic Keys to access the Gardens and for any damage they may cause, either deliberately or otherwise.

18. Everyone using a Electronic Key is required to ensure that the Gates are properly secured behind them on entering and leaving the Gardens. Gates are not to be left unlocked and unattended in any circumstances. Those with Electronic Keys must guard against allowing access by unauthorised individuals either deliberately or inadvertently.

19. Key holders shall produce their Keys for inspection and give their name and address when requested to by CEPC staff and shall at all times obey the directions given by CEPC staff.

20. The use of the Gardens for social or other functions or events is not permitted unless by prior permission in writing by the CEPC.

21. Toys, paper, bottles or any other litter must not be left in the Gardens. Waste bins are provided for the disposal of small amounts of litter but must not be used for dumping. Should litter bins become full, rubbish should be taken away and not dumped beside bins.
22. The Commissioners reserve the right to close the Gardens or to limit access to all or part of them at any time.
23. The following activities are prohibited unless specific prior arrangements have been made in writing with the CEPC:
 - 23.1 playing of musical instruments or the use of any form of electrical equipment that makes a noise (e.g. amplifiers, generators)
 - 23.2 lighting of fires or barbecues or the cooking of food.
 - 23.3 riding bicycles, roller-skates, skate-boards or any powered or unpowered vehicles
 - 23.4 lighting of fireworks, candles, oil lamps, sparklers or other items having a flame and fuel
 - 23.5 hanging items from the trees or on the railings or interfering with them in any way
 - 23.6 erection of tents, marquees or other installations (e.g. bouncy castles) or the provision of any facilities, entertainments or catering by commercial operators
24. The Gardens are only to be used during daylight hours and subscribers are not permitted to enter the Gardens at night.
25. No item of furniture or equipment supplied by the CEPC for the use of Subscribers is to be removed from the Gardens at any time. Items must be returned to their storage facility when not being used.
26. No commercial photography is allowed in the Gardens without prior consent of the CEPC.
27. Garden users creating or finding any damage to any feature of the Gardens should report the matter as soon as possible to a CEPC Gardener, Security Patrol Officer or to the office.
28. No breakable glass items are to be taken into the Children's Play Area.
29. The Children's Play Area is provided for the use of those under the age of eight years and those accompanying them.
30. The gates to the Children's Play Area should be kept closed at all times.
31. CEPC work areas and facilities are strictly out of bounds to garden users.
32. CEPC signage giving instructions or setting out restricted areas should be strictly obeyed at all times.
- Ball Games & other Sports**
33. No ball games (other than tennis and croquet or where other specific CEPC facilities are provided) shall be played on the lawns or near the flower beds. Children's ball games should be kept within the Children's Play Area.
34. The CEPC reserves the right of its staff to exercise active control over any sporting activity taking place within the gardens that in their reasonable opinion has caused or is likely to cause damage to CEPC property or a nuisance to other garden users. Those failing to obey the reasonable requests of CEPC staff are at risk of having their Electronic Key deactivated without notice and their Subscription cancelled.
- Responsibility for Children**
35. For the purposes of these Regulations the CEPC will consider those under the age of 15 years to be children.
36. All children must be accompanied at all times by a responsible adult when using the garden. Groups of unaccompanied children are not permitted to use the garden at any time without the presence of appropriate numbers of responsible adults.
37. All those in charge of children or responsible for them must prevent them from:
 - 37.1 damaging the lawns, trees, flowers, shrubs, buildings or any other fittings or facilities
 - 37.2 swinging from trees or shrubs, or climbing on them or on the railings
 - 37.3 playing in the flowerbeds or shrubberies
 - 37.4 creating any disturbance detrimental to the peaceful enjoyment of the Gardens by other users
38. Those responsible for children who use the Gardens retain those responsibilities at all times. The CEPC does not accept any responsibility for monitoring the activities of children or any liability for accidents involving children using the gardens and its facilities.
- Lawn Tennis**
39. During the summer months, tennis courts may be provided as an additional amenity in the Gardens. Play is only allowed during daylight hours and not before 10:00am or after 9:00pm.

40. In no circumstance shall a child under the age of 15 years be permitted to play on the courts after 4:30pm on Mondays to Fridays or at any time on Saturdays or Sundays, unless playing with an adult.

41. Tennis courts may only be used in favourable weather conditions when the courts are fit for play and not during or immediately after rain. Users must obey CEPC instructions and signage about whether or not the courts are fit for play and must not use the courts if so instructed. Those persistently ignoring CEPC instructions about the correct use of courts are at risk of having their Electronic Key deactivated without notice and their Subscription cancelled.

42. Courts must be booked in advance using the current arrangements that are put in place by the CEPC. No player or group of players shall book the courts for more than three half hourly sessions in any one day.

43. Changing is not permitted anywhere in the Gardens except within the toilet facilities.

44. In the interests of the safety of players, no furniture or benches should be placed within the netted area of the courts.

Dogs

45. Dogs are only permitted in the Gardens on condition that they are held on a lead and kept under strict control at all times. Dogs must not be allowed on the flower beds or in the shrubberies and

handlers are not permitted to allow dogs to run free in the garden off their leads.

46. No dogs are allowed into the Children's Play Area.

47. Those bringing a dog into the Gardens are responsible for clearing away all fouling and disposing of the waste in a hygienic and responsible manner in the special bins provided.

48. The CEPC reserves the right to ban individual dogs from being brought into the gardens where it believes that a dog handler has persistently allowed a dog to foul or cause a nuisance. Dog owners of breeds known to be aggressive are encouraged to fit muzzles to their animals. If a dog demonstrates aggressive behaviour on more than one occasion, either to garden users, to other dogs, or to CEPC staff, the CEPC may issue a written ban to the owner preventing it from being brought into the Gardens.

49. Subscribers remain responsible for the activities of any dog brought into the Gardens using their Electronic Key. Subscribers allowing their staff to exercise dogs in the Gardens must ensure that those staff know about and understand their responsibilities under the Garden Regulations. Where persistent problems arise from individual dogs, the CEPC reserves the right to deactivate the Subscriber's Electronic Key and may also cancel the Subscription.

Damage to Property

50. Any person wilfully breaking, cutting or removing any of the plants, flowers, trees or shrubs or committing any other damage to CEPC property is liable to pay a penalty (50 George IV Cap. 100) and may have their Electronic Key deactivated and Subscription cancelled with immediate effect.

Lost Property

51. Any property found in the Gardens should be taken to the CEPC Office at 12 Park Square East or handed to a CEPC Gardener or Security Patrol Officer.

Liability

52. Garden users do so entirely at their own risk. The CEPC does not accept any liability for loss or damage to animals or property being brought into the gardens or for any injury resulting from the use of the Gardens and its facilities.

53. Users bringing tables, chairs or any other items into the Gardens do so entirely at their own risk. Unless forming part of CEPC sanctioned arrangements, items brought into the garden must be removed at the end of each day. The CEPC reserves the right to dispose of items that in its reasonable opinion have been left or abandoned in the Gardens or that are causing a nuisance.



CROWN ESTATE PAVING COMMISSION

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