



Painshill Site Rules and Regulations

Definitions

1. "The Painshill Park Trust" means the Painshill Park Trust Ltd incorporated under the Companies Acts 1948-1980 and includes the Trading Company "Painshill Enterprises Ltd"

"Trust Property" means all land, vegetation and water including lakes, ponds, rivers and streams; Trust Buildings and their contents and all other property at Painshill Park, Cobham, Surrey KT11 1JE

"Trust Building" means any building, tent, or other structure of any kind on Trust Property.

"Unauthorised Person" means any person unauthorised by Painshill Park Trust unless acting in the exercise of some legal right in, on or over Trust Property.

"Children" means any person under the age of 16 years.

The masculine gender includes the feminine.

Death or Injury

2. Persons using Trust Property do so entirely at their own risk. Painshill Park Trust will not be liable for death or injury unless caused by its negligence. No person shall enter Trust Property outside the published opening hours without prior written consent. All persons including volunteers and members entering Trust Property must present themselves at the visitor reception office.
3. Children must be accompanied by an adult and kept under close supervision and control at all times. The maximum number of children per adult shall not exceed four. The Trust Property contains many hazards. Particular attention is drawn to the lake and river, which has dangerous steep banks and deep water. Ice is a hazard and no adult or child may enter on it.
The landscape contains natural features and visitors are advised ground and footpaths may contain trip hazards.

Trust Property

4. No unauthorised person may damage, destroy or make any alteration to Trust Property; abstract water; remove any flowers, seeds or other vegetation or knowingly bring on Trust Property any form of vegetation in such circumstances that it may be likely to reproduce or propagate itself or infect.
5. No person shall deface or pollute Trust Property or fix or attach any item to it.
6. No unauthorised person shall paint, display or distribute any placard, advertisement or notice on Trust Property. No person shall use the words "Painshill" or "Painshill Park" in relation to any event or other activities or any trade mark, symbol or device without the prior written consent of Painshill Park Trust Ltd.
7. No unauthorised person shall erect any permanent or temporary structure on Trust Property, including tents or gazebos.

Fire, Firearms and Projectiles

8. No unauthorised person shall light any fire or discharge any firework. No unauthorised person shall otherwise act in any way so that damage by fire may be caused to Trust Property.
9. No person shall use barbeque equipment on Trust Property, unless it is specifically authorised in writing beforehand.
10. No unauthorised person shall have any weapon including any firearm, knife, bow or crossbow in his possession while on Trust Property.
11. No unauthorised person shall throw or discharge any projectile on Trust Property.

Litter and Rubbish

12. No unauthorised person shall bring any rubbish, scrap, toxic or waste material on to Trust Property.
13. No person shall leave or abandon any rubbish on Trust Property except in receptacles provided for the purpose.

Dogs and other Animals

14. Dogs shall be kept under control and on a **short** lead at all times. Dogs (other than guide dogs) will not be admitted into any Trust Building. Dogs shall not be permitted to enter any lake or river within or adjoining Trust Property. Dogs must be under the supervision and control of an adult visitor at all times.
15. No unauthorised person shall train or race any horse, dog or other animal on Trust Property.
16. No unauthorised person shall bring any cattle, sheep or other animal (except dogs in accordance with these regulations) onto Trust Property.

Protection of Animals

17. No unauthorised person shall knowingly take, molest, ensnare or wilfully disturb, injure or destroy any living creature or the eggs of any living creature on Trust Property including the waters of the lake and the River Mole. No person who is not a member of the authorised Angling Society fish the waters of the lake or the River Mole.
18. No unauthorised person shall knowingly bring onto Trust Property any living creature in such circumstances that the creature may be likely to reproduce or propagate itself or cause damage to Trust Property or plant or animal life.

Bathing and Skating

19. No person shall paddle, bathe, skate or water-ski on Trust Property.
20. No person shall skate on rollers or use a skateboard on Trust Property.
21. No person shall ski, snowboard or sledge on Trust Property.
22. Only children less than 5 years of age can bicycle or scooter if supervised by an adult and with use of stabilisers on Trust Property. The use of any other bicycles, scooters skateboards is not permitted on Trust Property.

Driving and Parking

23. Painshill Park Trust will not be liable for loss or damage to any vehicle or bicycle its contents on Trust Property unless caused by its negligence.
24. No unauthorised person shall park or leave any vehicle on Trust Property except in parking places provided by Painshill Park Trust; leave any vehicle on Trust Property except during the hours of public access to Trust Property; ride or drive any vehicle on Trust Property otherwise than upon roads and ways authorised for such use or use any part of Trust Property in connection with any race, rally or the like.
25. Persons driving on Trust Property must have a valid insurance policy and licence to drive the vehicle, must observe the maximum speed limit of **10 mph** on entrance roads and **5 mph** on access roads and not ride or drive any vehicle to the danger of, or without due consideration for, other persons on Trust Property. All vehicles driven on Trust Property must have a current valid MOT certificate and be fit for the purpose and have Comprehensive Vehicle Insurance. All vehicles must give way to pedestrians; no vehicle shall drive upon grass verges or meadows without specific authority.



Horse riding

26. No unauthorised person shall ride a horse on Trust Property, any authorised person shall present to the Trust certificate of valid Public Liability Insurance in minimum sum of £10 million pounds for each and every event.
27. No person shall ride a horse to the danger of, or without due consideration for, other persons on Trust Property.

The Licensing Act 2003

28. No licence may be applied for either public entertainment or for the sale of alcohol without the prior consent in writing of Painshill Enterprises Ltd.
29. A premises licence covers Painshill Enterprises Ltd. Persons using Trust Property must comply with the licensing objectives, which are:
 - The Prevention of Crime and Disorder
 - Public Safety
 - The Prevention of Public Nuisance, this includes noise levels
 - The Protection of Children from Harm
 - No person under the age of 18 years shall be supplied or consume alcohol on Trust Property
30. The sale of alcohol (unless approved) and/or the sale or use of illegal drugs is forbidden.

Nuisance, Noise and Dangerous Behaviour Access

31. No person shall indulge in activities which are offensive, noxious, noisy, illegal or immoral or which may become a nuisance to Painshill Park Trust or neighbouring land nor shall any person act in a manner which could put themselves or any other person in danger of death or injury.
32. No person shall bring to site or consume any drug or substance prohibited under the Misuse of Drugs Act 1971 (Amendment) Order 2005 and any further Act or Order in force.
33. No unauthorised person shall operate any radio, television or other device for the reproduction of sound or play any instrument on Trust Property.
34. No person shall use any indecent, obscene or abusive language or behaviour to the annoyance of any person, or use illegal language, on Trust Property.
35. No person shall on Trust Property threaten, wilfully obstruct or annoy any other person in their proper use and enjoyment of Trust Property or any officer of Painshill Park Trust in the exercise of his powers and duties.
36. Members will be requested to present their membership card, for inspection. In the event of the card not being available, the Duty Manager will check the membership records.

Other Unauthorised Activities

37. No unauthorised person shall sell or offer for sale any article or service on Trust Property.
38. No organised public gathering, procession or exhibition shall take place on Trust Property without the previous written authority of an officer of Painshill Park Trust and no person shall interfere with or hinder any authorised function.
39. No unauthorised person shall enter any Trust Building wearing footwear that may damage such building or its contents.
40. Smoking, including e-cigarettes, is prohibited in all Trust Buildings and enclosed spaces.
41. No unauthorised person shall operate any power-driven model aircraft, drone, boat or car on Trust Property.
42. **No unauthorised person shall climb any tree, wall, fence, gate or hedge on or enclosing Trust Property.**



43. Film, photography and record by way of video-tape, digital and/or audio recording shall be taken for personal use only and shall not be published, sold, used for commercial purposes, lodged with photographic libraries or like purposes without prior consent of the Trust and hold a Photography Permit/Filming Contract issued for the purpose by the Trust.
44. No unauthorised person shall use a metal detector on Trust Property.
45. Visitors must be appropriately dressed at all times, including without limitation the requirement for wearing of a shirt.

CCTV

46. Areas of Trust Property are covered by CCTV, which may be used to support any legal proceedings that the police, Painshill Park Trust or any other person may undertake.

Power to Remove Offenders

47. Any person authorised by Painshill Park Trust may remove from Trust Property any vehicle in contravention of these regulations; any structure erected on Trust Property in contravention of these regulations; any animal on Trust Property in contravention of these regulations; any animal suffering from disease and, after due warning, any person who in his view commits any offence against these regulations. The Trust will seek to prosecute and seek compensation from persons or their charge who cause damage to any Trust property.

Property Loss or Damage

48. The Painshill Park Trust will not be liable for loss of or damage to any personal property on Trust Property unless caused by its negligence.

Responsibility for Fire Safety in Marquees and Other Temporary Structures

49. For the purposes of this regulation, a "Temporary Structure" shall mean any marquee, tent or other movable structure erected with the consent of the Painshill Park Trust on Trust Property. The party obtaining the licence, contract or other consent from Painshill Park Trust for the erection, use, taking down and/or any other activity in, on or concerning a Temporary Structure ("Use") shall be responsible for implementing the provisions of the Fire Safety Order 2005 (including without limitation the obligations imposed on "responsible persons" as defined in the said Order) in respect of such use.

Advertising of Events

50. No signs, advertisements for events shall contain the words "Painshill Park" or the Painshill logo without prior written consent of Painshill Park Trust Ltd. Any sign, banner or the like is subject to the proposal having obtained all necessary approvals from the Police, Land Owners, Local and County Authorities or other relevant bodies. All signs or the like are to be removed within 48 hours of the completion of the event or sooner if directed.

Revised: 4th January 2017