

Multi Use Games Area / Courts – Hire Terms and Conditions

These Terms and Conditions will govern the hire of the Multi Use Games Area (MUGA) / tennis courts owned and managed by Ewyas Harold Group Parish Council and located at Ewyas Harold Recreational Ground.

Priority for use will be given to the residents, organisations, and sporting clubs based within Ewyas Harold Group Parish.

1.0 Definitions

1.1 The 'Contract' refers to the completed online Booking Form, which is generated by the Council's online booking tool. This form is approved electronically by the Hirer and, together with these Hire Terms and Conditions, constitutes as the 'Contract', all of which is shown and available on the Parish Council website.

1.2 The 'MUGA' refers to the Multi Use Games Area/the courts and equipment contained within it.

1.3 The 'Facility' means the premises (MUGA/courts) and includes any equipment and/or facilities provided for use for the Hirer.

1.4 The 'Hirer' means the individual completing the MUGA booking form online, whether it be for personal use or on behalf of an organisation/club. The 'Hirer' will be responsible for payment and for any debt arising out of the booking made, including damage to the facility.

1.5 The Hirer refers to the individual or organisation hiring the MUGA, and it is the Hirer's responsibility to ensure that any persons on the premises adhere to these Terms and Conditions.

1.6 The 'Clerk' is the Council's Proper Officer and will be responsible for managing the facility on behalf of the Parish Council.

1.7 All references to the Clerk will refer to and encompass all other council officers or Councillors as nominated.

2.0 Acceptance of Terms and Conditions

2.1 Use of the MUGA/courts is subject to the Terms and Conditions herein. By making a booking the Hirer accepts these Terms and Conditions. The Hirer further agrees to abide by and enforce these Terms and Conditions. Any incident arising from a breach of the Terms and Conditions will be the sole responsibility of the Hirer, and any such breach may result in loss of the hire fee (if charged) and could incur additional charges.

2.2 The Council's decision regarding any booking disputes, will be final.

3.0 Opening Hours / sessions

3.1 The MUGA/courts will be available for hire, in hourly slots, between 8:00 am and 9:00pm, Monday-Sunday.

3.2 Sports use for the facility begins on the hour and ends on the 55th minute. All hirers must have vacated the court before the hour session is complete.

3.3. All hirers must ensure that the courts gate is closed during their session and when they leave.

4.0 The MUGA (Courts) and Facilities

4.1 The MUGA is marked out for various sports such as, football, netball, and tennis. The MUGA contains portable sports equipment, and hirers should play on only on the court set-up for their chosen session.

4.2 The MUGA can only be hired and used for one sport at any one time. If the whole MUGA is required for Netball and Football then please ensure you book both courts for the same time

slot at the time of booking.

4.3. All users must only use the equipment and courts in the correct manner and as agreed at the time of booking. This includes compliance with any written or verbal instruction from the booking process, by a member of Council and/ or by signage posted at the facility.

4.4 The MUGA will not usually have a council representative on site; the named hirer or deputy must take responsibility for their own health and safety, and that of the members of their party.

5.0 Booking Process and Conditions

5.1 Applications for the hire of the MUGA will only be considered authorised upon submission of a completed online Booking Form and online payment (where applicable). When the hire has been confirmed via email, a binding Contract will exist.

5.2 If subsequent changes to the hire are required, the Council will make every effort to accommodate the Hirer but cannot guarantee that the MUGA will be available.

5.3 The MUGA may be hired by anyone of 18 years and over.

5.4 Should the hire period include people under the age of 18 years, an adult must supervise and be present at all times. Should this not be the case, the group will be asked to leave, and no refund will be given if a charge was made.

5.5 The Hirer may be asked to produce personal identification/ proof of age.

5.6 The Council reserves the right to cancel a booking of the MUGA if it considers that the hiring of such could lead to a breach of the Terms and Conditions, or if for any reason the premises are considered unfit for the intended use.

5.7 The hire of the MUGA does not entitle the Hirer to occupy them at any time other than the specific hours for which they have been hired, unless prior arrangements have been made with the Clerk.

6.0 Responsibility of the Hirer:

6.1 That the numbers of users / players / spectators / officials within the facility does not exceed the number stated for the session. (Spectators may watch from the gallery outside)

6.2 Supervision and responsibility for users/players/spectators/officials.

6.3 Ensuring that all users (both from the Hirer and their competitors) are made aware of these MUGA Booking Conditions to ensure that they are familiar with the agreement between the Hirer and the Council.

6.4 The Hirer is responsible for ensuring any club who hires the Facility, conducts their own risk assessment prior to the use of the facility.

6.5 To bring all necessary equipment as required for the sport/game being played. (Aside from goals and nets)

6.6 The Hirer shall ensure that the Facility is suitable for the purpose of the sport being played for the hire period. Any issues should be reported immediately.

6.7 Informing the Council of any injury sustained by any player, spectator or other person onsite during the period of hire. The Hirer must inform the Clerk in writing detailing the location, time and date of the accident, the nature of the injury sustained and the likely cause of the injury by emailing: clerk@ewyasharoldg-pc.gov.uk

6.8 Ensuring all users conduct themselves in a proper and correct manner with due consideration to other users and staff. Abusive and/or threatening behaviour, whether verbal or physical, towards the staff of the Council, the attendants, referees, or other members of the public on site, will not be tolerated for any reason and may lead to the Council cancelling all future bookings for the individual and/or the group. Any such incidents will be investigated on a case-by-case basis.

6.9 Ensuring that all users respect the privacy of residents living adjacent to the facility, and that

their right to the quiet enjoyment of their homes is paramount.

6.10 Ensuring that no users leave any valuables on site unattended during the period of hire. The security of any such valuables are entirely their owner's responsibility.

6.11 Informing the Council of any cancellations.

6.12 The Hirer will be responsible for ensuring all Health and Safety and Fire Regulations are adhered to.

6.13 The Hirer will be responsible for loss and damage to the Facility and equipment therein.

6.14 At the end of the hire period, the facility is left in a clean and tidy condition, with all litter taken away.

7.0 Hire Charges and Payment Policy – Not Applicable Currently as No Charge for Casual Bookings

7.1 The Council reviews and sets the hire fees, these are subject to change. The fee applicable to a booking shall be that in force at the time the event is booked.

7.2 The full amount of the hire will be made by online payment at the time of booking.

7.3 The Hirer will be responsible for ensuring payment is made and will be liable for any debt arising out of this contract.

8.0 Limitations

8.1 The sale and use of alcohol and/ or recreational drugs in the facility is strictly prohibited.

8.2 Smoking and vaping is strictly prohibited in the MUGA.

8.3 Dogs are strictly prohibited from entering the MUGA

8.4 The use of BBQ's, naked flames and fireworks are strictly prohibited in the MUGA.

8.5 The use of chewing gum, glass bottles, skateboards, roller-skates, scooters, bicycles, and motorcycles are strictly prohibited on the MUGA.

8.6 Music being played is strictly prohibited.

8.7 Misuse of the tennis nets, football goals and netball hoops is strictly prohibited.

8.8 Installing promotional signs or banners is strictly prohibited.

8.9 Sub-letting of the Facility is strictly prohibited.

8.10 The wearing of incorrect footwear such as, studded / bladed football boots, running spikes, Roller blades / boots, stiletto heeled or other unsuitable footwear is strictly prohibited.

8.11 Use of the Facility is limited to the MUGA/courts only. The booking does not include use of the Pavilion changing rooms or toilet facilities without prior approval of Council.

8.12 The Facility is not to be used for dancing, music or any other public entertainment.

8.13 If special equipment is required for a sporting event, prior approval must be sought from the Council.

9.0 Liability, Damages, and Insurance

9.1 The Council is not responsible for, and will not accept liability for, any loss, damage, injury or death, (whether to property or person) sustained by any person or persons in the Facility, howsoever caused, except where such loss, damage, injury or death is caused by the Council's negligence or any defect in its premises. By accepting these conditions, the Hirer indemnifies Ewyas Harold Group Parish Council against all and any claims for damages, compensation and/or costs in respect of:

9.1.1 Bodily injury or illness to third parties.

9.1.2 Damage to third party property caused by or arising from being incidental to the Hirer's use of the Facility.

9.1.3 The Hirer will be responsible for loss or damage to the facility and contents therein. All property pertaining to the Hirer and third parties are left entirely at their own risk.

9.2 All damages which arise from the Hirer's use of the Facility will be repaid to the Council on demand, including the cost of reinstating, repairing or replacing any part of the Facility or any property in or upon the Facility, which is damaged, destroyed, stolen or removed during the period of hire, or if in relation to or by reason of the hiring.

9.3 Any damage to or failure of equipment must be reported to the Clerk, including photos.

10. Cancellations by Council

10.1 The Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:

10.1.1 The Facility being unavailable due to the circumstances outside of the control of Council.

10.1.2 The premises becoming unfit for the use intended by the Hirer.

10.1.3 An emergency requiring use of the premises by Ewyas Harold Group Parish Council.

10.1.4 The Hirer failing to disclose material information concerning the proposed booking.

10.15 Reasonable grounds to conclude that the conditions of the booking/hire may have been breached.

10.1.6 The Council believes that legal or statutory requirements, or unlawful activities will take place as a result of the booking/hire.

10.4 In the event of 10.1.1, 10.1.2 and 10.1.3 the booking will be moved to an alternative date at a mutually convenience date and time or a refund provided if a charge has been made.

11.0 Cancellations by the Hirer

11.1 All cancellations should be reported to : clerk@ewyasharoldg-pc.gov.uk

11.2 Should the Hirer cancel their booking less than 24 hours before the commencement of their booking, there will be no refund if a charge has been made.

11.3 Should the Hirer cancel their booking 24 hours in advance of the commencement of their booking, they may be able to transfer it to another date/time or request a full refund if a charge has been made.

12.0 Nuisance

The MUGA is a community facility, primarily for the benefit of local residents. It is located in a residential area and any use must be made with due consideration for nearby residents. Hirers and/or organisers of sporting events are responsible for ensuring that the noise level is not such as to interfere, cause inconvenience or annoyance to occupiers of nearby houses. The Council reserves the right to terminate a booking (without refunding any fees) where the Hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance, and to report such matters to the appropriate authorities.

13.0 Variations to the Contract

The Council reserves the right to vary the conditions of this Contract at any time on seven days' notice. Any variation so made shall be deemed to be incorporated in these conditions. In such circumstances, the Hirer may, within 7 days of receipt of such notice, terminate the Contract.

14.0 Violations to the Contract

The Council reserves the right to terminate any activity if it appears that any of these MUGA Booking Conditions have been or are being violated. Such determination shall not release the Hirer from any obligation under these conditions or affect any right of remedy which the Council may have under these conditions or otherwise. The Council shall be entitled to retain and benefit from any monies paid to them in respect of the letting.

15.0 Data Protection

By entering into this agreement, the Hirer accepts that the Council will hold their details for the purpose of carrying out the booking. The Council will not use this information for any other purpose apart from any future bookings the Hirer may make. See also the Council's Privacy Notice' and General Data Protection policies, made available on its website [GDPR – Ewyas Harold Group Parish Council](#)

The Council utilises CCTV to protect its facilities at Ewyas Harold recreation ground from criminal damage, misuse and to ensure the safety of the general public whilst using them. The MUGA, play area, sports field and car park are all protected by CCTV cameras.

Please visit the Council website to review the Council's CCTV Policy and Data Protection Policy and Procedures: www.ewyasharoldg-pc.gov.uk