

Newton Poppleford & Harford Parish Council

Multi Use Games Area Booking Conditions

These Conditions will govern the hire of the Multi Use Games Area (MUGA) managed by Newton Poppleford Parish Council (the Council) and located adjacent to the Pavilion in Back Lane, Newton Poppleford

Definitions

1. The “Contract” means the completed MUGA Booking Form (generated by the Council’s booking system) signed by the Hirer, together with these Booking Conditions.
2. The “Hirer” means the individual signing and completing the MUGA Booking Form, and they will be the person responsible for payment and for any debt arising out of making bookings.
3. The “Facility” means the premises owned by the Council and includes any equipment and/or facilities provided for use by the Hirer under this Contract.
4. Clerk means the individual within the Council responsible for administering bookings and for invoicing the Hirer.
5. The Courts are administered by the Clerk or nominated Councillors who are authorized to receive and confirm bookings, arrange access, inform Hirers of the Terms and Conditions of hire and to monitor adherence to these. All references to the Clerk below shall be taken to refer to the Clerk or any other officer or Councillor.
6. The Hirer refers to the person or organisation hiring the Facility. It is the Hirer’s responsibility to ensure that any persons on the premises for the duration of their booking adhere to the Terms and Conditions of hire set out in this document.

Acceptance of Terms and Conditions

1. Use of the Facility is subject to these Terms and Conditions. By making a booking and/or using the Facility, 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. Any such breach could incur additional charges.
2. The Council’s decision regarding any booking disputes will be final.

Opening Hours

1. The MUGA is normally available for hire between 9:00am and 9:00pm from 1st June to 30th September and from 9.00am until dusk at all other times except as described below.
2. Council reserves the right to retain certain hours for free community use of the Facility. Currently the MUGA is not available to hire between 3.30pm and 5.00pm on any weekday.

The Facilities

1. The MUGA is marked out for various sports.
2. Hirers are entitled to use the MUGA for any appropriate sport or event on the condition that the Facility is left in a clean and undamaged state at the end of the booking.
3. Car Parking: Parking is available at the Pavilion or adjacent to the tennis courts.
4. Toilets: Exterior toilets are available at the Pavilion.
5. Changing Rooms: Hirers are not entitled to use the Pavilion changing rooms.
6. Any damage to or failure of equipment must be reported to the Clerk

Booking Process and Conditions

1. Applications for the hire of courts will only be considered on submission of a completed Booking Form. When the hire has been confirmed by the Council, a binding Contract will exist.
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.
3. Any potential Hirer with an outstanding debt to the Council must clear that debt before being provided with any further access to the Facility.
4. The MUGA may be hired by anyone of 18 years or over.
5. The Council reserves the right to refuse a booking of the MUGA if it considers that the hire could lead to a breach of the Terms and Conditions or if for any reason the premises are considered unfit for the intended use.
6. The hire of the MUGA does not entitle the Hirer to occupy the Facility at any time other than the specific hours for which it has been hired unless prior arrangements have been made with the Clerk.
7. 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 Council's Privacy Notice, available on its website:
www.newtonpopplefordpc.co.uk
8. Block bookings are permitted up to a maximum of 3 months at a time with the onus on the Hirer to re-book.

Obligations of the Hirer – The Hirer is to be responsible for:

1. The supervision and control of users/players/spectators/officials.
2. Ensuring that anyone entering the MUGA does so in the appropriate footwear. No studded or bladed boots are to be worn inside the facility.
3. 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 theclerk.nph@gmail.com
4. Ensuring that all users conduct themselves in a proper and correct manner with due consideration to other users. Abusive and/or threatening behaviour, whether verbal or physical, towards the Clerk, Councillors, 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 group.
5. Ensuring that no users leave any valuables on site unattended during the period of hire. Any such valuables are entirely at their owner's risk.
6. Ensuring that the Council's 'No Smoking' Policy is adhered to at all times.
7. Ensuring that all users comply with these MUGA Booking Conditions and with all reasonable requirements of the Council for the safety and convenience of those using the Facility. This requirement extends to competitors or visitors if applicable.

8. Contacting the Clerk by telephone in the event of an emergency on 07393 572608.
9. Ensuring that all users respect the privacy of residents living adjacent to the facility, and their right to the quiet enjoyment of their homes.
10. Informing the Council of any cancellations.

Hire Charges and Payment Policy

1. The Council reviews and sets booking fees annually. The fee applicable to a booking shall be that in force at the time the event is held (i.e. all advance bookings will be subject to any revision in rates formally approved by Council).
2. The full amount will be due at the time of booking.

Payment

1. The person who has completed and signed the MUGA Booking Form will be responsible for payment of the fees and liable for any debt that arises out of this Contract.
2. For ad-hoc users the fee must be paid prior to use of the Facility.
3. For regular users, an invoice will be issued to the Hirer at the beginning of each quarter or at a time interval mutually agreed. No access to the Facility will be permitted until payment has been made in full.

VAT Exemption Conditions

1. Please note that the rules concerning VAT are set by the Inland Revenue, not the Council and will therefore be strictly applied without exception. Please ensure that you read the conditions carefully and make sure that you fully understand the implications of them.
2. The hire of sports facilities is subject to VAT. However, if bookings meet **all** the following requirements then they qualify as being exempt:
 - a) The series consists of ten or more sessions, booked at the same time.
 - b) Each session is for the same sport or activity.
 - c) Each session is in the same place
 - d) The interval between each session is at least one day but not more than fourteen days. The duration of the sessions may be varied however there is no exception for intervals greater than fourteen days through the closure of the facility for any reason except in the case of unforeseen circumstances as stated below. Dates must be set at the time of booking; there is no extension to this limit to take account of school holidays, public holidays, etc.
 - e) The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full **whether or not the right to use the facility for any specific session is actually exercised**. In the event that the facility is not available for use on a scheduled date because of an unforeseen circumstance (such as vandalism or inclement weather), entitlement to VAT exemption for the series is unaffected. In this case you can either have a session added to the end of your series or the session refunded.
 - f) The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
 - g) The person to whom the facilities are let has exclusive use of them during the sessions

It is the responsibility of the Hirer to prove that they meet the criteria above. If any of the criteria above are not met, then the entire series becomes taxable.

Cancellations by the Council

1. The Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:
 - a) The Council considering that unlawful or unsuitable activities will take place as a result of the hire;
 - b) the premises becoming unfit for the use intended by the Hirer;
 - c) an emergency requiring use of the premises by the Council.

In any such case the Hirer shall be entitled to a full refund of any money already paid, but Council shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

Cancellations by the Hirer

1. The Hirer is responsible for notifying the Clerk of any cancellations or alterations at least seven clear days in advance of the date of proposed hire in writing by emailing theclerk.nph@gmail.com
2. If the Clerk does not receive such notification the Hirer will be required to pay the full cost of the hire.

BEFORE YOUR BOOKING

Insurance

1. The Council's Public Liability Insurance shall be extended to each organisation or person whilst using the MUGA (during a booking agreed with Council), subject to their fulfilment of the Terms and Conditions of the cover (available on request). This Public Liability cover shall not apply to any organisation or person using the MUGA for commercial or business purposes. Such organisations or persons should arrange their own Public Liability Insurance. All Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.
2. The Council's insurance does not cover items owned by court users. Equipment brought into and/or left at the MUGA is entirely at the owner's risk.
3. It is the Hirer's responsibility to ensure that any sub-contractor who provides equipment or a service has appropriate Public Liability Insurance.

Liability

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.

Indemnity

1. The Hirer shall repay the Council on demand 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 prior or subsequent thereto if in relation to or by reason of the hiring.
2. The Hirer, if required, shall obtain Public Liability Insurance for a minimum of £2 million to indemnify the Council against any death or injury to any party, or loss or damage of property belonging to any persons arising out of the use of the Facility during the period of hire.
3. The Hirer is required to produce evidence of such insurance as described above at

least 14 days before the date of hiring, or at the time of booking if that is less than 14 days before the event. Failure to provide this evidence will automatically cancel any booking application which has been made.

DURING THE BOOKING

Supervision

The Hirer must not engage in any activity which prevents them from exercising general supervision. All functions for persons under 18 years must be stewarded by an adequate number of adults and with a minimum of 1 adult per 10 young persons. The Hirer shall, during the period of hiring, be responsible for the behaviour of all persons using the premises whatever their capacity.

Notices

No notices or placards erected, displayed or provided by the Council may be removed or covered up.

Loss of Property

The Council accepts no responsibility for damage to, or the loss of, or the theft of any Hirer's or other user's property or effects.

Prohibitions

1. The entire court area is a **NO SMOKING** area.
2. Fireworks and Pyrotechnics: There is a total ban on the use of fireworks or any form of pyrotechnics in or around the courts.
3. No person shall enter the MUGA wearing studded or bladed boots.
4. The Hirer shall not sublet the Facility.

Personal Property

1. The Council may remove (and store if practical) any property left behind by the Hirer after the expiry of the times provided in the Contract. The Council shall not be held responsible for any damage to or theft of any such property during any such removal or storage. The Hirer agrees that the Council shall be entitled to dispose of any property left at the Facility as a result of the hiring and not claimed within 28 days.

Nuisance

The MUGA is a community facility, primarily for the benefit of local residents. It is located in a residential area and any use of the Facility must be made with due consideration for nearby residents. Hirers and/or organisers of events are responsible for ensuring that the noise level is not such as to interfere with others using the Pavilion or playing fields or to cause inconvenience or annoyance to occupiers of nearby houses.

1. The Council reserves the right to terminate a booking (without refunding any fees) where the event has become disorderly, where offensive behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance.