



## **Brixworth Parish Council**

### **Multi Use Games Area - Hire terms and Conditions**

These Terms and Conditions will govern the hire of the Multi Use Games Area (MUGA) owned and managed by the Parish Council and located at St David's Recreational Ground.

Priority will be given to the residents, organisations, and sporting clubs based within Brixworth.

#### **1.0 Definitions**

- 1.1** The 'Contract' refers to the completed MUGA 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 and the courts and equipment contained within it.
- 1.3** The 'Facility' means the premises (MUGA) and includes any equipment and/or facilities provided for use for the Hirer.
- 1.4** The 'Hirer' means the individual completing and signing 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.
- 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 Council's Proper Officer and will be responsible for managing the Facility on behalf of the Parish Council, including the following:
  - a. Receiving and approving all hire requests
  - b. Arranging Access
  - c. Ensuring Hirer's are adhering to all Hire Terms and Conditions
  - d. Issuing of invoices.
- 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 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 and could incur additional charges.
- 2.2** The Council's decision regarding any booking disputes, will be final.

### **3.0 Opening Hours**

- 3.1** The MUGA will be available for hire between 9:00 am and 9:00pm throughout the year, with set days of the week blocked booked for use by the general public only, as follows: Mondays, Thursdays, Fridays, Saturdays and Sundays.

### **4.0 The MUGA (Courts) and Facilities**

- 4.1** The MUGA comprises of one 31 x 20m court marked out for various sports such as, football (blue lines), netball (yellow lines), tennis (white lines) and basketball (red lines). The MUGA contains fixed goal mouths, basketball/netball hoops and a portable tennis net on wheels.
- 4.2** The MUGA can only be hired and used for one sport at any one time.
- 4.3** The Car parking is available in the St David's Recreational Ground car park, close to the MUGA and accessed off Froxhill Crescent.

### **5.0 Booking Process and Conditions**

- 5.1** Applications for the hire of the MUGA 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.
- 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.
- 5.5** Any potential Hirer with an outstanding debt to the Council must clear that debt before they will be provided with any further booking allocation.
- 5.6** The MUGA may be hired by anyone of 18 years and over.
- 5.7** 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 be asked to leave, and no refund will be given.
- 5.8** The Hirer may be asked to produce personal identification and proof of address.
- 5.9** The Council reserves the right to refuse 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.
- 5.10** 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.
- 5.11** Block bookings are permitted up to a maximum of 6 months at a time with the onus on the group to re-book. However, the Hirer must consult the Clerk before making any block booking.
- 5.12** The Council hold the right to refuse any booking application.

### **6.0 Responsibility of the Hirer:**

- 6.1** The Hirer is responsible for safely and carefully moving the tennis nets into position at the beginning of the hire period and also safely and carefully reinstating said nets following the end of the hire session. Training on how to use this piece of equipment will be provided where required.
- 6.2** The supervision and control of 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 said Facility.
- 6.5** To bring all necessary equipment as required for the sport/game being played.
- 6.6** The Hirer shall ensure that the Facility to be hired is suitable for the purpose of the sport being played/the hire period.
- 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 [parish.clerk@brixworthparishcouncil.gov.uk](mailto:parish.clerk@brixworthparishcouncil.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 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. Any such valuables are entirely at their owner's risk.
- 6.11** Informing the Council of any cancellations.
- 6.12** The Hirer will be responsible for applying for and obtaining any relevant licences from the principal authority and ensuring the Council are aware of such licences.
- 6.13** The Hirer will be responsible for providing their own adequate liability insurance and ensuring a copy of the insurance certificate is shared with the Council.
- 6.14** The Hirer will be responsible for providing First Aid in accordance with Health and Safety Regulations.
- 6.15** The Hirer will be responsible for ensuring all Health and Safety and Fire Regulations are adhered to.
- 6.15** The Hirer will be responsible for loss and damage to the Facility and its contents therein. All other property pertaining to the Hirer including cars, are left entirely at their own risk.
- 6.15** At the end of the hire period of the Facility, the tennis nets are moved back into their original position against the MUGA wall, and the Facility is left in a clean and tidy condition, with all litter put into the bins provided.

## **7.0 Hire Charges and Payment Policy**

- 7.1** The Council reviews and sets the hire 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 Brixworth Parish Council).
- 7.2** The full amount of the hire will be invoiced with payment due within 7 days of the date of the invoice.
- 7.3** The Hirer will be responsible for ensuring payment is made and will be liable for any debt arising out of this contract.

- 7.4 For casual and ad-hoc users, the booking fee must be paid prior to the use of the Facility via BACS transfer or cash. Bank details will be given upon request.

## 8.0 Limitations

- 8.1 The sale and use of alcohol whilst using the Facility is strictly prohibited.
- 8.2 Smoking and vaping is strictly prohibited whilst on and using the Facility.
- 8.3 Dogs are strictly prohibited from entering the Facility.
- 8.4 The use of BBQ's, naked flames and fireworks are strictly prohibited whilst on and using the Facility.
- 8.5 The use of chewing gum, glass bottles, skateboards, roller-skates, scooters, bicycles, and motorcycles are strictly prohibited on the Facility.
- 8.6 Misuse of the tennis nets and hanging off of the netball/basketball hoops is strictly prohibited.
- 8.7 Installing promotional signs or banners are strictly prohibited.
- 8.8 Sub-letting of the Facility is strictly prohibited.
- 8.9 The wearing of incorrect footwear such as, nailed or stilettos heeled or other unsuitable footwear is strictly prohibited.
- 8.10 Use of the Facility is limited to the MUGA only. The booking does not include use of the Central Sports Pavilion changing rooms or toilet facilities without prior approval by the Central Sports Committee in conjunction with the Council.
- 8.11 The Facility is not to be used for dancing, music or any other public entertainment. Music being played is strictly prohibited.
- 8.12 Should special equipment be required for a sporting event; prior approval needs to be sought from the Council.

Footwear Rules	
Allowed	Strictly Forbidden
Flat or dimpled footwear	Metal studded football boots
Trainers	Bladed football boots
Plimsoles	Nailed or Stiletto heeled shoes
Moulded football boots	Spiked running shoes

**ALL FOOTWEAR NEEDS TO BE CLEAN BEFORE ENTERING THE MUGA**

## 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

The Hirer will indemnify Brixworth 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, including cars in the car park, 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 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.

9.3 It is the Hirer's responsibility to ensure that any sub-contractor who provides equipment or a service has appropriate Public Liability Insurance.

9.4 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 Hirer was failed to disclose material information concerning the proposed booking.

10.1.3 There are reasonable grounds to conclude that the conditions of the booking/hire may have been breached.

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

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

10.3 An emergency requiring use of the premises by Brixworth Parish Council.

10.4 In the event of 10.1.1, the booking will be moved to an alternative date at a mutually convenience date and time.

## **11.0 Cancellations by the Hirer**

11.1 Should the Hirer cancel their booking less than 24 hours before the commencement of their booking, there will be no refund.

11.2 Should the Hirer cancel their booking 24 hours in advance of the commencement of their booking, they will either be able to transfer it to another date/time or entitled to a full refund if payment has been made in advance.

## **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 [www.brixworthparishcouncil.gov.uk](http://www.brixworthparishcouncil.gov.uk)

The Council utilises CCTV to protect its facilities at St David's 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 policies, procedures and Data Impact Assessments.

<b>Adopted:</b>	28 <sup>th</sup> September 2023
<b>Review Date:</b>	September 2024
<b>Version:</b>	1.0