

TERMS and CONDITIONS OF HIRE OF LITTLE DOWNHAM MULTI-USE GAMES AREA (MUGA)

For the purpose of these conditions, the term **HIRER** shall mean an individual Hirer or, where the Hirer is an organisation, affiliated or non-affiliated sports group, registered charity, an authorised representative, or individual/s.

1. Who can hire the MUGA and for what use?

1.1 The MUGA can be hired by anyone who is aged 18 or over at the time of booking, for approved activities. The person signing the booking form is deemed to be the 'person in charge'. The Hirer will remain, and be responsible for, the supervision and care of the facilities hired, their fabric and contents, during the period of hiring. The Committee of the Organisation referred to on the booking form shall be jointly and individually liable with the Hirer for complying with this agreement.

1.2 The Hirer shall not use the MUGA facilities for any purpose other than that described in the hiring agreement and shall not sub-let the premises. They shall not do, or bring onto the premises anything which may endanger the premises or render invalid any insurance policies relating to the premises. Hirers using the facility do so at their own risk.

1.3 The MUGA shall be available for all to use but can be booked for dedicated sessions. The last booking is 9pm and must finish by 10pm (floodlights, if used, must be switched off after use unless another party has booked the facility).

2. Booking

2.1 All applications for use of the MUGA must be made online or via email to clerk@littledownhamparishcouncil.gov.uk (see point 2.2 for contact details). Bookings may also be made by telephone. The MUGA can be hired on a minimum one-hour basis with half hour intervals available. Charges include the use of the floodlights if required.

2.3 Arrangements for a regular 'contract' booking may be made and must be a minimum of 8 bookings. The Hirer must sign a hire agreement to accept these Conditions of Hire. Payment will be required a fortnight in advance and paid in advance at fortnightly intervals. Access to the key box will then be organised. The key is to be returned to the key box immediately after use. Failure to do so will result in a key replacement fee of £50 to cover administration costs.

2.4 'One-off' bookings may be made subject to the same conditions as above. Payment for the use of the MUGA must be in full at the time of the booking, and the Hirer shall be required to complete a booking form and to sign to accept these Conditions of Hire.

2.5 No unauthorised copies of the key are to be made, and the Hirer is to ensure the safe custody and return of the key on the same day of use. In the event of a key being lost, notification must be given to the Parish Council at the earliest opportunity.

2.6 All Hirers will be required to give a minimum of 24 hours' notice to cancel their booking or they will be charged as normal.

2.7 The Parish Council reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the Hirer, and any deposit shall be returned.

3. Damage to venue and inconvenience to neighbours

3.1 The Hirer will be responsible for the supervision and care of all users of the MUGA area during the period of the hiring. The Hirer will be responsible for supervising the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements within to avoid obstruction of the Highway. Vehicles are left at the owner's risk.

3.2 The Hirer shall indemnify the Parish Council for the cost of repair of any damage done to any part of the MUGA (including the curtilage thereof), or of any associated equipment, which may occur as a result of hiring. The Hiring Agreement and these conditions of hire represent the complete contract between the Hirer, and Organisation if referred to in the hiring application, and the Little Downham Parish Council. No variation or amendment to the conditions shall be valid unless they are in writing signed by an authorised employee.

3.3 Hirers using the MUGA are required to ensure that noise levels and inconvenience to our neighbours and other users is kept to a minimum.

3.4 The hirer of the facilities is responsible for any damage caused. Damage will be costed and a bill sent to the hirer. The bill will include a 10% admin charge. If deemed necessary, the incident will be reported to the Police.

4. General conditions

4.1 The Hirer shall ensure ONLY clean, soft soled footwear is worn by those using the MUGA at ALL times. Boots with studs, spikes or blades are strictly prohibited.

4.2 The Hirer shall ensure no animals are brought onto the MUGA areas.

4.3 The Hirer will be responsible for providing their own first aid cover and a mobile telephone for emergency assistance if it were to be necessary.

4.4 Drinking of alcohol in the MUGA facility and surrounding area is prohibited.

4.5 Smoking and Vaping in the MUGA facility and surrounding area is prohibited.

4.6 Only water in non-breakable bottles can be drunk in the MUGA. No glass is to be taken into the MUGA or any food.

4.7 In the event of the MUGA or any part thereof being rendered unfit for the use for which it has been hired, the Parish Council shall not be liable to Hirer for any resulting loss or damage whatsoever.

4.8 At the end of the hiring, the Hirer shall be responsible for leaving the premises in a clean and tidy condition, all lighting turned off (if last user), and any equipment temporarily removed from their usual positions properly replaced.

4.9 All Hirers must ensure that they vacate the MUGA at the stated hired time to allow other hirers to access the facility at their allotted time slot.

4.10 To ensure that at no time during the period of hire the exit from the premises is locked or obstructed when the MUGA is occupied.

4.11 To take all proper precautions for the prevention of accidents to any persons on

the premises during the period of hire.

4.12 To take proper steps to control admittance and to ensure there is no intrusion or hindrance to any other events taking place in the Pavilion or Recreation Area.

5. CCTV

5.1 Please be aware that CCTV operates around the MUGA and all over the recreation area. The booking of the MUGA by the Hirer indicates acceptance of all the above conditions of hire. These conditions may not be varied in any way, except with prior approval of Little Downham Parish Council. Any breach of these conditions will result in refusal to permit the Hirer to make any future bookings for the use of the MUGA facility.

Any breach of the above conditions, misstatement, or misrepresentation on the booking form will invalidate the agreement and the hiring may be cancelled without prior notice and any charges paid, including the hire charge, may be forfeited.

Little Downham Parish Council reserves the right to make alterations to any of the Conditions of Hire from time to time and at its own discretion.