



## **TERMS and CONDITIONS**

### **CONDITIONS OF HIRE**

#### **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, the authorised representative.**

##### **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.

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 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. The Parish Council insurance does not cover activities carried out by MUGA hirers. 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 to the bookings secretary (see point 2.2 for contact details). Bookings may also be made in writing or by telephone. The MUGA is to be hired on an hourly basis, and charges include the use of the floodlights if required.

2.2 Arrangements for a regular 'contract' booking may be made, and must be a minimum of 10 bookings throughout the year. A deposit of £50.00 will be payable in advance which will be refunded at the end of the contract. The Hirer will be required to complete a booking form and to sign to accept these Conditions of Hire. Payment will be required in full before each use (pay as you play), and picking up of the MUGA key will then be organised. The key is to be returned to the same address on the same day of use.

2.3 'One-off' bookings may also be made in person, writing or telephone 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.

2.4 The Hirer shall pay a deposit of £10.00 for the MUGA key when payment for the hire of facility is made. 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. The deposit will not be refunded in the event of the loss of the key. In the event of a key being lost, notification must be given to the Parish Council at the earliest opportunity.

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



2.6 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 so as to avoid obstruction of the Highway. Vehicles are left at the owners 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.

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.

### **4. General conditions**

4.1 The Hirer shall ensure that clean soft soled footwear is worn at all times by those using the MUGA. The wearing of boots with studs, spikes or blades is strictly prohibited.

4.2 The Hirer shall ensure that 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 area is prohibited as it is a designated Alcohol and Smoke free zone.

4.5 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.

4.6 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.

4.7 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.

4.8 Please be aware the CCTV operates in the area of the MUGA.

**The booking of the MUGA by the Hirer indicates acceptance of all of the above conditions of hire. These conditions may not be varied in any way, except with the prior approval of Kings Walden 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.**

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