

Magor with Undy Community Council

Sycamore Fields Multi Use Games Area Booking Conditions

These Conditions will govern the hire of the Multi Use Games Area (MUGA) managed by Magor with Undy Community Council (the Council) and located at Sycamore Fields.

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 and the MUGA Fee Schedule (both as shown on the Council’s website).
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 (or parts thereof) managed 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 allocating courts and for invoicing the Hirer.
5. The Courts are administered by the Clerk/Council Office or nominated Councillors on behalf of Magor with Undy Community Council; 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 as nominated.
6. The Hirer refers to the person or organisation hiring the courts for tennis or any other event. 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 courts is subject to the Terms and Conditions herein. By making a booking and/or using the Courts, 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 may result in loss of deposit and could incur additional charges.
2. The Council’s decision regarding any booking disputes will be final.

Opening Hours

1. The Courts are normally available for hire between 9:00 am and 9:00pm throughout the year.

The Courts and Facilities

1. The Courts comprise several courts marked out for various functions, which may be hired separately.
2. Booking one or more courts shall entitle the Hirer to use them for tennis or other appropriate sport or event, on the condition that they are left in a clean and undamaged state at the end of the booking. If only one court is booked, then the Hirer must ensure that Hirers of the other courts are permitted free and unimpaired use of those courts.
3. Car Parking: Parking is available in the car park close to the courts.
4. 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 they will be provided with any further court allocation.
4. The Courts may be hired by anyone of 18 years or over.
5. The Hirer may be asked to produce personal identification and proof of address.
6. The Council reserves the right to refuse a booking of the courts if it considers that the hiring could lead to a breach of the Terms and Conditions or if for any reason the premises are considered unfit for the intended use.
7. The hire of the Courts 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.
8. 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', available on the its website.

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

1. The supervision and control of users/players/spectators/officials.
2. 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 admin@magorundy.org.uk
3. Ensuring that 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 the group. Any such incidents will be investigated on a case by case basis.
4. Ensuring that all users play only on the court allocated to them at the time of the booking and that those users do not transfer to any other court during the period of the hire.
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. Collection and return of keys required to use the Facility. This can be made from the Clerk at the beginning and end of each season (the Hirer may nominate someone to carry this out on their behalf). A deposit may also be required for each set of keys issued.
8. 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.
9. Contacting the Clerk by telephone in the event of an emergency, on 01633 882842 / 07592 374562.
10. 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.
11. Ensuring that all users respect the privacy of residents living adjacent to the facility, and their right to the quiet enjoyment of their homes.
12. Informing the Council of any cancellations.

Hire Charges and Payment Policy

1. The Council reviews and sets the court 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 MUCC).
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, in 'cleared funds', prior to use of the courts (cheques made payable to Magor with Undy Community Council).
3. For regular users, an invoice will be issued to the Hirer at the beginning of each quarter. If the council has not received payment within the above seven days, no further use of the facilities will be permitted until the debt has been recovered in full.

V.A.T. 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, including sports hall, swimming pools, football pitches and tennis courts, are subject to VAT. However, if they meet **all** the following requirements then they qualify as being exempt:

Step	Condition
------	-----------

- | | |
|---|--|
| 1 | The series consists of ten or more sessions, booked at the same time. |
| 2 | Each session is for the same sport or activity. |
| 3 | Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable. |
| 4 | 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.

- 5 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.
- 6 The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- 7 The person to whom the facilities are let has exclusive use of them during the sessions.

It is down to 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:
 1. The Council considering that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hire;
 2. the premises becoming unfit for the use intended by the Hirer;
 3. an emergency requiring use of the premises by MUCC.

In any such case the Hirer shall be entitled to a full refund of any money already paid, but MUCC 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 in writing by emailing admin@magorundy.org.uk of any cancellations or alterations for courts at least three clear days in advance of the date of proposed hire.
2. If the Clerk does not receive written notification at least three clear days in advance of the proposed hire, 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 Courts (during a booking agreed with MUCC), 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 courts 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 courts 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 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.
4. The Hirer shall indemnify the Council against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any recording apparatus or contrivance at the Facility during the period of hire.

Licences

1. Where music is to be played, the Hirer shall ensure that they hold a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g. record, CD, tapes, radio, television or by performers in person). If other licences are required in respect of any activity at the courts, the Hirer must ensure that they hold the relevant licence.
2. The courts are not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption on any part of the premises without the express permission of the MUCC in writing. With written agreement from the MUCC the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the courts to assess the likely effect of the TEN on crime prevention.

Health and Safety

1. Barbeques are not permitted within the court's fenced area.

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

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

Sale of Goods

If selling goods on the premises, the Hirer shall comply with the Sale of Goods Act 1979 (as amended).

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. Betting, Gambling and Lotteries: Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.
4. Sub-letting. The Hirer shall not sublet the courts or any part thereof.

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 courts are a community facility, primarily for the benefit of local residents. They are located in a residential area and any use of the courts must be made with due consideration for nearby residents. Hirers and/or organisers of events in the courts are responsible for ensuring that the noise level is not such as to interfere with others within the courts 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 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.

Broadcasting, Advertising and Photography

1. No Hirer shall grant sound, advertising, television broadcasting or film rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and to the terms and conditions of any Contract reached, and to share any income and publicity derived therefrom.
2. Photography and filming at the Facility may not take place without written consent from the Council.

Variations to the Contract

1. 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.

Violations to the Contract

1. 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.

AT THE END OF THE BOOKING

The Hirer will be responsible for:

1. Leaving the courts in a clean and tidy condition.
2. Should the Hirer not vacate the courts at the end of the hire period, additional time will be charged at twice the applicable rate. In addition, a further call-out fee may be levied.