### MAGOR WITH UNDY COMMUNITY COUNCIL

### Current account statement

balance as at

31/07/2020		13,190.92
less outstanding cheques		
106041	-37.50	
106073	-20.00	
106080	-287.50	
106081	-37.50	
106089	-37.50	
106090	-20.00	
106095	-47.50	

-487.50

-487.50

**Current Account Balance** 

12,703.42

Current Account BPA1 - Gen Dep TOTAL

Total Receipts inc balances b/fwd

12,703.42 201,470.91 12,703.42 201,470.91 **214,174.33** 

less total payments

273,748.10 59,573.77

214,174.33

## MAGOR WITH UNDY COMMUNITY COUNCIL

Budget v Actuals 2020 - 2021

### ESTIMATED RECEIPTS/INCOME

(Brought Fwd TOTAL ESTIMATE ACTUAL INCONIE Difference Dutstanding INCOME 1020/2021 2020/2021 and Actuals Monles owed) 2020/2021 and Actuals

ESTIMATED INCOME BUDGET

Precept		277,400.00	92,466.00	(184,934.00)
Allotment Rents		500.00		(500.00)
Norton Lane		325.00		(325.00)
Wayleaves		25.00		(25.00)
Consolidated Stock Divs & interest		220.00	8.94	(211.06)
TOTALS		278,470.00	92,474.94	(185,995.06)
GRANTS/SPONSORSHIP				
Mon CC Footpath Partnership		700.00		(700.00)
				,
		-		
		700.00		(700.00)
OTHER				
TENNS COURT FEES/ELEC TOKENS		800.00	,	(800:00)
And the second s				,
				-
		800.00	•	(800.00)
VAT REFUND				
Vat outstanding		(25,953.34)	30,953.34	56,906.68
		5,000.00	30,953.34	89.906.68
		Total Control of the	-	
OVERALL FIGURES	00.0	284 970 00	132 A38 38	1120 598 291

149840 54 123428.28 273268.82 0

balances b/fwd plus income total (shid + Cashbk) less cash book fig d:#

test

# MAGOR WITH UNDY COMMUNITY COUNCIL

## Budget v Actuals 2020 - 2021

## **ESTIMATED/ACTUAL PAYMENTS/EXPENDITURE**

	•	budget	budget as per AIS budget/precept	rt Available	abeun to nate	0
	Clerk/staff expenses/mileage	200.00				
	H&S & Equip't	150,00				
	RBS	175.00				
	Pear Tech	250.00				
	Survey Monkey	385.00				
	Vision ICT - web	480.00				
	Vision ICT - email address x 15	234.00				
Administration	Microshade Cloud Hardware support	1150.00	2000		2000	0
Adrillisadion	Other inc bank chg's	360,00	10,084.00	00.4500 TO,004.00	1,306.91	8,777,8
	Stationery/furniture & 2 chairs	1,000.00				
	Telephony - IT & Mobile (BT & Solutions in Technology)	2,115.00				
	Training/conferences	1,500.00				
	Chepstow Accountancy (outsource wages)	360.00				
	Datashead	700.00				
	Photocopier lease (konica Minolta)	425.00				
	Photocopier print cost (Konica Minolta)	600.00				
Allotment Fund			5,510.00 1,000.00	00.015,9	-	6,510.00
A	Internal	1000.00	00000	00000	00 100	1075
Sauce	External	200.00	7,000		773.00	T,2/5.00
	Determination 44 - gen exp	1,950.00				
	Det 46 - senior roles	200.00				
	Det 47 - mileage	300.00				
Comment of the Domina of the Comment	Det 48 - subsistence	•	00 000	00.050	200	1
	Det 49 compensation financial loss	•	7.062/4		00.216	UC. / CC./C
	Det 50 - costs of care	•				
	Det 51 - Civic Head	1,000.00				
	Det 52 - civic Vice Head	200,00				
COMMITMENTS Dog Waste disposal			6,025.00	90 6,025.00	936.00	90.689.00
9.1	Magor Baptist Church	300	500.00	00 003		00 003
	Other halls	200	7,000			DO.OOC
Insurance			3,000.00	3,000.00	2,111.69	888.31
Leases			248.00	248.00		248.00

	General Maintenance & Repairs	1000.00					
	Play Park & Sports Field Grasscutting	3000.00					
	additional grass cutting	500.00					- 10.000
	Bus Shelter repairs	800.00			- Ta		
Maintenance & Repairs	Planting up Spring/Summer bedding &			8,100.00	8,100.00	00.09	8,040.00
	maintenance/watering	800:00					
	Ground maintenance @ Common-y-coed, Proc House, withy walk & Undy Pound	2000.00					
MCC Wheelie Bin				1,450.00	1,450.00	338.10	1,111.90
	GWT	40					
Memberships	WWO	006		1,248.00	1,248.00	•	1,248.00
	SLCC	308					
Dlay Darly / Continue and	Play Equipment Repairs	200		00 000 0	00 006 1		00000
riay rains equipment	Play Equipment H&S Inspections	1800		Z,300.00	2,300.00	•	2,300.00
Premises				25,000.00	25,000.00		25,000.00
Procurators House Quinquennial works			19,915.00		19,915.00	650.00	19,265.00
PWLB repayments				10,832.00	10,832.00		10,832.00
Staff Salaries, HMRC, Pensions	current staff & Village Warden salaries inc statutory deductions etc inc pensions			112,164.00	112,164.00	22,945.92	89,218.08
	litter pickers						
Sycamore Sports Field Tennis Courts Utilities				1 500 00	1 500 00	815 80	684 20

Car Bark Enhancements	Sycamore Tce	4000	0000000		00 000 0	00 000 8
cal rain cinaticellells	Undy Pound - resurfacing	4000	0,000,00	•	00.000.00	9,000,00
Cemetery Fund			18,110.00	•	18,110.00	18,110.00
Christmas	Chirstmas Lights			00 000 0	00 000 0	00 000 0
	Christmas Tree			מיאחמיה	00.000,6	9,800,00
	Commonwealth Day	20				
	Remembrance Sunday Wreath	70				
Civic Events/Services	VE Day Celebrations	3000		3,461.00	3,461.00	3,461,00
	Carol Service	121				
	Other Ad Hoc events	250				
	stock fencing/maintenance/path & wild		00 015			
	flower meadow development		3,750.00	•	3,750.00	3,750.00
Dog Waste Bags & publicity				320.00	320.00	320.00
Election Fund			4,366.00		4,366.00	4,366.00
Emergency Fund				5,000.00	5,000.00	5,000.00
Litter Bins				3,750.00	3,750.00	3,750.00
Newsletter				400.00	400.00	400.00
Notice Boards			1,818.00	3,000.00	4,818.00	4,818.00
Play Equipment - New/Replacement			47,000.00	25,000.00	72,000.00	72,000.00

184,324.08

30,301.92

214,626.00

189,201.00

25,425.00

SUB TOTAL

				budget as per AIS	budget/precept	Available	and to date	100000000000000000000000000000000000000
	Sycamore Sports Field Tennis Courts new works	new works - Fund	2000	11,720.00	10,000.00	21,720.00	10,674.76	11,045.24
	Tree Planting	portakabin	00000		1.000.00	1,000.00		1,000.00
	Village Booklet/leaflet	Village Walk & Cycle Paths route 4 leaflet		3,500.00	,	3,500.00		3.500.00
		Village Welcome Leaflet						
	Village Improvements			10,958.00	10,000.00	20,958.00		20,958.00
	Village Produce Show				200,000	200.00		500.00
	War Menorial 2nd Wire				700.00	700.00		700.00
SUB TOTAL			11	109,222.00	72,731.00	181,953.00	10,674.76	171,278.24
	Citizens Advice Bureau				3.000.00	3,000.00	,	3,000,00
	Churchyard Maintenance Grants				2,000.00	2,000.00	_	2,000.00
	Local Community Support Grants				3,000.00	3,000.00		3,000.00
	Local Community Start Up Grants				•			
GRANTS	Local Youth Support Grants				10,000.00	10,000.00		10,000.00
	Magor Action Group on Rail Matchfunding			10,000.00	•	10,000.00		10,000.00
	Magor & Undy Community Hub			5,000.00	5,000.00	10,000.00		10,000.00
SUB TOTAL				15,000.00	23,000.00	38,000.00		38,000.00
OVERALLE	OVERALL BUDGET FIGURES		1 1	149,647.00	284,932.00	434,579.00	40,976.68	393,602.32
							000	
							00:0	
PROJECTS OUT							0.00	
OF BUDGET								
							,	
SUB LUIAL			•			-		

393,602.32

40,976.68

149,647.00 284,932.00 434,579.00

**OVERALL FIGURES** 

brought fwd this years Overall Budget

	budget	budget as per AIS budget/precept	Available	
INTERNAL TRANSFERS FROM FUND ACCOUNT TO RESERVES ACCOUNTS				

MY TEST

spend to date plus vat to date total cash bk bal

2,543,47

40,976.68 2,543.47 43,520.15 43,520.15

Copy Email from Vision ICT Fri 31/07/2020 10:42 RE: Accessibility Regulations 2020

Hi Beverly,

Your accessibility statement has been added to the footer of your site and your invoice has been sent out for payment. The accessibility statement is a hidden page so that you can edit it when you believe you have become more accessible or if contact details need to change. The page is hidden so needs to be accessed through page management when editing the website.

In the section that lists technical information we have included some of the most common content issues we find on our websites. This will keep you covered while you work on making your site completely accessible and also covers any future uploads.

Areas we noticed specific to your website were:

- Images on your home page are missing alternative text. Please see the checklist below for instructions to amend this.
- Images of text have no text nearby for people with screen readers. You can see an example of this on the "Frontdoor Family Video Calls" news story.
- Links with no clear purpose such as the year links (2016-2017, 2017-2018...) on the "Councillors" page. They need to have "data and allowances" or "register of interests" within the link text as well to have clear purpose for people with screen readers. Read more on link purpose here: https://support.visionict.com/hc/en-us/articles/360009692177-Links-with-no-clear-purpose
- -Extranneous "New heading text" scuh as the ones on your policy documents page. Click the bin icon to the far left of the "new heading text" components to delete them.

Please note that while we have included examples for each issue above this is not an exhaustive list of every place this inaccessibility occurs on your website. To help you check for non-compliance's and keep your site up to standards in the future, we have published a WCAG 2.1 checklist that you can read here: <a href="https://visionict.com/WCAG">https://visionict.com/WCAG</a> 2.1 Checklist 28396.aspx and a dedicated accessibility page on or support site: <a href="https://support.visionict.com/hc/en-us/categories/360001727517-Accessibility">https://support.visionict.com/hc/en-us/categories/360001727517-Accessibility</a>

If you have any questions or would like us to quote for making accessibility amendments to your website, please do let us know.

Kind Regards, Mel Hingston

01392 669497 accessibility@VisionICT.com

1 Southernhay West, Exeter, Devon, EX1 1JG

visionict.com | twitter.com/VisionICT | facebook.com/VisionICT/

Company No. 3911169



## SHOP SHOP

We can all help support Magor's wonderful independent businesses by shopping locally. Recently you will have noticed a few changes in the village. Monmouthshire County Council has been working to put measures in place that are designed to keep you safe. In response to feedback, amendments are being made.

### What's different?

- Social distancing signage in various areas of the village centre
- Some kerbside parking will be removed from The Square, to create wider footways to enable social distancing
- Although 11 parking spaces have been suspended, Magor has a generous choice of free parking within three car parks all within 40m walk of The Square, available for residents to park for free day and night. This gives 92 spaces, plus five outside the Baptist Chapel, and two disabled parking bays and a drop off bay outside the Post Office
- Disabled parking bays outside Donnies will be relocated appropriately
  - Deliveries will still be accommodated as is access to the church for
    - funerals and weddings
- A 20mph speed limit will be introduced throughout Magor village (excl. B4245)
   Please do not park on the footways as this can cause an obstruction and can be dangerous. Pedestrian's safety and ability to observe social
- distancing is vital specifications and wider footways are designed to protect pedestrians
- The temporary barriers will be replaced by attractive planters

### Why now?

The aim is to give residents and visitors confidence to return to The Square while keeping them safe and be able to observe social distancing. Now more premises are reopening, shoppers will be returning to the Square for goods and services. It's anticipated that food and drink businesses also will be open again soon.

By shopping locally, we can all help revitalise businesses severely affected by the pandemic. Business survival depends on customers supporting them, so the council is seeking to assist by making sure shoppers can safely visit Magor with social distancing as well as allowing opportunities to have outdoor pavement seafing.





## How does this help Magor's Businesses?

Business survival depends on customers supporting them, so the council is seeking to assist by making sure shoppers can safely visit Magor with social distancing as well as allowing opportunities to have outdoor pavement seating. Businesses can apply for outdoor "Café Space" via MyMomouthshire on the council's website.

For more information and the latest updates for shoppers and businesses visit www.monmouthshire.gov.uk/shop-local

### What's the plan?

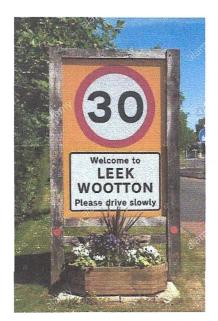


## We want your feedback

All changes are part of a trial. We will be seeking live feedback and will add to, change or remove measures as appropriate, adapting and improving as we go. If some of the changes are successful, we will consider making them permanent, following future consultation. We welcome feedback from everyone. Simply go to the website below and send your comments via the MyMonmouthshire button on the bottom right hand side of the page, or by emailing contact@monmouthshire.gov.uk. Residents who are not online may call the Contact Centre on 01633 644644 if they have any feedback or questions.





















### **Magor with Undy Community Council**

### **MULTI USE GAMES AREA BOOKING FORM**

Name of Club:				
Contact Name:				
Address of Contact				
Invoice address				
Contact Email Address: Email address for invoices if different			diagonal	
Telephone:	Add till tensor	Mobile phone	•	
Block Booking Date From:		Date to:		
One-off Booking Date required:	Administration of the control of the			
Start time:		End time:		
Tennis Court:	One	Two	Three	
Netball Court:	One _	Two		
Basketball Court:				
5-A-Side Football:	a-tiley i			
Please ensure that y the booking form.  I confirm I have rea conditions attached supporters abiding	ad and accept th	e terms and conditi ull responsibility fo	ons of hire and any r all my team play	supplementary
Signed:				
Name:				
Date:				
Date:  An invoice will be sent to failure to pay the invoice you can pay the invoice Number 60604844. Please	ce will result in ca se by cheque or B/ ease quote your <mark>a</mark>	ncellation of any futur ACS. Our BACS detai ccount code and invoi The Clerk, Mag Council Office, I	re hire and may occur Is are: Sort Code: 20 ce number when mak or with Undy Commun Magor Police Station, I	a fine60-58 Account ing a payment. ity Council,
	ce will result in ca se by cheque or B/ ease quote your <mark>a</mark>	ncellation of any futur ACS. Our BACS detai ccount code and invoi The Clerk, Mago	re hire and may occur Is are: Sort Code: 20 ce number when mak or with Undy Commun Magor Police Station, I	a fine60-58 Account ing a payment. ity Council,

### **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**

- 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).
- 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.
- 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.
- 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.
- 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.

### **Opening Hours**

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

### The Courts and Facilities

 The Courts comprise several courts marked out for various functions, which may be hired separately.

- 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**

- 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.
- 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 bire.
- 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.
- 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.
- 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**

- 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

- 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

- 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.
- Each session is for the same sport or activity.
- Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
- 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.

- 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.
- 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

- The Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:
  - 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;
  - 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 <a href="mailto:admin@magorundy.org.uk">admin@magorundy.org.uk</a> 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

 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

- 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.
- 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

- Where <u>music</u> 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**

 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.

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

- 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.
- Photography and filming at the Facility may not take place without written consent from the Council.

### 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.

### **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.
- 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.

### MAGOR WITH UNDY COMMUNITY COUNCIL CLERK'S UPDATE

### JULY/AUGUST 2020:

### NOTE:

 The below list is just an indication of some of the things that we have been doing – the list is not exhaustive and by no way complete.

### GENERAL:

- Continued to monitor updates from Government on Covid-19 and how it affects staff/council, signposting where necessary
- Arranged the printing of the 'Shop Local Shop Monmouthshire' posters and arranged for Cllr Taylor to distribute them
- Sent Landscaping Plan off to Mon CC Planning department together with fee and application to discharge conditions, also emailed requesting that we be allowed to open the courts prior to the landscape plan being approved, on the understanding that the floodlights would not be used.
- Spoke with an agronomist in respect of Sycamore Sports Field, soil type, suggested requirements and long term value of seed choice including percentage fescue see to wildflower seed.
- Requested details from Mon CC of the supplier they use for pollinator policy wildflowers
- Discussed estimates for work and supplies in respect of the development of the Sycamore Sports Field with landscapers, fencers, agronomists and tree specialists, sourced information in respect of reinforcement grid for grass pathways.
- Wrote to uniformed organisations and GWT Wildlife Warrior leaders for support for the Sycamore Sports Field landscaping project asking for their support in writing to accompany the grant application.
- Continued to send out Planning Applications for comment/feedback in order for emergency Planning committee to make a recommendation.
- Submitted the Expression of Interest Application form for WG grant re development of Sycamore Sports Field.
- Liaised with Heritage Lottery Fund officer in respect of our Expression of interest application for the Sycamore Sports Field and requirement for our full application.
- Ordered signs for Play Parks and MUGAs, and replacement No Parking Sign for gate entrance.
- Liaised with Mon CC Direct Services in respect of the re-opening of the Play Parks and the H&S checks and signage.
- Attended a Team Meeting with Mon CC in respect of the Shop Local Shop Monmouthshire initiative.
- Liaised with the Royal British Legion, Brownies and Scouts etc regarding the VJ Day service in Magor Square
- o Ordered the VJ Day wreath.
- Chased Mon CC Planning regarding request to open MUGA courts prior to Landscape Plan being approved.

- Commissioned Morgan & Horowskyj Architect to put things in motion in respect of the tender accepted by Council.
- Sought advice from Cadw in respect of a grant for Procurator's House.
- Confirmed with companies that tendered for the Play Park works whether their quotes stood due to the time lapse.
- Attended an outdoor meeting with Chair and Admin Assistant to open tenders for play park works.
- Passed on grant funding information to halls.
- Passed on information/guidelines regarding how to prepare for the opening of halls
- Read through and summarised the tenders and arranged a Zoom meeting with the working Task & Finish group to take an initial look at the tenders with a view to making a recommendation to full council.
- o Printed and sent out the Allotment rent letters for the year 2020-2021.
- Responded to numerous emails regarding the opening of the MUGA courts.
- Emailed SWSG in respect of handover, tarmac'ing the footpath etc.
- Liaised with Mon CC recycling regarding the non-delivery of a promised green glass recycling box.
- o Reported removal of No Through Road signs
- Added several members of the public to the allotment waiting list.
- Liaised with Lyn Cadwallader, MUCH and Living Levels in respect of the Community
  Orchard and arranged to host a Zoom meeting to discuss the labelling of the varieties,
  and other documentation held by Lyn, ex-Chair of MUSLA, who planted the Orchard.
- Made enquiries in relation to road signage and fingerposts.
- Revised the Virtual Meeting protocol
- Revised the Booking conditions for the MUGA courts

Clerk July/August 2020