

**Conditions of Hire for the Multi Use Games Area (MUGA)**

*(Updated September 2025)*

These Conditions govern the hire of the Multi Use Games Area (MUGA) managed by **Blunsdon Parish Council** (“the Council”) and located at Linley Road.

**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 (as shown on the Council’s website).
2. The **“Hirer”** means the individual signing and completing the MUGA Booking Form, who will be the person responsible for payment and for any debt arising out of bookings.
3. The **“Facility”** means the premises (or parts thereof) managed by the Council, including any equipment and/or facilities provided for use by the Hirer under this Contract.
4. The **“Clerk”** means the individual within the Council responsible for allocating courts and invoicing the Hirer.
5. The Courts are administered by the Clerk/Council Office or nominated Councillors on behalf of Blunsdon Parish Council; to receive and confirm bookings, arrange access, inform Hirers of the Terms and Conditions of hire and to monitor adherence. References to the Clerk below shall be taken to include any other officer or councillor nominated.
6. The **“Hirer”** also refers to any 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 these Terms and Conditions.

**Acceptance of Terms and Conditions**

1. Use of the courts is subject to these Terms and Conditions. By making a booking and/or using the Courts, the Hirer accepts these Terms and Conditions and agrees to abide by and enforce them. Any incident arising from a breach of these Terms will be the sole responsibility of the Hirer and may result in loss of deposit and/or additional charges.
2. The Council’s decision regarding any booking disputes will be final.

**Opening Hours**

* Monday to Friday: 4:30pm – 9:30pm
* Saturday and Sunday: 9:00am – 9:30pm

**The Facilities**

1. The Facility comprises several areas which may be hired separately:
	* 2 x Five-a-side Pitches (31m x 16.6m, separated by a net)
	* 1 x Full-area pitch (33.2m x 31m)
	* 2 x Full-size tennis courts
2. Booking one or more courts entitles the Hirer to use them for any appropriate sport or event, provided they are left clean and undamaged. Hirers booking one court must not obstruct or interfere with the use of other courts.
3. Parking is available in the nearby car park.
4. Any damage to, or failure of, equipment must be reported to the Clerk.

**Booking Process and Conditions**

1. Applications will only be considered on submission of a completed Booking Form. A binding Contract exists once confirmed by the Council.
2. Subsequent changes will be accommodated where possible but cannot be guaranteed.
3. Hirers with outstanding debts must clear them before further bookings.
4. Courts may only be hired by persons aged 18 or over.
5. The Hirer may be asked for personal identification and proof of address.
6. The Council may refuse bookings that may breach these Terms or where facilities are unfit for use, or the booking overlaps with other bookings.
7. Hire does not entitle the Hirer to occupy the courts outside the booked hours unless agreed with the Clerk.
8. Hirer details will be retained solely for booking purposes, in line with the Council’s Privacy Notice.
9. Block bookings are permitted for a maximum of three months at a time.

**Obligations of the Hirer**

The Hirer is responsible for:

1. Supervising users, players, spectators, and officials.
2. Reporting any injuries in writing to the Clerk, with details of time, location, and nature of injury.Ensuring users behave respectfully and without abuse or threatening behaviour
3. Ensuring users play only on their allocated court.
4. Ensuring valuables are not left unattended (at owners’ risk).
5. Adhering to the Council’s no smoking or vaping (shown in section Health & Safety)
6. Safekeeping of any keys provided (if applicable a deposit of £10 will be required, refundable upon return).
7. Contacting the Clerk in an emergency (01793 705617, or the caretaker 07432 109220 outside office hours).
8. Informing all participants of these Booking Conditions.
9. Respecting the privacy of residents (no whistles after 7 pm).
10. Informing the Council of cancellations.
11. **Safeguarding** – ensuring compliance with child protection law and DBS checks for coaches/leaders where activities involve children, young people, or vulnerable adults.
12. **First Aid** – ensuring a responsible adult with a first aid kit and mobile phone is present. The Council does not supply first aid equipment.
13. **Emergency Procedures** – familiarising all participants with emergency exits, assembly points, and procedures.
14. **Flooding / Bad Weather** – ceasing play if surfaces are unsafe due to ice, snow, or rain. The Council’s decision is final.
15. **Use of Equipment** – using Council-provided equipment responsibly, reporting damage, and only bringing additional equipment with Council consent.
16. **Animals** – ensuring no dogs (except assistance dogs) enter the fenced area.
17. **Cleaning / Waste Disposal** – removing all litter, bottles, and equipment at the end of hire. Additional cleaning charges may apply if not complied with.

**Hire Charges and Payment Policy**

1. Court booking fees are reviewed annually. The applicable fee is that in force at the time of use.
2. Full payment is due at booking.

**Payment**

1. The Hirer is responsible for all payments and debts.
2. Ad-hoc bookings must be paid in advance.
3. Regular users are invoiced monthly. Non-payment within seven days will suspend access until debts are cleared.

**VAT Exemption Conditions**

*(unchanged – standard HMRC criteria included)*

**Cancellations by the Council**

The Council may cancel by written notice where:

* Hire may breach licensing or legal requirements.
* Premises are unfit for use.
* Emergency use by the Council is required.

% Refunds will be given, but no liability is accepted for consequential losses.

**Cancellations by the Hirer**

1. Cancellations must be notified in writing to the Clerk at least seven days before hire.
2. Late cancellations require full payment.

**Before Your Booking**

**Insurance**

* Council Public Liability Insurance applies only to non-commercial use.
* Commercial/business hirers must arrange their own insurance.
* Council insurance does not cover users’ property.

**Liability**

* The Council accepts no liability for loss, injury, or damage except where caused by negligence or premises defect.

**Indemnity**

* The Hirer must repay the Council for any damage caused.
* Where required, Hirers must hold £2m Public Liability cover.
* Hirers are liable for copyright or licensing infringements.

**Licences**

* The Hirer must hold any necessary licences.
* The Facility is **not licensed** for music or alcohol.
* No alcohol may be consumed on site.

**Health and Safety**

1. Barbeques are prohibited within the fenced courts.
2. No alcohol consumption anywhere on site.
3. No glass bottles permitted; only water or sports drinks in plastic containers are allowed on courts.
4. To ensure a safe, clean, and inclusive environment for all users, smoking and vaping are strictly prohibited within the MUGA and its surrounding perimeter. This includes:Traditional tobacco products, E-cigarettes and vape devices

**During the Booking**

**Supervision**

* The Hirer must not engage in activities preventing general supervision.
* Youth events must have at least 1 adult per 10 young persons.

**Notices**

* Council notices must not be removed or covered.

**Loss of Property**

* The Council accepts no responsibility for theft or damage to property.

**Prohibitions**

1. Smoking and vaping are strictly prohibited.
2. Fireworks/pyrotechnics are banned.
3. Betting, gaming, and lotteries are prohibited.
4. Sub-letting is prohibited.
5. Amplified music or PA systems are not permitted without prior consent.
6. Vehicles, bicycles, scooters, or skateboards are not permitted on the courts.

**Personal Property**

* The Council may remove, and store property left behind, without liability. Items unclaimed within 28 days may be disposed of.

**Nuisance**

* The Facility is a community resource in a residential area. Hirers must ensure noise does not cause nuisance.
* The Council may terminate a booking without refund if noise, disorderly conduct, or offensive material/behaviour occurs.

**Broadcasting, Advertising and Photography**

1. No advertising, filming, or broadcasting without prior written consent.
2. Consent may require revenue-sharing arrangements.
3. Photography/filming of participants requires consent of individuals (or parents/guardians) and must comply with GDPR.

**Variations to the Contract**

* The Council may vary these Terms on seven days’ notice. Hirers may cancel within seven days of notice if unwilling to accept changes.

**Violations of the Contract**

* The Council may terminate any booking if these Terms are breached. Fees will not be refunded.
* Failure to comply may result in termination of booking, loss of deposit, refusal of future bookings, and recovery of costs.

**At the End of the Booking**

The Hirer must:

1. Leave the Facility clean and tidy.
2. Vacate on time. Late departures may be charged at double rate, plus call-out fee.

**Complaints Procedure**

Any complaints or concerns must be submitted in writing to the Clerk of Blunsdon Parish Council for formal consideration.

By signing below, you confirm that you, and any representatives, employees, or members of your organisation, agree to abide by the terms and conditions outlined in this agreement.

**Name: ………………….......................…**

**Company/Association: …………………….....................**

**Date:...........................................................**