

# Ettington Parish Council

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## **Multi Use Games Area (MUGA) – Terms and Conditions of Hire**

Version: 1.0

Adopted: June 2025

### **1.0 Definitions**

- “Council” means Ettington Parish Council.
- “MUGA” refers to the Multi Use Games Area at Ettington Community Centre.
- “Facility” means the MUGA and associated sports infrastructure.
- “Hirer” refers to the individual or organisation completing the booking form and assumes responsibility for all users under this agreement.
- “Clerk” means the Council’s Proper Officer or any authorised representative.

### **2.0 Acceptance of Terms and Conditions**

- By booking the MUGA, the Hirer accepts these Terms and Conditions and agrees to ensure full compliance.
- Failure to do so may result in the loss of booking privileges or legal action.
- The Council’s decision on any dispute shall be final.

### **3.0 Availability**

- The MUGA is available for hire except for reserved times, details of which may be found on the noticeboard and website
- The Council reserves the right to restrict certain times for public or community use.

### **4.0 Booking Process**

- All bookings must be made using the Council’s online booking system at [www.ettingtonparishcouncil.gov.uk](http://www.ettingtonparishcouncil.gov.uk)
- A contract is formed once the booking is confirmed by the Council.
- The Council may request proof of ID, address, or insurance.
- Bookings are not transferable or sub-let without written permission.
- Any outstanding debt with the Council must be cleared before a new booking will be accepted.
- Hirers under 16 must be supervised by a responsible adult.

### **5.0 Hirer Responsibilities**

- The Hirer is responsible for conduct and safety of all users.
- Carrying out risk assessments and ensuring suitable first aid is available.
- Maintaining good behaviour.
- Respecting local residents.
- Reporting accidents or hazards to the Parish Clerk.
- Maintaining the MUGA’s condition, returning equipment and removing all litter.

- Providing public liability insurance of at least £5 million
- Using correct footwear and equipment.

#### **6.0 Restrictions**

- Strictly prohibited: alcohol, drugs, smoking, BBQs, dogs, glass containers, loud music, correct footwear, hanging on equipment, installing banners without permission.

#### **7.0 Charges and Payment**

- Hire fees are set annually and published on the Council's website.
- Invoices must be paid by the date stipulated on the invoice
- Block bookings of up to 6 months are permitted.
- VAT may be charged and exemptions may apply.
- Payments must be made via the online payment system or by BACS if agreed by the Clerk

#### **8.0 Cancellations**

- By Hirer: >24 hrs notice = refund/rebook; <24 hrs = no refund.
- By Council: For reasons like weather, safety, emergencies or breach of terms.

#### **9.0 Liability and Insurance**

- The Council accepts no liability for injury, loss or damage except due to proven negligence.
- The Hirer shall indemnify the Council against any claims.
- Damages caused will be charged at cost.

#### **10.0 Nuisance and Behaviour**

- This is a community facility in a residential area. Please control noise levels and avoid disturbing nearby homes.

#### **11.0 Health & Safety**

- Comply with all fire and safety regulations.
- Unsafe conditions must be reported immediately.
- No hazardous equipment without prior approval.

#### **12.0 Data Protection**

- The Hirer's data will be processed in line with the Council's Privacy Policy.
- CCTV may be in use for security.

#### **13.0 Variations and Breaches**

- The Council may amend these terms with 7 days' notice.
- Breaches may result in immediate termination without refund.

#### **14.0 Agreement**

- By submitting a Booking Request, the Hirer accepts these Terms and Conditions and agrees to take responsibility.