

## Fairways MUGA Pitch – Terms & Conditions

Pasture Park, The Fairways, Sherburn in Elmet, LS25 6LN

Opening times: 8:00am to 9:00pm Monday – Friday throughout the year.

*These conditions will govern the hire of the Multi Use Games Area (MUGA) managed by Sherburn in Elmet Town Council (the Council) and located at The Fairway, Sherburn in Elmet.*

### 1. MUGA Pitch Terms & Conditions

- 1.1 No bookings will be accepted or confirmed without a completed booking form with acceptance of the T&Cs.
- 1.2 The person who electronically submits or signs the booking form shall be deemed the hirer and will be responsible for payment of all fees payable in respect of the hire.
- 1.3 The hirer must be 18 yrs of age or over.
- 1.4 All users must abide the rules of The Fairway MUGA, which form part of this agreement.
- 1.5 The hirer will be responsible for all players using the pitch and as such will be liable to pay for any damage to the playing surface. Continued abuse of this condition will result in the hirer's booking(s) being cancelled.
- 1.6 The cost of booking from 1<sup>st</sup> April 2021 will be £15 per hour including floodlights. This will be reviewed annually and any changes will take effect from the 1<sup>st</sup> April.

### 2. Bookings

- 2.1 All bookings must be made at least 48 hours before the session.
- 2.2 For advance block bookings, please contact the Town Council at [clerk@sherburninemet-tc.gov.uk](mailto:clerk@sherburninemet-tc.gov.uk) and complete a booking form.
- 2.3 Block bookings are permitted up to a maximum of 6 months at a time with the onus on the group to re-book.
- 2.4 Payment is required at time of booking for two months in advance.
- 2.5 Payment can be made by cheque to *Sherburn in Elmet Town Council* or via BACs transfer as follows:  
*Account name: Sherburn in Elmet Town Council (Cooperative Bank)*  
*Account sort code: 08-92-50 Account number: 61067189*
- 2.6 The Town Council may change the fees it charges for use of the facility to take effect from the start of a new financial year eg. 1<sup>st</sup> April
- 2.7 If the pitch is NOT left in good clean condition and the terms of this agreement have not been met at the end of each hire period, the owners have the right to refuse future bookings. Please ensure that any litter is removed from the facility.
- 2.8 No individual private one-off bookings are permitted e.g. a children's party. However, bookings from franchised companies or clubs are permitted eg. to provide holiday camps for local children is welcomed.

### 3. Cancellation Policy

- 3.1 The hire fee will be charged if a booking is cancelled within 1 week of the booking date. However, if the Club's Risk Assessment deems the weather conditions unsafe, a booking fee will not be charged.
- 3.2 Overdue accounts will result in suspension of use of the facilities until the debt is cleared. Failure to pay an overdue account will be passed to the Council's solicitor for recovery procedures to be instigated.

### 4. Rules of The Fairway MUGA

- 4.1 Goals and nets are provided. Any additional equipment is the responsibility of the hirer(s).
- 4.2 Admittance on the pitch is NOT allowed until the booked starting time. Unauthorised use of the facility will be charged at the normal rate.
- 4.3 There are strictly no dogs allowed on site excepted registered Guide dogs.

- 4.4 Anyone using this facility, do so at their own risk. Liability will not be accepted for any personal injury or loss or damage of valuables.
- 4.5 Anyone observed breaking the rules will be asked to leave the facility and be reported to Sherburn in Elmet Town Council.
- 4.6 All persons using the facility shall behave in a manner that does not cause injury, damage or nuisance to property, staff or other users of the park or ground. All persons shall conform to any regulations or byelaws in force with respect to the grounds and comply with the Terms and Conditions set out herein.

| NOT Allowed                                    | Permitted  |
|--|--|
| Spiked or studded footwear                     | Flat / dimpled footwear                                      |
| Skateboards, cycles, roller skates or scooters | Clean footwear thoroughly before entering                    |
| Smoking  | Remove all rubbish on leaving                                |
| Chewing gum or food                            | Report any damage as soon as possible                        |
| Glass bottles / glass drinking vessels         | Children under 11 must be accompanied by a responsible adult |
| Use of foul / abusive language                 | Make sure gates are closed when leaving the facility         |

5. Insurance, Indemnity and recommended documentation

- 5.1 The hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- 5.2 The hirer shall take out adequate insurance to insure such liabilities and shall produce the policy or other evidence of cover upon request to the Council. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Council to rehire the premises to another hirer.
- 5.3 The Council is insured against any claims arising out of its own negligence.
- 5.4 The hirer must produce a Risk Assessment and provide a copy to the Council upon request. Although not obligatory, it is recommended that the hirer carries out and documents a health questionnaire for each of its participants.
- 5.5 The Council subscribes to the principles of Child Protection. Hirers shall adopt measures for the appropriate protection of any child involved in activities on the premises, and shall be mindful of the needs of any such child.

6. Acceptance of the Terms & Conditions

- 6.1 Use of the MUGA is subject to the Terms and Conditions herein. By making a booking and/using the MUGA, the hirer accepts these Terms and Conditions. The hirer further agrees to abide by and enforce the 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.
- 6.2 The Council's decision regarding any booking disputes is final.
- 6.3 A hirer failing to comply with any of these Terms and Conditions will be liable to forfeit the use of the premises without any adjustment of fees in respect thereof, such forfeiture to be without prejudice to any other claims or remedies which Sherburn in Elmet Town Council may have against the hirer.

*By ticking this box, you are agreeing to the Terms & Conditions as detailed in the document above. This is a requirement to secure your booking.*

|                     |  |
|---------------------|--|
| Date:               |  |
| Name of Hirer:      |  |
| Signature of Hirer: |  |