



FARNDON COMMUNITY CLUB - MULTI-USE GAMES AREA (MUGA) **TERMS AND CONDITIONS OF HIRE**

For the purposes of these conditions 'Farndon Community Club' shall mean any authorised representative of the Club including trustees and employees, and the term 'Hirer' shall mean an individual hirer or the authorised representative of a club/organisation making a booking. The Hirer is the person who makes the booking online or signs the booking form.

Booking Arrangements and Conditions

1. Hirers must be aged 18 or over at the time of booking.
2. Hirers are encouraged to book online; however bookings may also be made in writing using the Booking Form. Bookings that are not made online will only be secured once confirmation has been sent in writing or by email from Farndon Community Club.
3. Payment for use of the MUGA must be made in full and by making the booking the Hirer accepts these Terms and Conditions of Hire which may not be varied by the Hirer in any way, except with the prior written approval of Farndon Community Club.
4. The MUGA may be booked for use between the hours of 09.00 and 21.00 throughout the year in one hour time slots. The last booking time is from 20.00 and use ends by 21.00 without exception.
5. Bookings cancelled by the Hirer with less than 48 hours notice will not be subject to refund of the booking fee.
6. Farndon Community Club reserves the right, at its discretion, to refuse a booking.
7. Farndon Community Club reserves the right to cancel a booking by giving 7 days' notice in writing or by email to the Hirer. The hire fee will be refunded in such instances.
8. In the event of the MUGA or any part thereof being rendered unfit for the use for which it has been hired, Farndon Community Club shall not be liable to the Hirer for any resulting loss or damage whatsoever. The hire fee may be refunded in these circumstances, at the discretion of Farndon Community Club. Non-exhaustive examples of such circumstances include: if it is unsafe to use due to the weather; if part of the MUGA is unfit for use: if there was a safety concern; if there was a reason that might invalidate Farndon Community Club's insurance policies.
9. Any breach of the Terms and Conditions of Hire may result in refusal to permit the Hirer to make any future bookings for use of the MUGA.
10. Farndon Community Club reserves the right to make alterations to any of these Terms and Conditions of Hire from time to time and at its own discretion.

Use of the MUGA

11. The Hirer will be provided with a gate code to allow access for the date and time of their booking. The Hirer must not share the access code with anyone else.
12. The MUGA is to be used for Tennis, Netball or Football. It may also be used for other activities only with the prior express written permission of Farndon Community Club.
13. The Hirer shall not sub-let the MUGA and shall not use, or allow the use of, the MUGA for any purpose other than described in these Terms and Conditions of Hire.
14. The Hirer shall ensure that clean, soft-soled footwear is worn at all times by those using the MUGA. Users are encouraged to use the 'boot cleaner' provided before entering. The wearing of shoes or boots with studs, spikes or blades is strictly prohibited.
15. Hirers are required to ensure that noise levels and inconvenience to our neighbours and other users of Farndon Community Club are kept to a minimum.
16. The use of foul and/or abusive language will not be tolerated. Any threatening or abusive behaviour towards members of the public or Farndon Community Club representatives also will not be tolerated; they will be reported to the appropriate authorities and Farndon Community Club reserves the right to cancel all future bookings.
17. Any user of the MUGA found to be discriminatory on the grounds of race, religion, nationality, sexual orientation, gender, colour, ethnicity, age or disability will be reported to the appropriate authorities and Farndon Community Club reserves the right to cancel all future bookings.
18. The Hirer shall ensure that no animals are brought onto the MUGA areas, except for registered assistance animals and with prior notice being provided to Farndon Community Club.
19. Food and alcoholic drinks must not be taken onto the MUGA, and chewing gum, eating and smoking (including vaping) on the MUGA are prohibited.
20. All Hirers must ensure that they vacate the MUGA at the end of their agreed hire time, without exception.
21. At the end of the hiring, the Hirer shall be responsible for ensuring that the site is secured (gates secured) leaving the premises in a clean and tidy condition. Any equipment temporarily removed from its usual position must be properly replaced.
22. Farndon Community Club reserves the right to enter the MUGA at any time to ensure that the Terms and Conditions of Hire are being complied with. If it is believed the Hirer is not fulfilling their responsibilities Farndon Community Club may cancel the booking with immediate effect, without refund, and require the Hirer and everyone else using the MUGA to vacate it.

Insurance, Injuries, Damage and Risks

23. The Hirer will be responsible for any claim for injury or damage to persons or property, or loss of property, which may result from the hire of the MUGA. Farndon Community Club accepts no responsibility or liability for any resultant damage, injury or loss.
24. Farndon Community Club accepts no responsibility for damage to or theft of property brought onto the MUGA or Farndon Community Club's grounds (including the car park). All equipment brought onto the MUGA by the Hirer must be taken away at the end of the period of hire.
25. Where the Hirer is a club or organisation it must be fully insured to cover all risks and must indemnify Farndon Community Club against any claims or demands arising. A copy of Third Party Liability insurance must be provided to Farndon Community Club if requested; failure to do so will result in bookings and this hiring agreement being cancelled.
26. The Hirer shall indemnify Farndon Community Club for the cost of repair, or where necessary replacement, in respect of any damage done to any part of the MUGA (including the curtilage thereof) or of any associated equipment, which may occur as a result of the hiring.
27. Where the Hirer is a club or organisation the Hirer is responsible for ensuring that appropriate risk assessments are in place and that health and safety regulations are adhered to. A copy of the risk assessment(s) must be provided to Farndon Community Club if requested; failure to do so will result in this hiring agreement being cancelled.
28. The Hirer shall ensure that any activities for children or vulnerable adults comply with the provisions of Farndon Community Club's Child Protection and Adults at Risk policies (available on request or on the Farndon Community Club website).
29. The Hirer will be responsible for providing appropriate first aid arrangements and carry a mobile phone for emergency assistance if it were to be needed.
30. Any hazard found on the MUGA by the Hirer or users must be reported to Farndon Community Club.

Data Protection

31. Farndon Community Club will hold such personal information as required to process and manage this booking. This will usually be limited to the name, address and contact details (email, telephone number) of the Hirer. Such personal information will be held in accordance with the Data protection Act 2018 and Farndon Community Club's GDPR policy.
32. Hirers are advised to be aware that CCTV operates at Farndon Community Club, including in the area of the MUGA.