

TERMS AND CONDITIONS OF HIRE/USE OF THE MICKLETON PARISH COUNCIL GAMES AREA AND ASSOCIATED FACILITIES

These standard conditions apply to all hiring or use of the MUGA and associated facilities (the premises). If the hirer/user is in any doubt as to the meaning of the following, the Council should be consulted.

1. Age

Hirers shall be persons 18 or over, and hirers/users are responsible for being in charge of the premises at all times and ensuring that all conditions under this Agreement are met.

2. Supervision

Hirers/users shall, during the period of hiring, be responsible for supervision of the premises, the fabric and contents, their care, safety from damage however slight or change of any sort and behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements.

3. Use of premises

Hirers/users shall not use the premises for any other purpose other than that described on the on-site signage and/or in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

4. Care of premises

All persons using the premises shall behave in a manner that does not cause injury, damage or nuisance to property, other users of the courts or ground or local residents. All persons shall conform to any regulations or byelaws in force with respect to the grounds and comply with any instructions they may receive from Mickleton Parish Council. Hirers/users will be solely liable for any damage caused to the pitch, equipment, building, fences or any other of Mickleton Parish Council's property including malicious and accidental damage.

Hirers/users are asked to ensure that they treat the facilities in a considerate and proper manner and remove litter (eg. drinks cans, sweet wrappers etc). No glass bottles or glass in any other form must be taken onto the sports pitch. It is important that the surface is kept in good condition to extend its life.

5. Public safety compliance

Hirers/users shall comply with all conditions and regulations made in respect of the premises by Mickleton Parish Council.

6. End of hire

The premises must be vacated at the end of the let in a timely manner. Hirers/users are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly closed (and locked where required) or Mickleton Parish Council will be at liberty to make an additional charge.

7. Hirer Booking Changes

Hirers may request changes to their original bookings using the booking calendar by amending the original booking and making a new reservation. Where the Hirer makes a change, there will be no refunds, but the Hirer will be issued with a credit which may be utilised to book a future slot within the next 8 week period. Any changes must be made at least 24 hours in advance of the slot booked or the hirer will forfeit the booking fee.

Changes will be dependent upon court availability; re-arranged matches cannot be guaranteed. Any requests for credits for un-played bookings due to re-arranged fixtures must be in writing and accompanied by evidence from the Hirer to Mickleton Parish Council.

8. Mickleton Parish Council Changes & Cancellations

Mickleton Parish Council reserves the right to decline booking requests or to limit the amount of time played during a booking if it deems that this is in the long-term interests of the sustainability of the playing surface and/or the safety of those using it.

Mickleton Parish Council reserves the right to close the facility during any day or days on which it has been let. Mickleton Parish Council will endeavour to accommodate any lost matches due to court conditions or bad weather within the playing season or offer credits against future bookings. The only time this will be considered is if:

1. The pitch booking is cancelled by Mickleton Parish Council.
2. The match is cancelled due to unsafe playing conditions by Mickleton Parish Council or deemed to be unsafe by the Hirers.
3. Refunds will be made in respect of any cancellations that meet the criteria set out in 1. & 2. above. Please contact the Clerk at the Parish Council by email where a refund is required.

9. Insurance and indemnity

Hirers/users shall be liable for:

1. 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
2. all claims, losses, damages and costs made against or incurred by Mickleton Parish Council in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the hirer/user
3. all claims, losses, damages and costs made against or incurred by Mickleton Parish Council as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer/user, and subject to sub-clause (2 above), the hirer/user shall indemnify and keep indemnified accordingly Mickleton Parish Council is insured against any claims arising out of its own negligence against such liabilities.

Organised Sport/Groups: The Hirer shall take out adequate insurance to insure such liabilities and shall produce the policy or other evidence of cover by email to Mickleton Parish Council. Failure to produce such policy and evidence of cover will render the hiring void and enable Mickleton Parish Council to rehire the premises to another Hirer.

10. Organised Sports/ Groups: Risk Assessment

The Hirer must produce a risk assessment and provide a copy to Mickleton Parish Council.

Although not obligatory, it is recommended that the Hirer carries out and documents a health questionnaire for each of its participants.

11. Child protection

Mickleton Parish 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.

12. Accidents and dangerous occurrences

Hirers/users must report all accidents involving injury to the public to a member of Mickleton Parish Council as soon as possible. Any failure of equipment belonging to Mickleton Parish Council must also be reported as soon as possible.

13. Alcohol

No alcohol shall be brought into the grounds.

14. Equipment

Mickleton Parish Council accepts no responsibility for equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded.

15. Compliance

Hirers failing to comply with any of these regulations 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 Mickleton Parish Council may have against the hirer.

Organised Outdoor Sport: This means sport which is formally organised by a qualified instructor, club, national governing body, company or charity and follows sport-specific guidance.

The relevant sport guidance must be read, and users familiarise themselves with the specific requirements ahead of any intended activity on the Games and Sports area. All organisers and users are responsible for using and adhering to the guidelines while using the facility.

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