



## **TERMS AND CONDITIONS FOR HIRE OF MUGA**

### **2019/20 SEASON**

#### **Method of Hire**

An application for hire of Fore Street Muga should be Chudleigh Town Council, Market Way, Chudleigh, TQ13 0HL. A separate application form is required for each team using the muga. The acceptance of this form does not constitute an agreement unless the hirer receives written confirmation from the Council.

Muga allocation will be agreed on a strictly first come first served basis. The decision of the Town Clerk will be binding in all cases.

The sports muga must only be used for the purpose for which they are hired.

#### **Sub-Letting**

The hirer shall not sub-let. The hirer shall not assign a hire to another club unless permission from the Town Clerk has first been given.

#### **Health & Safety**

The hirer will be responsible for providing any medical attention or facilities, which may be required on match day.

The hirer will not take vehicles onto Council land other than car parks, without the prior written consent of the Town Clerk.

The hirer accepts full liability for any accident rising from the use of the muga.

The Hirer shall be entirely responsible for taking proper precautions for the protection of children and others on the muga and for keeping them off pitches during play.

The consumption of alcohol and smoking are forbidden within the Muga.

## **Insurance**

The hirer hereby undertakes to arrange Public Liability Insurance cover for their team (minimum level £2 million). Proof of this may be requested. The Council has the right to terminate this agreement if insurance cover is not obtained.

The hirer shall indemnify the Council and their offices in respect of all claims, damages, penalties, costs, expenses and demands made against or incurred by the Council arising out of or in any way connected with the hiring.

## **Method of Payment**

Hirers will be invoiced on a monthly basis. Failure to pay invoices within 30 days may result in the withdrawal of facilities.

All bookings will be charged for, unless three days notice of cancellation is received, or the match/training is cancelled due to adverse weather conditions.

## **Code of Conduct**

The hirer will be responsible for the conduct and behaviour of both teams/players whilst at the ground. Cases of misconduct on the pitch or within the ground or at the changing facilities may result in the hirer being refused future bookings and/or being cancelled.

## **Security**

Persons leaving any items in the Muga do so at their own risk.

No responsibility will be accepted by the Council for any property brought, deposited or left on the muga.

The hirer is responsible for ensuring the muga is locked following use. If the hirer has been issued with a key they are responsible for locking up at the end of the hire. Failure to comply with this procedure may result in the withdrawal of facilities, or fined if any damage, vandalism is caused by a third party.

The hirer shall be responsible for and shall pay for all damage caused by the hirer or third party to muga and changing facility, fair wear and tear expected.

## **General Conditions**

It is the responsibility of the hirer to ensure that all contact information is current and updated. The Town Council must be notified immediately of any change of name and/or address of the Secretary or Treasurer of the Club/hirer.

Clubs are reminded that play should only take place if the muga has been booked through this office.

Hirers are to make sure that all their litter is disposed of in the correct manor. Failure to do so will result in a fine.

The Council reserves the right to vary the foregoing conditions and the hiring charges.

### **Termination**

The Council and its representative have the right to terminate, without notice, any hire agreement where the hirer has not provided a copy of their Public Liability Insurance.

The Council and its representatives have the right to terminate without notice any hire that does not conform to the above conditions or does not operate to the standards that, in the opinion of the Council, or its representative officers, are safe and proper. The decision of the Council or its representative in this respect is final.

**John Carlton**

**Town Clerk**