

IMPORTANT – PLEASE READ

**Broomfield Village Hall Charity
MULTI USE GAMES AREA – CASUAL HIRE**

These standard conditions apply to all hiring of the Multi Use Games Area (MUGA) at Broomfield Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Charity Administration Officer should immediately be consulted. Hirers should be aware they are entering into a contract that could be used in evidence should legal action become necessary.

Throughout the hiring agreement (booking form) and conditions of hire:

- Broomfield Village Hall Charity may be referred to as “the Charity”, “Village Hall” or “BVHC” and this includes the Village Hall Charity trustees, employees, volunteers, agents and invitees.
- The hirer named on the booking form, referred to as “the hirer” also includes members of the organisation’s management committee (if appropriate), its employees, volunteers, agents and invitees

In consideration of the hire fee, Broomfield Village Hall Charity agrees to permit the hirer to use the Multi Use Games Area (MUGA), for the period(s) stated in the hiring agreement.

Payment and Damage Deposit: Payment is due, in full, within 14 days of booking the MUGA otherwise the booking will be cancelled.

All users have a responsibility for their own personal health and safety and should exercise care at all times when using the area.

- The MUGA surface and fencing should be inspected for damage or debris before use by the hirer, if there are any issues these should be reported to the Premises Manager on 01245 443902 or premisesmanager@broomfieldessex.co.uk and the court should not be used
- Users also have a duty of care to ensure that their actions or omissions do not put at risk or endanger other users.
- Any accidents, near misses or potential health and safety hazards should be reported to Broomfield Village Hall Charity by email as soon as possible.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

STANDARD CONDITIONS OF HIRE

1. Age: All hirers MUST be over the age of 25

2. Hirer in attendance and Supervision: The hirer confirms that he/she will be in attendance throughout the hiring period. **The responsibility of the MUGA shall remain the responsibility of the Hirer throughout.**

(a) Care and Supervision of Premises: The Hirer shall, during the period of the hiring, be responsible for: supervision of the MUGA, care and safety from damage however slight or change of any sort. The Hirer shall make good or pay for all damage (including accidental damage) to the MUGA including fencing, gates, padlocks etc.

(b) Behaviour: The hirer is responsible for the conduct and behaviour of all persons present at their event/class whilst using the MUGA and car park and must ensure they are aware of and abide by the terms and conditions of use

3. Use of Premises: The Hirer shall not use the MUGA for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the MUGA to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

PLEASE NOTE THE FOLLOWING:

- Roller skates, roller blades, skateboards, scooters and bicycles should not be taken into the MUGA.
- Appropriate footwear should be worn, only clean, rubber soled footwear should be worn, boots with steel studs/blades are prohibited
- No smoking on court.
- No chewing gum, food, or drink to be taken on to the court.
- Strictly no glass to be taken inside the MUGA court.
- No litter, mud, or debris to be left on the surface.
- No chairs to be put in the court.
- No animals are allowed in the court.
- No attempt should be made to use the court when there is ice on the surface.
- Do not climb on the fencing, framework, goals, or nets.

4. Insurance and indemnity

(i) The Hirer is liable for:

a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the hirer's negligence, to any part of the MUGA.

b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer's negligence done to the Village Hall's WiFi service (if any)

c) all claims, losses, damages and costs made against or incurred by Broomfield Village Hall Charity, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the MUGA and use of the WiFi service (if any), and

d) all claims, losses, damages and costs made against or incurred by BVHC as a result of any nuisance caused to a third party as a result of the hirer's use of the MUGA and/or the use of the WiFi service (if any), and subject to sub-clause 4(ii), the hirer must indemnify BVHC against such liabilities.

(ii) Broomfield Village Hall Charity will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in the Charity's discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. BVHC will claim on its insurance for any liability the hirer incurs but you must indemnify us against:

a) any insurance excess incurred and

b) the difference between the amount of the liability and the monies Broomfield Village Hall Charity receive under the insurance policy.

(iii) Where BVHC do not insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above, the hirer must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Administration Officer. If the hirer fails to produce such policy and evidence of cover, BVHC will cancel this Agreement and re-hire the MUGA to another hirer. Broomfield Village Hall Charity are insured against any claims arising out of the Charity's own negligence.

5. Gaming, Betting and Lotteries: The Hirer shall ensure that there is no contravention of the laws relating to gaming, betting and lotteries.

6. Licences: Proof of public liability insurance and membership of professional associations, qualifications etc. and "The Music Licence" from PPL PRS Limited will also be required with bookings where applicable.

7. not applicable to MUGA hires

8. not applicable to MUGA hires

9. Safeguarding children, young people and adults at risk: The hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the hirer must provide BVHC with a copy of the hirer's Safeguarding Policy and evidence relevant checks have

been carried out through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public Safety Compliance: The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority and the MUGA risk assessment or otherwise.

- The action to be taken in event of fire. The Fire Brigade must be called to any outbreak of fire, however slight and the caretaker must be informed. It is the responsibility of the Hirer or their nominated representative to evacuate the MUGA.

Covid-19 The hirer must comply with current Government requirements with regard to social distancing and hygiene measures including any requirement to carry out a risk assessment to ensure appropriate measures have been taken to ensure compliance.

Groups using the court must have a designated first aider and are responsible for the supply of their own first aid kit.

11. Noise: foul or abusive language is not permitted and should not be allowed by the group organiser.

12. Drunk and disorderly behaviour and supply of illegal drugs: The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the MUGA or in its immediate vicinity. No illegal drugs may be brought onto the MUGA. BVHC will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave in accordance with the Licensing Act 2003.

13. not applicable to MUGA hires

14. Electrical Appliance Safety: The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

15. not applicable to MUGA hires

16. No smoking: Smoking is not permitted on the MUGA. There is a clearly signed designated smoking area in the Village Hall grounds and smoking is not permitted in any other areas. The hirer must ensure that anyone wishing to smoke does so in the smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and Dangerous Occurrences: The Hirer must report all accidents involving injury to the public to the Premises Manager **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Village Hall will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR 2013).

18. Explosives and Flammable Substances: The hirer shall ensure that: (a) Highly flammable substances are not brought into, or used in any part of the premises.

19. not applicable to MUGA hires

20. No Animals: The Hirer shall ensure that no animals (including birds) (with the exception of fully trained guide dogs, hearing dogs and assistance dogs) are brought on to the MUGA.

21. Fly posting The hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

Hirers must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Wi-fi: Hirers wishing to use the Wi-fi service will be required to sign Broomfield Parish Council's Wireless Network Terms of Service and Acceptable Use Policy, this should be requested at the time of booking.

24-26 see Wi-fi policy above

27. (a) Cancellation by Hirer: Cancellations of bookings due to poor weather: The caretaker must be contacted on 07919 402862 (Tuesday-Saturday) or 07821 645475 (Sunday-Monday) no later than 3 hours before the start time of the booking for a refund to be given, otherwise the hirer will still be charged for the session.

A follow up email should also be sent to bookings@broomfieldessex.co.uk to confirm.

(b) Cancellations by the Charity: The Broomfield Village Hall Charity reserves the right to cancel any bookings due to weather conditions if it is considered that the court is not safe to use. The Charity also reserves the right to cancel the hiring at any time, up to and including the date of hire, should it be found that the MUGA has been hired by person(s) misrepresenting the purpose of hiring and description thereof. In this instance the Hirer will forfeit the right to refund.

In the event of the MUGA being rendered unfit for the use to which it has been hired, the Charity shall not be liable to the Hirer for any resulting loss or damage whatsoever.

28. Commencement and End of Hire: Access to the court and floodlights will be available no more than FIVE minutes before the start of the booking. Hirers should leave promptly at the end of the hire and clear the pitch of any items in readiness for the next hirer.

The hirer shall indemnify the Charity for the cost of repair of any damage done to any part of the property, including surroundings or the contents of the building which may occur as a result of the hire.

29. No alterations or additions may be made to the MUGA nor may any fixtures be installed or be attached in any way to any part of the premises without the prior written approval of the Administration Officer or Premises Manager. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of the Broomfield Village Hall Charity, remain in the premises at the end of the hiring. It will become the property of the Broomfield Village Hall Charity unless removed by the hirer who must make good any damage to the satisfaction of the Charity or, if any damage caused to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the MUGA and confers no tenancy or other right of occupation on the hirer.

Last updated: 6.10.23