

Terms & Conditions of Use for Iron Acton Multi Use Games Area (MUGA)

1. Definitions

The following definitions shall apply to these terms and conditions:

“Approved Use”	means tennis, football, netball, pickle ball, basketball only or such other activity IAPC may approve as part of Your Booking;
“Booking Fee”	means the prevailing fee charged for the management and upkeep of the facilities as set by IAPC from time to time and is available - https://www.ironactonparishcouncil.co.uk/muga-booking-system/ ;
“Booking Portal”	means : https://www.ironactonparishcouncil.co.uk/muga-booking-system/
“Booking”	means a booking as made in accordance with clause 2 ;
“Hirer’s Responsibilities”	means the conditions set out in clause 6;
“IAPC”	means Iron Acton Parish Council or its authorised representatives;
“Installed Equipment”	means any IAPC equipment and/or apparatus affixed or adjoined to the MUGA, including but not limited to tennis nets, netball posts and/or basketball hoops;
“MUGA”	means the Multi Use Games Area as maintained and managed by IAPC;
“Opening Hours”	means 08:00 to 20.00 hours or as specified in Your Booking or as updated on IAPC website from time to time: https://www.ironactonparishcouncil.co.uk/muga-booking-system/ ;
“Prohibited Items”	means (e)bikes, (e)scooters, footwear with spikes or studs and dogs (with the exception of guide dogs) or such other items IAPC may include in Your Booking confirmation or as updated on the IAPC website - https://www.ironactonparishcouncil.co.uk/muga-booking-system/ ;
“Resident”	means a person who resides within the Parish of Iron Acton;
“You” or “Your”	means you and any other participants who use the MUGA with you;

2. Booking Process & Terms

- 2.1. You may submit a booking application through the Booking Portal up to ten (10) days in advance of when You wish to use the MUGA. As part of Your Booking You confirm that:
 - 2.1.1. You are over 13 years old when making the Booking;
 - 2.1.2. You are making the reservation for yourself;
 - 2.1.3. You will be present at the MUGA within 10 minutes of the start time as stated in Your Booking;
 - 2.1.4. You will be ready to vacate the court 5 minutes prior to the end of the session to allow time for any equipment to be stored.
 - 2.1.5. You will not transfer Your Booking to any other person without the prior written permission of IAPC; and
- 2.2. If You fail to comply with clause 2.1 You accept IAPC may in its sole discretion:
 - 2.2.1. terminate Your Booking and any future Bookings You may have; and/or
 - 2.2.2. ban You from making further Bookings and/or being able to use the MUGA.
- 2.3. If You require the use of IAPC equipment or have any special requirements You shall include these requests in your booking application. IAPC shall confirm if it can accommodate such additional requirements in the Booking confirmation.
- 2.4. You accept a Booking is only provisional until IAPC confirm the Booking by sending a confirmation email to the email address You nominate in your booking application and that IAPC may at any time:
 - 2.4.1. Decline your booking application without providing a reason;
 - 2.4.2. Terminate a Booking for any reason. If IAPC terminate Your Booking they shall inform You by sending the notification to the email address You provide in your booking application. It is Your responsibility to check for such notifications (including in any “junk” or “spam” folders).
 - 2.4.3. Impose special conditions on a Booking. This may include but is not limited to fire precautions, security of persons or premises, the exclusion or admission of any person, animal or item of equipment or arranging insurance cover; and
 - 2.4.4. Enter and/or repossess the MUGA during Your Booking.
- 2.5. Non-Residents may submit booking applications through the Booking Portal provided that they accept:
 - 2.5.1. Residents will be given priority in the event of a Booking conflict;

2.5.2. They can only make 2 Bookings per calendar month; and

2.5.3. They may be charged a Booking Fee as part of their booking application.

2.6. Should you wish to change elements of Your Booking or have a general enquiry, please contact - muga@iapc.co.uk

3. Cancelling a Booking

You may cancel Your Booking, via the Booking Portal, by providing at least 24 hours' notice from the start time set out in your Booking. Should you provide less notice, You accept that you are not entitled to any refund of any Booking Fee (if applicable).

4. Ad Hoc Use

4.1. You may use the MUGA without a Booking, provided You agree to:

4.1.1. the Hirer's Responsibilities; and

4.1.2. vacate the MUGA should another user show confirmation of a Booking for the time which You will be using the MUGA.

5. Hirer's Responsibilities

Your use of the MUGA is conditional on Your acceptance and compliance with these Hirer's Responsibilities. In the absence of another form of acceptance, Your use of the MUGA shall constitute acceptance of these responsibilities:

5.1. You shall inspect the MUGA and Installed Equipment prior to use to ensure that they are suitable and safe. Should You notice any defect, damage or that the MUGA or Installed Equipment are in an otherwise unsafe or unusable condition, You shall:

5.1.1. not use the MUGA; and

5.1.2. report the matter to clerk@ironactonparishcouncil.co.uk

By using the MUGA You confirm You have inspected the MUGA and that You are satisfied the MUGA and Installed Equipment are in a safe condition and free from damage and/or defect. You therefore use the MUGA at Your own risk and accept IAPC shall have no liability should You become injured while using the MUGA;

5.2. You also agree to:

5.2.1. only use the MUGA during Opening Hours;

5.2.2. only use the MUGA for an Approved Use;

5.2.3. not use, or allow the use of, the MUGA for any illegal or immoral purpose and shall not engage in anti-social behaviour (including but not limited to excessive noise and/or swearing) while using the MUGA;

5.2.4. not use Prohibited Items on the MUGA;

- 5.2.5. keep a copy of the Booking confirmation and be able to present it on demand;
- 5.2.6. wear appropriate attire for the Approved Use and remain fully clothed at all times while using the MUGA;
- 5.2.7. remove all personal items, rubbish and equipment from the MUGA at the end of Your Booking;
- 5.2.8. respect other MUGA users and their possessions;
- 5.2.9. obtain the prior agreement or consent of each person using the MUGA (or in the case of children and/or vulnerable adults their parent or carer) before taking any photos and/or videos at the MUGA;
- 5.2.10. remove all rubbish from the MUGA and ensure that the MUGA is left in a clean and safe condition;
- 5.2.11. return IAPC equipment to the relevant storage areas;
- 5.2.12. not to damage, destroy or otherwise deface IAPC equipment, the MUGA or any Installed Equipment;
- 5.2.13. only modify, add to or alter the MUGA, any IAPC equipment, Installed Equipment, or install any specialist equipment such as public address systems to the extent expressly permitted to do so in Your Booking or as otherwise instructed to by IAPC in writing;
- 5.2.14. provide all necessary First Aid and/or medical facilities for the duration of Your Booking;
- 5.2.15. not charge participants and/or spectators unless you have the prior written agreement of IAPC;
- 5.2.16. obtain any relevant and necessary insurance;
- 5.2.17. ensure that Your use of the MUGA does not discriminate, victimize and/or harass other users or people in proximity to the MUGA. You shall also ensure that Your use of the MUGA fosters good relations between persons of diverse groups, is inclusive, and You shall co-operate with IAPC in monitoring compliance with this provision; and
- 5.2.18. ensure that there is appropriate adult supervision at all times during a Booking where one or more participants of a Booking are under 18.
- 5.3. You accept that failure to comply with these Hirers Responsibilities, whether intentionally or not, may result in IAPC:
 - 5.3.1. cancelling Your Booking and/or any future Bookings you may have;
 - 5.3.2. charging You for the costs IAPC incur remedying Your non-compliance with these terms; and/or
 - 5.3.3. banning You from making further Bookings and/or being able to use the MUGA.

6. Lost Property

If you find any personal items from another MUGA user, You shall either hand them back the owner (if known) or report it to the IAPC at the following email clerk@ironactonparishcouncil.co.uk.