

ECRC MULITY USE GAMES AREA (MUGA) HIRE AGREEMENT 2021/22

This agreement sets out the Terms and Conditions of hire of ECRC's MUGA and any associated facilities.

Bookings

- Application for booking the MUGA for both seasonal (block booking) or casual use should be made through the club online email ecrcpitchhire@gmail.com
- The person signing the application will be deemed the Hirer.
- Where the booking is being made by a legally constituted club/association the person signing must be authorised by the club/association to do so.
- The hirer must be 18 years of age or older.
- If a club has more than one age group(team) using the MUGA a separate application must be made and full contact details of club officials submitted.
- Seasonal (block bookings) will be invoiced monthly following initial payment of fees.
- Payment of invoices are due 14 days following receipt.
- Failure to pay within the stipulated time could result in the booking being cancelled.
- Fees for all casual bookings must be made prior to using the MUGA.
- This agreement will give the hirer/ club/organisation the right to use the facility.
- This hiring agreement does not convey any exclusive right for continued use of ECRC's MUGA.
- The MUGA is booked by the hour. Hirers must leave in adequate time for the next hire/session.

Terms and Conditions

General

- ECRC accepts no responsibility or liability for any damage or injury that may result from the hire.
- The Hirer will be responsible for any claim for injury or damage to persons, property or loss of property which may result from the hire of the MUGA.
- Where the Hirer is a club/organisation it must be fully insured to cover all risks and must indemnify ECRC and its Officers/Employees against any claims or demands arising. A copy of Third Party Liability insurance must be submitted with application for hire. Failure to do so will result in the agreement being cancelled.
- Where a club/organisation has hired the MUGA they are responsible to ensure that appropriate risk assessments are in place and that health and safety regulations are adhered to, including the provision of a qualified first aider as required by governing body regulations. A copy of the risk assessment must be submitted following successful application for hire.
- Any hazard found on the MUGA must be reported to the MUGA Manager

Use of MUGA

- The MUGA must only be used for the purpose for which it was hired.
- The correct footwear must be worn on the MUGA i.e. moulded boots/ training shoes in accordance with governing body regulations. Failure to do so could result in the agreement being cancelled.
- All persons using the MUGA shall behave in a manner that does not cause injury, damage or nuisance to the facility, staff of ECRC or other users of the recreation grounds.
- Alcoholic drinks and food must not be taken onto the MUGA. The use of foul and abusive language will not be tolerated. Any user/spectator found to be discriminatory on grounds of race, religion, nationality, sexual orientation, gender, colour, ethnicity, age and disability may face disciplinary action by the appropriate governing body and ECRC will withdraw all bookings.

- Any threatening or abusive behaviour towards members of the public or ECRC Officers or staff will not be tolerated and will result in immediate withdrawal of the facility by ECRC.

Safeguarding Junior and Youth Teams

- All teams with Under 18's, are required by governing bodies to have a safeguarding policy.
- A copy of a clubs/organisations Safeguarding Policy must be supplied when applying to hire ECRC's MUGA.
- All staff/coaches must have the relevant DBS checks.
- All staff/coaches must have accredited qualifications from governing bodies.

Cancellation

ECRC as the service provider reserves the right to close the MUGA at any time on which it has been let if:

- The MUGA is unfit /unavailable for use.
- Is required for other use.

Where the MUGA has been closed for the above reasons the ECRC will refund the appropriate fee to the hirer.

- If the hirer cancels less than 5 days before a booking no money will be refunded.
- If ECRC cancels due to deliberate or negligent damage to the facility no money will be refunded.
- If the cancellation is due to extreme weather any casual booking will have the opportunity to rebook on an alternative date.

Sub Letting

The hirer has no right to assign or sub-let the facility. Any instance of unauthorised sub-letting will result in the hiring agreement being suspended or terminated.

Changing Rooms

If the club changing rooms are use as part of the hire the Hirer is responsible for their use. The changing rooms will be clean at the point of use and the hirer must on leaving the changing rooms ensure that:

1. All rubbish /litter is removed
2. Sweep the floors
3. Ensure that all toilets have been flushed
4. The changing rooms are treated with respect

The Hirer is responsible for the changing rooms, should they be used, and any damage to the changing rooms during the period of the hire and cost of repair will be charged to the hirer.

Equipment must not be cleaned in the showers or wash basins and balls (of any sort) must not be used inside the changing room.

Any faults or defects in the changing room/toilets should be reported to the MUGA or Bar Manager.

The changing rooms will be checked regularly and ECRC undertakes to ensure the necessary water checks and maintenance of the changing facilities.

First Aid/Medical Emergency.

The Hirer is responsible for any accident/medical emergency that may occur during the period of hire. (As per General clause (a)).

In case of accident/medical emergency a Basic First Aid kit is available inside the MUGA.

During the hours 9am-4pm Mon-Fri and (9am-12) Sat-Sun a Defibrillator is located at the Barlow Institute. From 4pm-10pm Mon-Fri and (12 -10pm) Sat-Sun a Defibrillator is also located inside ECRC Clubhouse.

The Hirer is responsible for calling Emergency Services. The nearest A&E is located at The Royal Blackburn Hospital, Haslingden Road, BB2 3HH

In the event of a serious accident/emergency the Hirer must inform the MUGA Manager/ECRC at the earliest opportunity.

Parking

- Vehicles (including motorbikes) must wherever possible use the car parking spaces at ECRC/Barlow Institute.
- Any other parking must comply with road traffic markings and not cause nuisance to local residents.
- Situations reported to ECRC will result in a review of the booking.

Litter

The Hirer will be responsible to ensure all rubbish/litter is removed from the MUGA following use (is left in a suitable condition for the next session) and for any and all costs incurred for the removal and disposal of such rubbish/litter.

ECRC's Rights

As the service provider ECRC reserves the right for authorised officers to enter the MUGA at any time to ensure conditions of hire are being complied with. If the officer believes the hirer has not or is not taking action to fulfil his responsibilities the officer may require the hirer to take the necessary action or cancel the booking and require the hirer and everyone using the facility to vacate it immediately. No fees will be refundable to the hirer in respect of the booking being cancelled in this way.

Data Protection

- ECRC will hold all information as required by the Data Protection Act.
- This will be limited to the name, address, contact details (email, telephone number) of the Hirer. No information will be shared with Third Parties.