



## Conditions of Hire for KPCC Oval

Kennington Park Community Centre, 8 Harleyford Street, SE11 5SY

**Kennington Park Community Centre is managed by the Kennington Park Community Centre Community Benefit Society. Rooms in the Centre may be booked between 9am to 10pm. Viewing is by appointment.**

**The Community Centre is required to comply with government guidance and legislation in respect of the safe use of multi-use community facilities during Covid-19: <https://bit.ly/3aDIaN4>**

**Appendix 1 sets out additional Conditions of Hire, which form part of the overall Conditions of Hire until further notice. Where there is any conflict between the standard Conditions of Hire and the additional Conditions of Hire, the additional Conditions supersede the standard Conditions.**

### **1. Hiring Arrangements**

1.1 Hire charges are as set out in 'Hiring Charges' and are reviewed annually. Any variations to these charges are at the discretion of Management.

1.2 All hire charges include use of the kitchen. **A period of 10 minutes before and after the agreed booked time is permitted to allow setting and clearing up, with the exception of social events and private functions where the booked time must include sufficient time for advance preparation, and to clean and vacate the premises (see para 18.1). The Centre's closing time of 10pm in non-negotiable.**

1.3 All prospective hirers must complete a Hiring Agreement form and no booking is confirmed unless and until the Hiring Agreement form has been countersigned by Management and, where applicable, the deposit paid.

1.4 **All hire charges and deposits must be paid by the date(s) stipulated on the invoice. For deposits, this will usually be within 7 days of the issue date of the Invoice; for hire charges this will usually be at least 14 days prior to the date of the booking.** Payment by instalment may only be made with the prior agreement of Management. Payment may be made by bank transfer (preferred), PayPal or credit/debit card via PayPal. (Hirers may be asked to pay any PayPal charges over £10.) Cheques will only be accepted by prior agreement and should be made out to 'KPCC Oval'. Cash will not be accepted at any time.

1.5 The Hirer will have no right to use the rooms and facilities until all payments have been made in full by the dates stipulated. Management reserves the right to cancel with immediate effect any booking arrangements due to late payment of charges.

1.6 The right to refuse or cancel any booking for the use of Centre facilities is reserved to Management. Management may refuse or cancel a booking to use the Centre's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating Management's beneficiaries or supporters, if a social event or private function has been publicly publicised or promoted on social media, has or may breach any of these Conditions, including the Centre's Diversity and Inclusion policy (para 10), and its Cleaning and Security conditions (para 18).

1.7 All arrangements for the use of Centre facilities are subject to Management reserving the right to cancel bookings when the premises are required for use as a Polling Station or are rendered unfit for the intended use or in any other reasonable circumstance as decided by Management. Management is not liable or required to compensate for any loss or inconvenience caused, other than refunding the original hire charge and deposit. It is therefore recommended that the Hirer takes out event insurance.

## **2. Occasional Hirers**

**2.1 A deposit of £100 is required for all bookings for social events and private functions. The full deposit or a proportional part of it will be retained by Management in the event of cancellation with less than 7 days' notice, or if the Hirer does not leave the premises at the agreed end time, or if any damage (including accidental damage) occurs to the premises, fixtures, fittings, equipment, contents or external areas, or if any additional cleaning is required after the hiring.**

2.2 Deposits will be refunded within 7 days of the booking subject to Management's satisfaction that all the Conditions herein have been met.

2.3 Management may charge an additional fee for the erection of inflatables such as bouncy castles or use of equipment such as barbecues (see also para 12k).

**2.4 Where no deposit has been required and a booking has been cancelled with less than 7 days' notice, the full hiring charge may be charged at the discretion of Management.**

2.5 Discounts are available to Kennington Park Estate residents for social events and occasional meetings. The booking must be in the name of the resident, who will be responsible for payment and meeting all these Conditions. Proof of residency may be required.

## **3. Regular Hirers**

3.1 Where a group wishes to be designated as a 'Regular User', completion of our Registration Form is required, particularly if the group is working with children, young people or vulnerable adults.

3.2 A deposit of £100 is required at the commencement of the group's bookings, such deposit to be refunded at the end of the period of hire, subject to all and any outstanding charges having been paid and all these Conditions having been met during the period of hire.

3.3 Regular Users will be invoiced on a monthly basis in advance; payment will be due within 14 days of the issue date of the invoice.

3.4 When a Regular User cancels a booking with less than 7 days' notice the full hiring charge may be charged. Requests to change the time of bookings should be made in writing and, if possible, will normally be agreed.

3.5 Either party may cancel the Hiring Agreement by giving 30 days' notice in writing to the other party.

3.6 Residents' discounts are not normally available for Regular Users unless the main organiser is a resident, the group's meetings and activities are open and publicised to all Estate residents, and discounts are available for Estate residents if a charge is levied.

## **4. Audio/visual equipment**

4.1 The Centre has a range of audio/visual equipment available for the use of hirers who request it in advance and, where appropriate, can demonstrate knowledge of how to use it.

4.2 A small charge may be levied for the use of the PA system and/or TV screen for social events, private or business functions.

4.3 Any damage to the equipment is the responsibility of the hirer, who may be charged the cost of repair or replacement.

## **5. Storage**

5.1 Storage space is not available as part of the basic hire agreement and hirers are not permitted to store property on the premises without written agreement by Management.

5.2 Management reserves the right to provide storage space under strict conditions and at a fee which reflects the value of the space and the management and administrative arrangements involved.

5.3 No perishable goods may be stored on the premises.

5.4 Management accepts no responsibility for any equipment or other property brought onto or left on the premises, and all liability for loss or damage is hereby excluded.

5.5 All equipment and other property must be removed at the end of each hire session unless Management has given explicit permission that it may remain for a limited and specified period; otherwise, additional charges may be charged for each day or part thereof until the items are removed.

5.6 The Hirer shall indemnify and keep Management and its employees/agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.

5.7 Management may dispose of items brought onto or stored on the premises without the express permission of Management, by sale or otherwise, and on such terms and conditions as it deems fit, and charge the Hirer any costs incurred in storing and/or disposing of such items in respect of any other property brought onto the premises for the purposes of the hiring and failure by the Hirer to remove the property immediately following the hiring.

## **6. Hirer's responsibilities**

6.1 The Hirer shall take out adequate insurance to cover the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and, on demand, shall produce the policy or other evidence of cover to a Management representative. Failure to produce such policy and evidence of cover will render the hiring void and enable Management to let the premises to another hirer.

6.2 The hirer will accept full responsibility and indemnify Management against all costs, charges and claims in respect of injury to any person using the premises being hired, except in circumstances caused by negligence of Management.

6.3 No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre, film, video and public entertainment licences.

6.4 The Hirer:

- a) Shall be responsible for obtaining any necessary approvals or licences in connection with the hire, other than those already held by Management;
- b) Will comply with all conditions attaching to such approvals or licences;
- c) Will indemnify the Management against all losses, costs, damages and expenses resulting from any failure to obtain such approvals or licences or from any failure to comply with the same;
- d) Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or associations responsible for functions held in the Centre shall ensure that the requirements of the relevant legislation are strictly observed.

### **6.5 The Hirer will be responsible for:**

- a) Supervision of the premises;
- b) Protection of the fabric and contents and safety from damage however slight;
- c) Ensuring the premises are left in a clean state, all external areas of the premises are left litter free and undamaged, and all rubbish is removed;
- d) The behaviour of all persons using the premises, whatever their capacity;
- e) Ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner, by the agreed time and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises; and
- f) The observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with Rule 6, the Local Authority or otherwise.

6.6 The Hirer shall not use the premises for any purpose other than that permitted under the Hiring Agreement and will not, without obtaining the prior consent of Management, use or enter the premises at any times other than those permitted under the Hiring Agreement.

6.7 The Hirer shall not assign the benefit of the Hiring Agreement. The Hirer shall not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer permitted to use the premises under the Hiring Agreement.

6.8 No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without approval of a Management representative. Any alteration, fixture, fitting or attachment shall, at the discretion of Management, be removed by the Hirer. Any making good necessary as a result of damage from the Hirer's fixtures and fittings will result in the partial or total loss of the Hirer's deposit.

6.9 In the event of serious damage to the equipment, fixture and fittings or fabric of the Centre, Management reserves the right to charge the Hirer the full cost of repair, replacement and/or reinstatement.

## **7. Breach of Conditions of Hire**

### **7.1 The full deposit or any part of it will be retained by Management**

- **if the Hirer does not leave the premises by the agreed end time of the session,**
- **if any damage (including accidental damage) occurs to the premises, fixtures, fittings, contents or external areas during the session, or**
- **if any additional cleaning is required after the hiring.**

**7.2 Management reserves the right to terminate forthwith any entertainment, activity or meeting permitted under the hire that is not properly conducted.**

## **8. Fair Trading Laws**

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

## **9. Hiring Agreement**

The Hiring Agreement constitutes permission only to use the premises, and confers no tenancy or other right of occupation on the Hirer.

## **10. Diversity and Inclusion**

**The Centre shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status, and hirers/users shall not discriminate against any individual or group in any activity taking place there.**

## **11. Maximum Capacity**

Each room has a maximum capacity which includes helpers and performers. On no account should the maximum capacity be exceeded.

Main Hall: Maximum Capacity, **100**

Community Room: Maximum Capacity, **20**

Meeting Room: Maximum Capacity, **12**

## **12. Safety Requirements**

Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a) **Obstructions must not be placed in corridors, gangways or exits, nor in front of emergency exits, which must be immediately available for free, unhindered public egress;**
- b) All hirers are expected to co-operate in the fire drills which are arranged at varying times in order to familiarise users with evacuation procedures;
- c) Firefighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to Management representatives;
- e) Performances involving danger to the public shall not be given;
- f) Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. Polystyrene, cotton, etc) shall be erected without the consent of Management;
- g) No unauthorised heating or cooking appliances including portable gas cylinders shall be used on the premises;
- h) Hirers are advised that a First Aid Box is provided for general use and can be found in the kitchen. Any accident or incident, no matter how slight, must be logged in the accident book and reported to Management.
- i) All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. Management disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not comply.
- j) Fireworks are not allowed to be used in or around the Premises.
- k) **Bouncy castles or any other inflatables are not allowed in or around the premises without written permission in advance from Management. The Hirer will be asked to provide evidence of adequate public liability insurance and ability to correctly supervise usage.**
- l) The use of barbecue equipment in the Courtyard requires Management's written permission in advance.

## **13. Supervision**

**13.1 The Hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent him/her from exercising general supervision.**

13.2 When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of three persons, neither of whom shall be less than 18 years of age, on duty where under 75 persons are attending the entertainment. The number of adult attendants required is increased in the following circumstances:

- a) Where 75-100 people are present to five adults;
- b) When the majority of those present at the entertainment are less than 16 years of age, and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

**13.3 Children and young people under the age of 18 years must be supervised by an appropriate number of adults at private functions.**

13.4 All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the firefighting equipment provided.

## **14. Safety of Vulnerable People**

14.1 No activities or groups involving either young children under eight years of age or vulnerable adults will be permitted on the premises except with the written agreement of Management, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Home Office Code of Practice Safe from Harm, and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

14.2 All organisers of activities involving children, young people or vulnerable adults must evidence that they have the following in place:

- a) Safeguarding policy
- b) Up-to-date DBS checks for relevant staff and volunteers.

14.3 Management is committed to ensuring vulnerable individuals are safeguarded from being radicalised into violent extremism and supporting or becoming terrorists themselves as part of the Home Office counterterrorism strategy Prevent, one of the 'four P's' of the counter terrorism strategy. The strategy is primarily organised around four key principles:

- Pursue-to stop terrorist attacks
- Prevent-to stop people becoming terrorists or supporting terrorism
- Protect-to strengthen our protection against a terrorist attack
- Prepare-to mitigate the impact of a terrorist attack.

The Management will not accept any activities or actions on its premises that violate any of these core Prevent principles and may refuse booking and use of any facility. These core principles are outlined and refer to The Terrorism Act 2000, The Counter Terrorism and Security Act 2015 and other relevant central government policies. Management reserves the right to exclude from the premises any organisation that fails to comply with these requirements. It is the responsibility of The Hirer / organisers of the activities concerned to ensure compliance with these policies. The Hirer / organisational representatives shall be in attendance upon children and/or young people who are on the premises for the activities concerned.

## **15. Food and Drink**

15.1 Only persons who are food handlers within the meaning of the Food Safety Act 1990 (Food Premises [Registration] Regulations 1991) and who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department shall be permitted to prepare or cook food on the premises.

15.2 **It is not permitted to store food and drink of any nature on the premises.** All food and drink used by the Hirer must be removed by the Hirer at the end of the session. In the event that food and drink is left on the premises it will be disposed of.

## **16. Alcohol and Drugs**

16.1 **Alcohol: No intoxicating liquors/alcohol is permitted to be bought, sold or consumed on any part of the premises at any time.**

16.2 Drugs and Substance Abuse: The storage, sale, dispensation or consumption of illegal drugs is not permitted, and any such acts will be reported to the appropriate authorities; any instances of substance abuse will be treated similarly.

16.3 Smoking: The Centre is a non-smoking building. The Hirer is responsible for ensuring the outside areas are free of litter including cigarette butts.

## **17. Nuisance**

17.1 Except in the case of trained assistance dogs, dogs shall not normally be permitted on the premises.

17.2 The Hirer is responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

17.3 Sound systems, public address systems, speakers or amplifiers may only be used as agreed by Management and are not to be used in any reception areas, walkways, kitchen, meeting rooms or the outside areas of the premises.

17.4 The Hirer must reduce noise levels if asked to do so by a representative of the Management, or a local resident.

## **18. Cleaning and Security**

**18.1 All use of Centre premises and facilities is subject to the Hirer accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the premises as directed by a Management representative. The Hirer shall also leave the premises and surrounds in a clean and tidy condition. This must be completed within the booking period, or before 10pm for evening bookings. It is recommended that evening social bookings cease at 9pm to allow enough time to clean and vacate the premises by 10pm. This will be strictly enforced by Management. Failure to vacate at 10pm will result in an automatic loss of deposit and may result in the relevant authorities being called to assist in the removal of unauthorised persons from the premises.**

### **18.2 The Hirer is responsible for:**

- Clearing away all rubbish, food, equipment etc;
- Wiping and mopping up all spillages on tables, surfaces and floors;
- Sweeping floors of all areas used;
- Removing all decorations or other items used to decorate the premises;
- Closing and securing all windows and doors;
- Returning all furniture to its original position;
- Clearing away and disposing of all litter from external areas including cigarette butts.

All waste should be bagged and put into the Estate bins external to the Centre.

Recyclable waste should be put in the green bins.

### **18.3 Opening and Closing**

- Certain Regular Users may be issued with keys and will be responsible for opening and closing the premises, including both gates, using the instructions provided. Failure to carry out these instructions in full will be considered a breach of these Conditions of Hire and may result in the Hirer being refused further bookings.
- In all other instances, the Hirer is responsible for meeting an arranged keyholder at the beginning and/or end of the booking time. Unless alternative arrangements have been agreed with Management, when opening, the key holder will arrive 10 minutes prior to the start of booking, and will wait for no more than 10 minutes beyond the booking time. When closing, the key holder will arrive no later than the end time of the booking.
- **The keyholder is responsible for the security of the building, not for moving furniture or clearing up after the Hirer. The Hirer is responsible for ensuring the keyholder is treated with respect and civility at all times by all their invitees, clients or group members, and for everyone's prompt departure.**

## **19. CCTV**

For the safety and security of the Centre, staff and users there is a CCTV system in place. The footage can be viewed by Management and provided to the police on request.

## **20. Keys**

Where keys are issued to the Hirer, the following conditions must be met:

- No keys will be passed to any other party nor copies made unless written consent is provided by Management
- Lost or stolen keys will be reported immediately to Management.
- The hirer will pay for any lost or stolen keys on presentation of an invoice.

- The keys will only be used for access for the hiring periods outlined in this agreement.
- Keys will be returned at the end of the Hiring period.

#### **21. Parking Facilities**

**There are no car/vehicle parking facilities available for Hirers, their invitees, clients or group members.** It is a condition of use of the Centre that users do not infringe upon the private parking facilities within Kennington Park Estate. Unauthorised vehicles parked inside Kennington Park Estate are subject to 24 hours a day, 7 days a week parking enforcement involving a legally enforceable parking charge notice.

#### **22. Acceptance and agreement of these terms and conditions**

All Hirers must read, agree and accept these full terms and conditions of hire which will be provided alongside the Hiring Agreement at the time of booking.

**These terms and conditions are subject to change without notice from time to time at the sole discretion of Management. It is the responsibility of the Hirer to ensure they understand, agree and comply with all the Conditions.**



**Additional Health and Safety Requirements (see also para 12)**

1. Management will provide all Hirers with a copy of KPCC Oval's Covid-19 risk assessment
2. No booking will be confirmed until the Hirer has provided KPCC Oval with
  - (a) written agreement to the terms of this Appendix;
  - (b) a written Covid-19 risk assessment. This to include:
    - who might be harmed and how
    - what the hirer is already doing to control the risks
    - what further action is needed to control the risks
    - who will carry out this action and by when.KPCC will compare the hirer's risk assessment with its own. If KPCC requires the hirer to make any variations this will be for discussion and negotiation. KPCC's decision will be final.
3. Only one group will be permitted to use the Centre at a time. Only one group will be permitted to use the Centre per day. In the event of Management agreeing to any exceptions to this, the interval between different groups will be no less than one hour to enable cleaning.
4. The capacity of the Main Hall is restricted to a maximum of 20, 10 if any exercise is carried out. A further 15 people may be accommodated separately in the outside courtyard.
5. Only the Main Hall may be used. Groups who usually book smaller rooms will be charged at the rate for the smaller room. No more than one person shall enter the kitchen or toilets at a time.
6. No bookings will be accepted for parties, social events, sporting activities or conferences, or from groups whose attendees are likely to be from those in our community more vulnerable to Covid-19 until further notice
7. Hirers must pre-register attendees and provide KPCC Oval with a list of all those who attended (including contact details) within 24 hours and preferably in advance. All shared personal data will be treated confidentially, and in compliance with GDPR and the requirements of NHS Track and Trace <https://bit.ly/34ybdB1>. It will be deleted after 21 days of the hiring period. All visitors will be encouraged to use the official NHS Test and Trace QR code.
8. Hirers are responsible for arranging and maintaining controlled safe entry and exit into the courtyard, the Centre building and the Centre's toilet facilities.
9. Hirers are responsible for leaving the venue (including toilets and kitchen) clean and tidy. This includes wiping down and safely stacking all chairs and tables, and wiping down all surfaces and equipment etc before and after use.
10. All users must follow the guidelines on social distancing, including strict adherence to social distancing of 2 metres, or 1 metre with risk mitigation (where 2 metres is not viable).

11. On entering and leaving everyone, including staff, must use hand sanitiser or wash their hands thoroughly for at least 20 seconds using soap and water.
12. On entering, everyone over 11 years of age must wear and keep on a face covering, unless covered under a 'reasonable excuse'.
13. Hirers are responsible for ensuring windows and doors (including external exit doors) are kept open as much as possible to aid ventilation; and for ensuring all external exit doors are firmly closed before departure.
13. If partaking in a formal activity, including activity clubs, youth groups and support groups, all users must limit their social interactions with anyone they do not live with.
14. Indoor performances, including drama, comedy and music, which take place in front of a live audience are not permitted
15. All hirers must ensure that steps are taken to avoid people needing to unduly raise their voices. This includes – but is not limited to – refraining from singing, playing music or broadcasts that may encourage shouting, including if played at a volume that makes normal conversation difficult.
16. Non-compliance with any of the requirements in this Appendix will result in the loss of all of the hirer's deposit (or £100 if no deposit has been paid) and a ban on any future bookings. The hirer will also be charged for the cost of any additional cleaning required as a result of their use of the Centre.

Kpccoal/jt/April 2021