



Kennington Park Community Centre
at Magee Street
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CONDITIONS OF HIRE

Kennington Park Community Centre at Magee Street ("KPCC@Magee") is managed by the Kennington Park Community Centre Community Benefit Society ("CBS"). Rooms may be booked between 9am to 10pm (9.30pm for social events). Viewing is by appointment.

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. Hire charges include use of the kitchen and wi-fi.

1.2 **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 30 minutes is permitted before and after the booked time for advance preparation, and to clean and vacate the premises (see para 18.1). Access for earlier setting-up may be agreed, but our closing time is 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 fees for payments over £300.) 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 is reserved to Management. Management may refuse or cancel a booking to use our 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 without permission, has or may breach any of these Conditions, including the CBS's Diversity and Inclusion policy (para 10), and its Cleaning and Security conditions (para 18).

1.7 All arrangements for the use of KPCC@Magee's facilities are subject to Management reserving the right to cancel bookings when the premises 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.

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 The full deposit or a proportional part of it may 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.

2.4 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 only 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 Users

3.1 Where a group wishes to be designated as a 'Regular User', completion of our Registration Form and provision of all necessary documents is required.

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 or date of bookings should be made in writing and, if possible, will normally be agreed.

3.5 Regular users will be given an Induction prior to the start of the booking. This will include fire safety and evacuation procedures, where the first aid kits and accident book are located, how to control the heating, how to open and lock up the building, rubbish arrangements, shared kitchen arrangements, and how and where to report any incidents or concerns.

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

4. Audio/visual equipment

4.1 KPCC@Magee 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 charge may be levied for the use of this equipment for social events, meetings, 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, and hirers are not permitted to store property on the premises without written agreement by Management.

5.3 No perishable goods may be stored on the premises with the exception of those which, with the agreement of Management, are clearly labelled and dated in designated fridges/freezers.

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, 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. This clause does not apply to personal items which will be held as 'lost property' until claimed.

6. Hirer's responsibilities

6.1 The Hirer shall take out adequate insurance to cover the Hirer, 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 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 premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.5 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.

6.6 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;
- 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;
- g) Ensuring a safe and efficient evacuation in an emergency, awareness of and supervision of the General Emergency Evacuation Plan¹ displayed on the public notice board inside the premises; and
- h) Implementing a Personal Emergency Evacuation Plan when people with mobility impairments/other relevant disabilities use the premises to ensure they can be evacuated safely and swiftly.

¹ A General Emergency Evacuation Plan (GEEP) provides a building's layout, evacuation procedures, and emergency equipment information for visitors and those with limited mobility, ensuring a safe and efficient exit during emergencies. It must be displayed prominently in public buildings.

- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 Adhesives which leave a sticky residue or stain may not be used to affix posters, decorations, or anything similar to the paintwork.
- 6.11 In the event of serious damage to the equipment, fixture and fittings or fabric of the premises, 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.

7.3 Management reserves the right to refuse to hire the premises again to those who have seriously breached the conditions of hire.

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

KPCC@Magee shall be open to all members of the community regardless of race, nationality, sex, 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, speakers and tutors. On no account should the maximum capacity be exceeded.

Big Room: 40

Reception: 15

Middle Room: 18

Suite of 3: 73

Meeting Room: 15

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, doorways 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) Users of the main kitchen must familiarise themselves with the location of the fire blanket to ensure it is immediately available in an emergency;
- 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 First Aid Boxes are provided for general use and can be found in the kitchen and kitchenette. 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.

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, none of whom shall be less than 18 years of age, on duty. The number of adult attendants required is increased 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.

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 Hirers must ensure children and young people under the age of 18 years are not permitted access to the main kitchen.

13.5 All persons in charge or on duty shall have been informed of and understand the procedure for evacuation of the premises.

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; and
- 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 activities to ensure compliance with these policies.

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. This condition does not apply to the use of the microwaves for snacks etc.

15.2 Hirers may only use the cooker with permission and must clean it after use.

15.3 It is not permitted to store food and drink 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. The only exception to this Condition is food and drink stored for use by groups whose activities are explicitly sponsored and/or supported by KPCC CBS.

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: There is no smoking of either cigarettes or e-cigarettes in or near the venue.

17. Nuisance and Noise

17.1 Except in the case of trained assistance or therapy dogs, animals are not normally permitted on the premises.

17.2 Hirers are reminded that there are occupied flats directly above the venue. The Hirer is responsible for ensuring that the noise level of their functions does not interfere with other activities within the venue, nor cause inconvenience for the occupiers of nearby properties. This includes noise outside the venue, either during events or when guests are leaving.

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 the outside areas of the venue.

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

18. Cleaning and Security

18.1 All use of KPCC@Magee's 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. Parties and social events must end, with music being turned off, by 9.30pm to allow enough time to clean and vacate the premises by 10pm. This will be strictly enforced by Management. Failure to vacate by 10pm will result in an automatic loss of some or all of the 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 down all surfaces and equipment before and after use;
- 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 building. 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 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 booking time and will wait for no more than 10 minutes beyond that time. For social events, the keyholder will arrive 30 minutes prior to the start of the booking unless alternative arrangements have been agreed with Management. 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 always treated with respect and civility by all their invitees, clients or group members, and for everyone's prompt departure.**

19. CCTV

For the safety and security of the premises, 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:

- The Hirer will sign for all keys when they are issued.
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- 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 KPCC@Magee 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.

Emergency Contact Number: For use in emergencies only: 07485 123161.

**Kennington Park Community Centre Community Benefit Society
Registered Office: 8 Harleyford Street, London SE11 5SY
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