



# **Conditions of use – User Information**

The Kingston Community Pavilion Committee (KCPC) manages the running of the Pavilion on behalf of the Kingston Parish Council (KPC).

For all booking applications visit the Kingston Pavilion website where requests for booking can be made (www.kingstonpavilion.org.uk). For any further information, contact the Booking Secretary, Jerry Sinclair (E: <u>bookings@kingston-pc.org.uk</u>).

## **1. THE USER**

It is the responsibility of the User to ensure that all members of their group/party comply with the conditions laid out below; failure to do so may result in the event being terminated immediately and a ban on future use of the Pavilion. (The Pavilion is controlled by a premises licence, under the Licensing Act 2003. Breach of conditions contained within the licence is an offence with a maximum penalty of £20,000 and/or 6 months imprisonment).

For Community Groups meeting on a regular basis, the User (or responsible person) is deemed to be the person holding the key(s) to the Pavilion or using the key from the key-safe to unlock and enter, thus permitting other attendees to enter the Pavilion.

# 2. SITE VISIT

Only when the User has completed the online booking request and thereby agreed with all the conditions will the provisional booking be confirmed.

All Users may either attend a preliminary site visit or meet the Booking Secretary at the Pavilion 30 minutes prior to their booking when the conditions below will be explained by the Booking Secretary or deputy.

# 3. KEYS & KEY SAFE

Further information will be given when submitting application.

Keys to the premises and areas within them remain the property of KPC. Keys and/or the code to the key-safe must not be passed on to other persons without authorisation by the Booking Secretary.

It is the User's responsibility to ensure that the Pavilion is fully locked and alarmed on leaving the property.

## 4. HEALTH & SAFETY

It is the responsibility of the User to ensure the safety of their members/guests using the Pavilion and grounds adjacent. It is the User's responsibility to familiarise themselves with the General Risk Assessment and the special conditions of hire & use during the Covid-19 pandemic.

## a. FIRE

The User will be briefed on the current Fire Risk Assessment, the evacuation plan and with the locations of extinguishers and exits.

When using the main community room, the emergency fire door must be unlocked and accessible. Other fire doors should remain closed. Emergency exits must remain unobstructed at all times.

The main community room is designed for 25 persons seated or 35 standing. These numbers may be reduced under certain circumstances e.g. during the Covid-19 pandemic. For larger events the User is advised to contact the Parish Hall.

# **b. FIRST AID & ACCIDENTS**

The User must read the emergency / accident procedure.

The User will be shown the location of the First Aid kit.

The User must ensure that all accidents are recorded in the Accident Book which is located in the kitchen. The Booking Secretary must be advised of all accidents.

An automated external Defibrillator (AED) is located on the outside wall of the Pavilion facing the road and the steps, close to the automated light. The defibrillator guides the operator through the process by verbal instructions and visual prompts, should its use be required.

#### c. GENERAL SAFETY

Any faults with toilets or plumbing must be notified to the Booking Secretary at the end of the period of use.

All electrical equipment belonging to the Pavilion is PAT tested at regular intervals; no other electrical equipment may be used in the Pavilion without prior agreement with the Booking Secretary. Should the use of personal electrical equipment be permitted, then you must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety. Furthermore, the use of such personal electrical equipment is at the owner's and/or User's risk and Kingston Community Pavilion does not accept any risk related to the use of such equipment whatsoever.

## d. BBQ's

For fire safety reasons, BBQ's may not be used either in the Pavilion or on the veranda. The Kingston Parish Council must be approached for Open Spaces permission to use a BBQ on St Pancras Green.

#### e. EMERGENCIES

The User must follow the emergency/accident procedure. In the event of an emergency, after calling the Emergency Services, a member of the KCP Committee must be contacted. A list of contact telephone numbers is on the notice board in the Main Community Room.

Whenever possible, it is recommended that the Responsible Person (key-holder) has a mobile phone with them at the Pavilion, so that Emergency Calls can be made if necessary.

## **5. PREMISES LICENCE**

The granting of a licence for the Pavilion was given on condition of clear restrictions to minimise noise and annoyance to residents living close to the Pavilion. Users are particularly requested to respect these restrictions, listed under Noise, Car Parking, Alcohol & Smoking.

## a. NOISE

During the Covid-19 pandemic, good ventilation is required by opening some of the doors and windows.

If music is to be played, please keep the noise level down, so that it does not disturb the neighbouring houses. If we were to receive complaints from the neighbouring houses we might have to place a ban on music during the pandemic.

Music may only be played using the equipment provided; no other equipment, including discos or portable p.a. systems, is to be used at any time.

The User shall be responsible for ensuring that all their members/guests respect local residents and vacate the building in a quiet and orderly manner, especially after 11.00 p.m.

## **b. CAR PARKING**

The Pavilion is in a residential area and all residents must have access to driveways at all times. Car parking space is minimal therefore Users are requested to minimise car use, encourage walking, cycling or car sharing. No cars should be parked on the grass under any circumstances, nor in the private section of Church Lane.

Car users should approach via St. Pancras Green, not Church Lane which is a private road. Cars must be parked on the same side of the road as the houses on St Pancras Green with no staggered parking.

A turning space must be left at the junction of Church Lane and St. Pancras Green. Parked cars should not obstruct the bridleway beside the tennis courts. The User is responsible for ensuring that noise is kept to a minimum when cars are arriving / leaving, especially after 11.00 p.m.

## c. ALCOHOL

No sale of alcohol is permitted except by prior agreement with the Booking Secretary, and only when a TEN (Temporary Event Notice) from the Licensing Authorities is in force. Only 12 such licences are permitted per year for this venue. Each TEN will cost the User £21 Licence fee plus any administrative charges.

Alcohol may not be taken into the Pavilion for consumption except by prior agreement with the Booking Secretary.

No alcohol is to be stored in the Pavilion.

## d. SMOKING

Smoking is not allowed anywhere inside or in the immediate vicinity of the Pavilion.

## e. LIGHT POLLUTION

To keep light pollution to a minimum, during the evening, all users should draw the curtains, lower the kitchen blinds and turn off external lighting as soon as possible.

## 6. DAMAGE

Nothing of any kind shall be fixed, attached, added or alterations made to any part of the premises without the written permission of the KCPC.

The User will be held wholly responsible for any damage done to any part of the site, premises, fixtures, fittings or equipment during the time of their booking.

## 7. CLEANING

The User is responsible for ensuring that the premises are left in a clean and tidy condition at the end of each period of use, including the removal of all refuse and materials for recycling where possible. Users should bring their own tea towels and rubbish sacks. Extra toilet rolls are stored in the <u>cupboard closest to the TV in the main meeting room</u>.

Mops & buckets are labelled <u>and colour-coded</u> for separate use for <u>the</u>toilets, kitchen<u>and general</u> <u>areas</u>. Users must adhere to this.

KPC & KCPC cannot accept liability for loss or damage to any property of the User or other attendees, which is left at the Pavilion.

If the User fails to leave the premises in a clean and orderly state, the KPC shall be at liberty to make a charge for this work to be done. Special attention must be paid to the kitchen area.

Kingston Community Pavilion, St Pancras Green, Kingston, East Sussex BN7 3LN

#### **8. SECURITY**

All switchable lights must be turned off when leaving the premises and the doors locked and security alarm set. Internal doors must be closed to ensure that automatic lights go off. Members of KPC and KCPC shall have the right of entry to the premises at all times.

## 9. DOGS

No dogs are allowed in the Pavilion, except guide dogs.

#### **10. LEGAL LIABILITIES**

The User and other attendees shall comply with all laws, byelaws, rules, regulations or other statutory requirements imposed by the Local Authority and other statutory bodies, including the requirements of Health and Safety, including those concerned with the prevention of the spread of Covid-19, Fire, Children Acts, the care of Vulnerable Persons and Food Handling and Hygiene. KPC & KCPC shall not be liable for any claims arising from any death or of illness, including Covid-19, or of personal injury suffered by any person arising in any way from the User's or other attendees' negligence.

KPC & KCPC shall not be liable for any claims arising from any loss or damage to any property arising in any way from the User's or other attendees' negligence.

Businesses or commercial organisations who hire the premises for an event must possess their own Public Liability Insurance and provide proof of this.

These Conditions will be reviewed regularly by the Kingston Community Pavilion Committee and changed if necessary.

During the COVID- 19 Pandemic please also refer to the following documents:

- Special Conditions of Hire Winter 2021 (COVID- 19)
- Risk Assessment (COVID- 19)

I agree to the above Conditions

Signed: .....

Date : .....

Name, address and phone number of User/Group, Club, etc:

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Updated February 2022.

Review date – April 2022.