

DATED 3 July 2017

(1) THE HYDE GROUP

-and-

(2) KENNINGTON PARK ESTATE TENANTS' & RESIDENTS' ASSOCIATION

LICENCE TO OCCUPY ON SHORT TERM BASIS

**relating to the area known as Kennington Park Community Centre,
Kennington Park Estate
8 Harleyford Street, London SE11 5SY**

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THIS LICENCE made the 3 day of July 2017

BETWEEN

- (1) **THE HYDE GROUP** incorporated and registered in England and Wales with company number IP28851R whose registered office is at 30 Park Street, London SE1 9EQ (**Licensor**).
- (2) **KENNINGTON PARK ESTATE TENANTS' AND RESIDENTS' ASSOCIATION** registered as a recognised Tenants' Association by the Hyde Group Limited (**Licensee**).

OPERATIVE PART

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

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| "Building" | all that land and buildings known as Kennington Park Community Centre, Kennington Park Estate, Harleyford Street, London SE11 5SY or such reduced or extended area as the Licensor may from time to time designate as comprising the Building. |
| "Common Parts" | such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor. |
| "Competent Authority" | any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers. |
| "Designated Hours" | Monday to Sunday between the hours of 09:00 to 22:00 inclusive. |
| "Licence Fee" | the amount of one pound for the duration of this licence to occupy. |
| "Licence Fee Commencement Date" | 3 rd July 2017. |
| "Licence Period" | the period from and including 3 rd July 2017 to 31 July 2018 and thereafter until the date on which this licence is determined in accordance with clause 5. |
| "Necessary Consents" | all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use. |

"Permitted Use" Non-residential community centre within Use Class D1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

"Property" the land and buildings at Ground Floor, The Community Centre, Kennington Park Estate, London SE11 5SY which shall include all fixtures and fittings and plant and machinery thereon.

"Service Media" all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 5, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (in particular, but not exclusively, the Kennington Park Estate TRA) (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in The Schedule.
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- 2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- 3.1.1 to pay:
- (a) to the Licensor the Licence Fee payable as a sum of £1 for the period from and including the Licence Fee Commencement Date to the end of the month following such date to be made on 3rd July 2017; and
- 3.1.2 to keep the Property clean, tidy and clear of rubbish;
- 3.1.3 not to use the Property other than for the Permitted Use;
- 3.1.4 not to make structural or significant alterations or additions to the Property;
- 3.1.5 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;
- 3.1.6 to keep the Licensor informed of any change in use including amendments to policies and procedures in how the Property is used and gain agreement from Licensor before any changes are made
- 3.1.7 not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;
- 3.1.8 not to cause or permit to be caused any damage to:
- (a) the Property, Building or any neighbouring property; or
- (b) any property of the owners or occupiers of the Property, Building or any neighbouring property;
- 3.1.9 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

- 3.1.10 not to apply for any planning permission in respect of the Property;
- 3.1.11 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time;
- 3.1.12 to comply with all laws, adhere to health and safety policies and to comply with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.1.13 to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- 3.1.14 to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;

4. LICENSOR'S OBLIGATIONS

The Licensor agrees and undertakes:

- 4.1.1 to insure the Building; and
- 4.1.2 to be responsible for all repairs to the Building; and
- 4.1.3 to be responsible for internal decoration to the Property and to give reasonable prior notice to the Licensee before carrying out any internal decoration or change to fittings; and
- 4.1.4 to pay the business rates in connection with the use of the Property; and

5. TERMINATION

- 5.1 This licence shall end on the earliest of:
 - 5.1.1 the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3; and
 - 5.1.2 the expiry of not less than six months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 5.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6. NOTICES

- 6.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
 - 6.1.1 to the Licensor at: The Hyde Group, 30 Park Street, London SE1 9EQ and marked for the attention of the Community Centre, Kennington Park Estate, 8 Harleyford Street, London SE11 5SY and marked for the attention of the Head of the Hyde Foundation, or as otherwise specified.

- 6.1.2 to the Licensee at: 34 Hornby House, London SE11 5DA
- 6.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:
 - 6.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
 - 6.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.
- 6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7. NO WARRANTIES FOR USE OR CONDITION

- 7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.
- 7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 7.5 From 3rd of July 2017, Kennington Park Estate Tenants' & Residents' Association will be designated by Licensor as an official supplier for purchasing and payment purposes to claim any reasonable expenses that are incurred in the management of the community centre.

8. LIMITATION OF LICENSOR'S LIABILITY

- 8.1 Subject to clause 8.2, the Licensor is not liable for:
 - 8.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
 - 8.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
 - 8.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:
 - 8.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
 - 8.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the parties hereto have caused this Licence to be duly executed the day and year first before written

**THE SCHEDULE
RIGHTS GRANTED TO LICENSEE**

1. The right for the Licensee to use during the Designated Hours:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 The Service Media serving the Property.

Signed by J. Reynolds

for and on behalf of THE HYDE
GROUP

Jahanara Rajkumar

Head of Hyde Foundation

Signed by [Signature]

for and on behalf of KENNINGTON
PARK ESTATE TENANTS' &
RESIDENTS' ASSOCIATION

JOAN TWELVES

Chair of the Association

ADDENDUM TO LICENSE

Interim Management Arrangements Core Principles

1. Hyde will work with KPETRA to find a solution to keep the Centre open and operating as a venue available for community and other uses over the next 12 months-July 2017-July 2018.
2. Hyde will work with KPETRA to ensure the current user-groups who provide services of local community benefit are able to continue to use the centre over this period.
3. Hyde will work with KPETRA to encourage new groups to use the venue.
4. Hyde, as a landlord and owner of the centre, will ensure that all relevant repairs and maintenance obligations are carried out and adhere to all relevant legal and compliance requirements during this period.
5. During this interim period, Hyde will work with the KPETRA to agree a simple process to manage bookings and payment from new and existing user-groups. Hyde will provide staff resources to raise invoices and pay all relevant costs associated with the running of the centre until 31st March 2018. From January 2018, Hyde will explore how these activities can be managed after March 2018.
6. All income generated from the use of the centre will be used to pay for all associated running costs of the centre including all formal key-holder arrangements, repairs/maintenance costs and relevant bills (water, electricity, gas), marketing and booking costs.
7. Hyde will share details of monthly income and expenditure with the KPETRA relating to the centre. Financial information will clearly identify notional income from Hyde Foundation supported activities using the Centre without charge and all other 'free' bookings agreed to be counted as "notional income" between Hyde and KPETRA. This information is to be provided to KPETRA two days prior to monthly meetings.
8. Monthly meetings will be held between KPETRA and Hyde to discuss operational issues, finances and collectively resolve issues arising as appropriate.
9. The KPETRA will clarify the structure they will use to manage the centre by providing details of named persons and the functions that they will carry out in the management of the centre. Two people (with a third as cover) should be agreed as the primary contacts for Hyde to liaise with over this period.
10. The KPETRA will provide details of the wider collective that forms the management structure for the centre and the aims and objectives of this group during this period.
11. Hyde and KPETRA will agree a clear dispute resolution process should disputes arise in the management of the centre.
12. Hyde will keep KPETRA informed of any development and/or business plans that affect the use of the centre and its future.
13. Hyde will support KPETRA where it is reasonable to do so in consideration of financial and legal risks.