

PARTIES:

- (1) The Association named in clause 1.2 acting by its Management Committee ("AGDCA")
- (2) The person or organisation named in clause 1.3 ("Hirer")

AGREED as follows:

- 1.0 In consideration of the hire fee described in the Hallmaster booking system and confirmed by the Lettings Officer and damage deposit described in clause 1.5, the AGDCA agrees to permit the Hirer to use the premises described in clause 1.4 for the purpose described in clause 1.7 for the period(s) described in clause 1.1. The answers to the questions in clauses 1.7, 1.8 and 1.9 are terms of this agreement.
- 1.1 **Date and Time: Confirmed through the Hallmaster system and by the Lettings Officer.**
- 1.2 **Ashley Green & District Community Association:**
 - a) Registered charity No.: **292478**
 - b) Authorised Representative: **The Lettings Officer**
 - c) Email: **lettings@ashleygreen.org.uk**
- 1.3 **Hirer: (Note: Person must be 18 years of age or over.) Confirmed through the Hallmaster system and by the Lettings Officer.**
- 1.4 **Premises As confirmed by the Hallmaster system and by the Lettings Officer will either be:**
 - a) **Old School (Ashley Green, Chesham, Bucks, HP5 3PP); or**
 - b) **Memorial Hall (Two Dells Lane, Ashley Green, Bucks, HP5 3RB).**
- 1.5 **Deposit: £ 100.00 or otherwise agreed with the Lettings Officer.**

The deposit will be transferred by bank transfer to the AGDCA bank account at the time of booking to secure the booking, which is not secured until the deposit is received. The deposit will be refunded by bank transfer within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents during the period of the hiring as a result of the hiring (please refer to the Standard Conditions (SC) below and the End of Hiring Checklist enclosed with this agreement.)

Payment is by bank transfer to: Ashley Green Community Association; Account Number: 61383965; Sort Code 40-10-09.
- 1.6 **Hiring Fee: As per the booking through the Hallmaster system and confirmed by the Lettings Officer. Payment in full should be made at least 21 days before the event to confirm the hire otherwise the booking may be regarded as lapsed. The hire is not confirmed until full payment including the deposit has been received.**
- 1.7 **Purpose of Hiring: The Hirer must confirm to the Lettings Officer whether:**

Will the event(s) be open to the public?
- 1.8 Will there be any music or exhibition of a film at the event(s)?
- 1.9 Is alcohol to be provided at the event(s)?

If so, will alcohol be for sale at the event(s)?
If 'yes', you need AGDCA permission before obtaining a licence. (See section 'SC3 - Licences' below).
Please provide a copy of the licence obtained.
- 2.0 The Hirer agrees with the AGDCA to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained or referred to in the Standard Conditions (SC) together with the Special Conditions (if any) set out in the Schedule attached.
- 3.0 It is hereby agreed that the Standard Conditions (SC) detailed below, together with any Special Conditions of Hire attached hereto together with any Special Conditions of Hire contained in the attached Schedule shall form part of the terms of the Hiring Agreement unless specifically excluded.
- 4.0 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contract (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
DISPUTES. Every effort will be made to settle any disputes amicably but if this is not possible, the AGDCA will have the final decision.

Standard Conditions “SC”

The Standard Conditions (SC) below apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Lettings Officer should be consulted immediately.

SC1. Supervision

The Hirer, not being a person under 18 years of age, shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by a representative of the AGDCA Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

SC2. Use of Premises

The Hirer shall not use the premises, including the car park, for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

SC3. Licences

The Hirer shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor from the local council. The Hirer should note that the AGDCA holds a current licence with the Performing Rights Society.

SC4. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

SC5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing, music or similar public entertainment or stage plays.

Fire Risk Safety Compliance

The AGDCA have completed a Fire Risk Assessment for all its building and each hirer will be supplied with a copy, it is the hirer's responsibility to ensure they have read the Fire Risk Assessment and beware be fully familiar with the location of the firefighting equipment, escape routes and muster points.

Each Hirer must:

- 1) Must review the Fire Risk for their booking including the mobility of their participants and be fully confident that in the event of a fire that all their participants can exit the building in a safe and timely manner.
- 2) The AGDCA Management Committee encourages all regular users of the Hall to carry out their own Fire Risk Assessment, highlighting the areas that pertain to their own group of users and their activities and submit a copy to the Lettings Officer.
- 3) Inform your participants at the start of the hiring period the location of all the escape routes if a fire is started or an alarm goes off.
- 4) Hirers must have a register of users, to be used in the event of evacuation, noting anyone who may need physical assistance to evacuate the building.
- 5) Must organize a fire marshal to check the building has been vacated after alarm and that the fire brigade has been called out (as appropriate) by ringing 999 as soon as it safely possible to do.

SC6. Health and Hygiene

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

SC7. Electrical Appliance Safety

The Hirer must ensure that any electrical appliances brought by the Hirer 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.

SC8. Indemnity – Please note that if you are running a class or similar the Hirer is recommended to take out adequate insurance.

The Hirer shall indemnify and keep indemnified each member of the Management Committee of the AGDCA and employees, volunteers, agents and invitees against:

- a) the cost of repair of any damage done to any part of the premises or surrounding area (curtilage) or the contents, including Wi-Fi service, of the premises and
 - b) 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 the storage of equipment) by the Hirer.
 - c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service (if any), and
 - d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
- (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Lettings Officer. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

Therefore, it is recommended that the Hirer take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire. (The AGDCA is insured against any claims arising out of its own negligence).

SC9. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the AGDCA Management Committee (e.g. the Lettings Officer) as soon as possible and complete the relevant section in the AGDCA's accident book. Any failure of equipment, either that belonging to the AGDCA or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The AGDCA's Lettings Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

FIRST AID. The Hirer is responsible for supplying their own **First Aid Kit**. The premises does not provide one.

SC10. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the AGDCA. No animals whatsoever are to enter the kitchen at any time.

SC11. Safeguarding of all Children, Young People and vulnerable Adults with Compliance to The Children Act 1989 & 2004

The AGDCA Safeguarding Policy is at the end of this document

The hirer needs to comply with responsibilities for the safety and care of children under the Children Act 1989 and 2004 the Care Act 2014; the hirer has a duty for the care and protection of Children, young people and vulnerable. All hirers with recurring activities need to **additionally** confirm that they will follow the AGCA

safeguarding policy and procedures in addition to any other safeguarding procedures that is appropriate to the hirers activity. This includes agreement of Disclosure and barring checks for any adult who may be alone with Children, young people and vulnerable adults.

SC12. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the AGDCA Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

SC13. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used 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.

SC14. Cancellation – Event Bookings

If the Hirer wishes to cancel the booking before the date of the event and the AGDCA is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the AGDCA.

The AGDCA reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election
- b) the AGDCA Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- c) the premises becoming unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the AGDCA shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

SC15. End of Hire

The Hirer shall, unless directed otherwise, be responsible for leaving the premises properly locked and secured (by the time specified in the Hiring Agreement), with any contents temporarily removed from their usual positions properly replaced and with the premises *and surrounding area* in a clean and tidy condition with **all rubbish removed and taken away**, otherwise the AGDCA shall be at liberty to make an additional charge. **An End of Hiring Checklist is attached to these Terms and Conditions**. Cleaning equipment is available at the Hall. **As a minimum** the dust mop must be used to sweep the floor after each hire period.

SC16. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and that **ALL** noisy activities, such as but not limited to discos or live bands, cease no later than 22:30 (10:30pm) on a Sunday and 23:00 (11:00pm) on any other day.

SC17. Stored Equipment

The AGDCA accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The AGDCA may, at its discretion in any of the following circumstances, namely –

- a) in respect of stored equipment, failure by the Hirer either to pay storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;
- b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring

dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

SC18. No Alterations

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 the prior written

approval of the Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the AGDCA remain in the premises at the end of the hiring and become the property of the AGDCA or be removed by the Hirer who must make good to the satisfaction of the AGDCA any damage caused to the premises by such removal.

SC19. No Rights

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

SC20. No Smoking

The Hirer shall ensure that no smoking is permitted inside the premises. Cigarette butts and packets left outside the premises must be removed in accordance with **SC15** above.

SC21. Maximum Capacity

The maximum capacities for premises let by the AGDCA are:

Memorial Hall: 230 persons (150 if dancing or other physical activity is to be undertaken).

Old School: 80 persons (Adlington Room = 40, Bennett Room = 40).

The maximum capacity is not to be exceeded under any circumstances.

SC22. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

SC23. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol;
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

SC24. Wi-Fi Services (anticipated to be installed in 2021)

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

- (i) not to use the Wi-Fi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) interfering with any other persons use or enjoyment of the Wi-Fi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

SC25. Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our Wi-Fi service;
- (ii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) if you resell access to our Wi-Fi service; or
- (v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

SC26. Availability of Wi-Fi Services

- (i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service

will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

- (ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

SC27. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using our Wi-Fi service, you agree to the terms of this SC27. If you would like more information or object to anything in these conditions, you should speak to:
When using the Wi-Fi service the Hirer agrees at all times to be bound by the following provisions:
 - (a) not to use the Wi-Fi service for any for the following purposes:
 - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (iii) interfering with any other persons use or enjoyment of the Wi-Fi service; and
 - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
 - (b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

SAFEGUARDING

SC29. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

SC30 MANAGEMENT'S RIGHTS AND RESPONSIBILITIES.

The Hall management committee reserves the right to change these terms and conditions without notice or impose special conditions for any event if it considers it necessary. The management provides premises for hire as seen and accepted by the hirer and to the best of its ability and knowledge ensures that those premises are safe and comply with any appropriate legislation in relation to Health and Safety, Buildings and Fire in force at that time.

ATTACHMENTS:

- 1) End of Hiring Checklist – Memorial Hall
- 2) End of Hiring Checklist – The Old School

These COVID Conditions are currently not required

SPECIAL CONDITIONS RELATED TO COVID-19

Whilst the UK Government has relaxed all restrictions the AGDCA require all hirers to remain COVID ALERT

Reducing the risk of transmission remains essential and Hirers should:

- 1) Conduct their own risk assessment to limit any potential spread of COVID-19.*
- 2) Be responsible for both their own and their participants health and safety including track and trace for the period in which they hire.*
- 3) It is good practice to clean any surfaces that are likely to be used by other hirers.*

The Letting Officer can provide you with the following documents if this would assist you to comply with the above

- 4) AGDCA Special Terms and Conditions for Hiring and Using the Buildings - Updated 8th April 2021*
- 5) AGDCA COVID-19 Risk Assessment for Community Halls - Updated 8th April 2021*

Please be aware that on agreeing this agreement the Hirer is entering into a contract that could be used in evidence should legal action become necessary.

End of Hiring Checklist – Memorial Hall

We hope that your event has been a success and that you have enjoyed your time in the Ashley Green Memorial Hall.

To assist with your tidying and cleaning, please find below a list of things to do or check before the end of your hiring. If electrical/gas items (e.g. lights, heaters, cookers etc) are left on, items are damaged or broken or additional cleaning is required after your booking, the Community Association incurs a cost. Where applicable, the amount that will be deducted from your deposit to help cover such costs is shown in the 'Deduction' column. All equipment breakages and certain injuries must be reported to the Lettings Officer. Please use the space provided after the checklist below to inform us of any breakages or injuries.

Brushes, mops, buckets etc can be found in the kitchen cupboard (opposite the cooker). Cleaning solutions can be found under the kitchen sinks. Please replace all equipment after use. *Please DO NOT use the blue scissor-sweeper on a wet floor.* Please note that you will need to bring your own 'tea towels' for drying items after washing up.

| ✓ | Kitchen | Deduction |
|---|---|----------------|
| | Fridges – Emptied, cleaned, switched off and <u>doors left open</u> | £5.00 |
| | Crockery, Cutlery etc – Washed up and put away where originally found | £30 per hour |
| | Worktops - Wiped down | £30 per hour |
| | Hot Water Urn – Switched off at the wall | £5.00 |
| | Hot Cupboard (under the shutter) - Emptied and switched off | £5.00 |
| | Cooker – Turned off (and cleaned where necessary) | £20.00 |
| | Dishwasher (if used) – DRAIN cycle completed (see dishwasher instructions for details) | £2.00 |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Rubbish – Bin emptied and all rubbish removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Shutter – Pulled down | - |
| | Lights – Turned off | £2.00 |
| | All switches – If it has a red light on, please turn it off (does NOT apply to the insect zapper) | £5.00 |
| | Doors – Hall door shut, back/outside door <u>shut and locked</u> | £2.00 |

| ✓ | Bar (if used) | Deduction |
|---|---|----------------|
| | Drinks Cooler – Emptied, cleaned, switched off and doors left open | £5.00 |
| | Glasses – Washed, dried and replaced in crates | £30 per hour |
| | Worktops – Wiped down | £30 per hour |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Rubbish – Bin emptied and all rubbish removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Shutter – Down and locked | £2.00 |
| | Lights – Turned off | £5.00 |
| | Door – Shut and locked | £2.00 |

| ✓ | Hall | Deduction |
|---|---|----------------|
| | Tables & Chairs – Replaced on the stage neatly, as they were found | £30 per hour |
| | Rubbish – All rubbish must be removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Spills – Cleaned up | £30 per hour |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Heaters – Turned off at the wall (check ALL heaters are off) | £50.00 |
| | Lights – Turned off (Including OUTSIDE lights) | £5.00 |
| | All switches – If it has a lit, red warning light, please turn it off | £5.00 |
| | Doors – Shut and locked | £2.00 |

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|---|--|----------------|
| ✓ | Toilets | Deduction |
| | Rubbish – Bins emptied and all rubbish removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Toilets – Sinks and surfaces cleaned where necessary | £30 per hour |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Lights – Turned off | £5.00 |

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|---|---|----------------|
| ✓ | Outside | Deduction |
| | Rubbish - Remove all rubbish, e.g. bottles, cans, balloons and cigarette butts/packets | £20 + £30/hour |
| | If any glass is found outside after your booking, the entire vicinity has to be checked | £50.00 |
| | Lights – Turned off (switch in the main hall, next to the internal light switches) | £5.00 |

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| ✓ | Sundry | Deduction |
| | Windows – Ensure that <u>all</u> windows in all the areas you have accessed have been shut firmly | £5.00 |
| | Broken items e.g. cups, glasses, plates etc (please report these in the space provided below) | Min £2.00 each |
| | PLEASE TAKE <u>ALL</u> RUBBISH AWAY WITH YOU | £20 + £30/hour |

Please provide details of any breakages of equipment, fixtures or fittings belonging to the Memorial Hall:

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Please provide details of any injuries serious enough to require use of the first aid kit or requiring the attention of a medical professional:

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Please use the space below for any other comments, notes or anything else you wish to bring to attention of the Community Association via the Lettings Officer:

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End of Hiring Checklist – Old School

We hope that your event has been a success and that you have enjoyed your time in the Ashley Green Old School.

To assist with your tidying and cleaning, please find below a list of things to do or check before the end of your hiring. If electrical/gas items (e.g. lights, heaters, cookers etc) are left on, items are damaged or broken or additional cleaning is required after your booking, the Community Association incurs a cost. Where applicable, the amount that will be deducted from your deposit to help cover such costs is shown in the 'Deduction' column. All equipment breakages and certain injuries must be reported to the Lettings Officer. Please use the space provided after the checklist below to inform us of any breakages or injuries.

Brushes, mops, buckets etc can be found in the large cupboard in the Bennett Room (opposite the main door from the corridor). Cleaning solutions can be found under the sink in the Bennett Room bar/kitchen area. Please replace all equipment after use. Please note that you will need to bring your own 'tea towels' for drying items after washing up.

| ✓ | Kitchen (if used) | Deduction |
|---|---|----------------|
| | Crockery, Cutlery etc – Washed up and put away where originally found | £30 per hour |
| | Worktops – Wiped down | £30 per hour |
| | Cookers – Wiped down and turned off | £20.00 |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Rubbish – Bin emptied and all rubbish removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Lights – Turned off | £5.00 |
| | Door – Shut and locked | £2.00 |

| ✓ | Bar/Kitchen Area (Bennett Room) | Deduction |
|---|--|----------------|
| | Drinks Cooler – Emptied, cleaned, switched off and door left open | £5.00 |
| | Crockery, Cutlery, Glasses etc – Washed up and put away where originally found | £30 per hour |
| | Worktops – Wiped down | £30 per hour |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Rubbish – Bins emptied and all rubbish removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Urn – Switched off and put back in cupboard | £5.00 |
| | Lights – Turned off | £5.00 |

| ✓ | Bennett Room and/or Adlington Room (as appropriate) | Deduction |
|---|---|----------------|
| | Tables & Chairs – Put back as they were found | £30 per hour |
| | Rubbish – All rubbish must be removed from the premises (i.e. taken home) | £20 + £30/hour |
| | Spills – Cleaned up | £30 per hour |
| | Floor – Swept (and mopped where necessary) | £30 per hour |
| | Internal Doors – Closed | - |
| | Lights – Turned off | £5.00 |
| | Outside Doors – Shut and locked | £2.00 |

| ✓ Toilets | Deduction |
|--|----------------|
| Rubbish – Bins emptied and all rubbish removed from the premises (i.e. taken home) | £20 + £30/hour |
| Toilets – Sinks and surfaces cleaned where necessary | £30 per hour |
| Floor – Swept (and mopped where necessary) | £30 per hour |
| Lights – Turned off | £5.00 |

| ✓ Outside | Deduction |
|--|----------------|
| Rubbish - Remove all rubbish, e.g. bottles, cans, balloons and cigarette butts/packets | £20 + £30/hour |
| If any glass is found outside after your booking, the entire vicinity has to be checked. | £50.00 |
| Gates – Shut and padlocked | £5.00 |

| ✓ General | Deduction |
|---|----------------|
| Windows – Ensure that <u>all</u> windows in all the areas you have accessed have been shut firmly | £5.00 |
| Broken items e.g. cups, glasses, plates etc (please report these in the space provided below) | Min £2.00 each |
| PLEASE TAKE <u>ALL</u> RUBBISH AWAY WITH YOU | £20 + £30/hour |

Please provide details of any breakages of equipment, fixtures or fittings belonging to the Old School:

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Please provide details of any injuries serious enough to require use of the first aid kit or requiring the attention of a medical professional:

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Please use the space below for any other comments, notes or anything else you wish to bring to attention of the Community Association via the Lettings Officer:

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2025 Safeguarding Policy & Reporting Procedure of Ashley Green and District Community Association (“AGDCA”)

'For reporting a safeguarding concern please see section 7'

1. Purpose

Safeguarding and promoting the welfare of children and adults at risk from abuse or neglect. This policy defines how the AGDCA operates to safeguard children, young people and adults at risk of abuse or neglect. We (AGDCA committee) have a duty of care and are committed to the protection and safety of everyone who enters our premises including children, young people and adults at risk involved as visitors and/or as participants in all activities and events. We also have a duty to safeguard and support our trustees, volunteers and staff.

2. Definitions

Children and young people are defined as those persons aged under 18 years old. This policy will apply to all staff, contractors, hirers, and volunteers and will be used to support their work.

Safeguarding and promoting the welfare of children is defined as:

- protecting children from maltreatment.
- preventing impairment of children’s health and development.
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care.
- taking action to enable all children to have the best outcomes.

This policy has been drawn up on the basis of legislation, policy and guidance that seeks to protect children in England. A summary of the key legislation is available from www.nspcc.org.uk/learning .

Adult at risk of abuse or neglect

For the purposes of this policy, adult at risk refers to someone over 18 years old who, according to paragraph 14.2 of the Care Act 2015:

- has care and support needs.
- is experiencing, or is at risk of, abuse or neglect as a result of their care and support needs.
- is unable to protect himself or herself against the abuse or neglect or the risk of it.
- If someone has care and support needs but is not currently receiving care or support from a health or care service, they may still be an adult at risk.

3. Persons affected

- All trustees, volunteers, and staff.
- All those attending any activity or service that is being delivered from the Memorial Hall, Old School, Green Room or Wykes Building.
- All hirers using the premises for activities.

4. Policy principles

The AGDCA is committed to the following principles:

- The welfare of the child, young person or adult at risk is paramount.
- All children, young people and adults at risk have the right to protection from abuse.
- Safeguarding is everyone's responsibility: for services to be effective each professional and organisation should play their full part.
- The AGDCA has a zero-tolerance approach to abuse.
- There can be no excuses for not taking all reasonable action to protect children & adults at risk of abuse, exploitation, radicalisation, and mistreatment. All citizens of the United Kingdom have their rights enshrined within the Human Rights Act 1998. People who are eligible to receive health and community care services may be additionally vulnerable to the violation of these rights by reason of disability, impairment, age, or illness.
- The AGDCA recognises that under the Care Act 2014, it has a duty for the care and protection of adults who are at risk of abuse. It also recognises its responsibilities for the safety and care of children under the Children Act 1989 and 2004.
- The AGDCA is committed to promoting wellbeing, harm prevention and to responding effectively if concerns are raised. All suspicions and allegations of abuse must be properly reported to the relevant internal and external authorities and dealt with swiftly and appropriately.
- The AGDCA is aware of the work of their local safeguarding Board/Partnership and other support organisations on the development and implementation of procedures for the protection of adults vulnerable from abuse. The policy is about stopping abuse where it is happening and preventing abuse where there is a risk that it may occur.

5. Procedures for Safeguarding Policy- please see details of procedure action at the end of the document

Reporting concerns

All trustees, volunteers and room hirers conducting activities who have safeguarding concerns or where allegations of abuse have been made will agree to follow the guidance in this procedures section below.

Hiring Procedures

The hall committee will ensure that all hirers of the hall have signed a hiring agreement. All 'regular' hirers who wish to use the hall for recurring activities which include children, young people or adults at risk, will need to **additionally** confirm that they will follow the AGDCA safeguarding policy and procedures, in addition to any other safeguarding procedures that is appropriate to the hirers activity.

This includes agreement of Disclosure and Barring checks for any adult who may be alone with Children, young people and vulnerable adults through the Disclosure and Barring Service.

- 1) A member of the committee will be appointed to administer this for child and adult at risk safeguarding matters. All incidents that have occurred in our premises that been reported to Police or Local Authority Safeguarding Teams need also to be reported to the ADGCA safeguarding Lead. The named person is Dr Shelagh Watts until June 2026. Email though lettings@ashleygreen.com

6. Safeguarding procedures for all hirers, activity organisers and Trustees of ADGCA

Hiring Procedures

Each room hirer activity organiser will agree to the following reporting procedure detailed below when there are safeguarding concerns.

In addition, each room hirer or activity organiser responsible for recurring activity sessions will be responsible for writing their own procedures specific to their activity to ensure safety of the Children &

Young people in their responsibility. For example, ensuring safety of activities with risk assessments, keeping children safe on line, codes of conduct for staff, response to bullying, information sharing, photography permissions, adult to child ratios.

Extensive Guidance for this can be found in the links below

Disclosure and Barring Checks (DBS) Procedures for all hirers, activity organisers and Trustees of ADGCA

In confirming agreement for the safeguarding and procedures process, this includes agreement of Disclosure and Barring checks for any adult who may be alone with Children, young people and vulnerable adults.

Each hirer or activity organiser needs to confirm that they and any adult who may be alone with their clients holds a Disclosure and Barring Service (DBS) document that is dated within the last 5 years.

All new hirers provide need evidence for this in their first term on booking the hall, and regular hirers will be asked to give evidence of this periodically during their tenure. Guidance for obtaining this are in the links below

7. Reporting concerns for all those users of ADGCA Premises

- All suspicions or allegations of abuse against a child or adult at risk will be taken seriously and dealt with speedily and appropriately, following the guidance in this policy (see below).
- An Allegation may relate to a person who works or lives or befriends children or adults at risk who has:
 - behaved in a way that has harmed a child or adult at risk or may have harmed a child or adult at risk.
 - possibly committed a criminal offence against or related to a child or adult at risk; or behaved towards a child or children or adult at risk in a way that indicates they may pose a risk of harm to children.

If a Child or Adult is in immediate danger call 999

Everyone has the requirement to report any concerns about children, young person or vulnerable adults. The NSPCC will discuss and advise with any caller whether steps need to be taken to report concerns.

NSPCC HELPLINE 0808 800 5000.

OPEN Monday - Friday 8am to 10pm, and S -S 9am to 6pm

Email: help@nspcc.org.uk

For any incident or information gained that is of concern the individual receiving the information should write notes of conversations and actions taken with time and date with your signature to aid memory if reporting required.

Any incident of a child (up to 18 years) should be reported to Bucks Multi-Agency First Response Safeguarding ub

<https://www.buckssafeguarding.org.uk/childrenpartnership/reporting-a-concern/report-a-concern-professional/>

CALL 01296 383962 M-F 9-5pm

If you need an urgent response outside of these hours, contact the Emergency Duty Team (EDT) on 0800

999 7677.

Email: secure-cypfirstresponse@buckinghamshire.gov.uk

Or for a child living in Hertfordshire call Herts Safeguarding Children's Partnership
CALL 0300 1234043 24hrs

<https://www.hertfordshire.gov.uk/services/childrens-social-care/child-protection/hertfordshire-safeguarding-children-partnership/hscp.aspx>

Concerns about Adult safety in Hertfordshire call 03001234042 24hrs

<https://www.hertfordshire.gov.uk/services/adult-social-services/report-a-concern-about-an-adult/report-a-concern-about-an-adult.aspx>

Concerns about Adult safety Buckinghamshire email the link below

<https://www.buckssafeguarding.org.uk/adultsboard/report-a-concern/>

<https://adultsportal.buckinghamshire.gov.uk/web/portal/pages/saconcernpub#hSaPub>

Please report any incidences of such concerns or reporting of incidents to the AGDCA safeguarding lead Dr Shelagh Watts via lettings@Ashleygreen.org.uk . All such information will be held confidentially.

If a Child or Adult is in immediate danger call 999

8. Guidance for hirers and activity organisers for writing safeguarding procedures and DBS application.

If a new safeguarding Policy and Procedure (what you do to keep a child safe) needs to be written for your activity, templates for a policy can be downloaded from NSPCC <https://learning.nspcc.org.uk> .

OR the Ann Craft trust (for adults & Young people with special attention to sport)

<https://www.anncrafttrust.org>

Procedures that you need to add to your policy should be tailored to your activity but should clearly state action needed to report concerns by any child or worker and follow the ADGCA reported procedure above.

A DBS certificate is needed for those who have are working (unsupervised for any part of the activity) with children or vulnerable adults.

Please be aware what is relevant to your situation in regards to your safeguarding procedures;
For example, if you are a lone worker, NSPCC has detailed checklist what is required in regards to safeguarding to keep you and your clients safe, and how to deal with any issues that might arise.

<https://learning.nspcc.org.uk/safeguarding-child-protection/lone-working>

Adult /child supervision and ratios for care:

<https://learning.nspcc.org.uk/research-resources/briefings/recommended-adult-child-ratios-working-with-children#article-top>

Risk assessments for planning trips or activities:

<https://learning.nspcc.org.uk/news/2019/october/managing-safeguarding-risks-when-planning-activities>

If your clients are using the internet during their activity:

<https://learning.nspcc.org.uk/media/1599/online-safety-agreement-example.pdf>

A copy of your Policy, procedures will be kept on file with your contract. Evidence of DBS certificates will need to be seen by the named AGDCA safeguarding lead.

All information will be kept confidentially and will need to be renewed every 3 years.

Appendix

Additional Safeguarding Policy & Procedures for all Trustees of ADGCA

Members of Committee

- 1) All members of the committee will have signed the Trustee Statement of Eligibility form* for trustees which includes a declaration that they have no convictions in relation to abuse.
- 2) All members of the committee will familiarise themselves with safeguarding responsibilities, seek clarification and training if needed on safeguarding issues including whistleblowing, reporting concerns to ensure that they understand the principles set out in this policy at 4 above.
- 3) All members of the committee will work together to promote a culture that enables issues about safeguarding and promoting welfare to be addressed.
- 4) All members of the committee, helpers or other volunteers will not have unsupervised access to children or adults at risk unless appropriately vetted.
- 5) The hall committee will follow safe recruitment practices. (see appendix B).
- 6) A member of the committee will be appointed to be responsible for child and adult at risk safeguarding matters.
- 7) The village hall management committee will carry out a bi-annual review of this policy.

Safe Recruitment Procedures

The AGDCA will practice safe recruitment where the committee has employees. This will include self-employed cleaners and caretakers, but this may also include volunteers or anyone working for the village hall committee and having **unsupervised access** to vulnerable users e.g. organising a lunch for older people or running an activity for children or volunteers undertaking a task at the village hall.

All newly recruited staff (from January 2021), working directly for the village hall must:

- Complete an application form which shows their employment history.
- Provide at least two references, one being the most recent/latest employer/school/college.
- If working directly with children or adults at risk one of the references should come from someone who has supervised them working with children or adults at risk before. This should confirm that in their opinion they are suitable to work with children/adults at risk.
- If working directly with children or adults at risk, they should be checked under and Barring Service and a copy of the disclosure kept in the safeguarding file.