

# Fawkham Village Hall

Registered Charity Number 802536

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## Standard Conditions of Hire

(If the hirer is in any doubt as to the meaning of the following, the Clerk to the Parish Council should immediately be consulted).

1. The Hirer will during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking to guarantee there is no obstruction of the highway and to ensure there is **no use of resident only parking spaces at all times** (please see parking plan below). Further no nails or screws shall be used to put up decorations attached to the mini-trunking which contains the electrical services. The Hirer shall take down and dispose of any decorations used for their event (both internally and externally).
2. Please Note: The Hall, in compliance with the Law, is a **No-Smoking Zone**. The Area around the Hall shall be left litter free (including dog-ends).
3. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let 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 any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
4. The Hirer shall be responsible for obtaining such licenses as any be needed whether from the sale, or supply of intoxicating liquor, The Performing Rights Society, or otherwise and for the observance of the same.
5. The Hirer shall adhere to the hall's **maximum capacity of 160 people**.
6. 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 or music or similar public entertainment.
7. The Hirer shall indemnify the Fawkham Village Hall for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of hire as a result of hiring.
8. If the Hirer wishes to cancel the booking before the date of the event and the Fawkham Village Hall 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 Fawkham Village Hall.
9. Upon entering the hall turn on the electric switch found in the electricity cupboard in the kitchen. Pull the labelled switch up to turn the electricity on and the switch down to turn the electricity off. **The hirer must ensure the electric switch is turned off before leaving the hall.**
10. If the hirer is using the dishwasher use the short 30 minutes cycle indicated on the front of the machine. Ensure the cycle has finished and the dishwasher unloaded before turning off the electricity and leaving the hall.
11. If it is dark outside during the hire period, turn on the labelled switch in the electricity cupboard in the kitchen in order to turn on the outside floodlights. Ensure the flood lights are turned off before leaving the hall.
12. The Hirer is responsible for ensuring that no equipment/chairs are dragged across the floor. Chairs must either be carried one at a time or the trolley provided must be used. Equipment used during the hire period such as

mini trampolines should be placed on mats to prevent possible damage to the floor. Users will be responsible for the full cost of any damage that occurs to the floor during the hire period.

13. At the End of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. **ALL REFUSE SHALL BE REMOVED BY THE HIRER. THE ELECTRICITY SUPPLY SHALL BE TURNED OFF AS AT POINT 8 ABOVE. THE PREMISES SHALL BE PROPERLY LOCKED AND SECURED.** Any contents temporarily removed from their usual positions properly replaced, otherwise Fawkham Village Hall shall be at liberty to make an additional charge.
14. At the End of the hiring the Hirer shall be responsible for returning the key safely to the Clerk at the address provided.
15. The Fawkham Village Hall Reserves the right to cancel this hiring in the event of the Hall being required for use as a polling station for a Parliamentary or Local Government election or by election, in which case the Hirer shall be entitled to a refund of any deposit already paid.
16. In the event of the Hall or any part thereof being rendered unfit for the use for which is has been hired the Fawkham Village Hall shall not be liable to the Hirer for any resulting loss or damage whatsoever.
17. Any Equipment brought into the Hall must be removed, for example unsold items from a jumble sale or bar equipment.
18. Accidents and dangerous occurrences. You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Parish Council Clerk will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

**As Witness the hands of the parties here to:**

<p><i>Grace Champion</i> ..... Signed on behalf of Fawkham Village Hall by the Authorised representative named below at (2).</p>	<p>..... Signed by the person named at (3) below on behalf of the Organisation/Hirer</p>
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## Hiring Agreement

This Agreement is made on the date (1) and between Fawkham Parish Council as Sole Trustees of Fawkham Village Hall (2) and the Hirer (3) named below whereby in consideration of the sum(s) below, viz: -

The Fawkham Village Hall agrees to permit the Hirer to use the premises (5) for the purpose (5) and for the period(s) all described below.

(1) **Date on Customer Booking Invoice.**

(2) **Fawkham Village Hall:**

Authorised representative(s) of Fawkham Parish Council:  
Mrs Grace Champion  
6 Small Grains  
Fawkham

DA3 8NT  
07503651138  
[fawkhampc@gmail.com](mailto:fawkhampc@gmail.com)

(3)

<b>Name of Hirer:</b>	
<b>Name of Organisation:</b> (if appropriate) <b>Name of Authorised Representative:</b> (if appropriate)	
<b>Address of hirer:</b>	
<b>Telephone number:</b>	
<b>email:</b>	

(4)

- Fawkham Village Hall uses personal data for the purposes of managing hall bookings, finances, events and publicity. Please tick here if you are unwilling for us to share your contact details with other groups and organisations benefitting the residents of the Parish of Fawkham

(5) **Premises:** The whole of the Village Hall

**N.B. The Hall must be vacated by 12.00 midnight.**

(6) **Hiring fee:**

**Your Hiring Fee is set out on your invoice. By signing this agreement, you agree that all details on your invoice (including purpose of hire) are correct and accurate and you are happy to pay this fee in full.**

**Your deposit must be paid immediately to hold your booking. Hall hire fee must be received 7 days prior to hire date. Please confirm via email once you have made your payment(s).**

In addition, a Damages/Cleaning Deposit of £100.00 will be paid by the hirer to Fawkham Village Hall who, **within 28 days of the termination of the period of hire**, will repay such deposit to the hirer less the cost of rectifying any damage or of cleaning the premises and/or contents thereof during the period of the hiring as a result of the hiring. This payment should where possible be made by cheque. Cheques to be made payable to "Fawkham Village Hall". Regular hirers should where possible pay their deposit by bank transfer or, if paid by cheque, renew this cheque every six months to ensure it is valid.

N. B. The Hirer agrees with the Fawkham Village Hall to observe and perform the provisions and stipulations contained or referred to, in the Fawkham Village Hall Standard Conditions of Hire for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Addendum attached.

# Village Hall Parking Guide



Please park only in the public parking areas indicated.

DO NOT PARK In any of the yellow area indicated, this is for residents only.

# Appendix A

## Safeguarding Policy

### 1. Purpose

#### **Safeguarding and promoting the welfare of children and adults at risk from abuse or neglect.**

This policy defines how Fawkham Village Hall operates to safeguard children, young people, and adults at risk of abuse or neglect.

We 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 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.

#### **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 Section 42 of the Care Act 2014:

- 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.

#### **Persons affected**

- All trustees, volunteers, and staff.
- All those attending any activity or service that is being delivered from the village hall charity property.
- All visitors and contractors.

### 3. Policy principles

There can be no excuses for not taking all reasonable action to protect children and adults at risk from abuse or neglect. 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.

Fawkham Village Hall charity has a zero-tolerance approach to abuse.

Fawkham Village Hall charity 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.

Fawkham Village Hall charity is committed to promoting wellbeing, harm prevention and to responding effectively if concerns are raised.

Fawkham Village Hall charity 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 children and adults at risk.

The policy is about stopping abuse where it is happening and preventing abuse where there is a risk that it may occur.

The PC as sole trustee 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; and
- All suspicions and allegations of abuse must be properly reported to the relevant internal and external authorities and dealt with swiftly and appropriately.

#### **4. Procedures**

- A. The PC as sole trustee will work to promote a culture that enables issues about safeguarding and promoting welfare to be addressed.
  - B. All members of the committee, helpers or other volunteers will not have unsupervised access to children or adults at risk unless appropriately vetted.
  - C. The PC as sole trustee will follow safe recruitment practices.
  - D. The PC as sole trustee has appointed the Clerk to the Parish Council to be responsible for child and adult at risk safeguarding matters and will undertake training where appropriate on safeguarding issues including whistleblowing where it is available and offered by their local safeguarding board/partnership or other local support organisation **and** ensure that they understand the principles set out in this policy at 3 above.
  - E. The Clerk will have responsibility for reporting concerns that arise, as a matter of urgency, to the relevant safeguarding agency.
  - F. Grace Champion is the current Clerk to the Parish Council and, until such time as a new clerk is employed by Fawkham Parish Council, is responsible for safeguarding matters. The Clerk relies on hirers of the hall to inform the PC of safeguarding concerns to be able to report concerns correctly and in a timely manner.
  - G. The Safeguarding Representative trustee will familiarise themselves with safeguarding responsibilities.
  - H. All suspicions or allegations of abuse against a child or adult at risk will be taken seriously and dealt with speedily and appropriately. The appointed person will know who to contact and where to go for support and advice in relation to an allegation, a concern about the quality of care or practice or a complaint. An allegation may relate to a person who works with 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 or adults at risk.
  - I. The PC as sole trustee will ensure that all hirers of the hall have signed a hiring agreement. This will require all hirers who wish to use the hall for activities which include children and adults at risk, other than for hire for private parties arranged for invited friends and family, to either produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so or, confirm that they have understood and will adhere to the hall's principles and procedures with regard to safeguarding.
- The PC as sole trustee will carry out an annual review of this policy.