



# Standard Operating Policies & Procedures

## 40 DEGREEEZ

40 Farnham Youth Centre  
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Farnham  
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Registered Charity: 1000823

Version 1.0 – August 2017

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# Charity Commission Registration Details

**Charity Registered no:** 1000823

## **Aims & Activities**

40 Degreez is aimed at meeting the need for the provision of youth services in Farnham and surrounding areas. Its need has been a recognised for some years now by schools, youth workers, the police, Farnham Town Council and Waverley Borough Council, for improving services and facilities for young people and assisting social inclusion.

## **Charitable Objects**

a) to help young people living within the Farnham area in particular those aged between 15 and 25 years, especially but not exclusively through leisure-time activities so to develop their physical, mental and spiritual capacities that they may grow to full maturity as individuals and members of society and that their condition of life may be improved.

B) the project shall be non-party in politics and non-sectarian in religion and shall support the principle of equal opportunity.

## **Governing Document**

Trust Deed dated 24 September 1990 as amended by deeds of variation dated 11 June 2003 and 24 march 2004.

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## **What the charity does**

Education/training  
Arts/culture/heritage/science  
Amateur sport

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## **Who the charity helps**

Children/young people  
People with disabilities

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## **How the charity works**

Provides buildings/facilities/open space  
Provides advocacy/advice/information

## 40 Degreeez Constitution

Key Trustees: All

This Deed of Substitution is made on the twenty-fourth day of March 2004 by Waverley Borough Council of the Council Offices The Burys Godalming Surrey GU7IHR and Patricia Clough, Marie King-Hele and John Robini ("the Trustees of the Farnham Youth Project" ("the Project")).

Recitals

(a) The Project was established by a Trust Deed dated 24th September 1990 to provide facilities for young people in the Farnham area and to facilitate the pursuit of the charitable objects for the Project.

(b) The Donor has provided the Project building which shall be held on lease by the Official Custodian for Charities on the charitable trusts established in the Trust Deed and any further money and investments paid or transferred to the Official Custodian for Charities will be held on the same trusts.

(c) The Trustees are all the present Trustees of the Project.

(d) By clause 16 of the Trust Deed dated 24th September 1990 a simple majority of the Management Committee established by the Trust Deed, present and voting at a Management Committee meeting, and a two thirds majority of members, voting at a General Meeting, may approve the alteration of the Trust Deed.

(e) The Management Committee on the tenth day of March 2004 have approved the alteration of the Trust Deed dated twenty fourth September 1990 and the Deed of Variation dated the eleventh day of June 2003 in order to amend, update and clarify those documents.

(f) This Deed of Substitution records the alterations approved on tenth day of March 2004 and shall replace the Trust Deed dated 24 September 1990 and the Deed of Variation dated eleventh day of June 2003 in their entirety from the date of this Deed and all references to Trust Deed shall denote a reference to this Deed of Substitution.

## 1. Definitions and Interpretation

In this Deed, the following expressions shall have the following meanings:

- 1.1. 'the Charity' means the Farnham Youth Project ("the Project"), now known as 40 Degreez.
- 1.2. 'The Trustees' means and includes the trustees or trustee for the time being of the Charity and 'Trustee' shall be construed accordingly and means any one of the Trustees.
- 1.3. 'The Trust property' means the Project building referred to in Clause 2 and any monies, assets or other property which may be transferred to the Official Custodian of the Charity Commission at any time to be held by him on the charitable trusts declared by this Deed and the investments from time to time representing the same.
- 1.4. 'The Management Committee' means the management committee for the time being of the Charity and 'Management Committee Member' shall be construed accordingly and means any one of the Management Committee
- 1.5. Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa.
- 1.6. Clause headings are for reference only and shall not be taken into consideration in their interpretation.

## 2. Trust Fund

The Official Custodian of the Charity Commission shall hold the Trust Property on trust either to retain or sell the same or any part of it in accordance with the instructions of the Management Committee.

## 3. Objects and Powers of the Charity

- 3.1. The objects of the Project shall be:
  - 3.1.1. To help young people living within the Farnham area in particular those aged between 10 and 18 years, especially but not exclusively through leisure time activities, so to develop their physical, mental and spiritual capacities that they may grow to full maturity as individuals and members of society and that their condition of life may be improved.
  - 3.1.2. The Project shall be non-party in politics and non-sectarian in religion and shall support the principle of equal opportunity.
- 3.2. In furtherance of the said objects but not otherwise the Project may:
  - 3.2.1. Have power to affiliate to the National Association of Youth Clubs and to other organisations with similar charitable objects

- 3.2.2. Bring together in conference representatives of voluntary organisations, government departments, statutory authorities and individuals to make best use of resources and encourage cooperation.
- 3.2.3. Arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses and other leisure-time activities.
- 3.2.4. Collect and disseminate information on all matters affecting the objects and exchange information with other bodies having similar objects whether in this country or overseas.
- 3.2.5. Procure to be written and print, publish, issue and circulate either free of charge or otherwise such papers, books, periodicals, pamphlets or other documents or films or recorded tapes as shall further the objects.
- 3.2.6. Purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights and privileges necessary for the promotion of the objects and construct, maintain and alter any buildings or erections necessary for the work of the Project provided that any works of construction maintenance or alteration of any buildings or erections will not be undertaken without the prior consultation with the Trustees of the Project and any consents as are required under the term of any lease or agreement.
- 3.2.7. Raise funds and invite and receive contributions from any person or persons whatsoever by way of subscriptions and otherwise provided that the Project shall not undertake any permanent trading activities in raising funds for its primary charitable objects.
- 3.2.8. Invest the monies of the Project not immediately required for the objects in or upon such investments securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law.
- 3.2.9. Do all such other lawful things as are necessary for the attainment of the objects.
- 3.2.10. Employ such persons to perform such duties as the Management Committee consider necessary for the furtherance of the objects at such reasonable salaries and on such reasonable terms as to notice and otherwise as the Management Committee thinks fit

#### 4. Membership

- 4.1. Membership of the Project is open to any person or group interested in actively furthering the Objects. Members and affiliated groups shall pay such annual subscriptions as shall be proposed by the Management Committee and determined at the Annual General Meeting.
- 4.2. All Members shall be invited to attend the AGM of the Project and shall be entitled to vote provided that they shall have been members for not less than fourteen days prior to the date of the AGM.

- 4.3. The Management Committee shall have the right for good and sufficient reason to suspend or to terminate the membership of an individual or an affiliated group.
- 4.4. A Membership Secretary shall be appointed by the Management Committee to maintain a Register of Members which shall be available for inspection at the Annual General Meeting.

## 5. Appointment of Trustees

There shall be not more than 12 Trustees at any time and any vacancies amongst the Trustees shall be filled on the basis that the Trustees shall comprise.

- 5.1. One Trustee from the Farnham business and professional community nominated by the Farnham Chamber of Commerce.
- 5.2. Five Trustees of whom three at least are or have been people actively involved in youth work and including at least one directly involved in the Project.
- 5.3. Trustees shall be appointed to serve for a period of three years or until the end of their term of office as councillors except that the first nominated Trustees shall retire in accordance with the Schedule attached to this Trust Deed.
- 5.4. Trustees shall be appointed by members at the Annual General Meeting of the Project or at an Extraordinary General Meeting convened for the purpose where the nomination is forwarded to the Chairman not less than seven days in advance of the meeting.
- 5.5. It is anticipated that each Trustee will take ownership of different aspects of the activities and building that make up 40Degreez.
- 5.6. The existing Trustees may co-opt up to a maximum of three other persons during the course of the 12 months following the Annual General Meeting. Co-opted Trustees shall be appointed to serve until the next Annual General Meeting and shall have the same rights and obligations as the other Trustees.

## 6. The Management Committee

- 6.1. The management of the Charity shall be vested in a Management Committee comprising the Trustees.
- 6.2. All Trustees shall have the right to vote.
- 6.3. The Chairman of the Management Committee, the Secretary, the Treasurer and Fund-Raising Co-ordinator shall be elected annually at the Annual General Meeting from among the Trustees.
- 6.4. If the Chairman is absent from any meeting of the Management Committee, before any business is transacted the Members present shall choose one of their number to preside at that meeting.

6.5. The Chairman may invite representatives of youth services including the Surrey County Council senior youth worker at the Project, Surrey Youth Support Services, and any other organisation using the building on a regular basis to attend meetings of the Management Committee. The Chairman may invite up to three junior representatives from the Project to attend meetings of the Management Committee in a non-voting capacity and to present their views.

6.6. The proceedings of the Committee shall not be invalidated by any failure to elect or any defect in the election appointment co-option or qualification of any Member.

6.7. Appointment of Sub-Committees

The Committee may appoint from its membership such special or standing committees as may be deemed necessary by the Committee and shall determine their terms of reference powers duration and composition. All acts and proceedings of such special or standing committees shall be reported back to the Committee.

6.8. Vacancies among Officers

If vacancies occur among the Honorary Officers the Management Committee shall have the power to fill these from amongst its Members. Any person appointed to fill such a casual vacancy shall hold office until conclusion of the next Annual General Meeting of the Project and shall be eligible for election at that meeting.

6.9. Frequency of Meetings of the Management Committee

6.9.1. Meetings of the Management Committee shall be held at regular intervals in the year as decided by them but such meetings shall be held not less than once every three months and six times every year. Meetings shall normally be summoned by the Honorary Secretary who shall send to each individual member or each affiliated group an agenda paper at least seven days before the meeting.

6.9.2. Special Meetings of the Management Committee

Upon the written request of the Chairman or of any five individual members or by motion of the members the honorary Secretary shall convene a special meeting of the Management Committee to be held within four weeks of the receipt of the request. Such request shall specify the object of the desired meeting. The agenda paper shall set out the business to be considered at the meeting and no business other than that specified shall be taken.

6.9.3. Quorum

There shall be a quorum when not less than five of the Trustees are present at the meeting.

6.9.4. Adjournment of Meetings of the Management Committee

Any meeting may be adjourned at any time by resolution of the Trustees present at the time.

6.9.5. Declarations of interest

A Member may be requested or required by resolution of a majority of the members present and voting to withdraw from any part of the meeting where the business is to be discussed is of a personal nature affecting the Member and it is considered that the presence of the said Member would inhibit free discussion of the matter to be considered.

## 7. The Powers of the Management Committee

The Management Committee shall have the following powers which they may exercise only in furtherance of the Charity.

### 7.1 Borrowing

Subject to such consents that are required by law to borrow money whether or not on the security of the Trust Property or any part of it with power to discharge any part of the capital or income with the repayment of the money so borrowed.

### 7.2 Acquisition of property

To purchase take on lease or in exchange hire or otherwise acquire any property for use for the purpose of the Charity.

### 7.3 Disposal of Property

Subject to such consents as may be required by law to sell mortgage or let or exchange any property or funds belonging to the Charity.

### 7.4 Investment

To invest trust money not immediately required for the purposes of the Charity in the purchase of or at interest in the security of such stocks funds shares securities or other investments or property of whatever nature or wherever situated as the Management Committee in their absolute discretion think fit to the intent that the Management Committee shall have the same full and unrestricted powers of investing and transposing investments as if they were beneficially entitled to the Trust property.

### 7.5 Staff

Paid staff may be appointed by the Management Committee and as employees of the Charity their appointments may be suspended or terminated only by the Committee.

## 8. Accounts

### 8.1. Minutes

Detailed minutes shall be kept of all Management Committee Meetings and Annual General Meetings and these to be approved and signed at the next meeting held.

### 8.2. Accounts

Proper books of account shall be maintained and financial statements prepared in accordance with the requirements of the Charities Act 1993 and subsequent relevant legislation. The financial statements shall be approved at an Annual General Meeting of the Project

### 8.3. Auditing

The Management Committee shall nominate an Honorary Auditor or Examiner whose appointment shall be confirmed at the Annual General Meeting.

### 8.4. Approval of Financial Statements

The Management Committee shall recommend approval of the financial statements to the Annual General Meeting of the Charity.

## 9. Banking

### 9.1. Banking Arrangements

The Management Committee shall maintain such banking arrangements for the Charity as they consider convenient and necessary. Signatories shall be authorised by the Management Committee.

### 9.2. Insurance

The Management Committee shall be responsible for effecting Public Liability Insurance Personal Accident Insurance Employers Insurance and insuring the buildings and contents.

## 10. Dissolution

The project may be dissolved by:

- 10.1. A resolution of the Management Committee approved by not less than seven Trustees present and voting to recommend dissolution to an Extraordinary General Meeting of the Project.
- 10.2. A further resolution at an Extraordinary General Meeting called specifically for that purpose passed by a two-thirds majority of those present and voting.

## 11. Alterations to the Trust Deed

### 11.1. Written Notification

Any proposal to alter this Trust Deed must be delivered in writing to the Secretary of the Management Committee not less than 28 days before the meeting at which it is first to be considered. An alteration will require:

11.1.1. A resolution of the Management Committee approved by not less than seven Trustees present and voting to recommend alterations to a General Meeting of the Project.

11.1.2. A further resolution at a General Meeting passed by a two-thirds majority of those present and voting.

### 11.2. Meeting Notification

Notice of each such meeting must have been given in accordance with normal procedure but not less than 14 clear days prior to the meeting in question and giving the wording of the proposed alteration

### 11.3. Charity at Law

Always provided that no alteration to Clauses 4 (objects), 10 (Dissolution) or to this clause shall be made and no alteration shall be made which has the effect of causing the Charity to cease to be a charity at law.

## 12. Liability of Trustees

On condition of authorisation by an Order of the Charity Commissioners the Management Committee should put in place appropriate Trustees' Liability Insurance.

## Reserves Policy

Key Trustees: Treasurer

The reserves policy is designed to provide a sum of money that is available to cover contingency liabilities such as gaps in funding, cash flow and meeting costs like redundancy payments to staff if the organisation were to close.

Considerations include:

- How secure is the present funding?
- How long would it take to find alternative sources of funding?
- What risks and opportunities might arise which could not be met out of income, such as staff sickness, maternity leave, staff leaving and recruitment costs and the security of your property lease etc.
- If the 40 Degreeez had to close, how long would it take to transfer clients to other organizations, if practicable, and wind up in an orderly manner causing least hardship to users?

Costs involved in winding up include:

- Redundancy costs
- Legal and accountancy costs
- The time to the expiry of leases on property and office equipment, if any, and disposal of equipment items where donated, to other appropriate youth organisations

Charities typically allocate 15% to 25% of forecast annual expenditure to contingency reserves. 40Degreeez has a 2016/17 expenditure of around £77,000 a year, of which about £35,000 is spent on administrator and youth worker salaries and fund raiser salary. Unlike many other organizations, 40Degreeez is not burdened by a building lease, but we are responsible for building maintenance. In our case, maintenance is covered separately through a budget line item. Hence the main liability that concerns us would be redundancy cost should this arise, which on the basis of a three-month notice period, would in itself require about £9,000 in reserve.

As a conservative figure, reserves are set as equivalent to four months' income plus an additional £5,000. This is equivalent to £30,000 with notification by the Treasurer if reserves fall below £35,000.

# Health and Safety Policy

Key Trustees: Health and Welfare

The Health and Safety at Work Act 1974 imposes certain obligations on an employer not only to take all such actions as are reasonable to safeguard the health and safety of their employees, but also to be able to show that they are doing so, by producing adequate written policies and procedures. 40 Degreez fully accepts its responsibilities under the Act. The Act refers to what is reasonable in given working situations. 40 Degreez will:

- Assess the risks in the workplace by undertaking regular weekly, monthly and annual checks and any issues that arise will be dealt with in the appropriate timescale. The manual of when these checks should be made is kept in the Admin. Office and is on the office computers.
- Have written health and safety procedures when there are five or more employees.
- Ensure that the workplace satisfies health, safety and welfare requirements for ventilation, temperature, lighting and staff facilities.
- Ensure safe and clear access to and egress from the building, including fire exits.
- Regularly check the premises room by room for structural defects, worn fixture and fittings or electrical equipment, and take the necessary remedial action.
- Regular checks, following the guidelines should be made on the fire alarm system and alarms installed in the toilet for use by the disabled and the shower room.  
Ensure that all equipment is suitable for its intended use and is properly maintained and serviced when advised. All electrical equipment is PAT tested on an annual basis.
- Any person using the building who is in a room with a client on their own will be provided with a safety alarm that connects to the general office and the SYSS office and should not be in the building without others present.
- Ensure that all staff and users of the building are aware of the fire procedure and regular fire drills are carried out. Fire evacuation instructions are placed in clear and obvious positions around the building.
- Ensure that all members of staff are aware of the procedure in case of accidents. A first aid kit is regularly checked and is kept in a known and easily accessible place. -- There should always be an adult present when running activities, particularly with young people, who is knowledgeable on first aid.
- All accidents should be reported in the accident book with action taken and recorded at the meetings of Trustees.
- If there is a major accident then the appropriate action should be taken to call 999 for support. A defibrillator is situated in the leisure centre next door if the need arises.
- Ensure that all members of staff are aware of and carry out their health and safety responsibilities as set out in their job descriptions.
- Ensure that members of staff complete a risk assessment form when young people are taken on outings and that written permission has been obtained from parents/carers.
- An attendance record should be kept of the young people that are attending any club or activity being organized by 40Degreez.
- An attendance record should be kept of all users both on arrival and when exiting.
- If any activities are to be undertaken by young people that involve a high-risk element then a qualified trainer or leader must lead those activities and the appropriate insurance is in place.
- Prohibit smoking/e-cigarettes on the premises.
- Prohibit any contractor working on the premises without prior discussion with the officer in charge to negate any risks to the staff or users.

- Ensure that all contractors are covered by their own health and safety policy and public liability insurance.

Employees will also be made aware of their responsibilities under the Health and Safety at Work Act and will:

- Take reasonable care of their own health and safety and that of others around them.
- Report any health and safety issues causing concern to the employees which should then be dealt with as soon as possible by the Trustees.
- Use work equipment correctly and take regular breaks when using computers on a daily basis.
- Provide guidance to users of 40 Degreez and act responsibly to ensure their health and safety.

Users of 40 Degreez will also be made aware of their responsibilities and will:

- Agree to use the equipment in a safe manner with regard to the health and safety of those around them [or the management can ask them to desist etc.]

It is not possible to detail here all the health and safety matters that come up on a day-to-day basis, so staff and management must constantly be mindful of their responsibilities individually and collectively for the safety of themselves and their colleagues. Training will be provided to staff and Trustees on these matters whenever an issue is brought to the attention of the Trustees.

## Risk Assessment

Key trustees: Health and Welfare

40Degreez is now a fully accessible building on two floors with access via a spiral staircase, there is also an external fire escape and a lift to enable people with physical impairment to take advantage of all the facilities.

The original building (Farnham Youth Project) and the conversion was undertaken by D.J.Trimming and all work was covered by their Health and Safety policies. The building is fully protected by a new burglar alarm system and fire extinguishers have been introduced in all areas as recommended by Surrey Fire and Rescue Service and are regularly maintained.

A diary has been produced both on paper and electronically to ensure that all fire protection systems, electrical systems, heating systems etc. are checked at the required frequencies. All BT, Broadband and electrical appliances have been incorporated using qualified technicians. The building is protected by three external CCTV cameras and three internal cameras and the police are informed of any inappropriate behaviour in the area.

The Trustees and our paid employees are all covered by public liability insurance, as is the building. All staff dealing with young people have a CRB or (is CRB still applicable or has it been superseded by DBS?) DBS clearance and training on First Aid at Work is arranged on a regular basis. Activities undertaken by Surrey Youth Support Service and Surrey Centre Based Youth Work within the building are covered by the Surrey Scheme. Outreach work with young people organised by TFN is also covered by their own scheme. The Trustees always ensure that there is always more than one adult present when dealing with young people and vulnerable adults.

Enclosed in the pack are the hire agreement and risk assessment forms that all our hirers, whether on a casual or regular basis, have to complete. It can be seen from these that 40Degreez is only hired to responsible people and if young people are involved the appropriate CRB or DBS clearances must be produced by the responsible adult. First Aid equipment is available and fire responsibility of hirers is covered in the agreements.

Resuscitation gear is held in the Sports centre. First aid trained staff in the Sport centre can be called upon to assist in an emergency.

# Vulnerable Adults and Safeguarding Young People

Key Trustees: Safeguarding

## 1. Statement of Intent

All children, young people under 18 and vulnerable adults, i.e. those who are (or may be) unable to take care of themselves or protect themselves from significant harm or serious exploitation, have the right to be kept safe.

40Degreeez believes that it is always unacceptable for a child, young person or vulnerable adult to experience abuse of any kind and is committed to safeguarding and promoting their welfare regardless of gender, ethnicity, disability, sexuality or beliefs and expects all trustees, staff and volunteers to share this commitment. All staff and volunteers will be made aware of and understand the Policy and Procedures. Training will be provided where needed.

## 2. Child, Young Person Vulnerable Adult Protection Policy

We recognise that:

- The welfare of the child/young person is paramount
- Abuse of any form must be taken seriously and responded to swiftly and appropriately
- Working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people's welfare
- Privacy and confidentiality should be respected unless the child's safety is compromised but staff should act reasonably to 'rumours and gossip'

The purpose of the policy:

- To provide protection for all our underage and vulnerable adult beneficiaries
- To provide 40Degreeez staff and volunteers with guidance on procedures they should adopt in the event that they suspect that a child, young person or vulnerable adult may be experiencing, or be at risk of, harm of any kind

This policy applies to the entire workforce, paid or volunteer, including trustees, professional staff, office staff, sessional workers, students or anyone working on behalf of 40Degreeez.

We will safeguard children young people and vulnerable adults by:

- Valuing them, listening to and respecting them
- Adopting child protection guidelines
- Recruiting staff and volunteers safely, ensuring DBS checks are made on all members of staff, volunteers and trustees who have regular or unsupervised face to face contact with children and young people or vulnerable adults, and also that references are followed up. (Safe Recruitment Policy). Records of the annual checking of the DBS should be kept in a confidential file in the office
- Sharing information about safeguarding and good practice with children, parents, staff and volunteers
- Ensuring no young person feels excluded by reason of differences of race creed or any other personal difference.

- 40Degreez staff will be made aware of the dangers to young women from female genital mutilation and will report any concerns about a young person's safety to the CVAP who will report to Child Protection Agency.
- 40Degreez staff will be aware of their responsibilities with regard to becoming aware of dangers to a young person through Honour Based Violence and Forced Marriage and report any concerns to the CVAP who will take appropriate action.
- Staff of 40Degreez will be made aware of their responsibilities under the Prevent legislation. Any young person about whom there are concerns about radicalisation will be reported to the CVAP Officer who will report to the appropriate authority
- Online Safety. 40Degreez computers will be protected by appropriate filters to prevent, so far as is possible, young people from accessing inappropriate sites at 40Degreez. Young people will be advised of the dangers they may encounter while using their own appliances and advised to report problems to a responsible adult.
- Sharing information about concerns with agencies who need to know, and involving parents and children appropriately.

# Employment Policy

Key Trustees: Health and Welfare

40Degreez will ensure that:

1. Employees contract of employment is reviewed annually.
2. An employee handbook is available to all employees.
3. There are written procedures to cover grievances and disciplinary procedures.
4. All employees will be subject to an annual performance review which includes setting the setting of mutually agreed targets for the forthcoming year and identification of developmental training to support the skills required for future projects.
5. Both mandatory and developmental training will be offered as part of a training needs assessment undertaken during the annual appraisal and as identified on an ad hoc basis.
6. Insurance – personal employment policy.

## Trustees and Employees

Ms Janet Maines (Chairperson, Health and safety)

Mr Mike Ellis (Vice chairperson and IT systems, Youth worker manager)

Mr Stewart Dakers (Youth support)

Dr Pat Lambert (Health and welfare matters, Safeguarding, Recruitment))

Mrs Patricia Frost (Surrey County Council)

Dr Peter Marriott (Treasurer)

Ms Sally Ross (Business Strategy)

Mr.David Shakeshaft (Marketing Strategy)

Ms Pamela Laslett (Schools Liaison and Youth activities)

A representative from Farnham Town Council as an observer.

In addition, the trustees co-opt specialist support when necessary, and in particular:

Mr John Goodman (Building advisor for the maintenance and management of the building used by 40Degreez).

The Trustees are supported by two employed administrative staff, currently:

Mrs Liselle Francis (General administration and financial management)

Mrs Eve Baker (General administration, fundraising and Clerk to the Trustees)

The Trustees also employ up to two Youth Workers. At present the Lead Youth Worker is Simon Jamison. External specialists are employed from time to time for special project work.

## Forms 1 – Premise Hire Form

### ‘40 Degreez Management Committee’

## AGREEMENT

Memorandum of Agreement made this     day of     between 40 Degreez Management Committee (hereinafter referred to as “The Committee”) and     (hereinafter referred to as “The Hirer”)

It is hereby mutually agreed that:-

1. The Hirer shall be entitled to have access to, and use all common services and facilities in:-
  - a) The Main Entrance Lobby
  - b) The Kitchen
  - c) The Toilet Block

On such days and at such times as are described in Schedule A attached to this agreement.

2. The Hirer will be responsible for ensuring that:-
  - d) All lights and heating are switched off after each daily or weekly session.
  - e) The premises are left in a clean and tidy state after vacating.
  - f) No nails or pins shall be knocked into any wall or door.
  - g) Posters and display material may only be affixed to such doors and boards that have been designated by the Committee.
  - h) All doors and windows are fastened on vacation of the premises each day.
  - i) All equipment and furniture are returned to the normal storage accommodation.
3. The Committee shall not be liable for any loss or damage to any item of equipment belonging to the Hirer that is stored in the Hall.
4. The Hirer shall be responsible for any damage to the fabric of the building or any furniture or equipment therein from whatever cause.
5. The Hirer agrees to pay the total amount due as hire charges 14 days before the commencement of the Hire period as described in Schedule A attached.
6. Agreement may be terminated by either party giving a full hire period’s notice to the other.
7. All users and helpers working with young people should adhere to the Child Protection Policy of 40 Degreez. The responsible person present must have CRB clearance and a copy, or the clearance number, should be given for retention at 40 Degreez.
8. Any personal injury caused by activities undertaken by the hirer is the responsibility of the hirer. It is recommended that Public/Personal Liability Insurance is taken out by the hirer for the period of the hire.

9. All agencies using 40 Degreez should take note of the Fire Action plans around the building. For those working with young people, an individual must be nominated to co ordinate the evacuation of the building in the event of a fire. The nominated person must be present at all times.

Signed this ..... day of .....

By ..... Officer on behalf of 40 Degreez

By ..... Hirer, on behalf of.....

.....

## Forms 2 – Booking Form

# '40 Degreez Management Committee' Schedule A Booking Form

### Times and Periods of Access

1. During all periods for which an official booking has been made with the 40 Degreez.
2. For maintenance or inspection of equipment in storage areas, only after prior notification to Liselle Francis or authorised member of the Committee.

Organisation/Club

Space Required

Dates required From:

To:

Times:

Rate

Total Charge

Special Notes:

Name:

Contact Number:

Where did you hear about us?

Please return to: Liselle Francis

40 Degreez  
Dogflud Way  
Farnham  
Surrey  
GU9 7UD

Tel. 01252 727087  
Fax: 01252 727087  
Email: [liselle@40degreez.org.uk](mailto:liselle@40degreez.org.uk)

## Forms 3 – Premises Event Hire

### Application for the Hire of the Hall, Kitchen & Toilet Block for Anniversary Party(AP), Wedding Reception(WR), Social Evening(SE) or any Public Performance(PP) or other (please specify)

1) Full name of person responsible for hire charges:

.....

2) Full Postal Address .....

.....

.....

.....

Tel. No: .....

2) Date of Hire ..... Function: .....

3) Period of Hire (Close at 1100hrs) From:..... to.....

Please note time needed for preparation and dismantling will be charged at the appropriate rate.

4) Number of guests expected & time of arrival: .....

5) Is music to be played? If yes give details of sound reproduction – Disco / CD Player / Musical Instruments

.....

6) Name of person responsible in the Hall for security and for ensuring that the requirements of Section 4.07 & especially 4.07 (d) of the Waverley Borough Council Regulations are complied with, see the following for details. (Must be over 21)

Name (capitals) .....

Address .....

.....

7) Where did you hear about 40 Degreeez? .....

Signed (I am over 21) ..... Date .....

If you have any queries about the condition of hire, please telephone 01252 727087.

Please return one copy to Liselle Francis, 40 Degreeez, Dogflud Way, Farnham, Surrey. GU9 7UD

# Waverley Borough Council Pertaining Regulations

## Regulation 4.07 reads as follows:

(a) In all cases the licensee shall in all respects conduct the premises decently, soberly and in an orderly manner, and nothing contrary, to sobriety, decency or good manners shall be performed, produced or exhibited or represented therein. No profanity or impropriety of language, dress, dance or gesture or anything which is any way offensive in the circumstance to public feeling or calculated to produce disturbances to the public or breach of the peace shall be permitted on the premises.

(b) The licensee or some responsible and physically capable person nominated by him in writing, being over the age of 21, shall be in charge of and present upon the premises at all times when the public are on the licensed premises and such persons shall be instructed in the evacuation process required by 4.07 (d)

## Regulation 4.07 (d) reads as follows:

Where required by the Licensing Authority an approved number of competent adult attendants shall be provided on the premises during the whole of the time the public are present. Such attendants shall have been specifically instructed by the licensee or a person nominated by him as to their duties in the event of an emergency. The instructions given shall aim at the evacuation of the premises and the avoidance of panic.

## Condition for the Hire of the Youth Project

- 1) All lights, heating and hand dryers must be turned off when vacating the premises. Doors and windows should be left closed at all times of the year. No fitments or fittings are to be moved without permission.
- 2) Posters, litter and other packaging material should be removed from the premises and disposed of under arrangements to be made by the hirer.
- 3) All chairs and tables should be returned to the furniture store before vacating the premises.
- 4) No nails may be driven in to the walls, floor or woodwork.
- 5) The Hirer shall be responsible for any loss or damage caused during the period of hire.
- 6) Any personal injury caused by activities undertaken by the hirer is the responsibility of the hirer. It is recommended that Public/Personal Liability Insurance is taken out by the hirer for the period of the hire.
- 7) The Hirer using 40 Degreez should take note of the Fire Action plans around the building. In all cases, an individual must be nominated to coordinate the evacuation of the building in the event of a fire. The nominated person must be present at all times.
- 8) The Committee cannot bear responsibility for loss or damage to any item of property left by the Hirer before, during or after the period of hire.
- 9) The maximum number of people allowed by law is 80.
- 10) The building must be vacated by persons attending any function not later than 11.00pm. Users of 40 Degreez are asked to bear in mind that they are in a residential area.
- 11) **NO SMOKING OR NAKED FLAMES ALLOWED ON THE PREMISES.**
- 12) **NO ALCOHOL TO BE SOLD ON THE PREMISES UNLESS A SPECIFIC LICENSE HAS BEEN OBTAINED FROM WAVERLEY BOROUGH COUNCIL.**
- 13) The Hirer undertakes not to permit any disorderly conduct or other act tending to endanger or forfeit the licenses held by the Management Committee in or on any part of the premises.
- 14) Please use the main car park for guests, if using the space by 40 Degreez, please park with consideration.

### SCALE OF CHARGES AGREED

- a) **Please send by return post a £50.00 deposit cheque** returnable provided that 40 Degreez is left in a good condition and the keys returned. Hours agreed . Please note that the time needed for preparation and dismantling must be included and will be charged at the same rate. Rate agreed £ per hour or in full.
- b) Second cheque for £ for the hire period, made payable to: 40 Degreez.

**AGREEMENT**

I agree to hire 40 Degreez on ..... from ..... to ..... hours according to the charges shown above and I agree to abide by the conditions listed above.

Signed ..... Name (Capitals) .....

Address .....

.....

Tel. No: ..... Date .....

Please return this form and two cheques to: Liselle Francis, 40 Degreez, Dogflud Way, Farnham, Surrey. GU9 7UD. Tel. No. 01252 727087

**PLEASE RETAIN ONE COPY AND RETURN A SIGNED COPY (IN FULL) TO THE ABOVE ADDRESS.**

**THE KEY IS AVAILABLE FOR COLLECTION FROM, AND RETURN TO 40 DEGREEZ BETWEEN THE HOURS OF 9 – 5pm ON WEEKDAYS BY ARRANGEMENT ONLY.**

## Document Version Control

Document Section	Revision Date
Charity Commission Registration Details	April 2017
40 Degreez Constitution	
Reserves Policy	August 2017
Health and Safety Policy	
Risk Assessment	
Vulnerable Adults and Safeguarding Young People	
Employment Policy	
Trustees and Employees	
Premise Hire Form	
Booking Form	
Premises Event Hire	
Waverley Borough Council Pertaining Regulations	
Conditions for the Hire of the Youth Project	