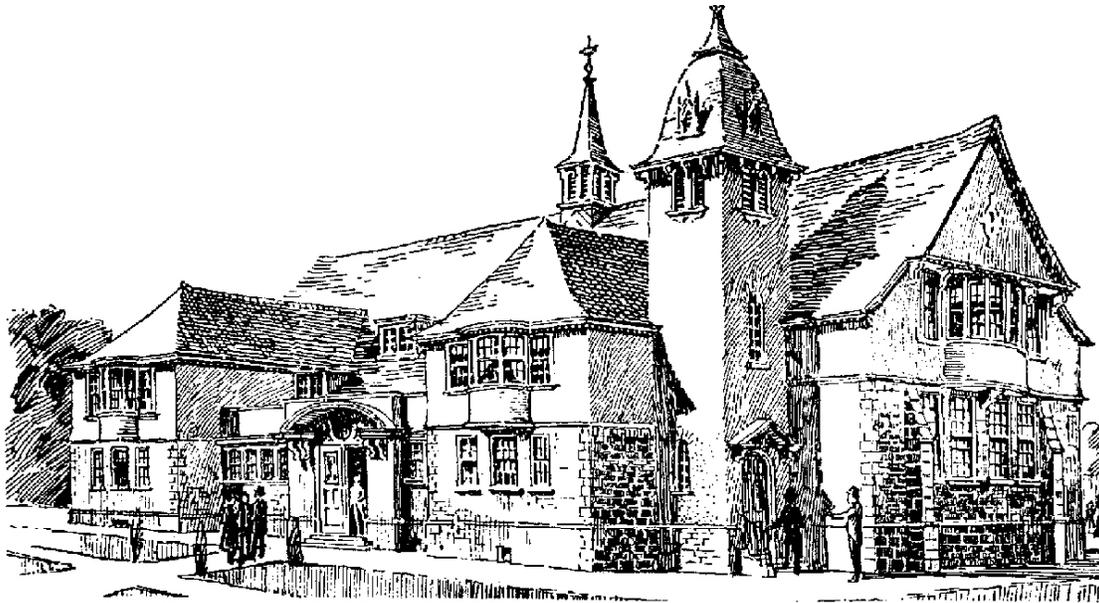


SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION



GOVERNING DOCUMENTS, POLICIES AND PROCEDURES

Shirehampton Public Hall Community Association
The Public Hall, Station Rd, Shirehampton, Bristol BS11 9TX

Tel: 0117 982 9963

Email: bookings@shirepubhall.org.uk
Web: www.shirepubhall.org.uk

REVISION RECORD

1. April 2004. Original Document issued, including Sections 1 to 13.
2. October 2004. Section 14 Environmental Policy added.
3. March 2005. All Procedures etc reviewed and all confirmed until further review in March 2006, except for Section 10 Conditions of Hire.
4. April 2005. Section 10 Conditions of Hire Revised.
5. March 2006. Constitution replaced by Memorandum and Articles of Association and Rules.
6. October 2006. All policies and procedures reviewed and revised.
7. April 2008. All policies and procedures reviewed. Telephone numbers in Child and Vulnerable Adult Protection Policy updated. Extra conditions re noise nuisance inserted into Responsibilities for Theatrical Productions document.
8. March 2009. All policies and procedures reviewed and revised.
9. May 2010. All policies and procedures reviewed and revised.
10. July 2011. All policies and procedures reviewed and revised.
11. Feb 2012. Revision of Safeguarding Children and Vulnerable Adults, revision of data Protection and Information Sharing.
12. March 2012. All policies and procedures reviewed and revised.
13. January 2014. All policies and procedures reviewed and revised.
14. February 2016. All policies and procedures reviewed and revised.

CONTENTS

1. Memorandum of Association	4-7
2. Articles of Association	8-16
3. Rules	17-18
4. Roles and Responsibilities of User Groups	19-20
5. Complaints Procedure	21
6. Conditions of Hire	22-23
7. Confidentiality Policy	24
8. Data Protection and Information Sharing	25
9. Disciplinary Procedure	26-28
10. Environmental Policy	29-30
11. Equality and Diversity Policy	31-33
12. Grievance Procedure	34
13. Health and Safety Policy	35-39
14. Reserves Policy	40
15. Responsibilities of Person i/c Theatrical Performances	41-42
16. Safeguarding of Children and Vulnerable Adults	43-46
17. User Guide, Main Hall	47-48
18. User Guide, Other Rooms	49
19. Conflict of Interest Policy	50

Memorandum and Articles of Association and Rules can only be amended by a General Meeting of the Association. The remaining documents can be amended by the Board of the Association.

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of Shirehampton Public Hall Community Association

1 The company's name is Shirehampton Public Hall Community Association (and in this document it is called the Charity).

2 The Charity's registered office is to be situated in England.

3 The Charity's objects (the Objects) are:

3.1 to promote the benefit of the inhabitants of the parish of Shirehampton (hereinafter called 'the area of benefit') without distinction of sex, sexual orientation, race or political, religious or other opinions, by associating the local authorities, voluntary organisations and inhabitants in a common effort to advance education, and to provide facilities in the interests of social welfare for recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitant;

3.2 to establish the Shirehampton Public Hall as a Community Centre (hereinafter called 'the Hall') and to maintain and manage, or to co-operate with the Council of the City of Bristol in the maintenance and management of the Hall for activities promoted by the Association and its constituent bodies in the furtherance of the above objects.

4(1) In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

(a) to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

(b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993;

(d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;

(e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

(f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

(g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;

(h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

(j) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;

(k) to:

(i) deposit or invest funds;

(ii) employ a professional fund-manager; and

(iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

(l) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in subclause (2) of this clause, but subject to the restrictions specified in subclause (3) of the clause;

(m) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;

(n) to do all such other lawful things as are necessary for the achievement of the Objects;

(2) The liabilities referred to in sub-clause (1)(l) are:

(a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;

(b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

(3) (a) The following liabilities are excluded from sub-clause (2)(a):

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

(iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

(b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5(1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.

(2) (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(b) Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

(3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:

(a) a benefit from the Charity in the capacity of a beneficiary of the Charity;

(b) reasonable and proper remuneration for any goods or services supplied to the Charity.

(4) No Director may:

(a) buy any goods or services from the Charity;

(b) sell goods, services, or any interest in land to the Charity;

(c) be employed by, or receive any remuneration from the Charity;

(d) receive any other financial benefit from the Charity; unless:

(i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause; or

(ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

- (5) (a) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- (b) A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Director.
- (c) A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.
- (d) A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
- (e) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- (6) (a) The Charity and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied:
- (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - (ii) The Director is absent from the part of any meeting at which there is discussion of:
 - his or her employment or remuneration, or any matter concerning the contract; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).
 - (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
 - (iv) The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against that disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
 - (v) The reason for their decision is recorded by the Directors in the minute book.
 - (vi) A majority of the Directors then in office have received no such payments.
- (b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director; or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(7) In sub-clauses (2)-(6) of this clause 5:

- (a) "Charity" shall include any company in which the Charity:
- holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company
- (b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6 The liability of the members is limited.

7 Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards

the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8(1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity for use for particular purposes that fall within the Objects;

(2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

(3) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

.....
.....
.....
.....
.....
.....

Dated:

.....

Witness to the above Signatures:

.....

Name:

.....

Address:

.....

.....

.....

.....

Occupation:

.....

The Association was registered with this Memorandum as Company no 5472607 at Companies House on 6 June 2005.

COMPANY LIMITED BY GUARANTEE

Articles of Association of Shirehampton Public Hall Community Association

Interpretation.

1 In these articles:

"the Act" means the Companies Act 1985;

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Charity;

"the Charity" means the company intended to be regulated by these articles;

"clear days" in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

"the Commission" means the Charity Commissioners for England and Wales;

"the memorandum" means the memorandum of association of the Charity;

"officers" includes the Directors and the secretary;

"the seal" means the common seal of the Charity if it has one;

"secretary" means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;

"the Directors" means the directors of the Charity. The directors are charity trustees as defined by Section 97 of the Charities Act 1993;

"the United Kingdom" means Great Britain and Northern Ireland; and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Members.

2(1) The subscribers to the memorandum are the first members of the Charity.

(2) Membership is open to other individuals or organisations who:

- (a) apply to the Charity in the form required by the Directors; and
- (b) are approved by the Directors.

(3) (a) The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.

(b) The Directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

(c) The Directors must consider any written representations the applicant may make about the decision. The Directors' decision following any written representations must be notified to the applicant in writing but shall be final.

(4) Membership is not transferable to anyone else.

(5) The Directors must keep a register of names and addresses of the members.

Classes of Membership.

3(1) The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.

(2) The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

(3) The rights attached to a class of membership may only be varied if:

- (a) three-quarters of the members of that class consent in writing to the variation; or
- (b) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

(4) The provisions in these articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

Termination of Membership.

4 Membership is terminated if:

(1) the member dies or, if it is an organisation, ceases to exist;

(2) the member resigns by written notice to the Charity unless, after the resignation, there would be less than two members;

(3) any sum due from the member to the Charity is not paid in full within six months of it falling due;

(4) the member is removed from membership by a resolution of the Directors that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

- (a) the member has been given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed;
- (b) the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

General meetings.

5(1) The Charity must hold its first annual general meeting within eighteen months after the date of its incorporation.

(2) An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.

(3) All general meetings other than annual general meetings shall be called extraordinary general meetings.

6 The Directors may call an extraordinary general meeting at any time.

Notice of general meetings.

7(1) The minimum periods of notice required to hold a general meeting of the Charity are:

- twenty-one clear days for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution;
- fourteen clear days for all other extraordinary general meetings.

(2) A general meeting may be called by shorter notice if it is so agreed:

- in the case of an annual general meeting, by all the members entitled to attend and vote; and

- in the case of an extraordinary general meeting, by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 95 percent of the total voting rights.

(3) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.

(4) The notice must be given to all the members and to the Directors and auditors.

8 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

Proceedings at general meetings.

9(1) No business shall be transacted at any general meeting unless a quorum is present.

(2) A quorum is:

- 10 members entitled to vote upon the business to be conducted at the meeting; or
- one twentieth of the total membership at the time whichever is the greater.

(3) The authorised representative of a member organisation shall be counted in the quorum;

10(1) If:

- (a) a quorum is not present within half an hour from the time appointed for the meeting; or
- (b) during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the Directors shall determine.

(2) The Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

(3) If no quorum is present at the reconvened meeting with fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

11(1) General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.

(2) If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.

(3) If there is only one Director present and willing to act, he or she shall chair the meeting.

(4) If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

12(1) The members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

(2) The person who is chairing the meeting must decide the date time and place at which meeting is to be reconvened unless those details are specified in the resolution.

(3) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

(4) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.

13(1) Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded

- (a) by the person chairing the meeting; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

- (2) (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
(b) The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- (3) (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
(b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- (4) (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
(b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- (5) (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
(b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
(c) The poll must be taken within thirty days after it has been demanded.
(d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
(e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

14 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

15 A resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

Votes of members.

16(1) Subject to Articles 3 and 14 and the next paragraph, every member, whether an individual or an organisation shall have one vote.

(2) No member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Charity.

17 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

18(1) Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

(2) The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

(3) Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

Directors.

19(1) A Director must be a natural person aged 18 years or older.

(2) No one may be appointed a Director if he (2) she would be disqualified from acting under the provisions of Article 31.

20 The number of Directors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

21 The first Directors shall be those persons notified to Companies House as the first directors of the Charity.

22 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

Powers of Directors.

23(1) The Directors shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Act, the memorandum, these articles or any special resolution.

(2) No alteration of the memorandum or these articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.

(3) Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

Retirement.

24 At the first annual general meeting all the Directors must retire from office unless by the close of the meeting the members have failed to elect sufficient Directors to hold a quorate meeting of the Directors. At each subsequent annual general meeting one-third of the Directors or, if their number is not three or a multiple of three, the number nearest to one third must retire from office. If there is only one Director he or she must retire.

25(1) The Directors to retire by rotation shall be those who have been longest in office since their last appointment. If any Directors became or were appointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

(2) If a Director is required to retire at an annual general meeting by a provision of these articles the retirement shall take effect upon the conclusion of the meeting.

The Appointment of Directors.

26 The Charity may by ordinary resolution:

- appoint a person who is willing to act to be a Director; and
- determine the rotation in which any additional Directors are to retire.

27 No person other than a Director retiring by rotation may be appointed a Director at any general meeting unless:

(1) he or she is recommended for re-election by the Directors; or

(2) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Charity is given a notice that:

- (a) is signed by a member entitled to vote at the meeting;
- (b) states the member's intention to propose the appointment of a person as a Director
- (c) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
- (d) is signed by the person who is to be proposed to show his or her willingness to be appointed.

28 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Director other than a Director who is to retire by rotation.

29(1) The Directors may appoint a person who is willing to act to be a Director.

(2) A Director appointed by a resolution of the other Directors must retire at the next annual general meeting and must not be taken into account in determining the Directors who are to retire by rotation.

30 The appointment of a Director, whether by the Charity in general meeting or by the other Directors, must not cause the number of Directors to exceed any number fixed as the maximum number of Directors.

Disqualification and removal of Directors.

31 A Director shall cease to hold office if he or she:

- (1) ceases to be a Director by virtue of any provision in the Act or is prohibited by law from being a director;
- (2) is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- (3) ceases to be a member of the Charity;
- (4) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (5) resigns as a Director by notice to the Charity (but only if at least two Directors will remain in office when the notice of resignation is to take effect); or
- (6) is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that his or her office be vacated.

Directors' remuneration.

32 The Directors must not be paid any remuneration unless it is authorised by clause 5 of the Memorandum.

Proceedings of Directors.

33(1) The Directors may regulate their proceedings as they think fit, subject to the provisions of the articles.

- (2) Any Director may call a meeting of the Directors.
- (3) The secretary must call a meeting of the Directors if requested to do so by a Director.
- (4) Questions arising at a meeting shall be decided by a majority of votes.
- (5) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

34(1) No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.

- (2) The quorum shall be two or the number nearest to one third of total number of Directors, whichever is the greater or such larger number as may be decided from time to time by the Directors.
- (3) A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.

35 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

36(1) The Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment.

- (2) If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- (3) The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by these articles or delegated to him or her by the Directors.

37(1) A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held.

(2) The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Directors.

Delegation.

38(1) The Directors may delegate any of their powers or functions to a committee of two or more Directors but the terms of any delegation must be recorded in the minute book.

(2) The Directors may impose conditions when delegating, including the conditions that:

- the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Directors.

(3) The Directors may revoke or alter a delegation.

(4) All acts and proceedings of any committees must be fully and promptly reported to the Directors.

39 A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

40(1) Subject to paragraph 40(2), all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if without:
 - the vote of that Director; and
 - that Director being counted in the quorum; the decision has been made by a majority of the Directors at a quorate meeting.

(2) Paragraph 40(1) does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for paragraph 40(1), the resolution would have been void, or if the Director has not complied with article 39.

Seal.

41 If the Charity has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

Minutes.

42 The Directors must keep minutes of all:

(1) appointments of officers made by the Directors;

(2) proceedings at meetings of the Charity;

(3) meetings of the Directors and committees of Directors including:

- the names of the Directors present at the meeting;
- the decisions made at the meetings; and
- where appropriate the reasons for the decisions.

Accounts.

43(1) The Directors must prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

(2) The Directors must keep accounting records as required by sections 221 and 222 of the Act.

Annual Report and Return and Register of Charities.

44(1) The Directors must comply with the requirements of the Charities Act 1993 with regard to:

- (a) the transmission of the statements of account to the Charity;
- (b) the preparation of an annual report and its transmission to the Commission;
- (c) the preparation of an annual return and its transmission to the Commission.

(2) The Directors must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

45 Any notice to be given to or by any person pursuant to the articles:

- (1) must be in writing; or
- (2) must be given using electronic communications.

46(1) The Charity may give any notice to a member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
- (c) by leaving it at the address of the member; or
- (d) by giving it using electronic communications to the member's address.

(2) A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

47 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

48(1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(2) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

(3) A notice shall be deemed to be given:

- (a) 48 hours after the envelope containing it was posted; or
- (b) in the case of an electronic communication, 48 hours after it was sent.

Indemnity.

49 The Charity shall indemnify every Director or other officer or auditor of the Charity against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

Rules.

50(1) The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.

(2) The bye laws may regulate the following matters but are not restricted to them:

- (a) the admission of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;
- (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Act or by these Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

(3) The Charity in general meeting has the power to alter, add to or repeal the rules or byelaws.

(4) The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.

(5) The rules or byelaws, shall be binding on all members of the Charity. No rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Signatures, Names and Addresses of Subscribers

.....
.....
.....
.....
.....

Dated:

.....

Witness to the above Signatures:

.....

Name:

.....

Address:

.....

.....

.....

.....

Occupation:

.....

The Association was registered with these Articles as Company no 5472607 at Companies House on 6 June 2005.

RULES OF SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

Introduction

1. These rules are made in accordance with Article 50 of the Articles of Association of Shirehampton Public Hall Community Association (SPHCA). Nothing in the rules shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or the Articles of Association of SPHCA.

Objects

2. SPHCA's Objects are set out in the Memorandum of Association, and are:
 - 2.1. to promote the benefit of the inhabitants of the parish of Shirehampton (hereinafter called 'the area of benefit') without distinction of sex, sexual orientation, race or of political, religious or other opinions, by associating the local authorities, voluntary organisations and inhabitants in a common effort to advance education, and to provide facilities in the interests of social welfare for recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants;
 - 2.2. to establish the Shirehampton Public Hall as a Community Centre (hereinafter called 'the Hall') and to maintain and manage, or to co-operate with the Council of the City of Bristol in the maintenance and management of the Hall for activities promoted by the Association and its constituent bodies in furtherance of the above objects.

Membership

3. Membership shall be open, irrespective of political party, nationality, religious opinion, race or colour to:
 - (i) Individuals living or working in the area of benefit who shall be called Full Members.
 - (ii) Individuals living or working outside the area of benefit, who shall be called Associate Members and who shall not have the right to vote at General Meetings of SPHCA.
 - (iii) Affiliated Groups, which shall be such national, international and local voluntary or non-profit distributing organisations, whether corporate or unincorporated, as are interested in furthering the said work. Non-profit organisations who are regular users of the Hall, known as User Groups, shall be Affiliated Groups.
 - (iv) Statutory authorities in whose administrative area SPHCA lies.
4. The Trustees shall have the right for good and sufficient reason to suspend or to terminate the membership (full or associate) of an individual or an affiliated group, provided that the individual member or any person representing the affiliated group shall have the right to be heard by a meeting of the Trustees before the final decision is made.

Subscriptions

5. All full members, associate members and affiliated groups shall pay such subscriptions as the Trustees may from time to time determine.

Board of Trustees

6. The policy and general management of the affairs of SPHCA shall be directed by the Trustees. They may set up Committees to assist and advise the Board of Trustees. Committees can be either permanent or set up for a fixed term to carry out a particular task. Such Committees may advise the Board, and may be delegated with such powers as the Trustees may decide in each case. Any Committee may include members who are not Trustees, but in any case a Trustee will be appointed to chair the Committee, and only Trustees may vote at Committee meetings. If any powers have been delegated then the Committee must include at least two Trustees.
7. Each User Group will normally nominate one of its members to serve as a Trustee, at each Annual General Meeting, unless there is already such a member who will not be retiring by rotation at the meeting. The trustees will ensure that there are sufficient vacancies that each User Group nominee can be elected, if the members so agree.
8. The Trustees will be elected as set out in the Articles of Association. Each Trustee serves in a personal capacity, and has a duty to act in the best interests of the Association as a whole.

Officers

9. At their first meeting after each Annual General Meeting the Trustees shall appoint from their number a Chair, Vice-Chair, Treasurer and such other Honorary Officers as they shall from time to time decide. They will also appoint a Secretary, as set out in Article 50. The Trustees shall be ex-officio members of SPHCA.

Meetings

10. General Meetings of SPHCA, including the Annual General Meeting, will be held in accordance with the provisions of Articles 5 to 18.
11. The Trustees may make Standing Orders for the conduct of meetings of any Committees. These will be binding on all those present at any such meeting.

Alterations to the Rules

12. These Rules may be varied at a General Meeting of SPHCA, as set out in Article 50 (3).

These Rules were approved by the Board on 21 March 2006.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

ROLES AND RESPONSIBILITIES OF USER GROUPS

1. Eligibility

The Association's Rules define several categories of membership. Clause 3 (iii) reads: *Affiliated Groups shall be such national, international and local voluntary or non-profit distributing organisations, whether corporate or unincorporated, as are interested in furthering the said work.* In practice the only Affiliated Groups are those who regularly use the Hall. They are usually referred to as User Groups.

This Policy sets out the benefits which User Group status imparts to an organisation. It also sets out the responsibilities which an organisation is expected to assume in return for these benefits. A User Group must fall within the definition of Affiliated Groups above. In particular, it must be a voluntary or non-profit distributing organisation (although an organisation which distributes any profits to charity or other community organisations would not be excluded).

2. Benefits of User Group status

2.1 Reduction in Hire Charges. The Committee may reduce the charges for hiring the Hall, paid by User Groups. At present, the standard charges are reduced by 50%. This level can be altered by the Committee, but reasonable notice would be given.

2.2 Participation in management and decision making for the Association and the Hall. Each User Group has the opportunity to participate fully in the management of the Association. This should ensure that each Group's interests are fully taken into account in all decisions on the running of the Hall.

3. Responsibilities of User Groups

3.1 Nomination of Board Members. Directors are appointed by the whole membership of the Association, and cannot be appointed directly by User Groups. However, each User Group is expected to nominate one of its members to the Board, at the Annual General Meeting. It is important that Groups recognise that the people appointed to the Board of Directors become Charitable Trustees of the Association. The Trustees have collective legal responsibility for all aspects of the Association's business. Non attendance at Board meetings does not remove a Trustee's responsibility for the actions of the Association.

3.2 Association Membership. Each member over the age of 18 of a User Group, and each regular user of the Group's facilities, is expected to become an Individual Member of the Association. The Group will collect such members' annual subscription, and pass the collected subscriptions, with a list of members, to the Secretary every year. If an individual is a member of more than one User Group, only one subscription is required.

3.3 Terms and Conditions of Hire. Each User Group must abide by the normal Terms and Conditions for the Hire and Use of the Association's facilities, unless specifically varied by the Board. Each Group must also follow all guidance for the use of facilities in any User Guide approved by the Board. In particular, each Group must ensure that all who attend the Group's activities obey the No Smoking policy applied on the Association's premises.

4. Termination of User Group Status

5. Rule 4 of the Association states: *The Trustees shall have the right for good and sufficient reason to suspend or to terminate the membership ... of ... an affiliated group, provided that ... any person representing the affiliated group shall have the right to be heard by a meeting of the Trustees before the final decision is made.* The Board therefore has the power to terminate an organisation's User Group status if the group does not fulfil its responsibilities as set out above.

5. Approval

This document was approved by the Board January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

COMPLAINTS PROCEDURE

1. Scope

For users of Shirehampton Public Hall, and members.

2. Procedure

1. The complaints procedure exists to ensure that any problems or issues an individual or group might wish to raise are dealt with as quickly and efficiently as possible
2. An individual or group with a complaint should raise the matter with the Hall manager, or if inappropriate the Chair of the Association
3. If a verbal response does not resolve the matter, the complainant should put the matter in writing to the Hall manager or Chair of the Association.
4. This should be acknowledged, recorded and investigated and a written response made within 10 working days.
5. If the complainant feels the matter has not been resolved, a meeting will be called with the Chair (if the Hall manager had been approached under '2') or with Board Officers (if the Chair had been approached under '2'). This should usually be within 7 days of the request for the meeting.
6. Any complainant may be represented by or supported by a representative or a friend at any stage.
7. A written response and proposed actions will be given to the complainant and the Board. The outcome of this meeting will be final on behalf of the Association.
8. It is the Shirehampton Public Hall Community Association's responsibility to ensure that the outcome of any complaint is acted upon.

3. Approval

This document was approved by the Board January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

CONDITIONS OF HIRE

1. The Hall is administered by the Shirehampton Public Hall Community Association, which will be called "the Association" in these Conditions.
2. The hire of the Hall is at the discretion of the Hall Manager or the Association.
3. The Hire Charge shall be calculated from the Association's current scale of charges and shall be agreed when the booking is made.
4. When the booking is made, the Hirer, **not being a person under the age of 18**, will be required to sign the Booking Form and may be required to pay a deposit. The deposit will be at the discretion of the Hall Administration and additional to the Hire Charge. The hire charge must be paid within 21 days of the date of the invoice.
5. If during the hire any damage is caused to the Hall or its contents or fittings, the Association will deduct the cost of repair, cleaning or replacement from the deposit. If this cost exceeds the Deposit then the balance will be immediately payable by the Hirer.
6. If during the hire no damage has been caused to the Hall, or its contents or fittings, then the Association will refund the Deposit to the Hirer within two weeks after the last date of hire.
7. If the hire (parties or one off bookings) is cancelled by the Hirer less than three weeks before the date of hire then the Association reserve the right to keep the Deposit. In which case, the Hirer will not be held in breach of contract. If the Association has to cancel the hire for any reason, then the Deposit and any Hire Charge paid by the Hirer will be refunded to the Hirer immediately, and the Hirer will have no further claim upon the Association.
8. If for any reason the hire is cancelled by regular, weekly users of the Hall, the booking will still need to be paid for unless the Hall is deemed unsuitable for use by the Hall Manager or the Association.
9. The Hirer must tell the Association when making the booking for what purpose the Hall is to be used and must use the Hall for that purpose only. The hirer must state the approximate number attending the event.
10. The Hirer may not transfer this booking to anyone else without prior agreement with the Hall Manager. Any attempt to transfer the booking will be treated as cancellation of the booking by the Hirer.

Licence Conditions

11. The Hirer will ensure that no more than 200 people are present in the Hall at any one time.
12. **No public dancing, singing, music and other public entertainment shall take place after 11pm** on Mondays to Saturdays or on any Sunday.
13. Amplified music shall not be played at a level that will cause unreasonable disturbance to occupants of any properties in the vicinity.
14. **The Hall is not licensed for the sale of intoxicating liquor.** The Hirer shall be responsible for obtaining any licence, which may be necessary, and for ensuring that the terms of such licence are complied with.
15. The Hirer is warned that a licence is required for the public reproduction of recorded music and is required to obtain any such licence, if required.

Health and Safety

16. The Hirer agrees to abide by the terms of the Association's Health and Safety policy. In particular:
 - a) The Hirer must ensure that persons using the premises do not smoke.
 - b) The Hirer must seek authorisation from the Hall Manager before using the stage hoist.
 - c) The Hirer must inform the Hall Manager of any Health and Safety concerns.
17. The stairways, entrance hall & kitchen are not to be used as activity areas and must be left clear at all times.
18. The Hirer is responsible for any food, drink or catering that is either prepared on the premises, or brought in from outside, such as that supplied by a caterer. The Hall is not responsible for any food or drink that is consumed on the premises during a Hirer's event.

Responsibilities

19. The Hirer must:

- a) Nominate a Person to be responsible for the event/function.
- b) Be responsible for **FIRE SAFETY**.
- c) Be responsible for keeping good order among visitors during the hiring and shall not allow any activity that may cause annoyance or offence.
- d) Ensure all members of the Group use Hall facilities in a safe manner, and are properly instructed in the safe use of equipment and facilities.
- e) Ensure Hall is left in a clean and tidy condition.
- f) Ensure all lights are switched off, all doors are locked, windows closed and the building is left in a secure state.
- g) Be responsible for the safety of any electrical equipment brought on to the premises.
- h) Assist persons with disabilities to safely access, use and vacate the building.
- i) Ensure all visitors leave the Hall at the time agreed on the Booking Form and that they do so quietly.
- j) Ensure all young people, namely children, are adequately supervised.
- k) Fulfil any legal requirements concerning the care of children.
- l) **NO HELIUM BALLOONS MAY BE USED.**
- m) **NO SMOKE OR BUBBLE MACHINES MAY BE USED IN THE HALL.**

20. No equipment belonging to the Association may be removed from the premises at any time without prior consent from the Hall Manager.

21. The Association accepts no responsibility for loss or damage to the users' property whilst on the premises.

Approval

This document was approved by the Board January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

CONFIDENTIALITY POLICY

1. Scope

For the use of Board Members and staff

2. Policy

The work of the Association is in the main open to public scrutiny, approved minutes of meetings should be publicly available.

However from time to time there will be a need to discuss confidential matters especially regarding members of staff. If Board members are discussing individual members of staff they should be aware they are doing so in their trusted capacity as employers.

Anyone contributing to a Board discussion should have a reasonable expectation that what they say and any supplementary documents introduced should not go beyond that meeting. However, if people other than Board members are present or the minutes are made public these expectations do not stand.

If a confidential matter is to be raised at a Board meeting

1. The matter should be noted 'confidential' on the agenda
2. People who are not formal members of the Board should be excluded from these discussions
3. It should be noted in the public minutes that a confidential item was discussed
4. A separate confidential minute should be produced and circulated to Board members only.
5. The Chair should specify where the confidential minute should be kept so that it is available as a record of the discussion and decision, but is not available for public inspection.

3. Approval

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

DATA PROTECTION AND INFORMATION SHARING POLICY

Purpose of this policy

To set out how SPHCA intends to comply with the Data Protection Act 1998.
To set out the conditions under which personal information may be disclosed to a third party.

Notification

SPHCA is a not-for-profit organisation that holds and processes personal information on trustees, staff and members only for the purposes of keeping accounts and establishing eligibility for membership. SPHCA is therefore not required to register with the Information Commissioner's Office.

Data Controller

The data controller will normally be the Chair of SPHCA

Information sharing

SPHCA does not share personal information with other similar organisations, and it does not share personal information for commercial purposes. Trustees are reminded that some personal information is in the public domain due to the requirements of the Charity Commission and Companies House. Our website www.shirepubhall.org.uk contains personal details which are published with the permission of the individuals concerned.

SPHCA may be legally required to disclose personal information for judicial or tax reasons. If a child or vulnerable adult is deemed to be at risk we will follow the procedure outlined in our policy for safeguarding children and vulnerable adults, which may result in information being disclosed to police or social services. Wherever possible individuals will be informed and their permission sought for disclosure. In an emergency situation information may need to be disclosed without permission.

Storage of information

Personal information about staff is kept in secure storage at SPHCA premises and on secure computers belonging to the treasurer. Information will be destroyed and deleted when there is no continuing need for it to be kept. This is normally 5 years for accounting purposes.

Approved by Trustees January 2016

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

DISCIPLINARY PROCEDURE

The primary object of this procedure is to establish disciplinary practices that are fair and reasonable, which will be understood and respected, and which contribute to a sound relationship between management and staff.

For the purpose of disciplinary action the Chair of the Board will be responsible for implementing procedures. However, the Chair may delegate responsibility to, or discuss the matter with, another member of the Board (ie the Vice Chair, Treasurer or Secretary).

1. **Gross Misconduct**

1.1 Where an allegation of misconduct is made against an employee, which is of a serious nature an employee may face termination of employment. The procedure laid out in 1.3 will apply to any employee against whom the allegation of gross misconduct has been made.

1.2 Examples of gross misconduct include the following and relate to all employees.

- Theft from the organisation, staff, management and users (both individuals and organisations).
- Fraud perpetrated against the organisation – such as falsification of subsistence and expenses claims
- Assault or other criminal activity on the premises or on those of a user organisation.
- Sexual or racial harassment.
- Gross disregard for the health and/or safety of any person.
- Being under the influence of drugs/alcohol at work
- Gross insubordination or wilful disobedience.
- False information on application of employment form.

This is not an exhaustive list.

1.3 **Gross Misconduct Procedure**

1.3.1 Any allegation of gross misconduct must be made in writing to the Chair of the Board who will convene a meeting of a Disciplinary Panel. The Disciplinary Panel will consist of a minimum of 3 members of the Board.

1.3.2 The Chair, with the approval of at least two members of the Board may suspend with pay the employee concerned pending a full investigation by the Disciplinary Panel. Suspension should not be seen as a punishment or disciplinary action. It will be carried out immediately and seen as a stage in the procedure. It will be carried out to protect all concerned to allow investigations to take place.

1.3.3 Full details of the allegation shall be given, in writing, to the employee by the Chair of the Board.

1.3.4 Within the agreed time of no more than 10 days, the organisation's disciplinary Panel will have an initial meeting to decide whether or not there is a case. The employee against whom the allegation is made is invited to be present and has the right to be accompanied by a representative (trade union or otherwise). After the meeting the Disciplinary Panel may decide to further suspend the employee

concerned on full pay, pending a further investigation.

- 1.3.5 If after objective investigation there is clear and tangible evidence which substantiates the allegations and there are no mitigating circumstances the Disciplinary Panel wish to take into account, the employee will be dismissed. The notice of dismissal will be in writing and will include the reasons for dismissal.
- 1.3.6 The employee concerned shall have the right, within 14 days of receiving the notice of dismissal, to appeal against this decision. Any such appeal must be put in writing to the Chair who must set up an Appeal Panel consisting of people who have not previously been involved in the disciplinary hearings. The Appeal Panel must meet within 14 days of the appeal being lodged. The employee has the right to be present at this meeting and to be accompanied by a representative (trade union or otherwise). The findings of this Appeal Panel will be binding.

2. General Misconduct

2.1 Informal Procedure

Minor faults will usually be dealt with informally by discussion between the Manager or Chair of Trustees and the employee concerned. The employee has a right to request an informal meeting with a member/s of the Board. In cases where such informal discussion does not lead to improvement, or where the matter is more serious, the following procedures should be used.

2.2 Disciplinary interviews

Before any warning is issued or dismissal decided upon, the employee will be interviewed in private by the Manager or Chair of Trustees. Five working days notice of such an interview shall be given to the employee together with a written statement of the area of concern to be discussed. The employee will be entitled to be accompanied by a representative of his/her choice. The representative will inform the Manager or Chair of their intention to attend, prior to the interview. The reason for the interview will be fully explained and the employee and/or his/her representative shall have proper opportunity to state his/her case. A record of the interview shall be prepared and shall be agreed by the parties. If it is decided to issue a warning the employee shall be left in no doubt as to the standard that is expected or the consequence of a repetition of the original area of concern. A warning will include both a specified period in which improvement is expected and a clear statement of the training and/or other support programme Shirehampton Public Hall Community Association will implement to aid the employee to improve performance.

2.3 Stage 1 - Verbal Warning

In cases of less serious misconduct or where work performance is unsatisfactory a formal verbal warning, may be given to the employee by the Manager or the Chair of Trustees.

2.4 Stage 2 - Written Warning

If conduct or work performance does not improve, or if the case is more serious, a formal written warning, may be given by the Manager or the Chair of Trustees.

2.5 Stage 3 – Dismissal

- 2.5.1 In cases where, despite verbal and/or written warning, there is still no improvement in conduct or

work performance, the Management may recommend dismissal. In such cases the Chair shall inform the rest of the Board of this recommendation. Only the Chair of the Board can authorise dismissal.

- 2.5.2 Where the Chair of the Board is also the line manager of the employee concerned the Chair's recommendation for dismissal shall be referred to a Disciplinary Panel composed of 3 members of the Board. In these circumstances dismissal can only be authorised by a majority of the Disciplinary Panel.

2.6 **Warnings and Personnel Records**

When any informal verbal or written warning is given the employee will be told that such warning is part of the disciplinary procedure and the consequences if improvement does not take place will be explained. All formal warnings will be recorded, and will remain on file for one year and then be discarded.

An employee shall have the right to inspect his/her personal file at any time without notice.

2.7 **Appeals**

An employee may appeal against any decision made in the course of operation of this procedure. Appeals should be in writing and addressed to the Chair of the Board and should be made within 3 working days of the warning or dismissal in question. At an appeal the employee will again be given an opportunity to state his/her case and will have the right to be accompanied by a representative of their choice. All appeals will be heard as quickly as possible, normally within 10 working days.

All appeals will be to an Appeal Panel of the Board who were not involved in the original investigation. The decision of this Appeal Panel shall be final.

Approval

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

ENVIRONMENTAL POLICY

Aim & Objectives

The Environmental Policy covers all aspects of SHPCA operations - from good housekeeping measures such as using both sides of paper prior to recycling, to ensuring that investments made are environmentally sound.

The policy also commits us to promoting suppliers and services who adhere to environmentally sound ways of operating.

The Environmental Policy will be regularly referred to in decision-making. It is to be included during the induction of new staff, Trustees and volunteers. It shall be reviewed annually by the Trustees.

SHPCA practises the principals of the 3Rs by:

i. Reducing waste where possible by thinking about what we buy and how we use it. Non-essential documents and emails will not be printed. We will annually review which internal documents and external publications are essential, if they are not they will be cancelled thus reducing waste and saving money. We will endeavour to avoid disposable cups and food packaging bought by the office and for events. We will ensure all our printing and photocopying is double-sided.

ii. Re-use wherever possible by trying to find a second life for items especially paper and office stationary. Scrap paper will be used in printers, fax machines, for taking messages and for writing notes or draft copies of documents. Envelopes and packaging will be reused.

iii. Recycle as the least preferred option of the 3Rs. SHPCA will use the in-house systems for card and paper re-cycling. Toner cartridges and inkjets will also be recycled. If office furniture or IT equipment is being replaced then SHPCA will seek to have those items reused or recycled. We will use/support social economy organisations to recycle materials as appropriate. SHPCA will buy recycled products whenever possible.

We will endeavour to switch all publications and general office papers to 100% post-consumer waste recycled papers, any additional purchasing costs will be balanced against reduced consumption (see above). When purchasing other items of office equipment recycled options will be considered.

Fair trade

SHPCA will seek to purchase fair-traded and environmentally sound goods. In particular wood products should carry the Forestry Stewardship Council logo.

Local produce & products

Wherever possible we will buy locally produced items, and when catering for meetings and events will purchase from local traders.

Promotion of environmentally friendly transport

SHPCA will promote the use of cycling and walking as the main means of travel to local meetings, and use public transport where systems allow efficient use. For journeys that require the use of a car, car sharing will be encouraged. (Where personal mobility or access issues present an excluding difficulty for SHPCA members, SHPCA will arrange appropriate transport in line with our Equal Opportunities Policy).

Energy efficiency

SHPCA will seek to minimise the use of energy in its activities. We will address this issue within our office space in relation to equipment etc., for example lights and equipment will be switched on only when needed and not out of routine. All computers, monitors, printers etc will be completely closed down after use.

Approval

This document was approved by the Board January 2016.

EQUALITY AND DIVERSITY POLICY

AIMS OF POLICY

The policy sets out how we aim to protect all users, employees and volunteers from direct and indirect discrimination in all areas of our organisation. The Equality Act 2010 specifically includes the following groups.

- age (in employment, further and higher education only)
- disability and carers of those with a disability
- gender identity and gender reassignment
- marriage or civil partnership (in employment only)
- pregnancy and maternity, including breast feeding
- race
- religion or belief
- sex
- sexual orientation.

We aim to ensure that Shirehampton Public Hall Community Association reflects and meets the needs of the local community and incorporates equal opportunities into all areas of our work.

We aim to ensure that the makeup of the Board and staff team at all levels reflects the make up of the community we serve in Shirehampton.

We aim to ensure so far as is reasonably practicable that premises are accessible for all members of the community.

MEMBERS / USER GROUPS AND DELIVERY OF SERVICE

Equal opportunities will be considered in all aspects of the service Shirehampton Public Hall Community Association provides. This will be reviewed regularly and monitored for effectiveness.

Language or behaviour designed to be offensive to any of the groups outlined in our statement is unacceptable and will not be tolerated by the organisation. Membership rules and notices to users will explicitly state that discriminatory language or behaviour is not acceptable.

The membership of the organisation will be reviewed regularly to identify which communities are under represented. Constitutional changes may be considered if our membership is found to be unrepresentative.

We will also review the image and work of the organisation regularly. We aim to ensure that Shirehampton Public Hall Community Association is accessible to all members of the community equally. To achieve this end we will consider holding open days to promote our work, producing specialist information for certain organisations and consulting groups on how to make our organisation more relevant

We strive to ensure that the premises are physically accessible to all members of the community. We will work towards obtaining the specialist advice to make the building accessible to those who are disabled.

Any publicity of the organisation will state our commitment to equal opportunities and will promote positive images of those groups in the community who suffer discrimination

Equality of access will be considered in all activities and resources. It is crucial that all member groups and hirers are able to use the organisation without discrimination. Shirehampton Public Hall Community Association has an important role to play in promoting anti-discriminatory practice. Positive anti - sexist and anti - discriminatory values will be integral to all programmes of activities.

BOARD OF DIRECTORS

We aim to reflect the makeup of the community in the decision making process of the organisation and actively encourage members of groups subject to potential discrimination to join the Board. The Board will be regularly reviewed to ensure that it reflects the diversity of individuals and groups within the community. This includes a review of the process of decision making which involves informal meetings.

If the Board is found to be unrepresentative the organisation may consider co-options or reserved places for those who can make a special contribution. This will be fully discussed by the Board

It is a condition of membership to follow the principles of the Equality and Diversity Policy

Consideration will be taken when arranging the time and venue of any meeting to ensure these are as accessible as possible. Where members have care responsibilities, which preclude them from attending meetings the Board will consider reasonable requests to support them attend meetings

Equal opportunities training needs for the Board will be reviewed regularly and arranged as appropriate

RECRUITMENT

All posts are advertised openly and widely and agreed, consistent selection procedures are followed at all times. All those involved in recruitment follow an agreed recruitment procedure. This includes the format and process for job descriptions, application forms, adverts, selection and induction.

CONDITIONS OF SERVICE

Premises, working conditions and terms and conditions will promote equality of opportunity and ensure that certain groups are not discriminated against.

All efforts will be made to ensure that premises are accessible to disabled people. It is important that those with dependants are not discriminated against. Working patterns and arrangements will be considered to determine which are essential and which could be flexible. Equal opportunities will be considered in all aspects of the staff terms and conditions and will be reviewed regularly. This will include consideration of leave for periods related to maternity, paternity, sickness and care of dependents.

The organisation aims to ensure that no member of staff is subjected to offensive language or behaviour in their workplace or in their work. Staff contracts should specifically state that offensive language or behaviour is not acceptable.

Staff training needs in issues of equal opportunities will be reviewed regularly and arranged as appropriate.

MONITORING AND REVIEW

The Board will be responsible for implementing the equal opportunities policy. This may be delegated to a sub group which will report back to the main Board.

Any complaint or grievance should be made to the Hall Manager or Chairperson who will take the necessary action.

Equal opportunities strategies will be regularly reviewed and monitored. The Equality and Diversity Policy will be reviewed annually by the trustees.

This document was approved by the Board in January 2016.

GRIEVANCE PROCEDURE

All grievances, claims or other questions of concern, which employees raise, shall be dealt with carefully and fully in accordance with the following procedure, with the aim of settling them as quickly as possible.

At all stages of the procedure, employees have the right to be represented by a trade union official, or a friend who is acting in a non-legal, supportive role.

1. An employee who has a grievance with another worker, user, or management member should in the first instance raise this with this person.
2. If the grievance cannot be resolved it should be referred to the Manager, initially: then, if still cannot be resolved, to the Chair of the Board (or other Board Officer in their absence). If the Chair can deal with the grievance, it should be settled within 5 working days. If the decision is unacceptable to the employee, or if the grievance is outside the terms of reference for the Chair, the grievance should be put in writing and forwarded to a special meeting of the Board.
3. The Board will invite the employee and, if wanted, a union official or any other person acting in a non-legal capacity to discuss the grievance and will give a decision as early as possible and not later than 5 working days.
4. If the decision is unacceptable to the employee, reasons should be given in writing within 14 days with a request for arbitration. The Board will seek to find a mutually acceptable, appropriate body, to help with arbitration.
5. Both parties accept the arbitration decision as binding in honour but agree that it is not intended as a legally enforceable agreement between them. It is further agreed that the parties to the agreement will use their best endeavour, and that the spirit and intention of the arbitration decision is honoured at all times.
6. If the grievance is specifically with the Manager the complaint should be made to the Chair. If the grievance is specifically with the Chair, the complaint should be made to another Board officer who would convene a meeting of the whole Board to resolve the issue. If the grievance is against the Board as a whole then the Board should seek to find an independent arbitrator to help resolve the issue.

Approval

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

HEALTH AND SAFETY POLICY

PART 1 GENERAL STATEMENT OF POLICY

Shirehampton Public Hall Community Association is committed to providing and maintaining safe and healthy conditions for its staff, volunteers, users and visitors.

The Association is not required to have a written Health and Safety Policy under current legislation. However, because of its commitment to a safe environment, it has recognised that a Health and Safety Policy will help all those involved in the Association to ‘think safety’ at all times. Emergency procedures and contact details are shown at the end of this document.

It is the Association’s policy to:

- Provide safe and healthy working conditions for all its employees, volunteers, users and visitors, and to comply with all relevant statutory requirements.
- Conduct its activities without risk to the general public.
- Provide appropriate supervision and training in health and safety, so far as is reasonably practicable in each case.
- Renew and update this Health and Safety Policy Statement regularly, as necessary, and at least annually.

This policy applies to all activities at Shirehampton Public Hall. It sets out the health and safety responsibilities of the Board, Bristol City Council, employees, volunteers, users and hirers of the hall, contractors, and members of the public. The policy also applies to any activities which the Association carries out away from the Public Hall.

This policy is in three parts. Part 1 is this statement of overall policy. Part 2 describes the organisation of health and safety, and sets out responsibilities of different groups. Part 3 gives details of arrangements and procedures.

The Association requires all individuals on its premises to take reasonable care of the safety of themselves and of others who may be affected by their acts, and to co-operate in achieving a safe environment. The Association operates a strict No Smoking policy.

PART 2 ORGANISATION OF HEALTH AND SAFETY

Shirehampton Public Hall is owned by Bristol City Council. Shirehampton Public Hall Community Association manages it on a day-to-day basis. The Association has part-time employees. Other organisations based at the Hall have their own part-time employees. From time to time, the Association holds events at the Hall. However, most activities are carried out by the other organisations based in the Hall, or by groups or individuals who have hired its facilities. It is therefore necessary to clarify the health and safety responsibilities of all these parties.

1. Bristol City Council

The City Council owns the Public Hall, which is occupied by the Association. The Council retain responsibility for the fabric of the building, and main services, including heating, gas, and electrical installations, the fire alarm system, fire extinguishers, water and sewerage. It is the City's responsibility to ensure that all of these are maintained in safe condition.

2. Shirehampton Public Hall Community Association

The Association is governed by its Board. The Board takes responsibility for all of the Association's health and safety obligations. It delegates these to the Health and Safety Officer (who may be an employee, Board member or volunteer). The Health and Safety Officer will manage the Association's responsibilities in the first instance, but will refer any problems back to the Board. The Board remains responsible for ensuring that the Association complies with its obligations.

The Association has the following responsibilities:

- i. To inform the City Council of any safety related problems with the building fabric or with services for which they are responsible, and to monitor the City's rectification of any problems.
- ii. To confirm that the City carries out any necessary periodic checks of safety systems for which they retain responsibility, including fire alarms and extinguishers, emergency lighting, and fixed electrical and gas installations.
- iii. To maintain equipment owned by the Association in a satisfactory condition, and to carry out regular safety checks where applicable (eg plug testing).
- iv. To maintain the hoist giving access to the understage storage area in a safe condition, to ensure that all necessary inspections and insurance are completed, and that its use is restricted to those individuals who have been authorised.
- v. To comply with any safety requirements in the Hall's Licences.
- vi. To ensure that all employees work in a safe manner, that any risks arising in their work are properly assessed, and that any training needs which are identified are met.
- vii. To ensure that the Hall is kept in clean condition, and that the Cleaner is trained in safe methods of working.
- viii. To ensure that all volunteers work in a safe manner, that any risks arising in their work are properly assessed, and that any training needs which are identified are met.
- ix. To arrange to carry out regular checks on the operation of the fire alarm system, and to record the results.
- x. To provide first aid equipment, and keep it in good order.
- xi. To maintain an accident book, to investigate the circumstances of any incidents, to determine if any lessons can be learned, and to report to the appropriate authority any incident involving death, major injury, accidents resulting in over 3 day injury, diseases, dangerous occurrences or gas incidents, under the RIDDOR regulations.
- xii. To ensure that all hirers of the Hall are aware of their health and safety responsibilities.
- xiii. To check that stairs, gangways and fire exits are kept clear of obstruction, and that equipment is only stored in designated areas, and to ask users to clear obstructions they have caused.
- xiv. To ensure that all users of the Hall, and members of the public, have access to basic safety information.
- xv. To review this policy at least once a year.
- xvi. To carry out any other actions which will promote the health and safety of Hall users.

The detailed arrangements to discharge these responsibilities are set out in Part 3 of this policy.

3. Employees and Volunteers of the Association

The Association's employees include the Hall Administrator, the Cleaner, and any other individuals with a contract of employment. Volunteers are those carrying out work for the Association on an unpaid basis. They may also be members of the Board.

All employees and volunteers have the responsibility to co-operate with the Board and the Health and Safety Officer to achieve a healthy and safe environment, and to take reasonable care of themselves and others. They must not intentionally or recklessly interfere with anything provided for their health, safety or welfare, eg misusing equipment, knowingly adopting unsafe systems of work, deliberately putting someone else's safety at risk, etc. Serious breaches of the Health and Safety policy will be dealt with through disciplinary procedures.

Whenever an employee or volunteer notices a Health and Safety problem which they are unable to put right, they must immediately inform the Health and Safety Officer, or in his/her absence, one of the Officers of the Association.

This section does not apply to employees or volunteers of other organisations based at the Hall.

4. Hirers of the Hall and other rooms

The Association does not carry out most activities at the Hall itself. Any such activities are managed by an organisation or individual who hires the Hall facilities from the Association. The Association is not responsible for the actions of the hirer, or of individuals attending events put on by the hirer. The hirer agrees to accept obligations under this policy when he completes the Booking form. In particular, the hirer has the following responsibilities:

- i. To use any equipment belonging to the Association in a safe manner.
- ii. To ensure that the hirer's own equipment is in a safe condition.
- iii. To ensure that any employees or volunteers operate in a safe manner.
- iv. To ensure that all users of their services are made aware of any safety concerns, and that they behave in a safe way.
- v. To ensure that any relevant food safety and hygiene and similar regulations are complied with.
- vi. To enforce the No Smoking policy.
- vii. To comply strictly with the terms of any relevant conditions in the Hall's Licences.
- viii. To ensure that all necessary Child Protection and Vulnerable Adults policies are in place and observed.
- ix. To ensure that stairs, gangways and fire exits are kept clear of obstruction, and that equipment is only stored in designated areas.
- x. To carry out any safety-related request made by the Health and Safety Officer.
- xi. To inform the Association's Health and Safety Officer of any health and safety concerns about the building,

4. Contractors

The Association will ensure that any contractors working in the building are aware of this Health and Safety policy. In the case of contractors appointed by the Association, the Association must be satisfied that the contractor has made appropriate arrangements to ensure the safety of his own staff, of Hall users, and the general public.

5. All Users of the Hall and other rooms

All users of the Hall, including the general public, must take reasonable care of the safety of themselves and of others who may be affected by their acts, and co-operate in achieving a safe environment.

Where necessary training will be provided to ensure that any manual handling procedures are carried out safely.

All users must carry out any safety-related request made by the Health and Safety Officer. All users must comply with the No Smoking policy.

Violence or aggressive behaviour towards any member of staff or users of the Hall is not acceptable. If such behaviour is reported it will be dealt with according to the complaints procedure in this volume.

PART 3 ARRANGMENTS AND PROCEDURES

This part of the policy describes the detailed arrangements made to ensure that the Association meets its obligations as set out in Section 2 of Part 2.

1. The Health and Safety Officer (HSO) is the Hall Administrator. Unless otherwise stated, the HSO will be responsible to the Board for carrying out the responsibilities in Section 2 of Part 2.
2. The HSO will notify BCC's Property Services Department of any defects within the City's responsibility, copy these notifications to the Community Buildings Officer, and keep a log of defects and responses.
3. The HSO will keep an equipment maintenance register, and record safety checks of electrical and gas equipment and the hoist. The HSO will arrange for these checks to be carried out when they are due.
4. The hoist giving access to the understage area must only be used by people authorised by the HSO. The HSO will ensure that all authorised users have been trained in the use of the hoist, and will keep a register of those authorised.
5. The HSO will periodically inspect the condition of the First Aid equipment, and replace any used materials. The inspections will be recorded in the equipment maintenance register.
6. The HSO will keep a file of manufacturers' data sheets for cleaning materials and other substances used by the Association. The HSO will ensure that the use of such substances complies with the COSHH regulations, normally by ensuring that they are only used in accordance with the manufacturers' instructions, and that cleaners and other users are properly trained in their use.
7. The Booking Form will include conditions to ensure that hirers are aware of any obligations they have under the terms of the Hall's Licences.
8. The HSO, in conjunction with members of the Board and volunteers, will carry out an annual Risk Assessment of the Building and its facilities, and of the Association's activities.
9. A nominated volunteer will carry out operational checks on the Fire Alarm and Emergency Lighting systems at regular intervals (normally weekly), and record the results.
10. The Accident Book will be located in the kitchen. The HSO will examine it for new entries regularly.
11. Hirers may hold Fire Drills for their users, but any such exercise must be agreed in advance with the HSO.

12. What to do in an emergency

Action to take in the event of a fire is displayed in all rooms. Telephone numbers for the emergency services are displayed by the telephone in the foyer. Emergency contact numbers for BCC property services and the location of the water mains stop-cock are also in the foyer.

To ensure that all users are aware of this policy, it will be displayed on the notice board at the entrance to the building. The Booking Form will include a condition that hirers abide by it. All regular hirers will be given a copy and asked to draw it to the attention of their users. Fire Safety Notices, setting out the action to be taken in the event of a fire, will be prominently displayed around the building.

Approval

This document was revised and approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION RESERVES POLICY

Where possible provision should be made to hold approximately the equivalent of 6 months revenue costs of the Association – as set out in the annual budget - should the level of income for the Association fall to such a level that the Association is unable to meet its regular ongoing commitments the reserve will be used to cover these commitments.

If the level of income falls to the extent that the reserves have to be used the Board should call an emergency meeting to discuss the financial situation of the Association. Immediate steps should be taken to raise the level of income or make savings so that expenditure should stay within income levels.

The Association should be mindful that in the event of having to make savings and staff being laid off provision should be made for any staff member who has been employed for 2 years or more and may be entitled to redundancy payment. The Treasurer should calculate possible redundancy entitlements to be included and add this to the 6 months costings.

A rolling programme of improvements, decoration, or renewal of equipment within the Hall should be agreed by the Board and budgets allocated. If it is unlikely to expect these improvements, decoration or renewal to be paid for out of normal income or fundraising then reserves will be allocated to these items at the discretion of the Board.

If after taking into account the above commitments there are still reserves available it will be at the discretion of the Board how these reserves are used to further the aims of the association.

The Board should make use of any reserves and ensure they are kept in an interest bearing account until such time as needed. Interest on the account will be used towards revenue costs of the organisation.

Approval

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION RESPONSIBILITIES OF PERSON IN CHARGE OF THEATRICAL PERFORMANCES

1. The Secretary of the Association will nominate a responsible person for each production. The responsible person will be in charge of, and upon, the Hall premises during the whole time they are open to the public for a performance. The person in charge shall not be engaged on any duties that prevent him/her from exercising general supervision.
2. The responsible person will ensure that there are on duty at the Hall during the whole time that members of the public are present, two competent adult attendants. The responsible person will instruct these attendants on their duties in the event of fire or other emergency. The instructions given shall aim at the avoidance of panic and the safe evacuation of the Hall where necessary, rather than the extinction of fire. The instructions given to the attendants must include:
 - (a) Knowledge of the contents of the Fire Safety Notice on the wall.
 - (b) The procedure to inform the responsible person of the occurrence of a fire or other dangerous incident.
 - (c) Location of emergency exits for the areas they are supervising.
 - (d) The need to keep all fire resisting and smoke stop doors closed.
 - (e) Location of fire extinguishers in the areas supervised.
 - (f) The need to keep a clearance of at least 1m in any direction round all fire exits.
3. One attendant will be on duty on the ground floor of the Hall, and one in the balcony if used.
4. Before the beginning of the performance, the responsible person will make an announcement from the stage. This will include:
 - (a) The location of the fire exits.
 - (b) In the event of a fire, an instruction would be made from the stage to evacuate the building. The attendants on each floor should be told if any member of the audience discovers a fire.
 - (c) Smoking is not permitted in any part of the building.
5. The responsible person must ensure that all bolts on the main entrance doors are left unfastened, and the doors, including the side stage door if the stage is used, are unlocked, at all times that the public are in the building.
6. If either the general lights or the safety lights, fail for more than one hour, the public must be instructed to leave the building.
7. The responsible person will ensure that no structural alterations are made to the Hall, without the agreement of an Officer of the Association. Such alterations include the fixing of any equipment to the structure of the Hall, where this involves drilling, or leaving any other permanent change to the structure.
8. The responsible person will ensure that any additional lighting is installed to a recognised professional standard. The lighting will be left electrically isolated (e.g. by withdrawing all plugs from sockets), whenever there is no one in the building.
9. The responsible person will notify the Secretary of the Association or the Hall Manager at least 4 weeks in advance of the performance of any intention to install electrical equipment.

10. An outline of the production or event should be forwarded to the Secretary of the Association or the Hall Manager.
11. A seating plan should be forwarded to the Secretary of the Association or the Hall Manager. To comply with the conditions of the Theatre Licence the responsible person must ensure that
- a) Gangways intercepting the rows of seating shall be not less than 3ft 6in in width and shall lead direct to exits.
 - b) No seat shall be more than 15ft away from a gangway
 - c) All seats need to be joined together in the rows. The seats are attached by the clips on the legs.
 - d) All gangways, passages staircases and exitways shall be kept entirely free from chairs or any other obstruction.
 - e) Persons shall not be permitted to stand or sit in any of the gangways.
 - f) There shall be a space of not less than 12in between the back of one seat and the front of the one behind measured in perpendiculars.
 - g) If wheelchairs are used, each wheelchair user must be accompanied by a helper, seated close at hand and able to push the wheelchair, with its occupant, out into the open air in case of emergency without difficulty.
 - h) No petrol driven chairs are used in the hall.
 - i) Noise during the performance must be kept to a level that does not cause a nuisance to nearby residents. Please take extra care when entering and leaving the building to avoid disturbance and nuisance to residents in the vicinity of the Hall.
12. The responsible person has a general responsibility to ensure that the Conditions of the Association's Licence under the Theatres Act are complied with. The Secretary should be consulted if there is any doubt about any requirements.

NOMINATION OF RESPONSIBLE PERSON

Name of Production: _____
 Date(s) of Production _____
 Responsible Person: _____

I nominate the above person to act as the responsible person for the Production specified.

Signed _____ Hon Secretary

UNDERTAKING BY RESPONSIBLE PERSON

I have read and understand the duties of the responsible person outlined above, and I agree to carry out all of the actions required.

Signed _____ Responsible Person Date _____

Address _____ DoB _____

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION
POLICY FOR SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

Safeguarding Statement

Safeguarding is about everyone taking responsibility and acting to prevent and stop abuse. It is also about raising awareness for all on what abuse is and about ensuring that everyone knows where and how to access help and support to keep them safe.

This service aims to protect children and vulnerable adults.

This policy sets out the Safeguarding policy of Shirehampton Public Hall Community Association (the Association). It sets out what Board members, employees, volunteers should do, if they become aware of, or suspect, that a safeguarding issue is occurring or has occurred.

Hirers of the Hall must have their own safeguarding policy, or they must explicitly adopt the Association's policy when making a booking.

The Association has appointed a trustee, Marilyn Gorrie as the Designated Person to take the lead in implementing this policy.

Recruitment

When recruiting staff, volunteers and trustees, references will be obtained and checked, and appropriate CRB checks will be carried out. All staff, volunteers and trustees will be required to read and sign the association's safeguarding policy.

Who are vulnerable adults?

A vulnerable adult is someone aged over 18. Some adults can be vulnerable to abuse and unable to protect themselves for any number of reasons.

- * Mental health problems
- * Fragility or old age – may need help with day to day tasks
- * Physical or Learning disability

It includes anyone who for any reason is unable to care for or protect themselves.

What is meant by abuse?

The 1989 Children Act identifies four categories of abuse:

1. Physical abuse

This includes pushing, hitting, inappropriate use of sanctions or restraint and failure to prevent physical injury.

2. Sexual Abuse

This includes rape, unwanted touching or being forced to take part in any sexual act against ones will, also encouragement to participate in looking at, or producing sexually explicit material that the individual may not fully understand

3. Neglect

Persistent or severe neglect, including failure to protect from exposure to any kind of danger. With-holding necessities such as medication, adequate food and heating resulting in significant impairment of health or development, including non organic failure to thrive This includes not providing for psychological or emotional needs. Ignoring medical or physical needs by not providing access to appropriate health or social care.

4. Emotional/Psychological abuse

Severe or persistent emotional ill-treatment or rejection likely to cause adverse effects. Intimidation, threats, coercion, harassment and verbal abuse such as taunting or humiliating someone. All abuse involves some emotional ill-treatment.

Confidentiality

Confidentiality is crucial to all our relationships, however the law does not allow anyone to keep concerns relating to abuse to themselves.

Confidentiality may not be maintained if the withholding of the information will prejudice the welfare of the child or vulnerable adult. The welfare of the child or vulnerable adult is paramount.

Guidelines for Staff, Board members and Volunteers

The Association prioritises safeguarding as a responsibility of everyone which includes staff, trustees, tenants, hirers and volunteers.

Who might abuse?

Abuse can happen anywhere and can be carried out by anyone, such as\;

- Family, friends, neighbours
- Colleagues, volunteers
- Other users, hirers
- Strangers
- Anyone

We will work to address, implement and monitor Safeguarding arrangements through:

- Staff development
- Training

What should I do if I think someone is being abused, or someone is abusing me?

Everyone in contact with children and vulnerable adults has a duty to respond to any suspicions they may have or allegations they hear. Do not assume that someone else is doing something to help. Protecting vulnerable adults and children is everyone's responsibility. For our definition of vulnerable adults see the 'safeguarding statement'.

When abuse is disclosed or observed please follow these steps.

- **Recognise** – assess the situation and recognise signs and indicators of abuse. If an emergency call 999 if necessary.
- **Respond** – listen carefully to the concern, ask open questions to gather enough information to know it is a disclosure of abuse that needs to be passed on, be clear about what happens next and do not panic.
- **Report** – Your concerns should be reported to the designated person (DP) as soon as possible.
- **Record** – Relevant information about the incident and any observations of the individual should be recorded, but not in detail, and be passed on to the designated person.
- **Refer** – This is the responsibility of the DP to gather all the information to make a referral, if appropriate, by talking to the appropriate people inside and/or outside the organisation.

What to do if a member of staff is the subject of abuse or a disclosure?

The initial procedure is the same as above, report the matter immediately to the designated person. If the allegation is against the designated person, then the matter should be reported to an Officer of the Committee.

The role of the Designated Person for the Association

The designated person for safeguarding will ensure that the proper procedures and policies are in place and are followed with regard to safeguarding issues. They will act as a resource for employees, board members and volunteers to contact regarding any issues concerning bullying, harassment or abuse.

- They will treat disclosures as high priority and will seek advice.
- They will decide, where necessary, what action to take.
- They will help ensure the ‘discloser’ is kept informed about what will happen next, so that they can be reassured about what to expect.

Useful contact details - adults

Care Direct – 01179222700

The Police – 08454567000

In an emergency telephone 999

Useful contact details – children/young people

North Bristol – 01179038700

East/Central Bristol – 01179036500

South Bristol (Symes House) – 01173532200

South Bristol (Broadwalk) – 01179031414

Emergency Duty Team - 01454615165

Email: childprotection@bristol.gov.uk only to be used in non emergencies.

Other useful numbers

- Police Child Abuse Investigation Team – 01179454320
- NSPCC 24hr helpline – 08008005000
- NSPCC Text helpline – 85888

In an emergency call Police – 999

Declaration

I have read and agree to uphold and implement the Association’s policy for safeguarding children and vulnerable adults.

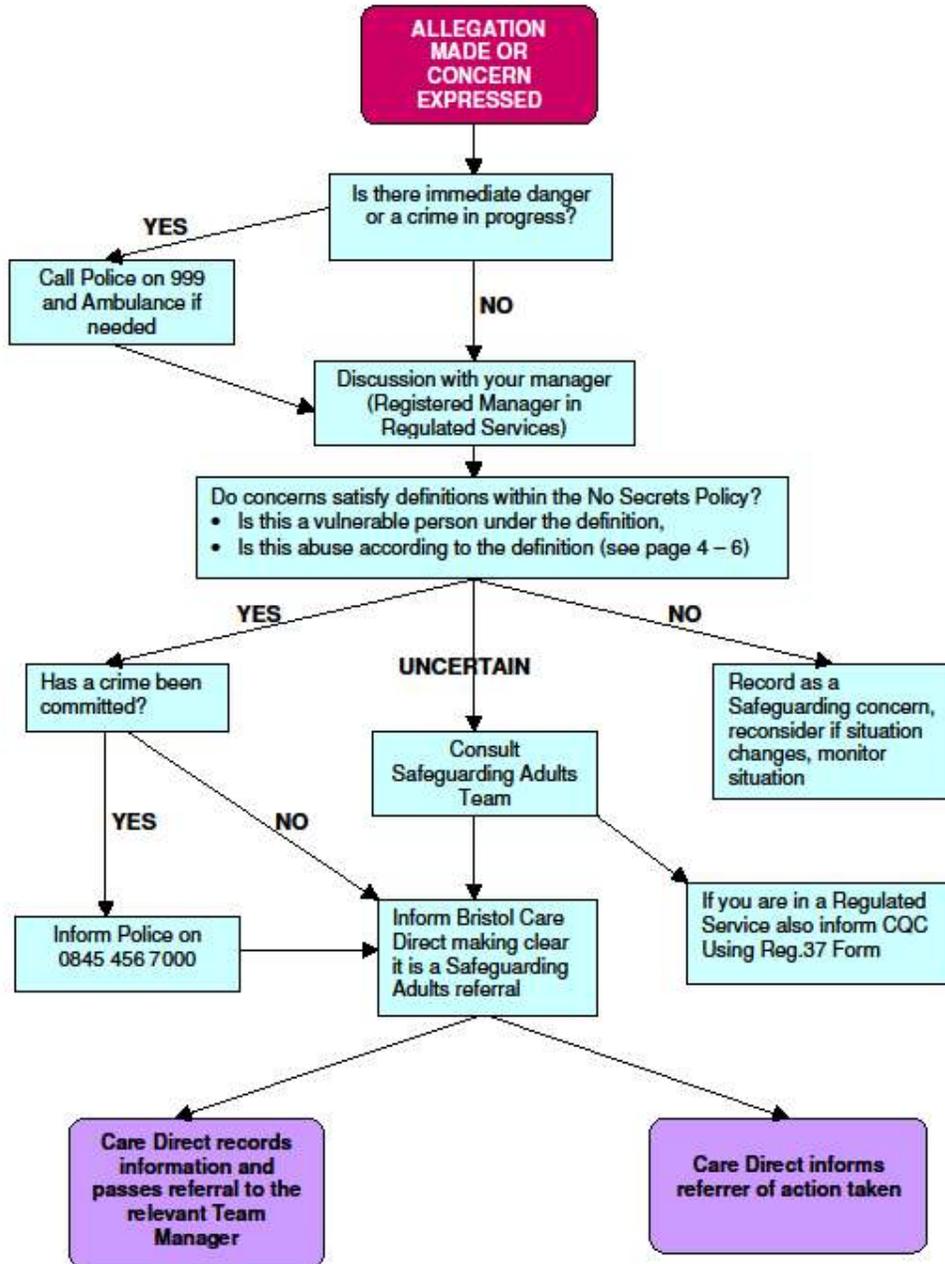
Signed

Date

Role (staff, volunteer, trustee, hirer, etc)

This document was approved by the Board on 21st January 2014. It will be reviewed before 21st January 2015.

No Secrets in Bristol January 2010
 Reporting Allegations and Concerns
 Arising in agencies that provide services to vulnerable people



No Secrets in Bristol – Alerter's and Reporters Guide – January 2010

USER GUIDE – MAIN HALL

Fire Safety

All persons hiring the hall must:

- Be familiar with the location of the fire exits, break glass points, and fire extinguishers in all areas of use, including the kitchen. To assist you with this there is a map located at the main FIRE POINT in the entrance lobby.
- Know the fire procedure – see the **Fire Action notices located next to the fire extinguishers.**
- Keep all fire escape routes clear.
- If the alarm does sound and there is a fire please dial 999 as there is no direct link to the fire service.

The Telephone

- For **emergency use only** – situated in the entrance hall.
- Emergency contact numbers are listed next to the phone.
- The Hall Tel no: **01179 829963**

First Aid

- The first aid box is situated in the kitchen cupboard.
- All accidents and incidents must be reported. The accident report book is in the kitchen next to the first aid box.

No Smoking

- Smoking is not permitted inside the building.

Alcohol

- Alcohol must not be sold on the premises **without a license.**

Noise

- All noise must be kept to a reasonable level and no music played after 11.00pm

The Stage

- No persons are allowed on the stage without prior consent from the Hall Manager.
- Children must be supervised.
- The cords must be used to operate the stage curtains.
- Do not use craft materials or prepare food near the stage curtains.
- Furniture and other combustible items must **not** be stored on the stage.

The Balcony

- **No food or drink to be consumed on the balcony.**

Equipment & Decoration

- Tables are stored in the right hand corner cupboard in the main hall. Please put the tables away when finished.
- Chairs must be stacked on the stand correctly in accordance with the chair stand notice.
- No decoration must be attached to the walls without the consent of the Hall Manager.
- **No Helium balloons, bubble machines or sparklers** are allowed in the main hall.

Damage to Property/Breakages

- Damage to property or equipment must be reported in the back of the accident report book. Your deposit may be retained to cover repair or replacement costs.
- User groups may be asked to contribute towards the cost of repair.
- No stilettos or heavy footwear to be worn in the main hall.

Cleaning

- The hall must be left in a clean and tidy condition.
- A broom and dustpan and brush are located in one of the toilet blocks off the main hall.
- All crockery and utensils must be washed and put away.
- **All rubbish must be securely tied and placed in the bin outside.**

On Leaving

- **Check and secure fire exit doors – check that bolts are firmly in place at the top and bottom.**
- Check and secure all windows.
- Check kitchen is safe and secure.
- Switch off all lights. (The light over the main entrance door is automatic)
- **Make sure you are the only persons left in the building.**
- Wait for the caretaker or nominated person to arrive to lock the building. If you have your own keys, ensure the main door is locked using the deadbolt lock.

THANK YOU FOR YOUR CO-OPERATION

Revised September 2013

This document was approved by the Board in January 2016.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

USER GUIDE

Penpole, Portway, Springfield & Horseshoe rooms

Fire Safety

- Be familiar with the location of fire exits, break glass points and fire extinguishers in all areas of use, including the kitchen. To assist you with this, there is a map located at the main FIRE POINT in the entrance lobby.
- Know the fire procedure – see the **Fire Action Notices located next to Fire Extinguishers.**
- Keep all fire escape routes clear.

The Telephone

- For **emergency use only**
- The telephone is situated in the entrance hall.
- Emergency contact numbers are listed next to the phone
- The Hall Tel.no. is 0117 **9829963.**

First Aid

- The first aid box is situated in the kitchen.
- All accidents and incidents must be reported. The accident report book is in the kitchen next to the first aid box.

No Smoking

- Smoking is not allowed inside the building..

Damage to Property and Breakages

- Damage to property or equipment must be reported in the back of the accident report book. Your deposit may be retained to cover repair or replacement costs.
- User groups may be asked to contribute towards the cost of repair.

Cleaning

- Rooms must be left in a clean and tidy condition.
- A dustpan and brush, and broom are situated in one of the toilet blocks off the main hall.
- All crockery and utensils must be washed and put away.

On Leaving

- Check and secure **fire doors.**
- Check and secure all windows.
- Check kitchen is safe and secure.
- **Switch off all heaters.**
- Switch off all lights. (The light over the main entrance door is automatic)
- **Make sure you are the only persons in the building.**
- Wait for the caretaker or nominated person to arrive to lock the building. If you have your own keys, ensure the main door is locked using the deadbolt lock.

THANK YOU FOR YOUR CO-OPERATION

This document was approved by the Board on 21st January 2014. It will be reviewed before 21st January 2015.

SHIREHAMPTON PUBLIC HALL COMMUNITY ASSOCIATION

CONFLICT OF INTEREST POLICY

All staff, volunteers, and management committee members of Shirehampton Public Hall Community Association (SPHCA) will strive to avoid any conflict of interest between the interests of SPHCA on the one hand, and personal, professional, and business interests on the other. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest.

The purposes of this policy is to protect the integrity of SPHCA's decision-making process, to enable our stakeholders to have confidence in our integrity, and to protect the integrity and reputation of volunteers, staff and committee members.

Examples of conflicts of interest include:

- 1 A committee member who is also a user who must decide whether rent and membership subscriptions from users should be increased.
- 2 A committee member who is related to a member of staff and there is decision to be taken on staff pay and/or conditions.
- 3 A committee member who is also on the committee of another organisation that is competing for the same funding.
- 4 A committee member who has shares in a business that may be awarded a contract to do work or provide services for the organisation.

Upon appointment each committee member will make a full, written disclosure of interests, such as relationships, and posts held, that could potentially result in a conflict of interest. This written disclosure will be kept on file and I will be updated as appropriate.

In the course of meetings or activities, committee members will disclose any interests in a transaction or decision where there may be a conflict between the organisations best interests and the committee members best interests or a conflict between the best interests of two organisations that the committee members is involved with.

After disclosure, a committee member may be asked to leave the room for the discussion and may not be able to take part in the decision depending on the judgement of the other committee members present at the time.

Any such disclosure and the subsequent actions taken will be noted in the minutes.

This policy is meant to supplement good judgment, and staff, volunteers and management committee members should respect its spirit as well as its wording.

Date approved 18/2/2014
Date of review Feb 2015