

COLWALL ORCHARD GROUP USE OF THE ORCHARD &/OR THE ORCHARD ROOM

DETAILS

Agreement for the use of: The Orchard
 The Orchard Room

Purpose of use.....

Anticipated number of guests/participants.....

(Maximum allowed in Orchard Room 24)

Period of use

Date.....

Hours.....

PAYMENTS

Suggested minimum donation: hours @ £7.50 per hr =.....

Cheques should be made payable to **COLWALL ORCHARD GROUP** and delivered or posted to COG's authorised representative:

Name : Helen Stace
Address: The Cottage, Chase Road, Upper Colwall, WR13 6DJ
Telephone: 01684 540569
E-mail: members@colwallorchardgroup.org

USER

Name:

Address:

Telephone:

E-mail:

COLWALL ORCHARD GROUP ORCHARD ROOM USE AGREEMENT

PLEASE COMPLETE AND SIGN THE DECLARATION

The individual and/or organisation detailed below accept the definitions, terms and conditions of use as set out in this document.

SIGNED by or on behalf of the User:

Print Name:

Group (If applicable):

Date:

SIGNED on behalf of Colwall Orchard Group:

Print Name:

Position:

Date:

CHILD PROTECTION STATEMENT FOR BOOKINGS INVOLVING CHILDREN, YOUNG PEOPLE UNDER 18 AND ADULTS AT RISK

The User accepts full responsibility for ensuring that an appropriate Child Protection Procedure is in place and is observed by all persons on the premises involved with children and young persons under the age of 18 during the course of the event for which the premises have been used.

SIGNED by or on behalf of the User:

Print Name:

Group (If applicable):

Date:

THE ORCHARD ROOM - TERMS AND CONDITIONS OF USE

1. **BOOKING:** All booking applications must be in writing on the booking form provided. The person signing this form will be considered the User. Where an organisation is named in the application the organisation will also be considered the User and shall be jointly and severally liable with the person who signs this form.
2. **KEYS:** Keys must be collected by arrangement in advance of the booking date. The keys must be returned immediately after the end of the use. Please contact Helen and Tim on 01684 540569.
3. **SUPERVISION AND RESPONSIBILITY:** The User will during the period of use be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity including proper supervision of car-parking arrangements so as to avoid danger to members of the public and obstruction of the public highway.
4. **COMPLETION OF USE:** After use, the User shall be responsible for leaving the premises and surrounds in a clean and tidy condition properly locked and secured unless directed otherwise by authorised representatives of Colwall Orchard Group. Any contents temporarily removed from their usual positions must be properly replaced. Should this not be complied with COG reserves the right to make an additional charge, which may be deducted from the deposit paid.
5. **CHILD PROTECTION:** In the event that the use involves the attendance of children and young persons under the age of 18 at the premises, the User confirms that there will be in place an appropriate Child Protection Procedure. The User agrees to ensure that all adults present on the premises are aware of this Procedure and abide by it. The User confirms that, when necessary under the terms of the Child Protection Procedure, appropriate Disclosure and Barring Service checks will be carried out in respect of persons involved with children and young people on the premises during the course of the use.
6. **PARKING:** Visitors to the premises may park on site when conditions are suitable, either in the main car parking zone, or by arrangement, in the orchard. In wet conditions, car must be parked on Orlin Road, preferably in the designated car park or on kerbed sections of road. There must be no parking on Old Orchard Road or Old Church Road and care should be taken not to obstruct the highway or private driveways.
7. **EXCLUSIONS:** The User shall not use the premises for any purposes other than that described in the Use Agreement and shall not allow the premises to be used by any other user, for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.
8. **ALCOHOL AND SMOKING:** These are not licenced premises and no alcohol can be sold thereon without a licence from the local authority. Should the User wish to bring drinks onto the premises for private and moderate consumption, written notice of

this is to be provided at the time of booking. The Orchard Room and Apple Packing Shed are a No Smoking Zone.

9. **MUSIC:** The User undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any User who intends to play music or have a live band agrees to inform COG in writing at the time of booking. The User must ensure that all noise is kept to a level such that neighbours are not unduly disturbed. The User agrees in any event to terminate all loud noise on the premises at 11.00pm.
10. **PUBLIC SAFETY:** The User shall be responsible for all aspects of Health and Safety for the duration of their use. The User shall comply with Fire Safety arrangements and Health and Safety conditions established by COG, as set out in Annex A. The User shall submit a Risk assessment for their event, if their event or activity is likely to incur additional risks not covered by these documents.
11. **ACCIDENTS AND EMERGENCIES:** In anticipation of an accident or emergency, it is the User's responsibility to ensure that he knows the location of first aid kits, burns kits, fire safety equipment, stopcocks and electrical switches. In the event of an accident, the User must enter full details in the Accident Report book and inform COG of the incident and any first aid materials removed from the kits.
12. **DAMAGE:** The User shall indemnify Colwall Orchard Group for the cost of repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of the use as a result of the use.
13. The User shall not interfere in any way with the switchboard, electricity fittings, meter fittings or fixtures on the premises.
14. It is the responsibility of the User to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment.
15. **INSURANCE:** The User acknowledges that the loss of any items left unattended is not covered by Colwall Orchard Group insurance cover.
16. **CANCELLATION:** If the User wishes to cancel the booking before the date of the event and Colwall Orchard Group is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of COG.
17. Even if the User has a regular booking for the use of the premises Colwall Orchard Group reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced.
18. In the event of the premises or any part thereof being rendered unfit for the use of which it has been used Colwall Orchard Group shall not be liable to the User for any resulting loss or damage whatsoever.
19. **ACCESS:** The User shall allow any duly authorised officer of Colwall Orchard Group access to the premises or any part thereof at all times during the use.