## Woodrow High House LONDON YOUTH

# **Terms & Conditions**

### **London Youth Woodrow High House**

BOOKING TERMS & CONDITIONS BETWEEN YOU (THE "CUSTOMER") AND THE FEDERATION OF LONDON YOUTH CLUBS ("LONDON YOUTH") IN RELATION TO WOODROW HIGH HOUSE (THE "CENTRE")

### **Booking Conditions for Facilities Hire (Ad-Hoc Bookings)**

London Youth only accept payment in GBP - £

- 1. This agreement is made between us, London Youth, as the operator of Woodrow High House facilities, and you, the Customer (together referred to as the "Parties").
- 2. By booking and paying for the hire of a Woodrow facility, i.e. 3G Astroturf Pitch, Sports Hall, Off-Road Cycle Circuit, Swimming Pool, Frankie Vaughn Studio, you agree to these terms and conditions and accept responsibility for all associated payments due to London Youth.
- 3. All references to days in this agreement shall be taken to mean calendar days.

#### **WOODROW HIGH HOUSE TERMS & CONDITIONS OF USE**

- 1. This agreement is made between us, London Youth, as the operator of Woodrow High House facilities, and you, the Customer (together referred to as the "Parties").
- 2. By booking for the hire of a Woodrow facility, i.e. 3G Astroturf Pitch, Sports Hall, Off-Road Cycle Circuit, Swimming Pool, Frankie Vaughn Studio, you agree to these terms and accept responsibility for all associated payments due to London Youth.
- 3. Full payment is required at the time of booking and is non-refundable.
- 4. London Youth will not offer refunds, make-up sessions, or other credits for unused hire slots. If you or your group fail to attend any sessions for reasons that are not within the control of London Youth, you are not entitled to a refund.
- 5. A separate invoice may be sent after your visit if additional costs are incurred during your session, e.g. equipment hire, damage to the facility or London Youth equipment.
- 6. If we are unable to operate the facility and your session is cancelled because of reasons within our control (e.g. a maintenance issue with the facility) we will offer you a refund for the cost of that session. Our liability is limited to the price you paid for that session. London Youth accepts no liability for any consequential loss that you may suffer.
- 7. If we are unable to operate the facility and your session is cancelled because of reasons beyond the control of London Youth (e.g. poor weather conditions rendering the site inaccessible) then we bear no liability for your loss.
- 8. If we decide to cancel a session, where feasible and appropriate, you may be offered the choice of switching to an alternative. No administration fee will be applied in such a case.
- 9. Any refunds offered at any time by reason of cancellation on the part of London Youth is a gesture of goodwill only and does not amount to a contractual entitlement.
- 10. The person completing this form shall be considered the hirer and if hired on behalf of an organisation (society or club) then such organisation (society or club) shall be considered to be jointly and severally liable with the hirer.
- 11. You undertake that your company has the required insurance cover. If you are making a booking in order to provide a service to other individuals who are booking with you and paying for that session, you must carry public liability insurance for that activity and agree to share a copy of your insurance with London Youth upon request.
- 12. Except where otherwise expressly stated in these conditions, London Youth shall be under no liability in the event that it is unable to fulfil its obligations under this contract due to events beyond its control, including but not limited to war, threat of war, riot, civil disobedience, government action, terrorism, natural or industrial disaster, fire, adverse weather, floods or threat of flooding.
- 13. London Youth has public liability insurance up to £10 million per claim. Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence; or fraud.
- 14. Neither London Youth nor its staff shall be liable for loss or theft of, or damage to, any personal property; cancellation; loss of goodwill, reputation or opportunity; or any indirect or consequential loss arising out of or in connection with this agreement or any breach or non-performance of this agreement, no matter how fundamental, including by reason of London Youth's negligence.
- 15. Anyone using our facilities does so at their own risk. It is the hirer's responsibility to undertake a risk assessment of their activities.

- 16. In accordance with the General Data Protection Regulations (GDPR), London Youth agrees to keep confidential all information about you and only share it with those members of staff who require it to carry out their role effectively.
- 17. Each of the Parties acknowledges and agrees that in entering into this agreement it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.
- 18. Each of the Parties acknowledges and agrees that the only remedy available for breach of this agreement shall be for breach of contract under the terms of this agreement. Nothing herein shall, however, operate to limit or exclude any liability for fraud.
- 19. This agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this agreement.
- 20. If any term or condition herein is declared to be unenforceable or invalid, it shall be severed from the remaining provisions which will continue to be valid and enforceable.
- 21. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
- 22. This agreement is governed by and shall be construed in accordance with the laws of England. The Parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this agreement.

#### **CONDUCT ON SITE WHILE USING OUR FACILITIES**

- 1. The hirer shall **not use the facilities for any purpose other than the stated "purpose of hire**" shown on this form and shall not sub-hire or use the facilities or allow the same to be used for any unlawful purpose or do anything which may endanger the same or any insurance policies in respect thereof.
- 2. The hirer must ensure that all attending the session stay within the bounds of the facilities hired. On no account should anyone enter any of the other activity areas or facilities.
- 3. **Changeover time** for users of the Woodrow facility hired is included within the agreed booking slot. To assist with this, you must vacate the facility by the end time noted. **If you exceed the time booked for, you will be subject to a surcharge** and billed accordingly.
- 4. Problems relating to the facilities, grounds, structure and surface are the responsibility of London Youth and **should be reported as soon as possible on arrival** to a senior member of the Woodrow staff team in the Leisure Centre or Manor House. If there are any issues relating to access, users should call the Leisure Centre (before 9pm Monday to Thursday and before 7pm on Fridays) on 01494 433 432 or the Duty Phone on 07719 115 576. Alternatively, you are able to call into the Leisure Centre in person before these times.
- 5. You are responsible for the safety of your group and that participants are briefed with regards health and safety, in line with your risk management procedures. Anyone entering or using our facilities does so at his or her own risk. It is the hirer's responsibility to undertake a risk assessment of their activities.
- 6. You are responsible for ensuring participants are wearing **suitable kit and using correct equipment** for your sessions to stay safe and protect the facility. Users of the sports hall must ensure they are wearing shoes with non-marking soles, astro turf boots are recommended for the astro pitch. It is mandatory for cyclists using the cycle circuit to wear a protective helmet and gloves; kneepads are recommended.
- 7. All vehicles must **park in the designated car park** and not on grass verges, lay-bys or driveways unless otherwise directed by our staff. All vehicles (including personal property left inside) are left at the owner's risk. London Youth accepts no responsibility for vehicles parked at Woodrow or the surrounding area.
- 8. **Animals are not permitted on site**, with the exception of **assistance dogs**. Prior notification must be given to the Leisure Centre Manager, who will seek authorisation from the Head of Centre.
- 9. You are **prohibited from smoking or vaping** anywhere on site, other than the designated smoking area.
- 10. It is forbidden to bring alcohol or any form of illegal drugs onto Woodrow's facility.
- 11. Kindly respect that Woodrow High House is an **outdoor learning centre** and it is usual for there to be young children on site. There are frequently wildlife also crossing the paths. **Drive carefully at low speed**.

- 12. The **grounds of Woodrow High House are private**, and every effort should be made to ensure the smooth running of the centre and to safeguard its good name in the neighbourhood by groups using the Woodrow facilities and/ or grounds. Please respect this.
- 13. There is **no legal requirement for London Youth**

to provide first aid facilities for the hirer. It is the hirer's responsibility to ensure supervising personnel are first aid

trained, including the provision of a first aid kit, particularly in the case of sports lettings. Use of London Youth resources is not available.

- 14. **Toilets are located at the Leisure Centre.** The use of the grounds or bushes for toileting is not permitted.
- 15. On departure, check that **all personal items are removed** from the facilities and the grounds are **free from litter**. Rubbish and recycling bins are provided across the site. You are responsible for ensuring the venue is left in the same condition as prior to the booking.
- 16. Children not participating in activities must be supervised at all times. No children under 16 years are allowed to use Woodrow facilities unless accompanied by a responsible adult, coach, teacher, parent or guardian. You may not bring children on site and leave them unsupervised while using our facilities.
- 17. You are responsible for the behaviour of any individuals who you invite to use the facility you have hired. Offensive, bullying or aggressive behaviour or language towards our staff or any other visitors will not be tolerated under any circumstances. We will ask anyone displaying such behaviour to leave the site.
- 18. We reserve the right to **remove a participant from our site if their behaviour is causing disruption** to others or causing a safety concern. You will not be eligible for any refund where the reason for missing any session in full or in part is as a result of such behaviour.
- 19. **No crockery or glass bottles** are to be taken onto any Woodrow facilities. No food or drink may be prepared or consumed on the property without the direct permission of the Head of the Centre.
- 20. **No filming or photography of children not part of your booking is permitted**. If anyone is found to be taking photos or filming, they will be asked to stop immediately and for photos/ film to be destroyed.
- 21. London Youth **reserves the right to refuse entry** to any individuals or groups not adhering to the facility regulations.