

Woodrow Facilities - Private Hire

Block Bookings Terms and Conditions

September 2020



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.

Payment Terms

4. **Payment is accepted in the following methods:**
 - a. BACS (see bank details on invoice)
 - b. Cheque made payable to ‘London Youth Trading Company Limited’
 - c. Card payments (excluding American Express) over the phone or in person
5. London Youth reserve the right to charge a late payment fee on any amounts not paid by their respective due dates, in accordance with late payment legislation.
6. **Bookings are made in blocks**, i.e. **Quarterly**: Q1 (September, October, November), Q2 (December, January, February), Q3 (March, April, May), Q4 (June, July, August); **Termly**: Autumn (September – December); Spring (January – Early April); Summer (Late April – July); **Group**: a block of multiple sessions – usually more than 5, booked in bulk, in advance.
7. Each booking comprises a series of hire slots that will usually fall on the **same day and time each week**. The number of weeks that makes up each block will vary and will be based on the number of weeks in the block, and any exclusions (up to a maximum of 2 per quarter) as requested by yourself based on your booking form submission.
8. Once your booking form is received, subject to confirmation by your Account Manager and any related booking correspondence, **London Youth will raise an invoice for the full cost of your block booking**. This will include your confirmed dates, the cost of each hour of hire and the day, time and length of each of your weekly slots. Exclusion dates will also be noted.
9. Where possible, you will be invoiced one month prior to the start of your block booking.
10. Once a block booking has been confirmed and invoiced **you are liable for the full payment relating to that period within 14 days of receipt of your invoice**. If you fail to make payment by the due date, London Youth reserves the right to sell your slots to another customer.
11. Once a block booking is confirmed **you have the first right of refusal on your existing slot for the following block** (quarter, term, group). You will be contacted by London Youth in advance of the end of the current block to ascertain if you wish to renew for the following period. You must reply by the deadline set in order to safeguard your booking. If you do not confirm continuation of your booking, London Youth will offer this slot to other customers.
12. **London Youth will not offer refunds, make-up sessions, or other credits for unused hire slots in a block**. 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.
13. **London Youth reserve the right to offer any exclusion dates confirmed in your block booking to other customers**. Any such exclusion dates will not be available to you for use, unless you have made arrangements with your Account Manager to rehire the slot. This will be chargeable and payable in advance of the booking as a one-off hire.

Woodrow High House, Cherry Lane, Amersham, Buckinghamshire HP7 0QG
T: 01494 433 531 W: www.woodrowhighhouse.org

Patron: HRH The Duke of Edinburgh KG KT | **President:** Sir Kenneth Olisa OBE
The Federation of London Youth Clubs | Company limited guarantee no. 258577 | Charity no. 303324 |
Registered office: 47-49 Pitfield Street, London N1 6DA

14. **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.

Facility Closure by London Youth

15. **You accept that there are times when London Youth must close the facility**; for example, due to staffing shortages, weather conditions rendering the facility inaccessible, toileting in the pool, or urgent maintenance. **We will always endeavour to notify you of a closure with as much notice as possible.**
16. 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 credit 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.** London Youth strongly recommends you have adequate liability insurance cover to account for any loss in income.
17. 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.**
18. 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.
19. Any system of credits 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.**
20. Any credits incurred will be applied to your next re-booking invoice.

Covid-19

21. If the Centre cancels the Customer's booking due to Covid-19, the Centre will offer the customer the option to credit any amounts paid to a future booking at another date where possible. Failing agreement on those dates London Youth will issue the Customer a refund for all amounts paid upon request.
22. If the Government guidance is that individual leisure activities may go ahead (at the time the booking is due to take place) and the Customer elects to cancel their visit, London Youth's cancellation terms will exist in the normal way.

Requests by the Customer to Amend or Cancel a Booking

23. If you have made a booking, **you agree to check the details on the booking confirmation correspondence and invoice that you received from London Youth.** If you believe there is a mistake in your booking you will make us aware within 7 days of receipt of your confirmation, that we can endeavour to correct that for you.
24. Once you have paid for your block booking, if you choose to **cancel your block booking more than 14 days prior** to the date of the first session, **we will issue you with a refund for the amount you paid, less a £25 administration fee.**
25. Once you have paid for your block booking, any requests to cancel a block booking which are **received 14 days or less prior to the booking start date will not be eligible for a refund.**

26. Where you have made request to cancel a block booking once paid for, and are not eligible for a refund, **if we are able to re-sell this slot, or you are able to find someone to take on your block booking**, we will consider a partial refund, less an administration fee.
27. Having made a block booking which is **starting in 14 days or less, you may request to change your booking details to a different slot**. We will **endeavour to accommodate** your request **subject to a slot being available** but may **reasonably refuse** to do so.
28. Other than **exclusion dates, up to a maximum of 2**, noted at the point of booking ahead of the block booking quarter, **you are not entitled to any further exclusion amendments**.
29. You are **not eligible for a refund or re-scheduling of a booking if you do not attend a booked session** for reasons that are unrelated to a cancellation by London Youth.
30. Any request to cancel or amend a secured booking must be submitted in writing to your Account Manager by email to hellosportscentre@londonyouth.org.
31. We cannot guarantee that an amendment, for example to a different day of the week or time slot, can be granted or that the price for booking at that other time would be the same.
32. **Any amendments applied to a confirmed booking, subject to the discretion of your Account Manager, will be subject to an administration fee of £25.**

Other Terms

33. Except where otherwise expressly stated in these booking conditions, London Youth shall be under no liability in the event that it is unable to fulfil its obligations under this contract due to an event 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 conditions, floods or threat of flooding.
34. 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.
35. 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.
36. London Youth has public liability insurance up to £10 million per claim.
37. Nothing in this agreement excludes or limits liability for:
 - a. death or personal injury caused by negligence; or
 - b. fraud
38. Neither London Youth nor its staff shall be liable for:
 - a. loss or theft of, or damage to, any personal property;
 - b. cancellation;
 - c. any loss of goodwill, reputation or opportunity; or
 - d. any indirect or consequential loss which arises 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.
39. 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.

40. Each of the Parties acknowledges and agrees that the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.
41. 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.
42. 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.
43. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
44. 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.