

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.

COVID-19

23. 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.
24. 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.

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