

DEFINITIONS

In these Online Booking Terms and Conditions, unless defined elsewhere, the following expressions have the following meanings:

“**We, Our, Us, PlayFootball**” means Recreational Sporting Ltd (T/A PlayFootball).

“**Venue**” means the location of the Booking as specified in the online booking confirmation, whether operated by Us, Our Partner, or another third-party provider (“**Operator**”).

“**Partner, Principal**” means the company that PlayFootball is acting as booking agent on behalf of.

“**Venue Rules, Centre Rules**” means the rules of the Venue which the Operator displays prominently in the Venue and relate to opening hours, use of facilities and your conduct.

“**Playing Rules**” means the playing rules available online from time to time at playfootball.net/playing-rules.

“**Terms**” means the terms and conditions set out below together with any additional terms displayed during the online checkout process.

“**You, Your, Hirer, Team Manager, End User**” means the individual or entity that has completed the online checkout process and agreed to the terms of the Agreement.

“**Agreement**” means these Terms accepted by the customer at the time of completing an online booking, which governs the rights and obligations of the parties in relation to the booking.

“**Pitch Booking, Booking**” means the resource or service selected by You and confirmed upon completion of the online checkout process.

“**Facility**” means the physical resource hired to you including rooms, grounds, furniture and or equipment as set out in the Agreement or otherwise incorporated into the Agreement by Us.

“**Team**” means the group of individuals participating in the booking, including but not limited to the nominated team of the School, Club, Association, or Organisation.

“**Guests**” means anyone explicitly or implicitly invited by You into the Operator’s premises including but not limited to members of your Team.

If any of these terms are defined elsewhere then the definitions detailed above, take precedence. These definitions are not intended to apply to the Operator’s Venue Rules or The Principal’s own Terms and Conditions.

1. PRINCIPLE TERMS

- 1.1. This Agreement commences when the customer completes the online checkout process and agrees to the Terms. It remains in effect until the Booking is fulfilled or is terminated in accordance with the cancellation policy.
- 1.2. This Agreement is bound by the Terms and is between You and the Principal and administered by Us.
 - i. You/the End User should consider The Partner’s Terms which apply to you regarding the Pitch Booking and matters including but not limited to refund policy and insurance. By entering into this Agreement with us you are also accepting our Partner’s Terms.
 - ii. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 1.3. We act as a disclosed booking agent which sells “Pitch Bookings” as an agent on behalf of the Principal.
 - i. The Principal is responsible for providing the Pitch Booking to You the End User and the collection and payment of any taxes on the sale.
 - ii. We may be paid a sales commission directly by the Principal.
- 1.4. You have responsibility for the conduct and payment of all other players using the Facility under this Agreement. All such players must comply with the terms of this Agreement and the Venue Rules and the Partner’s Terms.

2. ONLINE BOOKINGS

- 2.1. Online Bookings may typically only be made up to 28 days in advance. This period may be adjusted from time to time at Our discretion.
- 2.2. Online Bookings must be paid in full at the time of booking. Unpaid Bookings will be held for a maximum of 30 minutes, after which they will be subject to automatic cancellation.
- 2.3. To amend an existing Booking You must complete the form at playfootball.net/contact-us detailing the change request.
- 2.4. Online Bookings are fully refundable until 2 days prior to the Booking date. Bookings made within 2 days of the Booking date are non-refundable.
- 2.5. Payment Authorization & Processing - By completing the online checkout process, You authorize Us (or Our Partner, where applicable) to process payment via Stripe for the total amount due for Your Booking. Any additional platform or booking fees (if applicable) will be displayed at checkout.
- 2.6. Secure Transactions & Fraud Prevention - All transactions are processed securely through Stripe. We and Our Partner do not store or have direct access to Your full payment details. Stripe may conduct fraud prevention checks before and after processing payments. If a payment is flagged as high-risk or fraudulent, We reserve the right to cancel the Booking and refund any payment received.
- 2.7. Refunds - If You request a refund in accordance with Our Cancellation Policy, the refund will be processed using the original payment method. Processing times may vary depending on Your payment provider.
- 2.8. Chargeback Disputes - Chargebacks or payment disputes must first be raised with Us. If You initiate a chargeback without following Our refund and/or cancellation process, We reserve the right to dispute the claim and recover any associated costs.
- 2.9. If payment remains outstanding for more than 30 days, We may refer the debt to a third-party collection agency. You will be responsible for any additional

costs incurred in the recovery of the debt.

3. CANCELLATION BY YOU

- 3.1. You may cancel the Booking by providing 2 days’ notice by submitting the cancellation form at playfootball.net/contact-us, unless otherwise agreed at the time of booking. If the required notice is given, a full refund will be issued.
- 3.2. If a cancellation is made less than 2 days before the booking, the full payment remains due and is non-refundable.

4. CANCELLATION BY US

- 4.1. We reserve the right to cancel your Booking if payment is not received within 2 days of the Booking date. In such cases, any reserved resources or services may be released and resold. You will remain liable for the full booking amount.
- 4.2. We reserve the right to cancel Your Booking, including after the event has started, for any of the following reasons. In such cases, no refund will be issued.
 - i. Repeated rude, abusive, or discriminatory behaviour, including racial comments, directed at Our staff, Our Partners’ staff, their customers, or guests.
 - ii. Consumption of alcohol during the booking that has not been purchased on the premises.
 - iii. Behaviour that is disruptive, affects the enjoyment of other guests, or poses a risk to the safety of staff or guests.
 - iv. Engaging in fighting, threatening behaviour, or any conduct that we deem unacceptable.
- 4.3. If Our venue Partner requires the booked resource for a venue-wide event or any similar operational necessity, We reserve the right to cancel Your Booking. In such cases, we will offer either a full refund or an alternative booking date.
- 4.4. Force Majeure & Unforeseen Circumstances - We are not liable for cancellations resulting from events beyond Our reasonable control, including war, natural disasters, severe weather conditions, or government-imposed restrictions.
 - i. If such events prevent Your Booking from taking place, We will first offer an alternative booking date where possible.
 - ii. If rescheduling is not possible, We may, at Our discretion, provide a refund, except for any non-refundable items specified at the time of booking.
 - iii. We reserve the right not to issue a refund in cases where costs have already been incurred, or where the Booking was subject to non-refundable terms stated at the time of booking.

5. OUR LIABILITY

- 5.1. Nothing in this clause excludes or limits Our liability under this Agreement for:
 - i. death or personal injury caused by Our negligence;
 - ii. fraudulent misrepresentation; or
 - iii. any other type of liability which cannot by law be excluded or limited.
- 5.2. Subject to Clause 5.1, if You are a business, We shall not be liable for any:
 - i. loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
 - ii. loss caused by your negligence, or the negligence of your players or any guests;
 - iii. loss caused by a third party;
 - iv. damage to your reputation or the reputation of Your players or guests; or
 - v. consequential, special or indirect loss or damage, even if You have been advised of the possibility of such loss or
- 5.3. Subject to Clause 5.1, if You are a consumer, We shall not be liable for any loss caused by your negligence, or the negligence of Your players or any additional guests.
- 5.4. Subject to Clause 5.1 to 5.3 (inclusive), Our maximum liability for all claims under this Agreement shall be limited in aggregate to the total amount of the fees paid and payable during the twelve (12) months prior to the liability arising, to the extent permitted by law.
- 5.5. Force majeure - We and/or Our Partner will not be held liable in the event of a war, flood or any other event or circumstance out with Our or Our Partner’s reasonable control.

6. YOUR LIABILITY

- 6.1. You are advised to consider the Partner’s Terms with regards to matters that may affect your liability.

7. IMPORTANT USE OF YOUR INFORMATION

- 7.1. We process your personal data in accordance with our playfootball.net/privacy and may contact You regarding Your Booking and related services.
- 7.2. We would like to send You carefully selected offers and promotions but require your permission to do so. You can update your marketing consent preferences online by logging into your account at playfootball.net/my-account using your registered email address.
- 7.3. We or Our Partner or the Operator may use CCTV to monitor the premises for security purposes.
- 7.4. In the event that We refer, on behalf of the Principal, a debt on your Agreement to a third-party company for collection under Clause 2.9 above, We will pass your details to that company and provide a copy of any documentation You have completed, if requested to do so.

- 7.5. The third-party company may search your records at credit reference agencies. They will add to their record about You, details of any such search and this will be seen by other organisations that make searches. This and other information about You and those with whom You are linked financially may be used to make credit decisions about You and other members of your household.
- 7.6. These records will be shared by other organisations and used by them to:
- Verify your identity if You and/or other members of your household apply for other facilities including insurance applications and claims.
 - Make credit decisions about You and other members of your household.
 - Trace debtors, recover debts, prevent money laundering and fraud and to manage your accounts.
- 7.7. In the event that We have to resort to instructing a third-party company to contact You, you have a legal right to have details of any credit reference agency that company may have referred to. You may request that company to supply such details
8. GENERAL TERMS
- 8.1. You agree to comply with the Venue Rules. The Venue Operator may make reasonable changes to these rules at any time provided they give you reasonable notice of the changes by displaying them on a Venue notice board. If We or the Operator make a significant permanent change to the operating hours or facilities available, You may cancel your Agreement immediately with effect from the date of change. You must submit a fully completed online cancellation form available at playfootball.net/contact-us within 4 weeks' of publication of the change.
- 8.2. You confirm that you have read and agree to comply with the Playing Rules available online at playfootball.net/playing-rules. We may make reasonable changes to these rules at any time provided We give You advance notice of the changes by displaying them on a Venue notice board or online. You also agree to comply with the appropriate footwear and understand that footwear with metal studs or blades are strictly not permitted on the pitches and that all players will wear shin pads. Please note that in some Venues, flat soled trainers including AstroTurf soles are not permitted.
- 8.3. We reserve the right to remove any individual and/or Team from the Venue for disruptive, aggressive, or inappropriate behaviour toward other players, spectators, staff, or guests.
- 8.4. We may assign the benefit of this Agreement and Our rights hereunder to a third party. If assigned, existing Bookings will remain valid under the same terms, unless You are notified otherwise and provided an option to cancel without penalty.
- 8.5. You agree to immediately advise Us of any change to your contact details. These can be updated at playfootball.net/my-account.
- 8.6. This Agreement is governed by the laws of the country in which the booked venue is located. You may bring legal proceedings in the courts of that jurisdiction.
- 8.7. In the event that a single term, condition of this Agreement (including, without limitation, Agreement Terms, the Venue Rules and the Playing Rules) is found to be unenforceable, all other terms, conditions and rules shall remain unaffected.
- 8.8. We reserve the right to withhold use of the booked resources or Venue if there is any outstanding debt on the Hirer's account, regardless of whether the Booking under this Agreement has been paid in full.
- 8.9. We may update these Terms by publishing the latest version on Our website. The updated Terms apply to all new Bookings made after the publication date.
- 8.10. Your booking grants a temporary right to use the Booked resource(s) for the agreed period and does not create a landlord-tenant relationship or any legal right of occupancy beyond the Booking.
9. PHOTOS/VIDEOS
- 9.1. You warrant and represent You shall obtain all necessary consents, permissions and licences from You and all your players and any additional guests at the Venue ("participants") to permit Us, without consideration or compensation to You or the participants, to photograph and/or video the participants for promotional purposes including but not limited to, publication in both offline and online media channels, both during and after the termination of this Agreement, in accordance with applicable data protection laws. You shall notify Us immediately in writing if any participants withhold such consent, permission or licence, and shall provide the necessary information (including the name of the participant(s)) to enable Us to identify such participants.
10. SAFETY AND WELFARE
- 10.1. You understand and accept Your entire responsibility for safeguarding the participants that attend Your sessions including having in place specific policies and procedures that comply with the requirements of section 11 of the Children Act 2004 and Working Together to Safeguard Children 2015, or any applicable safeguarding laws or guidelines in force at the time of booking.
- 10.2. When requested to do so the You must provide Us evidence of the existence and use of these policies and procedures.
- 10.3. You must confirm in writing to Us the name and contact details of the Your nominated person who takes the lead role for safeguarding and managing concerns about children and vulnerable adults.
- 10.4. You will use best endeavours to ensure that any person employed or engaged by You in relation to the Booking, has the right to work in the UK and will, upon request, provide appropriate documentation as evidence of compliance.
- 10.5. You will not bring in any flammable materials or explosives on to Operator's Venue.
- 10.6. You will not use any equipment not expressly included (with or without charge) in the Agreement.
- 10.7. You will provide sufficient adult supervision where the majority of people attending are children or people with special needs. In any case a minimum of two responsible adults must be present for any scheduled booking.
- 10.8. You must immediately report any safeguarding concerns to Us, Our Partner, or the Venue Operator. Upon request, You and/or Your staff may be required to provide proof of identity. Where necessary, We may share relevant details with authorities to ensure safeguarding compliance.
11. COVID-19 AND PUBLIC HEALTH
- In the event of further outbreaks of COVID-19 or other identified risks to public health that requires government restrictions:
- 11.1. You agree to comply with any public health restrictions that may be imposed from time to time, including but not limited to self-isolation, social distancing, or venue-specific guidelines, as required by law or venue policy.