

DEFINITIONS

In these Standard 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 PlayFootball venue location as indicated overleaf whether operated by PlayFootball, Partner, or other 3rd party provider (**"Operator"**).

"Partner" means the company that PlayFootball are acting 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 www.playfootball.net/playing-rules.

"Terms" means the terms and conditions these Standard Terms and Conditions together with any Terms and Conditions detailed as part of the relevant Agreement (**"Agreement Terms"**).

"Standard Terms and Conditions" means the latest version these terms detailed below which are published and available online at www.playfootball.net/terms.

"You, Hirer, Team Manager" means the customer as detailed in the signed Agreement.

"Agreement" means the signed agreement as detailed in the Terms and Conditions of the signed document.

"Pitch Booking" means the resource booking as specified in the signed Agreement.

"Facility" means the physical resource hired to you including rooms, grounds, furniture and or equipment as set out in the Agreement.

"Team" means 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

1. YOUR OBLIGATIONS

Whilst on the Operator's premises, You and Your Guests shall not:

- 1.1. Do anything dangerous, offensive, noxious, illegal, immoral or incompatible with the values of the Operator, in breach of safeguarding, or which is or may become a nuisance.
- 1.2. Do anything which may invalidate any insurance maintained by Us or the Operator.
- 1.3. Make any alterations or attachments of additions to the Operators premises or facilities, without Our prior written consent.
- 1.4. Smoke or consume food or drink without Our prior written consent save for the purposes of normal hydration as part of a sporting event. Any packaging must be disposed of in provided refuse bins or removed from the Venue.
- 1.5. Prevent Our or the Operator's access to the facilities.

2. OUR LIABILITY

- 2.1. 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.
- 2.2. Subject to Clause 2.1, 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
- 2.3. Subject to Clause 2.1, 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.
- 2.4. Subject to Clause 2.1 to 2.3 (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.
- 2.5. 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.

3. YOUR LIABILITY

- 3.1. You agree to defray the cost of making good, any loss or damaged caused to the Venue or facilities that arise in connection as a consequence of the Agreement. You are hereby advised to consider acquiring insurance protection in this respect and if requested by Us shall present evidence of suitable insurance.

- 3.2. After termination of the Agreement the condition of the Venue will be inspected and any costs of repairs or replacements arising as a consequence of the Agreement or scheduled bookings, save where can be deemed normal wear and tear will be reclaimed by the issue of an invoice to You and You agree to pay within 30 days.

4. GENERAL TERMS

- 4.1. 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 advance 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 www.playfootball.net/cancellations within 4 weeks' of publication of the change.
- 4.2. You confirm that you have read and agree to comply with the Playing Rules available online at www.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.
- 4.3. We reserve the right to expel any Team playing under the booking as a result of disruptive or aggressive behaviour towards other players, spectators, customers, Our staff or the Operator's staff and customers.
- 4.4. We may assign the benefit of this Agreement and our right there under to a third-party on notice to You and providing You do not object to such a transfer within 7 days.
- 4.5. You agree to immediately advise Us of any change to your contact details. These can be updated at www.playfootball.net/my-account.
- 4.6. This Agreement is governed by English Law and You can bring legal proceedings in respect of this Agreement in the English courts.
- 4.7. In the event that a single term, condition of this Agreement (including, without limitation, the Standard Terms and Conditions, Agreement Terms, the Venue Rules and the Playing Rules) is found to be unenforceable, all other terms, conditions and rules shall remain unaffected.
- 4.8. Use of the Venue will be withheld while a debt remains on the Hirer's account.
- 4.9. We reserve the right to amend these terms and conditions at any time by giving 6 weeks' prior written notice from the end of the current series of bookings as detailed on Schedule 1, to You (using the contact details overleaf or as held and updated on our systems from time to time) and displaying the new terms and conditions within the Venue or online at www.playfootball.net/terms. The updated terms will take effect at the start of the following/next series of bookings.
- 4.10. The hire granted under the Agreement is not intended to create the relationship of landlord and tenant. You are not entitled to a tenancy, or an assured shorthold or assured tenancy, or any statutory protection under the Housing Act 1988 or under the Landlord and Tenant Act 1954 or any other statutory security of tenure now or when your Pitch Booking ends.

5. PHOTOS/VIDEOS

- 5.1. 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 purposes including but not limited to, publication in both offline and online media channels, both during and after the termination of this Agreement. 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.

6. SAFETY AND WELFARE

- 6.1. You understand and accept Your entire responsibility for safe guarding 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.
- 6.2. When requested to do so the You must provide Us evidence of the existence and use of these policies and procedures.
- 6.3. 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.
- 6.4. You will use best endeavours to ensure that persons employed by or working for You has the right to work in the UK.
- 6.5. You will not bring in any flammable materials or explosives on to Operator's Venue.
- 6.6. You will not use any equipment not expressly included (with or without charge) in the Agreement.
- 6.7. 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.

7. 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:

- 7.1. You agree to comply with all restrictions that may be put in place from time to time in line with government guidelines, including but not limited to self-isolation and social distancing.