

# **Powerleague Partner Venues:**

## League Terms and Conditions

#### Effective from July 9<sup>h</sup> 2024

These T&Cs consist of a League Services Agreement and Pitch Hire Agreement effective for sites operated by 3<sup>rd</sup> parties but booked through Powerleague under the banner of a "Partner Venue".

For team captains' convenience, here are some of the key points:

- Teams sign up to a whole season (see clause 1.3)
- Team captains are liable for payment of team fees and any debts arising (see 1.5)
- If a team cancels a match it will incur additional charges (2.6)
- By submitting an application to join a Partner Venue league the team captain agrees to be bound by these T&Cs

League and Playing Rules are available on our website as follows: <u>https://www.powerleague.com/legal-info</u>

This is an agreement for League Services between Powerplay Team Sports Ltd (Registered company number 03493457, trading as "Powerleague Partner Venues" and referred to as "Powerleague" below) and your team. We do not accept teams on any other terms. These terms and conditions do not affect your statutory rights.

#### **1. CONDITIONS OF PARTICIPATION**

- 1.1 When a team joins a Powerleague Partner Venue league it enters into a contract with Powerleague subject to this agreement.
- 1.2 The team and its individual players agree to abide by the League and Playing Rules as published on Powerleague's website (see link above).
- 1.3 By signing up to this agreement, the team agrees to participate in and pay for the whole season, whose duration depends on the number of teams in the league and may exceed 10 weeks. Powerleague reserves the right to amend the number of weeks in a season part way through it.
- 1.4 The team will be contacted towards the end of each season for confirmation of its participation in the next season. By providing such confirmation the team agrees to continue to be bound by these T&Cs.
- 1.5 The team captain alone is liable for payment of his/her team's match fees and for any outstanding team debts. Powerleague recognises and registers new team captains only on receipt of a valid, new application form or written confirmation from the new captain.
- 1.6 The team captain (who completes the application form and agrees to the T&Cs) must be aged 18 or over.
- 1.7 All players must be aged 16 or over.
- 1.8 Powerleague reserves the right to refuse any team or individual player entry to or continued participation in its league for breaches of these T&Cs, or of the Playing Rules or for any misconduct whatsoever, including that of the team's supporters or associates.

- 1.9 Powerleague offer mixed football leagues in select locations. These leagues follow our standard playing rules but permit teams comprised of players regardless of what gender they identify as. In these leagues, teams do not need to be comprised of a mix of genders but in the interests of fairness it is encouraged to do so.
- 1.10 Powerleague offer a welcoming, inclusive environment for all players and spectators and we expect everyone affiliated with our leagues to behave in a respectful and mindful manner at all times. Failure to demonstrate such behaviour may result in suspensions or bans from our activities for those involved.
- 1.11 All teams must register a team name for the purposes of identification on league tables and fixtures. Team names must be supportive of our inclusive for all, family friendly, environment and not contain any profanity or offensive terminology. Powerleague retain the right to enforce a team to change their name if it is not in line with our standards. Teams who do not change their name when requested to do so, may be subject to ejection from the league.

#### 2. ONGOING FEES AND PAYMENT

- 2.1 The team captain is responsible for all match fees and for clearing any arrears.
- 2.2 The total match fee for your team's league is as stated on Powerleague's website and app.
- 2.3 The match fees can either be paid in full before the season, to make life easy for the team captain, or in advance of each individual match in the season. A VAT invoice or receipt is available on request.
- 2.4 Payment methods: Teams can pay match fees in advance via the website, by the app or by bank transfer. Selected locations allow payment in cash or on-site card terminal, these methods are operated at Powerleague's discretion and maybe withdrawn with 1 weeks' notice.
- 2.5 Minimum player registration: Each team must register a minimum of 5 players through our website or app.
- 2.6 Match cancellation: Teams which cancel a match or fail to turn up will be charged as detailed below:
  - Teams who notify their League Manager by 3pm on the day of their fixture will be charged their standard match fee. London league teams (defined as teams participating in a league located within the boundaries of the M25 unless otherwise agreed) will be charged a double match fee.
  - Teams who notify their League Manager after 3pm on the day of their fixture, or fail to notify their League Manager of non-attendance, will be charged a double match fee.
- 2.7 Absent teams automatically forfeit their league match 5-0 for football and 20-0 for netball. If both teams forfeit a 0-0 score is recorded.
- 2.8 Failure to pay match fees may result in the team being removed from the league.
- 2.9 Any monies owed by the team may subsequently be collected by Powerleague using the team captain's debit or credit card details previously provided.
- 2.10 Powerleague reserves the right to withhold any end of season league rewards from teams which owe monies.
- 2.11 For certain leagues a refundable deposit may be payable as a condition of entering a league.

#### **3. LEAVING PROCEDURE AND SETTLEMENT OF FEES**

- 3.1 Teams can only leave a league at the end of a published season, to ensure each season's fixtures are completed.
- 3.2 The registered captain at the time of the team's withdrawal is wholly responsible on behalf of the team for all monies owed.
- 3.3 The team will be contacted towards the end of each season for confirmation of its participation in the next season. By providing such confirmation the team agrees to continue to be bound by these T&C's.
- 3.4 Teams which notify Powerleague in good time of their intention to leave a league will have any deposit balance refunded to the team captain within 28 days via bank transfer.
- 3.5 Any team leaving the league before the end of the season shall forfeit its deposit balance and remain liable for the full season's fees.

- 3.6 Any team removed from its league for disciplinary reasons will not have its deposit refunded.
- 3.7 Any team leaving with monies owed greater than its original deposit shall have its arrears collected by Powerleague or by Powerleague's appointed debt collection agency, which may levy their own charge too.
- 3.8 The team's captain consents that if outstanding monies remain unpaid, Powerleague may collect the fees owing from his or her debit or credit card details previously provided.
- 3.9 Any team leaving with a credit on their account balance are entitled to a refund of their remaining credit, so long as this is claimed within 6 calendar months of the team's final game. After this time no refunds will be offered for credit not claimed back.

#### 4. GAME GUARANTEE CUP

- 4.1 In football leagues outside of London, teams whose opposition cancel (as per clause 2.6 onwards) will be organised a Game Guarantee Cup (GGC) game which will be charged at a discounted rate, normally £10 less than the normal match fee. A 5-0 victory will be awarded for the standard league match.
- 4.2 Powerleague will endeavour to play GGC games at the same time as the original fixture, but from time-to-time fixture times may need to be amended. Teams will be notified in advance of the change.
- 4.3 GGC games will count towards an additional regional league table which is managed on a quarterly basis with prizes on offer for the winners at the end of the quarter.
- 4.4 If the team choose not to play their GGC game they will still be charged the GGC discounted match rate.
- 4.5 Any team who play an additional game, over and above their league game, will be charged £10 to play in the GGC game and will qualify for the GGC league table and league prizes.
- 4.6 Teams must play a minimum of 2 GGC games to be awarded points on the GGC league table, at which point in time the results from their first GGC game will be reflected. The GGC league is awarded on a Points Per Game average basis.
- 4.7 If Powerleague are unable to offer a GGC fixture or the team are unable to play at the alternative time offered, no fee will be charged. The team will be offered the use of the pitch for a kickabout for £10, if accepted the team will be awarded a match victory in the GGC league and assigned the 3 points for the game.

#### 5. HEALTH & SAFETY

- 5.1 The team understands that the events are contact sports containing an element of risk to its participating players.
- 5.2 Powerleague is unable to provide personal injury insurance or player to player insurance; teams are advised to purchase this as a team or individually.
- 5.3 Powerleague takes care to select suitable, safe venues and able officials. However, it does not have exclusive occupation of the venues and is therefore unable to control persons admitted to the venues or how they are used and left before each team's match.
- 5.4 Team captains are responsible for ensuring that they do not allow their match to commence until and unless they are satisfied that the surface and other conditions are safe.
- 5.5 Team captains must report to a Powerleague representative at the earliest opportunity any perceived dangers, violence (or threats thereof) or any other misconduct of whatever type.
- 5.6 Smoking, drinking alcohol and anti-social behaviour are strictly forbidden at league venues. Powerleague reserves the right to ban the entire team in the event of any of the above.

#### 6. LIABILITY AND BREACH

- 6.1 Powerleague shall provide its services with reasonable skill and care and to a reasonable standard.
- 6.2 In so far as Powerleague is in breach of this agreement and the breach is capable of remedy, Powerleague will use reasonable efforts to provide a solution mutually acceptable to the team and Powerleague.
- 6.3 Except in respect of death or personal injury caused by Powerleague's negligence, Powerleague shall not be liable to the team by reason of any condition or other term, or duty at common law, or under the express terms of this agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Powerleague, its employees or agents or otherwise) suffered by the team which arise out of or in connection with the provision of Powerleague's services.
- 6.4 Except in respect of death or personal injury caused by Powerleague's negligence, the entire liability of Powerleague shall not exceed 3 times the total amount paid by the team to Powerleague pursuant to the league in respect of which Powerleague committed a breach or tort.

#### 7. GENERAL

- 7.1 Powerleague may subcontract the performance of any of its obligations under this Agreement to any person without notice. Where Powerleague does subcontract its obligation under this agreement it shall not be responsible for every act or omission of the sub-contractor.
- 7.2 This Agreement shall not be assignable by the team without Powerleague's prior written consent. Powerleague may assign this Agreement to any person or entity.
- 7.3 Powerleague shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations where the same is occasioned by any cause whatsoever that is beyond its reasonable control including but not limited to an Act of God, war, civil disturbance, un-preventable flood, failure or neglect on the part of any utility supplying electricity, gas or water, the unavailability of or the prevention of access to premises, governmental regulations, prohibitions or enactments of any kind, strike, lock-out or trade dispute (whether involving its own employees or those or any other person), difficulties in obtaining staff or materials, breakdown of machinery, fire or accident or loss of premises. Should any such event occur Powerleague may cancel or suspend the Agreement without incurring any liability for any loss or damages thereby occasioned.
- 7.4 This agreement shall be governed by and construed in accordance with the Laws of English and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts in England.

#### 8. REFER A TEAM OFFER

- 8.1 Powerleague offer a Refer a Team offer, this offer is discretionary and may be withdrawn at any time.
- 8.2 This offer is only valid for Powerleague Partner Venue leagues.
- 8.3 Referrers will be entitled to their £50 finder fee once the referred team has played and paid for at least 3 games in the league and so long as they are a brand new team.
- 8.4 Teams who refer a player will have the £50 deducted from future match fees. Match officials will receive a top-up payment.
- 8.5 So long as all referred teams are new and actively playing in the leagues, there is no limit to the number of referral payments that can be made to a team or match official.
- 8.6 The offer is non transferable/exchangeable.

### **B. Pitch Hire Agreement**

This is an agreement for the hire of sports facilities between Powerplay Team Sports Ltd (Registered company number 03493457, trading as "Powerleague Partner Venues") and your team. We do not accept teams on any other terms. These terms and conditions do not affect your statutory rights.

- 1. The team agrees to book a series of 10 or more individual pitch hires.
- 2. The interval between each hire must be not less than one day and not more than 14 days.
- 3. This pitch hire agreement is in respect of the same activity, at the same location.
- 4. The team has exclusive use of the pitch.
- 5. Consideration is payable by reference to the whole series and is evidenced by written agreement.