

# Terms and Conditions for Netball Leagues Limited t/a Netbusters

For more information on any of the below, please contact [info@netbusters.org](mailto:info@netbusters.org). League and playing rules are available separately through our website.

## Definitions

These definitions apply throughout;

- **'The Company'** Netball Leagues Limited t/a Netbusters
- **'League or Competition'** Any league, tournament or competition organised by The Company
- **'Captain'** A player designated to organise his/her team and ensure all players adhere to The Company's terms and conditions, as well as the rules and regulations of the league
- **'Deposit'** Any sum held as a deposit held pursuant to the terms below
- **'Season fees'** Fees payable for the season by a team or individual
- **'Team/club'** A group of registered players
- **'Player'** An individual player
- **'Season'** A series of matches as designated by The Company, usually 10, 12 or 14 matches

## Pitch Hire Agreement

An agreement for the hire of sports pitches or facilities between The Company and the following - team/club/player. These terms and conditions do not affect your statutory rights.

1. Your team or club agrees to a period of a minimum of 10 weeks of pitch/facility hire at a price which varies depending on your chosen venue.
2. This fee is payable for the series of lets whether or not a team opts to use all of its sessions or not.
3. Payment for this agreement is made upfront in advance of the first session, as per the instructions sent upon registration.
4. At the end of the series of lets/season, teams will be offered the chance to renew the agreement by paying an additional fee before the deadline.
5. The hire agreement relates to the same activity at the same pitch/facility. Moving venues during the middle of an agreement is not permitted.
6. For the duration of the agreement, teams must not take a break longer than 14 days. There must be at least a 24 hour gap between sessions also.
7. Each session is for a designated time period, usually between 35 and 45 minutes, and during this time your team has exclusive use of the pitch.

## **League Management Agreement**

This is an agreement between the Company and you (the club/team/player) for league management services. These terms and conditions do not affect your statutory rights.

### **1. Participation/General**

- 1.1 By signing up for a league, teams and players agree to the terms and conditions and waiver. It is the responsibility of captains to ensure players are aware of and adhere to these terms.
- 1.2 Participants agree to abide by the league and playing rules as available on our website.
- 1.3 The Company reserves the right to refuse entry to any team or participant without giving a reason, or exclude clubs/participants for any breach of these terms or the league/playing rules.

### **2. Deposits**

- 2.1 Deposits are payable to register a team into a league or competition, as directed by The Company.
- 2.2 Deposits are held on teams' accounts for the duration of their time in the league. The deposit payment is separate to the league season fee and cannot be used towards the league season fee.
- 2.3 Fees owing may be deducted from a team's deposit.
- 2.4 For deposits to be fully refundable, all fees and compensation owing must be paid in full.

### **3. League Fees**

- 3.1 The League Management Fee is £(x) per season and the price varies between venues. This is payable in advance at the start of the season and is subject to VAT where applicable.
- 3.2 Captains are responsible for ensuring payment is made in full prior to the due date given by The Company. Failure to make full payment may result in your deposit being forfeited and your team's place in the league being lost. Captains are also responsible for arrears and any underpayments.
- 3.3 Any monies owed will be collected by outside agencies.

### **4. Registration**

- 4.1 Players should be registered via your online account.
- 4.2 All players must be registered. This, and/or your entry onto the league facility/venue constitutes acceptance of these terms and conditions.
- 4.3 Players must be 16 years of age or over to participate in our leagues. It is the team captain's responsibility to check and ensure that no players are under the age of 16.

### **5. Health and safety**

- 5.1 The Company does not accept any responsibility for any injuries or death to players or spectators, other than any loss caused by the negligence of the Company.

- 5.2 First aid kits are available to teams at some venues, but medical assistance is not provided. Any medical advice provided is given on a voluntary basis and in these instances consent of the players is assumed.
- 5.3 The Company takes reasonable care to select suitable and safe venues and able officials. But all participants agree and understand that The Company does not own or have exclusive occupation of venues used for league matches, have little or no control in respect of persons admitted to premises (including adjacent sports pitches and surrounding perimeters) during Competitions and have little or no control as to how premises are used and left before and / or after Competitions.
- 5.4 Team Captains are responsible for ensuring that they do not allow their club Participants to commence a game until, and unless, satisfied that the surface and other conditions are safe for the activity in question having due regard to the characteristics of their team Participants.
- 5.5 Participants must report to The Company at the earliest opportunity any perceived dangers, violence (or threats of the same), or any other misconduct of whatever type.

## **6. Insurance**

- 6.1 The Company holds an extensive public liability insurance policy to the value of £2 million for any particular claim. However, players are advised to arrange their own medical or other insurance police where appropriate.

## **7. Absence & Forfeits**

- 7.1 Teams absent for a game will lose the fixture 0-15.
- 7.2 Teams that forfeit a scheduled match will be charged a sum equivalent to one match fee, which is to be paid in advance of the team's next match.
- 7.3 For teams that no-show (i.e. forfeit with no notice given to The Company) an additional fee of £25 on top of the match fee will be charged.

## **8. Postponements and Cancellations**

- 8.1 In the event of matches being postponed due to unforeseen or exceptional circumstances beyond our control, matches will be rescheduled. All teams/players are obliged to play the rescheduled matches and refunds will not be issued.
- 8.2 In some cases matches may be stopped, for example due to injury, extreme weather or equipment failure. In these cases the match may or may not be rescheduled and, if appropriate, the score at the time of the cancellation will apply.
- 8.3 In the event of new seasons being postponed/delayed due to unforeseen or exceptional circumstances beyond our control, start dates will be rescheduled. Start dates are liable to change and refunds will not be issued once teams/players have entered into a season.
- 8.4 In the event of training sessions (including Back to Netball/Private Coaching) or court hires being postponed due to unforeseen or exceptional circumstances beyond our control, sessions will be rescheduled and refunds will not be issued.

## **9. Leaving a league**

- 9.1 Teams/players may only leave a league at the end of a season structure and once all scheduled matches have been completed.
- 9.2 Teams/players leaving mid-season will forfeit their deposit and season fees will not be refundable. You will also be liable for your opposition match fees for the remaining games. This includes teams or participants removed for bad behaviour or disciplinary reasons.
- 9.3 Teams/players must give at least a weeks' notice before the end of their scheduled season to not be automatically included in the next season.
- 9.4 To withdraw from a Season, teams/players must speak to their league manager or a representative by phone or email.

## **10. Liability & Breach**

- 10.1 The Company will provide its services with a reasonable level of skill and care.
- 10.2 In the event of breach, The Company will endeavour to remedy this with a solution mutually acceptable to both parties.

## **11. Other**

- 11.1 This agreement, or any of the obligations under it, may be subcontracted by the Company to any person without notice.
- 11.2 This agreement shall not be assignable by you without express written consent of the Company.

## **Waiver and Release of Liability**

By entering and participating in the league or competition you accept the following Waiver, Release of Liability, Assumption of Risk and Indemnity Agreement:

I acknowledge and agree as follows:

1. I understand the nature of the competition and acknowledge my experience and skill level and believe I am qualified to participate in them. I am aware that the activities will be conducted in facilities open to the public. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the activities.
2. I fully understand that: (a) the competition involves risks and dangers of serious bodily injury, including permanent disability, blindness, paralysis and death ("Risks"); (b) these Risks may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place or the negligence of the Releasees (defined below); (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and (d) I fully accept and assume all such risks and all responsibilities for losses, costs, and damages incurred as a result of my participation in the Activities.
3. I hereby release, discharge, covenant not to sue, and agree to hold harmless The Company, it's owners, administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors and advertisers, and, if applicable, owners and lessors of premises on which the competitions

take place (each considered to be one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including rescue operations, and further agree that if, despite this release, I, or anyone on my behalf, makes a claim against any of the Releasees named above.

I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, LOSS, LIABILITY, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE THE LIABILITY OF THE RELEASEES FOR ANY DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH ENGLISH LAW AND ALL PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

