



# TERMS AND CONDITIONS OF COMPETITION FOR PLAYNETBALL.COM

## DEFINITIONS

The following definitions will apply throughout these terms and conditions:

<b>'The Company'</b>	Playnetball.com Ltd. (playnetball.com)
<b>'The Company Staff'</b>	Any volunteer/director/employee of The Company or independent contractor engaged by The Company
<b>'Competition'</b>	Any league or tournament organised by The Company
<b>'Captain'</b>	A Participant designated by a Team or by The Company to undertake various organisational tasks of a Team and to ensure that all Participants adhere to the Terms and Conditions and Welcome Pack.
<b>'Welcome Pack'</b>	The Welcome Pack on the playnetball.com website.
<b>'Deposit'</b>	Any sum referred to as a Deposit by The Company and which is held by The Company pursuant to clause 2 of these Terms and Conditions.
<b>'Season Fees'</b>	Fees designated by the Company as payable for the Season.
<b>'Court Hire Charges'</b>	Fees designated by the Company as payable as part of the Season Fees for court hire.
<b>'Administrative Charges'</b>	Fees designated by the Company as payable as part of the Season Fees for administration. Administrative charge set at 16% of weekly match fee of £56.
<b>'Participant'</b>	A person making or anticipated to make an appearance for a Team in a competition including as a non-playing substitute, or as a person not registered to play in a Team.
<b>'The Site Manager'</b>	A member of The Company Staff designated to oversee the running of the league on any night.
<b>'Spectator'</b>	A person with permission from The Company to observe but not participate in a competition.
<b>'Team'</b>	A group of registered Participants as recorded on a pro-forma or sign in sheet.
<b>'Team List'</b>	Team data completed by the Captain of a Team on behalf of that Team prior to the commencement of a Season.
<b>'Season'</b>	A period of time as designated by The Company usually a period of twelve or sixteen weeks ending with and including a semi-final and grand final.
<b>'Registered Participant'</b>	A Participant registered for a specific Team as recorded in the Team List at the commencement of the Season and/or the sign in sheet.

These terms and conditions relate to any Competition indefinitely or until amendment.

## 1. WAIVER / ACCEPTANCE OF TERMS AND CONDITIONS

By entering The Company premises both Participants and Spectators automatically agree to: the waiver; these Terms and Conditions and the Welcome Pack. It is the responsibility of all Captains and Participants to ensure that these Terms and Conditions are adhered to by Participants and Spectators of their Team. All Participants of a Team are responsible for ensuring that they, other Participants in their Team and Spectators of that Team, are aware of the waiver, these Terms and Conditions and the Welcome Pack.

## 2. DEPOSITS AND PAYMENT

Deposits for a Team's place in a Season are payable prior to the start of the Season as directed by The Company. Once a Deposit is paid it is non-refundable. Failure to pay the Deposit by the date designated by



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The Company may result in a Team being unable to participate in forthcoming Seasons. The Deposit forms part of the Season Fees and any fines are payable additionally to Deposits and Season Fees.

The Team Captain is responsible for ensuring payment is made in full prior to the date designated by The Company. Failure to make full payment of the fees in accordance with the time frame provided to you by The Company may result in The Company retaining your Deposit and loss of your place in the league. The Company may also set ladder points to zero until full season payment is made.

Where a player joins a playnetball.com individuals team as a single player; makes an individual payment and subsequently requests a refund prior to the start of the season, the applicable administration fee of £15 will be retained by playnetball.com.

Refunds cannot be made within 5 days of the start of the league. All refunds are subject to an administration fee of £15 for individuals and £30 for teams.

## 3. INJURY

The Company does not accept any responsibility for any injuries to or death of Participants or Spectators on The Company's premises, unless The Company is in breach of these Terms and Conditions or relevant Health and Safety legislation and this is the cause of the death or serious injury.

Some basic first aid supplies are available for injuries to Participants caused through play, although we do not provide medical assistance. Any medical assistance or advice given is provided on a voluntary basis with the assumed consent of the injured Participant.

There is no additional time played in the event of an injury.

**PLEASE NOTE: Playnetball.com does not provide insurance for players. Players should arrange their own insurance.**

## 4. CODE OF CONDUCT

The Company does not tolerate backchat, derogatory comments or abusive language or behaviour towards The Company Staff, Participants or Spectators.

Umpires' decisions are final. Any questions or queries may only be clarified during match breaks. Failure to adhere to this term is a sending off offence, at the discretion of the umpires and/or the Site Manager.

Dangerous/non-sporting behaviour: All Participants/Spectators are required to ensure they do not endanger themselves or others whilst on The Company premises. Any Participant engaging in intentional and/or unintentional dangerous play, as determined by The Company Staff, may be subject to disciplinary procedures.

Neither Participants nor Spectators are permitted to enter The Company premises whilst under the influence of drugs/alcohol and every effort will be made by The Company Staff to ensure this doesn't happen. Participants found to be/suspected of playing under the influence of drugs and/or alcohol will be asked to leave the premises immediately and will be subject to disciplinary process.

Any transgression of the code of conduct will result in the disciplinary process being invoked.



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## 5. DISCIPLINARY PROCESS

- Step 1 – Verbal warning
- Step 2 – Written warning
- Step 3 – Suspension
- Step 4 – Termination of registration
- Step 5 – Civil proceedings commenced

The disciplinary process may be used in relation to a Participant or Team. Depending upon the severity of an incident, as determined by The Company Staff, steps in the disciplinary process may be missed out. A Captain will usually be included in the disciplinary process.

There are no refunds provided as a result of the disciplinary process being invoked.

## 6. FORFEITS

Teams that do not field a Team for a scheduled match will be charged a forfeit fee of £65. This is to be paid ahead of that Team's next match. Failure to pay the fee may result in deduction of ladder points, suspension or expulsion from the Competition. The score for the intended match will be recorded as 25-0 to the opposition.

A Team is required to field five Participants in order that a match may start. A Team will be penalised one goal per minute for each minute that they do not have five participants on court. If a Team does not have five players on court by the start of the second quarter, the match will be forfeit and the Team will be charged a forfeit fee of £65.

A Team may arrange to use fill-ins in order to reach the minimum. However, if by the start of the second quarter a team does not have at least four of their Registered Participants on court, the match will be forfeited with the score 10-0 to the opposition. In this instance, the game will continue and no forfeit fee is charged.

For mixed leagues, a Team may only have three male Participants on the court at any one time, otherwise the match will be forfeited with the score 10-0 to the opposition. In this instance, no forfeit fee is charged.

A Captain, or in the instance that the Team Captain is not present, the Team, must take responsibility for informing the umpire about the use of unregistered Participants. If a Team is found to be using unregistered Participants or higher graded fill-ins without informing the umpires, additional ladder points may be deducted as a penalty.

Any Team that fails on more than one occasion in a Season to provide the minimum number of Participants for a match will lose their first preference to return the following Season.

## 7. NEW TEAMS MID SEASON

Where a Team is replaced or joins midway through the Season, the results of all of their previous matches will remain as 5-0 to the opposition.



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## 8. ELIGIBILITY - SIGNING IN

All Participants and Spectators must sign in each week and all Participants must be registered online at <https://www.playnetball.com/registration/> before the start of the season. Any subsequent Participants must also register online before their first game. This, and/or their entrance onto The Company Premises, signifies their acceptance of these terms and conditions and the waiver. Additionally, the following rules apply to ensure a fair competition:

- 1) A Participant must sign in for four (12 week season) or six (16 week season) regular season matches to qualify for semis/finals (the semi-final may count towards eligibility for the final)
- 2) A Team must have at least four Registered Participants signed in for the Team to receive ladder points for that match (three for versatility)
- 3) Additional Participants may be registered for a Team throughout the Season and must register on the playnetball website prior to playing their first game:
  - a. New, Unregistered Participants joining your team should register at <https://www.playnetball.com/registration/>.
  - b. Existing Registered Participants joining your team should log on and update their team details at <https://www.playnetball.com/my-account/>
- 4) In addition, please also inform the Site Manager that you have registered a new Participant and their name will be added to your Team sign-in sheet. That Participant will only become one of your Registered Participants after their first match for your Team (i.e. their first match for your team does not count towards the required four eligible Participants) although this first match will count towards eligibility for semi-finals and grand finals.
- 5) Players must sign-in before their match each week. Group sign-ins are not allowed (i.e. you cannot sign in on behalf of other Participants).

## 9. ELIGIBILITY - FILL-INS

Teams are allowed to use fill-ins from the same or lower grades with no penalty. A fill-in that is registered to play for a higher graded side will incur a five goal penalty regardless of their time on court. A fill-in Participant may also be asked to play out of position (or to leave the court if a more appropriate fill-in is available) at the discretion of the umpires if their influence upon the match is considered to be too great. In this instance, the five goal penalty will still be applied.

If a participant plays for a number of teams, their highest graded team will be considered their standard for the purposes of filling in and penalty goals. A player may also be considered to be from a particular grade even if they are not currently playing in that grade (e.g. if they have taken a season off). This is at the umpires / site managers / organisers discretion.

## 10. ELIGIBILITY – SEMI/GRAND FINALS

A Registered Participant must play (and sign in for) four (12 week season) or six (16 week season) matches for their Team, to become eligible for semi/grand finals.

If a player leaves a team due to a medical condition (and on production of the appropriate medical certificate/letter) a direct replacement player may join in their place. A direct replacement will be deemed eligible if they play at least 40% (rounded up) of the teams remaining regular season games or two games



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(whichever is greater). The organisers must be notified of the direct replacement prior to their joining the team.

13, 14 or 15 games remaining – 6 games required

11 or 12 games remaining – 5 games required

8, 9 or 10 games remaining – 4 games required

6 or 7 games remaining – 3 games required

5 or fewer games remaining – 2 games required

A player returning from injury within the same season will be treated as a replacement player.

Ineligible Participants (unregistered or unqualified having played fewer than four (12 week season) or six (16 week season) matches) will incur a five goal penalty for their Team. This is in addition to any penalty incurred for using higher graded Participants.

Any fill-ins used during a semi or grand final should be registered to play for another Team in The Company's league for the current season. If not, a 10-goal penalty will automatically be applied.

A player can only play for one team (in each graded league) during the semi/grand final games.

Any Team using Ineligible Participants for a semi/grand final should notify the Site Manager ahead of the semi/final. Failure to do this may result in the match automatically being declared a forfeit. No forfeit fee will be charged in this instance.

### **11. GLOVES, NAILS, TAPE, JEWELLERY, CLOTHING, FOOTWEAR**

Gloves should not normally be worn playing netball but in accordance with "Netball England Domestic Rules Guidance", gloves can be worn in extreme weather conditions or with a medical condition on production of an appropriate medical certificate/letter. The player should ensure that the [glove] material worn does not endanger other player's safety and the player must ensure that they have appropriate personal liability insurance. Gloves should be plain, soft leather or microfibre (E.g. Neoprene) which are manufactured without seams (or with internally sewn seams) and have no abrasive materials including but not limited to zippers, Velcro, metallic or plastic fasteners.

Nails should be short and smooth at all times (even if gloves are worn). Nail clippers are provided by the Company Staff. Tape may not be used to cover nails.

No jewellery may be worn. In exceptional circumstances, and, wholly at the discretion of The Company, jewellery that is irremovable may be taped. Participants should bring their own tape to the courts.

Participants are expected to wear appropriate clothing and footwear to the courts. Laced sporting shoes with sufficient grip are required.

Participants will not be permitted on court if they do not meet these requirements. The Company has absolute discretion in deciding whether a Participant's clothing/footwear is appropriate.

### **12. SCORE AMENDMENTS**

The Company will apply any score amendments which have been validated by the opposing Team and/or Umpire within 14 days of game date.



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## 13. PREGNANCY

We are adopting the England Netball recommendation that individuals (player, coach, umpire) if pregnant should only participate with approval from their doctor and not participate beyond the 12th week of pregnancy. The Company will not be held liable for any pregnant individual participating in any activity should the expectant mother suffer a miscarriage, permanent damage to herself and/or unborn child as a result of participating.

## 14. POSTPONED MATCHES

In the event of matches being postponed due to unforeseen circumstances (including extreme weather and tube strikes) matches will be rescheduled. This may include playing matches on a different night of the week (or Saturday morning). All Teams are required to play rescheduled matches and no refunds will be issued. In some instances a match may be cancelled, in this event no refunds will be issued.

The Company will make the decision as to whether a match is cancelled or postponed.

In the event that a match must be stopped due to circumstances including but not limited to, extreme weather, equipment failure, dangerous playing conditions, injury, the match may or may not be rescheduled at the discretion of The Company and the score as it was at the time of the curtailment of the match will stand.

Where a game does not play for the full amount of time for any reason, the umpires and site manager will determine whether the score at the time the game ended is the final result or whether a forfeit may be awarded to either team.

We agree to use our best endeavours to reach a convenient agreement for teams affected by postponement.

## 15. USE OF PARTICIPANT IMAGES

During the course of a league, tournament, tour, season, post season or other Company activity, photographs and videos may be taken for promotional and or social media purposes not limited to Facebook, Twitter, Instagram, Flickr, Company websites and flyers. Unless the participant requests in advance of the photograph or video being taken that their image is not used for this purpose, consent is implied.

## 16. DATA PROTECTION

At playnetball.com, we do everything in our power to protect your data and give you full control over your personal data we use. Our aim is that you always feel informed and empowered with respect to safeguarding your own privacy. We process personal data in order to deliver our services to you.

We only ask for personal data when we need it for business purposes or to provide you with relevant information. When you sign up for our weekly newsletter you leave your personal data with us for a particular purpose. You always have the opportunity to explicitly agree to the collection, use, disclosure, and sharing of the information you've provided. That applies even when you're browsing our website, where you can manage your cookie preferences. You can review your personal data and change your settings at all times.



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## 16.1 Why we collect personal data

All the personal data we process is lawfully obtained and with a legal basis. The purpose of the information we collect is so we can continue to conduct our day-to-day business, and enable you to use and hear about our services. Personal data can also help us to improve our products to fit the needs of our customers.

Just as keeping your data safe is our priority, so is protecting your rights and freedom as an individual, all in full compliance with global standards of rules and regulations for the protection of data. We process personal data based on a limited set of legal bases: 1) explicit consent (e.g. ticking a box on our website when you want to register in a league), 2) a legitimate interest to do so (e.g. web analytics or direct marketing when there is an existing relationship), and 3) we have a legal obligation to do so (such as storing financial billing data for the time-period required).

We collect personal data for specific purposes, and we'll always tell you what those are when we collect it. We'll use the collected data for that purpose alone, as long as our relationship stays the same. If our relationship changes, we may need more information. For example, if you fill out a form to request more information, we'll use your data to send it to you. If you then decide to become a customer and require an invoice, we need additional information including your billing address.

Here's a list of the purposes we need information for.

- Sharing relevant information about our services,
- Creating an account that's connected to your person and company,
- Analysing usage of our services,
- Keeping your account secure,
- Direct marketing communications including profiling and lookalike audiences (e.g. Facebook Custom Audiences and Google Custom Match) to better understand our customer base and find new players.

You will always have the choice to provide personal data or not. Please keep in mind that declining to provide personal data might fairly mean that you will not receive weekly newsletters about our services, e.g. netball fixtures. We will tell you the implications of not providing the information asked for when you choose not to do so.

## 16.2 What data we collect

Signing up for a newsletter or registering to join our league require you to leave appropriate details, specific to that purpose. We never collect more data than we need and may ask for additional data at the appropriate time.

The personal data we collect may include:

- Name
- Contact details
- Netball data
- Location data

## 16.3 How we collect and use data

The information below is not exhaustive and might be updated in accordance to new legislation, or because further clarification is needed based on a new service.



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When browsing our website we automatically collect data by placing cookies and trusted tracking technologies on your browser. The information we collect helps us to maintain and improve our website and business and usually includes :-

- your IP address
- browser type
- the pages you've visited and in what order
- if you are a new or recurring visitor

We use this data to ensure the website works correctly. It also helps us to generate and review data, and create reports describing our website user base and usage patterns.

Whenever you sign up on our website, we ask for some personal data like your email address, company, name, and the content of your inquiries. The particular fields to fill in may differ per form, we'll never ask you for irrelevant information, and we'll always use the data for the purpose you submitted it for.

## 16.4 Sharing information

We always make sure that the parties we work with adhere to the GDPR Privacy and Security Standards. Additionally, we will make sure that another party will not use the data you have entrusted to us for any other purpose than delivering the service you signed up for.

Here's why and with whom we share information:

- Third party service, marketing and technology providers who perform necessary actions on our behalf. We can share personal data with third-party service providers, like our emailing provider and telephone messaging provider and anonymised data with Facebook & Google for profiling and lookalike targeting to find new players.

Where we're relying upon your consent to process personal data, you can withdraw this at any time by emailing [info@playnetball.com](mailto:info@playnetball.com).

## 16.5 Retention of personal data

Personal data related to our services, such as telephone numbers, geographic data, and message body, have a default retention period of 6 years. Each season you register with us to play netball, will restart the default retention period. If playnetball.com is sold, within the default retention period, we will pass on your personal data to the new owner.

If you would like to review, amend, transfer or request to delete personal data during the default retention period, you can contact us at [info@playnetball.com](mailto:info@playnetball.com) to do so.

## 17. OTHER INFORMATION

The Company reserves the right to amend any end of season prizes, without prior consent from Teams.

The following information sheets are available on playnetball.com or on request and form part of the terms and conditions:

- WELCOME PACK
- UMPIRES AND TRAINEE UMPIRES INFORMATION





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## WAIVER

EXCLUSION AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT DEFINITIONS:

<b>Indemnitees</b>	Playnetball.com Ltd and any employees and volunteers undertaking activity on behalf of Playnetball.com Ltd.
<b>Indemnitor</b>	The individual signing below, and his/her heirs, administrators, executors, and assigns.
<b>Facilities</b>	Any premises and equipment utilised (whether free or paid for) by the Indemnitees and employees and volunteers acting on behalf of the Indemnitees.

## RELEASE AND EXCLUSION OF LIABILITY

The Indemnitees exclude all liability and responsibility for and the Indemnitor hereby releases the Indemnitees from any liability and responsibility for:

- 1) Any loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, or loss or damages arising from or connected in any way to business interruption, and whether in tort, negligence, contract or otherwise);
- 2) Any loss or damage from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, Indemnitor's use of the Facilities and/or services provided at the Facilities.

Indemnitor represents that:

1. I am 18 years of age or older.
2. I agree to abide by the Terms and Conditions and rules of the playnetball.com competition/league and understand that my place in the competition/league may be forfeited at the discretion of the management and without recourse to refund or compensation in accordance with the Terms and Conditions (as outlined on the competition website and available on request)
3. I am submitting this release, exclusion of liability, and assumption of risk declaration voluntarily and of my own free will.
4. I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilise the Facilities and its services in a safe manner.
5. I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services of the Facilities, and further agree that I am the ultimate judge as to whether I can use the Facilities and services without risk of harm to myself.
6. I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and their services.
7. My use of the Facilities is entirely optional and my own free choice. If any part of this clause is held invalid, that invalidity will not affect other parts of this clause which can be given effect without the invalid part.



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Table of Changes

Section	Addition / Deletion	Date Implemented
6	For mixed leagues, a Team may only have three male Participants on the court at any one time, otherwise the match will be forfeited with the score 10-0 to the opposition. In this instance, no forfeit fee is charged.	23/10/2018
15	During the course of a tournament, tour, season, post season or other Company activity photographs <u>and videos</u> may be taken for promotional and or social media purposes not limited to Facebook, Twitter, Instagram, Flickr, Company websites and flyers. Unless the participant requests in advance of the photograph <u>or video</u> being taken that their image is not used for this purpose, consent is implied.	23/10/2018
10	A player returning from injury within the same season will be treated as a replacement player.	23/10/2018
12	Add section relating to timeframe scores can be amended.	08/01/2019
16	Update to Marketing clauses	4/6/2019
8	5) Registered Participants must add their details online. For existing Registered Participants joining your team they should update their team details at <a href="https://www.playnetball.com/my-account/">https://www.playnetball.com/my-account/</a> and for new players joining your team at <a href="https://www.playnetball.com/registration/">https://www.playnetball.com/registration/</a> .	9/10/2019
14	Where a game does not play for the full amount of time for any reason, the umpires and site manager will determine whether the score at the time the game ended is the final result or whether a forfeit may be awarded to either team.	19/11/2019
8	3) Additional Participants may be registered for a Team throughout the Season <u>and must register on the playnetball website prior to playing their first game:</u> a. <u>New, Unregistered Participants joining your team should register at <a href="https://www.playnetball.com/registration/">https://www.playnetball.com/registration/</a>.</u> b. <u>Existing Registered Participants joining your team should log on and update their team details at <a href="https://www.playnetball.com/my-account/">https://www.playnetball.com/my-account/</a>.</u>  5) Players must sign-in before their match each week. <u>Group sign-ins are not allowed (i.e. you cannot sign in on behalf of other Participants).</u>	15/7/2020