

PROPLAY SPORTS EVENTS LIMITED

BOOKING TERMS AND CONDITIONS

Please be aware that your booking in respect of your participation in a tournament or private hire event (“Event”) with ProPlay Sports Events Limited (“ProPlay Sports Events”, “us” or “we”) will be governed by the following Terms and Conditions. Please read them carefully and feel free to contact us via team@proplaysportsevents.com should any points be unclear.

1. YOUR BOOKING

Your booking for each Event, once accepted and confirmed in writing to you, represents a contract between you and ProPlay Sports Events (the “Contract”). The Contract is based on the information provided to you in writing prior to booking and is governed by these Terms and Conditions. Your contract is with ProPlay Sports Events Limited (Company Registration Number 10459113), whose registered address is: ProPlay Sports Events Limited, Orchard Lodge, Orchard Close, Guildford, GU1 2PR.

You are entering into the Contract on your own behalf and on behalf of everyone in your group that is taking part in the Event (“Your Group”). Please ensure that all members of Your Group are aware of these Terms and Conditions as they will apply to all members of Your Group.

In entering into this Contract, we will consider you to be the organiser of Your Group (“Group Organiser”). As the Group Organiser, you must be over 18 years of age and we cannot accept bookings from any teams unaccompanied by supervising adults.

2. YOUR PAYMENT

Event Price

The price applicable for each Event organised by ProPlay Sports Events is as presented in writing to the Group Organiser.

Invoices and Payment

Your booking confirmation will include an invoice showing the balance of all sums due to ProPlay Sports Events from you, along with any monies paid by you in advance. All outstanding balances must be paid by the due dates stated in the invoice.

When booking, you will need to make an initial deposit payment, followed by a stage payment and then a final balance payment. The dates on which the stage payment and final balance payment are due will be set out in the invoice. This has been designed to enable you to plan and collect monies in appropriate timelines from the other members of Your Group and for us to be able to plan ahead with the Event arrangements. Should we not receive the relevant payment by the dates stated in the invoice, then we reserve the right to treat your booking as cancelled. In such instance, all monies paid by you up to the date of any such cancellation will be retained by ProPlay Sports Events and no refunds will be given.

For bookings for ProPlay 5-a-side Tournament, the initial deposit payment made when booking is the full amount of the tournament entry price. Therefore no further payments are required for this event.

IMPORTANT NOTE: You, as the Group Organiser, are making this booking on your own behalf and on behalf of all members of Your Group. You are directly responsible for the payment of all of the monies due to ProPlay Sports Events for the booking. This is the case irrespective of whether you are reimbursed by other members of Your Group in respect of the booking.

If for any reason a payment by cheque is returned unpaid by the issuing bank, or has to be represented, a charge of £15 will be levied by us to cover the bank and administration charges incurred.

3. YOUR CANCELLATION

You may cancel your booking with us, but if you do so then a cancellation charge will apply. The cancellation charges are set out below. As soon as you know that you need to cancel your booking, you must call us on 01483 370377 and then contact us in writing to confirm the cancellation.

Cancellation charges are calculated from the day ProPlay Sports Events receives written instruction from you to cancel a booking, and apply as follows:

Length of time from the date of cancellation to the start of the event

16 weeks or more: Cancellation charge payable by you is the deposit payment only.

8 – 16 weeks: Cancellation charge payable by you is the deposit payment and stage payment.

Less than 8 weeks: Cancellation charge payable by you is 100% of event fee.

If you or Your Group have insurance cover and cancel your booking due to illness, accident or a change of circumstances, then the cancellation charges which apply may be covered by your insurance policy. In such instances, we recommend you check with your insurer.

4. INSURANCE & LIABILITY

All Events organised by ProPlay Sports Events are insured for 'public liability' purposes. ProPlay Sports Events holds Public Liability Insurance to the value of £5million and Employers Liability Insurance to the value of £10million. However, ProPlay Sports Events' insurance does not cover Your Group's public liability, or personal accident or injury whilst at an Event, except where such liability is caused by our negligence. These are risks which are borne by you and Your Group.

All members of Your Group need to be physically fit and able to participate in sporting activities and, accordingly, all members of Your Group accept all risks which may result from their own participation in the Event. As a participatory sporting event, each member of Your Group participates in the Event entirely 'at their own risk'. ProPlay Sports Events cannot accept responsibility for death or personal injury to a participant, however serious and howsoever caused (including, but not limited to, poor pitch condition), except where such death or personal injury is caused by ProPlay Sports Events' own negligence. All members of Your Group are encouraged to make sure they have their own personal and public liability insurance in place before taking part in the Event. It is your responsibility as the Group Organiser to inform all members of Your Group and/or their parents or guardians (or any other such responsible person) accordingly.

ProPlay Sports Events cannot accept responsibility for death or personal injury (however serious and howsoever caused including, but not limited to, death or injury due to adverse weather conditions or damage to the facilities, e.g. seating and seating fixings) to any person attending an Event (whether as participant or spectator) whilst on the venue premises (including car parks), except where such death or personal injury is caused by ProPlay Sports Events' own negligence. It is your responsibility as the Group Organiser to inform all members of Your Group and/or their parents or guardians (or any other such responsible person) accordingly.

5. BEHAVIOUR & CONDUCT

It is a condition of Your Group's participation in the Event that you and each member of Your Group agree to accept the authority and decisions of the ProPlay Sports Events organisers and venue management in attendance at the relevant Event.

All visitors to the venue (whether members of Your Group or spectators connected to Your Group) where the Event is being held must, at all times, comply with the instructions and regulations of the venue and /or its officers, employees or agents. All visitors to the venue where the Event is being held must not do anything on the premises, or any adjoining or neighbouring premises, in such a way as to cause damage, nuisance, annoyance, disturbance, inconvenience, injury or damage to the venue or the owners or occupiers of adjacent or neighbouring premises.

It is your responsibility as the Group Organiser to ensure the behaviour of all members of Your Group is acceptable at all times at the Event. In extreme cases of unacceptable behaviour by members of Your Group, ProPlay Sports Events and the venue where the Event is being held reserve the right to eject, without warning, any person from the venue, and its premises, whose conduct is considered unacceptable. This also includes the right to terminate Your Group's participation in an Event whereby part or all of a group may be required to leave the premises. In such circumstances ProPlay Sports Events shall not refund any sums paid by you in respect of the booking.

Every individual (or responsible individual) in Your Group is responsible for their own safety (and the safety of minor(s) under their control) and the safe-keeping of their personal property/possessions at all times. We cannot accept responsibility for any loss of personal property/possessions.

You will be charged for any damages at the venue caused by members of Your Group. As Group Organiser, you will be held accountable for any damage caused to the Event venue or Event venue facilities by any members of Your Group or any connected spectators or for the theft of any property belonging to the venue where the Event is being staged.

No alcohol is allowed to be brought into the Event venue. Smoking is strictly prohibited anywhere inside the Event venues. The taking of any dangerous or illegal substances into the premises of the venue where the Event is being held is also strictly prohibited. Anyone caught with such dangerous or illegal substances in their possession will be ejected from the Event venue immediately and may be liable to prosecution.

6. TOURNAMENT RULES & FIXTURES

For all groups booking to take part in a tournament event ("Tournament"), final briefing details will be sent to the Group Organisers of all participating teams 10-14 days before the Tournament takes place. The final briefing will include fixtures, schedules and the Tournament rules.

7. TOURNAMENT PLAYER REGISTRATION

Where you make a booking to take part in a Tournament you will be required to complete a Player Registration Form, which includes the name and date of birth of each player in Your Group. As Group Organiser, you shall confirm that all such details are correct. ProPlay Sports Events will retain a copy of this form in the event that it should be necessary to follow up a query about a player's age.

ProPlay Sports Events shall only use the personal information held in the Player Registration Form for the purposes of organising the Event. In supplying personal information on the Player Registration Form, each member of Your Group consents to ProPlay Sports Events processing its personal data in such a way. You shall ensure that each member of Your Group is aware of this and gives their consent accordingly.

8. JUNIOR FOOTBALL TOURNAMENT AGE QUALIFICATION DATES

Where you make a booking to take part in a Football Tournament at the end of season 2018/2019, you will need to ensure that all members of Your Group comply with the following age qualification dates. Boys and girls are permitted to play together in all age groups.

Age group	Born on or after	Born before
U16	1 Sept 2002	1 Sept 2004
U15	1 Sept 2003	1 Sept 2005
U14	1 Sept 2004	1 Sept 2006
U13	1 Sept 2005	1 Sept 2007
U12	1 Sept 2006	1 Sept 2008
U11	1 Sept 2007	1 Sept 2009
U10	1 Sept 2008	1 Sept 2010
U9	1 Sept 2009	1 Sept 2011
U8	1 Sept 2010	1 Sept 2012
U7	1 Sept 2011	1 Sept 2013

9. TRANSPORT

Teams are responsible for organising their own transport to and from the Event venue. ProPlay Sports Events cannot be held liable for any part of the Event missed due to your failure to arrive at the Event venue at the time advised in your final briefing details.

10. CHILD PROTECTION

All ProPlay Sports Events Junior Tournament organisers are DBS checked.

11. REFEREES/UMPIRES

Independent, qualified referees or umpires are appointed for all Events.

12. MEDICAL SERVICES

ProPlay Sports Events will ensure the provision of first aid medical services at all Events.

13. PHOTOGRAPHS & VIDEO FOOTAGE

By booking your team(s), you are also agreeing that ProPlay Sports Events may, if appropriate, use any photographs or video footage taken by the Event photographers or film crew at our Events of individual players or teams, in our marketing literature, website and advertising. You shall ensure that all members of Your Group are also aware of this. If you would not like photography or video footage of members of Your Group to be used for this purpose for any reason, you must notify ProPlay Sports Events in writing to the email address at the head of these Terms and Conditions.

14. SPECTATORS

Spectators are allowed to enter the Event venue subject to capacity limits put in place by the Event venue owners. Spectators must remain in the designated seating areas for the duration of the Event. Spectators are not under any circumstances allowed to stand on the side of the pitch or go onto the pitch at any time. The designated seating areas at each Event are controlled and determined by the Event venue. Spectator viewing at an Event may therefore be limited or restricted, dependent on the designated seating areas allocated by the Event venue.

15. EVENT CANCELLATION/CURTAILMENT

In the unusual event that there are insufficient entries in an age group or category to go ahead with the specific Tournament age group or category, ProPlay Sports Events will attempt to offer a suitable alternative for the affected members of Your Group. If there is not an alternative option which is acceptable for those affected members of Your Group, and you wish to cancel those members of Your Group affected from your booking, then any payments made by the affected members of Your Group to ProPlay Sports Events prior to such cancellation will be refunded in full.

Whilst every effort is made to mitigate the risk, we cannot accept responsibility if the venue, where the Event is being staged, makes a decision to cancel the Event at any time prior to the day of the Event for their own sporting/business reasons. Such decisions are completely out of our control. A few examples (including but not limited to) of such situations are if the relevant football club becomes involved in the end of season play-offs or qualifies for certain European competitions, damage to the pitch/facilities and severe weather conditions. Such matters might be decided very close to the date of the Event and so cancellation, while very unlikely, is possible.

If such an incidence were to occur, ProPlay Sports Events would refund all monies paid to us by you in full, however we cannot entertain and will not be liable for, from you or any member of Your Group any claim for loss of monies or costs of any description (such as for travel or accommodation, either individually or collectively), or disappointment or loss of opportunity, incurred as a result of such an Event cancellation.

Whilst every effort will be made to complete all scheduled fixtures at every Event, ProPlay Sports Events cannot be held responsible for the curtailment of an Event due to adverse weather conditions or the decision of other teams to withdraw from the Event.

ProPlay Sports Events event management and the venue management reserve the right to stop an Event, at any time, if any circumstances arise where the safety of participants/spectators is considered to be at risk, for example (including but not limited to) severe weather conditions. It is possible that in such a situation an Event could be terminated before completion. However unlikely such circumstances may be, and whether or not any such circumstances may be deemed foreseeable (i.e. where it was obvious that such circumstances would happen or both of us knew it might happen), and irrespective of how much of the Event was incomplete, participants/spectators will not be entitled to a full or partial refund of monies paid to ProPlay Sports Events unless ProPlay Sports Events and the Event venue management, in evaluating the elements of the Event that did not take place and the reasons for them not taking place, deem that an appropriate refund is due. If deemed appropriate, the refund will be made in line with the proportion of the Event that did not take place. In such occurrence, ProPlay Sports Events cannot entertain and will not be liable for, from you or any member of Your Group any claim for loss of monies or costs of any description (such as for travel or accommodation, either individually or collectively), or disappointment or loss of opportunity, incurred as a result of such an Event termination.

16. FORCE MAJEURE

ProPlay Sports Events shall not be liable for any loss, damage or expense which you or Your Group may incur arising from a change or cancellation to your arrangements which occur due to unusual or unforeseeable circumstances beyond our control

and that of our suppliers. Such events would include, for example, war, threat of war, riots, civil strife, pandemics, industrial disputes, terrorist activity, fire or adverse weather conditions, natural or nuclear disaster, or similar events beyond our control.

17. COMPLAINTS PROCEDURE

In the event that you have any problems with any element of your Event experience, you must advise the Event organisers immediately, so that we can attempt to resolve the problem at once. If the problem cannot be resolved at the Event, then we will ask you as Group Organiser to contact us in writing after the Event with details of the complaint, following which ProPlay Sports Events will undertake a full investigation. If you fail to take either of these steps, it will affect our ability to investigate your complaint and may impact the way your complaint is dealt with. In the event of any dispute arising between us, the dispute will be governed by the laws of England & Wales under the exclusive jurisdiction of the English courts. Complaints must be submitted in writing within 28 days of the event.

In the event that any term of these Terms and Conditions is held to be unenforceable, all other terms and conditions contained herein shall remain unaffected.

ProPlay Sports Events cannot be held responsible for the conduct, behaviour and actions of other teams attending the Event; the decision of teams not to fulfil a scheduled fixture at the Event; loss of property and damage to property/vehicles at the Event venue. Vehicles are left in the Event venue car park or surrounding area entirely at the owners' risk. We cannot accept responsibility for any loss, theft or damage, however extensive and howsoever caused.

Due to the fact that it is something which would be outside of our control, ProPlay Sports Events cannot accept responsibility for the condition of the pitch or the facilities (including, but not limited to, changing facilities, food and beverage outlets and designated seating areas) at the time of the Events, and therefore we will not be able to entertain or be liable for claims, of any description, from any person, if the condition of the pitch or the facilities for an Event is not to their satisfaction.

18. EVENT DELIVERY ACCURACY

To the best of our knowledge, all information advised on the website is fully accurate. Please be aware that there may be occasions when facilities or items at Event venues, as stated on the website, are modified or unavailable due to factors beyond our control.