

FUTURESOCCER (FS) TERMS AND CONDITIONS

Thank you for participating in the FS League (the "League"). These terms and conditions apply when participating in the League, and should you have any queries, please contact Micky Coburn on 078 43 43 96 26 or info@futuresoccer.co.uk

1. Definitions

1.1 "FS" means FS Limited, company number 05049750 whose registered address is 7 Bonington Chase, Chelmsford, Essex;

"Team Organiser" the representative and organiser of each team participating in the League and shall include his/her representative from time to time

2. The League

2.1 The League will consist of a minimum of 4 teams and a maximum of 12.

2.2 A season will consist of each team in each league/division playing each other twice, (however this may have to be adapted at the discretion of FS i.e. in cases of a reduced league/division).

2.3 In each League, three (3) points will be awarded for a win, one (1) point for a draw, and no (0) points for a loss.

2.4 League positions will be decided at the end of each season by (i) firstly total points, then (ii) goal difference and then (iii) goals scored. Point (ii) shall only be used in occurrences of (i) being equal, point (iii) is only used in occurrences of (i) and (ii) being equal.

If at the end of a season any two teams are equal on (i), (ii), and (iii) a play off game will determine their final position.

2.5 In the first instance two teams will be relegated and two teams will be promoted each season. In certain instances this may need to be amended at the entire discretion of FS.

3. Entry of Teams to Leagues

3.1 Teams must be entered into each League by the Team Organiser once the necessary forms and agreements have been completed as FS in its absolute discretion may require. Along with the correctly completed forms and agreements, FS must receive in full, payment of the registration fee and the deposit. For the avoidance of doubt, no team will be permitted to play in any League until that season's registration fee and deposit has been received in full by FS.

3.2 Registration fees for the following season must be paid on the day of, or before the last game of the current season. A receipt will be issued by FS for all fees paid, which will act as the teams' admission for entry into the next season. Following the last game of the season, all teams who have paid for the following Season will be allocated a place in the League for the following Season. Teams

- who have failed to pay by the appropriate time may be replaced by a team on the standby lists at the complete discretion of FS and in accordance with clause 10.
- 3.3 Teams who have not played in a League before may be placed on the standby list if there are no places available. To ascertain which League they are to play in (if any), they may be required to play a “grading game” whilst waiting for a suitable League place to become available.
 - 3.4 In certain circumstances, FS reserves the right to enter new teams into vacated League spaces at any time during a season. Such teams will take over the points etc of the replaced team.
 - 3.5 Any team in arrears of payment to FS will not be permitted to enter a new season. Records of all monies received and/or owed are kept by FS and shall be provided to the Team Organiser if requested.
 - 3.6 The Team Organiser must agree to and sign these terms before their team commences playing in any League and the team hereby acknowledges that the Team Organisers’ agreement is taken as an agreement by the whole team. Team Organisers must also note FS’ disclaimers from time to time and failure to do so will result in their team being withdrawn from the league, and the application of the appropriate charges.

4. Player Registration and Availability

- 4.1 All players must be registered with FS by completion of the appropriate forms as notified to the Team Organiser by FS from time to time.
- 4.2 Each player in the FS adult leagues must be a minimum of 16 years of age [on the date the player commences play in any League], and the Team Organiser a minimum of 17 years of age [on the date which they become Team Organiser].
- 4.3 Teams can register a maximum of 15 players per season and a minimum of 5 players. Teams may add to their playing squad at any point in the season as long as numbers do not exceed more than 15 players registered at any one time.
- 4.4 Up to eight players can be selected for each match, 5 players and 3 substitutes.
- 4.5 Registered players are permitted to transfer to another team within the same division during a season, however they can not transfer back or play for more than two teams in any one season. Transfers of players across divisions must be prior approved by FS and both Team Organisers, and the necessary changes must be made to paperwork before a player can play for a new team.
- 4.6 In the event a team is found using unregistered or suspended players, that team will have the match awarded to their opposition 10 – 0 and may have one point deducted per unregistered/suspended player.
- 4.7 Any team found to be, or suspected of, falsifying team sheets will have at least one point deducted from their points the match awarded to their opposition 10 – 0.

- 4.8 Any breach of player registration rules shall entitle the opposing team to claim a 10- 0 victory. Persistent or serious breaches of the player registration rules may result in expulsion from the League.

5. Pre match formalities

- 5.1 Your team sheet must be submitted via the website prior to 6pm on the day of a scheduled fixture
- 5.2 The Team Organiser shall pay the match fee in full before the commencement of any game (for the avoidance of doubt no later than 10 minutes before), unless agreed with FS in writing. On payment, the Team Organiser shall be issued with:
- (i) a receipt of payment; and
 - (ii) a match team sheet for the Team Organiser to complete detailing the 8 players who will be playing in that fixture, at the discretion of FS.
- 5.3 The referee will not begin any match until they have received teams sheets from both teams and been shown a receipt of payment.

6. Failure to Show

- If a team is late kicking off (as dictated by the clock in the shed), their opponents will be given one goal for every two minutes that the opposing team is late from the scheduled kick-off time. The time is taken from the referees watch – there will be no exceptions.
- 6.1 If a team fails to appear within 15 minutes of its scheduled fixture, the opposing team will:
- (i) be awarded 3 points and a 10 – 0 win;
 - (ii) reimbursement of the match fee; OR
 - (iii) have use of the pitch for the allocated time (if a refund is requested then the pitch may not be used).
- 6.2 A referee can be used in instances of a “no show”, either for a friendly game that may subsequently be arranged or for the single team, at no extra charge.
- 6.3 If, after the 15 minute time limit, the team arrives, the teams upon mutual agreement can agree to play the match for the remainder of the time that is scheduled for that match, at the full match fee charge (at the discretion of FS), in these instances the score of 10 – 0 will stand.
- 6.4 If both teams fail to turn up for a scheduled match, the game will be declared null and void with neither team receiving any points. In such instances both teams will be fully liable to pay the full match fee.

6.5 A game will be abandoned in instances where a player is found consuming alcohol/drugs prior to or during a game (or is reasonably suspected of doing so). In these circumstances, FS shall take appropriate action against the team and/or the player in question as it deems necessary.

7. Cancellations, Postponements and Re-arrangements

7.1 All games shall be played in accordance with the original fixture list which appears on the website, however this is subject to change and should be checked no more than 24 hours prior to a scheduled kick off, unless one or more of the following exceptions applies (in each instance, FS' decision shall be final and binding):

- (i) Adverse weather conditions leading to unplayable pitches, in this instance the game will be re-arranged within a suitable timescale by FS;
- (ii) If a FS site is closed due to a Public Holiday, games will be re-arranged within 3 weeks of the original fixture (subject to verification with the respective Team Organisers which once agreed are final).

7.2.1 In addition to the above, teams may postpone their matches according to the team request protocol as outlined in clause 7.3

7.3 Team Request Protocol permits one postponement per team per season, on the condition that any such postponement is re-arranged. A minimum of 24 hours notice must be given and will be re-scheduled by FS. If a game is scheduled for a Monday then notice must be given by 5pm on the Friday before for any cancellation. Postponed games must be played within the corresponding season.

7.4 If in accordance with clause 7.3, a team is viewed by FS to be needlessly difficult in re-scheduling a game, the match will be awarded to their opposition 10 – 0 and the team will be invoiced for the full match fee of both teams;

7.5 Under no circumstances will the last two games of the season be postponed.

7.6 In accordance with these terms, failure for a team to turn up for a fixture, will result in them being subjected to the payment regulations as set out below:

- (i) If a team does not turn up for a fixture or re-arranged game, the game will be forfeited 3 points and a 10 – 0 score line awarded to the opposition. No exceptions; and
- (ii) will lose their deposit, which must be paid back at their next match

7.7 In circumstances of a game being abandoned at no fault of either team, a full replay will be arranged with score line commencing 0 – 0. The fees paid for the match will be retained by FS, and FS will organise that match, with no additional charges being issued to either team.

7.8 If a team does not turn up for 3 games (without prior advise to FS) they may be removed from the leagues and replaced with a team from the waiting list. The team removed will still be liable for any outstanding match fees.

8. Payment

- 8.1 Teams are required to fulfil all fixtures as notified to them, and subject to these terms are liable to pay the match fee whether the game is played or not. Subject to these terms, cancellations are not allowed.
- 8.2 Any fees owed by a team or outstanding in accordance with these terms are the responsibility of each Team Organiser. In the event that any fees or other payments owing to FS are not paid on time this may result in a debt collection being filed against a Team Organiser.
- 8.3 Any fees owed by a team may result in all registered squad members (at the time of the last game played) being banned from all FS leagues until payment is made. This is at the discretion of FS.

9. League Replacements and Withdrawals

- 9.1 The League operates a system in which two teams are promoted and two teams are relegated each season. However, in cases in which teams do not re-register for the following season, or leave a league mid-season, FS reserves the right to promote, relegate, or alter the fixtures of any team at any point within reason. In these cases all teams will be notified before this occurs.
- 9.2 If a team pulls out or is removed from a League during a season, FS will endeavour to replace them from a team on its stand-by list.
- 9.3 At the sole discretion of FS, any replacement team will take over the replaced team's points, its league standing and all of its previous results. If a replacement team cannot be found all results will be awarded 10 – 0 to the opposition of the withdrawing team, as well as 3 points, the exiting team's league points and standing and previous results will stand
- 9.4 Any team that withdraws during any season will be billed for their remaining match fees for that season (and they will lose their deposit), until a replacement team has been entered into the leagues.
- 9.5 Repayment schemes may be permitted for outstanding fees, at the complete discretion of FS, and will have to be agreed in writing between the Team Organiser and a director of FS.

10. Behaviour

- 10.1 FS reserves the right to prevent anyone from entering any of its sites if it thinks their behaviour and/or appearance is unsuitable or is likely to become so. At all times the Team Organiser shall be wholly responsible for the actions of each player and/or guest.

- 10.2 All teams, players, and supporters must show consideration at all times on each and every FS site and must adhere to all notices and signs on the site (such signs shall include information regarding what action should be taken in the event of an emergency). FS will not tolerate any rude or abusive language or the threat or use of violence. Any player, guest and/or supporter who demonstrates any kind of physical or verbal violence whilst at an FS site will, at FS's discretion be immediately banned from all of its sites and their team may also be banned.
- 10.3 No pets (other than guide dogs) are allowed onto any FS sites at any time and smoking is NOT permitted.
- 10.4 No alcohol or illegal substances shall be consumed at any of the FS sites. If any person is, or is suspected of being under the influence of drugs and/or alcohol, they shall be banned from every FS site indefinitely.
- 10.5 Football must be played on the pitches only. Should any damage be caused due to non-compliance of this clause, all damage shall be paid for in full, by the offending team.
- 10.6 Care must be taken when driving in each of the car parks, and when arriving and leaving each site. If a person is seen to be driving at excessive speeds or dangerously in or out of a site, they may be banned from all FS premises'. Maximum speed in and out of the car park is 5mph.

11. Health and Safety

- 11.1 Appropriate safety equipment must be worn by each player at all times when playing. Should players not adhere to this, they will not be allowed to play until such time as they comply. Appropriate footwear is considered to be either trainers or astro-turf trainers which FS strongly advises. No moulded studs, studded, or bladed trainers/boots are allowed at any time. Any damage caused to the sites as a result of incorrect footwear or other equipment shall be the full and sole responsibility of the team who have caused such damage.
- 11.2 No jewellery is permitted.
- 11.3 Shinpads must be worn at all times during any officiated game.

12. Lockers

- 123.1 No responsibility will be accepted for loss or damage to personal property and where FS provides lockers, FS strongly recommends that such lockers are used]

13. Liability

- 13.1 Except for death or personal injury caused by FS' negligence, FS takes no responsibility for any accident or injury suffered to any persons during use of the sites and/or surrounding facilities
- 13.2 FS takes no responsibility for any theft, damage or loss of property during use of a site and/or surrounding facilities. Any property brought onto a site is done so at each players/teams' own risk.

13.3 No FS employee shall guard any valuables or property of any kind on behalf of players and/or their guests. FS does not accept any liability in cases where property is left with any of our employees or representatives.

13.3 In any incidents of injuries or accidents to players, their guests or children, players must report them, and the circumstances surrounding them to a FS employee immediately.

14. Physical Activity

14.1 Players and their guests should only undertake activity to a level which reflects their physical capabilities and every individual is responsible for monitoring their own physical condition. FS cannot be held responsible for any injuries or illnesses which may be suffered whilst playing (unless it is due to FS' negligence).

14.2 If a player or guest suffers any injury or illness FS strongly advises that they:

- (i) stop the activity immediately; and
- (ii) inform FS immediately or the referee who will then take applicable action

14.3 Each team is responsible for their own First Aid when at FS.

15. Lost Property

15.1 If any lost property is found on any site, it must be handed in immediately to an employee of FS. Any items that are handed in can be obtained from FS whilst the specific site is open. Any lost property is logged by FS, and will be held for a maximum of 3 weeks before being given to charity.

16. Parking

16.1 Players and guests must park in the designated parking area and FS reserves the right to clamp and/or remove infringing vehicles and charge a fee for removal. All vehicles must be removed before the site closes, and FS shall not be liable in the event players/guests do not adhere to this.

16.2 All vehicles are parked at the owner's risk and FS cannot be held responsible for any loss or damage to any vehicle whilst at such premises.

17. Children (aged 0 – 17)

17.1 Players and guests are responsible for the behaviour and actions of children (aged 0 – 17 years old), whilst they are on FS sites.

17.2 Children must be supervised by an appropriate adult (18 years +) unless they are participating in an organised children's event. Children must use the appropriated designated changing rooms, unless they are under the age of 6 in which case, [].

18. Application and Change to Terms

18.1 FS reserves the right to change these terms at any time, without prior warning, and it each team/players responsibility to ensure that they have read and understood them.

18.2 Unless otherwise stated, these terms shall apply to all friendly ties organised by FS as well as league matches.

In accordance with clause 3.6, I, as Team Organiser agree that I have read and understand these terms and conditions.

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Signed

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Name (block capitals)

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Name of Team

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Date