

## **Terms and Conditions**

Venues: Wakefield Park, Alex Moore, Te Whaea, St Pats and Boyd Wilson

Grade(s): 7 aside – Open, 11aside – Open

Fees: Specific to each competition

Better Football - 03-0502-0343222-001

Rules: League and playing rules are available on our website.

It is compulsory for all players to be registered. This can either be done via the registration form or by a team list held or submitted by the manager.

### **FINE PRINT ...**

Below are the terms and conditions of business by which BETTER FOOTBALL accept participants to their events. Participants include individuals and teams who wish to take part in any BETTER FOOTBALL competition. We do not accept participants on any other terms. These Conditions do not affect your statutory rights.

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

1.1. When a team joins a BETTER FOOTBALL league either by phone, internet or post they are forming a contract subject to these Terms and Conditions with BETTER FOOTBALL and are committing to the duration of at least one season, or 10 weeks, whichever is the longer period.

1.2. Participants agree to abide by the League and Playing Rules as published on the website and sent to the nominated captain upon entry.

1.3. BETTER FOOTBALL reserve the right to refuse entry of any Participant, team or organisation from its competition without giving a reason; or exclude any Participant, team or organisation from its competition for breaches of these Conditions or of the Playing Rules or in respect of any misconduct whatsoever by its team Participants or supporters or associates of the same.

#### **2. REGISTRATION NUMBERS AND PLAYING NUMBERS**

2.1. Entries will be accepted on a first come, first served basis (Deposit must be paid to secure your spot)

2.2. A set number of teams can be accepted into the competition and any Teams that miss out will be placed on a waiting list.

2.3. It is the responsibility of the team organiser to register all of their players or send a complete team list before the start of the first game

2.4. You can continue to register players throughout the competition

2.5. Teams may register up to 15 Players for 7-a-Side and 22 players for 11-a-side.

2.5.1. For 7-a-Side Leagues a maximum of 12 players per game may be used. For 11-a-Side Leagues a maximum of 16 players per game may be used.

2.6. Players must play three games for their team to be eligible to participate in semi-finals and finals.

2.6.1 Based on a 10 week league.

2.7. Mixed 7 a side requires a minimum of 2 females on the pitch at all times.

Masters 7 a side are eligible to have 2 underage players in the match day squad, it is Better Football's discretion on whether these rules have been breached. Any complaints about opposition numbers need to be raised to Event Staff on the night of the game.

### **Registered Players**

2.7. Should a team wish to field an unregistered player, permission should be sought from the opposing team captain before the game commences, with the referee present

2.8. Any team playing unregistered players or a suspended player (that has not been authorised by the opposition & referee) will automatically lose the game 3-0 or 5-0 and may have further points deducted, based on the situation and league.

### **3. PAYMENT CONDITIONS**

3.1. The game fee is set by the BETTER FOOTBALL before the start of each season.

3.2. The match fees are payable before the Season commences.

3.3. Payments can be made;

3.4. By Direct Credit into Acc: Better Football - 03-0502-0343222-001

3.5. "Cash on the night" direct to league manager – a receipt will be given

3.6. Any leniency granted in this regard does not jeopardise our rights to claim this money in the event of non-payment.

3.7. If the full match fee is not received before the season, for any reason, BETTER FOOTBALL maintains the right to implement the 'No Pay – No Result' procedure

3.8 League Fees are not refundable; however should a suitable, paying replacement team be found, management will be in a position to offer a refund.

3.9. Any outstanding monies will be forwarded to Debt Collection Agency for collection. Any collection costs charged by the Agency will not be the responsibility of BETTER FOOTBALL and will be liable by the Captain / Manager

3.10. The team captain is responsible for all team underpayments and match fee arrears.

3.11. BETTER FOOTBALL reserve the right to withhold any trophies and prizes from teams that have monies owing from debt accrued throughout any season(s).

#### **4. DRAWS & RESULTS**

4.1. Draws & Results will be published on the website of the competition.

4.2. There may be times that the draws will be delayed for reasons such as new rounds and semis/finals.

4.3. Game times change from time and thus while the entire season's draw is on the website, management reserves the right to make week to week amendments.

4.4. Management will endeavour to have results published within 12 hours after the game and will endeavour to have the correct draws displayed at least 4 days before play.

#### **5. REFEREEING**

5.1. The captain is wholly responsible for his / her team's conduct towards the referee.

5.2. BETTER FOOTBALL will not tolerate referee abuse and any infringement of the referees rights could lead to the guilty player being banned from the season with no refund.

5.3. Referees will be provided and the Referee's decision is binding and final.

5.4. If you are interested in becoming a Referee please contact us.

#### **6. UNIFORM**

6.1. All players must wear identical coloured shirts

6.2. Suitable footwear must be worn. Astro shoes are recommended but football boots with molded blades or molded studs are acceptable

6.3. No spikes, football boots (with removable sprigs), and boots with metal cleats are not allowed as they may cause damage to the artificial turf.

## **7. COMPETITION FORMAT & RULES**

7.1. Please adhere to the Rules as published on the BETTER FOOTBALL website.

## **8. DEFAULTS**

8.1. If a team is absent for a fixture without giving proper notice the opposition shall be awarded the game.

8.2. Defaults are taken seriously as this is not fair on the opposition, Referee or On-field Coordinator.

8.3. If your team is going to default a game you must give BETTER FOOTBALL at least 12 hours' notice.

8.4. A 2 point deduction from the league table will be imposed if teams default last minute or don't arrive at all. Also Potential fine of the game fee if we are unable to find a replacement team for the opposition. On top of this a scoreline of either 3-0 or 5-0 will be awarded to the opposition depending on the impact on the league.

8.5. If your team is short of players, BETTER FOOTBALL recommends your team show up for a friendly game. BETTER FOOTBALL will try and organise other players to fill in.

8.6. Please note: A team will be considered to have defaulted should they not field a team within the first ten minute period of the game.

8.7. If your opposing team has defaulted, BETTER FOOTBALL will arrange a friendly game

## **9. POINTS SYSTEM**

9.1. Points are 3 for a win, 1 for a draw, 0 for a loss

9.2. If at the end of the qualifying round if two or more teams have equal points,

9.2.1. The difference between the goals scored for and those scored against will be collated and the team with the highest goal differential will be placed ahead. If undecided then we will look at highest goals scored.

9.2.2. If still undecided, the team who beat the other team in the round robin will be placed ahead

9.3. In all situations if the result is still a draw after each step has been applied, a toss of the coin will decide.

## **10. FIRST AID**

10.1. The On-field Co-ordinator will have a First Aid Kit for emergencies.

10.2. It is the responsibility of the teams to provide their own strapping tape and Ice Packs.

## **11. CANCELLATIONS**

11.1. As all of our competitions are played on the latest fully synthetic fields we will only cancel if there are extreme weather conditions. Such as Lightning. We do **NOT** cancel because of cold weather and rain. Reviews of weather will be assessed within 4 hours of kick off and if weather deemed unsuitable then a cancellation notice will be passed on.

11.2. Cancellations will be communicated via email and our website

## **12. DISPUTES/DISCIPLINE**

12.1. Due to the social and fun nature of our competitions, protests and appeals are a rarity. Most matters can usually be dealt with without having a formal procedure.

12.2. An automatic two game suspension **can** be placed on any player who is ordered off the field by a Referee.

12.3. Three blue card awarded against any one player **can** result in an automatic two game suspension.

12.4. BETTER FOOTBALL reserves the right to suspend any player whose conduct is in breach of the spirit of the game.

12.5. Protests and appeals must be submitted within 24 hours of the completion of the game or 30 minutes in events where 24 hours is not applicable i.e. finals.

12.6. Any issues with the management of the competition, grounds or other issues outside of general competition queries can be addressed to Mike Anderson – [admin@betterfootball.co.nz](mailto:admin@betterfootball.co.nz)

## **13. PRIZEGIVING**

13.1. Prize-giving will be held after the finals of that respective competition.

13.2. Prize-Giving Venues will be confirmed closer to the time.

13.3. Remember team members will only receive a prize if they are at the prizegiving!

## **14. HEALTH & SAFETY**

14.1. All participants understand that these events are contact sports and contain an element of risk to the person participating.

14.2. BETTER FOOTBALL takes care to select suitable and safe venues and able referees. But all participants agree and understand that BETTER FOOTBALL does not own or have exclusive occupation of premises used for Competition Fixtures; has little or no control in respect of persons admitted to premises (including adjacent 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.

14.3. Team Captains are responsible for ensuring that they do not allow their team 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.

14.4. Participants must report to BETTER FOOTBALL at the earliest opportunity any perceived dangers, violence (or threats of the same), or any other misconduct of whatever type.

## **15. LIABILITY/BREACH**

15.1. BETTER FOOTBALL shall provide its services with reasonable skill and care and to a reasonable standard.

15.2. In so far as BETTER FOOTBALL is in breach of the agreement and the breach is capable of remedy, BETTER FOOTBALL will use its very best efforts to provide a solution mutually acceptable to BETTER FOOTBALL and the Participant.

15.3. Notwithstanding the above, in the event of BETTER FOOTBALL:

15.3.1. breaching the agreement or committing any tort, including the negligence or negligent misstatement of its servant or agents; and / or

15.3.2. being in any breach of any statutory or common law duty of care will have no liability to Participants save that BETTER FOOTBALL will indemnify the Participant in respect of any death or personal injury caused thereby and in respect of which no limitation or exclusion is intended;

15.4. Without prejudice to the generality of the above, in no event shall BETTER FOOTBALL be liable for:

15.4.1. any damage to property whether arising directly or indirectly from any breach or tort;

15.4.2. loss of income, or profit, revenue, goodwill or anticipated savings whether arising directly or indirectly from any breach or tort;

15.4.3. loss or damage;

15.4.4. any indemnity in respect of the items listed directly above.

15.4.5. without prejudice to the generality of the above, the liability of BETTER FOOTBALL for all the losses caused by a breach or tort giving rise to a claim shall be limited to damages of 3 times the total amount paid by the Participant to BETTER FOOTBALL pursuant to the Competition in respect of which the breach or tort shall occur, and which both BETTER FOOTBALL and the Participant have considered and agree is a reasonable sum given the respective positions of the parties and the types of direct losses likely to occur.

## **16. OTHER**

16.1. BETTER FOOTBALL may subcontract the performance of any of its obligations under this Agreement to any person without notice. Where BETTER FOOTBALL does subcontract its obligation under this agreement BETTER FOOTBALL shall not be responsible for every act or omission of the sub-contractor.

16.2. This Agreement shall not otherwise be assignable by the Team Captain without the prior written consent of BETTER FOOTBALL. BETTER FOOTBALL may assign this Agreement to any person.

16.3. BETTER FOOTBALL shall not be liable for any loss or damage cause 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 BETTER FOOTBALL's 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 of any other person), difficulties in obtaining staff or materials, breakdown of machinery, fire or accident or loss of premises. Should any such event occur the BETTER FOOTBALL may cancel or suspend the Agreement without incurring any liability for any loss or damages thereby occasioned.

16.4. This contract shall be governed by New Zealand Law and shall be subject to the sole jurisdiction of New Zealand Courts.

## **17. RESPECT**

17.1. BETTER FOOTBALL believes the game should be enjoyed by everyone involved

17.2. Please show respect to officials, opposition, and spectators.  
The decision of BETTER FOOTBALL management in all matters pertaining to the administration of the competition is final

17.3. BETTER FOOTBALL management may overturn any rule if they feel a team is deliberately using an interpretation of the rules to gain an unfair advantage