

Terms and Conditions

Terms of participation in Momentum Netball Leagues



Momentum Netball LTD provides its service on the following Terms & Conditions (“T&Cs”). We do not make our service available on any other terms. These terms and conditions do not affect your statutory rights. When a team, player or group joins Momentum Netball (or, without limitation, participating in a game, training or tournament we organise), the participants are forming a contract subject to these terms and conditions with Momentum Netball and are committing to the duration of the game, training or tournament. Momentum Netball shall provide its services with reasonable skill and care and to a reasonable standard.

These Terms and Conditions (“Terms”) are a contract between you and Momentum Netball Ltd (“Momentum Netball” or “we”) and govern your participation in any Momentum Netball Leagues, programs or competitions (“Leagues”) at the facilities, grounds, courts, fields (“Venues”) we operate. Please read these Terms carefully before participating in any Momentum Netball Leagues.

1. TERMS

- 1.1. Acceptance of Terms. By participating in any Momentum Netball Leagues, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, you must not participate in any Momentum Netball Leagues.
- 1.2. Amendment of Terms. Momentum Netball may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon Momentum Netball posting the updated Terms.
- 1.3. Your continued participation in any Momentum Netball Leagues after the posting of the amended Terms constitutes your consent to be bound by the Terms as amended.

2. OUR SERVICE

- 2.1. Momentum Netball is a service that organises social sports Leagues at Venues across the South region. Momentum Netball itself does not own, operate or control any Venues that Leagues are operated from.

3. HEALTH & SAFETY - VENUES

- 3.1. Participants of Momentum Netball are deemed as members. Your participation in any Leagues may be subject to additional waivers, policies, rules or conditions of the Venue where Momentum Netball Leagues are conducted. Momentum Netball or the applicable Venue may restrict your access if you do not agree to or comply with such conditions or these Terms.
- 3.2. Team Captains are fully responsible for assessing the conditions for their team. If the Captain feels the environment is not safe to play in, including any misconduct, danger, violence (or threats thereof) or the condition of the premises, then the Captain must advise Momentum Netball at the earliest opportunity.

4. HEALTH & SAFETY - PLAYERS

- 4.1. Although Momentum Netball endeavors to offer Venues and Leagues that are safe, you understand that there are certain inherent risks and dangers in participation in sport and that the games you may play in will vary in intensity, skill level & weather conditions.
- 4.2. Participants understand that Netball is a contested sport, containing an element of risk. Momentum Netball does not provide personal injury insurance or player to player insurances. All players play at their own risk and are responsible to take out their own personal injury insurance.
- 4.3. **On court safety**
 - 4.3.1. No adornment that may endanger player safety shall be worn; e.g. engagement ring.

- 4.3.2. A wedding ring and/or medical alert bracelet can be worn but they must be taped. All other jewellery should be removed if possible however if this is not possible it can be taped with confirmation from the umpire(s).
- 4.3.3. All players should ensure their nails are short and smooth before taking to court or gloves can be worn. This is at the discretion of the umpire. Nails that are deemed too long even when wearing gloves may result in you not being able to play.
- 4.3.4. Hair must be tied back with hair bands.
- 4.3.5. Players must wear suitable clothes and training shoes and shoelaces must be securely tied before a game.
- 4.3.6. Player Safety checks will be carried out prior to every game with all players lined up prior to start of play.
- 4.3.7. Team Captains are fully responsible for assessing the conditions for their team. If the Captain feels the environment is not safe to play in, including any misconduct, danger, violence (or threats thereof) or the condition of the premises, then the Captain must advise Momentum Netball at the earliest opportunity.
- 4.4. By playing in a Momentum Netball Leagues, you acknowledge and agree, on behalf of yourself, your heirs, personal representatives and/or assigns that you are aware of these risks which include, but are not limited to, property damage, illness and bodily injury or death. You acknowledge that some of these risks cannot be eliminated and you specifically assume the risk of injury or harm. You acknowledge and agree that it is your responsibility to consult with your primary care physician prior to participating and to determine if and how participating in any Momentum Netball Leagues.
- 4.5. Therefore, to the fullest extent permitted by law, you release, indemnify, and hold harmless Momentum Netball, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages and liabilities arising out of or in any way related to your participation in Momentum Netball Leagues, including with respect to bodily injury, physical harm, illness, death or property damage.

5. PAYMENTS

- 5.1. All competition fees are to be paid in full, prior to the release of fixtures for the season in which a team is registered

- 5.2. **Credits and Refunds**

- 5.2.1. In the case of a forfeit, Momentum Netball will always endeavour to find a replacement opponent for the scheduled game time.

- 5.3. **Forfeits**

- 5.3.1. Teams absent for a game will lose the fixture 0-15.
 - 5.3.2. Teams that forfeit a scheduled match will not be refunded

- 5.4. **Cancellations**

- 5.4.1. 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.
 - 5.4.2. In some cases matches may be stopped, for example due to injury, extreme weather or equipment failure. If game has to be abandoned and over half of the game has been played the score stands at time of stoppage and will not be replayed, If it's less than half the match will be replayed at a mutually convenient time before the end of the season, unless teams agree otherwise
 - 5.4.3. 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.

6. DISCIPLINE

- 6.1. As a condition of participation in Momentum Netball Leagues, you agree to the Rules and Code of Conduct that is outlined in the International Netball Federation Rule Book (latest edition).
- 6.2. Momentum Netball has the right to take any action deemed necessary in the best interests of all participants and all decisions relating to discipline are final.

6.3. Umpires

- 6.3.1. The umpire will be responsible for all on-court decisions. The following respect rules must be adhered to:
 - 6.3.1.1. All players must respect the umpire at all times, this includes no passing comment to other players about an umpire's decision-making, no repeated moaning at the umpire about decisions and no gestures that are made in a derogatory manner, such as a shaking of the head or waving of the hand.
 - 6.3.1.2. A player can openly ask for clarification of an umpire's decision but only during the end of quarter breaks or at the conclusion of the match.
 - 6.3.1.3. If a player openly harasses or challenges the umpire, they will be verbally cautioned.
 - 6.3.1.4. If a player continues to harass or question decisions made by the umpire, then they will be asked to leave the court and will result in an automatic suspension from the Momentum Netball Session

7. PHOTOGRAPHY

- 7.1. A condition of participation, Momentum Netball may use images of your participation at any time to promote our events/competitions or any similar events by any form of media

- 7.2. If any team member does not wish to be included in any photography/filming, please give prior notice by notifying the Momentum Netball Directors in writing

8. PRIVACY

- 8.1. Your privacy is important to Momentum Netball. Momentum Netball uses high ethical standards and respects your privacy. We will diligently safeguard and protect the privacy and confidentiality of your personal details.

9. COMPLAINTS

- 9.1. All complaints should be issued to info@momentumnnetball.co.uk, where management will review each and address accordingly within 14 days.

10. LEAGUE WITHDRAWAL

- 10.1. Teams can only leave a league at the end of a published season, to ensure each season's fixtures are completed.
- 10.2. The registered captain at the time of the team's withdrawal is wholly responsible on behalf of the team for all monies owed.
- 10.3. The team will be contacted towards the end of each season for confirmation of its participation in the next season. By providing such confirmation the team agrees to continue to be bound by these T&C's.
- 10.4. Teams must notify Momentum Netball in good time of their intention to leave a league
- 10.5. Any team leaving the league before the end of the season shall forfeit the remainder of the full season's fees.

- 10.6. Any team removed from its league for disciplinary reasons will not have its fees refunded.
- 10.7. When a team leaves the league, any previous or future fixtures will be inputted as a 15-0 win to the team still in the league.

CONTACT US

Please get in touch if you have any questions:
E-mail: hello@momentumnetball.co.uk