

The FA 3G Football Turf Pitch Register Terms and Conditions

1. The FA 3G Football Turf Pitch Register (the "Register") is run and maintained by The Football Association Limited (Company Number: Wembley Stadium, Wembley, London, HA9 0WS ("The FA"))
2. Sending a test report to The FA will be deemed an application by the pitch operator to join the Register ("Application"). Any Application to The FA to join the Register will be deemed subject to these terms and conditions.
3. Once an application has been received The FA will review the test report and determine whether the pitch meets the performance standards set out in the Football Turf Pitch (FTP) testing guidance note (the "Performance Standards") available at <http://www.thefa.com/my-football/football-volunteers/runningaclub/yourfacilities/technicalstandards>
4. Should the pitch meet the Performance Standards, the pitch will be added to the Register for three seasons at steps 7 and below (in addition to the one in which it was approved) and one season for clubs at step 1 to 6 or until the synthetic turf surface is replaced whichever comes first.
5. The Pitch will need to be tested every three years at steps 7 and below and each year for clubs at steps 1 to 6 to remain on the Register.
6. The FA reserves the right to require you to re-test the Pitch at any time upon providing reasonable notice and to remove your Pitch from the Register should it receive evidence that the Pitch no longer meets the performance standards.
7. Should the test report show that the Pitch has minor defects that are not likely to have an adverse effect on player safety, the Pitch will be added to the Register for a temporary period of 3 months from being informed by The FA, on the condition that the faults are remediated during the 3 month period.
8. If sufficient evidence is provided within the 3 month period, the pitch will be added to the Register subject to these terms and conditions.
9. If sufficient evidence is not provided within the 3 month period, the pitch will be removed from the Register and another test report will be required before the pitch can be added to the Register.
10. Should the test report show that the Pitch has Major failures that are likely to have a significant adverse effect on the playing qualities or player safety the pitch will not be admitted to the Register until such remediation work is undertaken and the Pitch is re-tested to show satisfactory performance.
11. If sufficient evidence is provided, the pitch will be added to the Register subject to these terms and conditions.
12. If sufficient evidence is not provided, the pitch will not be added and another test report will be required before the pitch can be added to the Register.
13. The FA reserves the right to inspect and test any pitch on the register at any time, upon providing reasonable notice to ensure it is meeting the Performance Standards. If during a spot check a pitch is found to fail the Performance Standards the FA may stop usage until the pitch is rectified, or, at its discretion, allow continued use of the pitch for the remainder of the playing season. At the end of the season all remedial works (including resurfacing) shall be undertaken to enable the pitch to comply with the Performance Standards.
14. Should you disagree with decision of The FA not to add the pitch to the Register, you may appeal in writing to The FA at the following address: Facilities & Investment, Football Services, Wembley Stadium, PO Box 1966, London SW1P 9EQ or facilitiesinfo@thefa.com
15. Your appeal must be received no later than 3 months from the date of your Application response letter from The FA and state the reasons why you disagree with the decision of The FA and provide any supporting evidence.
16. You may only appeal a decision once and the decision of The FA will be final. No further correspondence regarding your decision will be entered into after the appeal.
17. All costs of appealing The FA decisions shall be borne by the applicant.

18. If your Pitch received financial support through the Football Foundation, we reserve the right to notify the Football Foundation of the results of your test report, to ensure no breaches of their terms and conditions.
19. All costs incurred in the testing of a pitch are the responsibility of the applicant. The FA makes no additional charge for the registration of a pitch.
20. The FA reserves the right to amend the Register at any time.
21. The FA will not be liable for any costs, damages or losses arising from any use of Your Pitch.
22. The FA shall under no circumstances be liable to the applicant, pitch owner or operator (whether for negligence, breach of contract, misrepresentation or otherwise) for loss of profits, goodwill, business opportunity or anticipated savings or for indirect or consequential loss whether in any such case howsoever arising.
23. The FA reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary these terms and conditions at any time.
24. If any provision of these terms and conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these terms and conditions valid and enforceable.
25. If there is any delay or failure to enforce any of these Conditions it shall not mean that The FA has waived their right to do so.
26. These terms and conditions and all matters arising from or connected with them shall be governed by and construed and interpreted in accordance with the laws of England and Wales, and the Parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.