

Metrogas Amateur Sports Association

The Footway, Avery Hill Road, New Eltham SE9 2EX

Telephone: (020) 8859 1579

TERMS AND CONDITIONS

THE COMPANY OF METROGAS AMATEUR SPORTS ASSOCIATION LIMITED
CONDITIONS FOR THE PROVISION OF SERVICES

1. INTERPRETATION

- 1.1. "the Company" means Metrogas Amateur Sports Association Limited (MASA)
- 1.2. "Customer" means any person, firm or company for whom the Service is undertaken.
- 1.3. "Service" means the supply of rooms, pitch and facilities at the Metrogas Club in accordance with the Terms and Conditions set out in (3).
- 1.4. "Price" means the price of the service determined in accordance with these Conditions.
- 1.5. "Location" means The Footway, Avery Hill Road, New Eltham SE9 2EX.
- 1.6. "Writing" includes, fax transmission, email and any other comparable means of communication.
- 1.7. Working days are considered to be Monday to Friday.

2 BASIS OF CONTRACT

- 2.1. All contracts for the supply of the Service by the Company are made subject to these Conditions, which shall prevail over any other terms, and conditions. These conditions constitute the entire agreement between the parties and supersede any prior statements or representations (whether oral or in writing).
- 2.2. No variations of the Conditions made by the Company's employees and/or its agents shall be binding unless agreed to in writing by the Company.
- 2.3. The Company reserves the right to vary its Prices at any time.

3 TERMS AND CONDITIONS.

- 3.1. MASA will hire the rooms, pitch and facilities at the Metrogas Club in accordance with the Terms and Conditions set out below.
- 3.2. Current prices are available and on display in the Club Office
- 3.3. Confirmation of bookings can only be made by the completion of the Company's booking form (Pitch Hire bookings see below) and deposit to the Club Manager at the address above. Confirmation of booking will be taken as acceptance of our Terms and Conditions.
- 3.4. Pitch Hire bookings must be made in person to the Club Manager, under no circumstances can a pitch be used without prior consent.
- 3.5.** For Hall Hire a deposit of 50% of the hall hire charge is due with the written confirmation of booking. Full payment is due 30 days before the date of the event. Please note a damages deposit is applicable of £200 on every booking. **Any damages will be deducted from this deposit. Please Note: Excess soiling on carpet and/or curtains will be classed as damage and a cleaning charge made applicable.**
- 3.6. For pitch hire (sections will be invoiced each month in arrears for pitches used) individual users will be invoiced 30 days before where applicable.
- 3.7. Only those rooms/pitches/facilities agreed for hire are to be used. The rooms are: Conference Hall 1, Conference Hall 2 (Main Hall) Pitch and Astro turf.
- 3.8. No equipment is to be delivered without prior agreement with the Club Manager or his deputy. The Company shall reserve the right to refuse equipment, which it considers dangerous or harmful to the premises. All equipment is to be freestanding. The Company accepts no responsibility for any equipment left on the premises.

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- 3.9. Where the Company assists the Customer in moving any equipment this assistance will be at the Customer's risk and the Company will be under no legal liability in respect of any damage or loss to the equipment.
- 3.10. If the Customer fails to remove its equipment from the club at the request of the Company the Company will be entitled to remove the Equipment, at the Customer's cost, or to store it at the Hall pending its removal at a fee.
- 3.11. The Customer shall be responsible and shall indemnify the Company in respect of any damage, theft or loss caused to the Club or its contents by the customer or any other person in his/her employ or any of his/her contractors or by any other person on the premises by reason of the use thereof, for the purposes of the event howsoever and by whomsoever caused.
- 3.12. Any catering/refreshment required must be arranged with the nominated caterers or with the Club Manager or his deputy. Only the official caterers may bring food and drink or any other refreshments onto the Company premises unless agreed in advance by the Club Manager or a deputy.
- 3.13. The final numbers to be confirmed to the Company no later than three (3) working days prior to the event. The Customer is responsible to inform the relevant caterers.
- 3.14. The hire of any ancillary services such as audiovisual equipment, flowers, telephone etc must be confirmed in writing to the Company.
- 3.15. The Customer shall ensure that its employees and agents comply with the provisions of the Health and Safety at Work ACT 1974 whilst on site.
- 3.16. The Customer and their guests shall vacate the premises no later than the time agreed. Failure to do so may result in an extra charge being levied to the final account, for each hour or part thereof, beyond the agreed time at a rate not less than £37.50 per hour.
- 3.17. The Customer (or their agents) shall ensure that no later than one hour after the end of the function, all subcontractors have left the Club removing all rubbish and leaving food preparation and service areas clean and tidy and fit for immediate use and occupation.

4 CANCELLATION CHARGE

- 4.1. If the Customer cancels a confirmed room booking the following charges will apply:-
 - 4.1.1. Notice received more than two weeks before the event - 50% of the room/pitch/facilities hire.
 - 4.1.2. Notice received less than two weeks before the event 100% of the room/pitch/facilities hire.

PITCH HIRE CANCELLATION - If play is cancelled due to inclement weather then no cancellation charge will be applicable.

ASTROTURF CANCELLATION – If play is cancelled due to inclement weather (flooded, snow covered) no cancellation charge applicable.

Full cancellation charge will apply if notice isn't given by 3pm on the day of play(sections only) usual cancellation apply otherwise.

5 PRICE AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed in writing the Price shall be as specified on the Company's scale of charges.
- 5.2. All cheques must be made payable to Metrogas Amateur Sports Association Limited.
- 5.3. Interest (whether before or after judgment) will be charged on all sums overdue at the rate of 2½% above the base rate of HSBC Bank PLC to be calculated on a daily basis.

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- 5.4. The Company reserves the right to withdraw account facilities from any Customer not complying with these terms.
- 5.5. The Company reserves the right not to provide any Service if in its absolute discretion:-
 - 5.6.1. The Customer is in breach of these Conditions; **or**
 - 5.6.2. It considers that the performance or service may place any person or property at risk
or
 - 5.6.3. If the Customer becomes bankrupt or passes a resolution for its winding-up or if a petition is presented for the appointment of an administrator or a receiver or if an administrator or a receiver is appointed in respect of any part of the Customer's undertaking or assets or if the Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any re-enactment or further enactment thereof.

This contract is to be governed and interpreted in accordance with English Law.