



Quiz and Games Machines from ClubNet

Terms and Conditions

EFFECTIVE OCTOBER 2009

Quiz and/or Games Machines shall be supplied to Clubs at the discretion of ClubNet's Partner Supplier(s). For the avoidance of doubt, ClubNet shall not be a party to any agreement to supply the machine(s) to Clubs.

ClubNet shall administer the process for collection the Clubs' share of takings from the Partner Suppliers and shall pay these to Clubs in accordance with ClubNet's Standard Payment Terms – see <http://www.clubnet.org.uk/terms-conditions.aspx/#PaymentTerms>.

By accepting the installation of a Quiz and/or Games Machine or retaining a machine already installed, the Club agrees, in addition to the terms agreed with the Partner Supplier:

1. That it shall take reasonable steps to **care for the machine** and **act in good faith** towards ClubNet and the Partner Supplier. This includes, but is not restricted to, ensuring that the machine is regularly switched on and available for use during the Club's opening hours and checking that the machine is working correctly.
2. That it shall comply with the **Monthly Collection Process** (available for download at <http://www.clubnet.org.uk/clubs/clubhouse/quiz-machines.aspx>). For the avoidance of doubt, this includes the following, except where the club's online Quiz and Games Machine profile shows that the Partner Supplier has agreed to perform collections themselves:
 - Performing the **monthly collection** at the required time each month;
 - **Submitting** complete and accurate collections and readings on or before the submission deadline each month via the **online form** provided (even if there is a nil return);
 - **Banking** the correct amount of takings on or before the banking deadline each month.
3. That it shall **report any fault** with the machine to the partner supplier by using the **online submission form** available at <http://www.clubnet.org.uk/my-clubs.aspx> **within two working days** of the fault arising. If the club reports the fault to the Partner Supplier via any other method (e.g. telephone, email or in writing) it shall still be responsible for raising a support ticket online.

In the event that the Club does not fulfil its requirements under 1-3 above, the Club agrees:

- That its account shall be placed on hold and no further payments shall be made to the Club until all the requirements have been addressed to ClubNet's satisfaction.
- That an administration fee of £10 + VAT shall be charged by ClubNet to the club for each machine installed at that Club for which the monthly collection process is not followed correctly and in full. The fee shall be increased to £25 + VAT per machine for the second month in any period of twelve consecutive months where the collection process is not followed correctly and in full, and to £50 + VAT per machine for the third and any subsequent months where the collection process is not followed correctly and in full. The Club agrees and accepts that these fees shall be deducted from its balance with ClubNet. In the event that the fees exceed the balance on the Club's account with ClubNet, the balance of the fees shall be payable in full within 14 days
- That an administration fee of £10 + VAT shall be charged for each machine fault which is not reported using the online submission form

The Club agrees that it is its sole responsibility to ensure that it fulfils its requirements under 1-3 above and that it should contact ClubNet on **01962 862626** during office hours **before any relevant deadline** in the event that it has any difficulty accessing the online resources required for requirements 2 or 3 above.

Full details of the Monthly Collection Process and some Frequently Asked Questions are available for Clubs at <http://www.clubnet.org.uk/clubs/clubhouse/quiz-machines.aspx>.