

## **TERMS AND CONDITIONS FOR RESERVATION EV ARENA KELAB SULTAN SULAIMAN**

### **1. Definitions**

<b>“Asset Owner”</b>	shall mean Enervive Assets Sdn Bhd (Company No. 1251641-D)
<b>“Change Fee”</b>	shall mean the fee payable to the Operator for any change or cancellation of reservation under Clause 6 herein.
<b>“Operator”</b>	shall mean Enervive Assets Sdn Bhd (Company No. 1251641-D) or any other company appointed by the Asset Owner from time to time, to manage the operations of EV Arena.
<b>“Team(s)”</b>	shall mean the relevant team(s) connected to the Responsible Party and all persons (directly or indirectly) receiving the Services provided by the Operator of EV Arena Kelab Sultan Sulaiman
<b>“Responsible Party”</b>	shall mean the individual making the reservation on behalf of other individuals or the entity(ies) utilising the Services.
<b>“EV Arena”</b>	shall mean the artificial football field and ancillary facilities located at Jalan Dewan Sultan Sulaiman, Kampung Baru, 50300 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.
<b>“Services”</b>	shall mean the services provided by EV Arena which includes but is not limited to, the artificial football field,,

home and away benches, grandstand seats, and food and beverages stall.

**“Us/We/Our”**

shall mean the Operator of EV Arena Kelab Sultan Sulaiman.

**“Website”**

Shall mean the website operated and maintained by the Asset Owner at <<https://enervive.co/facility>> and utilised by the Operator of EV Arena.

**“You/Your”**

shall mean the Responsible Party who is accessing and using this Website and/or the Teams subscribing to the Services provided by the Operator.

## **2. Reservation**

### **2.1. Walk In Reservation**

2.1.1. To reserve a slot for walk in, you are entitled to come directly to EV Arena Kelab Sultan Sulaiman located at Jalan Dewan Sultan Sulaiman, Kampung Baru, 50300 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.

2.1.2. Beside walk in reservation, you also can contact EV Arena Kelab Sultan Sulaiman (014-6389559) via call or whatsapp to make a reservation (Upon Deposit Only)

### **2.2. Payment Method**

2.2.1. Any reservation must be accompanied with a reservation fee of a hundred Ringgit Malaysia (RM100.00) from the total fee payable for the slot.

2.2.2. Payment of the reservation fee can be made through cash or online transfer. The balance of the fee shall be paid in full after the match time as explained under Clause 4.3.1 below. Subject to Clause 6 below, this reservation fee is non-refundable.



2.2.3. For the avoidance of doubt, the Responsible Party shall be fully liable to make full payment for the Services.

### 3. Rates

The rates for the applicable Services can be referred to as attachments below:



		11 ASIDE												
		8.00am	9.30am	11.00am	12.30pm	2.00pm	3.30pm	5.00pm	6.30pm	8.00pm	9.30pm	11.00pm	12.30am	2.00am
MONDAY		RM350	RM350	RM300	RM300	RM300	RM300	RM350	RM550	RM900	RM900	RM850	RM550	X
TUESDAY		RM350	RM350	RM300	RM300	RM300	RM300	RM350	RM550	RM900	RM900	RM850	RM550	X
WEDNESDAY		RM350	RM350	RM300	RM300	RM300	RM300	RM350	RM550	RM900	RM900	RM850	RM550	X
THURSDAY		RM350	RM350	RM300	RM300	RM300	RM300	RM350	RM550	RM900	RM900	RM850	RM550	X
FRIDAY		RM350	RM350	RM300	RM300	RM300	RM300	RM350	RM550	RM900	RM900	RM850	RM550	RM550
SATURDAY		RM600	RM600	RM350	RM350	RM350	RM350	RM600	RM600	RM950	RM950	RM950	RM850	RM550
SUNDAY		RM600	RM600	RM350	RM350	RM350	RM350	RM600	RM600	RM950	RM950	RM850	RM550	X

\*Price per match not including match officials

Timeslot & Price for 11 A-Side

These rates are subject to revision from time to time.

### 4. Match

#### 4.1. Obligations of the Responsible Person

4.1.1. The Responsible Person shall communicate the terms and conditions under this Clause 4 to the Team, Opponent & Supporters.

4.1.2. The Responsible Person shall hold overall accountability over their Team’s compliance to this Clause 4.

## 4.2. General

- 4.2.1. All persons entering EV Arena Kelab Sultan Sulaiman under the age of eighteen (18) must be accompanied by their parents, guardian or other adult. We reserve the right to require confirmation of age before allowing entry into EV Arena Kelab Sultan Sulaiman.
- 4.2.2. EV Arena Kelab Sultan Sulaiman is a non-smoking area. Any person that wants to smoke, please go to the designated area that is already arranged by EV Arena Kelab Sultan Sulaiman. Any person that breaks the regulation shall be fined five hundred Ringgit Malaysia (RM500.00).
- 4.2.3. All persons may be subjected to security checks by our security personnel in order to ensure that no illegal, banned or dangerous materials are brought into EV Arena Kelab Sultan Sulaiman.
- 4.2.4. All persons must behave in a proper and orderly manner at all times without causing disturbance to, or interference with, other visitors in EV Arena Kelab Sultan Sulaiman or visitors of the surrounding area. Racial or discriminatory abuse, chanting or harassment is strictly forbidden.
- 4.2.5. All persons must comply with the directions or announcements and any other requirements relating to access and safety given by the Operator or authorities from time to time;
- 4.2.6. All persons are allowed to bring outside food and beverages (excluding alcoholic beverages or any other banned substance) into EV Arena Kelab Sultan Sulaiman.
- 4.2.7. Place all trash in the proper container.
- 4.2.8. No animals or pets are allowed at EV Arena Kelab Sultan Sulaiman at all times.
- 4.2.9. No recreational or performance enhancement drugs are allowed at EV Arena Kelab Sultan Sulaiman at all times.

4.2.10. All persons are prohibited from urinating in public areas inside EV Arena Kelab Sultan Sulaiman, including against walls/fences.

4.2.11. Non-compliance with any of the clauses in these Terms and Conditions may result in ejection from EV Arena Kelab Sultan Sulaiman and/or the enforcement of a fine of RM150.00 to the offending person, per non-compliance by the Operator.

#### 4.3. Before match time

4.3.1. You must show your reservation number and make full payment of the fee payable at the Payment Booth at least fifteen (15) minutes before the start of the slot reserved.

4.3.2. All Teams are advised to be at the artificial football field and/or futsal court at least thirty (30) minutes before the scheduled kick-off to ensure that there is no late kick-off.

4.3.3. All matches must start at the stated time and finish within the time slot given which is one (1) hour & thirty (30) minutes in any case. Operator have the right to cut off the minutes played as long it within the time slot given.

#### 4.4. During the match

4.4.1. All Teams are prohibited from using offensive language or engaging in offensive behaviour so as to not offend the general public.

4.4.2. There may be times when weather conditions render a pitch unplayable. In such circumstances, the referee will decide whether a match should be postponed to the any day (subject to availability) or otherwise. You will not be liable to pay extra fees to use the pitch in this case. The deposit will carry forward to the next match.

4.4.3. Fighting in and off the pitch is not tolerated. If a fight breaks out between the Teams before/during/after the match, the referee has the sole right to decide whether such a match should be cancelled. The Operator reserves the right to ban any offender from entering any EV Arena (EV Arena Shah Alam & EV Arena KSS) and/or using the Services in the future. The Operator

will hold discussions with the referee before making a final decision on this matter.

#### 4.5. After the match

- 4.5.1. All Teams must ensure that their assigned team bench is clean, tidy and in good condition.
- 4.5.2. All rubbish at the assigned team area must be properly bagged and disposed of at the dedicated rubbish area in EV Arena Kelab Sultan Sulaiman.
- 4.5.3. Non-compliance with this term may result in cancellation of future reservation and imposition of a fine of not less than RM150.00 for each infraction.

### 5. Compensation For Damages, Indemnity, Lost And Found Items

#### 5.1. Compensation for Damages, Loss etc.

- 5.1.1. You are liable to compensate the Operator for all costs, liabilities, damage or loss incurred by the Operator and/or EV Arena caused by you.
- 5.1.2. Wilful damage to any property within the vicinity of EV Arena Kelab Sultan Sulaiman including but not limited to its pitch, bench, and changing rooms may result in cancellation of future reservation and imposition of a fine of not less than RM500.00.

#### 5.2. Indemnity

- 5.2.1. You undertake to indemnify and hold harmless the Operator and Asset Owner, its employees and/or agents against all and any causes of action arising from or in connection with the use of the Services in EV Arena Kelab Sultan Sulaiman, including but not limited to physical damages, loss or theft of any property or valuable items brought unto EV Arena Kelab Sultan Sulaiman.

5.2.2. You also agree to indemnify and hold harmless the Operator, its employees and/or agents, against any damage, liability, loss, costs or expenses incurred by any persons who was brought into EV Arena Kelab Sultan Sulaiman by you.

### 5.3. Lost Items

5.3.1. Any lost items may be reported to the Payment Booth. The Operator will contact guests should their items be found.

5.3.2. The Operator will keep the items found, if any, for fourteen (14) days. After fourteen (14) days, such items will be discarded and/or destroyed and the Operator will not have any further liability.

## 6. Cancellation, Change Of Reservation Date

### 6.1. Cancellation

#### By the Operator

6.1.1. The Operator reserves the right to cancel your reservation(s) where necessary, for e.g. emergency situations, adverse environmental/weather conditions, operational reasons or otherwise without any liability whatsoever.

6.1.2. If the pitches are open, the decision as to whether or not a pitch is considered suitable for play will be decided by the referee of the day after consultation with the Operator.

6.1.3. The Operator will endeavour to provide an alternative date/time slot to replace the cancelled reservation made pursuant to clause 6.1.1 above. However, if the alternative option is not suitable or no pitch is available, we will give you a full refund of the reservation fee and shall have no further liability whatsoever.

### By the Teams

- 6.1.4. Any request to cancel a reservation must be made at least seven (7) days before match day by contact the Operator via whatsapp (014-6389559). We will be refunding the reservation fee (RM100.00) Only, for successful cancellation under this clause.
- 6.1.5. For full payment, it will be refunded to you in accordance with clause 6.3 below as long the cancellation must be made at least seven (7) days before match day.
- 6.1.6. In the event that you fail or neglect to cancel your reservation within the prescribed time, you agree that any reservation fee made will be forfeited and you further agree that the cancelled slot will be made available to the other party.

### 6.2. Change of Reservation

- 6.2.1. Any request to change the reservation date and/or time slot must be made by filling in a change request form and submitting it to the Operator via whatsapp (014-6389559) no less than seven (7) days from the reserved date. The Operator will not entertain any change request made after the seven (7) days mark.
- 6.2.2. The Operator will make reasonable efforts to accommodate such change request (subject to the availability of the requested date/time slot). However, the Operator does not provide any guarantee to that effect and will not be liable to compensate you for its failure to do so.
- 6.2.3. If the requested date/time slot is available, you agree that you are liable to pay for the differences of fee payable between the reserved date/time slot and the changed date/time slot. If the reservation fee is already made, the fee can carry forward to the new time slot.
- 6.2.4. In the event that your requested date/time slot is not available, the Operator will refund the reservation fee subject to the payment of the Change Fee. For avoidance of doubt, you hereby agree that the Operator can deduct the Change Fee directly from the reservation fee.



### 6.3. Refund

- 6.3.1. All refunds will be provided within twenty one to twenty eight (21-28) days from the date of receipt and acceptance of such request for change and/or cancellation of reservation.
- 6.3.2. The refund(s) will be made via online transfer to the bank account nominated by you. It is your responsibility to ensure that the correct bank details are provided to the Operator for processing.

## 7. Amenities

### 7.1. Car Park

- 7.1.1. You shall only park your vehicle at the designated parking area.
- 7.1.2. You shall ensure that your vehicle does not obstructs access in any way or contravenes any restricted parking signs.

### 7.2. Changing Room

- 7.2.1. You must ensure that the changing room is left in a clean, tidy and orderly state.
- 7.2.2. Non-compliance with this term may result in cancellation of future reservation and imposition of a fine of not less than RM150.00 for each infraction.

## 8. Amendment Or Variation Of These Terms And Conditions

- 8.1. The Operator has the right to change or vary any or all the terms and conditions stated herein at any time and you shall be bound by the amended terms and conditions, with or without receipt of such notice from the Operator.



## **9. Governing Law And Dispute Resolution**

9.1. These terms and conditions shall be governed by and to be interpreted in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

