



TURFCARE ADVISORY SERVICE- REQUEST FORM

At the IOG we work with leading industry experts and organisations within the turf care industry to offer the highest level of advisory services. All our consultants have a high level of practical experience in their area of work.

In order to tailor both level of service and cost to your individual requirements please complete the request form below.

ORGANISATION / COMPANY

ADDRESS

.....

.....**Postcode**.....

Tel **Fax**.....

E-mail **Mobile**

Website.....

TYPE OF ORGANISATION (please tick)

Grass roots sports club

Semi-pro sports club

Professional sports club

National Governing Body

Local Authority

School

Other (please specify).....

PERSON REQUESTING VISIT

POSITION HELD

CONTACT NAME (if different from above)

CONTACT Phone No and email (if different from above) **Phone No**.....

Email

LOCATION (Please give brief details, including address if different from above)

.....

SIZE OF LOCATION acres/hectares

DO YOU OWN THE FREEHOLD OR HAVE A LEASE FOR THE ORGANISATIONS SITE? (please tick)

Yes we own the freehold

Yes we have a lease

No

HOW DO YOU WISH TO DEVELOP THE FACILITIES ON THIS SITE?

.....

PLEASE ADVISE US ON THE TYPE OF CONSULTANCY REQUEST: (please tick as many as required)

Feasibility Study (assessment, diagnosis, recommendation)

Health and Safety Advice

Advice on maintenance of sports and amenity facilities

Advice on maintenance, equipment purchase and its use

Grant funding advice for educational/training needs

Grant funding for community or an outreach programme

Grant funding advice for a facility development project

ADVICE REQUIRED (please give details)

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FURTHER INFORMATION FOR GRANT FUNDING ADVICE REQUESTS

What is the name of your project?

What is the aim of your project?

Which geographical area would your project deliver in (please provide postcodes if known)?

Please provide an overview of what this project would deliver (max 250 words)

THE INSTITUTE OF GROUNDSMANSHIP

TERMS & CONDITIONS

1 INTERPRETATION

1.1 In these conditions:

'Client' means the person named on the Specification Sheet for whom the supplier has agreed to provide the Specified Service in accordance with these Conditions.

'Contract' means the contract for the provision of the Specified Service.

'Document' includes in addition to a document in writing any map, plan, graph, drawing, photograph or any film negative tape or other device embodying visual images and any disc, tape or other device embodying any other data.

'Input Material' means any Documents or other materials and any data or other information provided by the Client relating to the Specified Service.

'Output Material' means any Documents or other materials and any data or other information provided by the Supplier relating to the Specified Service.

'Specification Sheet' means the sheet to which these Conditions are appended.

'Specified Service' means the service to be provided by the Supplier for the Client and more particularly described or referred to in the Specification Sheet.

'Supplier' means The Institute of Groundsmanship (registered in England under number 553030).

'Supplier's Standard Charges' means the charges shown in the Supplier's brochure or other published literature relating to the Specified Service from time to time.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SUPPLY OF THE SPECIFIED SERVICE

2.1 The Supplier shall provide and the Client shall purchase the Specified Service in accordance with any written quotation of the Supplier which is accepted by the Client or any written order of the Client which is accepted by the Supplier subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Client.

2.2 The Client shall at its own expense supply the Supplier with all the necessary Documents or other materials and all necessary data or other information relating to the Specified Services within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy and completeness of all Input Material.

2.3 The Client shall at its own expense shall retain all duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or in the order of the Client.

2.4 Where dates for performance or compliance of the Specified Service are given these are estimates only. Time shall not be of the essence for the purpose of the provisions of the Specified Service.

2.5 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.6 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Specified Service.

2.7 The Supplier may sub-contract the provisions of some or all of the Specified Service.

3 CHARGES

3.1 Subject to any special terms agreed the Client shall pay the Supplier's Standard Charges and any additional sums which:

3.1.1 Are agreed between the Supplier and the Client for the provision of the Specified Service or

3.1.2 In the Supplier's sole discretion are required as a result of the Client's instructions or lack of instructions the inaccuracy or completeness of any Input Material or any other cause attributable to the Client

3.2 The Supplier shall be entitled to vary the Supplier's Standard Charges from time to time by giving not less than three months' written notice to the Client. The Client may not on less than two months' written notice expiring on the date on which the variation of the Supplier's Standard Charges become effective terminate any Contract in relation to which the Supplier's Standard Charges at the varied rate would but for termination be payable. Termination shall not affect accrued rights of either party.

3.3 All charges quoted to the Client for the provision of the Specified Services are exclusive of any Value Added Tax for which the Client shall be additionally liable at the applicable rate from time to time.

3.4 The Supplier shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided or at any other times agreed with the Client.

3.5 The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set-off or other deduction or counterclaim) within 30 days of the date of the Supplier's invoice.

3.6 If payment is not made on the due date the Supplier shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount (both before and after any judgement) at the rate of 3% above the base rate from time to time of Barclays Bank plc. from the due date until the outstanding amount is paid in full.

4 RIGHTS IN INPUT MATERIAL AND OUTPUT MATERIAL

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 Any Input Material shall belong to the Client

4.1.2 Any Output Material shall unless otherwise agreed in writing between the Client and the Supplier belong to the Supplier subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.

4.2 Any Input Material or other information provided by the Client or the Supplier which is so designated shall be kept confidential by the recipient but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of either party.

5 WARRANTIES AND LIABILITY

5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and as far as reasonably possible in accordance with the Specification Sheet. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party the Supplier does not give any warranty guarantee or other term as to their quality fitness for purpose or otherwise but shall where possible assign to the Client the benefits of any warranty guarantee or indemnity given by the person supplying the goods to the Supplier.

5.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of the Client.

5.3 Except in respect of death or personal injury caused by the Supplier's negligence or as expressly provided in these Conditions the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier its servants, agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client and whether or not the possibility of such loss had been disclosed to the Supplier.

5.4 The entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service except as expressly provided in these conditions.

5.5 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Supplier's obligations in relation to the Specified Service. If the delay or failure was due to any cause beyond the Supplier's reasonable control.

6 GENERAL

6.1 The Contract may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

6.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

6.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.4 If any of the provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the provisions of these Conditions and the remainder of the provision in question shall not be affected.

6.5 English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.