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## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings:-

**"STRI"** means either STRI Limited (Company number 3188329) whose registered office is at St Ives Estate, Bingley, West Yorkshire, BD16 1AU; or The Sports Turf Research Institute (a company limited by guarantee, number 0499164) whose registered office is also at St Ives Estate, Bingley, West Yorkshire, BD16 1AU

being the company which issues the Quotation

**"Client"** means the person named in the Quotation for whom STRI has agreed to provide the Specified Service in accordance with these terms

**"Contract"** means the contract for the supply of the Specified Service

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

**"Fees"** means the fees (exclusive of VAT) payable by the Client for the provision of the Specified Service as detailed in the Quotation

**"Input Material"** means any Document or other materials or other information provided by the Client relating to the Specified Service

**"Output Material"** means any Document or other materials and any data or other information provided by STRI relating to the Specified Service

**"Quotation"** means the letter, statement, study plan or memorandum issued by STRI to the Client setting out details of the Specified Service and the Fees

**"Specification"** means the specification for the Works set out in the Quotation (if any)

**"Specified Service"** means the services to be provided by STRI for the Client relating to the design, construction, management or care of the Works or such other advisory or research services as are detailed in the Quotation

**"Works"** means all physical aspects of the development, production and/or maintenance of surfaces (whether natural or not) as detailed in the Specification

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

## 2. SUPPLY OF THE SPECIFIED SERVICE

2.1 STRI shall provide the Specified Service to the Client on the terms of this Agreement. Any change or addition to the Specified Service must be agreed in writing by STRI and the Client.

2.2 STRI shall provide the Specified Service to the Client:-

- (1) in accordance with the Quotation;
- (2) faithfully and diligently using all reasonable skill and care

2.3 STRI shall use all reasonable endeavours to meet any performance and/or delivery dates specified in the Quotation but the time of delivery shall not be of the essence unless specified as such. If despite using its reasonable endeavours STRI is unable for any reason to meet a specified performance or delivery date STRI shall not be deemed to be in breach of this Agreement or have any liability to the Client unless the Quotation has specified time of performance or delivery to be of the essence.

2.4 The Client shall at its own expense supply STRI with all necessary Documents or other materials and all information and instructions relating to the Specified Service within sufficient time to enable STRI to provide the Specified Service, in accordance with these Terms and the Quotation. The Client shall ensure the accuracy of all Input Material.

2.5 STRI may at any time and without liability to the Client:-

- (1) correct any typographical or other errors or omissions in the Quotation; and

(2) make any changes to the Quotation or the Specified Service which are necessary to comply with any applicable safety or statutory requirements or which do not materially affect the nature or quality of the Specified Service.

2.6 STRI may at any time prior to the written acceptance of the Quotation by the Client or within 14 days thereafter and without liability to the Client make any changes or revisions to the Quotation as STRI considers necessary or desirable, provided that where such variation is made after the Quotation has been accepted by the Client, the Client may within 14 days of being notified of the variation elect by written notice to STRI to withdraw its acceptance of the Quotation.

2.7 All specifications, technical data and other information in STRI's catalogues, trade literature and other publications are of a general information nature only and none of them form part of or are intended to form part of the Contract or give rise to any independent or collateral liability of whatsoever nature on the part of STRI.

2.8 Where the Specified Service involves or includes the production and presentation to the Client of a written report or reports ("the Report"), unless otherwise stated in the Quotation:-

(1) STRI will provide one copy of the Report and additional copies requested will be charged at STRI's then current rates;

(2) if the Client requires any additional report or interim results the costs of preparing and supplying the same will be charged at STRI's then current rates;

(3) STRI shall be entitled to withhold the final Report until full payment of the Fees has been made.

2.9 All STRI subscriptions run for a period of 12 months. The Client can cancel their subscription any time during the 12 month period by notifying STRI in writing. STRI will refund the Client's subscription fee, less any staff, administration and/or publication costs incurred by STRI, within the 12 month period if the Client wishes to cancel. STRI will contact the client to arrange appointments for visits within the subscription period. If proposed dates are not convenient, it is the responsibility of the Client to propose alternative dates within the subscription period. The Client shall therefore ensure that subscription site visits are booked within the 12 month subscription period. Any visits not conducted within the subscription period cannot be carried forward or refunded to the Client unless extraordinary circumstances prevented the visit/s being carried out within the 12 month subscription period and that these have been discussed and agreed in advance with STRI.

## 3. CHARGES AND PAYMENT

3.1 The Client shall pay the Fees by the instalments (if any) and on the date or dates specified in the Quotation or otherwise in accordance with the requirements of the Quotation. In the absence of any provision in the Quotation, Fees shall be payable within 30 days of receipt of an appropriate VAT invoice in respect of those Fees or any part thereof.

3.2 All sums payable under the Contract unless otherwise stated are exclusive of VAT and any VAT payable in respect of such sums shall be payable in addition.

3.3 If any payment is not made on the due date STRI shall be entitled, without limiting any other rights it may have, to:-

(1) charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full; and

(2) suspend the performance of the Specified Service.

3.4 The cost of any work carried out at the Client's request in addition to that detailed in the Quotation (including in particular extra site visits) will be charged at STRI's then current rates.

3.5 In the event of any delay or delays in the performance of the Specified Service by STRI attributable to the Client's actions or failure to act or give instructions or the inaccuracy of any Input Material or any other cause attributable to the Client or any of the events or circumstances detailed in clause 5.4, STRI shall be entitled to charge such additional fees as it may reasonably determine.

## 4. COSTS AND EXPENSES

Unless specified otherwise in the Quotation the Client shall pay STRI on demand all disbursements and costs incurred or to be incurred in the

provision of the Specified Service at cost to STRI. Such disbursements and costs include but shall not be limited to those detailed below:-

- (1) drawing production, printing, obtaining and purchasing of all documents, professional translations, drawings, maps, records, photographs, copying of documents to facilitate in-house reviews and discussions;
- (2) provision of second and subsequent copies of Reports;
- (3) telefax and telephone (other than local telephone calls);
- (4) postage and courier charges (except in the case of items weighing less than 250g sent by ordinary inland post);
- (5) visa, medical and travel insurance expenses;
- (6) travel and accommodation expenses; and
- (7) any term insurance either requested by the Client or considered essential by STRI

## 5. LIMITATION OF LIABILITY

**5.1** Except in respect of death or personal injury caused by STRI's negligence, STRI's liability to the Client for any loss, costs or damage including without limitation legal costs and consequential loss or damage (whether for loss of profit or injury to reputation or otherwise), incurred or suffered as a result of the performance of the Specified Service or any failure or delay in performing the Specified Service or the use by the Client or any third party of any materials in respect of which STRI has carried out the Specified Service, or as a result of breach of contract by STRI or arising out of STRI's negligence or otherwise shall be limited to the Fees or such other sum (if any) specified in the Quotation as the limit of STRI's liability.

**5.2** No employee or agent of STRI has any authority to make or give any statements, recommendations, information or advice (whether before or after the Contract is entered into) to the Client or its servants or agents as to any matter relating to the fitness for any particular purpose of any material, product or other thing tested, evaluated, investigated, examined or in any other way subjected to the Specified Service, unless such statement, recommendation, information or advice is confirmed to the Client by STRI in writing.

**5.3** In no circumstances will STRI be liable to the Client for any loss or damage, howsoever caused, arising out of services performed or goods supplied by a third party but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the third party supplying the goods or services. If STRI is liable for loss or damage arising out of work performed by a third party such liability shall be subject to the limitation on liability set out in clause 5.1.

**5.4** For the avoidance of doubt, but without limitation, STRI shall not be liable to the Client or deemed to be in breach of the Contract by reason of:-

- (1) any delay in performing or any failure to perform any of STRI's obligations in relation to the Specified Service if the delay or failure was due to any cause beyond STRI's reasonable control;
- (2) the effect on the Works of any abnormal unusual or adverse weather conditions; or
- (3) the consequences of any failure by the Client to carry out any reasonable directions and recommendations of STRI relating to the Works; or
- (4) any neglect misuse or mistreatment of the Works, including use of the Works for a purpose for which they were not designed.

**5.5** If more than one party including STRI ("the liable parties") are liable to the Client in respect of the same loss or damage, STRI's liability in respect of such loss or damage shall not exceed that proportion of the liability which the Fees bear to the total fees or other amounts payable by the Client (ignoring any liability) to the liable parties.

## 6. TERMINATION

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of this Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other party goes into liquidation or has a receiver or administrator appointed.

## 7. STORAGE OF SAMPLES

Soils submitted for soil physical analysis will be retained for two months from the completion of tests. Soils submitted for chemical analysis will be retained for one month from the completion of tests. If the Client wishes samples to be retained for a longer period, form

LSS containing details and charges for sample retention should be requested from STRI. It should be noted that because of their perishable nature samples sent for disease, pest and botanical analysis cannot be retained.

## 8. CONFIDENTIALITY

**8.1** Neither STRI nor the Client shall disclose to any third party any confidential or technical information disclosed to it by the other whether relating to the requirement for or the provision of the Specified Service or otherwise or any confidential information resulting from the provision of the Specified Service and each party shall use its best endeavours to keep such information confidential, except as provided by clause 8.2 or 8.3.

**8.2** Any of the confidential information referred to in clause 8.1 may be disclosed to:-

- (1) any contractor of or supplier to the party in question in relation to the Specified Service or the Works;
- (2) any governmental or other authority or regulatory body;
- (4) any directors or employees of the party in question

to such extent only as is necessary for the purposes of this Agreement or as required by law.

**8.3** Any of the confidential information referred to in clause 8.1 may be used by the party in question for any purpose or disclosed by that party to any other person to the extent only that any part of it is at the date of this Agreement or subsequently becomes public knowledge through no fault of the party in question.

**8.4** For the purposes of this clause 8 confidential information shall include:-

- (1) information of whatever nature relating to either STRI or the Client;
- (2) information of whatever nature relating to the Specified Service and/or the Works including in particular the contents of any Reports;
- (3) any other analyses, compilations, studies or other documents prepared by or on behalf of either party which contain or otherwise reflect or are generated from information specified in paragraphs (1) or (2) above; and
- (4) this Agreement and the fact that STRI is providing or has provided Specified Services to the Client.

## 9. GENERAL

**9.1** These Terms together with the terms of the Quotation (and any agreed amendment thereto) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

**9.2** The Client shall not assign any of its rights or duties under any Contract with STRI without the consent in writing of STRI.

**9.3** The name or logo of STRI shall not be published or used by the Client in any technical literature or advertising or promotional material or in any other way without the prior written consent of STRI

**9.4** Any report produced by STRI in the provision of the Specified Service remains copyright to STRI and is made available to the Client for the purposes contemplated in the Quotation only. While the Client may reproduce the Report for such purposes, any modification of the same may only be reproduced with the consent of STRI, such consent not to be unreasonably withheld.

**9.5** Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

**9.6** English Law shall apply to any Contract between STRI and the Client and the parties agree to submit to the jurisdiction of the English Courts.