

Please complete fully in **BLOCK CAPITALS**

Club/Organisation Name:			
Contact Name:			
Site Address Inc. postcode:			
Contact Tel No:		Mobile No:	
Email:			

Equipment Bank Services:

Service	Detail Service Requested <i>Please state number & type of pitches requiring works and any specific site requests</i>	Cost Excluding VAT
<p>Deep Tine Aeration <i>This operation relieves compaction and helps with root development. It can be adjusted to various depths depending how compacted area is.</i></p>		From £250.00 per 11v11 pitch
<p>Over Seeding <i>With our high quality disc seeder this operation insures new growth and helps reinstate worn areas. Worn areas can take 2-4 passes across the surface insuring every square inch has a cultivar.</i></p>		From £200.00 per 11v11 pitch (exc seed costs)
<p>Granular Feeding <i>PTO fertiliser spreader is used to carry an application of fertiliser after soil analysis via our partners Rigby Taylor.</i></p>		From £100.00 per 11v11 pitch (exc fertiliser costs)

Preferred Dates for Works to be Carried Out (please provide 3 dates in order of preference)

1st Choice:	
2nd Choice:	
3rd Choice:	

Following receipt of a completed booking form a member of the FDC will be in contact to discuss whether a site visit will be required. This is to ensure the services requested can be undertaken in a safe and professional manner. A nominated person from your club/organisation may be required to be on site for the duration of the site visit. Following any site visit that has been undertaken (if required) we will then confirm the final costs for the works for your club/organisation to approve or otherwise.

Declaration: I agree to Equipment Bank Service terms and conditions overleaf and understand that breaking these may result in the services being suspended or cancelled.

Signed (Contact):		Print Name:	
Date:			

Please complete and return this application form to:
Equipment Bank Service, the FDC, Clover Hill Road, Norwich, NR5 9ED or email TheFDC@NorfolkFA.com

1. QUOTATION

- 1.1. Quotations are open for acceptance for a period of three calendar months from the date of issue. Thereafter, Norfolk County FA (hereinafter 'the Company') shall reserve the right to amend the price of the works or withdraw, in part or in total, the offer to undertake the work
- 1.2. All prices quoted exclude VAT, which shall become due at the standard rate as applicable at the date of invoice
- 1.3. All quotations are offered subject to the terms and conditions contained herein unless otherwise expressly stated thereon by the Company
- 1.4. Further terms and conditions, specific to the particular works quoted, may also be expressly incorporated by the Company into that quotation should circumstances dictate

2. ACCEPTANCE AND CANCELLATION

- 2.1. Unless otherwise agreed and confirmed in writing by the Company, acceptance of the quotation shall be deemed to include acceptance by the Purchaser of these terms and conditions and no other terms and conditions shall subsequently be applied
- 2.2. Acceptance of the booking by the Company will only be agreed following a full site inspection to ensure the works can be undertaken in a safe and professional manner
- 2.3. Any works undertaken will be at the sole liability of the purchaser. Any information not disclosed about the site before works commence will render the Company not liable for any damage caused to underground drainage, electrical supplies and alike
- 2.4. Orders given by the Purchaser shall only be cancelled with the written consent of the Company

3. PAYMENT

- 3.1. Invoices shall be issued by the Company immediately upon acceptance of the ordered work or shortly thereafter
- 3.2. Unless otherwise agreed and confirmed in writing by the Company, payment shall become due 28 days from the date of the issued invoice or before the works commence, whatever is sooner
- 3.3. Unless otherwise agreed and confirmed in writing by the Company, no discounts and/or retentions shall be deducted from any payment due
- 3.4. Interest at the rate of 2 ½ % per calendar month, or part thereof, shall be charged on all monies outstanding after the relevant due date. Should payment, including any and all interest charges, not be received in full within three calendar months of the date of the original invoice, the Company shall commence appropriate legal proceedings to recover the debt together with all other costs and expenses incurred by the Company in such recovery
- 3.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - 3.5.1 Cancel the contract or suspend any further services to the Buyer;
 - 3.5.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 3.5.3 Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 3.6 No credit is given under any circumstances. All payments must be paid in full before commencement of any services by the Company

4. RETENTION OF TITLE

- 4.1. Risk shall pass on delivery of goods to the Purchaser but title to the goods shall remain with the Company until payment in full has been made to the Company by the Purchaser in respect of the said goods and for any other goods or services for which payment may remain outstanding
- 4.2. Until payment is effected, the Purchaser shall insure all such goods against normal risks and ensure that they are free from any charge, lien or other encumbrance
- 4.3. In the event of failure to remit payment, the Purchaser shall afford access to the Company or its servants to collect such goods and shall not prevent the Company from using any of same in the normal course of its business

5. DISPUTES AND SET OFF

- 5.1 The Purchaser shall not withhold any monies invoiced by and due to the Company under this or any other agreement between the parties as a result of any disputed claim against the Company

6. LIMIT OF LIABILITY

- 6.1. The Company warrants that its goods and services are fit for the purpose specified by the Purchaser and any other warranty or guarantee, whether express or implied, shall be excluded the FDC, Clover Hill Road, Norwich, NR5 9ED Tel: 01603 704050, Email: TheFDC@NorfolkFA.com
- 6.2. The liability of the Company in respect of any and all direct loss or damage arising from its default shall be limited to the value of the contract works and the Company shall not in any circumstance be liable for any indirect or consequential loss or damage howsoever arising

7. TERMINATION

Without prejudice to any other rights it may possess, the Company shall have the right to suspend or terminate the contract between the parties if:

- 7.1. The Purchaser fails to pay any monies invoiced by and due to the Company
- 7.2. The Purchaser commits any breach of contract
- 7.3. The Purchaser enters into liquidation or administration or has a receiver appointed or commits any act of insolvency or bankruptcy

8. FORCE MAJEURE

The Company may suspend the works during any period in which it is prevented from delivering goods and services through any circumstances outside of its reasonable control

9. DATA PROTECTION ACT

The Company may record any failure by the Purchaser to comply with the credit terms contained herein and may make such information available, if requested, to organisations whose normal business is to assess applications for credit