

Terms and Conditions of Supply of Services

- 1 **NAME** The Turf Disease Centre is the trading name of Dr. C A (Kate) Entwistle.
- 2 **SCOPE** These terms and conditions apply to all work undertaken by The Turf Disease Centre.
- 3 **DEFINITIONS** In these Terms and Conditions, the following expressions shall have the given meanings:
 - 3.1 **Services** The 'services' shall mean the services to be provided by The Turf Disease Centre to the 'client' more particularly described in the 'quotation' or statement of 'services' supplied by The Turf Disease Centre to the 'client'.
 - 3.2 **Quotation** A 'quotation' will be given on the basis that the details, if eventually accepted by The Turf Disease Centre, will remain as stated for a period of up to 30 days from the date of the 'quotation', but The Turf Disease Centre reserves the right to revise the price or the cost quoted without notice. A quotation will be offered for the services of site visits, lecturing, seminars and publications prior to commencement of the work. Notification of charges to be made for sample analysis and for information will be provided when requested.
 - 3.3 **Client** The 'client' is the person or company or organisation requesting the 'services' of The Turf Disease Centre and shall be regarded as the person or company or organisation responsible for payment of the work unless notification is offered to the contrary prior to commencement of the work.
 - 3.4 **Sample** A 'Sample' refers to a given consignment of turf being addressed to The Turf Disease Centre for the purpose of disease identification. For the purpose of charging for sample analysis, a sample may be either a single piece of turf taken such that half of the piece shows the symptom of the disease to be identified and half is unaffected or more than one separate pieces of turf from the same general area, one or more of which are affected by the disease to be identified and the others are unaffected and sent for comparison. Where a 'client' has sent samples from more than one specific area of turf, each area shall be considered as a separate sample and charged accordingly.
- 4 **CHARGES** The 'quotation' will provide a complete description of the Services offered. The cost of the work to be completed will be detailed in the 'quotation' but any additional work requested by the client following acceptance of the 'quotation', will be added to the original quotation and will form part of the total price and will be charged at the Turf Disease Centres current rates. For sample analysis and for information, an invoice to cover the cost of the work will be forwarded to the 'client'.
 - 4.1 In the event of any delay in performance of 'services' provided by The Turf Disease Centre which are attributable to the 'client's' actions or failure to act, any extra costs incurred by The Turf Disease Centre as a result of these delays will be added to the price and will be payable by the 'client'.
- 5 **INVOICES** Invoices will be submitted as specified in the quotation or once the service is complete.
- 6 **PAYMENT** The 'client' is directly responsible for settlement of each and all accounts (in pounds sterling) outstanding due to their request for services. Payments are to be received no later than 28 days after the date of their submission and any sums remaining unpaid at the end of such period of 28 days shall bear interest thereafter; such interest to accrue from the first day after the account is due by £20 per account per 28 day period or part thereof.
 - 6.1 Where the 'client's' office of payment is outside the United Kingdom, an advance payment of an agreed proportion of the estimated total fee will be made at the discretion of The Turf Disease Centre.
 - 6.2 A charge of £20 will be made for the administration of cancelled or dishonoured cheques or direct debit mandates.
- 6.3 **PAYMENT OF COSTS** In the event that it becomes necessary for us to pursue any unpaid invoices or other unpaid amounts, you agree to reimburse us any costs incurred in the process of recovering debt. These costs may include, but are not limited to, legal fees, court costs, and any other expenses directly related to the recovery of the unpaid amount.
- 7 **LIMITATION OF LIABILITY** The Turf Disease Centre's liability to the 'client' for any loss, costs or damage shall be limited to a sum equal to the sum specified in the 'quotation' or to the charges paid to The Turf Disease Centre on completion of the service offered.
- 8 **USE OF INFORMATION IN PROMOTIONAL LITERATURE** The name of The Turf Disease Centre shall not be used in any way by the 'client' or by any other person or company or organisation unless written approval for its use has been obtained from The Turf Disease Centre.
- 9 **LAW** These terms and conditions shall be governed by English Law and the 'client' agrees to submit to the exclusive jurisdiction of the English Courts.
- 10 **SEVERANCE** If any provision of these terms and conditions is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.
- 11 **STORAGE OF SAMPLES** Unless otherwise instructed or unless further analysis is deemed necessary following the initial analysis of any 'sample', the 'sample' shall not be retained for any period of time once the result of the analysis has been forwarded to the 'client'.