

**CONTRACT FOR THE PROVISION OF SPECIFIED BOWLS GREEN MAINTENANCE AT THE
AYLSHAM BOWLS CLUB**

1. Parties

Greenkeeper, Ricky Goodman of 36 Buckenham Road, Aylsham, NR11 6RW.

The Aylsham Bowls Club, Recreation Ground, Sir Williams Lane, Aylsham NR11 6RW

2. Recital

The Greenkeeper has agreed with The Club to maintain the Aylsham Bowls Green specified in the schedule hereto and on the terms and conditions herein stated.

3. Definitions

- I. "Commencement Date": 26th September 2024 to 1st October 2025
- II. "Conditions": The provisions set out below which shall be incorporated into this Agreement in their entirety.
- III. "The Bowls Green": Known as Aylsham Bowls Green, Recreation Ground, Sir Williams Lane, Aylsham NR11 6RW.
- IV. "Term": The period of one year from the commencement date unless this Agreement shall be terminated by either party serving on the other not less than 3 calendar months prior notice in writing. The contract can be renewed by mutual consent, on an annual basis.

4. The Greenkeepers' Obligations

- I. Throughout the term The Greenkeeper shall arrange for the maintenance of the bowls green as specified in the schedule hereto.
- II. The Greenkeeper shall arrange for the said maintenance to be carried out on such days and at such times as shall be agreed with The Club. The Club will provide a schedule of anticipated available times each day, which the Greenkeeper is requested to work within, if possible, as Appendix 1 to this agreement.
- III. The Greenkeeper shall insure all persons employed on The Green, in pursuance of this Agreement and agree to indemnify The Club against all liability in that regard.
- IV. The Greenkeeper should assess the risks associated with using work equipment and carrying out all tasks. He shall implement measures to control and mitigate these risks. This may involve implementing safety procedures, providing personal protective equipment, and ensuring proper signage and warnings.
- V. The Greenkeeper shall have right of access to the clubhouse, kitchen and Machinery Equipment Shed.

- VI. The Greenkeeper will have access to and be able to control the irrigation system, if required. The Greenkeeper will take moisture readings, as required, which will inform the irrigation plan. The Greenkeeper will manually hand water to local areas as required.
- VII. The Greenkeeper should leave the bowls green in a tidy condition and ensure all arisings are placed in the green bin provided by the Aylsham Recreation Ground Committee, which will be located outside the Club entrance gate.
- VIII. The Greenkeeper shall regularly report the work undertaken on the green to the Club and will provide a monthly updated programme of works to be undertaken in advance, throughout the season. The monthly update shall include the irrigation plan.
- IX. The Greenkeeper will switch and brush the green prior to cutting, if required.
- X. The Greenkeeper will provide all fertilizer and chemical products for the green, except top dressing and sand, as noted below under the Club's obligations.
- XI. The Greenkeeper will provide all daily maintenance of the greenkeeping and sprinkler equipment such as sharpening and greasing, excluding major issues, such as breakdowns / replacement and full servicing. This maintenance may entail removal of equipment by vehicle and return after service.
- XII. The Greenkeeper will take hollow core soil samples so that pH level and correct balance of nutrients is maintained. This sampling will also ensure the thatch level can be controlled.

5. The Club's Obligations

- I. To pay The Greenkeeper throughout the term the agreed stage-payments as specified in Schedule I per month to be paid on or before the 1st day of each calendar month during the continuance of the Agreement. Invoices will be submitted in advance to ensure they are paid on time. To order and purchase the bulk bags of sand or loam mix top dressing products required for the green, along with the fescue grass, under the direction of the Greenkeeper.
- II. To pay for the machinery fuel.
- III. To provide a functioning automatic watering system for the bowls green throughout the term of the contract.

- IV. To provide all machinery to facilitate the bowls' green maintenance.
- V. To switch and brush the bowls green during the season before play commences, whenever this is required, except immediately prior to the agreed greenkeeper cutting activities.
- VI. To put out the mobile sprinkler head, prior to the sprinkler system operating and retrieve on completion, each day it is used.
- VII. To move rink markers monthly, remove and install ditch materials, maintain banks,
- VIII. dispose of all arisings on site.
- IX. To alternate play perpendicularly morning and evening each day and manage over usage of the rinks, to even out wear on the green.

6. VAT

The greenkeeper is not registered for VAT.

7. Miscellaneous

Warranty

Each of the parties warrants its power to enter into this Agreement.

Interest

All sums due from The Club to The Greenkeeper which are not paid within seven days (without prejudice to the rights of The Greenkeeper under this Agreement) shall bear interest from day to day at the rate of 3% over the daily base lending rate of Barclays Bank Plc.

Receipt

The receipt of money by The Greenkeeper shall not prevent them from questioning the correctness of any statement in respect of such money.

Force Majeure

Both parties shall be released from their respective obligations in the event of a national emergency (excluding COVID), war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible. The Agreement shall terminate immediately and all moneys due under the Agreement shall be paid within 7 days including any arrears of payments.

Whole Agreement

Each party acknowledges that this Agreement and the conditions contain the whole agreement between the parties and that they have not relied upon any oral or written representation made to it by the other and has made its own independent investigations into all matters relevant to it.

Supersedes Prior Agreements

The Agreement supersedes any prior Agreement between parties whether written or oral and any such prior agreement are cancelled as at the commencement date but without prejudice to any rights which have already been accrued by either of the parties.

Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post and shall be deemed to have been received by the addressee within forty-eight (48) hours of posting. In addition to the Club address, a copy will also be sent to Philip Kingsford (pjkingsford2019@gmail.com).

Status of The Company

- I. During the term, The Greenkeeper shall be an independent contractor and not an employee, agent, partner, or servant of The Club.
- II. The Greenkeeper shall not be subject to directions from The Club as to the manner in which they shall perform their work or the manner in which their work is performed by others at their discretion. However, the Greenkeeper is expected to liaise with The Club over the ongoing maintenance, as required.

8. Arbitration

All disputes or differences which shall at any time arise between the parties whether during the Term of afterwards touching or concerning the Agreement and its construction or effect to the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties who shall be a member of the Sports Turf Research Institute or in default of the agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment of it from the time being in force.

SCHEDULE I

Full Maintenance Contract: £6000 per annum (excludes top dressing and fescue grass products, club to purchase these themselves)

12 Equal Instalments of £500.00 payable on the 1st of each month from 1 October 2024 for 12 months.

Bank Details are as follows:

Sort code: 07 08 06
Account number: 05392230
Account Name: Ricky Goodman

Executed by The Aylsham Bowls Club

Name	Position in Club	Acting For & on Behalf of The Aylsham Bowls Club	Signature

Witnessed by:

Name:	Position in Club		Signature

Executed by The Greenkeeper

Name	Signature

Maintenance Specification, Revision 1

From the End of the Season in September

When play finishes:

- scarify in four directions using thatch removal reel;
- aerate using solid or hollow tines in alternating years. Hollow tine commences September 2025.
- lightly top dress with 3 bulk bags 70/30 sand/loam mix and lute into surface to make seed bed for over seeding (club to purchase product);
- over seed at 15mgs/m* using a fescue strong creeping red seed mix (club to purchase product).
- top dress with 1 bulk bag sand/loam mix and brush into surface together with the seed (club to purchase product);
- Apply Autumn/Winter fertilizer.

October

- Mow once at 10-12 mm if needed.
- Apply turf hardener.

November

- Mow, when necessary, to keep the height of turf between 10-12mm.
- Apply systematic fungicide to prevent fungal attack if required and apply soluble iron.
- Drain down irrigation system.

December, January, February

- Mow, when necessary, to keep the height of turf between 10-12mm.
- Aerate using solid or chisel tines at three-week intervals when weather is suitable. Apply soluble iron in January & February.
- Disease control: inspect frequently for fungal disease and apply systemic fungicide if needed.
- Use Sarel spiking roller as required.
- Apply wetting agent as necessary.

March

- Irrigation system start up and test, carry out minor repairs.
- Apply soluble iron and wetting agent as necessary.
- Mow once a week to keep height at 8mm.
- Aerate using large solid tine or slit tine during the month, as required.
- Use Sarel spiking roller as required.

Before play starts in April

- Scarify as required in four directions using thatch removal reel.
- Lightly top dress with 3 bulk bags 70/30 sand/loam mix and lute into surface to make seed bed for over seeding (club to purchase product)
- over seed at 15mgs/m* using a fescue strong creeping red seed mix (club to purchase product).
- Top dress with 1 bulk bag sand/loam mix and brush into surface together with the seed (club to purchase product)
- If necessary, moss treated and selective herbicide applied.
- Apply base feed of granular fertilizer.
- Apply wetting agent as required.

April

- Mow weekly lowering height of cut gradually to 5 mm.
- Use Sarel spiking roller as required.
- Lightly verticut towards the end of the month when weather conditions are right.
- Add Spring/Summer fertilizer containing iron supplement.
- Apply wetting agent as required.
- Carry out any irrigation repairs or service, as required.

May

- Mow three times a week at a height of 5mm.

- Aerate using needle tines.
- Apply soluble iron.
- Lightly scarify.
- Needle tine, as required.
- Use Sarel spiking roller as required.
- Apply wetting agent as required.
- Hand water with wetting agent pellet gun, as required.
- Disease/weed control: inspect frequently for fungal disease and apply contact fungicide if needed, use selective weed killer if required.

June, July, August and until play stops at the end of September

- Mow three times a week at a height of 5mm.
- Use Sarel spiking roller as required.
- Needle tine, as required.
- Lightly scarf once per month.
- Apply Summer liquid fertilizer in June.
- Apply soluble iron in July & September.
- Hand water with wetting agent pellet gun, as required.
- Apply wetting agent as required.

Appendix 1 attached, green utilization for 2025-2026 Season