



**Code of Practice  
and Technical Requirements  
for the Design and Installation of  
Non-Turf Cricket Facilities**

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## **Code of Practice for the Design and Installation of Non-Turf Cricket Facilities**

### **Section 1 - Introduction**

The ECB, as the governing body for the sport of cricket in England and Wales, assists in the development of grass roots cricket through, amongst others, affiliated cricket clubs and schools.

As part of its responsibility, the ECB has set out guidelines, technical standards and performance standards for non-turf pitches and approves particular systems for installation (**Approved Systems**). In all cases, it is the system itself that is approved and not the manufacturer or installer of that Approved System.

Whilst the ECB does not and will not recommend suppliers or contractors for the undertaking of particular projects, it has introduced this code of practice (**Code of Practice**) which sets out certain recommended minimum standards for designers, installers and suppliers of Approved Systems (**Suppliers**) to follow.

If a Supplier complies with this Code of Practice in all elements of its business, they may apply to the ECB to be able to use a Code of Practice Logo. Following such an application, the ECB will evaluate the Supplier and if, in ECB's discretion, it considers that the Supplier does and will comply with the Code of Practice, the ECB will permit the Supplier to use the Code of Practice Logo.

The ECB will maintain a list of Suppliers that are entitled to use the Code of Practice Logo.

The Code of Practice is voluntary. Clubs or other third parties with requirements for non-turf pitches will not be required to choose Suppliers that comply with this Code of Practice to install an Approved System. Whilst adherence to the Code of Practice imposes certain obligations on a Supplier who agrees to comply with the Code of Practice, other suppliers may provide similar service levels.

The ECB shall be entitled to require Suppliers to stop using the Code of Practice Logo, either temporarily or permanently, if the ECB believes the Supplier does not comply or has not complied with the Code of Practice.

Whilst the ECB welcomes comments from Clubs and other customers on the service provided by any Supplier, the ECB will not adjudicate on or become involved in complaints or disputes between a customer and a Supplier.

## Code of Practice for the Design and Installation of Non-Turf Cricket Facilities

### Section 2 - Requirements for Approved Status

#### 1. Definitions

For the purpose of this Code of Practice, the following words shall have the following meanings:

|                        |  |
|------------------------|--|
| Approved Systems       | Those non-turf pitch systems approved by the ECB   |
| Club                   | Any cricket club within England and Wales affiliated with the ECB, any schools, colleges, local authorities, MOD or any other entity or organisation that contracts (or wishes to contract) with a Supplier for the design, installation and/or maintenance of a non-turf pitch.           |
| ECB                    | The England and Wales Cricket Board Limited  |
| Facilities             | The non-turf cricket facilities (including but not limited to pitches and net structures and which include an Approved System) requested by a Club.  |
| Services               | The design, installation and/or maintenance of the Facilities.   |
| Supplier               | Any supplier, company or contractor who designs, installs or maintains the whole or any part of an Approved System. Where a supplier sub-contracts the whole or any part of the Services, the term Supplier shall be deemed to include the party to whom such services are sub-contracted. |
| Supplier List          | The list of Approved System Suppliers that have agreed to comply with and, that as far as ECB is aware, comply with this Code of Practice.   |
| Performance Standards  | The ECB Performance Standard for Non-Turf Pitches from time to time in force and which are currently set out in <u>TS6 - (Performance Standard) for Non-Turf Cricket Pitches</u> , dated November 2007.  |
| Technical Requirements | The Technical Requirements for Non-Turf Pitches from time to time in force and which are currently set out in <u>TS6 - (Performance Standard) for Non-Turf Cricket Pitches and Technical Requirements</u> , as set out in Section 6 of this Code of Practice.                              |

## **2. Approved Systems**

This Code of Practice is intended for, and relates solely to, Suppliers (including but not limited to installers and designers) of Approved Systems.

## **3. Application**

- 3.1 Any Supplier of Approved Systems shall be entitled to apply to the ECB to use the Code of Practice Logo and to be included on the Supplier List supplied by the ECB from time to time.
- 3.2 The application stage will take approximately nine months, during which the ECB will assess the Supplier to ensure that it:
  - (a) Meets those criteria for qualification set out in paragraph 4 below; and
  - (b) Complies with its obligations in relation to the installation and design of Approved Systems set out in paragraph 5 below.
- 3.3 In conducting its assessment of any Supplier, the ECB may from time to time, request further information from the Supplier. The Supplier shall supply such information requested by the ECB as soon as reasonably practical or within the time limits set out by the ECB, otherwise the Supplier's application will be deemed withdrawn.
- 3.4 In conducting its assessment of any Supplier, the ECB may from time to time, request that it or its representatives attend any previous installation made by the Supplier as soon as reasonably practical or within the time limits set out by the ECB, to inspect the installation and/or conduct tests on it. If the Supplier is unable to secure the ECB's (or its representative's) attendance at such locations, the application will be deemed withdrawn.
- 3.5 If following completion of its assessment, the ECB considers that such Supplier complies with the criteria set out in paragraphs 3.2(a) and 3.2(b), the ECB shall grant the Supplier a licence to use the Code of Practice Logo and, accordingly, include the Supplier's information in its list of Code of Practice compliant Suppliers.
- 3.6 If following the completion of its assessment, the ECB considers that the Supplier does not comply with any of the criteria set out in paragraphs 3.2(a) and 3.2(b), the ECB shall provide the Supplier with details of those steps the Supplier must take to comply with those criteria. Unless requested by the Supplier, the assessment process as set out in this paragraph 3, will continue until such time as the ECB is satisfied that the Supplier meets the criteria set out in paragraphs 3.2(a) and 3.2(b), or the ECB believes in its absolute discretion that the Supplier is unlikely to meet the criteria set out in paragraphs 3.2(a) and 3.2(b).
- 3.7 Supplier will be responsible for its own costs in relation to the application process.
- 3.8 If the ECB considers that the Supplier meets the requirements set out in this Code of Practice, prior to the use of the Code of Practice Logo, the Supplier will sign and return to the ECB the agreement set out in Appendix B governing the use of the Code of Practice Logo.

## **4. Qualifications**

The Supplier shall satisfy the ECB that:

- 4.1 The Supplier carries insurance of no less than £1,000,000 (one million pounds) with a reasonable excess (bearing in mind the Supplier's business) on an occurrence basis for the following risks:
- (a) Third party public liability;
  - (b) Personal injury and property damage;
  - (c) Product liability and completed operations;
  - (d) Contractual liability including breach of warranty;
  - (e) Professional indemnity; and
  - (f) Employer's and occupier's liability;
- 4.2 The Supplier installs (and is authorised or licensed to install) Approved Systems;
- 4.3 The Supplier has an appropriate and satisfactory Health and Safety Policy and systems in place to ensure compliance with any relevant legislation, including but not limited to the Construction (Specification and Management) Regulations 1994, as amended;
- 4.4 The Supplier has experience in the installation and maintenance of Approved Systems which meet the requirements of the Performance Standards and Technical Requirements; and
- 4.5 The Supplier has suitable systems in place (including in relation to testing of any materials) to ensure that any such Approved Systems are installed in accordance with, and comply with, the Performance Standards and Technical Requirements.

## **5. Supplier's Obligations**

The Supplier undertakes:

- 5.1 To provide to each Club the information set out in Section 3 (at the times and in the manner required by Section 3);
- 5.2 To undertake a survey prior to the design/installation of any Facilities unless it is not reasonable for it to do so. In the event that the Supplier does not undertake a survey, it shall not be entitled to increase the costs of undertaking any additional Services or works carried out;
- 5.3 To enter into a written agreement with each Club, which will include as a minimum those terms and obligations set out in Section 4 in favour of the Club;
- 5.4 Except as set out in paragraph 5.5, where the Supplier is an installer, to install only Approved Systems for Clubs;
- 5.5 If any Supplier approved by the ECB under this Code of Practice intends to install a non-turf pitch other than an Approved System, it shall notify the Club in writing that the Facilities will not include an Approved System;
- 5.6 To ensure that in undertaking any design services for the Facilities that it complies with the Technical Requirements; and

5.7 To ensure, following the completion of the Facilities that it complies with the Technical Requirements and Performance Standards.

## **6. Withdrawal of Approved System Supplier Status**

6.1 In the event that:

- (a) The ECB considers (in its absolute discretion) that the Supplier no longer meets the qualification criteria set out in paragraph 3 above; or
- (b) The ECB has reasonable grounds for believing:
  - (i) The Supplier does not or has not complied with this Code of Practice to any material extent; or
  - (ii) Any Approved System or any other Facilities installed by the Supplier do not comply with the Performance Standards or the Technical Requirements; or
- (c) The ECB receives more than three complaints from Club's (that the ECB considers to have been made in good faith) in relation to a breach of the Code of Practice, the ECB may, at its option, remove the Supplier from the Supplier List and terminate or suspend the Supplier's right to use the Code of Practice Logo. The ECB shall provide the Supplier, in writing, with the reasons for the removal of the Supplier from the Supplier List.

6.2 In the event that the Supplier is removed from Supplier List and no longer has the right to use the Code of Practice Logo, the Supplier shall be entitled to apply again to the ECB after the issues complained of have been dealt with appropriately.

6.3 In the event that the Supplier is suspended or removed from the Supplier List, the ECB shall provide to the Supplier details of those steps to be taken before the Supplier will be reinstated. If the Supplier satisfies the ECB that the Supplier has taken such steps required of it under this paragraph 6.3, or otherwise, to ensure compliance with this Code of Practice, the ECB may, at its option, reinstate the Supplier on the Supplier List.

6.4 In the event that the ECB wishes to engage a third party to investigate any complaint made by a Club (or in the event that the Supplier wishes the ECB to investigate any complaint by a Club for a breach of the Code of Practice or an Approved System not performing), the Club shall pay to the ECB the out of pocket costs incurred by the ECB in such an investigation immediately on demand.

## **7. Appeal**

7.1 In the event that a Supplier considers that the ECB has unfairly exercised its discretion under this Code of Practice, has set down unfair obligations for the Supplier to comply with or has otherwise been unfair in conducting any assessment in relation to the Supplier, the Supplier's only remedy is to refer the matter to adjudication in accordance with paragraph 7. The Supplier shall give written notice to the ECB of its intention to refer such matter for adjudication. Any such notice (**Adjudication Notice**) shall include a brief description of the nature of the discretion or matter in dispute.

- 7.2 The Supplier shall, within 10 days of service of the Adjudication Notice on the other party, send a copy to the Sports and Play Contractors Association (SAPCA).
- 7.3 SAPCA shall, following receipt of the Adjudication Notice, nominate an individual it considers appropriate to adjudicate in the dispute (**Adjudicator**).
- 7.4 The Adjudicator has two days to confirm to the parties that he or she is willing and able to adjudicate in the matter.
- 7.5 If the Adjudicator has confirmed he or she will act, the Supplier shall, within seven days of receipt of such confirmation, serve on the Adjudicator and the other party a copy of all documents and a statement of all grounds on which it intends to rely (**Referral Notice**).
- 7.6 If the Adjudicator does not within two days confirm that he or she is willing or able to adjudicate in the matter, the Supplier may refer the matter again to SAPCA, who shall appoint an Adjudicator in accordance with paragraphs 7.3 to 7.5 above, until an Adjudicator has confirmed his or her willingness and ability to adjudicate.
- 7.7 In conducting the adjudication, the Adjudicator shall:
- (a) Reach a decision within 28 days of receipt of the Referral Notice. The Adjudicator may, with the written consent of the Supplier or the ECB, extend the period in which he or she is required to make a decision by a further 14 days;
  - (b) Act impartially;
  - (c) Take the initiative and take such steps as he or she considers reasonable in ascertaining the facts; and
  - (d) In the absence of bad faith, not be liable for anything done or omitted to be done in the discharge or purported discharge of his or her obligations.
- 7.8 In the absence of bad faith, fraud or manifest error, the decision of the Adjudicator shall be final and binding on the ECB and Supplier.
- 7.9 The Adjudicator shall set out the rules for such adjudication process.
- 7.10 The Supplier shall be responsible for the costs of the adjudication process and the Adjudicator. The Adjudicator may require costs to be paid by the Supplier in advance. In the event that such Adjudicator upholds the ECB's position, the Supplier shall be responsible for the ECB's cost in responding to and being engaged in the adjudication process.
- 7.11 The Supplier shall, except with the prior written consent of the ECB, keep the terms of the decision of an Adjudicator confidential.

## **8. No Adjudication**

- 8.1 The ECB shall not adjudicate on any disputes between a Club and a Supplier whether or not such dispute relates to any issue addressed by this Code of Practice.



8.2 Clubs shall be entitled to, and are encouraged to, notify the ECB in the event that they consider a Supplier has not complied with any aspect of this Code or Practice in its dealings with that Club.

8.3 The ECB is not under any obligation to investigate any complaint or notification and the ECB shall take such steps it considers appropriate. The ECB shall not be required to provide details of any investigation or adjudication to the Club.

## **9. Liability**

9.1 Subject to paragraph 9.2, the ECB, its employees, agents, officers or sub-contractors will not, in any event, be liable to a Club, Supplier or to any third party, for any loss or damage (howsoever arising) or be responsible for the payment of any compensation or damages to the Club, a Supplier or any third party, for whatever reason such compensation or damages may be due, including but not limited to any liability for or loss or damage arising directly or indirectly from or in connection with:

- (a) The development, planning, construction, operation, management and /or the administration of any Facilities;
- (b) The undertaking of any Services;
- (c) The acts or omissions of any Supplier (including but not limited to any delays in completion of the Facilities or any defective materials or Services); or
- (d) The inclusion of the Supplier on or the omission of the Supplier from the Supplier List.

9.2 Nothing in paragraph 9.1 shall limit ECB's liability in relation to personal injury or death where such personal injury or death is caused by a negligent act or omission on the part of ECB.

9.3 The Club acknowledges that in the event of any loss or damage caused to it as a result of the undertaking of the works or the construction of a Facility or otherwise in the provision of the Services, its sole right of action will be to take action against the Supplier.

9.4 The ECB accepts no obligation to consider any application which it may receive. The ECB reserves the right in its absolute discretion to withdraw from any assessment process at any time, or to amend the Code of Practice.

9.5 The ECB will not be responsible for any costs, losses or expenses which Suppliers or other parties incur in the preparation and submission of any application to the ECB.

### **Section 3 – Information to be Provided to Clubs at Initial Consultation Stage**

1. Prior to or during the initial meetings between a Club and the Supplier, the Supplier shall provide to the Club, in reasonable detail:
  - 1.1 A company profile setting out:
    - (a) The Supplier's corporate structure;
    - (b) The principal contact for the Club at the Company for the design, installation and aftercare stages;
    - (c) The position(s) held within the company of those individual(s); and
    - (d) The qualifications and experience of those individual(s);
  - 1.2 Details of the company's standard management of the project during both the administrative and operational stages;
  - 1.3 Details of the company's standard site investigation to be undertaken by the Supplier prior to designing and recommending the works required; and
  - 1.4 Details of the company's standard quality control and testing procedures implemented by the Supplier to ensure compliance with the Technical Requirements and the Performance Standards.
2. Prior to or with the quotation for any works to be undertaken, the Supplier shall provide to the Club:
  - 2.1 Details of the ongoing maintenance required to be undertaken by the Club of any Facilities including but not limited to:
    - (a) The likely costs of such maintenance work;
    - (b) The likely time, in man hours, required to undertake such maintenance work;
    - (c) The training to be supplied by the Supplier prior to or following completion of the Facility in relation to the maintenance, management and frequency.

## **Section 4 - Items to be Included within Agreements with Clubs**

1. In undertaking services for a Club, the Supplier shall undertake to the Club:
  - 1.1 To comply with all relevant legislation (including but not limited to Health and Safety and Environmental policies);
  - 1.2. To undertake a site investigation of each site prior to undertaking any works and provide a copy of such report to the Club;
  - 1.3 To undertake such design work (including producing technical drawings) as indicated in the Technical Requirements;
  - 1.4 To provide the following:
    - (a) Warranty for the Services and Facilities (including in relation to materials and workmanship);
    - (b) Timelines (where appropriate) for undertaking the Services and completion of the Facilities prior to commencement of any work; and
    - (c) Maintenance booklets and instructions for all Facilities (pitches, nets and cages, surrounds and any other product or part of a product) that require to be maintained.

### **2. General Requirements**

The Supplier shall undertake to the Club that prior to commencement of any works, it shall:

- 2.1 Provide details of all parties who have prepared technical, financial and programme advice and scheduling the information;
- 2.2 Provide details of the person who will be responsible for coordinating and managing the on-site works; and
- 2.3. Confirm details of the in-kind contributions the Club will have or will receive.

### **3. Technical Evaluation**

The Supplier shall undertake to the Club that prior to commencement of any works, it shall:

#### **3.1 Technical Drawings**

- (a) Identify the current amount of drawn information referenced as a list of drawing numbers;
- (b) If not available, agree with the Club the appropriate level of information to be provided by the Club;
- (c) Identify the specification of all products and materials to be used;
- (d) Confirm compliance with ECB / Sport England Technical guidelines;
- (e) Identify and advise the Club on the results of any site investigations and/or exploratory work; and

- (f) Collect any photographic images required to assess obstructions.

### **3.2 Third Party Approvals**

- (a) Obtain from the Club the status of planning permission and all relevant information of the submission;
- (b) Obtain from the Club the building control approval; and
- (c) If required by ECB, provide copies of the approval received.

### **4. Financial Evaluation**

The Supplier shall undertake to the Club that prior to the commencement of any works, it shall:

- 4.1 Submit a detailed breakdown of costs as either a:
  - (a) Bill of Quantities; or
  - (b) Tender Analysis;
- 4.2 Submit a breakdown of professional fees to be met by the Club; and
- 4.3 Identify what level of contingency and the basis of the calculation (not included in the fixed price sum) to be maintained and held by the Club.

### **5. Programme and Resource Evaluation**

The Supplier shall undertake to the Club that prior to the commencement of any works, it shall:

- 5.1 Submit a proposed programme of works.
- 5.2 Submit anticipated resource levels;
- 5.3 Submit project labour hours to complete the Services and the Facilities; and
- 5.4 Provide any constraints which may have an impact on the commencement, duration or sequence of the works.

### **6. Health and Safety**

The Supplier shall undertake to the Club that it shall on a timely basis:

- 6.1 Provide details of asbestos surveys carried out prior to construction (if applicable);
- 6.2 Provide and agree with the Club information on existing services;
- 6.3 Identify risk assessment and egress points on site;
- 6.4 Obtain information on existing services from the Club and retain for future use;
- 6.5 Identify procedures of welfare facilities for the workforce;

- 6.6 Provide details of site mobilisation and access, and
- 6.7 Plan and address the security of the site during the works.

**7. Competency**

The Supplier shall provide information to the Club (as the Club reasonably requires) with regard to assessing the competence of any party directly involved with designing, coordinating, managing and / or constructing the project.

## **Section 5 - Facility Design, Operational Management and Quality Control Requirements**

### **1. Site Investigation**

The Supplier will carry out a site investigation, with assistance from an appointed Club representative (if applicable), to determine measurements, levels, gradients and topographical conditions on site, in order to provide the most cost effective design that meets the requirements of the Club.

The Supplier's investigation shall take into consideration the condition of the land on which the facilities will be situated, including the depth of the existing top soil / sub-soil, nature of the sub-grade and foreign bodies in the land. If these conditions increase the depth of formation supplied in the approved pitch system and / or drainage required, these must be taken into consideration in the price submitted. The Supplier shall also take into consideration services crossing the area, and the marrying in to the surrounding land. The price quoted must be a fixed price to include all works required as there will be no return to site after submitting the tender.

The Supplier shall consult the Club on the following:

- (a) Type of and number of Facilities required and the amount of usage the Facilities must be capable of accommodating.
- (b) Who will use the Facility
- (c) Type of Facility, i.e. match, practice, multi-functional, playing performance.
- (d) The condition of the land on which the Facility will be installed, its make up, drainage, services running across or in the land, what it has been used for in the past and any other constraints which will have an affect on the provision.
- (e) The direction of the prevailing winds, the position of the sun during the afternoon and evening, the effects of surrounding trees, buildings, adjacent banks, slopes, water courses, ditches and any other factors which will prevent the Club getting value for money.
- (f) In establishing the requirements of the Club, the Supplier will make the Club fully aware of the maintenance required to ensure the proposed design continues to meet the Performance Standards and that the Club will be happy and able to carry out the required maintenance regime.

#### *Guidance Notes:*

- (1) *The Supplier's site investigation report shall include all items indicated in Section 5, including all items specified in (a) to (f) above.*
- (2) *The Supplier shall determine the method and extent of the site investigation, including the results of the levels survey and shall submit a detailed report of the site investigation including drawings, photographs and sketches, indicating the reasons for the appropriate system or systems recommended. To assist the person carrying out the investigation, a check list is provided in Appendix A to this document.*

- (3) *On a match pitch or a similar sized area, a minimum of three locations will be selected to investigate - ground conditions, site levels and any other site irregularities which will have an effect on the provision. On some sites a greater number of locations may be required. On larger areas, the Supplier shall determine the number of locations investigated and the extent of the investigation.*
- (4) *Further guidance on site investigation can be obtained from the NPFA publication - The Design and Maintenance of Outdoor Sports Facilities.*

## **2. Design**

The Facility shall be designed in accordance with the orientation, measurements and gradients indicated in the ECB Performance Standard for NTPs, the Codes of Practice and Technical Requirements, the ECB Employer's Requirements and the NTP Guidance Notes.

**The design includes the approved pitch or pitches, surrounds, drainage, base under the pitch system (if required), marrying in of the surrounds, nets and supports, security fencing and any other works required to make the provision of the Facility required by the Club.**

The Supplier shall take into consideration the results of the site investigation.

**Technical specifications, drawings (plan and profile) shall be provided for pitches, surrounds, drainage, marrying in of the surrounds, net cages, security fencing and any other provision required to fulfil the project as specified in the Technical Requirements in Section 6 of this document.**

### **2.1 Orientation**

The direction of the facilities will be sited in a north / south direction (avoiding the setting sun) in the direction of play. If there is any doubt, consult the ECB Funding and Facilities Manager. If the orientation is not suitable and alterations are required, the amendment shall be recorded in writing by the Supplier and duly signed by the Club's representative, who will issue a confirmation amendment to the Supplier.

### **2.2 Dimensions**

The facilities shall be as indicated in the Performance Standard. If space is limited the size of the pitch or pitches and the safety margins shall not be reduced, however, where the bowlers run-ups encroach on the pitch an alternative system can be designed for the extension i.e. grass reinforcement, alternative surface etc., to make up the extension to the required dimensions. The Club **MUST** provide written evidence that they agree to the Designer's alternative design.

### **2.3 Gradients**

As indicated in the Performance Standard. If the gradients of the land are not suitable, the pitch or pitches shall be laid as indicated in the Standard and alterations to the surrounds shall be recorded in writing by the Supplier and agreed in writing by the Club.

**For match pitches, gradients are to comply with the Performance Standard, where possible, depending on the topography of existing site. Non compliance is to be agreed with the Club and recorded in writing.**

## **2.4 Drainage**

No drains shall pass under any part of the pitches or multi-functional facilities. Where, due to exceptional circumstances, drainage has to go under a facility, expert advice must be obtained from a competent specialist on the drainage of non-turf pitches, who shall have full professional indemnity liability for the design of the scheme, should it fail. Otherwise the project designer shall accept full liability.

It is essential that drainage facilities are clearly specified, detailing all materials to be used, depth of drains, width of channels, orientation and surfacing. Full technical design specifications shall be provided for the product and all the materials used.

## **2.5 Sub-Grade Formation**

An appropriate geo-textile, conforming to the Technical Requirements in Section 6 of this document, shall be laid over the sub-grade separating the base stone from being contaminated with soil and other materials. This will not apply if the approved pitch system is a greater depth than 100 mm when the Supplier shall determine if a geo-textile is required.

## **2.6 Limits of Tolerance - Base and the Supporting Layers**

The supporting layers, sub-grade and drainage shall be designed and constructed in accordance with the limits indicated in the Technical Requirements in Section 6 of this document + or – 10%.

## **3. Professional Indemnity Insurance**

The Supplier shall have current professional indemnity insurance cover of £1,000,000 for the design of the project, including supporting features and areas, as appropriate. Where two or more Suppliers are involved, the areas for design responsibility will be clearly recorded in writing and passed to the Club.

## **4. Quality Control Requirements**

### **4.1 Specification and Samples**

Prior to the contract being awarded, the Supplier shall, at the request of the Club, make available samples of all aggregates and materials, drainage pipes and other materials, which they propose to use during the works. On request by the Club, the Supplier shall furnish such information as to the quality and origin of materials.

### **4.2 Supplier's Works**

The Supplier shall provide for the approval of the Club, a statement describing their proposed general and detailed arrangements and methods for carrying out the works, and of the time when, and the order in which it is proposed that these shall be executed. All works shall be carried out using the Supplier's approved methods of work.

### **4.3 Code of Practice**

The Supplier will provide a specific Code of Practice.

The Code of Practice will include details of all the works to be carried out and will



contain the Supplier's quality control procedures, which shall apply to the works. These will include details of authorised persons, environmental restraints, appropriate Health and Safety requirements, training that personnel will or have undertaken prior to working on site, storage of materials and procedures for receiving and checking materials on site.

#### 4.4 Supplier's Quality Control and Testing

The Supplier shall arrange to have or carry out appropriate tests and have quality control documents filled in throughout the construction.

#### 4.5 Quality Control of Materials in Manufacture

All materials will be manufactured by companies who are accredited under ISO EN 9002. The Supplier shall submit, in writing, evidence of the tests that are carried out during manufacture to ensure the products are produced to the quality required.

#### 4.6 Quality Control of Materials on Site

The Supplier shall provide, in writing, evidence of the tests carried out on the materials arriving on site to ensure they are up to the standard required, and supply the name and position of the person responsible for carrying out such tests.

#### 4.7 Quality Control of Construction

The Supplier shall supply the Club with documentary evidence of the quality control checks that will be carried out during each stage of construction, copies of which will be made available to the Club on completion. (See examples in Tables A and B).

The Supplier shall provide a description of all tests used other than British and European standards, or any other published tests and a test location drawing for typical match pitches, practice pitches, batting ends, bowling ends and multi-functional facilities.

**Table A - Example to be used for guidance by the Supplier during the Works.**

| <b>Part of Structure Tested</b> | <b>Tested By</b> | <b>Properties Tested or Assessed</b>                | <b>Test Methods or Assessments</b> | <b>Number of Locations or Stages</b> |
|---------------------------------|------------------|---|------------------------------------|--------------------------------------|
| Surface                         | Foreman          | Evenness:<br>Ball Bounce<br>Any other tests:        |                                    |                                      |
| Underlay                        | Foreman          | Evenness:<br>Ball Bounce<br>Any other tests         |                                    |                                      |
| Upper Base                      | Foreman          | Depth of material:<br>Evenness:<br>Any other tests: |                                    |                                      |
| Lower Base                      | Foreman          | Depth of material:<br>Evenness:<br>Any other tests: |                                    |                                      |
| Sub Grade                       | Foreman          | Depth of material:<br>Evenness:<br>Any other tests: |                                    |                                      |

|             |         |  |  |  |
|-------------|---------|--|--|--|
| Geo-textile | Foreman | Depth of material:<br>Evenness<br>Any other tests: |  |  |
| Edgings     | Foreman | Evenness:<br>Dimensions:                           |  |  |

**Table B - Example to be used for guidance by the Supplier following completion of the Works.**

| <b>Part of Structure Tested</b> | <b>Tested By</b> | <b>Properties Tested or Assessed</b> | <b>Test Methods or Assessments</b> | <b>Number of Locations or Stages</b> |
|---------------------------------|------------------|--------------------------------------|------------------------------------|--------------------------------------|
| Surface of the Facility         | Foreman          | Evenness:                            |                                    |                                      |
| Surface of the Facility         | Foreman          | Vertical Ball Bounce:                |                                    |                                      |
| Surface of the Facility         | Foreman          | Gradients                            |                                    |                                      |

**Forms will be designed and included in an Appendix to this document, if required by the Approved System Suppliers.**

#### **4.8 Supplier's Log**

The Supplier will keep a log of the environmental conditions on site during the development and shall not allow work to continue when weather conditions are such that the quality of the works may be impaired or the condition of the materials used may be affected. Where works that have been carried out in poor weather conditions have been adversely affected, those works shall be removed and made good at the Supplier's expense.

#### **4.9 Inspection**

Each stage of the works may be inspected by a representative of the Club prior to work on the next stage commencing. The Club will notify the Supplier in advance of the stages the works will be inspected.

#### **4.10 Sampling and Testing**

During the construction works, site samples of materials shall be taken at random by the Supplier and retained on site for inspection by the Club's representative.

If required, the samples will be tested and the results compared to the reference samples.

For each particulate material (soil, sand, gravel, stone etc.,) used in the construction of the base up to the surfacing layer, samples will be retained by the Supplier for inspection and testing.

The following details shall be included with all samples:

- (a) Date and time of sample Supplier.
- (b) Sample identification.
- (c) Intended application and location.

The following tests may be carried out:

- (d) Particle size and shape, hydraulic conductivity (appropriate materials only).
- (e) All materials that exceed the tolerances of variability set in advance will be rejected by the Employer.

#### **4.11 Performance Testing after Practical Completion**

On completion of the works, the Supplier shall carry out performance quality testing, as requested, prior to the facility being used by the Club. The Club may arrange for independent performance quality testing, at an appropriate time, no less than 3 months after the project is completed.

### **5. Operational Management**

#### **5.1 Communication Strategy**

The Supplier shall have a fully documented communication strategy, which shall be made available to the Club on request. All communication between parties involved in a project shall be indicated in writing and circulated between all interested parties.

#### **5.2 Operational Strategy**

The Supplier's operational strategy will be made available to Clubs on request. It shall be detailed in writing and will include:

- (a) Supply of materials
- (b) Supply of manpower
- (c) Supply of plant
- (d) Supply of additional resources and services
- (e) Procedures used by the Supplier in the management of a project, including Logistics Strategy, Planning Strategy and Procedures.

#### **5.3 Education and Training Policy**

The Supplier shall have a formulised Education and Training Policy, which shall be made available to Clubs on request.

#### **5.4 Specifications and Technical Drawings**

The Supplier shall provided specifications and technical drawings for all aspects of a project. These will be supplied to all Clubs.

## 5.5 Methodology

Methods of Operation shall be provided to all Clubs, indicating how the work will be executed, by whom and to what extent. **(This may constitute a specification of works, which shall be additional to the technical specifications).**

## 6. Compliance with Legislation

The Supplier will have appropriate policies appertaining to all legislation in addition to the following:

### 6.1 Health and Safety Policy

The Supplier shall provide a detailed Health and Safety Policy, which will be supplied to all Clubs.

### 6.2 Environmental Policy

The Supplier shall provide a detailed Environmental Policy, which will be supplied to all Clubs.

## 7. Warranties

The Supplier shall provide certificates of warranty, and if the materials used are manufactured by others in conjunction with the manufacturing company, itemising exactly what the warranty covers. Where the cover does not meet the requirements specified below, the Supplier shall state clearly the extent of the warranty and the period of cover.

| <u>Facility / Components</u>    | <u>Desirable Period of Warranty</u> |
|---------------------------------|-------------------------------------|
| Installed pitches and surrounds | Workmanship: 1 year                 |
| Synthetic materials             | At least 5 years                    |
| Base materials                  | 10 years                            |

The Supplier shall also provide certificates of warranty for the following:

|                                     |                     |
|-------------------------------------|---------------------|
| Net cage / supports and netting     | Workmanship: 1 year |
| Materials (steel / other materials) | 10 years            |
| Netting                             | 5 years             |
| Security Fencing                    | Workmanship: 1 year |
| Materials                           | 10 years            |

## 8. Management and Maintenance

Prior to completion of the works, the Supplier will provide a statement and specification, describing the general and detailed management and maintenance required and any restrictions regarding use.

**8.1 Maintenance shall be divided into:**

- (a) The first three months after installation.
- (b) The second and third three months after installation.
- (c) Weekly maintenance.
- (d) Monthly maintenance.
- (e) Annual maintenance.
- (f) Bi-annually or longer maintenance.

**8.2 Maintenance activities shall be grouped into:**

- (a) Cleaning - Removal of debris, cleaning of the surface (weekly).
- (b) Marking - Remarking of lines (weekly).
- (c) Surrounds - Mowing (weekly) or if adjacent to a quality square (twice weekly).
- (d) Repairs - Damaged from spiked footwear, filling stump holes etc.
- (e) Eradication of unwanted vegetation - Chemical control of weeds, moss, algae etc.
- (f) Repairs to Nets and Cages - Fixing of net ties, repairs to netting, ground fixing, top net fixings etc.
- (g) Repairs to the surface and base - Inclusive of the re-tensioning of the surface components.
- (h) Any other works required in the management and maintenance of the facility.

**8.3 The Supplier shall provide detailed information addressing all the areas indicated above, the extent of the management and maintenance of the facilities and an indication as to the time involved. This applies to pitches, nets, net cages, security fencing, surrounds and any other structures for the life of the facility.**

**(All pitches and supporting features require maintenance during the season and out season. As a guide per match pitch, during the season - one man hour per week, five hours in the autumn [when the season has finished] and five hours prior to the season starting).**

**Any other requirements the owner of the facility will have to arrange to keep the facility in a satisfactory condition and maintain its playing performance.**

## **Section 6 - Technical Requirements (*For Use by the Supplier*)**

The content of this section must be read in conjunction with the ECB Performance Standard for NTPs (TS6).

**The Supplier shall provide:**

**Detailed Specifications and Drawings for the recommended facilities, including drainage (if required), additional base (if required) beyond that included in the approved pitch system (lower than that which will influence the behaviour of the playing performance of the facility), reinstatement of the surrounds, net / cage systems, security fencing and any other structures in order to meet the requirements of the Club.**

**If the above are not provided the submission SHALL NOT be considered.**

### **1. General Pitch Systems**

The following apply to the pitch systems, as indicated in the Performance Standard.

#### **1.1 Tolerance to Spikes**

Depending on the application, surface components shall be suitable for use with spiked footwear provided they are maintained in accordance with the instructions indicated by the Supplier. Where surfaces are not tolerant to spikes, the Supplier of the system shall inform the Club, in writing, the system is not suitable for use with spiked footwear.

#### **1.2 Surface Wrinkles, Rucking, Creases**

When visually inspected, the entire area shall be free of wrinkles, rucking, creasing etc., or similar defects in the surface components. When newly constructed or where a new surface has been laid there will be no wrinkles during the defects liability period, ideally 12 months. The Supplier shall make the Club aware of how to deal with wrinkles, rucks, creases and any other defects in the surfacing material should they occur no less than four months after handover.

#### **1.3 Markings**

Markings as indicated in the Performance Standard. The Supplier shall advise the Club about the marking compound to ensure markings last for four months after handover. It is accepted that wear will eradicate high wear areas of a pitch but these shall be over-marked by the Club. (This is to ensure lime or a cheap marking compound is not used. Only the centre of the line on the batting crease and the follow through on the bowling crease will have disappeared).

#### **1.4 Thickness of Base Materials**

The designed thickness + or – 10%

#### **1.5 Surface Fixing**

Surfaces shall be firmly fixed at the perimeter, either pinned to the ground or fixed to edging boards. The surface must be secured around the stump holes to prevent the surface from moving during a bowlers delivery stride.

## **1.6 Particulate Infill in the Pile**

The depth specified by the designer + or – 2 mm.

## **1.7 Permeability (Pitch and Base)**

Desirable: no less than 50 mm per hour. See also the Performance Standard (10 litres of water applied over 600 square mm shall not puddle for more than 60 seconds, on the surface or any component in the profile).

## **2. Match Pitches**

Match pitches shall be to the dimensions set out in the Performance Standard. They will be of an ECB Approved Pitch System which will be to the thickness indicated in the Certificate of Approval, bearing in mind the playing performance is influenced by the top 100 mm of the pitch, laid on an appropriate base as specified by the designer of the system, and bearing in mind the content of the Employer's Requirements and the ECB Guidance Notes.

Pitches shall be secured to the ground with plastic pins or galvanised nails, no less than 100 mm long driven into the ground at no more than 200 mm spacing down the longitudinal sides of the pitch and no more than 50 mm spacing at the end of the pitch.

Where edging boards are used, the surface shall be fixed to the boards with no less than 12 mm and no more than 25 mm galvanised nails or staples at no more than 300 mm intervals along the longitudinal side of the pitch and no more than 100 mm at the ends.

The top of the edging board shall finish flush with the bottom of the synthetic turf backing and must not become proud of the pitch surface or surrounding ground in service. The top of the edging board support pegs shall finish 25 mm below the top of the boards.

Three stump holes at each end shall be made in the centre of the bowling crease, through the surfacing components, and holes shall be made to a depth of 100 mm in the base which will be filled with a clay loam or other suitable material which will hold the stumps firm.

All match pitches will be married into the surrounding ground within the tolerance for surface evenness indicated within the Performance Standard. The area of "marrying in" will be as large as is necessary and involve "making up" or "cutting into" the surrounding land in order to meet the limits, as specified in the Performance Standard. The quality of the marrying in shall be as indicated in the reinstatement section of this document, in accordance with the standards indicated in Table C.

## **3. Practice Pitches**

There are two approved designs for cricket practice pitches:

### Design 1

Separate batting and bowling ends, as indicated in the Performance Standards, in accordance with the appropriate pitch systems, with a middle section between the batting and bowling ends, extended bowlers run ups and margins around the perimeter.

*Note: A full length surface can be laid over the entire area of the pitch (Batting, Bowling, middle section and surrounds) provided the surface is marked clearly indicating where the approved pitch system base has been laid. The system of marking must be agreed by the ECB, in writing.*

## Design 2

Full length practice pitches complete with appropriate pitch system over an area of 27 metres (starting 2 metres behind the stumps) x 2.74 metres, plus perimeter margins and extensions to the bowlers' run-ups.

Design 2 is preferable when the facility is to be used with a bowling machine, for wicket keeping or when the facility is used for batting tuition from a short distance.

Where required, a base and a drainage scheme shall be designed by the Supplier bearing in mind the content of these requirements.

Pitches shall be secured to the ground with plastic pins or galvanised nails, no less than 100 mm long driven into the ground at no more than 200 mm spacing down the longitudinal sides of the pitch and no more than 50 mm spacing at the end of the pitch.

Where edging boards are used the surface shall be fixed to the boards with no less than 12 mm and no more than 25 mm galvanised nails or staples at no more than 300 mm intervals along the longitudinal side of the pitch and no more than 100 mm at the ends.

The top of the edging board shall finish flush with the bottom of the synthetic turf backing and must not become proud of the pitch surface or surrounding ground in service. The top of the edging board support pegs shall finish 25 mm below the top of the boards.

If required by the Club, stump holes will be provided in accordance with the requirements for match pitches.

## **4. Edgings and Fixings**

### **4.1 Timber Edging**

Edging boards will be 37mm to 50mm x 50mm to 150mm treated timber.

Pegs shall be 37mm to 50mm x 37mm to 50mm x 350mm to 450mm suitably treated timber. All nails and staples will be galvanised no less than 12mm long.

Edging boards will be supported by pegs at no more than 2 metre centres driven into the ground to a depth of no less than 350mm.

### **4.2 Nails for Fixing the Surfaces to the Ground**

All nails, pins, pegs etc., will be galvanised or plastic suitable for the application no less than 100mm in length.

## **5. Surrounds and Lower Formation**

**The following shall apply to the surrounds of the pitches and underneath the approved pitch systems.**

### **5.1 Earth Movement**

All fill will be deposited in layers no more than 200 mm and consolidated to provide a firm formation that will support the installation with a CBR reading of no less than 2%. Any debris, such as building rubble, will be removed and deposited off the playing



area, in a location agreeable to the Club. Such materials will be removed from site to an authorised tip if they cannot be incorporated on site to the Club's satisfaction.

## **5.2 Removal of Trees and Shrubs**

All tree and shrub roots will be removed from the ground and disposed of to an authorised tip unless otherwise agreed by the Club. Any roots that remain will be treated with an appropriate pesticide. The land will be graded and compacted using imported fill material, if required, to provide a firm formation that will support the installation with a CBR reading of no less than 2%.

## **5.3 Removal of Structures i.e. Sheds, Buildings, Brick Walls etc**

All such works will be carried out by competent trained staff in such works. No materials from the structures can be used in the build up of the ground and must be disposed of to an authorised tip.

## **5.4 Foundations**

Where foundations are found in the location where the pitches are to be sited, these shall be removed completely and disposed of to an authorised tip, unless otherwise agreed by the Club.

If required, the Supplier will provide design drawings or photographs, together with a specification of works, for all works carried out in the removal of the foundations.

The land will be reinstated in accordance with the requirements for earth movement and the removal of trees and shrubs, with the land consolidated in layers of no more than 200 mm to provide a firm formation that will support the installation with a CBR reading of no less than 2%.

## **6. Chemical Control**

The use of chemicals in the provision of non-turf cricket facilities is an essential part of both the installation and their management.

When using and recommending chemicals due regard shall be given to all aspects of the COSHH Regulations. Their use in the installation of a facility may only be small but when applied in the management of the facility they may well form a substantial element in the process. The Supplier must ensure that the installer and the manager are fully aware of the requirements of the Act and completely understand the implications of the Regulations.

Chemicals can have a detrimental effect on the environment, the health and safety of the people applying the material and the users of the provision.

Contamination of water course and ground water can occur a substantial distance from the area of application. Selection of product is, therefore, extremely important. Suppliers, through their management and maintenance documentation and their training, shall ensure the owner of the facility fully understands the implications of the COSHH Regulations and how to maintain and manage the facility.

## **7. Drainage**

Where drainage is required, the drains will be around the perimeter of the facility with an invert depth of no less than 450mm, with channels no less than 250mm wide. In situations

where a more intensive drainage system is required, the drains will run alongside the pitches, connected to the base of the pitches with a suitable material that drain at no less than 500 mm per hour, terminating in the perimeter drains which must shed into a suitable outlet. No drains must be laid under the pitches. Where a main drain is installed, it must be at a lower depth than the perimeter or lateral drains with an invert depth of no less than 600 mm.

Corrugated drainage pipe to be:

- (a) Perimeter drain: no less than 100mm diameter and bedded onto gravel.
- (b) Lateral drain: no less than 80mm diameter and bedded onto gravel.

Any existing drains disturbed by new drains to be appropriately connected.

### **7.1 Drainage Tube and Connections**

All drainage pipes and connections shall be Polymer Flexible Perforated corrugated drainage pipe, in accordance with BS 4962.

### **7.2 Connections to Manholes or Outlets**

Rigid UPVC drainage tube, in accordance with BS 4660, or twin walled PVC ridged pipe.

### **7.3 Manholes, Catchment Pit, Inspection Chambers, Rodding Eyes**

Manholes etc., shall be constructed from pre-cast concrete sections, all complying with BS 5911: Part 1 and Section 507 of the Department of Transport (DoT) Specifications for Highways Works. Concrete shall be as defined in the DoT Specification for Highways Works or, alternatively, PVC twin walled construction tube with pre-fitted and welded invert and outlet stubs suitably positioned for the intended purpose.

Manholes / catchment pits to have screw down HB2 600 x 450 mm. Cast iron covers and frames grade B in accordance BS 497, or alternatively, ductile steel heavy duty covers.

Solid drainage pipes to be used for a minimum of 1m before entering or leaving a manhole.

Where appropriate, manholes / catchment pits to have galvanised malleable iron steps to BS 1247 at 300 mm vertical centres, staggered 300 mm horizontally with the lowest step 300 mm above the base and the top step 450 mm below the top cover, positioned in direct view of the access.

### **7.4 Other Materials**

Where appropriate they shall comply with the DoT Specification for Highways Works. All concrete used to be in accordance with the DoT Specification for Highways Works.

### **7.5 Gravel in Drainage Channels**

**To be nominally 6 mm rounded gravel with no particle less than 3 mm and no more than 10 mm clean gravel, which when compact will allow water to drain**

through it at no less than 500 mm per hour when tested according to BS EN 12616

## **8. Base**

### **8.1 Bound mineral**

Bonding agents, if used, can be any material provided it will last in service for no less than 10 years. The bonding agents must conform within the limits specified within current legislation.

Where the base incorporates a bound structure, it shall conform to the following requirements:

#### Thickness

Be of even thickness throughout, within the specified for structural quality.

#### Response to Climatic Change

Must not breakdown or change its structure significantly.

#### Stability

Must not move significantly.

### **8.2 Unbound Mineral**

All materials must interlock and hold together when prepared as a supporting layer, either by the interlocking properties of the particles or as a result of finer particles bonding them together. Water should pass through the formation at no less than 50 mm an hour when first laid and consolidated and no less than 10 mm an hour when in service when tested according to EN 12616.

### **8.3 Lower Base**

Angular, interlocking, frost resistant stone in the main particle range in the grading curve 1 mm to 40 mm tested according to EN 13285. Within the grading curve for overall particle range 0.063mm to 80 mm, 98% of the particles must pass a 40 mm sieve. When compact, water shall pass through the structure at no less than 500 mm per hour when tested according to BS EN 12616.

### **8.4 Upper Base**

3 to 10 mm angular, interlocking, clean stone which when compact will allow water to pass through the structure at no less than 50 mm per hour when tested according to EN 12616.

### **8.5 Geo-Textiles (when used)**

Where used within the base structure, geo-textiles must conform within the limits indicated below:

- The geo-textile shall meet the requirements of the DOT Specifications for Highways Work - Clause 609: Geo-textile used to separate.

- The structure of the geo-textile shall not “silt up” or block, and particles less than 0.06 mm must pass through the material.

## **9. Concrete Perimeter Edging**

**Not to be used on match pitches and practice pitches unless part of a multi-functional facility around the outside perimeter.**

50 mm x 150 mm pre-cast concrete kerbs, shall be bedded in concrete with 50 mm below the kerb, the thickness on each side should be no less than 75 mm and no more than 100 mm, tapering off to 0 mm. A 50 mm stone foundation shall be laid under the concrete supporting the kerb. It must be borne in mind this may result in adjustments to the stone around the perimeter of the area to ensure satisfactory drainage under the bottom of the kerb and the concrete supporting the kerb.

Only to be used on the perimeter of multi-functional areas and outfields.

## **10. Practice Pitches Surrounds Systems**

Synthetic surround surfacing shall be laid around and between playing surfaces.

The synthetic surface shall be laid on a minimum 25mm depth of stone to dust or unbound mineral provided the land is suitable. If not the depth of material shall be determined by the designer. If required, to keep the material clean the base shall be laid on a geo-textile that meets the requirements indicated for geo-textiles in paragraph 8.5 above.

If the gradients of the land on which the facility is to be installed is flat in any one direction the gradients stipulated for a fall in both directions can be amended to a fall in one direction provided the resultant slope or the design of the system allows water to be despatched from the surface at a rate which enables play to take place within 15 minutes of rain finishing.

Where edging boards are used the surface shall be fixed to the boards with no less than 12 mm and no more than 25 mm galvanised nails or staples at no more than 300 mm intervals along the longitudinal side of the pitch and no more than 100 mm at the ends.

The top of the edging board shall finish flush with the bottom of the synthetic turf backing and must not become proud of the pitch surface or surrounding ground in service. The top of the edging board support pegs shall finish 25 mm below the top of the boards.

Excluding the approved pitch system, the entire area shall be surfaced with synthetic turf of a pile construction (woven, knitted, needle punch, tufted or similar). Two types of turf shall be permitted and the colour shall be similar throughout the facility, however, if this not possible the pitch surface shall ideally, be lighter in colour than the surrounds. However, if a lighter material has a detrimental effect on the playing performance, the darker material is preferable. Surfaces normally filled with particulate material shall be filled with angular, interlocking sand or finely sifted soil with no particles larger than 1 mm. (Note: some soils have larger particles than 1 mm when purchased but the grain size is no larger than 1 mm, this is particularly applicable to clay loams).

**Surface shall be laid and butted together, flush and within the permitted levels of evenness and not laid on top of an adjacent surface, except when a surface has a salvage edge or a 50 mm wide section of tape attached to the underside of the surface and the adjacent surface can be laid over the salvage edge or tape or when the two surfaces are folded in such a way that they are flush with each other, there are no**

**humps or hollows and the surface evenness conforms to the appropriate limits in the ECB Performance Standard.**

**The surfaces shall not fray in service and, where tufted, woven, knitted or similar surfaces are used, the perimeter edges shall be sealed by an appropriate means if the edges are not seamed together. This is particularly important where a surface has to be lifted or rolled back in order to maintain the base. There shall be no gaps between adjacent surfaces greater than 1 mm when tested with a feeler gauge. Where surfaces are seamed together there shall be a 100 mm wide band of adhesive on both surfaces onto a 200mm wide backing tape. The surface evenness over adjoining surfaces shall conform to limits indicated for pitches in the relevant ECB Performance Standard.**

All facilities shall be surfaced to 300 mm outside the pitch cage and where security fencing is required, the surface is to pass under the fencing to 300 mm around the outer perimeter to eliminate the need to cut the grass inside the protected area. Any area within the security fencing shall be surfaced in accordance with the requirements for the surrounds design.

Where edgings are used in the surrounds they shall conform to requirements for practice pitches.

Dimensions shall be supplied on all drawings where they differ from the measurements indicated in the ECB Standard and this document.

## **11. Specialist Facilities**

**This section deals with the technical requirements for multi-activity areas and embraces approved pitch systems, surrounds and bases below the approved pitch systems.**

### **11.1 Multi-Functional Cricket Facility**

The facility shall perform as a cricket pitch batting end over the entire area. It is accepted that over seams there will be a variation in the playing performance but such areas shall conform within the performance limits applicable. A number of batting end systems shall be allowed, provided they meet the Performance Quality Standards for the "pitch of the ball area" in any location. The synthetic pitches shall be in accordance with the requirements of the Performance Standard.

Only approved systems using an underlay shall be considered.

The Supplier shall determine the final design and must be satisfied that the base and drainage meet the Performance Requirements indicated in this document (which are based on past research on NTPs), and is suitable for the proposed pitch system or systems in meeting the performance criteria indicated in the Performance Standard, throughout the lifespan of the installation. The depth of the base below the approved pitch system shall not be less than the 200 mm.

The number of pitches and overall dimensions of the facility will be:

- 4 practice pitches and 1 match pitch accommodated on an area of no less than 33 metres x 17 metres.

*Where a larger area is required adjustments to the number of pitches can be made.*

The Supplier shall ensure the following are taken into consideration when submitting their design and specifications, contract sum analysis, submission and other appropriate documentation. Failure to incorporate the following in the design will result in disqualification of the submission.

## **11.2 Surface**

The surface shall be uniform throughout and when a ball is run across the surface it must not bobble, deviate or bounce significantly, which would make fielding on the area dangerous or detract from the practice or skill of the participant.

The surface shall be of a uniform colour throughout.

The surfaces shall be joined by seaming together with appropriate materials that do not form a lip or detract from the playing performance of the facility. No seams shall be located in the "bowling delivery area", "the popping creases" or "the pitch of the ball area". A drawing indicating the layout of the underlay and the surfacing material shall be provided as part of the submission showing clearly the layout of the components and the seams. All seams shall have a 100mm fixing on either side of the backing tape.

## **11.3 Underlays**

The underlay shall finish flush or on top of the perimeter kerbs or timber edgings.

The underlay shall be firmly fixed and seamed together, if required, and shall not move in service.

Underlays shall be of uniform thickness throughout.

From a health and safety perspective, the finished surface shall be above or laid over the top of the perimeter kerbs.

## **11.4 Bound or Unbound Material**

The depth of unbound or bound material shall be in accordance with the approved system or systems used.

## **11.5 Base and Drainage**

The depth of the base indicated in this document using the specified materials is the minimum permitted.

The Supplier shall ensure the base and drainage meets the requirements of their system. They shall be confident the surface levels will not be affected by movement in the base. If this is the case they shall design using a greater depth of formation.

The perimeter drain shall be situated 0.5 metre outside the perimeter edgings / kerbs.

Inspection chambers shall be installed at two corners and rodding eyes at the other two corners of the drainage system. The inspection chamber at the outlet of the system will incorporate a catchment pit.

The drainage of the area shall be a porous stone raft to a depth of no less than 150mm and a 100mm diameter perimeter drain.

If a complete new base is built a geo-textile or a filter layer must be incorporated in the installation of the base above the sub-grade.

The base up to and including the lower base of the approved pitch system shall be no less than 200mm depth. Where the approved system does not incorporate a lower 50mm porous zone, the base shall be 250mm below the approved system. It is essential the base has a water infiltration rate of no less than 100 mm per hour when compact and in service.

The back fill over the drainage tube shall link to the base formation under the approved pitch system. Water must penetrate easily from the base zone to the back fill over the drains and hence to the drainage tube on the outside of the perimeter edgings.

The quality of the base and the drainage materials are specified in this document. Where edgings are used within the design they will conform to the requirements as indicated for practice pitches.

Cross profile drawings of the drainage, base and the approved pitch system, together with layout plans indicating all measurements, shall be provided with the submission

## **12. Soft and Hardball Cricket Facility**

The approved hardball pitch system shall meet the requirements of the Performance Standard. The surrounds system shall provide a vertical ball bounce using a ball suitable for soft ball cricket in accordance with the requirements for school pitches. The system shall also meet the requirements in the Performance Standard for surface evenness, gradients, thickness of materials, markings, surface wrinkles, perimeter fixings (as appropriate), water infiltration rate, particulate fill (if used) and surface traction.

The facility shall accommodate an approved cricket match pitch system in the centre of the area and surrounds on which soft ball cricket can be played providing vertical ball bounce (with the appropriate ball) within the limits specified in the Performance Standard.

The synthetic turf match pitch shall be in accordance with the requirements of the Performance Standard.

Only approved systems for the match pitch using an underlay will be considered.

The Supplier shall determine the final design and must be satisfied that the base and drainage meet the performance requirements indicated in this document (which are based on past research on NTPs) and are suitable for the proposed pitch system in meeting the ECB performance criteria, indicated in the Performance Standard, throughout the lifespan of the installation. The depth of the base below the approved pitch system shall be as indicated for a multi-functional cricket facility.

The Supplier shall ensure the following are taken into consideration when submitting their design and specifications, contract sum analysis, submission and other appropriate documentation. Failure to incorporate the following in the design will result in disqualification of the submission.

## **12.1 Surface**

The surface shall be uniform throughout and when a ball is run across the surface it must not bobble, deviate or bounce significantly, which would make fielding on the area dangerous or detract from the practice or skill of the participant.

The surfaces used shall be of a similar colour match.

The surfaces shall be joined by seaming together with appropriate materials that do not form a lip or detract from the playing performance of the facility. No seams shall be located in the "bowling delivery area", "the popping creases" or "the pitch of the ball area". A drawing indicating the layout of the underlay and the surfacing material must be provided as part of the submission showing clearly the layout of the components and the seams. All seams must have a 100mm fixing on either side of the backing tape.

## **12.2 Underlays**

The underlay, if used over the entire area, shall finish flush or on top of the perimeter kerbs or timber edgings.

The underlay shall be firmly fixed and seamed together, if required, and shall not move in service.

Underlays shall be of uniform thickness throughout.

From a health and safety perspective, the finished surface shall be above or laid over the top of the perimeter kerbs.

## **12.3 Bound or Unbound Material**

The depth of bound or unbound material shall be in accordance with the approved system or systems used.

## **12.4 Base and Drainage**

As indicated for the multi-functional facility.

## **13. Supporting Structures and Reinstatement**

### **13.1 Net Cages**

Net cages shall be in accordance with the ECB Performance and Technical Standard for Cricket Practice Net Cages, Supports and Security Fencing.

The Supplier will provide, at the time of submitting tenders, a full detailed specification. All materials and works used for fencing to be in accordance with manufacturer's recommendations and appropriate British Standards.

These cannot be changed without the approval of the ECB or the Club.

### **13.2 Security Fencing**

Security Fencing shall be in accordance with the ECB Performance and Technical Standard for Cricket Practice Nets Cages, Supports and Security Fencing.



The Supplier will provide, at the time of submitting tenders, a full detailed specification. All materials and works used for fencing to be in accordance with manufacturer's recommendations and appropriate British Standards.

These cannot be changed without the approval of the Club.

### **13.3 Extraneous Works**

Where there is extraneous work such as retaining walls, retaining banks or structures, i.e. sheds, buildings and or removal of foundations, the Supplier will provide design drawings and specifications, plus any relevant other information, indicating all works that will be carried out together with appropriate warranties.

### **13.4 Reinstatement**

If required, the Club will provide design drawings and a specification of works for all areas of the site other than turf, indicating the build up of the profile to be used and the methodology to be carried out in repairing the damaged areas.

### **13.5 Reinstatement of Natural Turf Areas**

Two areas are applicable:

- (1) The marrying in of the facilities with the surrounding grass land.
- (2) Areas damaged as a result of the work on site.

All match and practice pitches will be married into the surrounding ground within the tolerance for surface evenness indicated within the Performance Standard. The area of "marrying in" shall be as large as is necessary and involve "making up" or "cutting into" the surrounding land in order to meet the limits as specified in the Standard. The size of the area shall be agreed with the Club and shall be clearly marked on a sketch submitted at the time of tender, for which a separate price will be submitted.

The Supplier shall be held responsible for the reinstatement of all grass areas damaged around the facility in addition to the marrying in. A unit cost per square metre for such work shall be provided at the time of tender.

Work on natural turf shall be reinstated in accordance with the following:

- (a) The quality of all work on natural turf shall be to the standard as indicated in Table C. In view of the cost of returning to site to mow the grass, the Supplier shall produce a product that once the grass has germinated the sward is capable of complying with the Standard.
- (b) The Supplier will hand the area over to the Club on completion of all work other than grass cutting. However, the Supplier must provide written instructions to the Club on the maintenance of the area following all renovation work.
- (c) Turf areas damaged by the works and any access ways constructed shall be removed and reinstated in accordance with this Section of the specification.

- (d) On completion of the works, there shall be no undulations under a 3 m straight edge, greater than 10 mm, when placed at random anywhere on the reinstated areas.
- (e) All reinstated soil areas shall be cultivated to a minimum depth of 100 mm and greater if required to achieve the quality specified. The company must achieve an 85% ground cover before handover of which 75% are the sown species. No more than 3% weed or moss must be present at the time of handover. On all grass-land areas where the vegetation has been destroyed or, alternatively, the terrain is no longer uniform with the gradients to footpaths and vehicular access, the following works will be carried out:
- i. Where necessary import top-soil to make good any surface gradients and firm by rolling.
  - ii. Abutting all hard standing, fencing, roadway and other non-natural grass structures, the finished firmed level of the soil shall be 12 mm above the adjacent structure.
  - iii. Cultivate by appropriate means, as agreed with the Club, to a minimum depth of 100 mm.
  - iv. The finished tilth shall be in accordance with the requirements of the Club and in this respect the Supplier must allow for going over the ground a number of times.
  - v. Prepare the ground by ridge roller or other means approved by the Club in order to provide a tilth, passing over the ground a number of times in order to firm the soil particles.
  - vi. Lightly harrow in order to produce an acceptable tilth.
  - vii. Adjacent to footpaths, roadways, and other non-soil structures, firm by light rolling and, where appropriate, treading followed by raking in order to form a satisfactory tilth.
  - viii. Sow a mixture of Chewing Fescue 20% or equivalent and Perennial Rye Grass 80%, at 50 grams to a square metre and work into the soil by harrowing or raking as appropriate. The grass seed must be in accordance with the current STRI Approved List and be suitable for the purpose intended.
  - ix. Lightly flat roll the surface to firm.

**Table C - Facility Surrounds Renovations (Natural Turf) - Performance Properties and Limits of Tolerance**

| <b>Performance Property</b>                   | <b>Method of Test</b>     | <b>Requirements</b>       |
|---|---------------------------|---------------------------|
| <b>Thickness Top 100 mm</b>                   | BS 7370 P3 A7 and a ruler | > 100 mm                  |
| <b>Evenness<br/>Surface soil / vegetation</b> | BS 7370 P3 A4             | <10 mm under a 2m st/edge |
| <b>Ground Cover</b>                           | BS 7370 P3 A6             | > 85% even cover          |

|  |                 |   |
|--|-----------------|---|
| <b>Length of grass</b>   | BS 7370 P3 A3   | 12 to 20 mm adjacent to square and the outfield.<br>25 to 35 mm in all other areas. |
| <b>Weed Infestation</b>  | BS 7370 P3 A6   | Broad leaf Nil<br>Narrow leaf 3%  |
| <b>Soil Strength when laid at the side of or within a square</b> | ASSB Motty test | No less than 45 kg  |

## **Section 7 - Research and Development - A Vision for the Future**

### **1. Innovation and Development**

ECB wish to encourage the development of new systems, products and components, therefore, provided the design, strength of structures and components meet the requirements, if appropriate and as indicated in this document, ECB will consider alternative designs and structures. In such circumstances, the technical aspects of this document will be upgraded, as and when appropriate, at the discretion of the ECB Funding and Facilities Manager.

All designs, if not approved, shall have to meet the ECB Performance Standard and become an ECB approved pitch system.

### **2. Cricket Pitches Incorporated in a Multi Use Games Area (MUGA)**

In order to obtain better value for money and ensure facilities are utilised to the fullest extent, ECB wish to encourage the incorporation of cricket facilities in the provision of Multi Sports Parks and Games Areas designed for a number of sporting and recreational activities. The limits within which such a facility shall conform are as follows:

- 2.1 The areas of the facility where cricket is played shall conform to the Performance Standard, incorporating the Design and Technical Requirements, as indicated in Sections 5 and 6 of this document.
- 2.2 The Design of the facility shall be carried out by the designer of an approved pitch system and the batting and bowling ends shall conform to an ECB approved pitch system or systems and the resultant design shall be approved by the ECB NTP Consultant.
- 2.3 The Designer shall submit full detailed specifications and technical drawings for the facility, together with detail of the maintenance and management of the facility when installed.

### **3. Development of a Test for the “Pace of Pitches”**

With the assistance of Labosport Limited, the ECB are developing a test method to determine the pace of a pitch in order to identify the pace of a pitch system. This will be introduced into the Performance Standards for both indoor and outdoor pitches. It is hoped it will also provide an indication as to the bounce of a ball in play and will ultimately be used in the Standard for acceptability purposes.

In the first instance, it will be used in the Standard to determine the pace of a pitch and pitches will be classified accordingly, fast, slow and easy paced.

It is estimated the work will take two years to determine the pace of a pitch system and five years to determine if the test can be used for determine how the ball bounce of a pitch performs in play. Until then, the test used using a bowling machine and a marker board is the only way to provide an indication as to how the ball bounces in play. Because of the difficulties in achieving reproducibility it is not used in the Standard.

Any Club or Supplier wishing to use the test to determine how a pitch is performing in play can obtain a copy of the test method from the ECB Funding and Facilities Manager.

## Suppliers Site Investigation Check List

| Activity   | Checked and Summary Requirements |
|--|----------------------------------|
| Type and number of facilities required and the amount of use to be catered for.  |                                  |
| Who will use the facility?   |                                  |
| Type of facility or facilities.  |                                  |
| The condition of the land, make up, drainage, services running across the land, what the land has been used for in the past and other constraints affecting the provision.   |                                  |
| Direction of the prevailing wind, position of the sun during the afternoon and evening, the effects of the surrounding trees, buildings, adjacent banks, slopes, water courses, ditches etc, and other factors which will prevent the Club obtaining value for money.                              |                                  |
| In establishing the Club's requirements, ensure they are fully aware of the maintenance and management required for the pitches under consideration to the ECB Performance Standards and ensure that the Club will be happy to carry out the maintenance regime to meet the Performance Standards. |                                  |
| Any other areas the Supplier considers relevant to the project provision.  |                                  |

**This check list is designed as an aid to assist the Supplier in the site investigation and there may be other items the Supplier wishes to add.**

[Company Name]  
[Address]

[Date]

Dear [ ]

### **LICENCE AGREEMENT**

This letter sets out the Agreement between the England and Wales Cricket Board Limited (**ECB**) and [company name] Ltd (company number [ ]) of [address] (**The NTP Supplier**) in relation to the use of the Mark in relation to the Services. All definitions are set out in Appendix A.

#### **1. APPOINTMENT**

The term of the Agreement shall be deemed to be from the date of signature of this Agreement and shall continue until terminated in accordance with Clause 6.

#### **2. ECB'S OBLIGATIONS**

In consideration of the payment of £1 (one) pound by the NTP Supplier to the ECB (the sufficiency and receipt of which the ECB acknowledges) the ECB shall grant to the NTP Supplier during the Term the non-exclusive right and licence to use the Mark for the Marketing Activities in the Territory on the Materials on the terms and subject to the conditions set out below.

#### **3. THE NTP SUPPLIER'S RIGHTS AND OBLIGATIONS**

The NTP Supplier represents, warrants and undertakes to the ECB that it shall:

3.1 ensure that:

- (a) the content, nature and proposed use of all Materials which incorporate the Mark or any Intellectual Property Rights or which are to be used for the Marketing Activities;
- (b) each and every element of any Marketing Activity; is approved in writing by the ECB prior to NTP Supplier commencing any such Marketing Activity or prior to the publication or use of the Materials;

3.2 ensure that the Materials conform with any samples approved by the ECB;

3.3 ensure that all Materials are used solely for marketing and promoting the Services and NTP Supplier shall not (and shall not authorise or procure any third party to) sell the Materials, offer the Materials for sale or distribute any Materials other than for the promotion and marketing of the Services;

- 3.4 comply with the Code of Practice at all times and all reasonable requests of the ECB relating to the Code of Practice at all times during the Term;
- 3.5 ensure that all of the Materials are used solely for marketing and promoting the Services;
- 3.6 not use the Mark or the Intellectual Property Rights for any purpose except as expressly provided in this Agreement and in accordance with any usage guidelines notified to the NTP Supplier by the ECB from time to time during the Term;
- 3.7 not make any announcement of the nature or subject of this Agreement without the prior written consent of the ECB;
- 3.8 not adopt, use and/or seek to register any domain names, marks, drawings, symbols, emblems, logos, designations or names confusingly similar to the Intellectual Property Rights or which may be associated with the ECB and/or the Mark and/or the Intellectual Property Rights except as expressly provided in this Agreement;
- 3.9 not knowingly do or suffer to be done any act or thing which will in any way harm or bring into disrepute the good name or reputation of the ECB;
- 3.10 not bring into disrepute, impair or adversely affect, the Intellectual Property Rights or the rights and interests of the ECB in the Intellectual Property Rights;
- 3.11 not make any representation or give any warranty on behalf of the ECB nor create any expense chargeable to the ECB or otherwise pledge the credit of the ECB;
- 3.12 not hold itself out as a supplier to or sponsor of the ECB or otherwise associate itself with the ECB except strictly in accordance with and subject to the terms of this Agreement;
- 3.13 not hold itself out as approved or recommended by the ECB; and
- 3.14 not engage in any joint exploitation of or otherwise enter into any joint marketing or promotion such that either the Mark or the ECB are associated with any third party or any third party's products or services.

#### **4. INTELLECTUAL PROPERTY**

- 4.1 The NTP Supplier acknowledges that, as between the ECB and the NTP Supplier, the ECB is the owner of all rights, title and interest in and to the Intellectual Property Rights and the ECB has the right to authorise the NTP Supplier to utilise the Intellectual Property Rights for the purpose of this Agreement.
- 4.2 The ECB may in its absolute discretion take such steps to obtain trade mark registrations in respect of the Mark as it may deem necessary. The NTP Supplier shall (in the event that the same is/are or become registered) not do or omit to do anything which might undermine the validity of the Mark as registered trade marks.
- 4.3 The NTP Supplier shall not make any alterations to or adaptations to the Mark or any of the Intellectual Property Rights without the express written permission of the ECB. Any such alterations or adaptations will not affect the rights of the parties under this Agreement.

- 4.4 The NTP Supplier acknowledges that all the Intellectual Property Rights together with any goodwill attaching to the Mark shall, as between the ECB and the NTP Supplier, remain the sole property of the ECB. Should any right, title or interest in or to the Mark or the Intellectual Property Rights or any of them or any goodwill arising out of the use of the Mark become vested in the NTP Supplier (by the operation of law or otherwise), it shall hold the same in trust for and shall, at the request of the ECB immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to the ECB and execute any documents and do all acts required by the ECB for the purpose of confirming such assignment. If the NTP Supplier fails to execute and deliver any such document or do any such act within 7 (seven) business days of any request in writing therefore from the ECB, the NTP Supplier irrevocably appoints and authorises the ECB to execute the same on its behalf as its authorised agent.
- 4.5 The NTP Supplier shall at the request and the cost of the ECB (any such cost not to be incurred without the ECB's prior written consent and excluding the NTP Supplier's own in-house costs) assist the ECB in:
- (a) the filing and maintenance of any registration or application for registration of any trade mark or service mark relating to the Mark or the Intellectual Property Rights; and
  - (b) registering the NTP Supplier as a user or licensee of any trade marks, service marks and/or other items of the intellectual property relating to the Mark or the Intellectual Property Rights;
  - (c) any actual or potential action or proceedings against any third party concerning the Mark, the Intellectual Property Rights, the Materials or the Services;
- and to this end will sign and execute any documents or do such other things as may be required by the ECB.
- 4.6 If the NTP Supplier becomes aware of any threatened or actual unauthorised use of the Intellectual Property Rights, the NTP Supplier shall immediately notify the same to the ECB in writing, setting out the facts in reasonable detail.
- 4.7 The NTP Supplier shall have no right to take action against any third party in relation to the unauthorised use by that third party of the Intellectual Property Rights. The NTP Supplier shall have no right or entitlement to any damages or costs recovered by the ECB from any action against any third party for infringement of any of the Intellectual Property rights.

## **5. TERMINATION**

### **This Agreement may be terminated with immediate effect by the ECB:**

- 5.1 if the NTP Supplier is removed and/or suspended from the List of Approved NTP Suppliers;
- 5.2 if the ECB considers the NTP Supplier to have committed a material breach of any of the terms hereof and (where such breach is capable of being remedied) and the NTP Supplier does not procure its remedy within 14 (fourteen) days of receiving a notice specifying the breach from the ECB; or



- 5.3 at any time and without cause by providing 60 (sixty) days written notice to the NTP Supplier.

## **6. EFFECTS OF TERMINATION**

On the expiry or earlier termination of this Agreement:

- 6.1 the rights granted under this Agreement shall revert immediately to the ECB or its licensors and the NTP Supplier shall immediately cease all exercise of those rights. In particular, the NTP Supplier shall immediately withdraw any of the Materials incorporating the Mark or, in the event that withdrawal is not be possible, fully obscure the Mark to the satisfaction of the ECB;
- 6.2 The NTP Supplier shall ensure that all artwork, print sets, reproduction processes and all other items and processes used by or on behalf of the NTP Supplier in connection with the Materials are immediately destroyed or altered to the extent that they may no longer be used to reproduce the Mark. The NTP Supplier shall supply the ECB with written confirmation of the same in such form as the ECB may require.
- 6.3 The NTP Supplier shall immediately deliver up to ECB any of the Materials that incorporate the Intellectual Property Rights (or any of them);
- 6.4 The provisions of Clauses 3.3, 3.5 to 3.10, 4.8, 6 and 7 shall survive the expiry or earlier termination of this Agreement.

## **7. INDEMNITIES AND LIABILITY**

- 7.1 NTP Supplier shall fully indemnify and keep the ECB fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the ECB in consequence or arising out of: any breach or non-performance of all or any of the covenants, warranties, representations, obligations, undertakings or agreements on the NTP Supplier's part contained in this Agreement; and/or the exercise by the NTP Supplier of any of the rights granted under this Agreement.
- 7.2 Subject to Clause 7.3, NTP Supplier acknowledges that the ECB shall have no liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any:
- (a) indirect;
  - (b) economic;
  - (c) incidental;
  - (d) special;
  - (e) exemplary; or
  - (f) consequential loss (and for these purposes consequential loss shall include without limitation all loss of profit, opportunity, anticipated profit, anticipated revenue, business and/or goodwill) loss or damage suffered by the Licensee in relation to this Agreement even if the ECB has been advised of the possibility of such damages or losses.

7.3 The ECB shall have no liability to NTP Supplier for any personal injury to or death of any of the NTP Supplier's employees, agents or subcontractors unless caused directly by a negligent act or omission on the ECB's part.

## **8. ASSIGNMENT AND LICENSING**

The NTP Supplier shall not without the prior written consent of the ECB assign, transfer, create any trust over, charge or deal in any other manner with or assign, novate, transfer or otherwise dispose of this/all or any part of the Agreement or grant, declare, create or dispose of any right or interest therein or any benefit therein nor subcontract any or all of its obligations under this Agreement.

## **9. FORCE MAJEURE**

Neither party shall be liable to the other for its inability to perform any obligation under this agreement where such inability is caused by civil war, riot, revolution, act(s) of terrorism, sabotage, storm, earthquake, flood, explosion, fire, labour disputes or strikes, act(s) of government or by any other cause not within the reasonable control of the party claiming to be affected.

## **10. NO PARTNERSHIP**

Nothing in this Agreement shall be construed as constituting a partnership, joint venture or agency between the ECB and the NTP Supplier.

## **11. ENTIRE AGREEMENT**

This Agreement constitute the sole and entire understanding of the parties in relation to the subject matter of this Agreement and supersedes all previous agreements, representations and arrangements between the ECB and the NTP Supplier (either oral or written) with regard to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement.

## **12. WAIVERS, AMENDMENTS, ETC.**

12.1 No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

12.2 No provision of this Agreement may be amended, waived, modified, discharged or terminated otherwise than by the express written agreement of the parties hereto nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the party not in breach.

12.3 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

## **13. COSTS**

Each party shall be responsible for its own legal and other costs incurred in relation to the negotiation, preparation and execution of this Agreement.

## **14. NOTICES**

- 14.1 Any notice or other communication to be given under this Agreement shall be in writing in English and shall be delivered by hand, sent by prepaid first class post, (or registered airmail in the case of an address outside the United Kingdom) or sent by facsimile to such address or facsimile transmission number as the receiving party has specified to the sending party.
- 14.2 Any notice or other communication given or made under this Agreement shall, in the absence of earlier receipt, be deemed to have been received as follows:
- (a) if delivered by hand, at the time of actual delivery;
  - (b) if posted, on the second clear business day or, in the case of airmail, the fifth clear business day following the day on which it was despatched by pre-paid first class post or, as the case may be, registered airmail; or
  - (c) if sent by facsimile transmission, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted,

provided that a notice given in accordance with the above but received on a day which is not a business day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next business day at the commencement of normal business hours in the place of receipt.

## **15. GOVERNING LAW**

This Agreement shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the courts of England.

Please indicate your agreement by signing, dating and returning the counterpart of this Agreement to myself.

Yours sincerely

**ECB**

[Insert Name] Ltd

Agreed and signed by:

Name:

Date:

Address:

**Definitions**

|  |  |
|--|--|
| <b>Approved Systems</b>                      | Systems approved by the ECB and governed by the Code of Practice for the installation of non- turf cricket facilities  |
| <b>Code of Practice</b>                      | The performance standards and particular systems for installation relating to non-turf cricket facilities as may be amended by the ECB and notified to the NTP Supplier from time to time  |
| <b>Intellectual Property Rights</b>          | All copyright and other intellectual property rights in whatever media whether or not registered including (without limitation), database and compilation rights, patents, the Mark, trade marks, service marks, trade names, registered designs, all other industrial commercial or proprietary rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction owned by or licensed to the ECB |
| <b>List of Approved NTP System Suppliers</b> | A list of companies providing Approved Systems that, as far as the ECB is aware, comply with the Code of Practice, which is compiled, and amended by the ECB from time to time   |
| <b>Mark</b>                                  | The trade mark(s) set out in Appendix B or such other marks as notified by the ECB to the NTP Supplier from time to time   |
| <b>Materials</b>                             | Any marketing materials produced by or on behalf of the NTP Supplier in connection with the Marketing Activities or under this Agreement including without limitation any letterhead, marketing or advertising materials (including any proofs)  |
| <b>Marketing Activities</b>                  | Marketing activity carried out by the NTP Supplier and approved by the ECB in writing such as print and internet advertising for the promotion of the Services   |
| <b>Services</b>                              | The design, installation and/or supply of Approved Systems by the NTP Supplier for the installation of non-turf cricket pitches  |
| <b>Term</b>                                  | The term set out in Clause 1   |
| <b>Territory</b>                             | United Kingdom   |

**Mark**

[insert trade mark (s)]