

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

## 1 General Introduction

In addition to the Framework Supplier's standard materials and construction warranty, the Framework Contractor shall warranty the performance of the pitch as detailed in this document.

## 2 Definitions

Warrantor	The Framework Supplier		
Warrantee	The Employer to whom the warranty is issued.		
Commencement Date	The date the warranty commences. Unless otherwise specified this shall be the Date of Practical Completion		
Intended Use	<u>Football pitches</u>  Football, small-sided football (all forms), football training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.		
	<u>Rugby pitches</u>  Rugby, Tag – rugby small-sided rugby (all forms), rugby training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.		
	<u>Hockey pitches</u>  Hockey, small-sided hockey (all forms), hockey training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.		
Playing hour	The estimated usage of the pitch based on a combination of competitive match play and small-sided sports activities (cross-pitch play) and training activities.		
	One playing hour shall be defined as the following number of players using the pitch.		
	Principal sport	Pitch size	Number of players
	Football	Full size	22 players
	Football	60m x 40m	14 players
	Rugby	Full size	30 players
Hockey	Full size	22 players	

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

	<p>An 11 a-side football game = 22 players x 90 minutes = 1.5 playing hours</p> <p>A 15 a-side rugby game = 30 players x 80 minutes = 1.3 playing hours</p> <p>An 11 a-side hockey game = 22 players x 70 minutes = 1.2 playing hours</p> <p>If cross-pitch or mini-pitch football use results in a higher number of players using the pitch the hourly usage shall be adjusted on a pro-rata basis.</p> <p>E.g. four mini football pitches each having teams playing 5v5 for 1 hour = 10 players x 4 teams = 40 players. <math>40 / 22 = 1.8</math> playing hours</p>
--	--

### 3 Limited Warranty

Subject to the limitations and conditions set forth herein, the Warrantor warrants to the Warrantees (the "Limited Warranty") that:

1. The pitch has been designed, constructed and built with materials that are suitable for the intended use.
2. The pitch has been designed and constructed with materials that are suitable for the geographical location of the pitch.
3. The pitch and the manner of its installation conform to the Warrantor's method statement and material specifications, as provided to the AGP Framework 2020.
4. The pitch is free from defects in materials or workmanship;
5. The pitch will remain suitable for the Intended Use throughout the entire Limited Warranty Period as set forth.

### 4 Limited Warranty Period

- 4.1 The Limited Warranty set forth shall apply for the periods of time detailed below, commencing on the Commencement Date. The Limited Warranty periods detailed herein are collectively referred to as the "Limited Warranty Period".

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

#### 4.2 Performance warranty

It shall be warranted that at any time during the Warranty Period, the pitch will comply with the required level of field performance as detailed below. The performance warranty shall expire whenever the age of the playing surface exceeds the specified time period, or it has been subjected to the specified number of playing hours, whichever comes first.

The warranty is subject to the pitch being only used for the defined intended use, for the estimated playing hours and being correctly maintained in accordance with the Warrantor's instructions.

##### 4.2.1 Football pitches

###### Fields to be used in FA Step 1 and 2 competitions

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality Pro
Month 12		Annual re-test	
Month 24		Annual re-test	
Month 36		Annual re-test	
Month 48		Annual re-test	
Month 60	≥ 7500	Performance warranty expires	
Month 60		Annual re-test as long as field still complies	
Month 72			
Month 84			
Month 96			

###### Fields to be used in FA Step 3 – 6

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality
Month 12		Annual re-test	
Month 24		Annual re-test	
Month 36		Annual re-test	

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

Month 48		Annual re-test	
Month 60		Annual re-test	
Month 72		Annual re-test	
Month 84		Annual re-test	
Month 96	≥ 12,000	<b>Performance warranty expires</b>	

Fields to be used in FA Step 7 and below competitions

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality
Month 12		-	
Month 24		-	
Month 36	≤ 4,500	Triennial re-test	FA Register
	≥ 4,500		
Month 48		-	
Month 60		-	
Month 72	≥ 9000	Triennial re-test	
Month 84		-	
Month 96	≥ 12,000	<b>Performance warranty expires</b>	

#### 4.2.2 Rugby pitches

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	World Rugby Regulation 22
Month 12		-	
Month 24		Biennial re-test	
Month 36		-	
Month 48		Biennial re-test	
Month 60		-	
Month 72		Biennial re-test	

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

Month 84		-	
Month 96	≥ 12,000	<b>Performance warranty expires</b>	

#### 4.2.3 Hockey pitches

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIH field certification as detailed in Project Brief
Month 12		-	
Month 24		-	
Month 36		Triennial re-test	
Month 48		-	
Month 60		Biennial re-test	
Month 72	≥ 9000	-	
Month 84		Biennial re-test	
Month 96	≥ 12,000	<b>Performance warranty expires</b>	

#### 4.3 Materials

It is warranted that the materials and components contained in the synthetic turf system fully satisfy the requirements of the AGP Framework (2019 – 3) Employer's Requirements, applicable at the time the pitch was constructed.

##### 4.3.1 Product warranty

For a period of EIGHT years from the Commencement Date the synthetic turf will not suffer any abnormal wear based on the manufactured product in accordance with the relevant requirements of:

- *FIFA Quality Programme for Football Turf*
- *World Rugby, Rugby Turf Performance Specification*
- *FIH Hockey Turf and Field Standards*

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

#### 4.3.2 Synthetic turf carpet

##### 4.3.2.1 Tuft bind

It is warranted that the tuft bind properties of the synthetic turf carpet will meet the requirements as defined in the AGP Framework (2019 – 3) Employer's Requirements.

##### 4.3.2.2 Dimensional stability

It is warranted that the synthetic turf carpet is dimensionally stable and meets the requirements as defined in the relevant requirements of:

- *FIFA Quality Programme for Football Turf*
- *World Rugby, Rugby Turf Performance Specification*
- *FIH Hockey Turf and Field Standards*

For the purposes of this warranty the following applies to football and rugby surfaces:

- carpet rucks are defined as any crease that adversely affects a rolling ball or causes the playing surface to exceed the surface regularity requirements of the FQPFT;
- carpet shrinkage is defined as any carpet movement that results in a gap of more than 10mm developing or the separation of any carpet joints;
- line markings are considered to have distorted if they move beyond +/- 20mm of a tensioned string line joining their ends or +/- 50mm of their original position.

For hockey pitches the requirements of the *FIH Hockey Turf and Field Standards* Part 3, Clause 4.6.2 apply.

##### 4.3.2.3 Synthetic turf carpet joints

It is warranted that the method of joining the rolls of the synthetic carpet and fixing all inlaid line markings will withstand the effects of play, maintenance and the prevailing climate for a period of eight (8) years, such that excessive joint failures will not occur. It is also warranted that if localised joint failures do occur, the Warrantor will return to the site as soon as reasonably practicable to make good the failure.

A joint failure is defined as delamination of a bonded joint by a length of more than 50mm and a width of more than 10mm from the edge of the carpet roll or the tearing of a stitched joint.

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

#### 4.3.3 Performance infill (if applicable)

It is warranted that the performance infill has been manufactured with adequate abrasion resistance and UV stabilisation to ensure adequate performance and colour retention for a period of eight (8) years.

#### 4.3.4 Stabilising infill (if applicable)

It is warranted that the stabilising infill has adequate abrasion resistance to ensure adequate performance for a period of eight (8) years.

#### 4.3.5 Shockpad (if applicable)

4.3.5.1 It is warranted that the shockpad will retain its shock-absorbing characteristics for a period of at least sixteen (16) years.

For the purposes of this warranty, this shall mean that the shock absorption remains within 90% of the manufacturer's declared value, as reported in the Product Test Report.

4.3.5.2 The shockpad will be dimensionally stable.

4.3.5.3 The drainage characteristics (vertical or horizontal) of the shockpad will be retained for a period of sixteen (16) years.

4.3.5.4 The shockpad will be fit for reuse when the initial synthetic turf surface is replaced.

### 4.4 Construction

#### 4.4.1 Drainage

It is warranted that the drainage system has been designed and constructed to ensure that for a period of at least sixteen (16) years, it will:

- a) ensure that all surface water is removed from the pitch either through vertical or horizontal drainage at a rate to ensure that no surface flooding will occur through rain at the highest intensity that may be expected to occur once every five years.
- b) protect the pitch from the effects of ground or surface water from the surrounding areas.
- c) ensure that water does not collect in the construction to a degree that it results in a reduction of the load-bearing capacity of the formation or damage to the construction from the effects of frost.

AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

#### 4.4.2 Base and sub-base

It is warranted that the base and sub-base have been designed and constructed to ensure that for a period of at least twenty (20) years, they will:

- a) resist the effects of frost or drought that may be expected to occur in a return cycle of once every 50 years.
- b) provide adequate stability that the playing surface does not move outside the specified tolerances for surface regularity over a period of eight years.

#### 4.4.3 Ancillary items

It is warranted that permanent ancillary infrastructure (lighting, perimeter edging, fencing, access ways, etc.) constructed as part of the pitch will remain free of all defects, corrosion or failures etc., other than fair wear and tear and deterioration, for a period of ten (10) years.

### 5 Limitations of warranty

#### 5.1 This warranty shall not apply if:

- a) the pitch is used for any activities other than the Intended Use.
- b) the pitch is not maintained in a manner that is in accordance with the Warrantor's written maintenance instructions using the maintenance equipment supplied by the Warrantor and materials (infill etc.) supplied by or in accordance with the Warrantor's specifications.
- c) there is any defect or damage caused by:
  1. burns, cuts, accidents, vandalism, abuse, negligence or neglect;
  2. use of inappropriate footwear or sports equipment;
  3. repairs undertaken by third parties not authorised by or acting on behalf of the Warrantor;
  4. the use of cleaning chemicals, herbicides or pesticides not specified in the Warrantor's maintenance procedures;
  5. cases of force majeure or other conditions beyond the reasonable control of the Warrantor and not identified as potential risks during the design phase of the pitch's construction, such as (but not limited to) natural disasters, fire, flooding or atmospheric pollution.

#### 5.2 The duration of the warranty will be reduced pro rata if the use of the pitch exceeds the annual usage figure detailed in clause 4.2.



AGP Framework 2020		<b>Football</b>  <b>Foundation</b>		
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

## 6 Warranty Repairs

- 6.1 Any required Warranty Repair shall be investigated by the Warrantor within five (5) working days, after receiving written notice of any defect.
- 6.2 The Warrantor shall make all necessary investigations to determine the cause of the failure and submit proposals for undertaking the Warranty Repair for review and approval by the Warrantees. All such proposals will be based on industry best working practices.
- 6.3 Any required Warranty Repairs shall be initiated by the Warrantor within a reasonable time period, as agreed with the pitch operator.
- 6.4 The repaired or replaced portion of the pitch will be warranted for the balance of the Limited Warranty Period.

## 7 Warrantor's liabilities

- 7.1 The Warrantor's proposals shall include an estimate of the repair or replacement costs. These shall be based on the unit rates detailed in the tender contract sum with an appropriate allowance for inflation and establishment expenses etc. The costs shall be agreed with the Warrantees prior to repair works commencing.
- 7.2 If a warranty defect occurs within 24 months of handover of the pitch, the Warrantor shall be financially liable for One Hundred percent (100%) of the replacement or repair costs.  
  
If a warranty defect occurs after 24 months of the pitch being handed over, the Warrantor's financial liability shall be limited to a percentage based on the time remaining on the warranty. For example, if a defect is found in year five of the eight-year warranty, the Warrantor will be liable for  $(8-5)/8 = 37.5\%$  of the replacement or repair costs.
- 7.3 If the scheduling of repairs or replacement or the undertaking of the works means that the pitch is out of use for more than seven (7) consecutive days, the pitch operator shall be entitled to compensation from the Warrantor for any consequential loss.

## 8 Insurance Backed Guarantees

All warranties shall be Insurance Backed Guarantees (IBG) underwritten by a UK company who are authorised and regulated by the UK Financial Services Authority.

