

## **1.0 General**

1.1 We will sell and you will purchase the goods subject to these conditions. These conditions set out the entire agreement between you and us, save for any variations agreed in writing by us and attached hereto.

You are responsible for ensuring that your order is accurate and for providing us with such information, as we require to complete the order. These conditions and the contract shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts.

## **2.0 Pricing**

All quotations are valid for a period of 90 days from the date shown on the quotation. After which time Playscheme will review the prices. You will be notified of any changes to the quotation.

We reserve the right, by giving notice to you at any time before delivery, to increase the price of goods to reflect any increase in the cost to us which is due to delay caused by your instructions, or failure to give us adequate instructions. All quotations are subject to and assume suitable ground conditions and access to the proposed play area.

The company reserves the right to charge the customer additional costs should access or ground condition issues apply. The company also reserves the right to charge the customer for any delays in commencement or continuation of the works due to inadequate access, or any other delays caused by other parties outside the company's jurisdiction. In these circumstances, an hourly or daily charge may be incurred by the customer as applicable.

All equipment purchased or acquired by the customer will be subject to an assembly and installation charge which will be agreed separately with the customer at the time of quotation or ordering. Production lead times are calculated from the date of receipt of your signed order acknowledgement and deposit cheque.

## **3.0 Specifications**

If the goods are to be manufactured or any process to be applied to the goods by us in accordance with a specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses incurred if you request changes.

## **4.0 Payment**

A deposit may be due at the time of placing an order. You will be notified of this in writing. All deposits are non refundable. Full payment is required immediately upon completion of the works.

Should Playscheme be requested to supply and install equipment not manufactured or supplied by the company, for example by a separate supplier chosen by the customer, full or part payment may be required at the time of purchasing or receipt of order from the customer including delivery.

Where we have agreed special discount, payment or other terms with you, these shall be strictly subject to your compliance with these conditions and such terms shall cease and revert to our standard terms upon your non compliance.

## **5.0 Delivery and Installation**

On receipt of an order, an expected date of delivery of the goods and an approximate date for the commencement and duration of the works will be provided.

Although the company will always endeavour to meet these timescales, they cannot be held responsible or liable for any delays, particularly those resulting from adverse weather conditions, amendments to the requirements as requested by the customer or any such delays caused by other parties outside the company's jurisdiction.

The company cannot be held responsible or liable for any financial losses incurred by the customer for any delays relating to the commencement or completion of the projects.

The customer is responsible for the provision of all planning consent for the installation of equipment and surfacing. Prior to commencement of all works, the customer is responsible for providing all details of services, such as underground pipe work and cables.

The company cannot accept any responsibility for any planning issues following commencement of works.

All excavation works will be undertaken with the utmost care, however, the company will not be liable for any loss or damage caused or perceived to have been caused by our actions.

You acknowledge that installation of safety surface is completed by a specialist team and may not take place at the same time as installation of equipment.

## **6.0 Overdue Accounts**

We shall be entitled to charge interest (calculated pro rata on a daily basis) on overdue accounts from the date payment is due in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the actual date of payment. We shall be entitled to cancel the contract or withhold delivery of the goods to any customer whose accounts become overdue.

If payment of any goods is overdue whether in whole or in part, we reserve the right to enter upon your premises and take possession of goods and/or re-sell the goods or such of them as we deem necessary in order to recover the amount of overdue payment together with any costs incurred by us hereby. For these purposes, you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

## **7.0 Return of Goods**

All transportation charges relating to the return of goods will be borne by you unless otherwise agreed in writing and the risk in the goods shall remain with you until the goods are received by us and any goods so returned are dispatched by you at your own risk.

We will, at our discretion, replace whenever possible goods found to be of faulty manufacture after examination. We will return goods after examination if they are found to have no fault or defect.

## **8.0 Cancellations**

The company will reserve the right not to accept cancellations for the supply of equipment following receipt of a customer's order.

We also reserve the right to charge for all equipment which is in the process of manufacture or dispatch to the customer.

## **9.0 Ownership**

The ownership of the equipment or goods will remain the property of the company until payment for the goods has been received in full.

## **10.0 Maintenance and Servicing Inspections**

All equipment and safety surfacing installed by Playscheme is in compliance with BS EN 1176 and BS EN 1177 respectively as interpreted by Playscheme.

A post installation inspection will be undertaken by the company on completion of the project.

It is strongly recommended that regular inspections, servicing and maintenance schedules are implemented and are carried out by competent persons. Visual inspections are recommended on a daily basis, particularly if the play area is in frequent use. It is also recommended that all inspections, servicing and maintenance details are logged and that all records are securely stored for reference.

## **11.0 Guarantees**

All equipment and installations are guaranteed for a period of one year from the completion date of the works. This guarantee covers defective equipment, materials or workmanship, excluding vandalism, misuse or any event beyond the direct control of the company.

Round timber materials are guaranteed against decay or insect infestation for a period of fifteen years.

For Safety surfacing products carry the following guarantees: Lawnmat - 5 years; Black Wetpour - 5 years; Coloured Wetpour - 5 years. The labour element of these products carries a one year warranty. Normal wear and tear, vandalism, Acts of God and damage caused by activities outside the uses for which the surfacing is intended are excluded from the terms of the guarantee.

In the event of damage caused by others, or external circumstances, costs can be provided for such repairs or rectification works on request.

## **12.0 Further Information**

If you would like to contact Playscheme for further information or to discuss a project, we would be delighted to speak with you. Please contact us by telephone or email. S J Danby Ltd T/A Playscheme is registered in England.