


## Multi-Use Games Area (MUGA), Skate Park and Six Acres

Our Multi-Use Games Area (MUGA) was damaged in the storms over the May Bank Holiday. We are looking at options to either repair or replace it. It may also be an opportunity to look at upgrading the games surface.

Quotes have been sought for both repair/refurbishment or replacement with new boundary fencing/boarding. The only quote received so far has been for the clearing of the existing boarding from the site, at a cost of £2100 plus VAT from Eastern Play Services Ltd (attached as Appendix A to this report) who state that the Games Area is not safe in its current state. The most recent report from the play inspector (9<sup>th</sup> June '21) is summarised below:

10 - Low Risk	
<b>Item:</b>	Site General
<b>Manufacturer:</b>	Owner/Operator
<b>Surface Type:</b>	N/A
<b>Item Quantity:</b>	1
<b>Equipment Compliance:</b>	N/A
<b>Surface Area Compliance:</b>	N/A
<b>Total Findings:</b>	3
	
<b>Finding 1</b>	<b>Finding 2</b>
There are areas or parts of the timber on the structure that have rotted - Replace all affected timbers	Rot at base of several posts - Consider planning to replace
<b>Finding 3</b>	
Fencing panels disconnected - Remove	

The area is likely to continue to deteriorate, and the boarding can not be left in situ as this is likely to represent a risk of itself.

At the Community Engagement Day on 3<sup>rd</sup> July there were a number of requests for smaller football goals with nets, which could be achieved if the seating was taken out and now boundary fencing installed. Other requests included the provision of a 3G Astro turfed area and outdoor table tennis table(s). Outdoor Gym Equipment was also popular as part of further development of the Six Acres and Recreation Ground.

West Suffolk Families and Communities team has been assisting the clerk with developing an engagement day in the late summer to further consult on future improvements to the skate park and any development of Six Acres. This would be likely to include an arts workshop to address the Graffiti at the skate park, which could include repainting panels in the shelter and/or boarding with graffiti art. Costs for this will be referred to the Estates Committee at its August meeting.

The most pressing issue is guidance for the Estates Committee on whether to proceed on the basis of looking at removal of the existing boarding and replacing with new fencing, or options for replacing the rotting posts and re-boarding. There is funding for the Teen project replacement in earmarked reserves (£12,500) which could form the basis of seed funding for a larger grant application.

**Action:**  
**Councillors discuss and agree on a route forward for the Estates Committee to research and develop.**

Hilary Workman  
 Clerk & RFO  
 July 2021



FAO Hilary Workman

EPS  
Office 3  
Red House Barns  
Ashbocking  
Ipswich  
IP6 9LD

Date: 02/06/2021

Quote Ref: EPS/RFMUGA

Tel: 01473 785269  
Mobile: 07933167368  
E-mail: ryan@easternplayservices.co.uk

Dear Hilary

It is our pleasure to supply you with our quotation to carry out the following works.

**RE: Removals of old Muga**

Quotation Details



Remove old rotten Muga and reinstate post holes with black die concrete and make safe for public.

- Labour
- Waste removed
- Repairs to Tarmac with black die concrete.

Registered address: Office 3, Red House Barns, Ashbocking, Ipswich, Suffolk, IP6 9LD

Company number: 10193980 VAT number: 242 4516 28

Eastern Landscapes & Fencing is a division of Eastern Play Services Ltd



Sub Total:	£2,100.00
VAT:	£420.00
Grand Total:	£2,520.00

This quotation is valid for 30 days from the date given above and if acceptable we would require written confirmation or a purchase order number.

Yours sincerely,

**Eastern Play Services**

**Contracts Manager - Ryan Finch.**

**TERMS AND CONDITIONS OF ACCEPTED CONTRACT WITH  
EASTERN PLAY SERVICES (EPS)**

**Terms & Conditions**

'The Company' referred to within these terms includes 'Eastern Play Services Ltd' or it's trading division 'Eastern Landscapes and Fencing'.

**Quotation**

The quotation provided is valid for a period of 30 days. Acknowledgement and acceptance of the quoted works proposed, is made by the client accepting the agreed works within the 30-day period, at which time the client will be bound by all terms and conditions set out in this quote and the quote becomes a legally binding contract for works. If, during the contract, additional works are requested by the client or necessary works are identified that were impossible to identify at the point of survey, an additional quote will be proposed and works continued after acceptance.

Cancellation of works within seven days of an agreed start date may incur expenses to include: administration charge of £200+VAT, labour at a day rate of £240 + VAT and reimbursement in full for any materials purchased.

**General**

- Extra work undertaken over and above the main contract will incur further costs. The Company may vary the contract price set out in the original agreed quotation where services provided differ from or in addition to those set out in the agreed quotation, either at the specific request of the client or to the fact The Company have been required to complete additional work which was not foreseeable or anticipated at the time of offering the agreed quote or due to fluctuating market prices of materials.
- Maintenance to the works has not been allowed for unless specifically included within the quotation.
- It will be the responsibility of the client to advise of the positioning of all mains services. The Company accepts no responsibility for damage caused to mains services not notified.
- Timber is a natural product and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather conditions will cause a reaction. Certain conditions may cause products to split, lose shape or warp. This is natural and in all but the most extreme cases, normal shape will be resumed. Timber will contain knots and sap, the timber may swell, shrink and/or warp which can cause splitting to occur. This is to be expected and is not a defect. The Company cannot be held liable and/or responsible to exchange goods or to refund monies in these events. This meets with British Standards: ENISO9000;1722, parts: 4,5,6,7 and 14 - No. 3470
- We reserve the right to use any drawings, photographs or plans undertaken by us for any future publications or displays whilst ensuring the anonymity of the respective client.
- All materials and machinery left on site during works become the occupier's responsibility once employees have left the site.

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- The Company's liability to the Buyer whether for any breach of the Contract or otherwise shall not, in any event, exceed the Contract price and the Company shall be under no liability for any consequential or indirect loss suffered (including but not limited to loss of profits) or liability to third parties incurred by the Client.

#### **Weather conditions**

- Landscaping operations are very dependent on the weather and season. We endeavour to carry out the works at the appropriate time but accept no liability for delays caused by adverse weather conditions.
- Work undertaken out of the season or in unsuitable weather conditions will be on written instructions only, so that suitable provision can be made, or it will be at the Client's risk.
- In extreme changes of weather conditions, certain plants and materials, such as terracotta, some natural stone and other paving can be affected, suffering damage if not protected. The client should take the necessary precautions to prevent damage as this is out of our control.

#### **Specific to Landscape Division**

- Watering, where applicable for landscape works, has not been allowed for within our quotation and once the contract has been completed becomes the responsibility of the client.
- Nursery stock supplies are not inexhaustible. Should any plant be unavailable, we reserve the right to negotiate substitutes with the Client.
- We accept no responsibility for the defects over and above failing to break out into leaf unless a formal maintenance contract is entered into.
- To keep within the guarantee of various water pump manufacturers and to prolong the life expectancy, the Client is responsible to follow manufacturers guidelines, especially winter care and protection. The Company will replace a defective pump within 3 months of installation after which the client must deal with the manufacturer direct if still within the guarantee period.

#### **Site Surveys**

All site surveys, where possible, will be carried out by EPS or an elected body/contractor on behalf of EPS. Where the client provides their own surveys, measurements or other information in respect of the project, EPS will not be held responsible or accountable for incorrect information and reserve the right to increase the quote for any additional works as a result of this information being incorrectly provided.

#### **Client responsibility**

It is the responsibility of the client to ensure that all measures are in place to allow for uninterrupted access to the site for the contractor during normal work hours (unless otherwise agreed in writing), all official bodies have been informed and any necessary permission and consents obtained (schools, local authorities, landlords, councillors) which may be required before commencement of any works.

Site surveys are, by necessity, completed ahead of works commencing. Any site conditions agreed at time of survey remain the responsibility of The Client. Failure to prepare the grounds in accordance with survey ahead of commencement will incur additional costs including but not limited to: delayed labour charges of £240 per man per day, any materials already ordered or supplied, and administrations fees of £200+VAT.

#### **Payment**

- Payment terms are strictly 30 days from date of invoice by BACS. Invoices will be presented on completion of all works and any agreed inspection by the client or appointed contractor/client inspector prior to sign off. Inspection and subsequent sign off will take place no more than 2 working days following notice of completion of works. Any problems will be notified in writing within this timescale.
- If payment is not made on the Due Date then the outstanding debt shall bear interest at the rate of 8% per annum above the Bank of England base rate, calculated pro rata during the period from the Due Date until actual payment (as per statutory rates set by late payment legislation of 16th March 2013).
- The Company reserve the right to a late payment administration charge of £200+VAT for chasing late payments, and any expenses incurred if further action is required, this includes but is not limited to legal advice, court fees and debt recovery expenses.
- You, The Client, are responsible for and agree to reimburse us for all claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of late or non-payment.



- If any Goods delivered by the Company prove to be defective the liability of the Company shall (so far as it is prevented by law) be limited to replacing the defective Goods or refunding the money to the Customer for the said Goods and the Company shall not be liable for any economic or consequential loss suffered by the customer in respect of such defect.
- Title and ownership of the materials and equipment will not pass until final payment is made. The Company can recover any materials, tools or hired items in the event of non-payment. The customer agrees to allow access to the site for this purpose.
- The Company reserves the right to withdraw from a site if the contract payment schedule is not adhered to as prescribed by The Housing Grants, Construction and Regeneration Act. Any subsequent delay will not result in any liability to The Company. Once we withdraw from site for non-payment return will be our convenience and in consideration of other projects or works being undertaken in the interim and requiring completion.
- The Company shall not be liable for failure to deliver the Goods for any reason whatsoever outside the reasonable control of the Company including, without limitation to the generality of the foregoing, industrial action, war, storm, fire, explosion, flood, governmental actions or regulation, act of God, riots, strikes, lock-outs, or non-availability of stocks or materials. Any failure of this type shall not affect the obligation to pay for Goods already delivered.