

Multi-Use Games Area (MUGA)

Current Situation:

Work to repair the damaged tarmac area, remove and dispose of the delapidated basket ball hoop and supply and install green Bow Top fencing to a height of 1.2m (**Min. 21.09.18** refers) was completed in February '22.

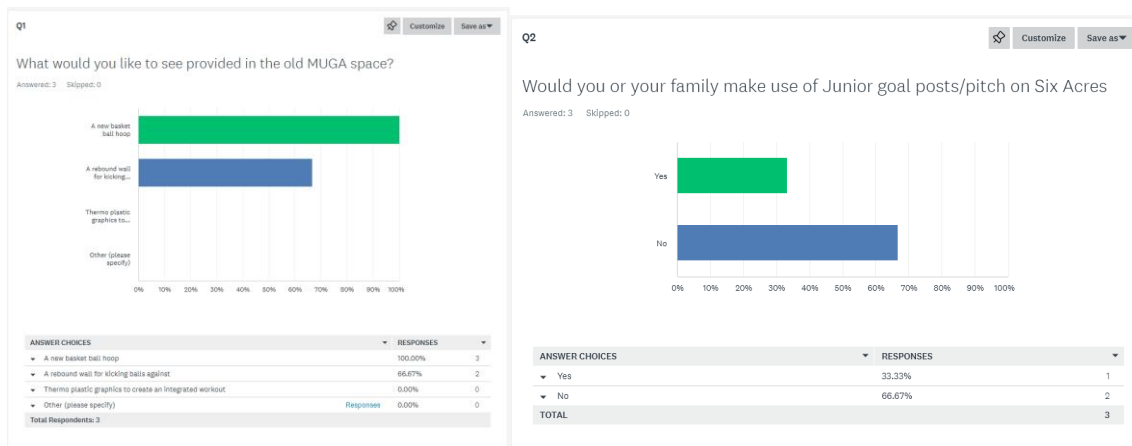
A full history of approaches considered to bring the MUGA back into use is summarised in the report considered by the parish council at its meeting in September '22, when it asked the clerk to:

undertake further mini-consultation(s) using voting buttons to establish the level of demand and/or support for:

- *Purchase of a new basket ball hoop to be sited on or near the old games space (approximately £800.00 plus VAT)*
- *Investigate sustainable boarding which could be installed for balls to be kicked against (Rebound walls £150 - £250 plus VAT)*
- *Purchase of smaller goal posts (21' x 7') and marking up of a junior sized pitch on Six Acres (a pop up goal post costs in the region of £250 plus VAT).*

and to report back to the Estates Committee.

An online consultation through survey monkey throughout the autumn '22 resulted in three responses (despite being widely promoted through the website, facebook, and in the clerk's newsletter included in The Scene and Parish Pump).



A full summary of the responses is attached as Appendix A.

The clerk also established through the process of renewing the Six Acres Agreements that there is currently no junior football team in Wickhambrook.

The clerk invited a number of suppliers to make suggestions and quote for options to bring the MUGA space back into use, and two companies have met with her on site to look at options.

The options suggested are:

- | | | |
|------------------|--|-------------------|
| 1. Caloo | Multi Wall | Appendix B |
| 2. Sovereign | A more traditional combined goal and basketball hoop | Appendix C |
| 3. Creative Play | Combi-goal Timber and kickboards | Appendix D |

Hilary Workman
Clerk & RFO
January '23

WPC.EC.23.02.04 – Multi-Use Games Area

The most striking option, and that which appears initially to meet the parish council's brief in September, is option one:



Councillors could choose from a [range game panels](#). Thermoplastic markings could be added at a later date following re-surfacing. The total cost of the project quoted is £11,957 plus VAT.

Sovereign also supply a Multi-Use Goal option, see below, quoted at £6694 plus VAT.



The option proposed by Creative play is also Timber, and could (dependant on site survey) be sited into the corner of the MUGA space. Cost quoted is £6722.40 plus VAT.



£5,000.00 is allocated in the current budget (Projects – Teen Project – MUGA & SP Replacement). There are no remaining Earmarked Reserves, but £2,500.00 allocated to Six Acres development. The parish council has also just received an offer of £1941.90 from BT for Wayleave relating to Coltsfoot Green. Additionally, the clerk could apply for local grants for offset some of the cost if a proposal is approved by the parish council.

Hilary Workman
Clerk & RFO
January '23

WPC.EC.23.02.04 – Multi-Use Games Area

The parish council has the following powers:

- Power to provide and maintain land for public recreation - Public Health Act 1875, s.164
- Power to provide sports facilities and staff in or outside of the council's area or contribute towards the expenses of any voluntary organisation or local authority that provides sports facilities etc. in or outside of the council's area - Local Government (Miscellaneous Provisions) Act 1976, s.19

Due to parish elections this year, and the pre-election period, a decision on spending for this should either be reached at the February meeting, or be taken by the council after the elections in May.

The Estates committee considered the options from Caloo and Sovereign Play (Appendices B and C respectively) at its meeting on 2nd February and favoured the wooden option from Sovereign, which they considered was more sympathetic to the landscape of Six Acres.

Action:

The parish council consider the options presented in appendices B-D and agree a supplier for installation of a combined goal end/basket ball hoop with kickboards in the old MUGA space.

Recommendation

The parish council authorise the cost of installation of a combined goal end/basket ball hoop with kickboards in the old MUGA space a cost of not more than £7000 plus VAT and ask the clerk to apply for relevant grant funding where identified to seek to reduce the overall cost to the council.

Reports:

[WPC.EC.23.02.04](#)
[WPC.22.09.09](#)
WPC.EC.22.09.05
[WPC.22.07.10](#)
[WPC.22.01.07](#)
[WPC.EC.21.12.03](#)
[WPC.EC.21.10.03](#)
[WPC.EC.21.08.05](#)
[WPC.21.09.10](#)

Minutes:

EC.23.02.10
22.09.18
EC.22.09.12
22.07.17
22.01.10.4
21.12.11
21.10.10
21.09.18
EC.21.08.12



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RESPONDENTS: 3 of 3

ADD TO DASHBOARD

QUESTION SUMMARIES

INSIGHTS AND DATA TRENDS

INDIVIDUAL

Page 1

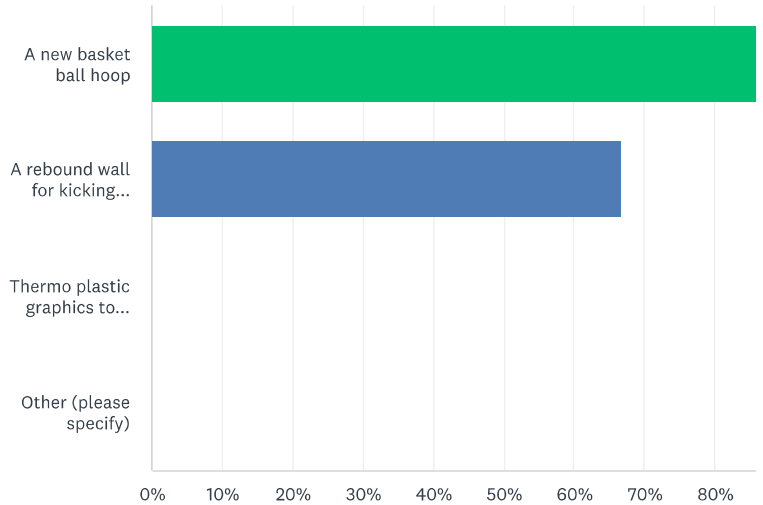
Q1



Custc

What would you like to see provided in the ol space?

Answered: 3 Skipped: 0



ANSWER CHOICES

| Choice | Count |
|---|-------|
| A new basket ball hoop | 1 |
| A rebound wall for kicking balls against | 6 |
| Thermo plastic graphics to create an integrated workout | 0 |
| Other (please specify) | 0 |

Total Respondents: 3

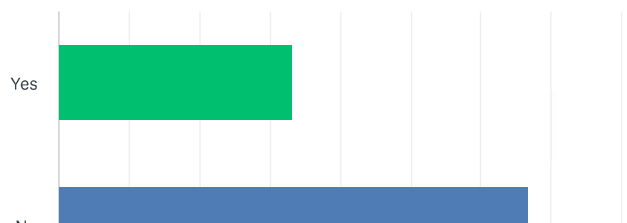
Q2



Custc

Would you or your family make use of Junior posts/pitch on Six Acres

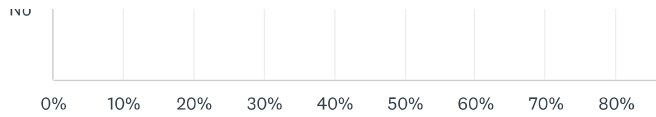
Answered: 3 Skipped: 0



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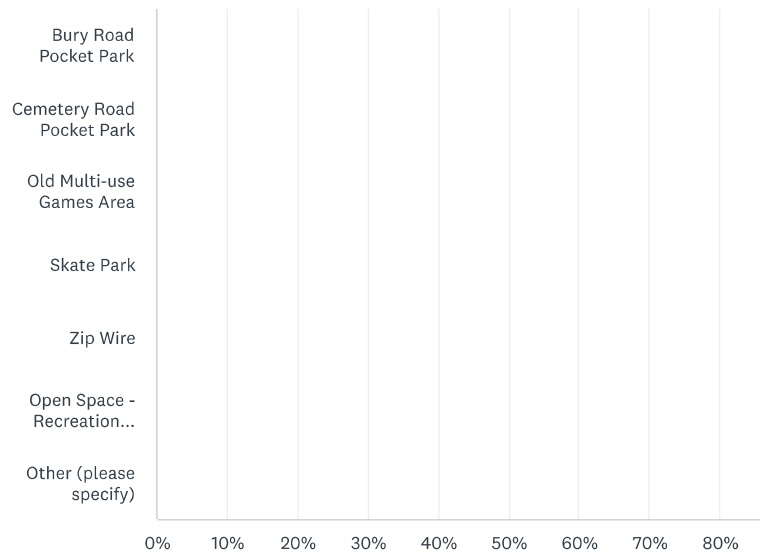
| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 33.33% |
| No | 66.67% |
| TOTAL | |

Q3

Custc

What leisure spaces do you use most in Wick

Answered: 3 Skipped: 0



| ANSWER CHOICES | RES |
|--|---------------------------------|
| Bury Road Pocket Park | 0.00 |
| Cemetery Road Pocket Park | 0.00 |
| Old Multi-use Games Area | 0.00 |
| Skate Park | 0.00 |
| Zip Wire | 0.00 |
| Open Space - Recreation Ground and Six Acres | 66.67 |
| Other (please specify) | Responses 33.33 |
| TOTAL | |

Q4

Custc




What do you think we should focus on as our project?



EXPORTS ?

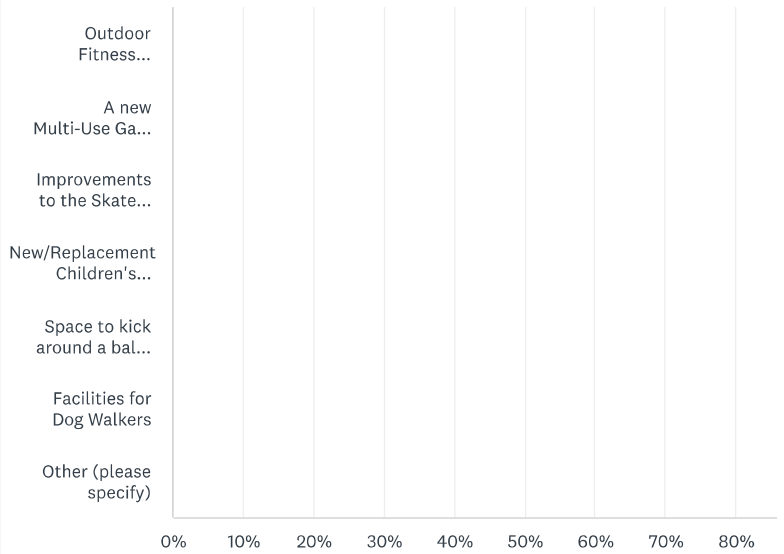
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PROJECT:

Answered: 3 Skipped: 0



ANSWER CHOICES

RESP

| | |
|--|---------------------------------|
| Outdoor Fitness Equipment | 66.67 |
| A new Multi-Use Games Area (MUGA) | 0.00% |
| Improvements to the Skate Park | 0.00% |
| New/Replacement Children's Equipment | 0.00% |
| Space to kick around a ball or shoot hoops | 33.33 |
| Facilities for Dog Walkers | 0.00% |
| Other (please specify) | Responses 0.00% |

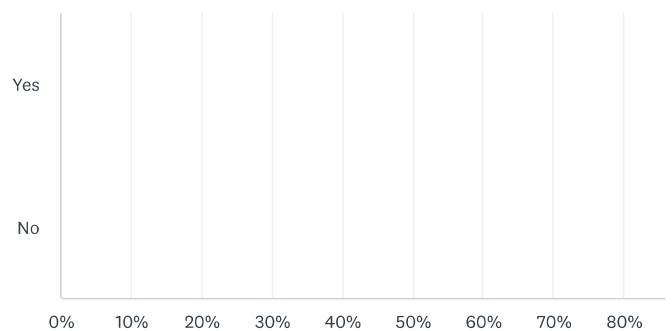
Total Respondents: 3

Q5

 **Custc**

Are there other priorities for the parish council

Answered: 2 Skipped: 1



ANSWER CHOICES

RESPONSES

| | |
|-----|--------|
| Yes | 50.00% |
| No | 50.00% |



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Total Respondents: 2

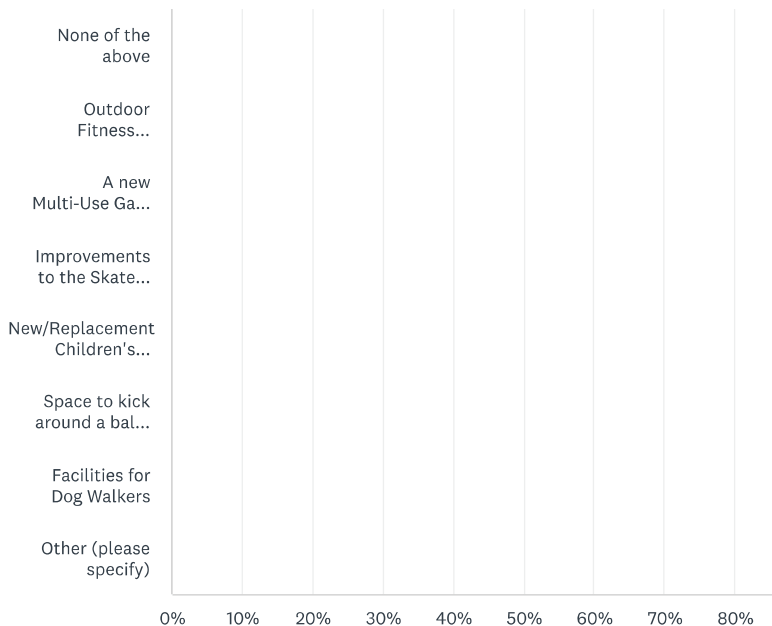
[Comments \(1\)](#)

Q6

[Custc](#)

Which activities would you help the parish cc fundraise for?

Answered: 2 Skipped: 1



| ANSWER CHOICES | RESP |
|--|---------|
| None of the above | 0.00% |
| Outdoor Fitness Equipment | 100.00% |
| A new Multi-Use Games Area | 0.00% |
| Improvements to the Skate Park | 0.00% |
| New/Replacement Children's Equipment | 0.00% |
| Space to kick around a ball or shoot hoops | 0.00% |
| Facilities for Dog Walkers | 0.00% |
| Other (please specify) Responses | 0.00% |
| TOTAL | |

Q7

[Custc](#)

How could you help us to raise funds?

Answered: 2 Skipped: 1

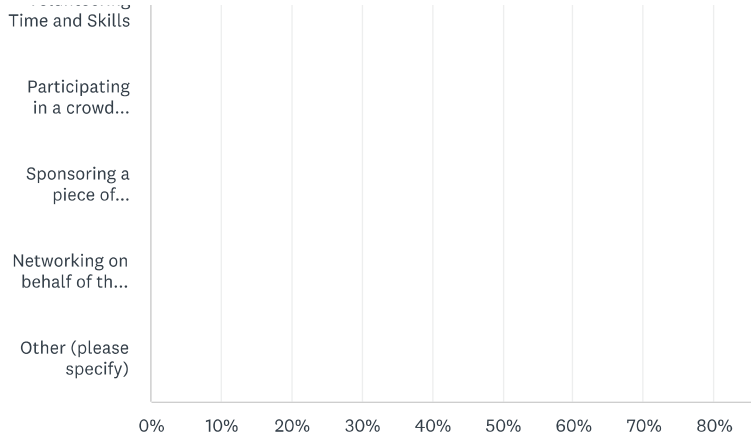
Volunteering | | | | | | | | | |



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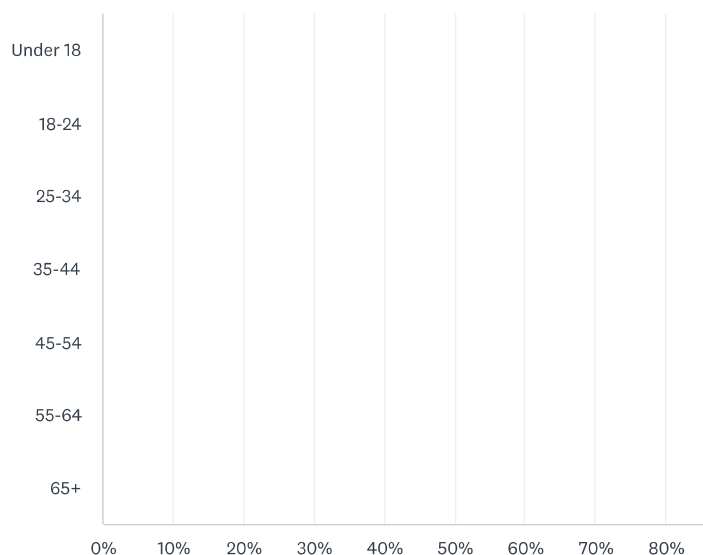
| ANSWER CHOICES | RESP |
|---|--------|
| Volunteering Time and Skills | 0.00% |
| Participating in a crowd funding drive | 50.00% |
| Sponsoring a piece of equipment | 0.00% |
| Networking on behalf of the parish council | 0.00% |
| Other (please specify) Responses | 50.00% |
| TOTAL | |

Q8

Custc



What is your age range?


Answered: 3 Skipped: 0




| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Under 18 | 33.33% |
| 18-24 | 33.33% |
| 25-34 | 0.00% |
| 35-44 | 33.33% |





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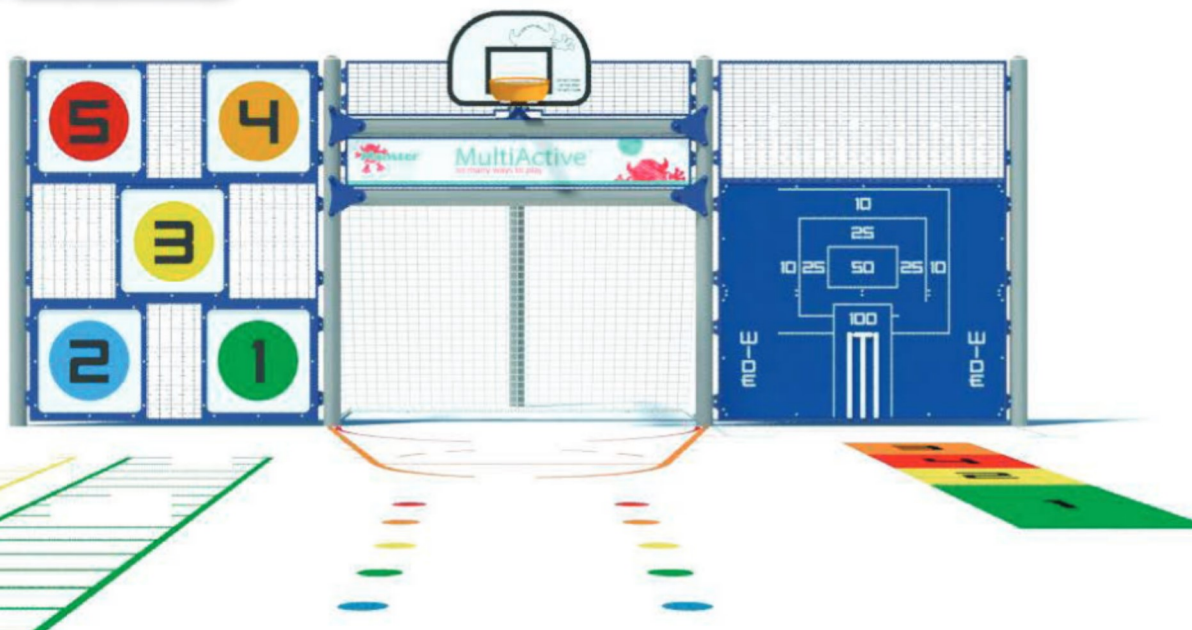




| | |
|--------------|-------|
| ▼ 45-54 | 0.00% |
| ▼ 55-64 | 0.00% |
| ▼ 65+ | 0.00% |
| TOTAL | |

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3m 3 Panel MultiActive Wall MA-309

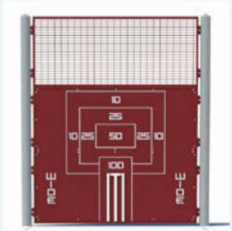
Wall Dimensions (m) LxH : 8.9x3.2

This 3 Panel wall unit includes the following wall panels:

BasketBall/FootBall
MA-105



Cricket Wall MA-013 Colour Wall MA-011



MultiActive - Popular Configurations

MultiActive encourages all children, regardless of ability, to gain confidence with sports, teamwork and mathematical thinking. Regular play supports children's general health and fitness, while building hand-eye and foot-eye coordination.



Skill Wall Solid

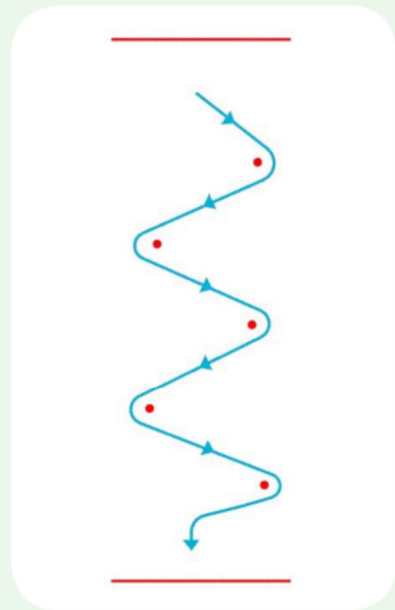
3m - MA-005

2m - MA-007

Markings MA-902 (optional extra with an additional cost)

How to play the game:

1. Start at the red line with a football or bean bag.
2. Dribble or run, following the path.
3. Shoot or throw when you reach the furthest redline to score points.



MultiActive - Game Walls & Markings

MultiActive encourages all children, regardless of ability, to gain confidence with sports, teamwork and mathematical thinking. Regular play supports children's general health and fitness, while building hand-eye and foot-eye coordination.



Quotation-050790

Organisation:

WICKHAMBROOK PARISH COUNCIL

Project/Site Reference:

**Cemetery Road, Newmarket CB8 8XP -
Play Area**

Date: January 17, 2023

Quotation-050790

Hilary Workman
WICKHAMBROOK PARISH COUNCIL
6 Coltsfoot Close
Wickhambrook
NEWMARKET
Suffolk
CB8 8UP

Date: January 17, 2023

Quotation Valid Until: 16/02/2023

Site name/Project reference: Cemetery Road, Newmarket CB8 8XP - Play Area

| Multi Active Walls | | | | | | |
|--------------------|---------|------|--|-----------|----------------|-------------|
| Qty | Code | Unit | Description | Price | Total Discount | Total Price |
| 1.00 | MA-309 | Each | 3 Panel Single Sided Multi Active Wall 3 Panel Single Sided Multi Active Wall - previously known as MA33E-06. Manufactured from galvanised and powder coated steel with the following rebound panels - Colour Wall & Cricket Wall & supplied with GO2001-Nylon Goal and Nylon Net as standard. | £9,272.00 | | £9,272.00 |
| Delivery | | | | | | |
| Qty | Code | Unit | Description | Price | Total Discount | Total Price |
| 1.00 | DEL001 | EA | Delivery. Please note for supply only projects a minimum of 2 persons will be needed or mechanical lifting equipment will be required for safe off-load (fork lift of similar) | £465.00 | | £465.00 |
| Installation | | | | | | |
| Qty | Code | Unit | Description | Price | Total Discount | Total Price |
| 1.00 | INST001 | Each | Product Installation Installation of products contained within this quotation - subject to clause 5 of the Conditions of Sale attached to this document. Heras fencing has not been allowed for unless itemised in your quotation. Install excludes disposal off site of excavated material unless itemised separately elsewhere on quotation. Foundation excavations will be redistributed on site or piled within 20m of works area for client removal. Please note that if a skip or grab lorry has been included in your quotation, we will be removing excavations from site. | £2,930.00 | | £2,930.00 |

| Prelims | | | | | | |
|---------|----------|------|---|---------|----------------|-------------|
| Qty | Code | Unit | Description | Price | Total Discount | Total Price |
| 1.00 | Prelim02 | EA | Site prelims - HERAS fencing Complete health and safety method and risk assessments as required and establish works area within temporary 2m high metal security fencing for the duration of works. Includes marking out of site as required. | £595.00 | | £595.00 |

| Skip | | | | | | |
|------|------|------|---|---------|----------------|-------------|
| Qty | Code | Unit | Description | Price | Total Discount | Total Price |
| 1.00 | SKIP | Each | Steel Skip Steel Skip for general waste. Please note - A skip permit may be required from your local council if skip is placed on a public road. This permit is not included in our quotation and is clients responsibility to provide. | £395.00 | | £395.00 |

Subject to Caloo Conditions of Sale

Current Manufacturing Lead Time 8-10 weeks

| | |
|-------------------------|------------|
| Sub Total | £13,657.00 |
| Project Discount | £1700 |
| Total Net Amount | £11,957.00 |
| Total Tax Amount | £2,391.40 |
| Quotation Total | £14,348.40 |

1 Definition

- a. Buyer – the person, firm, Company or Public Authority placing an order which is accepted by Caloo Limited.
- b. Caloo / Monster Play @ Caloo – Caloo Limited – Part of the Abacus Lawrence Group Ltd.
- c. Conditions – the conditions of sale outlined below.
- d. Order – the order for goods or services placed by the buyer, oral and written.
- e. Goods – the products or services which shall be provided by Caloo and to which this quotation, order acknowledgement or invoice refers including products, installation, civil engineering or any other works. No works or services are included by inference.
- f. Installation – The agreed date for works to be undertaken between the buyer and Caloo.
- g. Colour of Goods – Caloo standard RAL colours unless specifically stated on the quotation, order acknowledgement or invoice.
- h. Completion – the time of delivery and completion of the delivery note by the Buyer or Buyers authorised representative; where installation or civil engineering forms part of the contract, the signing of the installation acceptance by the Buyer or Buyers authorised representative excluding any maintenance or defects period or close of business two working days following notification of completion to the buyer when Buyer or Buyers representative have not advised any reasonable reason for non completion in writing to Caloo.
- i. Price – the agreed cost of the goods as per quotation and any oral or written variations given by the Buyer or Buyers authorised representative.
- j. Quotation – Document issued by Caloo incorporating the specifics of the goods to be supplied to the buyer.
- k. Credit Account – a 30 day trade credit account opened by Caloo for the Buyer within 21 days of order following receipt of satisfactory credit score for whole value of buyers order(s) as advised by Caloo bank credit insurers.
- l. Wasted Day Charge – A charge of £1,200.00 + VAT.

2 Conditions

- a. Any quotation given to the buyer, in whatever format, oral, written or electronic, is given subject to these conditions.
- b. These conditions are the only conditions under which Caloo shall provide Goods to the Buyer. Any conditions the Buyer attempts to impose which contradict these conditions will not be accepted without the specific agreement as defined in 2.d. below. Acceptance of goods or services shall constitute acceptance of these conditions.
- c. These conditions embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.
- d. Changes to these conditions will only be allowed if specifically agreed in writing by a Director of Caloo.
- e. Following acceptance of the Caloo quotation, any variation must be confirmed in writing and may be subject to additional costs.
- f. Any drawings, sketches, illustrations, layouts, specifications or other detail provided by Caloo and all intellectual property rights therein will remain the property of Caloo at all times.

3 Pricing

- a. All prices quoted shall be subject to Value Added Tax and any other Government duty or tax applicable at the time of invoice.
- b. All quotations are valid for 30 days unless specifically stated in writing on the quotation.
- c. All quotations are net and do not include for Main Contractors Discounts (MCD) or retentions. Should either or both be required, prices should be grossed up accordingly.

4 Delivery

- a. Caloo shall not be liable for any delay in delivery howsoever caused.
- b. Caloo reserve the right to invoice the Buyer on the date specified by the Buyer for the delivery of goods if delivery is delayed by the buyer at any time following order. Storage charges may be applied if delay is longer than one month.
- c. Caloo must be notified in writing within 3 working days of the delivery of any shortages or damages to the goods. Notification after this period will be beyond reasonable time for advice and subject to additional cost as defined in 2.e. above.

5 Specific clause relating to installation & civil engineering quotations and invoices

- a. Caloo shall not be liable for any delay in installation howsoever caused.
- b. Should Installation works be prevented by the buyer or buyers authorised representative for any reason within 24 hours of any installation day, Caloo reserves the right to charge a wasted day charge. The buyer agrees to pay this charge within the agreed payment terms as per 9a or 9b.
- c. Should the buyer require any site specific work permits, risk or method statements or employee or sub-contractor certifications to allow works, these should be requested by the buyer a minimum of 28 days before works commence on site or at the time of order if works are to be undertaken within 28 days. Wasted day charges may be applied as detailed in 5b above if such requests are not received within specified times.
- d. Caloo allows for the provision of 1m high plastic mesh fencing to all installation works unless specifically shown otherwise within the quotation. Due to the knowledge of local conditions, it is the buyers responsibility to provide and maintain any other suitable security system necessary to reduce the opportunity for incidents of any type.
- e. All installation or civil engineering quotations are given assuming unrestricted good hard vehicular access to site, soft ground conditions on site which require no machines to dig foundations and no underground obstructions or any materials which cause a hard dig. We have assumed the formation of the ground that we will be working on and gaining access across will be capable of bearing the weight of our work vehicles, delivery vehicles and any specialist equipment including but not limited to excavators and paving machines as required.
- f. All installation or civil engineering quotations are given in good faith and without digging into the ground. Once works commence, should site conditions require additional works or materials to meet product performance requirements or safety standards, clause 5h will apply.
- g. It is the Buyers responsibility under the CDM regulations to provide a comprehensive site survey including the provision of detailed under / over ground service information (electricity cables, gas pipes etc). No liability shall be accepted by Caloo for damages to services or consequential actions if comprehensive site survey is not accurate or not provided by the buyer.
- h. If any variations to the above site conditions or works are required to meet product performance requirements or safety standards are found to be in evidence, the Buyer will immediately be notified by telephone and as soon as possible in writing and invited to site to view the variation. Caloo reserve the right to charge at cost plus 35% of any costs incurred during the delay in the Buyer attending site and agreeing required variations. Caloo reserve the right to charge at cost plus 50% of any additional costs of works or materials required, plant hire and any other associated costs required to complete installation to Caloo product performance requirements or safety standards as required.
- i. It is the Buyers responsibility to ensure that Goods ordered fit the site intended for use. Caloo shall not be held responsible where Goods have been ordered that subsequently do not fit, howsoever caused. A separate quotation and order will be required to enable modification.
- j. Reinstatement to access route or works area is not included within our installation rates unless specifically detailed within the quotation.

6 Cancellation / Return

- a. Caloo will proceed with all necessary procurement to fulfil the terms of the contract on receipt of the Order.
- b. All equipment orders including stocked items, custom built, bespoke goods or any item procured from a third party supplier cannot be cancelled or returned.
- c. Caloo reserve the right to charge a cancellation charge of up to 95% of the Price for cancellations or returns.
- d. A re-stocking charge of 35% of the Price will apply to all returned Goods.

7 Quality / Limited Liability

- a. Caloo guarantees that all Goods manufactured by Caloo will be in accordance with its latest specifications or approved drawings.
- b. On Goods not manufactured by Caloo we give no warranty apart from that given by the original manufacturer. Details of products that fall into this clause within specific quotations can be supplied on request.
- c. All Civil Engineering works are guaranteed for twelve months from date of Completion.
- d. Caloo offer a comprehensive product structural guarantee, details of which are available on request.
- e. Caloo reserves the right to vary the specification of any product without notice, provided that this does not effect conformity to the appropriate safety standard or materially impact upon the durability or finish of the product.

8 Risk and Title

- a. Risk on all goods shall pass to the Buyer on delivery of Goods to site or depot nominated orally or in writing by the Buyer on both supply only and supply and installation contracts. Caloo accept no responsibility for site or depot security other than reasonable site health and safety precautions. Additional site security or secure storage can be provided if specifically requested and will be charged to the Buyer at cost plus 35%. The Buyer will be responsible for all direct and consequential costs for maintaining and repairing / replacing vandalised items as required.
- b. Title of Goods shall only pass to the Buyer when payment is made in full of the Price thereof together with any and all other sums owing to Caloo in whatever nature are made, including retentions sums due following a defects period.
- c. The Buyer may sell and deliver the Goods to a third party in the course of the Buyer's business only on condition that until payment is made in accordance with 8.b. is made. The Buyer shall hold or assign all proceeds of such sales for Caloo and not assign without written authorisation from a Director of Caloo.
- d. Caloo reserve the right to repossess any Goods in respect of which payment is overdue immediately on giving notice in writing, fax or electronic format of its intention to do so, from wherever stored and thereafter to re-sell at the prices consistent with immediate sales; monies obtained will be credited to the Buyer to offset in whole or part the outstanding debt, less costs incurred in the repossession and re-sale. Any shortfall in the monies received shall remain the responsibility of the original Buyer.

9 Payment

- a. For buyers who hold a 30 day Credit Account with Caloo, invoices are raised on completion, (subject to clause 9c) and are due for payment within 30 days from the invoice date.
- b. Credit Accounts cannot be used for orders under £250 +VAT. Payment must be made with order.
- c. For buyers who do not hold a 30 day Credit Account, payment is required in cleared funds before manufacturing or procurement of the Goods or services commences. Manufacturing or procurement lead times commence on receipt of cleared funds and not the original order date.
- d. Where the installation of any order spans a calendar month end, it is the policy of Caloo to submit stage invoices worth 90% of completed works for payment which will become due for payment in accordance with 9.a. above.
- e. In the case of Orders where delivery is delayed by the Buyer an invoice for the value of the Goods will be issued to the Buyer on the date requested by the Buyer delivery, or if no date specified on the order, the date which corresponds to the minimum delivery lead time shown on the Caloo quotation which formed the basis of the contract accepted by the Buyer. Payment will become due in accordance with 9.a. above. Any additional storage and administrative charges will be invoiced to the Buyer at cost plus 35% and become due for payment in accordance with 9.a. above.
- f. In the case of Orders where delays are incurred by Caloo prior to or during the completion of the contract due to situations beyond the control of Caloo such as works by others which have not been completed, weather or any other reasonable cause, an invoice will be issued to the Buyer for the goods on the agreed delivery date as specified in 9.d. and any labour costs incurred based on an estimate by Caloo of the works completed to date. These costs and any additional storage, administrative and plant hire charges will also be included on this invoice at the rates shown on the quotation or at cost plus 35% and become due for payment in accordance with 9.a. above.
- g. Caloo reserves the right to charge interest on overdue accounts at a rate of 15% over base rate in force from time to time of NatWest Bank Plc accruing on a daily basis.
- h. Where discount terms have been offered and account becomes overdue all discounts or incentives will be forfeited. A further invoice will be issued to the Buyer and the account will be charged at the rate quoted before any discount is applied.
- i. Any charges levied by bankers or collection agencies for dealing with dishonoured cheques or payments or incurred during collection of overdue accounts will be invoiced to the buyer and fall due immediately for payment.
- j. For Buyers who hold a 30 day Credit Account with Caloo, late payment may result in the removal of credit terms for future orders.

10 Force Majeure

- a. Caloo shall not be liable to the Buyer for failure to deliver Goods where such failure is due or partly due to any cause outside the reasonable influence of Caloo, including but not limited to the shortage of raw materials, reduction in or unavailability of power, breakdown of machinery, shipping delays, riot or civil commotion, acts of war or acts of God.

11 Law and Jurisdiction

- a. These conditions are governed by English Law. Any dispute arising out of these Conditions of Sale shall be submitted to the exclusive jurisdiction of the English Courts.

12 General

- a. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these Conditions of Sale and the remainder of the provision in question shall not be affected.
- b. No waiver by Caloo of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c. These conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing by the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- d. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant at the time having been notified pursuant to this provision to the party giving notice.
- e. A person who is not party to these conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions but this does not affect any remedy or right of any third party which exists or is available apart from that Act.

As part of the Abacus Lawrence Group Ltd, we provide surfaces for a wide range of customers and applications. Our quotations are prepared with the following conditions and assumptions in addition to our conditions of sale.

General conditions and assumptions applicable to all surface quotations

- Our quotation is based on works being carried out in one continuous visit, with access to within 30 linear metres of the site for an 18 tonne lorry. We accept no liability for any damage caused by our vehicles, including (but not limited to) surfaces, services, buildings/fencing or vehicles on site premises. Quotations are provided assuming unrestricted good hard vehicular access to site. Should any site not be ready and prepared for arrival we reserve the right to charge for the loss of a standard day at a rate of £1,200.00+VAT.
- Installations that require an increase in depth or surface area will be charged at a proportionate value. Variations provided by the buyer post installation, which reduce invoice value and have not been advised to ourselves and agreed during project works may not be considered for revision.
- Our play surfaces have been tested and meet the recommendations set out in British and European standards BS7188 and EN1177. We guarantee our surfaces meet these standards at the time of installation and cannot be held responsible for future performance to these standards due to factors beyond our control such as maintenance, misuse, damage/spills or sub structure degradation. All surfaces are installed by hand and as such consistency of finish may vary between sites. On certain projects there may be a need for joins in the surface. Our price does not allow for any testing on completion.

Wet Pour

Additional conditions and assumptions when quoting for Wet Pour surfaces onto engineered sub bases / edgings.

- Black Wet Pour is guaranteed for 3 years and Coloured Wet Pour for 5 years, this guarantee excludes any failure due to drainage and / or sub structure. Due to natural movement in rubber polymers we exclude edges and joints from our standard guarantee. We cannot guarantee the bonding of old rubber with new. Old rubber may continue to shrink and cause joint or edge splitting. Please request a copy of our guarantee certificate for full provisions/exclusions.
- Black EPDM is a recycled rubber product emanating primarily from the automotive industry and as such contains carbon and other compounds which may stain susceptible materials. As a recycled material black EPDM can suffer from accelerated wear and degradation in high use areas and as a result crumbing can occur. For these reasons, we do not recommend this product be laid in areas of high use or intended for use by toddlers and young children who may crawl/sit on the surface.
- Aromatic Polyurethane Binders are susceptible to U. V. discolouration, the degree of which can vary greatly due to the atmospheric conditions prevalent at the time of laying. This discolouration may, in certain circumstances, affect the finished colour of the surface particularly where a lighter colour has been chosen. Any discolouration that may occur is temporary and will wear off over time. This applies to all surfaces installed using polyurethane binders. Mirrors can focus the suns heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors.
- It is the client's responsibility to ensure that the thicknesses quoted for are sufficient for the critical fall height of the equipment that it is to serve. It is also the client's responsibility to ensure that the product requested is fit for purpose. Any repairs carried out to existing surfaces cannot be guaranteed.

Additional conditions and assumptions when quoting for Wet Pour surfaces onto non-engineered ground.

- All general conditions and assumptions and additional conditions and assumptions when quoting for Wet Pour surfaces onto engineered sub bases / edgings.
- Some or all of the Wet Pour quoted is to be installed onto existing ground conditions and undulations. No levelling or base preparation work has been included in our quotation. As the surface is to be laid onto / over existing surfaces, no guarantee can be given in relation to strength or drainage performance of the sub structure and the finished surface will follow existing contours. Should this be of concern, an engineered sub base should be installed prior to rubber installation. Adhesion of wetpour to existing surface including cut and chase edge, note: this guarantee excludes failure caused as a result of a structural instability in the existing surface.

Additional conditions and assumptions when quoting for Wet Pour repairs.

- All general conditions and assumptions and additional conditions and assumptions when quoting for Wet Pour surfaces onto engineered sub bases / edgings. No warranty is offered for wet pour repairs.
- Some or all of the Wet Pour quoted is to be installed onto existing ground conditions and undulations. No levelling or base preparation work has been included in our quotation. As the surface is to be laid onto / over existing surfaces, no guarantee can be given in relation to strength or drainage performance of the sub structure and the finished surface will follow existing contours. Should this be of concern, an engineered sub base should be installed prior to rubber installation.

Bonded Rubber Mulch

Additional general conditions and assumptions when quoting for Bonded Rubber Mulch surfaces onto engineered sub bases / edgings.

- Bonded Rubber Mulch is guaranteed for 3 years (provided wear pads are installed into areas of high use), this guarantee excludes any failure due to drainage and / or sub structure. Please request a copy of our guarantee certificate for full provisions/exclusions.
- Bonded Rubber Mulch is a recycled and colour coated SBR rubber product emanating primarily from the automotive industry and as such contains carbon and other compounds which may stain susceptible materials meaning that colour run and carbon blacking may occur. For this reason, we do not recommend this product be laid in areas intended for use by toddlers and young children who may crawl/sit on the surface.
- Aromatic Polyurethane Binders are susceptible to U. V. discolouration, the degree of which can vary greatly due to the atmospheric conditions prevalent at the time of laying. This discolouration may, in certain circumstances, affect the finished colour of the surface particularly where a lighter colour has been chosen. Any discolouration that may occur is temporary and will wear off over time. This applies to all surfaces installed using polyurethane binders. Mirrors can focus the suns heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors.
- It is the client's responsibility to ensure that the thicknesses quoted for are sufficient for the critical fall height of the equipment that it is to serve. It is also the client's responsibility to ensure that the product requested is fit for purpose. Any repairs carried out to existing surfaces cannot be guaranteed.

Additional conditions and assumptions when quoting for Bonded Rubber Mulch surfaces onto non-engineered ground.

- All general conditions and assumptions and additional conditions and assumptions when quoting for Bonded Rubber Mulch surfaces onto engineered sub bases / edgings.
- Some or all of the Bonded Rubber Mulch quoted is to be installed onto existing ground conditions and undulations. No levelling or base preparation work has been included in our quotation. As the surface is to be laid onto / over existing surfaces, no guarantee can be given in relation to strength or drainage performance of the sub structure and the finished surface will follow existing contours. Should this be of concern, an engineered sub base should be installed prior to rubber installation. Adhesion of Bonded Mulch to existing surface including cut and chase edge, note: this guarantee excludes failure caused as a result of a structural instability in the existing surface.

Additional conditions and assumptions when quoting for Bonded Rubber Mulch repairs.

- All general conditions and assumptions and additional conditions and assumptions when quoting for Bonded Rubber Mulch surfaces onto engineered sub bases / edgings.
- Some or all of the Bonded Rubber Mulch quoted is to be installed onto existing ground conditions and undulations. No levelling or base preparation work has been included in our quotation. As the surface is to be laid onto / over existing surfaces, no guarantee can be given in relation to strength or drainage performance of the sub structure

and the finished surface will follow existing contours. Should this be of concern, an engineered sub base should be installed prior to rubber installation.

SUDS-Bond

Additional general conditions and assumptions when quoting for SUDS-Bond onto engineered sub bases / edgings.

- Abacus Playgrounds Ltd guarantees its SUDS-bond® permeable surfaces for a period of 5 years from date of installation to be free from defects due to faulty materials and workmanship in the manufacture and installation of the surface, please request a copy of our guarantee certificate for full provisions/exclusions.
- SUDS-bond incorporates SBR rubber granules which can colour run and carbon blacking may occur.
- SUDS-bond™ is suitable for pedestrian, bicycle and equestrian traffic. The full strength of the surface will not be realized for 3 days after installation therefore it is advisable to restrict use during this time. It is the client's responsibility to ensure that the product requested is fit for purpose.
- The new surface will follow the levels and contours of the new substrate. We cannot accept liability for any movement in the substrate. Substrate movement may cause cracking of the new surface. Installation onto standing puddles of water will indemnify any guarantee.
- Aromatic Polyurethane Binders are susceptible to U. V. discolouration, the degree of which can vary greatly due to the atmospheric conditions prevalent at the time of laying. This discolouration may, in certain circumstances, affect the finished colour of the surface particularly where a lighter colour has been chosen. Any discolouration that may occur is temporary and will wear off over time. This applies to all surfaces installed using polyurethane binders. Mirrors can focus the suns heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors.
- SUDS-bond meets the accessibility requirement for wheelchair users, prams and buggies.
- Any repairs carried out to existing surfaces cannot be guaranteed.

Additional general conditions and assumptions when quoting for SUDS-Bond onto non-engineered ground.

- All general conditions and assumptions and additional conditions and assumptions when quoting for SUDS-Bond onto engineered sub bases / edgings.
- Some or all of the SUDS-Bond quoted is to be installed onto existing ground conditions and undulations. No levelling or base preparation work has been included in our quotation. As the surface is to be laid onto / over existing surfaces, no guarantee can be given in relation to strength or drainage performance of the sub structure and the finished surface will follow existing contours. Should this be of concern, an engineered sub base should be installed prior to rubber installation.

Resin Bound Gravel

Additional general conditions and assumptions when quoting for Resin Bound Gravel onto engineered sub bases / edgings.

- Abacus Playgrounds Ltd guarantees its resin-bound permeable surfaces for a period of 15 years from date of installation to be free from defects due to faulty materials and workmanship in the manufacture and installation of the surface. Please request a copy of our guarantee certificate for full provisions/exclusions.
- Aromatic Polyurethane Binders are susceptible to U. V. discolouration, the degree of which can vary greatly due to the atmospheric conditions prevalent at the time of laying. This discolouration may, in certain circumstances, affect the finished colour of the surface particularly where a lighter colour has been chosen. Any discolouration that may occur is temporary and will wear off over time. This applies to all surfaces installed using polyurethane binders. Mirrors can focus the suns heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors.
- All quotations are based on standard gravel binders that may yellow over time. Non-yellowing binder is available on request at an additional cost.
- It is the client's responsibility to ensure that the product requested is fit for purpose. Any repairs carried out to existing surfaces cannot be guaranteed.

Polymeric Sports Surfaces

Additional general conditions and assumptions when quoting for polymeric sports surfaces.

- Abacus Playgrounds Ltd guarantees the synthetic surface namely 'Polymeric Type 4', against defects in materials and workmanship on the shockpad for a period of 5 years and the spray coat for a period of 3 years from the date of surface completion. Abacus Playgrounds guarantees the synthetic surface namely 'Polymeric type 3', against defects in materials and workmanship on the shock pad for a period of 5 years and the spray coat for a period of 12 months from the date of surface completion. Please request a copy of our guarantee certificate for full provisions/exclusions.
- Prices are based on works being carried out in one continuous visit, with access to within 30 linear metres of the site for a heavy goods vehicle. We require dumper and forklift access no smaller than 1700mm width from the above mixing truck position to the work area and is good and on reasonably level ground.
- Site security may be required for the curing period and this is to be provided by client. Site security during and post installation has not been allowed for within our rates unless specifically detailed within quotation wording.
- Polymeric sports surfaces are usually only able to be laid between April and October in the UK due to the system being cured through moisture and temperature. Should installations be instructed to be completed when conditions are not suitable at the discretion of our Contracts Manager, no warranty will be offered.
- Should an instruction be received to undertake works in either September or October, weather conditions may be unsuitable at the time specified. If we are unable to lay the surface at this time, we reserve the right to charge for the polymeric paint as this has a short shelf life and will not be suitable for use when weather conditions improve the following April.
- We have exclusive access to the pitch area throughout the period required to install the surface.
- Tarmacadam base is to conform to our standard specification and level tolerances.

Play Grass Surfaces

Additional general conditions and assumptions when quoting for play grass surfaces.

- This is a polypropylene fibre grass with a lighter coloured thatch and heavy duty porous backing sheet. It is a sand dressed surface suitable for low to medium traffic areas, low impact play areas (nurseries, playgrounds etc.) - 5 year guarantee when maintained in accordance with our maintenance schedule. Please request a copy of our guarantee certificate for full provisions/exclusions.
- Please note this price is subject to being provided with a dimension drawing showing any equipment or obstacles to be laid around. No wastage/cut loss has been allowed for. Please contact us for information on sub base preparation.
- Please Note – Seams where the grass is joined together, or where we have had to cut around obstacles within the area such as play equipment may be visible. Mirrors can focus the suns heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors
- It is the client's responsibility to ensure that the thicknesses quoted for are sufficient for the critical fall height of the equipment that it is to serve. It is also the client's responsibility to ensure that the product requested is fit for purpose. Any repairs carried out to existing surfaces cannot be guaranteed.



ORDER FORM

Quotation-050790

Value : £11,957.00 + VAT

Dear Sirs,

Please accept this document confirmation of our acceptance of the quotation number shown above and authorisation to proceed with the works contained within this quotation in accordance with the Caloo Conditions of Sale.

Your quotation has been * accepted without modification / accepted with the following modifications detailed below. (* Please delete where applicable).

Modifications to quotation (if relevant)

Organisation name:
(Please insert the full Legal name of the Company or Organisation who is placing this order and will pay for the work)

Organisation Address:.....
(Please insert the full postal address and postcode of the Organisation)

..... **Postcode**

Order Number..... **Local Authority School?**..... **Yes / No**
(If applicable – Please attach copy)

Company / Charity Reg Number..... **Requested Start Date**.....
(If applicable)

Contact Name.....
(Please insert the name of the person placing the order who is authorised by the Organisation to enter into this contract)

Tel number..... **Mobile number**.....
(Landline number please)

Email.....

Signed **Date**

Authorised to sign on behalf of
(Insert Company / Organisation Name)





ORDER FORM

Quotation-050790

Value : £11,957.00 + VAT

Accounts Information

Accounts Contact Name:.....

Accounts Contact Address:.....

.....

.....Postcode

Accounts Contact Email:.....

Accounts Contact Telephone Number
(Landline number please)

Company Registration Number:.....

VAT Registered:.....

VAT Number:.....

CIS Registered:.....

UTR Number/ Industry Insurance Number:.....

Are you the End User?:.....

Please tick this box if Accounts details are as per page 1

Site Information

Full Site Address:.....
(Please insert the full postal address and postcode of the site where works are to be completed)

.....

.....Postcode

Site Contact Name:.....
(Please insert the name of the person we should contact to organise delivery / installation)

Site Contact Number

Caloo Ltd, Unit 9A, Triangle Business Park, Wendover Road,
Stoke Mandeville, Buckinghamshire, HP22 5BL. United Kingdom.
Tel: +44(0)1296 614448 Fax: +44(0)1296 614179
E-mail: info@caloo.co.uk Web: www.caloo.co.uk
Registered Office: As Above Registration No:6162029





ORDER FORM

Quotation-050790

Value : £11,957.00 + VAT

Site Contact Email Address

Please tick this box if Site details are as per page 1





SOVEREIGN

Bringing imagination into play

Product Description

As children become older their play need starts to change. Games required need an increased element of skill and also encourage healthy competition. Games such as netball, cricket, hockey, basketball and football become more popular. Here at sovereign we recognise these needs and offer a MUGA Court for the sports you want to play.

Images shown are for illustration purposes only, as final product may vary.

868 Metal Goal Ends

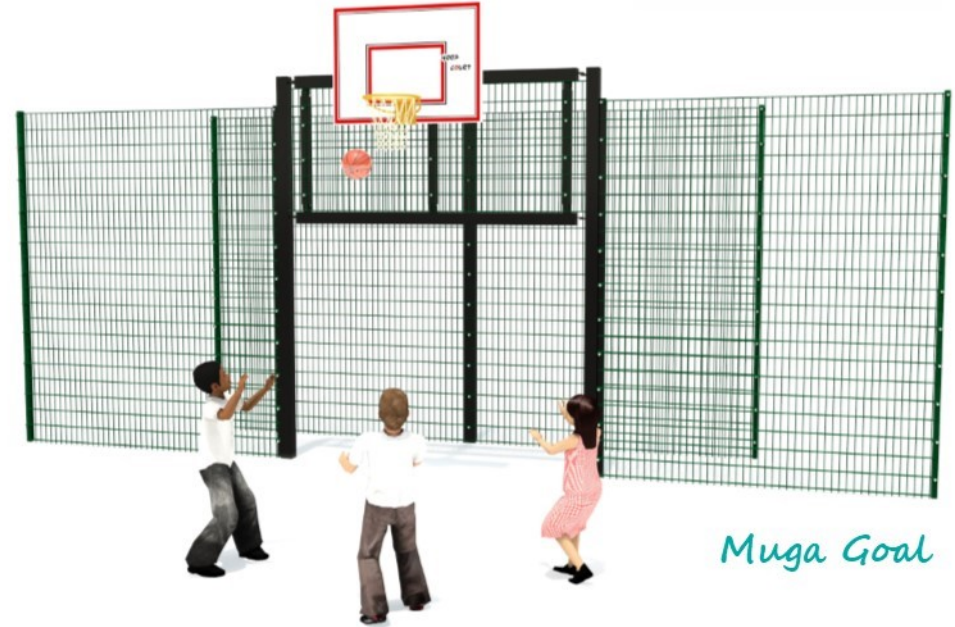
Product Codes **MINIGOAL-868 / MUGAGOAL-868 / BP**



Technical Details

MUGA Goal End
 Width - 7830mm
 Height - 3000mm (basketball hoop)
 Depth - 1100mm

Mini Goal



Muga Goal

Technical Details

Mini Goal End Only
 Width - 7950mm
 Height - 3000mm
 (1200mm goal height)
 Depth - 1450mm

Fencing
 Height - 1030mm, 2030mm & 3030mm

 Width - 2510mm (per panel)

Specifications

- 868 Double Wire Mesh
- 3m Height To Basketball Hoop
- PPC Finish, Green Mesh & Black Posts
- 2x Chicane Entrances

Detail



Please Note

All prices are subject to minimum installation and delivery charges. All prices exclude VAT. Terms and conditions available on request.





SOVEREIGN

Bringing imagination into play

Product Description

As children become older their play need starts to change. Games requiring an increased element of skill and that encourage healthy competition become more popular, such as netball, cricket, hockey, basketball and football. Here at Sovereign we recognise these needs, and offer a multi-use games wall for the sports you want to play.

868 Metal Goal (with hoop)

Product Code **868GOALOPT2 / V1 / BP**



*This option includes a cross bar padded post protector



Technical Details

Minimum Space Required
2636mm x 1125mm

Intended Age Range **+5 Years**

Width **2636mm**
Depth **1128mm**
Height **1055mm (top of crossbar)**

Goal Mouth **2390x950mm**

Hoop Height **2100 - 3050mm (adjustable)**

Our equipment meets the requirements of BS EN 1176 standards and we do warrant or represent that the equipment will comply with any other standard or quality mark.





SOVEREIGN

Bringing imagination into play

Product Description

As children become older their play needs starts to change. Games requiring an increased element of skill that encourage health competition become more popular, such as netball, cricket, hockey, basketball and football. Here at sovereign we recognise these needs and offer a multi use games wall for the sports you want to play.

This unit is available in the regulation 10 foot high hoop or an 8 foot high hoop for key stage two users.

Senior Wooden Goal End

Product Code **SWMUGABM / V8 / BP**



Personal,
Social &
Emotional



Physical
Development



Technical Details

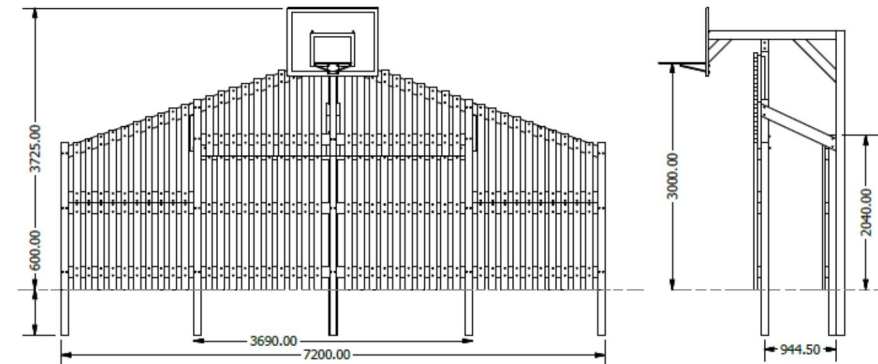
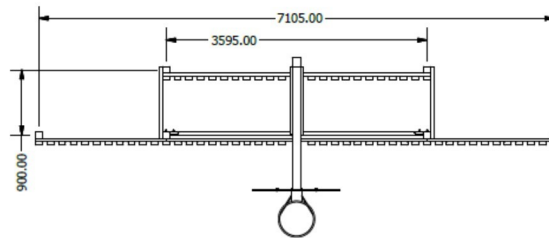
Intended Age Range **+12 Years**

Width **7200mm**

Depth **1085mm**

Height **3725mm**

Hoop Height **3000mm**



Please Note

All prices are subject to minimum installation and delivery charges. All prices exclude VAT. Terms and conditions available on request.



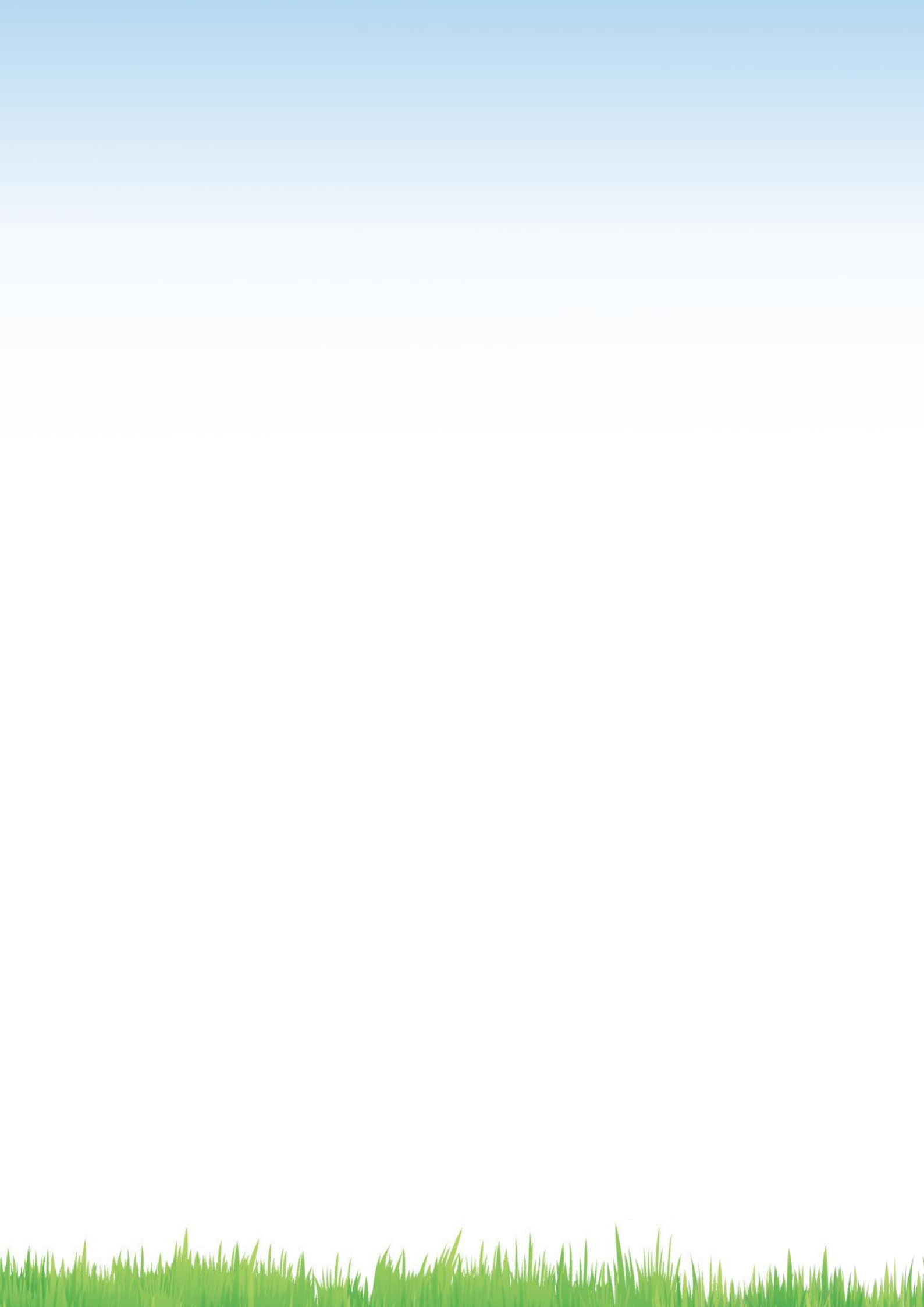


SOVEREIGN
Bringing imagination into play



**Wickhambrook Parish
Council.**

Your Area Manager
Tony Robinson
07787 157685
tony@sovereignplay.com



Our Ref: N3/44328



27th January 2023

Wickhambrook Parish Council
3 Farriers Close
Great Barton
Bury St Edmunds
Suffolk
IP33 3EG

Dear Mrs Hilary Workman,

Thank you very much for the opportunity to develop your outdoor environment.

I sincerely hope our quotation is of interest to you. Should you need us to make any alterations to the content of the design, we are very flexible and always willing to help.

Your quotation has been fully itemised to make the selection process as easy as possible and includes everything you need for your project.

All of our equipment and surfacing is designed, manufactured and installed to current British Standards 1176 and 1177. We are approved members of CHAS and Construction Line, and our timber is FSC certified. We have many further accreditations which are detailed within this pack along with examples of our work and extensive warranties.

Once again I would like to thank you for this opportunity to present my proposals and genuinely hope that they will be of interest to you.

Should you have any queries or questions at any time please feel free to contact me directly, my mobile and email can be found on the front of your pack.

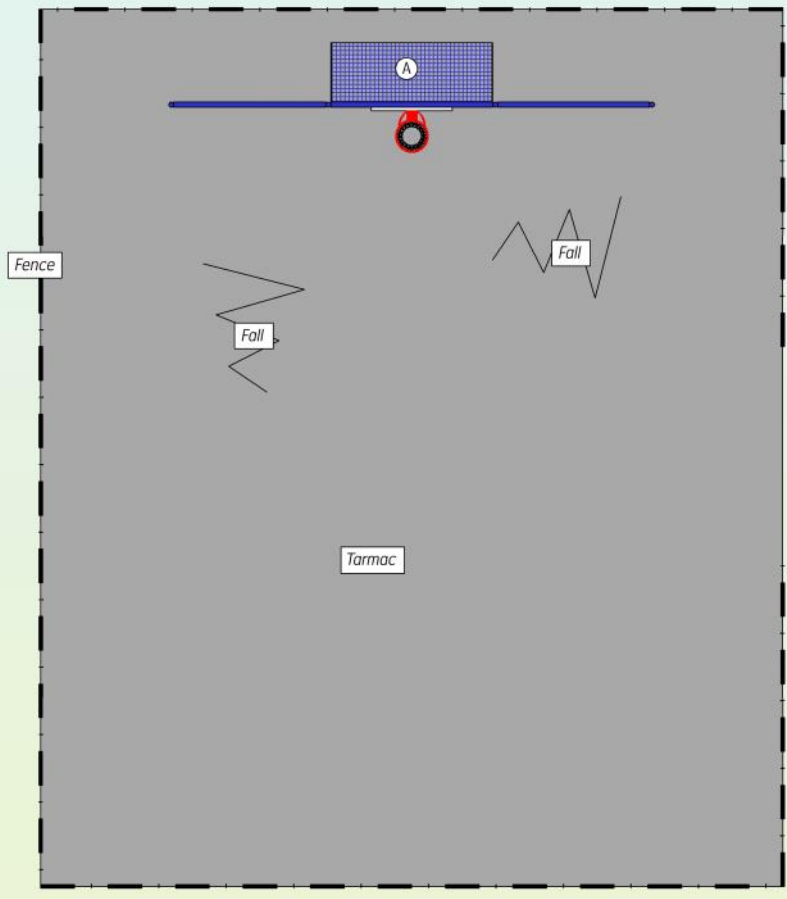
I look forward to hearing from you.

Assuring you of our best attention,
On behalf of Sovereign

A handwritten signature in black ink that reads "Tony Robinson". The signature is stylized and cursive.

Tony Robinson
Area Sales Manager





Area One

- Equipment:**
- (A) MUGA Games End
- Option Two:**
- (A) 868 Goal With Sides & Hoop
- Option Three:**
- (A) 868 Mesh Recess Goal C/W Basketball Hoop & Net
- Option Four:**
- (A) Senior Wooden Goal End - Scribed



Option One: Quotation



| Qty | Ref | Equipment | Price |
|-----|-----|---|------------|
| 1 | A | MUGA Games End With Installation Into Tarmac | £12,545.98 |

| Qty | Ref | Removals | Price |
|-----|-----|---|---------|
| 1 | R1 | Optional subsidised removal off site of spoil and/or waste material created from our installation works. (One charge applicable per order) Removal | £400.00 |

| Qty | Ref | Miscellaneous (Welfare, Site Security, Other) | Price |
|-----|-----|---|---------|
| 1 | | £10k+ Sovereign Compliance Package (Free Of Charge - 1 Year) Other items/services | £0.00 |
| 1 | W1 | Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services | £398.79 |

Sub Total £398.79

Prompt Payment Offer: £13,344.77

| Qty | Ref | You May Also Require (Items below are NOT included within total) | Price |
|-----|-----|--|---------|
| 1 | | Independent Post Installation Inspection (recommended additional option) Other items/services | £480.00 |

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E & OE, subject to our Terms and Conditions.

Subject to full technical site survey.

Please note that there may be some gaps underneath the mesh panels on the proposed goal units due to the slope in the ground.



Option Two: Quotation



| Qty | Ref | Equipment | Price |
|------------------------------|-----|---|------------------|
| 1 | A | 868 Goal With Sides & Hoop With Installation Into Tarmac | £7,475.40 |
| Qty | Ref | Removals | Price |
| 1 | R1 | Optional subsidised removal off site of spoil and/or waste material created from our installation works. (One charge applicable per order) Removal | £250.00 |
| Qty | Ref | Miscellaneous (Welfare, Site Security, Other) | Price |
| 1 | | £10k+ Sovereign Compliance Package (Free Of Charge - 1 Year) Other items/services | £0.00 |
| 1 | W1 | Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services | £398.79 |
| Sub Total | | | £398.79 |
| Prompt Payment Offer: | | | £8,124.19 |

| Qty | Ref | You May Also Require (Items below are NOT included within total) | Price |
|-----|-----|--|---------|
| 1 | | Independent Post Installation Inspection (recommended additional option) Other items/services | £480.00 |

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E & OE, subject to our Terms and Conditions.

Subject to full technical site survey.

Please note that there may be some gaps underneath the mesh panels on the proposed goal units due to the slope in the ground.

Option Three: Quotation



| Qty | Ref | Equipment | Price |
|-----|-----|---|------------|
| 1 | A | 868 Mesh Recess Goal C/W Basketball Hoop & Net With Installation Into Tarmac | £11,433.19 |

| Qty | Ref | Removals | Price |
|-----|-----|---|---------|
| 1 | R1 | Optional subsidised removal off site of spoil and/or waste material created from our installation works. (One charge applicable per order) Removal | £400.00 |

| Qty | Ref | Miscellaneous (Welfare, Site Security, Other) | Price |
|-----|-----|---|---------|
| 1 | | £10k+ Sovereign Compliance Package (Free Of Charge - 1 Year) Other items/services | £0.00 |
| 1 | W1 | Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services | £398.79 |

Sub Total **£398.79**

Prompt Payment Offer: £12,231.98

| Qty | Ref | You May Also Require (Items below are NOT included within total) | Price |
|-----|-----|--|---------|
| 1 | | Independent Post Installation Inspection (recommended additional option) Other items/services | £480.00 |

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E & OE, subject to our Terms and Conditions.

Subject to full technical site survey.

Please note that there may be some gaps underneath the mesh panels on the proposed goal units due to the slope in the ground.



Option Four: Quotation



| Qty | Ref | Equipment | Price |
|-----|-----|--|-----------|
| 1 | A | Senior Wooden Goal End - Scribed <small>With Installation Into Tarmac</small> | £5,565.91 |

| Qty | Ref | Removals | Price |
|-----|-----|--|---------|
| 1 | R1 | Optional subsidised removal off site of spoil and/or waste material created from our installation works. (One charge applicable per order) <small>Removal</small> | £250.00 |

| Qty | Ref | Miscellaneous (Welfare, Site Security, Other) | Price |
|-----|-----|--|---------|
| 1 | | £10k+ Sovereign Compliance Package (Free Of Charge - 1 Year) <small>Other items/services</small> | £0.00 |
| 1 | W1 | Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract <small>Other items/services</small> | £398.79 |

Sub Total £398.79

Prompt Payment Offer: £6,214.70

| Qty | Ref | You May Also Require (Items below are NOT included within total) | Price |
|-----|-----|---|---------|
| 1 | | Independent Post Installation Inspection (recommended additional option) <small>Other items/services</small> | £480.00 |

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E & OE, subject to our Terms and Conditions.

Subject to full technical site survey.



Specifications



SOVEREIGN
Bringing imagination into play

Product Description

As children become older their play need starts to change. Games requiring an increased element of skill and that encourage healthy competition become more popular, such as netball, cricket, hockey, basketball and football. Here at Sovereign we recognise these needs, and offer a multi-use games wall for the sports you want to play.

868 Metal Goal (with sides & hoop)

Product Code **868GOALPT4 / V1 / BP**



Technical Details

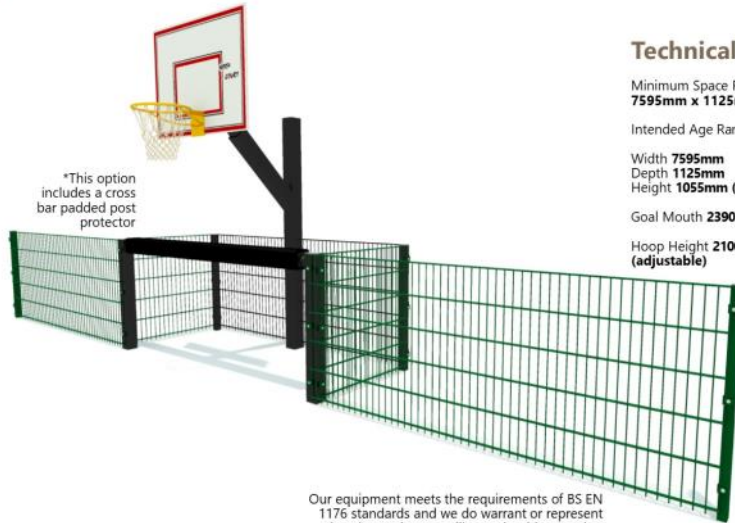
Minimum Space Required
7595mm x 1125mm

Intended Age Range **+5 Years**

Width **7595mm**
Depth **1125mm**
Height **1055mm (top of crossbar)**

Goal Mouth **2390x950mm**

Hoop Height **2100 - 3050mm (adjustable)**



*This option includes a cross bar padded post protector

Our equipment meets the requirements of BS EN 1176 standards and we do warrant or represent that the equipment will comply with any other standard or quality mark.



Constructionline



Sovereign Design Play Systems Ltd | Registered office: 40 Towerfield Road, Shoeburyness, Southend-On-Sea, Essex, S53 9QT | Reg No: 5024016 - Registered in England



SOVEREIGN
Bringing imagination into play

Product Description

As children become older their play need starts to change. Games required need an increased element of skill and also encourage healthy competition. Games such as netball, cricket, hockey, basketball and football become more popular. Here at sovereign we recognise these needs and offer a MUGA Court for the sports you want to play.

Images shown are for illustration purposes only, as final product may vary.

868 Metal Goal Ends

Product Codes **MINIGOAL-868 / MUGAGOAL-868 / BP**



Technical Details

MUGA Goal End
Width - 7830mm
Height - 3000mm (basketball hoop)
Depth - 1100mm

Mini Goal



Muga Goal

Technical Details

Mini Goal End Only
Width - 7950mm
Height - 3000mm
(1200mm goal height)
Depth - 1450mm

Fencing
Height - 1030mm, 2030mm & 3030mm
Width - 2510mm (per panel)

Specifications

- 868 Double Wire Mesh
- 3m Height To Basketball Hoop
- PPC Finish, Green Mesh & Black Posts
- 2x Chicane Entrances



Detail



Constructionline



Please Note
All prices are subject to minimum installation and delivery charges. All prices exclude VAT. Terms and conditions available on request.

Sovereign Design Play Systems Ltd | Registered office: 40 Towerfield Road, Shoeburyness, Southend-On-Sea, Essex, S53 9QT | Reg No: 5024016 - Registered in England

Specifications



SOVEREIGN
Bringing imagination into play

Product Description

As children become older their play needs starts to change. Games requiring an increased element of skill that encourage health competition become more popular, such as netball, cricket, hockey, basketball and football. Here at sovereign we recognise these needs and offer a multi use games wall for the sports you want to play.

This unit is available in the regulation 10 foot high hoop or an 8 foot high hoop for key stage two users.

Senior Wooden Goal End

Product Code **SWMUGABM / V8 / BP**

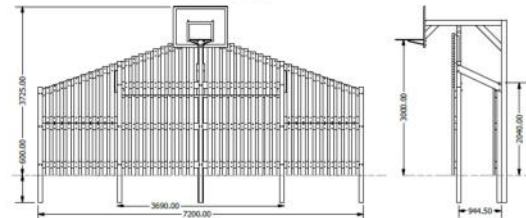
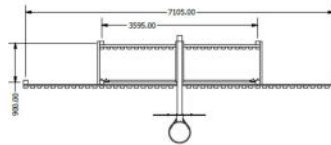


Technical Details

Intended Age Range **+12 Years**

Width **7200mm**
Depth **1085mm**
Height **3725mm**

Hoop Height **3000mm**



Please Note

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Additional Information



Site security, Welfare, Power and Water

To keep costs to a minimum, no allowance has been made for site security, welfare facilities, power or water, so we ask that you provide these as required.

Our installation engineers will use a temporary 1 metre high orange barrier for excavated holes and unfinished works. Should more substantial fencing be preferred, there would be an additional charge for this as we will need to hire, assemble and dismantle upon completion.

If at any point during the installation in term time welfare facilities are not available, the client should advise us immediately, if we cannot find a local facility, a charge may be incurred for us to hire portable lavatory facilities.

Pre-Installation Surveys

If you are having old equipment / surfacing removed from the area of installation or groundwork's undertaken by any party other than Sovereign, we would recommend a pre-installation survey to confirm the area has been prepared correctly prior to our works commencing. The cost for the pre-installation survey is £149.00 plus VAT.

Should you not opt for a pre-installation survey, and works are not completed as required this may lead to either a suspension of the installation and an abortive visit charge, or alternatively we may be able to complete the preparation and charge accordingly.

Underground Services

All due care will be taken to locate underground services prior to excavation, however no responsibility can be accepted if any unknown or incorrectly sited services are damaged. Where possible, we ask you provide us with drawings or plans for services.

Supply Only / Installation by a Third Party

We are unable to accept duty of care for equipment sold supply only and installed by a third party and cannot verify the installation will be compliant to BS EN standards.

Planning permission / Building regulations

It is your responsibility to obtain the necessary approval, and we recommend that you attain the appropriate advice from your local authority before proceeding, as requirements do vary.

Design changes that have occurred due to planning permission and building regulation requirements may incur additional costs. You will need to pay any fees relating to planning or building regulation applications, local authority and survey fees.

Removals / Repairs

Removal costs include clearance of waste from site and the statutory requirements of licensed disposal of rubber and commercial waste.

When removing or repairing existing equipment, sometimes the components parts can fail and additional costs maybe applicable to replace.

Wetpour / Band Repairs

When adding to or repairing existing third party surfacing or equipment, Sovereign will not accept a duty of care for the existing surfacing or equipment, only on the works/components carried out.

Additional Information

Although every care will be taken, our quotation does not cover any damages that may occur over the access route. Unless stated otherwise, levelling of the proposed installation area is not included with our quotation and new surfacing will follow the undulations of the ground.



Payment Terms



Your order confirmation will detail your chosen payment terms:

Pro Forma

All privately funded establishments ordering for the first time will be on pro-forma terms, based on full payment by return before delivery/installation.

15 Day Payment Offer

Terms are based on full payment being received within 15 days of delivery/installation.

Discounted Prompt Payment Offer

Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation. Please note that the prompt payment saving will be lost should you not adhere to our Terms and Conditions and the full 15 day payment will become due.

Spread Payment Plan

Terms are based on 3 singular payments. One payment after delivery/installation, one payment in 12 months' time and your last payment in 24 months' time. This is through our funding partner, Funding for Education. Subject to status.

Direct Debit

Terms are based on a Direct Debit being set up.

FOC

The items are Free Of Charge.

Invoicing Process

Depending on the products and services you have selected, you may receive invoices from us as different stages of the work are completed. Each balance payment will be required within your agreed payment terms, but don't worry, because they will all add up to the total order value agreed.

Early Invoicing

Should you need an invoice ahead of works being completed to assist in organising payment, an early invoice can be issued. Prior to holiday periods, early invoices will be issued as standard to customers who have works due to be carried out and completed in the holiday period so payment terms can be adhered to.

Sending invoices

Invoices will be sent to you by email from our Accounts Department who will contact you to ensure you have received the invoice(s) and everything is satisfactory for payment to reach us within the agreed terms.

Late payment and charges

Please refer to section 10 of our terms and conditions for details.



Warranties and Accreditations



25 Year Metalwork
Warranty Against
Structural Failure



25 Year Structural
Guarantee on Metal
Gym Equipment
with 2 years
Guarantee on
moving parts (such
as bearings), 5 year
Guarantee on Paint



20 Year Timber
Warranty Against
Structural Failure



10 Year Warranty
on Timbers on
Residential Tower
Units



7 Years Warranty
covering defects in
manufacturing,
materials, the UV
degradation (Including
light fastness) and
excessive wear of
Needlepunch
Sport Surfacing



5 Year Warranty
Springs



5 Year Warranty
HDPE Coloured
Panels and Roofs



5 Year Warranty
Playground Markings



5 Year Warranty
Safety Surfacing



5 Year Warranty
Tower Platforms and
Floors



3 Year Warranty Swing
Seats and Chairs



2 Year Warranty
Bearings



1 Year Warranty on
Metal Gym
Equipment



1 Year Warranty
Powder Coating



1 Year Warranty
Installation

Exclusions to Warranties

All of the above warranties exclude normal wear and tear, improper use and deliberate, accidental and cosmetic damage.

During the warranty period, we will repair the faulty component, or replace the faulty part with a new component at our sole discretion. Components replaced or repaired during the warranty period will carry the unexpired portion of the original warranty.

All Sovereign equipment must undergo regular inspection and routine maintenance in accordance to Sovereign's Operation and Maintenance Manual, which can be obtained at no extra cost on request or downloaded from the Sovereign website at www.sovereignplayequipment.co.uk



Sovereign Compliance



Inspection, Maintenance and Repair

Your play equipment is an investment and needs to be maintained to the highest standard in order to prolong its life, value and most importantly safety. For your peace of mind, our Sovereign Compliance Packages offer a complete service for the inspection, reporting and essential maintenance of outdoor play equipment. This gives you complete visibility on the status of your equipment, notifying you early on of any concerns before they become larger issues.

Included Services

Inspections -

Carried out by our RPII (Register of Play Inspectors International) certified inspectors, we will thoroughly assess the condition of your play equipment and the surrounding environment, highlighting any areas of concern. Our inspectors will also review your existing weekly inspection and maintenance records.

Maintenance -

All our Inspectors are also fully trained in repairs and maintenance, meaning where possible minor works will be resolved during your inspections.

Works including, but not limited to:

- Replacement of caps
- Tightening of any fixtures & fittings
- Minor repairs
- On a returning visit re-fortification of loose posts

Additionally, we can supply a quotation for third party equipment repairs.

Reports -

After each inspection you will receive a comprehensive report detailing any concerns, along with suggested next steps. We clearly list all of your covered play equipment and with photos highlight our findings. Our reports serve as evidence that you have a complete process in place protecting the safety of your children around the equipment.

Pricing -

- Single visit, Maintenance, advice quote and report £199
- Two visits per year, maintenance, advice, quote and reports £299 (recommended)

The Extra Mile...

When products or components fail within the warranty period, many companies just send out the replacement parts. At Sovereign we go the extra mile and include the removal and reinstatement of any new parts.



Testimonials



Thundersley Primary School

South Benfleet, Essex

"It was good to see you again at the Nursery School. Our Head Teacher, Mrs Dawson, was really impressed with the quality and the installation of the outdoor classroom that your Company recently fitted. It has been massively flexible and used for a wide range of activities, including packed lunches and parent waiting. If any projects arise in the future we would be very happy to invite you back to quote."



Cedar Hall School

Benfleet, Essex

"Our thanks to Sovereign for installing the outdoor gym equipment at our school. It looks very professional and has gained the interest of all our pupils who queue up to use the four machines. Many thanks for a job well done!"

Val Bezant—Deputy Headteacher

Rivenhall Primary School

Witham, Essex

"We Asked Sovereign to replace a crumbling wetpour play surface in our playground. The entire process was efficient, we were given good advice and were advised promptly when due to the condition of the area additional materials were required. The work was completed on time and there was no mess left behind. We are very pleased with the end result and would recommend this company to other schools."

Edit Davies- Business Manager



Woodham Ferrers, Bicknacre and

West Hanningfield Parish Council

"From project start to finish the service from Sovereign is excellent. They give honest advice about suitability of the products for the intended areas supply quality items at very attractive prices and keep you informed all the way.

The company is very flexible and accommodating if plans change and if there are any issues after the project is complete these are dealt with quickly. Having used Sovereign for a number of large projects I would 100% recommend them without hesitation."

K Kuderovitch—Clerk Of The Council



Case Study

Cooks Spinney Primary Academy & Nursery Essex



Sovereign Play have successfully completed an extensive redevelopment of the outdoor play areas at a Primary Academy in Essex!

The Issue:

Back in 2017, Cooks Spinney Primary Academy & Nursery were looking to develop their outdoor play facilities. With no clear provision for outdoor play and learning, Assistant Head, Luke Wildig sought the expertise of Sovereign to help transform the play areas.

The Resolution:

Experienced Sales Area Manager, Tony Robinson visited the School to discuss their ideas for the outdoor space. As a large site with a variety of areas to choose from, there were plenty of opportunities to increase play

provision. Focusing on three areas to begin with, Tony and the School looked to add some basic yet diverse play equipment to the areas. With the aim of providing a

The Process:

Utilising Sovereign's extensive range of products for the first phase of projects, Tony began with the suggestion of timber MUGA Goal Ends to provide an outlet for sport and group play on an existing tarmac playground. An outdoor classroom in the form of one of Sovereign's classic Gazebos was then selected to offer a versatile yet comfortable learning space. For an unused grass area, the Sahara adventure tower was chosen to offer some high-level challenge, along with Grass Guard tiles to meet the highest levels of safety. With the addition of a Mini Tunnel Mound and Artificial Grass, the plans were finalised and focus could turn to the second phase.

This time the School were looking to improve a large, unused grass area with the aim of offering an outlet for more challenging physical development, as well as some creative play provision. Tony was back on hand to assist, suggesting Sovereign's ever-popular Spider Log Climber and Red Rover Trail to offer physical challenge for each age group. The Backless Semi-Circle Stage and classic Simple Benches were then suggested to encourage creative and social play, as well as offering some imaginative role play provision.

The Installation:

Installation for phase one commenced and the team from Sovereign worked tirelessly to complete the works

efficiently and to the highest standard. With the

successful installation of the first phase complete, plans could be put into motion for phase two of the works. Again the installers completed the works diligently and to schedule, whilst maintaining a composed and

professional presence on site.



The Results:

Cooks Spinney Primary Academy & Nursery now boasts an extensive and diverse range of exciting play equipment that the whole School can enjoy. The children enjoy being able to explore the equipment during their play times and the staff are delighted watching them learn and develop whilst growing in confidence. Plans for the third phase of the development are already in motion to transform their EYFS outdoor facilities, with the School confident that Sovereign will deliver another successful installation that understands and fulfils their needs.

» "We have always been very pleased with Sovereign, thus inviting them back for the third large project. They always listen to our requirements and take our priorities and needs fully on board. The plans are very clear and concise and very easy to present to others. The end products is of a very high standard, with the fitting teams always carrying out their duties professionally on site. We would have no hesitation in recommending Sovereign as their overall package always represents excellent value!"

- John Childs, Site Manager

Sovereign Design Play Systems Limited

Terms and Conditions



It shall be the duty of Sovereign Design Play Systems Limited (known hereafter as 'the Company') to provide You with the Goods and Services in accordance with the Order Confirmation provided to you and the terms and conditions ("T & C") as laid out below.

1. Definitions

1.1 "Authorised Person" means the person who places the Order and who is duly authorised by You to enter into a binding contract with Us.

1.2 "We or Our or Us" means the Company whose registered office is 40 Towerfield Road, Shoeburyness, Essex SS3 9QT, registered number 5024016, a company registered in England.

1.3 "Contract" the contract between You and Us (in whatever terms for the supply of goods and/or provision of services) to which these T&C relate (whether incorporated, appended or attached).

1.4 "Goods" means the Goods that We have agreed to supply You (including but not restricted to the equipment and component parts) as shown on the Order Confirmation.

1.5 "Order" your order for the Goods and/or Services as set out in your Purchase Order.

1.6 "Order Confirmation" means the document provided by Us upon receipt of the Order which confirms your Order and which you are obliged to return signed by an Authorised Person and in the event that it is not returned within 48 hours of your receipt, the Order Confirmation shall be deemed accepted by You and You will have no ability to cancel the Contract without liability to Us as set out below.

1.7 "Order Value" means the price set out on the Order Confirmation.

1.8 "Site" means the premises where the Goods are to be supplied and/or installed by Us.

1.9 "Services" means the services that We have agreed to provide You (including but not restricted to installation and any other preparatory or ancillary work), as shown on the Order Confirmation.

1.10 "T&C" means these terms and T&C or any subsequent variation thereof.

1.11 "You or Your", the person, company, firm or entity being party to the Contract and to whom Goods are supplied and/or Services are provided.

2. Offer and Acceptance

2.1 The Order constitutes the offer by You to purchase the Goods and/or Services in accordance with these T&C and You shall ensure that the Order is complete and accurate and has been placed by an Authorised Person.

2.2 The Order will not be accepted until We issue You with the Order Confirmation which will confirm the existence of the contract.

2.3 You are responsible for ensuring that the Order Confirmation provided by Us accurately reflects the Goods and/or Services that you wish Us to supply to You and to notify of any discrepancies within 48 hours of your receipt.

2.4 These T&Cs shall apply to all Goods and/or Services provided by Us to You to the exclusion of all other terms and T&C, including any terms or T&C which you may purport to apply to the Contract under any purchase order that you supply and no variation of these T&C shall be binding unless agreed in writing by Us and attached hereto.

2.5 The Company's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by Us in writing and in entering into the Contract to purchase Goods and/or Services you acknowledge that you do not rely on any such representations which are not so confirmed.

2.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by You, You shall indemnify Us against all losses, damages, costs and expenses incurred by us in connection with settlement of any claim for infringement of any patent, copyright, design right, trade mark or other intellectual property rights of any other person which results from our use of your specification.

2.7 The Company reserves the right to make changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirements.

3. Commencement Date and Delay

3.1 You shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery by Us (including outside normal business hours), and You must ensure that an authorised representative is present at the time of delivery in order to ensure access to the site and to authorise and our enable delivery of the Goods.

3.2 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate contract into which these T&Cs shall be incorporated. Failure by the Company to deliver any instalment shall not entitle You to treat these T&C as repudiated.

3.3 Any dates quoted for delivery or installation of the Goods are approximate only and the Company shall not be liable for any delay in the delivery or installation of the Goods howsoever caused, including any delay caused by Force Majeure Event, because of your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply or installation of the Goods. Time for delivery shall not be of the essence unless previously agreed in writing by Us.

3.4 The Company may install or deliver the Goods in advance of the quoted delivery date upon giving You reasonable notice, and may also deliver at a date earlier than the proposed installation date, You must advise us at the time of placing your Order if this is not acceptable as subsequent variations may affect the delivery date, installation date and price.

3.5 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or Your fault, and We are accordingly liable to You for delay, Our liability shall be limited to the excess (if any) of the cost to You (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods,

3.6 If You fail to take delivery of the Goods, fail to give Us adequate delivery instructions at the time stated for delivery or fail to permit us to install the Goods, then the Company reserves the right to:

3.6.1 Store the Goods until delivery to You and charge You for the reasonable costs (including insurance) of storage; and/or

3.6.2 Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses or charge You for any shortfall below the agreed price;

3.6.3 Charge You an abortive fee of £200 per half-day or £400 per full day, deemed to exclude all applicable VAT. We will reschedule your delivery and/or installation, but there may be a consequential delay and charges applied.

4. Access for Installation

4.1 You must ensure that an authorised representative is present at the site at the time of installation or any preparatory work being carried out in order to ensure access to the Site and provide confirmation as to design and layout.

4.2 We will cordon off the installation area using temporary orange fencing (during works, replacing with barrier tape upon completion). If You require more substantial fencing, You must advise Us timeframe before the agreed delivery date, The Order Confirmation and price will be altered accordingly.

4.3 Any dates quoted for installation or any preparatory works are approximate only and We shall not be liable for any delay howsoever caused. Time for installation shall not be of the essence unless previously agreed in writing by Us. Where We need to change an installation or preparatory work date, We will provide You with at least 24 hours' prior written notice, whenever practical,

4.4 You acknowledge that installation of floor markings, surface and other specialist goods are completed by different teams and may not take place on the same day as installation of the Goods.

4.5 You acknowledge that We may need access to the Site outside of normal business hours.

4.6 Although We shall take reasonable steps to avoid causing damage to floor, surfaces and access routes, We shall not be liable for such damage (unless caused by our negligence or wilful default) when You have given us permission to access such floor, surface or access routes.

5. Limitation of Liability

5.1 We warrant to you that any Goods purchased from Us are of satisfactory quality, and reasonably fit for purpose for which Goods of their kind are commonly supplied, and will be useable for a minimum period of 12 months from delivery, provided they are maintained in accordance with the relevant maintenance guidelines that we or the manufacturer of the Goods may provide.

5.2 We shall not be liable for the failure of the goods to comply with the warranty set out in clause 14.1 if:

5.2.1 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or

5.2.2 you alter or repair such Goods without our written consent; or

5.2.3 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working T&C.

5.3 Our liability for losses you suffer as a result of Us breaching the Contract is strictly limited to the purchase price of the Goods you purchased.

5.4 This does not include or limit in any way our liability: 5.4.1 For death or personal injury caused by our negligence;

5.4.2 Under section 2(3) of the Consumer Protection Act 1987;

5.4.3 For fraud or fraudulent misrepresentation; or

5.4.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

5.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to any or all of the following: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data, or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 5.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 5.1 or clause 5.2 or any other claims for direct financial loss that are not excluded by any of the provisions of this clause 5.5.

5.6 Except as set out in these T&C, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.7 These T&C shall apply to any repaired or replacement Goods supplied by us.

5.8 No claim for damage in transit, shortage of delivery or loss of Goods shall be accepted by the Company for consideration unless:

5.8.1 In respect of damage in transit or short delivery, You provide notice to Us within three days of receipt of the Goods, and within five days thereof send a complete claim in writing to us; and/or

5.8.2 In respect of loss of Goods, You provide notice to Us in writing within ten days of the date of consignment of the Goods sends a complete claim in writing to Us; and

5.8.3 a written claim pursuant to this clause shall state the advice note number, condition of package, date consignment received and extent of damage or shortage.

5.9 All leaflets, specifications, drawings and particulars of prices, weights, dimensions, colours and performance issued by us are approximate only and are not intended to form the basis of any contract between you and us.

5.10 You undertake to comply with the General Goods Safety Regulations 1994 to the extent that they apply to the Goods.

5.11 It shall be Your responsibility to advise Us of any issues known to You in respect of the surface to which the Goods will be affixed, and in the event that it is later determined that such issues were not declared, We shall have no responsibility for any remedial works and/or losses.

5.11.1 You undertake to indemnify the Company in respect of any and all claims arising from the Goods being unsafe as a result of your activities.

5.11.2 You agree to monitor the safety of the Goods once installed, to pass on any information on the risks of the Goods and to co-operate in any action we may decide to take to avoid those risks.

5.11.3 You acknowledge receipt of any important health and safety notification that we may provide relating to the installation of the Goods and associated floor markings.

5.11.4 We will provide the Goods in accordance with BSEN 1176/1177, We do not warrant or represent that the Goods will comply with any other standard or quality mark.

5.11.5 Except in respect of death or personal injury caused by our negligence, the Company shall not be liable to You by reason of any representations (unless fraudulent), or compliance with any instruction or consent given by You or on Your behalf by an Authorised Person, or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply or installation of the Goods or their use by You, and our entire liability under or in connection with the Contract shall not exceed 110% of the price of the Goods, except as expressly provided in these T&Cs.

6. Passing Of Property and Risk

6.1 Whilst risk in the Goods shall pass to You from the time of delivery, legal and beneficial ownership of the Goods shall remain with Us until such time as we have received payment in full in respect of all sums owing from You to Us.

6.2 Until such time title to the Goods has passed to You, you shall:

6.2.1 keep the Goods separate from your property and that of any third party and clearly identified as being the property of the Company;

6.2.2 Until title to the Goods has passed to you, you shall: (a) hold the Goods on a fiduciary basis as the our bailee; (b) store the Goods separately from all other Goods held by you so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (e) notify us immediately if it becomes subject to any of the events listed in clause 13.1. If before title to the Goods passes to you, you becomes subject to any of the events listed in clause 13.1, or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

6.3 Without prejudice to our warranty set out at clause 14, you must notify us within 48 hours of delivery if the Goods are defective or damaged or the delivery is short.

6.5 In the event that You engage any works to be undertaken to Goods supplied by Us by any third party not authorised by the Company, the Company will have no further responsibility or provide any warranty for the Goods and will not be responsible for any claims.

6.6 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 despatched by you at your own risk.

Sovereign Design Play Systems Limited

Terms and Conditions



6.7 You shall not be entitled to reject part only of the Goods delivered in accordance with these T&Cs.

6.8 Any claims against Us for Goods not credited or replaced will only be considered where you can provide proof of delivery to Us,

6.9 The Company will at our discretion replace whenever possible Goods found to be of faulty manufacture after examination provided that the Goods have been returned in accordance with these T&C, We will return goods after examination if they are found to have no fault or defect,

7 Instructions

If the signing-off of our installation of Goods is dependent on a third party (e.g, Council, H&S Executive), you must inform us upon placing your order and this will be confirmed in the Order Confirmation as subsequent and later notification may affect the delivery date, installation date, price and payment terms.

8 Cancellation of Order

8.1 No Order Confirmation once provided by Us may be cancelled by You without Our written consent once returned duly signed by an Authorised Person or after a period of 48 hours has elapsed following your receipt of the Order Confirmation, save for as set out in clause 8.3 below.

8.2 If an Order is cancelled by You within 48 hours of your receipt of the Order Confirmation, and our written consent is provided for the cancelled order, We are entitled to charge You a fee of 25% of the Order value, to a maximum of £1,000.

8.3 If an Order is cancelled after 48 hours from your receipt of Order Confirmation, and our written consent is given for a cancelled Order, We are entitled to charge You a fee of 50% of the full Order Value.

9 Defects

9.1 Any claim by You which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or the installation of the Goods shall be notified to Us within 48 hours of the date of delivery or (where the defect or failure was not apparent on reasonable

inspection) within a reasonable time after discovery of the defect or failure but not more than one year after delivery and such Goods shall be returned with written notification which must state the nature of the fault of each item and the invoice number in relation to the purchase of each item.

9.2 If delivery is not refused, and You do not notify us accordingly, You shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and You shall be bound to pay the Order Value as if the Goods had been delivered in accordance with the Order Confirmation.

9.3 Where any valid claim in respect of any of the Goods, which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to Us in accordance with these T&C, We shall be provided with the first opportunity to repair or replace the Goods (or the part in question) free of charge or, at our discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you;

9.4 If you require Goods to be returned to Us because you claim that the Goods are in breach of clause 14.1, you must first contact our Customer Services team. For the avoidance of doubt, if any specific part of the Goods supplied is in breach of clause 14.1, your entitlement is for Us to inspect that or those parts, and not the entire Goods. We will arrange for an examination of the Goods to take place either at the place of delivery or the place of installation of the Goods and we will notify you whether we will repair or replace the Goods if they are defective, or alternatively whether we will provide a refund. If we are to provide you with a refund, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. In the event that the Goods are collected by us, you will not receive payment for the costs incurred by Us in collecting the Goods. Goods returned for any other reason may be collected by Us although we will levy a collection charge which shall be confirmed to you in writing by our Customer Service Team when collection is arranged or if the Goods to be returned are able to be returned by You directly, there will be a minimum charge of twice the delivery rate appropriate for the Delivery Location and an administrative charge equal to 5% of the order value plus VAT, and such charges shall be confirmed to you by our Customer Service team. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.5 Where a defect is notified to us in accordance with the provision set out above, and you have not yet paid the full Price, you shall be entitled to retain up to 10% of the Price until the defects have been remedied.

10 Charges and Payments

10.1 Any price quoted on our Order Confirmation shall be deemed to exclude all applicable VAT unless otherwise stated. You shall, on receipt of a valid VAT invoice from Us, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and will update our Order Confirmation to reflect any increase in the cost to Us which is due to any delay caused by your instructions, any change to those instructions or failure to provide adequate instructions,

10.3 All sums due to Us shall be payable in cleared funds within the timeframe agreed and as confirmed to You by Us within our Order Confirmation. If you fail to pay all sums due to Us on the due dates for payment then without prejudice to any other rights the Company may have, the company shall be entitled:

10.3.1 To cease taking further orders from You, and withhold further delivery of Goods for existing orders.

10.3.2 To demand immediate payment of all or any sums invoiced to You by the Company whether due at the date of the demand or not.

10.4 Payment shall be made by You without deduction or set-off, and shall be made notwithstanding any delay in obtaining such sign-off of the instalment by any third party (e.g, Council, H&S Executive).

10.5 If any minor or remedial issues in relation to the delivered Goods are reported in accordance with clause 9.1 above, You may retain a maximum of 10% of the Contract Price until such time that the minor or remedial issue has been resolved.

10.6 Where We have agreed a special discount, payment or other terms with

You, these shall be strictly subject to your compliance with these T&C, and such T&C shall cease and revert to our standard terms upon your non-compliance.

10.7 We shall be entitled to charge interest (calculated pro rata on a daily basis

and claim compensation on overdue accounts from the date payment is due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the date of actual payment,

10.8 If Goods are credited it will be at the invoice price stated on the return application sheet and agreed by Us in writing.

10.9 In the event that during the course of the Services provided by us and/or the provision of any Goods to be supplied, it is determined that due to unforeseen circumstances, additional costs will be incurred due to additional Goods and/or Services being required, We will notify You in writing of the additional costs and You will be liable to cover such additional costs in order to enable the original Services and/or Goods to be provided.

11 Guarantees and Intellectual Property

11.1 We shall make reasonable endeavours to pass on to You the benefit of any guarantees or warranties given by any manufacturers of the Goods.

11.2 We hereby grant to You a non-exclusive and non-transferable licence to use such of our intellectual property rights as may be reasonably necessary for you to comply with your obligations under the contract. Such licence shall terminate automatically upon Your completion of the final act required of you to comply with such obligations.

11.3 If any claims are made or any action brought against You in respect of any infringement of an intellectual property right by the use or sale of Goods supplied by us, you must immediately give us written notice with full particulars of such claim or action.

12 Entire Agreement

These T&Cs (together with the terms (if any) set out in the Contract, the Order Confirmation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

13 Termination

13.1 If You become subject to any of the events listed in clause 14.2, or we reasonably believe that you are about to become subject to them, then without prejudice to any other rights We may have, We shall be entitled

13.1.1 to withhold delivery of any undelivered Goods and to stop any Goods in transit and the installation of the Goods

13.1.2 we reserve the right to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13.1.3 to enter upon your premises and take possession of the Goods; and/or to re-sell the Goods or such of them as we deem necessary in order to recover the amount due and payable to us together with any costs incurred by us in taking such steps and you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

13.2 For the Purposes of clause 13.1, the relevant events are:

13.2.1 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has a partner to whom any of the foregoing apply; or

13.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors; or

13.2.3 (being an individual) you are the subject of a bankruptcy petition or order; or

13.2.4 a creditor of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

13.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or

13.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or

13.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or

13.2.8 any event occurs, or proceeding are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to 13.2.8 (inclusive); or

13.2.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

13.2.10 your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfill your obligations under the Contract has been placed in jeopardy

13.3 We will not be liable to you or deemed to be in breach of contract by reason of delay or failure to perform any of Our obligations if the delay or failure due to acts caused beyond Our reasonable control.

14 Warranty

14.1 We make no express warranties and specifically disclaim any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services and/or the supply of Goods under these T&Cs to the extent permissible by law.

14.2 We do not guarantee, and nothing contained in these T&Cs shall be construed as a guarantee, that the Services performed or to be performed by Us will achieve any projected level of results.

14.3 Should You for any reason need to make a warranty claim, You must complete and return a claim form which can be obtained by contacting Us.

15 Confidentiality

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

16 Force Majeure

16.1 The Company shall not be liable for any default (or be deemed to be in breach of contract) by reason of any delay due to any occurrence beyond its reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action. (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. (e) Impossibility of the use of public or private telecommunications networks. (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17 General Matters

17.1 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision,

17.2 If any provisions of these T&C are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected,

17.3 These T&C and the contract shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts,

17.4 These T&C do not purport to confer a benefit on any third party.

17.5 The Contract between you and us is binding on you and us and on our respective successors and assigns.

17.6 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17.8 We have the right to revise and amend T&C at any time to reflect changes in market T&C affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.9 You will be subject to the policies and terms and T&C in force at the time that you order Goods from us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these T&C before we send you the written confirmation in accordance with clause 2.3 (in which case we have the right to assume that you have accepted the change to such T&C, unless you notify us to the contrary within 48 hours of receipt by you of the Goods).

18 Notices

Any notices required or permitted to be given by either party to the other under these T&C shall be in writing addressed to the other's principal place of business.



SOVEREIGN

Bringing imagination into play

Company Name

Sovereign Design Play Systems Limited

Registered Address

40 Towerfield Road
Shoeburyness
Essex
SS3 9QT

Company Registration No

5024016

Company VAT Registration No

832 5102 64

Insurance

Public Liability: £10,000,000
Professional Indemnity: £5,000,000
Employers Liability: £10,000,000

01702 291129

www.sovereignplayequipment.co.uk

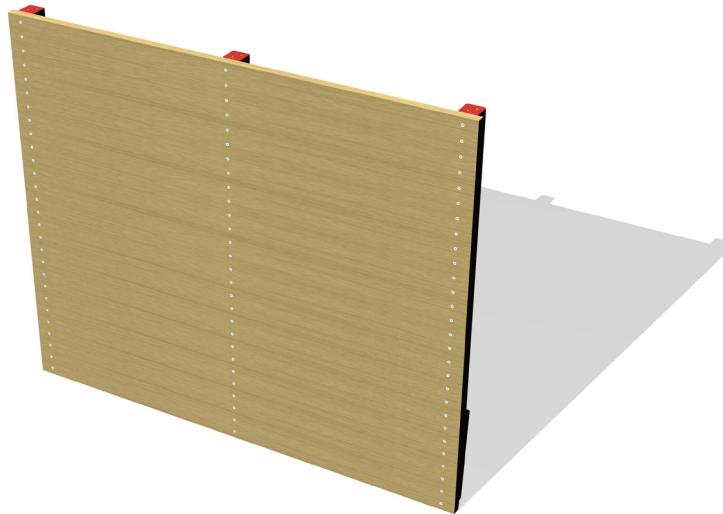




OUTDOOR
SPORTS AREAS

CP067A Timber Kick Board

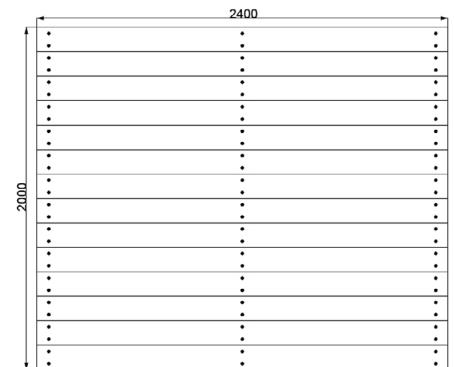
2.4m x 2m



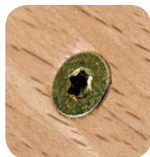
Free Fall Height: N/ A
H: 2.4m, L: 2m, D: 0.13m

Features:

- 3 Reinforcing Timber Posts
- 3 Playtec Caps
- Timber Plank Construction



All our timbers are pressure treated with a chrome-free and arsenic free preservative which protects against decay and insect attack for 20 years.



High quality countersunk torx head wood screw with special thread. Hardened steel with a brass effect finish.



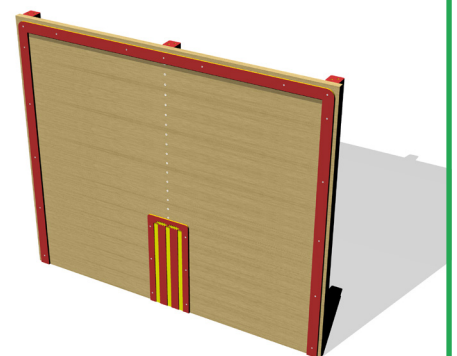
Fastenings are tamper proof or capped with secure custom-made plastic tamper proof covers. All footholds have a slip-resistant surface.



Similar Product: CP067C Timber Kick Board with Trim -2.4m x 2m

Also available with trim

CP067C Timber Kick Board with Trim -2.4m x 2m





QUOTE

VAT Registration Number
GB560027180

Quote Date **Quote Number**
14-02-2023 CP1020

Wickhambrook Parish Council
3 Farriers Close
Great Barton
1
Suffolk
IP31 2FP

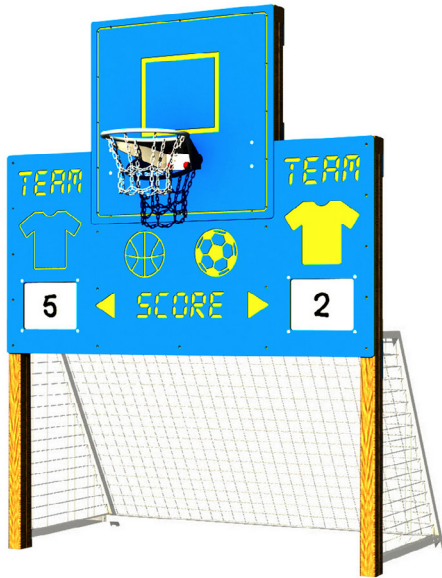
| Qty | Item | Description | Unit £ | VAT | Total |
|-----|----------|--|-----------|--------------|------------------|
| 1 | MU104 | COMBI GOAL (TIMBER) | £2,595.00 | 20.00% | £2,595.00 |
| 2 | CP067(A) | 2.4M X 2M TIMBER KICK BOARD | £1,036.00 | 20.00% | £2,072.00 |
| 1 | SSW101 | SITE SECURITY | £495.00 | 20.00% | £495.00 |
| 1 | POSTINST | INDEPENDENT POST INSTALLATION INSPECTION | £440.00 | 20.00% | £440.00 |
| | | | | NET | £5,602.00 |
| | | | | VAT | £1,120.40 |
| | | | | GROSS | £6,722.40 |

- Installation address: Six Acres, off Cemetery Road, Wickhambrook, CB8 8XR
- Subject to survey and good access
- No allowance made for making good access route over grass
- Price includes delivery and installation
- Payment due on completion of works
- All plastic end caps/brackets may differ in colour from any 3D visual unless otherwise stated
- Equipment to be sited onto tarmac
- Products to be sited in corner layout as per visual
- Customer to provide welfare facilities for duration of installation
- All prices quoted are valid for a period of 30 days from date shown
- Term and Conditions apply - <https://creativeplayuk.com/terms-and-conditions/>



OUTDOOR
SPORTS AREAS

MU104 Combi Goal - Timber



Free Fall Height: N/ A

H: 3.15m, W: 2.4m, D: 1.9m

Features:

- Basketball Net
- Mesh Goal
- Playtec Backboard & Scoreboard
- Timber Post Construction



All our timbers are pressure treated with a chrome-free and arsenic free preservative which protects against decay and insect attack for 20 years.



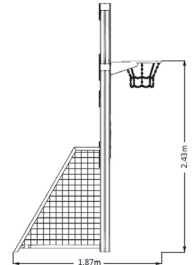
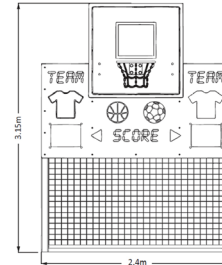
All metal is powder coated steel, which gives a smooth durable clean finish.



High spec., co-extruded polyethylene 'Playtec' panels. It is extremely durable, will not fade in sunshine, it is unaffected by moisture, will not delaminate.



Fastenings are tamper proof or capped with secure custom-made plastic tamper proof covers. All footholds have a slip-resistant surface.



Key points to consider and additional information

1.) Payment Terms

State Funded Organisations – full payment is due on completion of the project. We understand that payment can take a few days to process so accept that payment can take 14 days from completion to reach us.

Privately Funded Organisations – a 50% deposit will be required prior to manufacture of your order. This payment is due within 14 days of placing your order and a proforma invoice will be sent upon order. The balance of your invoice will be due on completion with funds being received within 14 days. Credit is subject to status and Credit Insurance application.

Invoicing – We will send you an invoice a few days prior to completion to facilitate payment. If you require invoicing before this, please let us know.

School Holidays – where a project is scheduled to be completed during a school holiday and where payment cannot be made during the holiday, and within agreed payment terms, an invoice will be issued in advance. If you are unable to meet the agreed payment terms because of school holidays, we will ask for part payment of the invoice prior to the project commencing. This is particularly applicable to the 6-week summer holiday.

2.) Cancellation

Following receipt of a signed order, we will process your order and issue an email sales order acknowledgement.

The customer may cancel the order, at no cost, within 5 days of issue of the sales order acknowledgement email. Cancellation requests must be received in writing.

If the customer wishes to cancel after 5 days of issue of the sales order acknowledgement email, then 50% of the order value will be payable.

In any event, if the customer wishes to cancel the order within 14 days of the notified installation date, then 90% of the order value will be payable.

3.) Postponement

You may request to postpone the project by contacting Creative Play in writing if notification is received at least 14 days prior to the notified installation date. Where a postponement is requested less than 14 days before the notified installation date then abortive fees of 10% of the order value would be incurred.

The project cannot be postponed for more than 6 months from the date of issue of the sales order acknowledgement email. Where projects are not started within 3 months, the full amount of the project value will become payable.

Where products have been manufactured ready for installation, we may ask you to make payment for the value of the products less the installation charges.

4.) Planning Permissions

Planning permission is not usually required for playground equipment developments; however, it is the customer's responsibility to check whether there are planning permission requirements for their project as restrictions differ dependent on location, planning authority and permitted development.

5.) Site Security & Welfare

Unless stated otherwise within our quotation, no allowance has been made for site security and welfare facilities.

Our installation teams will use a 1m high temporary orange mesh fence to identify the area of works. Should more substantial, metal Heras fencing be required this can be arranged at an additional cost - £495 ex VAT per project to cover delivery, hire costs, assembly and dismantlement costs.

If you are unable to provide welfare facilities for the installation team, a temporary toilet can be provided at an additional cost - £250 ex VAT per project.

Please notify us at the point of order if you would like to add these to your order.

6.) Waste Disposal

Our quotation includes for all waste disposal off site to an approved waste management facility and within waste management legislation.

Where you have requested that spoil and waste be left on site to achieve a cost saving, this spoil will be left neatly next to the area of works.

Please note we are required to use 3rd parties for delivery and collection of skips or waste grab wagons and as such cannot guarantee collection dates following completion.

7.) Groundwork Preparation

Where groundwork preparation is required, and the customer has chosen to complete works themselves or using a 3rd party contractor, these must be carried out to Creative Play's specification (link to specification). Please contact us for details if you are unsure.

8.) Access route and reinstatement

Whilst all care will be taken to minimize disruption and damage along the access route. To carry out your project we need to ensure we can get deliveries, materials, skips, plant and installation labour to the area of works. Unless stated otherwise within our quotation, no allowance for ground protection or reinstatement is included.

It is the customers responsibility to ensure that Creative Play have continuous access to the area of works and set up areas during the installation period and within usual operating hours (Monday – Friday 07:30 – 17:00).

9.) Drainage & Suitability of Location

Creative Play cannot assess the suitability of an area for playground equipment with regards to drainage as we cannot observe the area throughout the year. There is often a significant period between initial site consultation and installation, Creative Play cannot accept any responsibility for the drainage properties of an area and the customer should determine whether a location is suitable for playground equipment or safety surfacing to be installed, we will of course provide advice to the best of our abilities.

10.) Underground Services

Whilst all care is taken, including a CAT survey (cable avoidance tool), we are unable to identify all underground services prior to installation. Where possible the Customer should provide drawings and plans of underground services (water, drainage, electricity, gas). Creative Play cannot accept any responsibility for damage caused to underground services.

11.) Maintenance/BSEN1176

As a playground operator you are required to ensure that your playground is maintained and regularly inspected. Your playground will be installed to the requirements of BSEN1177/1177 and signed off by one of our Project Managers. Independent inspections can be arranged for a cost of £295 ex VAT.

Creative Play offer ongoing service and inspection services to help you ensure that your playground is safe and well maintained. For more details, please contact us or see here ([link to maintenance document](#))

12.) Safety Surfacing

Safety Surfacing is a requirement under BSEN1176/1177 in some circumstances and can be used as a great addition to your playground. There are some limitations of these products that you should be aware of:

a) Engineered Sub-base – safety surfaces should always be laid onto a compacted, free-draining, stone sub-base including a weed-suppressing geotextile membrane. The exception to this is grass matting which is designed to be laid directly over the existing grass surface.

b) UV Discolouration of EPDM Wetpour – on rare occasions and subject to certain environmental conditions (bright sunshine, warm weather) wetpour surface are subject to UV discolouration during the laying process which presents as a yellowing of the polyurethane binder. This yellowing can temporarily change the aesthetics of the surface and is more prevalent when using certain colours (blue, green, white, beige), although all colours can be affected.

Creative Play recommend using colours which are less susceptible such as terracotta red, earth yellow and black/colour mixes which can reduce the chance of discolouration becoming apparent. This is a limitation of the laying process and cannot be avoided, please discuss this with your Play Advisor or Project Manager if you have concerns.

c) Rubber Mulch surfacing uses a recycled rubber tyre shred which is then colour-coated. As such the colour-coating will wear over time and expose the black rubber changing the colour of the surface. Additionally, the black tyre material can result in carbon colour transfer which can result in staining of skin and clothes. We do not recommend the use of rubber mulch surfacing in Early Years environments or in areas where children will regularly be sitting or crawling on the surface.

d) Drainage – whilst Creative Play will always ensure that safety surfaces are laid onto a compacted, free draining stone sub-base, this sub-base will not change the drainage properties of the area. If the space chosen for the play equipment or surface regularly floods, has a high-water table or is particularly wet the sub-base will not change these drainage properties.

Creative Play cannot be held responsible for any issues arising with UV discolouration, Colour/Carbon Transfer or poor drainage. Please speak to your Play Advisor or Project Manager if you have concerns about the drainage in the area of proposed works.

Guarantees and Information

Creative Play offer extensive guarantees to help protect your investment. Your equipment and surfacing is designed to be high quality, durable and safe. With the correct maintenance and inspection you can expect your playground equipment and surfacing to continue being safe and fun for many Years to come.

2 – Years Comprehensive Guarantee

Creative Play provides a comprehensive guarantee on all products and services for the first 2 Years of your products life. This means that, in the unlikely event that you have any problems, Creative Play will fix your playground equipment, gym equipment or surfacing without any charge. There are, of course, exceptions to this such as vandalism, deliberate damage, product changes carried out without our agreement or damage caused by natural events such as wind, fire or flood.

Material/Manufacturers Guarantee

After the first 2 Years, your guarantee moves onto individual material or manufacturer's guarantees. These are some of the longest product guarantees in the industry. Where there is a fault with the product or material we have provided, we will provide a replacement part free of charge. Should you require this part fitting there would be an additional installation charge to fit the replacement, this may be mitigated if you are using Creative Play to provide inspection and maintenance services. Where 3rd party products or components are used, we will engage with the supplier to ensure replacement parts are provided within the manufacturers guarantee.

Inspection and Maintenance

As a playground provider, you have a responsibility under BSEN1176 (safety standard governing playground equipment) to ensure that your playground is inspected regularly. Not only does regular inspection ensure your playground equipment and surface is safe to use, but it also highlights any problems that are developing, and these problems should be reported as soon as they occur. We will ask for copies of your inspection reports and maintenance records if you make an enquiry under your guarantee.

Creative Play offers a range of inspection and surfacing packages to help you ensure your playground equipment and surfacing is kept in top condition, by using our maintenance services you may be able to avoid any additional installation charges for fitting faulty materials as they can be replaced at the same time as your inspection and service.



For further information about Inspection and Maintenance please visit
<https://creativeplayuk.com/inspection-maintenance/>

For further information about Guarantees and Materials please visit
<https://creativeplayuk.com/guarantees-materials/>

10 Reasons to choose Creative Play for your next project

1 **British and European playground safety standards**
(BSEN 1176 & BSEN 1177) All of our installations meet safety standards and our maintenance inspectors and installation engineers are RPII (Register of Play Inspectors International) qualified



2 **Financially secure**
With over 30 years within the playground industry, we are financially secure which demonstrates the ability to honour our extensive warranties



3 **References & Case Studies**
We can provide you with a list of references and case studies local to you to demonstrate credibility and peace of mind



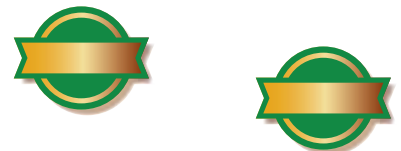
4 **Over 600 products in our catalogue**
Suitable for all ages, budgets and areas. All of our equipment is made from the highest quality raw materials



5 **Expert funding advice**
We can help you with expert funding advice for any applications you may make



6 **Extensive Guarantees**
All of our playground equipment includes some of the best guarantees within the industry



7 **Specialist installation service**
Throughout the UK we use a network of specialist sub-contractors and our own in-house teams to ensure your project is completed to the highest of standards



8 **In-house dedicated maintenance & aftersales team**
We are always on hand to answer any of your queries



9 **DBS Checked**
All of our Play Advisors, installation engineers and maintenance inspectors are DBS checked and can provide proof upon request



10 **More than 10,000 customers and counting**
Check out our customer testimonials to see what our valued customers think of our service



Customer Testimonials

Thank you for our wonderful trim trail and the 1st class service that we have received. We have now used Creative Play for the 2nd time and would highly recommend them to other schools

- *St Peter & St Paul CE Academy, Leicester*



We are very pleased with the installation of fitness equipment in one of our playgrounds and have used Creative Play in the past as we are very happy with their service.

- *Our Lady of Grace Junior School, London*



Creative Play provided a very clear, concise and professional pre-installation service. The equipment was as described and the installation team were friendly, courteous and understanding of the school's safety requirements

- *Rose Lane Primary School, Romford*



We have used creative play for a number of years here at Auchenlairie and have never been disappointed in their service, quality of equipment and price. I would have no hesitation in recommending them. Thank you to all the team

- *Auchenlairie Holiday Park, Dumfries & Galloway*



Excellent service from the start through to delivery. We have received lots of positive comments and most of all the children love it.

- *Loxley Parish Council, Stratford-upon-Avon*



We are delighted with the speed that you have installed our slide. We can't wait to have all our children back to enjoy it

- *The Ellis C of E Primary School, Barnsley*



The installation was done to our satisfaction and the children love it.

- *Willand Parish Council, Uffculme*



A smooth process from beginning to end. Thank you.

- *Ridgeway Primary Academy, South Shields*



The quality of the product is excellent. The pre installation survey, information and health and safety documents was first class. Every member of staff either on the admin staff or the installation team have been so friendly and professional. All works were carried out and finished on time. Very pleased with the company and would have no hesitation in recommending them.

- *Mayespark Primary School, Ilford*



The new equipment looks great and the children and very excited to be using it! The Creative Play team were always helpful and informative and really understood the ways in which we wanted to extend physical challenge for our children.

- *Sea Mills Primary School, Bristol*



6

reasons to use an API member >>>



1 They abide by a strict Professional Code of Conduct.

This ensures companies are reputable, trustworthy and experienced, operate to the highest standards and provides a benchmark of service in play practice and design.

Planning a new play space or playground? Don't know where to start?

The Association of Play industries (API) provides practical advice, information and a directory of compliant member companies.

The API is the voice of the play industry and campaigns at the highest levels for investment in play. Its members are the UK's leading play companies and there are clear benefits to choosing a member when specifying a play project. There are 6 reasons why you should use an API member:

2 They are financially secure.

Every member is rigorously and continuously monitored for financial stability, credit rating and trading history.

3 They design fun and interesting play spaces with elements of built-in risk.

This drives innovation and ensures a level of challenge.

4 They provide evidence of recent previous work, case studies and references.

This demonstrates competence, commitment and credibility and enables you to talk to a third party about a company's service delivery.

5 They provide third party test certificates for all products used.

This demonstrates compliance with BSEN 1176 and all relevant safety standards.

The API also provides a free technical dispute mediation service to all clients buying from member companies in the event that they are dissatisfied with the service provided.

6 They provide added value to any play project.

For example carrying out stakeholder consultations, independent post-installation inspections and maintenance services.

All current members are listed on the API website at <http://www.api-play.org/api-member-details>. A company stating that it is a 'Founding Member' of the API is not necessarily a member now.

For more information about how the API can help your organisation with a play project, contact:

On-Going Maintenance of Your Play Area



Commissioning of Play Area (where installation is included) :

Thorough inspection includes one to one training session with a member of your staff to cover recommended daily visual inspections and weekly inspections and records. This is included in the purchase price of your play area.

Package 1

Operational Inspection and Service

Price from **£295** plus VAT - (depending on size of area)

Includes the following:

- Thorough operational inspection and service of Creative Play equipment
- Renewal of worn moving parts and full report (Includes quotation for chargeable works)



Package 2

Annual Inspection and Service

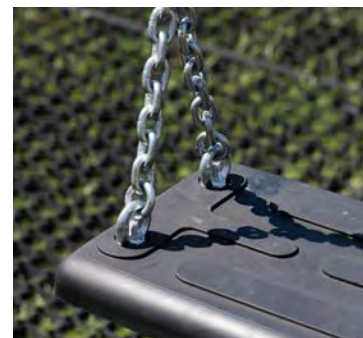
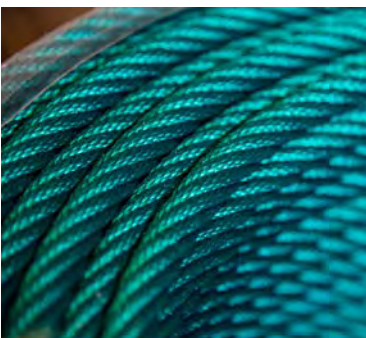
Price from **£495** plus VAT - (depending on size of area)

Includes the following:

- Thorough operational inspection and service of Creative Play equipment
- Renewal of worn moving parts and full report (Includes quotation for chargeable works)
- Annual inspection of entire play area by an Independent RPII inspector together with full report.



* Surfacing not included



Terms & Conditions

1. Interpretation

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Completion: has the meaning given in clause 7.17.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.9.

Contract: the contract between Creative Play and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Creative Play: Creative Play (UK) Limited whose registered office is Knutsford Way, Chester, Cheshire CH1 4NS.

Creative Play Materials: materials, equipment, documents and other property of Creative Play.

Customer: the person, company or firm who purchases the Goods and/or Services from Creative Play.

Deposit: has the meaning given in clause 9.4.

Force Majeure Event: has the meaning given to it in clause 14.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of Creative Play's quotation, as the case may be.

Practical Completion: when the Services have been completed, in accordance with clause 7.15.

Services: the services supplied by Creative Play to the Customer including but not limited to any design and/or installation services.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Creative Play issues written acceptance/acknowledgment of the Order at which point and on which date the Contract shall come into existence. At this point, the Customer becomes obligated to accept delivery/installation of the Goods and/or provision of the Services.

2.3 Any samples, plans, briefs, surveys, drawings, 3D designs, descriptive matter or advertising issued by Creative Play including illustrations or descriptions contained in catalogues or brochures which are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, by their Order or otherwise, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Creative Play shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue. A quotation can be withdrawn by Creative Play at any time.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

3.1 The Goods to be supplied are set out in the Order, as confirmed and accepted by Creative Play in accordance with clause 2.2.

3.2 If Goods are to be manufactured in accordance with a specification/design supplied by the Customer, the Customer shall indemnify Creative Play against all liabilities or losses suffered or incurred by Creative Play in connection with any claim made against Creative Play for infringement of a third party's rights.

3.3 Creative Play reserves the right to amend the Goods if required by any applicable statutory or regulatory requirement, and Creative Play shall notify the Customer in any such event.

3.4 Creative Play will be under no obligation to make amendments to the agreed specification or design once the Contract is formed. Creative Play may, at their own discretion, make such amendments and shall be entitled to make variations to the price that is necessary as a result.

3.5 Creative Play has the right to amend/vary/change the Goods without the Customer having the right to terminate the contract so long as the change does not materially and prejudicially affect the nature of the Goods or the price by more than 10%.

4. Delivery of Goods

4.1 Creative Play shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after Creative Play notifies the Customer that the Goods are ready.

4.2 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. In any event, Creative Play shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Creative Play with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 If Creative Play fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Creative Play shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Creative Play with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.4 If the Customer fails to accept or take delivery of the Goods within 10 Business Days of Creative Play notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Creative Play's failure to comply with its obligations under the Contract in respect of the Goods:

a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th Business Day following the day on which Creative Play notified the Customer that the Goods were ready; and

b) Creative Play shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.5 If 20 Business Days after Creative Play notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Creative Play may resell or otherwise dispose of part or all of the Goods and the contract shall be deemed terminated as a result of the Customer's breach of contract.

4.6 In such instances, Creative Play shall be entitled to retain the Deposit and, to the extent such costs are not covered by the Deposit, the Customer shall pay for any expenses and/or costs incurred by Creative Play up to the date of termination.

5. Quality of Goods

5.1 Creative Play warrants that on delivery the Goods shall:

a) conform in all material respects with their description;

b) be free from material defects in design, material and workmanship; and

c) conform to BSEN1176/77 (as in force from time to time).

5.2 Conformity to no other standards or warranties is to be implied.

5.3 Subject to clause 5.4, if:

a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

b) Creative Play is given a reasonable opportunity of examining such Goods; and

c) the Customer (if asked to do so by Creative Play) returns such Goods to Creative Play; Creative Play shall, at its option, repair or replace the defective Goods.

5.4 Creative Play shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3;
- b) the defect arises because the Customer failed to follow Creative Play's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- c) the defect arises as a result of Creative Play following any drawing, design or specification supplied by the Customer;
- d) the Customer alters or repairs such Goods without the written consent of Creative Play;
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory/regulatory standards or have been altered in accordance with the terms of this Contract.

5.5 Except as provided in this clause 5, Creative Play shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1. In particular, the Customer's attention is drawn to the limitations outlined in the Safety Surfacing Information Sheet provided with the Quotation.

5.6 This Customer should be aware that Rubber Mulch Safety Surfacing is a recycled material which coloured using a coating pigment. As such no guarantee is given as to the colourfastness of the product. Colours may vary between batches and no consistency of colour is guaranteed or warranted. Further information is provided in the Safety Surfacing Information Sheet.

5.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Creative Play.

6. Title and Risk

6.1 The risk in the Goods shall pass to the Customer on delivery.

6.2 Title to the Goods shall not pass to the Customer until Creative Play receives payment in full (in cash or cleared funds) for the Goods and Services that it has supplied to the Customer.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Creative Play's behalf from the date of delivery;
- b) notify Creative Play immediately if it becomes subject of any insolvency event; and
- c) give Creative Play such information relating to the Goods as Creative Play may require

from time to time.

6.4 If before title to the Goods passes to the Customer (i) the Customer becomes subject to an insolvency event, and/or (ii) Creative Play terminates the contract, without limiting any other right or remedy, Creative Play may require the Customer to return the Goods to Creative Play (at the Customer's cost) and if the Customer fails to return the Goods within 5 Business Days of Creative Play demanding their return, Creative Play may enter any premises of the Customer where the Goods are stored in order to recover them.

7. Supply of Services

7.1 Creative Play shall use all reasonable endeavours to meet any performance and completion dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance and/or completion of the Services.

7.2 Particularly, Floor markings are often dealt with by a separate team and as such the timing of when the markings are applied may be later than the completion date of the rest of the services.

7.3 In any event, Creative Play shall not be liable for any delay in delivery of the Services that is caused by a Force Majeure Event or the Customer's failure to provide Creative Play with adequate delivery instructions or any other instructions that are relevant to the supply of the Services.

7.4 Creative Play will endeavour to give the Customer two weeks' notice of when the Goods are ready and installation is to begin.

7.5 Creative Play will carry out a pre-installation inspection of the site. If that inspection identifies previously unknown issues then Creative Play shall have the right to vary the price and the Services and/or Goods to take account of any such changes.

7.6 Creative Play shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and/or which do not materially affect the nature or quality of the Services.

7.7 Creative Play has the right to amend/vary/change the Services without the Customer having the right to terminate the contract so long as the change does not materially and prejudicially affect the nature of the Services or the price by more than 10%.

7.8 If the Customer has any special requirements in relation to the condition of the site when it is handed back to the Customer following Practical Completion, these requirements shall be notified to Creative Play during the pre-installation inspection. In the absence of Creative Play being informed about any such requirements and agreeing to them, Creative Play shall only be required to return the site to the Customer in a tidy condition with no betterment (save for the betterment as a result of project itself).

7.9 Creative Play warrants to the Customer that the Services will be provided using reasonable care and skill.

7.10 Unless drawings and plans of any underground services or pipes are provided to Creative Play before the Services commence— including but not limited to electric, gas, drains, water and telephone – Creative Play shall not be liable for damage caused or subsequent damage, repair or disruption to any underground services or pipes.

7.11 The Goods shall not be used by the Customer or anyone under the Customer's control until Practical Completion has taken place. Additionally, rubber surfacing requires a curing period and the surface should not be used by the Customer until that curing process has taken place (which usually takes approximately 48 hours). Creative Play accepts no liability whatsoever for any injury or loss caused as a result of use of the Goods in contravention of this provision.

7.12 Although Creative Play shall take reasonable steps to avoid causing damage to floor, surfaces and access routes, it shall not be liable for such damage (unless caused by Creative Play's negligence or wilful default) when the Customer has given permission to access such floor, surface or access routes.

7.13 If Services are being supplied at a time when persons under the control of the Customer may gain access to the location/area where the Services are being provided, the Customer shall be solely and exclusively responsible for ensuring that those persons are kept a safe distance away from where the Services are being carried out and/or Goods stored or being used.

7.14 Creative Play will cordon off the installation area using temporary orange fencing. If the Customer requires different or more substantial fencing, the Customer must advise Creative Play before the commencement of Services. There will be an additional cost in respect of obtaining that fencing.

7.15 Creative Play shall, at its reasonable discretion, determine when the Services have been practically or substantially completed ('Practical Completion').

7.16 Following Practical Completion, Creative Play will issue the customer with a Handover Sign Off Sheet. If the Customer identifies any snagging, defects or post completion issues, these must be identified with 14 days of receipt of the Handover Sign Off Sheet.

7.17 Completion will take place on the earliest of the following:

- a) Date the customer signs the Handover Sign Off Sheet;
- b) 14 days after receipt of the Handover Sign Off Sheet; or
- c) 28 days after Practical Completion.

8. Customer's Obligations

8.1 The Customer shall:

- a) ensure that the terms of the Order and any details in a specification or other information given in relation to the Goods and/or Services are complete and accurate;
- b) ensure that the design/specification meets the Customer's requirements;
- c) co-operate with Creative Play in all matters relating to the Services;
- d) provide Creative Play its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by Creative Play to provide the Services including details of any site requirements and/or limitations which may affect the provision of the Services;
- e) provide, in a timely fashion, Creative Play with such information and materials as Creative Play may reasonably require to supply the Goods and Services, and ensure that such information is accurate in all material respects;
- f) prepare the Customer's premises for the supply of the Services including following any reasonable instructions that Creative Play issue in respect of such preparation;
- g) provide Creative Play with access to the premises when required, including out of normal operating hours if requested;
- h) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- i) comply with all applicable laws, including (but not limited to) health and safety, planning and building control laws;

- j) keep and maintain all Creative Play Materials at the Customer's premises in safe custody;
 - k) ensure that an authorised representative is present at the time of installation or any preparatory work being carried out in order to ensure access to the premises and provide confirmation as to design and layout;
 - l) engage with Creative Play to complete the handover and/or sign-off process;
 - m) be entirely responsible for the safe use of the Goods after Creative Play have installed them;
 - n) provide Creative Play's staff with suitable facilities and utilities to enable the Services to be provided. In particular, if the Customer is not able to give access to toilet facilities then Creative Play shall hire portable facilities and the Customer will bear the cost of that;
 - o) follow all of Creative Play's reasonable instructions in relation to the Goods and/or Services; and
 - p) comply with any additional obligations as set out in the confirmed Order.
- 8.2 If Creative Play's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ('Customer Default'):
- a) Creative Play shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Creative Play's performance of any of its obligations;
 - b) Creative Play shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default; and
 - c) the Customer shall reimburse Creative Play on written demand for any costs or losses sustained or incurred by Creative Play arising directly or indirectly from the Customer Default;
 - d) Creative Play shall have option to increase the price to take account of the Customer's failure to comply with its obligations.

9. Charges & Payment

- 9.1 The price for Goods and Services shall be the price set out in the Order or, if no price is quoted, the price set out in Creative Play's published price list as at the date of the Order.
- 9.2 If Creative Play is required to perform any Services or supply any Goods over and above those which form part of the original Order, Creative Play reserves the right to charge for those additional Goods and/or Services in accordance with the standard rates in force at the time.
- 9.3 Creative Play may increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Creative Play that is due to:
- a) any factor beyond the control of Creative Play (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b) any request by the Customer to change the delivery date(s) and dates for installation, quantities or types of Goods ordered; or
 - c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Creative Play adequate or accurate information or instructions in respect of the Goods.
- 9.4 Creative Play may, at its sole discretion, ask for payment of part of the price in advance of provision of the Goods and Services (the "Deposit"). Where Creative Play requires a Deposit the amount will be specified in the quotation.
- 9.5 Where a Deposit is payable, a request for payment (by pro-forma invoice or otherwise) will be issued by Creative Play on receipt of the Order. Payment of the Deposit must be made within 28 days of this request, or 10 Business Days prior to the commencement of Services, whichever is earlier.
- 9.6 Where a Deposit is requested Creative Play shall be under no obligation to take any further steps with regards the project until such time as the Deposit has been paid in cleared funds.
- 9.7 The Customer shall pay the price (or the balance of the price) for the Goods and/or Services immediately upon Completion.
- 9.8 If the Customer identifies snagging, defects or post-completion issues, the Customer shall be entitled to retain a maximum of 10% of the price pending those matters be resolved. Once Completion has taken place, the Customer shall not have any entitlement to retain more than 10% of the price. That 10% shall be paid immediately upon the completion of the matters which gave rise to the withholding.

9.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT.

9.10 If the Customer fails to make any payment due to Creative Play under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per calendar month until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Creative Play may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Creative Play to the Customer.

9.12 Where a special discount, payment or other terms have been agreed, these shall be strictly subject to the Customer's compliance with these Conditions (including, but not limited to an obligation to pay), and such special terms shall cease and revert to these normal standard terms upon your non-compliance.

10. Intellectual Property Rights

All intellectual property rights in or arising out of or in connection with the Goods and/or Services shall be owned by Creative Play.

11. Confidentiality & Data Processing

11.1 A party ('Receiving Party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ('Disclosing Party'), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 Creative Play will process any personal data in accordance with its Privacy Policy and Cookie Policy, copies of which are available on Creative Play's website or on request.

12. Limitation Of Liability

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2

of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1:

a) Creative Play shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

b) Creative Play's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer for the Goods and/or Services.

12.3 Given the express warranties provided by the Contract, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract. Creative Play gives no warranty as to the suitability of the Goods and/or design for the Customer's particular requirement or objective.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect if:

a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing to do so;

b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it, Creative Play may terminate the Contract with immediate effect:

a) if the Customer fails to pay any amount due under the Contract on the due date for payment; or

b) in accordance with clause 4.5.

13.3 Without limiting its other rights or remedies, Creative Play may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Creative Play if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4 On termination of the Contract for any reason:

a) the Customer shall immediately pay to Creative Play all of the its outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, Creative Play shall submit an invoice, which shall be payable by the Customer immediately;

b) Creative Play will be entitled to retain any Deposit;

c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15. General

15.1 This agreement is personal to the parties and neither party may, without the prior written consent of the other assign, subcontract, novate, transfer or deal in any other manner with all or any of its rights or obligations under this agreement.

15.2 Each right or remedy of the parties under this agreement is without prejudice to any other right or remedy of that party whether under this agreement or not.

15.3 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

15.4 This agreement constitutes the whole agreement between the parties in relation to the Borrowed Amount and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

15.5 Both parties acknowledge that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement

15.6 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties

15.7 If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.

15.8 Failure or delay by a party in enforcing or partially enforcing any provision of this agreement shall not be construed as a waiver of any of its rights under this agreement.

15.9 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.10 The parties to this agreement do not intend that any term of this agreement shall be enforceable by virtue of this agreement (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.11 The formation, existence, construction, performance, validity and all aspects of this agreement and any and all matters relating to it shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.