

Play Area Inspection Reports & Remedial Work

At its November meeting, the committee:

Considered an update on play inspection reports and proposals to address works required through budgeting and future grant application(s) (WPC.EC.24.11.05) and the clerk's oral report that she was preparing a grant application (**Min 24.11.12 refers**).

The key points noted by the Committee in this report were:

1. Work which the parish council could undertake as part of volunteer days includes:
 - a. Re-instating surface levels around embankment slide and securing matting
 - b. Removing staples from wooden posts and rubbing down splits and shakes
 - c. Rubbing down paintwork and re-touching
 - d. Treatment for algae, moss etc (already completed in September)
 - e. Tightening of bolts which come loose and fitting of bolt caps etc
 - f. Trimming and cutting back vegetation
2. There is one budget line for maintenance of all play equipment across the parish estate (in order to reduce costs of travel and attendance on site, work items are often combined and it is difficult to separate costs out across the budget lines)
3. Low risk (and below) items that cannot be dealt with by parish volunteers will be held back until the end of the financial year (February). This will ensure that funds are available for unexpected medium or high risk items that may need to be addressed urgently throughout the year. Once the February inspection report is received, any remaining funds in the budget will be allocated to address low risk items identified in the reports.
4. Earmarked reserves for Teen Project Replacement and Play Area Replacement be combined (current total reserves £800).

The changes at 2 above were reflected in the budget approved by the parish council at its January meeting, and 5 - Earmarked Reserves for Teen Project Replacement and Play Area replacement will be combined at the February or April meeting of the parish council.

There are currently no items of work higher than low risk identified by the West Suffolk Inspector. Despite councillors and volunteers completing some tasks (cleaning of algae and moss from equipment, cutting back of vegetation etc), the inspector is still reporting these issues and this has been raised with him.

Expenditure to date:

2023-24

Cemetery Road	V840	25/03/2024	SIN062937	£628.90 plus VAT
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2024-25

Cemetery Road	V940	10/05/2024	SIN058802	£1999.25 plus VAT
Cemetery Road	V1095	16/09/2024	SIN067267	£ 108.00 plus VAT
Bury Road	V1099	27/09/224	SIN060824	£ 877.80 plus VAT* ¹

Credit notes applied against invoices

-£ 240.00 plus VAT

Total: £3373.95 plus VAT

There remains £14.95 across the play area revenue budget lines in the current financial year. There is a total of £1450.00 in Earmarked Reserves for Teen and Play Area Replacement and Maintenance.

¹ Authorised under delegated authority in consultation with Chair of Estates to undertake emergency work to Cableway and other items

WPC.EC.25.02.04 – Play Areas – works from Grant Funding

The grant application to West Suffolk's Capital Communities Fund (**attached as Appendix A**) for:

- Replacement Metal post feet for swing bay at Bury Road
- Replacement Cargo net for activity trail
- Replacement Grass matting & Rubber Mulch

was approved in November and has recently been paid. This is a match funded grant, which means that the parish council will match funds (£2285) to those received from West Suffolk (£2250).

The proposal was that the parish council would cover the cost of installation of the capital purchases, including travel to site, securing site, preparation of H & S Documentation and any additional necessary consumables. A summary based on most recent quotes provided is attached as **Appendix B** and will amount approximately £2475 (there being an increase in price subsequent to the grant application).

The clerk has sought updated costs from:

- Online Playgrounds (these prices will be held for a spring installation) (£2918.80)
- Sovereign Play (£1551.58)

Which have been attached as **Appendix C**. The clerk also sought additional quotes from alternative suppliers, but none of those approached were willing to quote. This has been the best value for money that the clerk has been able to obtain.

The relevant sections of the Financial Regulations are set out at **Appendix D**

The breakdown of the costs:

Location	Item	Communities Capital Fund	Wickhambrook PC	Total Cost Ex VAT
Bury Road Play Park Online Playgrounds	140mm to 160mm Diameter Post Foot	£520.00		
	Foundation including M12 x 180mm stainless steel coachbolts, washer nyloc and two part cap.			£520.00
	To carry out maintenance work and fit parts as described above including all consumables. All work carried out to EN1176 and EN1177		828	£828.00
Cemetery Road Play Park Online Playgrounds	Cargo Access Net manufactured from 16mm steelcore combination rope with fixings on top and both sides. Side A:**** Side B ***** Colour: ***** Fixing Type: **** 1325 x 1650mm	£750.00		£750.00
	To carry out maintenance work and fit parts as described above including all consumables. All work carried out to EN1176 and EN1177.00 To carryout minor tightening of fixings or sanding on an item of playground or fitness equipment		£188.80	£188.80
	To travel to site with up to 3 staff members per vehicle including mileage cost.			
	To prepare maintenance works risk assessments and method statements covering playground repairs works.			
	To hire, erect and remove fencing		£632.00	£632.00
	per panel including blocks, feet and clips – per panel. (3.5m)			
Cemetery Road Play Park Sovereign Play	Environmental removal of general waste from site. All waste to be transferred to a registered recycling centre for further processing.			
	2sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase) (For Gate Area) Installation	£1,203.11		
	4x Grassguard Tiles (Underneath Flat Seat Swing) Installation			
	3 2x Grassguard Tiles (Underneath Basket Swing) Installation			
	4x Grassguard Tiles (Underneath Flat/Cradle Seat Swing) Installation			£1,203.11
	Optional subsidised removal off site of spoil and/or waste material created from our installation works. (One charge applicable per order)			
	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract		£603.43	£603.43
	Totals	£2,473.11	£2,252.23	£4,725.34
	Received from West Suffolk Council	£2,250		
	Balance		£223.11	
	Contribution from Wickhambrook Parish Council		£2,475.34	

Table 1.

Powers

- Public Health Act 1875, s.164
 - Power to provide and maintain land for public recreation -
 - Power to provide and manage recreation grounds, public walks, pleasure grounds and open spaces
- Local Government Act 1972, s.111 - Power to do anything that will facilitate, be conducive to or incidental to the discharge of its powers and functions.

WPC.EC.25.02.04 – Play Areas – works from Grant Funding

Funding

2024-25 £14.95 across play area revenue budget lines

2025-26 £3000 – play areas

Earmarked Reserves

Teen Project Replacement £800.00

Playground and Teen Project Maintenance £650.00

The proposal would be to draw down reserves (£650.00) from Playground and Teen Project Maintenance in the current financial year (with the consent of the parish council) which, together with the funding from West Suffolk Council, would allow for the work to be undertaken in late spring (Sovereign having agreed to invoice in the next financial year).

The clerk will also continue to seek other grants to offset these costs.

Recommendation

- i. **The Committee authorise the cost of works at both Bury Road and Cemetery Road Play Areas as set out in Table 1 of report WPC.EC.25.02.04, at a cost of not more than £4725.34 plus VAT (having already received from West Suffolk Council £2250 in match funding, its net contribution being £2475.34 plus VAT.**
- ii. **The Estates Committee recommend to the parish council that the sum of £650.00 be drawn down from Earmarked Reserves [Playground and Teen Project Maintenance] towards this cost.**



Funded by
UK Government



West Suffolk Council Communities Capital Grant Fund

Application Form

Name of Organisation/Group:	Wickhambrook Parish Council
Area covered by group: <i>Please note that in line with Defra guidance this fund is not available for capital projects in Bury St Edmunds</i>	Parish of Wickhambrook
Address of Organisation/Group	3 Farriers Close Great Barton Bury St Edmunds Suffolk IP31 2FP
Contact Name:	Hilary Workman
Contact Email Address:	parishclerk@wickhambrook.org.uk
Phone Number:	07508 039810
Website/Facebook Page:	https://wickhambrook.org/

What type of group / organisation are you, please use the tick boxes below:

- | | |
|---|---|
| <input type="checkbox"/> Community/voluntary/Sports group | <input type="checkbox"/> CIC / Social Enterprise |
| <input type="checkbox"/> Village Hall/Recreation Ground Committee | <input type="checkbox"/> Registered Charity |
| <input type="checkbox"/> Charitable Incorporated Organisation (CIO) | <input type="checkbox"/> Company Limited by Guarantee |
| <input type="checkbox"/> Local Branch of a National Organisation | <input type="checkbox"/> Other – Parish Council |

Please tick the relevant boxes for any policies you hold.

- | | |
|-----------------------------|-------------------------------------|
| Constitution / set of rules | <input checked="" type="checkbox"/> |
| Child Protection Policy | <input checked="" type="checkbox"/> |
| Vulnerable Adults Policy | <input checked="" type="checkbox"/> |
| Health & Safety Policy | <input checked="" type="checkbox"/> |
| Equal Opportunities Policy | <input checked="" type="checkbox"/> |
| DBS Policy/Process | <input type="checkbox"/> |
| Insurance | <input checked="" type="checkbox"/> |

We may request to see copies of the relevant documents in the future.



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UK Government

Project details –

Question	Response
What do you want the funding for? This fund is for capital goods only and can be used for items such as: <ul style="list-style-type: none"> • Enhancement to facilities • Repairs to equipment or facilities • Improvements to buildings • 	<p>The funding would be used to make larger capital repairs to existing play equipment within the parish, extending the life of the play equipment by at least 10 years</p>
Completion date for proposed project	Summer 2025
How have you identified a need for the requested funding?	<p>The replacement capital equipment for play areas has been identified from:</p> <ul style="list-style-type: none"> • West Suffolk Play Area Inspection Reports • Oral feedback from parishioners
Who will benefit from your organisation/group?	Children and their carers of the parish who visit and engage with play equipment.
Amount being applied for (grants between £500 and £5,000)	£2250
Match Funding: please state any matching funding being provided towards this application. If requesting 100% costs please state why.	<p>The proposal is that the parish council would cover the cost of installation of the capital purchases, including travel to site, securing site, preparation of H & S Documentation and any additional necessary consumables. A summary based on most recent quotes provided is available on request, but would amount to approximately £2250.</p> <p>Providing play equipment is not a statutory function for the parish council, but we have two play areas and do our best to keep them in good repair. However, costs have increased significantly post pandemic, and the play equipment is becoming "middle aged". These repairs and replacements amount to over £5K based on most recent quotes and the parish council has only £2250 it could draw down on reserves to undertake some of this work.</p>
Provide a breakdown of the costs. Please provide a full breakdown of the total cost applied for.	<ul style="list-style-type: none"> • Replacement Metal post feet for swing bay at Bury Road £ 520¹ • Replacement Cargo net for activity trail £ 750 • Replacement Grass matting & Rubber Mulch £ 915 <p style="text-align: right;">Total £2185²</p>

¹ Costs are ex VAT

² Based on most recent quotes, I have asked for updated quotes



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Grant awards will be between £500 and £5,000.	
What is the impact the funding will make to the area?	Ensure ongoing safety and accessibility to children's play equipment within the parish. Demonstrate the probity of the parish council acting on the professional advice of play inspectors, thus improving trust in local government.
Would the group be willing to be a case study?	Yes

Data Protection and Declaration

Privacy Notice

We are collecting your personal information in relation to an application for a grant supplied by the Communities Capital Grant Fund. The council administer these grants as a legitimate interest in strengthening, empowering and building resilient community.


Your data will not be shared with third parties unless used for Council publicity purposes (i.e. media outlets) in relation to a successful grant, or where we are required or permitted to share data under other legislation (for example the detection and prevention of fraud).

For further information on our Data Protection Policies please go to our website: [How we use your information \(westsuffolk.gov.uk\)](https://www.westsuffolk.gov.uk/how-we-use-your-information) or email: data.protection@westsuffolk.gov.uk

Declaration

The council will not accept deliberate manipulation and fraud. You will therefore be liable to repay the grant if the specified service is not or cannot be provided.



By signing below, you confirm that you have read and accept the statement above.

Full Name:	Hilary Workman
Signature:	



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Position:	Clerk and RFO
Date:	28 th November 2024

Item	Description	Cost (ex VAT)	Matched by PC (Installation and Consumables) ex VAT
Bury Road Play Park			
	140mm to 160mm Diameter Post Foot Foundation including M12 x 180mm stainless steel coachbolts, washer nyloc and two part cap.	£520.00	
	To carry out maintenance work and fit parts as described above including all consumables. All work carried out to EN1176 and EN1177		£828.00
Cemetery Road Play Park			
	Cargo Access Net manufactured from 16mm steelcore combination rope with fixings on top and both sides. Side A: **** Side B ***** Colour: ***** Fixing Type: **** 1325 x 1650mm	£750.00	
	To carry out maintenance work and fit parts as described above including all consumables. All work carried out to EN1176 and EN1177 To carryout minor tightening of fixings or sanding on an item of playground or fitness equipment		£188.80
	To travel to site with up to 3 staff members per vehicle including mileage cost. To prepare maintenance works risk assessments and method statements covering playground repairs works. To hire, erect and remove fencing per panel including blocks, feet and clips – per panel. (3.5m) Environmental removal of general waste from site. All waste to be transferred to a registered recycling centre for further processing.		£632.00
	2sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase) (For Gate Area) Installation	£248.43	
	4x Grassguard Tiles (Underneath Flat Seat Swing) Installation	£249.46	
	3 2x Grassguard Tiles (Underneath Basket Swing) Installation	£166.78	

	4x Grassguard Tiles (Underneath Flat/Cradle Seat Swing) Installation	£249.46 £914.13	
	Optional subsidised removal off site of spoil and/or waste material creat-ed from our installation works. (One charge applicable per order) Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract		£250.00 £387.45 £637.45
	Total	£2184.13	£2285.00



SOVEREIGN
Bringing Imagination into Play



YOUR QUOTATION

Wickhambrook Parish Council

**BRINGING
IMAGINATION
INTO PLAY**

Our Ref: NB/44328

28th November 2024

Wickhambrook Parish Council
Play Area
Cemetery Road
Wickhambrook
CB8 8XP

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 below.

I look forward to hearing from you.

On behalf of Sovereign,

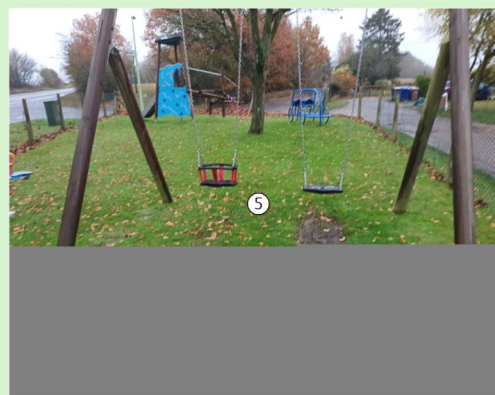
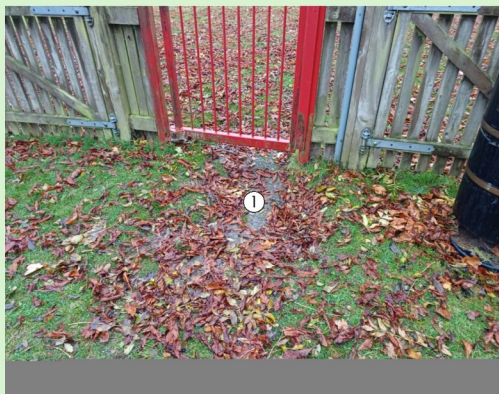
Your Area Manager

Tony Robinson - 07787 157685 - tony@sovereignplay.com



**Example Installations Below (products may vary)*





- Surfacing:**
- ① 2sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase)(For Gate Area)
 - ② 4x Grassguard Tiles (Underneath Flat Seat Swing)
 - ③ 2x Grassguard Tiles (Underneath Basket Swing)
 - ④ 23sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase) (For Either End Of Zip Wire)
 - ⑤ 4x Grassguard Tiles (Underneath Flat/Cradle Seat Swing)
 - ⑥ 2sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase)(For 4x Swing Supports)

- Drains in surfacing areas:**
- ① Type 1 = Drain Cover left open
 - ② Type 2 = Surfacing covers Drain Cover
 - ③ Type 3 = Drain Cover position marked in surface
 - ④ Type 4 = Removable Metal Gridded Tray for Wetpour (See quote)

Ref: 44328
 Date: 06/12/2023
 Scale: As Shown
 Designer: SJW
 Area Manager: Tony Robinson

Quotation

Qty	Ref	Surfacing	Price
1	1	2sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase)(For Gate Area) Installation	£261.48
1	2	4x Grassguard Tiles (Underneath Flat Seat Swing) Installation	£255.24
1	3	2x Grassguard Tiles (Underneath Basket Swing) Installation	£169.67
1	4	23sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase)(For Either End Of Zip Wire) Installation	£1,860.72
1	5	4x Grassguard Tiles (Underneath Flat/Cradle Seat Swing) Installation	£255.24
1	6	2sqm Grass Green Raised @ 40mm Rubber Mulch Safer Surfacing (Inc Chase)(For 4x Swing Supports) Installation	£261.48

Sub Total £3,063.83

Qty	Ref	Removals	Price
1	R1	Optional subsidised removal off site of spoil and/or waste material created from our installation works. Removal	£250.00

Sub Total £250.00

Qty	Ref	Miscellaneous (Welfare, Site Security, Other)	Price
1	N/A	Provide heras type fencing (as recommended by the Health & Safety Executive) for the duration of the contract Other items/services	£353.43

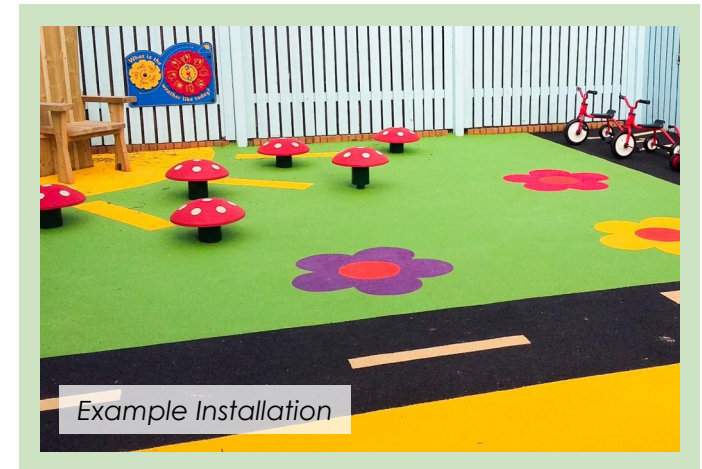
Sub Total £353.43

Your Discounted Prompt Payment Offer: £3,667.26

5x Spread Payment Plan Payments: £1,040.32

Qty	Ref	You May Also Require (Items below are NOT included within total)	Price
1	N/A	Sovereign Compliance Package (5 Years, 2x Visits Per Annum) Other items/services	£399.00

*Example Installations Below (products may vary)



Quotation

Subject to full technical site survey.

Please note: Client to provide a suitable water source for the duration of the installation.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

Please note: Prices are based on all works being ordered at the same time.

Discounted Prompt Payment Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation.

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

We pride ourselves on our best value ensuring we are always competitive and will price match if we can ascertain the competitors service, design, quantities and quality of materials used are like for like.

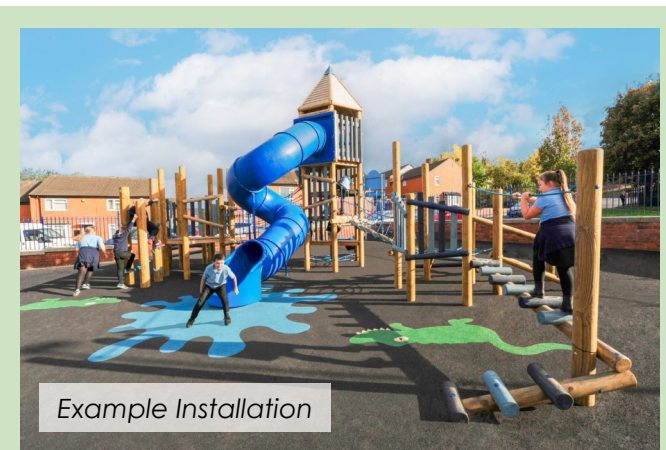
**Example Installations Below (products may vary)*



Example Installation



Example Installation



Example Installation

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.

Specifications

PRODUCT DESCRIPTION

Natural looking shreds, ideal for all areas. All products are drop tested to BSEN1177 safety standards, so are suitable for home and school use. Rubber Mulch shreds have been ingestion tested and classified as toy safe. 100% recycled rubber mulch; replaces virgin EPDM rubber.

The Rubber Mulch has excellent drainage properties as it's extremely porous making it an ideal all weather surface, however consideration needs to be given to the drainage qualities of the existing surface that the new bonded Rubber Mulch will be laid on top of. Poorly draining areas and areas that are prone to hold water will benefit from an appropriate drainage system prior to installation, without sufficient drainage it can lead to the soil erosion beneath.

RUBBER MULCH V1



Redwood



Earthtone



Grass Green



Blue



Natural Mix
(Redwood & Grass Green Mix)



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BRINGING IMAGINATION
INTO PLAY



Specifications

PRODUCT DESCRIPTION

Sovereign's grass tile surfacing is ideal for grass areas that require protection against erosion from foot traffic, and is perfect for both low and high level adventurous play equipment. Tested to BS EN 1177 up to 3000mm respectively onto well kept grass.

Note: Grass tiles will follow the contours of the existing grass surface.

As well as our standard version, Sovereign can also offer an upgraded version of grass tiles which feature:

- 13kg heavyweight construction with a thick 10mm outer wall to resist rips and tears

- Fire retardant, accredited to BS 7044 and will self-extinguish within 60 seconds of ignition.

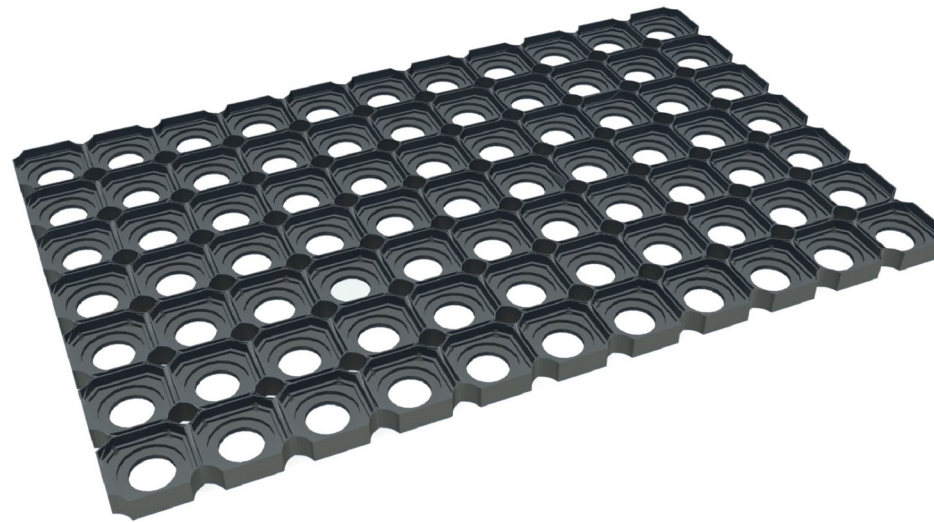
TECHNICAL DETAILS

Free Height Of Fall
<3000mm

Length 1500mm
Width 1000mm
Height 23mm

GRASS TILES

Product Code GG / V4 / D4



Installation

The matting is laid directly onto well-drained grass with a mesh underlay without the need for any expensive base works. When the area is fully established, it provides a firm bond to the ground and excellent grass reinforcement properties.

Maintenance

The open cellular construction of the matting allows grass to grow up through it, which can then be cut with a conventional mower. There are no specific maintenance requirements.



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INTO PLAY



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.

Retail Price

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

Your 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 retail price will become due.

Spread Payment Plan

Terms are based on 5 singular payments. One payment after delivery/installation, one payment in 12 months' time and a payment every 12 months following for a further 3 payments. 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.

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 unless otherwise stated, 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. Aborted/additional site visit charges may apply if we have to leave site following the finding of previously unknown 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.

Please note that Sovereign supply the latest available instructions for supply only items. Due to constant design improvements some minor variances are to be expected. Bespoke/Customised Supply only items will have guidelines and images rather than full installation instructions, based on other similar products. Sovereign recommend the use of trained playground installers to fit playground equipment to ensure familiarity with safety standards and the design principles of the installation. These installers should be able to work with guidelines given for installation. Should you require assistance please call 01702-291129 to speak with one of our advisors.

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.

Additional Information

Removals / Repairs

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

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

Any holes created by removals to be floated over flush with dyed concrete unless stated otherwise.

Wetpour / Band Repairs

We are unable to offer any guarantee when patch repairing existing wetpour/mulch, as we cannot anticipate the reaction of new materials with the existing. Colour between repair and existing wetpour/mulch may vary due to manufacturer and age.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile. Surfacing without groundworks will follow the existing contours of the ground.

Additional Information

Although every care will be taken, our quotation does not cover any damages that may occur over the access route. We can provide ground protection costs for the access route if required and this will be itemised on your quotation.

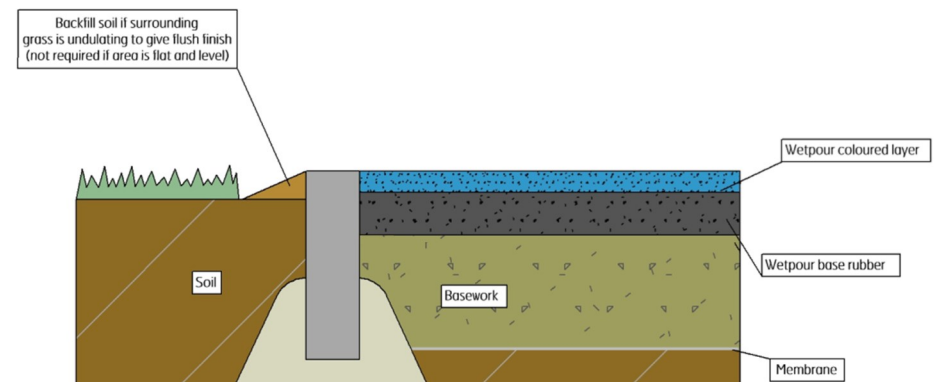
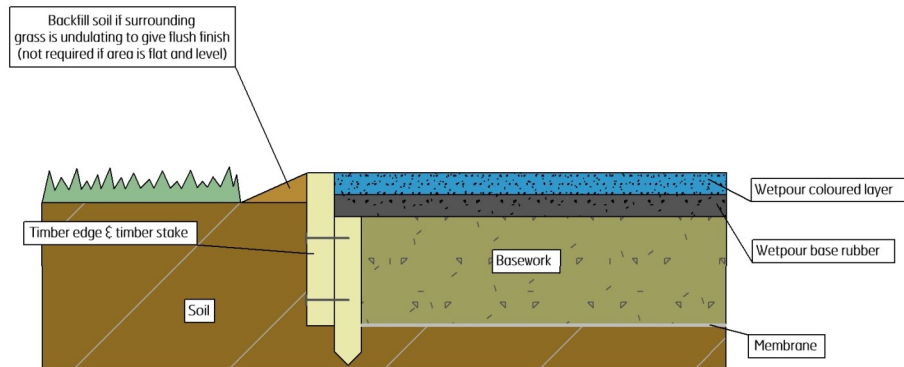
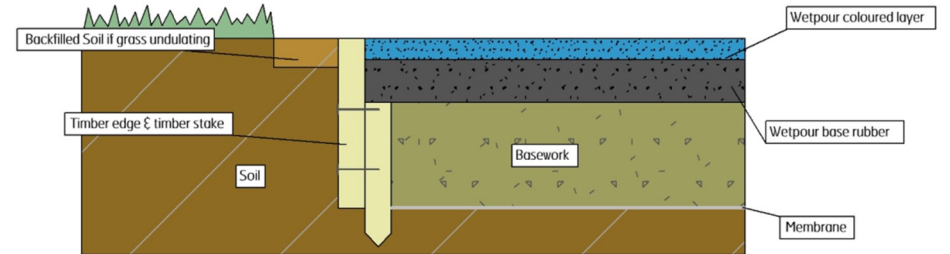
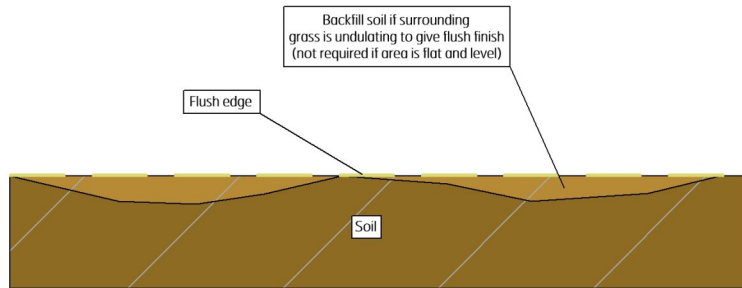
Unless stated otherwise, levelling of the proposed installation area is not included with our quotation and new surfacing will follow the undulations of the ground.

Markings

Due to the installation process we are unable to lay markings onto a dirty surface, because it impacts the longevity of the product. If you are unable to clean or clear the surface prior to installation, Sovereign can provide a quote upon request.

Please note that when removing lines from old tarmac it is possible for uplift of surface due to age. Although we aim to remove all markings, we assess condition of surface while working and may leave areas if they may become too damaged.

Groundworks Edging Details



Why make them wait?

Did you know you can order your new equipment today and pay with our spread payment plan?

If current budgets are a constraint, have you considered using our spread payment plan? (your prices are shown within the quote pack). Many schools are now choosing this option because it can save you thousands as prices rise. Below are three examples of clients who ordered in May 2021 and what their prices were at Christmas 2022.

Job ordered in May 21	<u>£9,235 on a SPP</u>	If they ordered in December 22	<u>Discounted Prompt Payment Price £10,862</u>
Job ordered in May 21	<u>£36,066 on a SPP</u>	If they ordered in December 22	<u>Discounted Prompt Payment Price £43,951</u>
Job ordered in May 21	<u>£44,400 on a SPP</u>	If they ordered in December 22	<u>Discounted Prompt Payment Price £54,951</u>

These three examples were just 18 months into a spread payment plan – so imagine what the saving would be in 5 years! I would be happy to discuss this with you. Not only do you save, but the children get to use the equipment while you do so too. Imagine being £4,066 short, delaying ordering, saving that up and then coming to place an order and the job is now £7,885 more expensive. It's a win-win for schools right now who want to inflation proof their plans.

Benefits include:

- Allows the opportunity to continue to fund raise, while having the use and benefit of the new equipment
- Buy at today's prices, saving you money in the long term
- Pay over five financial years; one payment after delivery/installation, one payment 12 months later and a payment every 12 months following for a further 3 payments.
- Simple, stress free process with full support

In short, if you need to update, extend or upgrade your current outdoor facilities, whatever it may be, our Spread Payment Plan could well be the solution.

Call today to discuss how our Staged Payment Plan can help you!

Please Note: Terms and conditions apply—Credit checks may be required—Minimum £3,000 spend—Not available on special offer prices

Tel: 01702 291129 Web: sovereignplayequipment.co.uk

Email: info@sovereignplay.com



Choosing the Right Company

Choosing the right company to carry out work in your school is not easy; especially with so many companies all seeming to offer 'similar' products and services. This simple form will help you ask the right questions, and ensure your school is getting the best value it can. All the questions below are ones you should be asking before making your final decision. All will affect quality, service life and most importantly safety. Before making your decision solely on price, consider why the prices are what they are, and are you obtaining quotes from established play providers?

Company	Sovereign		
Price	£	£	£
Timber Warranty	20 Years / 10 Years Resi-		
Wetpour HIC Guarantee	5 Years		
Playground Markings Warranty (ask that it covers both	5 Years		
Is the wood used from responsible sources?	FSC Certified		
Is ALL the Equipment compliant to BS EN 1176?	Yes		
Is ALL the Safety Surfacing installed to BS EN 1177?	Yes		
Has the company got Public Liability insurance of	Yes		
Has the company got professional indemnity insurance, covering the design aspect of the works?	Yes		
Are references and case studies freely offered and included within the brochure and quotation packs?	Yes		
Do you receive an After Care manual with vital day to	Yes		
Does the company offer a regular safety inspection	Yes - Free on orders over		
Do all the installations teams, delivery drivers and	Yes		

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 and Clamber
Stacks / Pick Up Sticks type
climbers.



7 Years Warranty
covering defects in manufacturing,
materials, the UV degradation
(Including light fastness) and
excessive wear of Needle punch
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
accessories



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





5 Years

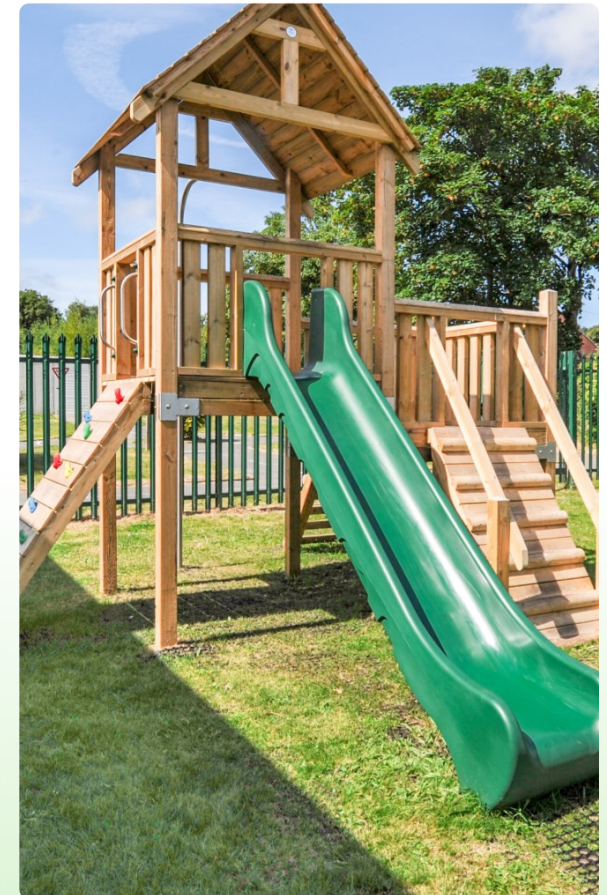
coverage with 2 inspections per annum

£399_{+ VAT}

one time on-boarding fee, per site

- ✓ No monthly subscription only pay £399 for 5 years of cover, 2 inspections with reports per year
- ✓ Comprehensive safety and maintenance reports on both Sovereign and third-party equipment
- ✓ Essential maintenance and repairs included as standard
- ✓ We will inspect third party equipment as well as our own
- ✓ Two operational inspection visits per year
- ✓ Operational inspections by registered RPII Inspectors

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 Package offers 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.



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.

Sovereign Design Play Systems Limited Terms and Conditions

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.

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.

10.10 Single inspections cancelled by you within 10 working days of the scheduled inspection date offered will be 100% chargeable.

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.

Sovereign Design Play Systems Limited Terms and Conditions

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

Financial Regulations Excerpt

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of £5,000;

5.1. Members and officers are responsible for obtaining value for money at all times.

Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.

5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes

5.8. For contracts greater than [£3,000] excluding VAT the Clerk [or RFO] shall seek at least [3] fixed-price quotes;

5.9. where the value is between [£500] and [£3,000] excluding VAT, the Clerk [or RFO] shall try to obtain 3 estimates {which might include evidence of online prices, or recent prices from regular suppliers.}

5.11. Contracts must not be split into smaller lots to avoid compliance with these rules.

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below: i. specialist services, such as legal professionals acting in disputes;

ii. repairs to, or parts for, existing machinery or equipment;

iii. works, goods or services that constitute an extension of an existing contract;

iv. goods or services that are only available from one supplier or are sold at a fixed price.

5.20. An official order or letter shall be issued for all work, goods and services {above [£250] excluding VAT} unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.