



FULL COUNCIL MEETING

Minutes of the Full Council Meeting of Newhaven Town Council
held at Meeching Hall, Fort Road, Newhaven
on **Tuesday June 11th 2024 at 7.15pm**

PRESENT: Councillors: Pinky McLean-Knight (Chair & Town Mayor)
Lesley Boniface (Chair of Environment & Amenities)
Lindsey Macleod (Chair of Personnel)
Mark Wardle (Chair of Promotion, Partnership & Finance)
Shaun Boniface (Chair of Audit)
Kim Bishop
Graham Amy
Steve Saunders
Linda Thomas
Krissy Taylor
Corina Watts
Jan Woodling
Madeleine Cook

ALSO ATTENDING: Ken Dry, Town Clerk
Mr. I. Coomber (Absolute Planning Ltd.)
Ms. S. Alexander (HAGS)
Mr. C. Collyer (Playsafe)
Mr. M. Stevens (Playdale)
Mr. A. Hylands
Mr. W. Browne
x1 Member of the Public

C020/24 The Chairman opened the meeting and stated that the meeting was being recorded and that the recording would be made publicly available on the Newhaven Town Council website for 28 days followed by its removal and deletion.

C021/24 **APOLOGIES FOR ABSENCE**

Cllrs. S. Macleod and Carr.

Absent: Cllr. C. von Kurthy

C022/24 **DECLARATIONS OF INTEREST - DISCLOSURE BY COUNCILLORS OF PERSONAL INTERESTS IN MATTERS ON THE AGENDA, AND WHETHER THE COUNCILLOR REGARDS THEIR INTEREST AS PREJUDICIAL UNDER THE TERMS OF THE CODE OF CONDUCT.**

Cllrs. L. Boniface and McLean-Knight declared an interest in Agenda Item 12 – Meeching & District Bonfire Society application for Event Funding, both being members of that

organisation.

C023/24 TO CONSIDER WHETHER THE MINUTES OF THE ANNUAL MEETING OF THE TOWN COUNCIL HELD ON TUESDAY 14TH MAY 2024 ARE AN ACCURATE RECORD OF THE MEETING.

RESOLVED:

That these minutes be signed by the Chairman as a true record of the proceedings.

C024/24 PETITIONS AND PUBLIC QUESTIONS.

None received.

C0025/24 TO RECEIVE A PRESENTATION FROM MR. IAN COOMBER OF ABSOLUTE TOWN PLANNING LTD. CONCERNING A REVIEW OF THE NEWHAVEN NEIGHBOURHOOD PLAN.

Mr. Coomber made his presentation and answered questions from those councillors present.

The Chair thanked Mr. Coomber for attending the meeting and making his presentation.

C026/24 TO RECEIVE PRESENTATIONS FROM THE FOLLOWING COMPANIES REGARDING THE RENOVATION/REPLACEMENT OF THE PLAYGROUND AND ITS EQUIPMENT AT DENTON RECREATION GROUND;

- **Ms. Sarah Alexander of HAGS,**
- **Mr. Chris Collyer of Playsafe, and**
- **Mr. Mike Stevens of Playdale.**

Each of the aforementioned representatives made their presentations to the meeting without the other representatives being in the room. Each presentation was followed by a range of questions from the councillors present and were then thanked by the Chair for their attendance at the meeting.

C027/24 TO MEET AND RECEIVE INTRODUCTIONS FROM CANDIDATES FOR THE ROLE OF CO-OPTED TOWN COUNCILLOR IN RESPECT OF THE CASUAL VACANCY CREATED BY THE RESIGNATION OF CLLR. JANE LUCAS (NEWHAVEN DENTON WARD). (5 MINS MAX PER CANDIDATE).

**Candidates:- Mr. Willem Browne
Mr. Andrew Bryant**

Given the time elapsed to this point in the meeting the Chair requested that this item of business (Agenda Item 16) be brought forward to this point in the meeting in order to prevent both candidates having to wait any longer. This request received consensus from those councillors present.

Mr. Bryant introduced himself to the council and provided some background information regarding himself and that he was a member of the Labour Party. During general questions posed by the meeting, Cllr. L. Boniface asked Mr. Bryant to provide information about his involvement in an act of Criminal Damage in the Town. Mr. Bryant provided this information to the meeting. The Chair thanked him for his attendance.

Mr. Browne introduced himself to the council and provided background personal information as well as his desire to be a Town Councillor. Following a range of questions from those present, the Chair thanked him for his attendance.

C028/24 TO NOTE THE ACTS AND PROCEEDINGS OF THE FOLLOWING COMMITTEE MEETINGS:

Planning & Development	26th March 2024 30th April 2024 28th May 2024
Environment & Amenities	28th May 2024
Promotion, Partnership & Finance	26th March 2024
Personnel	10th May 2024

Noted

C029/24 TO RECEIVE REPORTS FROM DISTRICT AND COUNTY COUNCILLORS.

County Council – Nothing reported.

District Council –

Cllr. Saunders & Amy informed the meeting regarding the Planning Department of Lewes District Council being recently placed into 'special measures'. The Town Clerk informed the meeting that he had recently contacted Mr. Ian Fitzpatrick (Dep. CE of LDC) for further information and a 'briefing note' surrounding the processes and procedures for planning consultees, specifically the NTC Planning & Development Committee, and that this was anticipated in the near future.

C030/24 REPRESENTATIVES ON OUTSIDE BODIES – TO RECEIVE UPDATES FROM MEMBERS WHO HAVE ATTENDED MEETINGS OF OUTSIDE BODIES AS REPRESENTATIVES OF THE TOWN COUNCIL SINCE THE LAST MEETING OF THE COUNCIL ON 14TH MAY 2024.

Cllr. Saunders reminded the meeting that he had emailed all town councillors regarding a forthcoming meeting of the South East Community Rail Partnership which he was unable to attend due to other commitments.

C031/24 TO CONSIDER AND AUTHORISE THE APPOINTMENT OF A PLANNING CONSULTANT TO UNDERTAKE A REVIEW OF THE NEWHAVEN NEIGHBOURHOOD PLAN – REPORT BY THE TOWN CLERK.

The Town Clerk summarised this report and following discussion, it was

PROPOSED by Cllr. S. Saunders that Mr. Ian Coomber (Absolute Town Planning) be appointed to review the Newhaven Neighbourhood Plan at a quoted cost of **£4200-£5200**.

SECONDED by Cllr. Thomas

RESOLVED unanimously that Mr. Ian Coomber (Absolute Town Planning) be appointed to review the Newhaven Neighbourhood Plan at a quoted cost of **£4200-£5200**.

20:25Hrs Cllr. Cook leaves the meeting.

C032/24 TO CONSIDER AND AUTHORISE THE APPOINTMENT OF A CONTRACTOR FOR THE RENOVATION/REPLACEMENT OF THE PLAYGROUND AND ITS EQUIPMENT AT DENTON RECREATION GROUND PLAYGROUND.

The meeting considered the Town Clerks report in the context of the three individual presentations made earlier in the meeting.

Following discussion, it was

PROPOSED by Cllr. Bishop that any decision be deferred at this time and until additional information had been sourced by the Town Clerk and the matter discussed further at a future Full Council meeting.

SECONDED by Cllr. Taylor.

RESOLVED unanimously that any decision be deferred at this time and until additional information had been sourced by the Town Clerk and the matter discussed further at a Full Council meeting.

C033/24 TO CONSIDER EVENT FUNDING APPLICATIONS.

21:38Hrs Cllrs. L. Boniface and McLean-Knight leave the meeting.

By general consensus, Cllr. Bishop takes the Chair of the meeting in the absence of the Vice-Chair.

Discussion then took place regarding the Event Grant application from **Meeching & District Bonfire Society (£8000)** and following this, it was,

PROPOSED by Cllr. Amy that **Meeching & District Bonfire Society** be awarded **£6000**

SECONDED by Cllr. Saunders

RESOLVED by a majority vote, that **Meeching & District Bonfire Society** be awarded **£6000**

21:53Hrs Cllrs. L. Boniface and McLean-Knight re-join the meeting.

The Town Clerk informed both Cllrs. L. Boniface and McLean-Knight of the aforementioned resolution.

Cllr. McLean-Knight resumed as Chair of the meeting.

Discussion then took place regarding the Event Grant application from **Culture Connect Project CIC (£3500)** and following this, it was,

PROPOSED by Cllr. Bishop that **Culture Connect Project CIC** be awarded **£3500**

SECONDED by Cllr. Saunders

RESOLVED unanimously, that **Culture Connect Project CIC** be awarded **£3500**

C034/24 TO EXECUTE A FUNDING AGREEMENT BETWEEN THE COUNCIL AND LEWES DISTRICT COUNCIL REGARDING THE EASTSIDE RECREATION GROUND AND ALLOTMENTS.

The Town Clerk summarised his report, and following discussion, it was,

PROPOSED by Cllr. Amy that this funding agreement between the council and Lewes District Council be duly executed,

SECONDED by Cllr. L. Boniface, and

RESOLVED unanimously, that this funding agreement between the council and Lewes District Council be duly executed.

C035/24 TO CONSIDER AND AUTHORISE THE PURCHASE OF 'PAST MAYOR' BADGES.

Following discussion of the Town Clerks report, it was,

PROPOSED by Cllr. Amy that,

- the council purchases 'Past Mayors' badges to be presented to each outgoing Town Mayor, and that on this occasion they are to be awarded retrospectively to those current Town Councillors who have served as Town Mayor, and
- **Civic Robes** be commissioned to manufacture these items at a total cost of **£2062.50+VAT** (x15 units) and with a Royal Blue ribbon.

SECONDED by Cllr. Taylor

RESOLVED unanimously that,

- the council purchases 'Past Mayors' badges to be presented to each outgoing Town Mayor, and that on this occasion they are to be awarded retrospectively to those current Town Councillors who have served as Town Mayor, and
- **Civic Robes** be commissioned to manufacture these items at a total cost of **£2062.50+VAT** (x15 units) and with a Royal Blue ribbon.

C036/24 FINANCIAL REPORTS:

- **Bank Reconciliation for 1st March to 31st May 2024**
- **Lists of Payments made for 1st March to 31st May 2024**
- **List of NTC Credit Card transactions for 1st March to 31st May 2024**
- **Income and expenditure by committee headings up to 31st May 2024**

All noted and adopted.

C037/24 EXCLUSION OF PRESS AND PUBLIC - TO RESOLVE THAT THE PRESS AND PUBLIC BE EXCLUDED FROM THE REMAINDER OF THE MEETING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1(2) OF THE PUBLIC BODIES (ADMISSION TO MEETINGS) ACT, 1960, IN VIEW OF THE CONFIDENTIAL NATURE OF THE PERSONAL MATTERS TO BE DISCUSSED.

RESOLVED.

C038/24 CONFIDENTIAL - TO DISCUSS AND VOTE FOR ONE OF THE CANDIDATES FOR CO-OPTION TO BECOME A TOWN COUNCILLOR.(PREVIOUS AGENDA ITEM 16).

Following discussion of the co-option candidates, (Mr. Bryant and Mr. Browne), who introduced themselves earlier in the meeting, it was unanimously,

RESOLVED that Mr. Willem Browne be co-opted to Newhaven Town Council as a Town Councillor (Newhaven Denton Ward) in respect of the Casual Vacancy created by the resignation of Cllr. Jane Lucas, with immediate effect.

There being no further business, the Meeting closed at 22:06Hrs.

Date: **Town Mayor**

DRAFT



NEWHAVEN TOWN COUNCIL

Ken Dry
Town Clerk

TOWN COUNCIL OFFICES
18 FORT ROAD
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EAST SUSSEX
BN9 9QE

Tel: (01273) 516100
Email: admin@newhaventowncouncil.gov.uk

To: Full Council **Agenda Item 5.**

Date: 16th July 2024

Report Contact: Town Clerk

Subject: **Denton Recreation Ground - Playground.**

1. The purpose of this report is to request additional council consideration and appointment of a Playground Equipment provider and installer to renovate/replace the existing playground at Denton Recreation Ground.

Background

2. The council previously considered this item at its meeting of June 11th 2024. At this same meeting, the council also received presentations from the following contractors;
 - HAGs
 - Playsafe
 - Playdale
3. The previous report provides the background to this matter and can be found at Appendix A.
4. What became apparent from the three quotations received was that the design quotation from HAG's did not provide for the removal and remediation of an existing bund on the site like those of Playsafe & Playdale.
5. An evaluation of each of the contractors designs together with quoted costs was made by the Town Clerk as per Table 1 below.

Criteria	Score/Weighting	Hags	Playsafe	Playdale
Overall Appearance/ Layout	20	16	17	19
VFM (quantity of pieces)	15	11	12	12
Play Value	15	13	14	13
Creativity	10	8	9	8
Suitability to Location	10	10	10	10
Sustainability	10	9	9	8
Inclusivity	15	13	14	13
Warranty Provision	5	4	3	4
Total Cost+VAT		£ 105,000.00	£ 133,793.00	£ 138,914.00
Total Score	100	84	88	87

Table 1.

6. At that previous meeting (11/6/24) the council ‘..resolved unanimously that any decision be deferred at this time and until additional information had been sourced by the Town Clerk and the matter discussed further at a Full Council meeting’. (Min.Ref 34/24 refers).

Analysis

7. Following the council’s resolution, the Town Clerk has secured a further quotation from HAG’s (Appendix B) which includes removal and remediation of the bund on site.
8. The Town Clerk has also visited two playgrounds where HAG’s have installed their equipment for other Town/Parish councils.

Goldsmiths Park – Crowborough, East Sussex, and
Luxford Park – Uckfield, East Sussex.

Photographs of the respective sites were placed in the ‘...Newhaven Town Council\Councillors - Documents\Denton Playground’ folder on June 20th of which councillors were made aware at that time. Members are encouraged to view these images, as much of the equipment included within the HAGs quotations has been used at each of these sites.

9. A comparative breakdown of the original quotation from HAGs received 29/2/24 and that of 2/7/2024 (Appendix B) can be seen at Table 2 below. (All amounts are ex VAT and rounded to the nearest £)

		Quote 29/2/2024	Quote 2/7/2024
Breakout & Removal	£	9,172.00	£ 11,368.00
Equipment	£	69,304.00	£ 68,771.00
Surfacing	£	43,547.00	£ 35,047.00
Pre-Lims	£	7,445.00	£ 7,332.00
Sub Total	£	129,468.00	£ 122,518.00
Special Proj Discount	£	24,471.00	£ 25,021.00
Grand Total	£	104,997.00	£ 97,497.00

Table 2.

10. As can be seen immediately from Table 2, the most recent HAG’s quotation (2/7/24) which includes the removal of the bund, is £7500 cheaper than the original.
11. This appears resultant of the fact that whilst the ‘Breakout & Removal’ costs indicate an additional cost of £2196 for removal of the bund (officers expected significantly more), the ‘Surfacing’ costs have reduced by £8500 as had the bund remained in situ, as it (the bund) would have appeared to have required concrete and mesh reinforcement for the play equipment to be installed partially on top of the bund.

12. At the time of authoring this report officers have not received any information that would suggest any changes in pricing regarding the quotations from Playsafe and Playdale.
13. Officers remain acutely aware of the councils' desire to augment the existing adjacent MUGA with physical football goals, and costings for such are actively being pursued in parallel to this work. Given the intended actual budget for this playground (circa £150K) there would appear to be financial scope for the delivery of the football goals as well if the HAGs quotation were accepted.
14. Councillors will recall that HAGs do not manufacture or supply the equipment mentioned at 13. above.

Finance

15. Given the likely estimated costs emanating from the very first scoping meeting the council resolved that the Town Clerk make a CIL Bid for £75K with match funding from the councils own 'Neighbourhood CIL' reserves of £75K, providing a project budget of £150,000.
16. At the time of authoring this report, the Town Clerk continues to await formal confirmation and actual award of £75K CIL funding from Lewes District Council.

Recommendation.

That the council,

- A. Informs the Town Clerk as to which contractor/company it wishes to commission for this work and that he initiates the same, (subject to CIL funding being awarded), and
- B. That the Town Clerk continues to seek quotations for MUGA 'football goals' utilising any residual project monies to achieve their installation also.



NEWHAVEN TOWN COUNCIL

Ken Dry
Town Clerk

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BN9 9QE

Tel: (01273) 516100

Email: admin@newhaventowncouncil.gov.uk

To: Full Council [REDACTED]

Date: 11th June 2024

Report Contact: Town Clerk

Subject: **Denton Recreation Ground - Playground.**

1. The purpose of this report is to request council consideration and appointment of a Playground Equipment provider and installer to renovate/replace a redesigned playground at Denton Recreation Ground.

Background

2. Denton Ward councillors have expressed their acute awareness of the existing site provision and its lack of suitability and inclusivity for children of all physical and cognitive abilities.
3. The latter also has particular relevance due to the site's proximity to Denton Community Primary School which already provides for children with Special Educational Needs and that anecdotally the playground receives significant patronage of parents and their children following each school day and during school holidays.
4. The Town Clerk with Cllrs, Watts, L. Macleod and S. Macleod had an initial ideas/scoping meeting on site with a representative of Playdale equipment, a company the council currently relies upon for much of its spares and repairs work to most of its existing playgrounds.
5. This was then followed up by two individual meetings between the Twon Clerk and representatives of HAG's and Playsafe playground companies to seek their ideas and scoping, resulting in three design quotations for renovating the layout and play equipment on site.
6. Design quotations for each company can be seen as follows,
 - HAGs (Appendix 1)
 - Playsafe (Appendix 2)
 - Playdale (Appendix 3)

7. Each of the contractor/companies will have made their individual presentations at this meeting (11/6/24) to further aid the following analysis and the councils' overall considerations.

Analysis

8. Each design quotation was then evaluated by the Town Clerk from the information provided by each company as at Table 1.

Criteria	Score/Weighting	Hags	Playsafe	Playdale
Overall Appearance/Layout	20	16	17	19
VFM (quantity of pieces)	15	11	12	12
Play Value	15	13	14	13
Creativity	10	8	9	8
Suitability to Location	10	10	10	10
Sustainability	10	9	9	8
Inclusivity	15	13	14	13
Warranty Provision	5	4	3	4
Total Cost+VAT		£ 105,000.00	£ 133,793.00	£ 138,914.00
Total Score	100	84	88	87

Table 1.

9. As can be seen from the table above, scoring was quite close between each company;

- The criteria of inclusivity was one of the key criteria and all contractors scored very closely to each other, however the overall appearance and layout of the Playdale design was more aesthetically satisfying.
- All three designs were suitable for the existing location/footprint.
- Whilst overall there is little difference in the criteria scoring, there is a cost difference of £33,914 between the cheapest and the most expensive quotations at hand.

10. From a purely quantitative viewpoint based upon Table 1, the quotation from Playsafe appears the most advantageous particularly given their quoted cost. However potential information from each of the presentations at this meeting may well alter the councils' perceptions from both the quantitative and qualitative viewpoints.

Finance

11. Given the likely estimated costs emanating from the very first scoping meeting the council resolved that the Town Clerk make a CIL Bid for £75,000 with match funding from the councils own 'Neighbourhood CIL' reserves of £75,000, providing an anticipated project budget of £150,000.
12. At the time of writing this report the Town Clerk has been informed that the councils CIL funding application has been successful subject to final 'sign-off' by the Lewes District Council Cabinet which meets in early July 2024.

13. All three contractors under consideration have indicated a 4-5 week completion of works, which would suggest that this work could be completed within the current calendar year subject to the order book of the successful firm.

Recommendation.

That the council informs the Town Clerk as to which contractor/company it wishes to commission for this work and initiate the same following confirmation/receipt of CIL funding from Lewes District Council.

Denton Play Area

11. Report - Appendix 1 - HAGs



Existing Basket Swing to remain

Hold on Tight

Swing together

Let's Climb

Spin

Inclusive

Hold on tight

Bespoke Adventure

Locally inspired Multiunits

Existing Toddler kit to remain

Imagine

Slide

Wow

Strength

Slide

Inclusive

5 Apples please

Wheey Hey!

Lighthouse Slide

Ahoy there

explore

Learn

Relax

Interact

Explore

Learn

Inclusive

climb

Challenge

Traverse

Interact

Balance

Interact

Awesome!

Please note this is an artists impression. Final equipment specifications and positions to be confirmed with order. Please refer to CAD plan for current layout

HAGS[®]



Itemised Quotation

For

Newhaven Town Council

Denton Play Area

Quotation ref: Q-31893-R2S9 rev 0

29th February 2024

Contents:

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Project Preliminaries	16
Quotation Summary	16
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Order Form	19
Terms and Conditions	20



HAGS®

Inspiring all generations

29th February 2024

Quotation Ref: Q-31893-R2S9 rev 0
Quotation type: Fixed Price Quotation
Valid for: 60 days

Ken Dry

Dear Ken

Re: Denton Play Area

Thank you for inviting HAGS to provide a proposal for the above project. Please find enclosed our detailed quotation.

Inspiring all ages and ability levels is our mission. Innovation within our design and manufacturing ensure that you will have safe play and recreation equipment that creates fun for all to use.

The key benefits of choosing to work with HAGS are:

- **Quality & Durability** – we use top quality materials and manufacturing processes reducing maintenance and life cycle costs. All HAGS products are TUV certified and play spaces designed to the current European safety standards.
- **Innovation** – we have an enormous and diverse product portfolio to suit every need allowing you to add to your scheme easily.
- **Service** – we'll take care of you every step of the way from supply to decommissioning freeing up your time.

We trust that we have met your requirements and expectations fully. Should you wish to proceed with our proposal please complete the Order Form at the end of this document and return it to us along with your Purchase Order reference. However if you have any questions about the products, services offered, any other element of this proposal or wish to make any modifications please do not hesitate to contact me or my sales coordinator.

Thank you for your interest in HAGS. We look forward to discussing this proposal further with you and will contact you within the next 5 days.


Yours sincerely




Sarah Alexander
Area Sales Manager
07778 159519 (mobile number)
SAlexander@hags.co.uk


Helen Thrussell
Sales Co-ordinator
01784 489107 (head office)
HThrussell@hags.co.uk


Itemised Quotation


Topsoil & Turf		
	Supply & lay 80m2 of 50mm topsoil & turf. Watering responsibility by others.	£1,440.00
Item Total		£1,440.00


Topsoil & Seed		
	Supply & lay 150m2 of 50mm topsoil & seed	£1,950.00
Item Total		£1,950.00


Breakout & Remove


B&R 1-Bay Swing (Cut Off)		
	Breakout and remove from site 1-bay swing (cutting off at ground level)	£163.00
Item Total		£163.00


B&R Roundabout (Cut Off)		
	Breakout and remove from site 2 no. roundabouts & cone climber (cutting off at ground level)	£772.00
Item Total		£772.00


B&R Climbing Frame		
	Breakout and remove from site climbing frame	£455.00
Item Total		£455.00

B&R Trail		
	Breakout and remove from site trail	£1,542.00
Item Total		£1,542.00


B&R Paving Slabs		
	Breakout and remove from site 1m2 of paving slabs	£16.00
Item Total		£16.00

B&R Grassmat Tiles		
	Allowance to breakout and remove from site 80 grassmat tiles.	£2,320.00
Item Total		£2,320.00

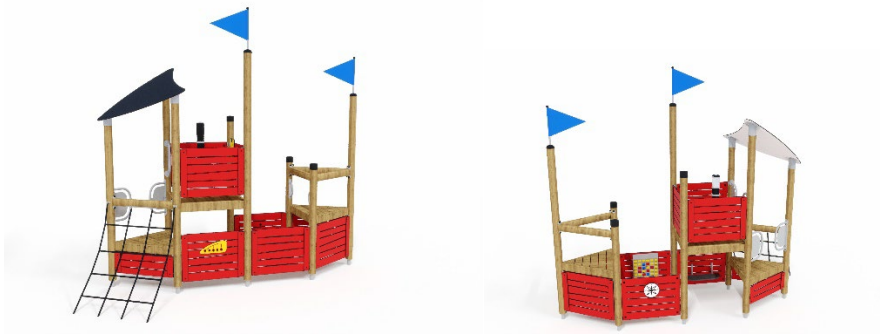
Uplift & Reinstall Fencing		
	Uplift and reinstall 1no existing fence panels (inc new fixings)	£134.00
Item Total		£134.00

B&R 40mm Ecomulch		
	Breakout and remove from site 19m2 of 40mm EcoMulch	£380.00
Item Total		£380.00

Equipment

Bespoke Uni-xx - SP7369 UniMix	
	
<p>Supply 1 no. Bespoke UniMix - SP7369</p> <p>EQUIPMENT DIMENSIONS m (L x W x H): 11.3 x 7.19 x 3.62</p> <p>USERS Age range: 3+ No. of users: 35+</p> <p>INSTALLATION Cast in Place</p> <p>SURFACE & SPACE REQUIRED Max Free Fall height - 2.2m Falling Space area – 76m² Min wet pour area – 77m²</p> <p>Installation Hard Dig</p>	<p>£30,348.00</p> <p>£7,093.79</p>
Item Total	
	£37,441.79

Bespoke Uni-xx - SP7372 Boat



Supply 1 No. Bespoke UniMini - SP7372

£9,233.00

EQUIPMENT DIMENSIONS

m (L x W x H): 3.84 x 1.93 x 3.89

USERS

Age range: 3+

No. of users: 15+

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height - 1.3m

Falling Space area – 27m²

Min wet pour area – 28m²

Installation Hard Dig

£3,500.00

Item Total

£12,733.00

Spinmee Inc. Roundabout 3 Colour Collection 7 - (CAR-SP3(007))



PRODUCT FEATURES

The Spinmee Inclusive Roundabout is accessible to those with mobility impairments as well as wheelchair users. Its rotating base is flush with the surrounding safety surface allowing for easy transition between the surfaces. The design of the roundabout allows for both seated and standing users while also featuring 2 locations that can securely accommodate wheelchairs.

EQUIPMENT DIMENSIONS

m (L x W x H): 2.05 x 2.05 x 0.80

USERS

Age range: 4+
No. of users: 4

INSTALLATION

Minimum concrete volume cu. m: 0.35
Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.00
Falling Space area – sq.m: 28.28
Min wet pour area – sq.m: 30.00

PLAY VALUE



PRICING

Supply 1 No. Spinmee Inclusive Roundabout £6,696.00

Hard Dig Installation £1,027.00

Item Total £7,723.00

Vippy see-saw (Red) Red - (HAG8049488)



PRODUCT FEATURES

The Vippy see-saw provides this traditional playground favourite with contemporary design and sturdy, easy-grip handles. Available in Spectrum Yellow, Green or Red.

EQUIPMENT DIMENSIONS

m (L x W x H): 3.06 x 1.02 x 0.85

USERS

Age range: 5+
No. of users: 2

INSTALLATION

Sunken Foundation

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.10
Falling Space area – sq.m: 12.00
Min wet pour area – sq.m: 12.00

PLAY VALUE





PRICING

Supply 1 No. Vippy See-Saw	£1,318.00
Hard Dig Installation	£430.00

Item Total **£1,748.00**

Bespoke Village Shop Panel		
	Supply 1 No. Bespoke Village Shop Play Panel - "Denton Village Shop"	£262.79
	Installation to posts	£27.00
Item Total		£289.79

Pirate Role Play Panel		
	Supply 1 No. Pirate Head Through Play Panel	£101.56
	Installation to posts	£27.00
Item Total		£128.56

Single UP Wooden Post incl. Panel Fixings		
	Supply 4 no. Natural Brown - NCS S 1030-Y10R posts	£648.00
	Panel Post Install Hard Dig	£372.00
Item Total		£1,020.00

Turo Swing, Four Place Red - (HAG8051063)



PRODUCT FEATURES

Whilst playing equipment has progressed and evolved immeasurably over the years, there are some classic pieces of equipment that will always remain popular and important in any play-scheme. HAGS range of stylish Turo swings will be a great addition to every play area. This 2.4m high swing frame provides great play appeal for children to interact and develop socially, and physically.

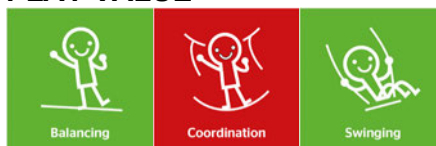
EQUIPMENT DIMENSIONS

m (L x W x H): 1.4 x 7.2 x 2.4

USERS

Age range: 2+
No. of users: 4

PLAY VALUE



INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.40
Falling Space area – sq.m: 53.50
Min wet pour area – sq.m: 46.50

PRICING

Supply 1 No. Turo Swing, 4 Place	£2,050.00
Supply 1 No. Katja Seat, c/w ss chains, 6mm, black	£173.00
Supply 1 No. Kiddy Seat, c/w ss chains, 6mm, black	£359.00
Supply 1 No. Tango Seat, c/w ss chains, 6mm, black	£735.00
Supply 1 No. Mirage Seat c/w galv chains, 6mm, grey	£526.00
Hard Dig Installation	£1,134.00

Item Total £4,977.00

Portland Slide - (HAG8057515)



PRODUCT FEATURES

Although lighthouses are usually solitary places, the Portland slide will attract many enthusiastic visitors and is likely to become the focal point of any play area. As lighthouses are usually places shrouded in mystery, the Portland will provide the perfect backdrop for thrilling playground tales. As children create their own scenarios and pretend to be the lighthouse keeper or sailors stranded at sea, they develop confidence, learn to interact with their peers and express their personality through role play. This quirky slide gives children the opportunity to run up and down, slide and burn off some energy, as well as developing gross motor skills and coordination. The subtle nautical theme and distinctive red and white striped pattern will echo a coastal setting and complement nicely areas with a strong heritage.

EQUIPMENT DIMENSIONS

m (L x W x H): 2.08 x 0.77 x 1.8

USERS

Age range: 2+
No. of users: 3

INSTALLATION

Sunken Foundation

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 0.60
Falling Space area – sq.m: 13.71
Min wet pour area – sq.m: 17.00

PLAY VALUE




PRICING


Supply 1 No. Portland Slide	£2,854.00
Hard Dig Installation	£391.00


Item Total **£3,245.00**

Surfacing




Wet Pour		
	Supply and lay 257m2 Total - 40mm 113.5m2, 50mm 106m2 & 80mm 37.5m2 thick Black & Fleck standard colours ramped & flush wet pour [as per design]	£24,100.69
	Hard dig excavation to 140mm & cart away spoil - 116m2	£1,972.00
	Supply and install 116m2 of geotextile membrane	£348.00
	Supply and install 116m2 of 100mm MOT type 1 - none sloped areas	£3,132.00
	No edge	
Item Total		£29,552.69

Excavation to 150mm & cart away spoil (HD)		
	Hard dig excavation to 150mm & cart away spoil - 72m2	£1,296.00
Item Total		£1,296.00

Concrete Base (100mm)		
	Supply & lay 70.5m2 of 100mm concrete base	£10,645.50
	Soft dig excavation to 120mm & cart away spoil - 138m2	£987.00
	Supply and install 138m2 of geotextile membrane	£211.50
Item Total		£11,844.00

Landscaping of Mound		
	Allowance to grade and shape back the existing mound where MultiUnit is being installed	£855.17
Item Total		£855.17

Project Preliminaries

Carriage charge		
	Orders with equipment valued below £5,000 carriage is charged at 12%. Orders with equipment valued above £5,000, carriage is charged at 6%.	£3,318.26
Site Security / Storage / Welfare Facilities		
	<p><u>Site Security</u> – As recommended by the Health and Safety Executive, 2m high temporary site security fencing will be erected whilst all installation works are undertaken, including site safety signage.</p> <p><u>Site Storage</u> – Supply secure container for duration of the works inclusive of site compound management.</p> <p><u>Welfare Facilities</u> – Supply suitable welfare facilities for the duration of the project in line with the requirements of the Construction Design and Management Regulations 2015 (CDM)</p> <p><u>Skip Allowance</u></p>	£3,705.21
Post Installation Inspection		
	RPII Post Installation Inspection	£422.00
Preliminaries Total		£7,445.47

Quotation Summary

Quotation sub-total	£129,471.47
Special project discount	-£24,471.47
Quotation Total (exclusive of VAT)	£105,000.00

Freedom of Information

Non-disclosure of commercially sensitive documents under Freedom of Information Act

HAGS-SMP Ltd. consider our proposal return documentation to be commercially sensitive information under the Freedom of Information Act 2000. We request it is not disclosed on the grounds that its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person holding it without upholding any public interest.

Commercially sensitive extends to, but is not limited to: pricing, company structure and resources, method statements for the delivery of the works and services and descriptions of our products or bespoke environment designs. Release of this information would give commercial competitors an unfair advantage against HAGS-SMP Ltd. on any future proposal submissions.

However, our 3D visual design drawings may be reviewed and released under a FOI Act request as this is generally available within the public domain or may have been displayed at a public event.

Terms of Quotation

1. THIS QUOTATION IS VALID FOR 60 DAYS

2. VAT IS NOT INCLUDED

3. Prices are strictly 30 days nett

Prices are strictly 30 days nett from date of invoice provided a credit account is in operation and we specifically draw your attention to clauses **3, 4, 6** and **7** of our *terms and conditions of sale* (a copy is available on request).

4. CARRIAGE CHARGES

Carriage charged within the UK Mainland are:

Orders with *gross equipment valued below £5,000*, carriage is charged at **12%**.

Orders with *gross equipment valued above £5,000*, carriage is charged at **6%**.

We have a *minimum carriage charge of £10*.

Carriage outside UK Mainland, price on application

5. BUDGET INSTALLATIONS COST

Budget costs assume that easy lorry access and precise siting of the equipment will be provided, no surface or underground obstructions will be encountered during excavation such as concrete, hard-core, rock, chalk, roots, drainage, gas or water pipes, telephone or electricity cables etc. In the event of any such obstructions we reserve the right to charge for any additional work involved. We cannot accept liability for any consequent charges that may be incurred by disruption of any of the foregoing services. For fixed installation prices a site survey is required by an Area Manager prior to the order being placed.

6. MINIMUM INSTALLATION CHARGE

On orders received with installation a *minimum installation charge* will be applicable per site.

7. NON HAGS PRODUCT

In cases where HAGS includes within a project non-HAGS items specified by the client or its agent HAGS does not warrant that product or service as fit for use and its inclusion by HAGS does not endorse the item as conforming to required standards. It is assumed that before specifying, the client has assured themselves as regards conformity to EN1176, durability and fitness for use. Any guarantee claims relating to the specified item will need to be directed to the manufacturer or distributor of the item directly. HAGS does not guarantee such goods or services in any way.

8. PRODUCT DEVELOPMENT

HAGS has a policy of continuous product development and improvement. We reserve the right to alter specifications and design features of our products. In this context illustrations and descriptions contained in our sales literature and drawings are not binding.

9. DELIVERY/INSTALLATION TIMEFRAME

Delivery of product will be confirmed with order and is typically 6/8 weeks from receipt of written order. Installation is undertaken subsequent to delivery of equipment and time required will vary according to the project. Most are completed in 2/3 weeks after delivery of equipment.

10. DAMAGE TO GRASSED ACCESS ROUTES

During installation of a playground damage to grassed areas used as an access route is sometimes unavoidable. This is particularly the case if the installation occurs in wet weather or the site itself does not drain well. HAGS will if necessary level and seed any areas damaged in such a way. But please note that our quotation does not include for watering, maintenance or protection of such seeded areas from further damage or erosion.

11. LIQUIDATED DAMAGES

Would you please note that unless formally agreed in writing as part of an established form of contract (e.g.: JCT Minor Works) **HAGS-SMP Ltd t/as HAGS will not accept the imposition of liquidated damages** under any circumstances. Should such an agreed contract be in force the damage applicable (such financial damage to be real) shall be no greater than 1% per week of the total value of the works placed with HAGS-SMP Ltd and limited to a maximum of £250 per week.

12. SETTLEMENT DISCOUNT

a. NOMINATED SUB-CONTRACTOR:

Should a settlement discount of 2.5% be required under the terms of the main contract, then **2.563% should be added** to all prices quoted herein.

b. NOMINATED SUPPLIER:

Should a settlement discount of 5% be required under the terms of the main contract, then **5.263% should be added** to all prices quoted herein.

Terms and Conditions of sale are available on request Please contact Customer Services **0845 260 1655** sales@hags.co.uk
Issue Y 15.10.18

HAGS®

Inspiring all generations

Order Form

For HAGS supply & installation project

Date

Your PO Number:

Company Name _____
Address 1 _____
Address 2 _____
Address 3 _____
Address 4 _____
Town _____
County _____
Post Code _____

DELIVER TO

Project / Delivery Contact Name _____
Site Name _____
Address 1 _____
Address 2 _____
Address 3 _____
Address 4 _____
Town _____
County _____
Post Code _____

PROJECT DELIVERY CONTACT	DELIVERY CONTACT MOBILE NO.	PREFERED START DATE

QTY	DESCRIPTION / QUOTATION REF	LINE TOTAL

PAYMENT TERMS ARE STRICTLY 30 days
(unless otherwise agreed)

SUB TOTAL	
VAT @ 20%	
TOTAL	

1. Please notify us immediately if you are unable to receive delivery / installation as specified in our Order Acknowledgement
2. In signing this order form you agree to HAGS Terms & Conditions (as detailed)
3. Payment terms are subject to status

Authorising signature _____ Date _____
Print name: _____

Terms and Conditions

1. THE CONTENT OF THIS CONTRACT

- a. in this Contract: -
 - "the Company" means HAGS-SMP Ltd t/as HAGS as applicable
 - "the Goods" means the goods or services sold or supplied by the Company to the Customer under this contract
 - "this Contract" means a contract between the Customer and the Company incorporating these conditions
- b. The Contract governs the sale of Goods by the Company to the exclusion of all other representations, statements, understanding, negotiations, proposals or agreements.
- c. Where the Customer submits its own order form these terms shall prevail if they conflict with the terms in that form, even if that form includes a condition similar to this one
- d. The Contract becomes legally binding on both parties once FIVE (5) BUSINESS DAYS has expired following the issue by the Company of the Order Confirmation. At this point, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and the Contract. If the Customer rejects the Order Confirmation within the FIVE (5) BUSINESS DAYS, no Contract is deemed to exist.
- e. No employee of the Company or its agents has authority to make any warranty, statement or promise concerning the Goods except in writing signed by a Company Director.
- f. The Customers order shall be subject to acceptance by the Company
- g. Orders are accepted and estimates of delivery given conditionally on the Company being able to secure the necessary labour or material and without responsibility for delays or non-fulfilment arising through risk and uncertainties of manufacture, strikes, accidents, force majeure or otherwise howsoever.
- h. All drawings, descriptive and forwarding specifications, particulars of weights and dimensions are approximate only and not binding and illustrations contained in catalogues, price lists, sales literature and other advertisement material are for the purpose of general description only and none of these shall form part of this Contract.

2. STANDARDS

- a. Where a B.S.I. specification or code is applicable, quotations will be given for patterns and equipment to that specification code.
- b. When Goods supplied under this Contract are not supplied under the B.S.I. system for the Registration of Firms at Assessed Capability, the Customer will be notified in the quotation relating to those Goods.

3. PRICES

- a. We reserve the right to invoice at the price ruling at date of despatch. All prices, unless otherwise stated, are for delivery "ex works" and are exclusive of value added tax or any other tax or duty which is or may be levied or charged in the U.K. or in the country of destination. Any such taxes, duties or charges shall be paid by the Customer.
- b. Unless otherwise specified, packing cases and pallets will be charged extra but will be credited in full on return carriage paid and in good condition within one month of receipt by the Customer. Export packing cases are not returnable.
- c. Quoted prices are held for a period of 60 (Sixty) days and ordered prices for Goods or Services are held for 60 (Sixty) Days, after these periods both are subject to any increase in the cost of labour, materials and installation.
- d. If the Customer requires alteration to the order the price will be varied accordingly. After 5 (Five) business days of the order being placed, any changes will incur additional charges.

4. PROPERTY OF GOODS

- a. Property of Goods delivered by the Company shall not pass to the Customer until payment is made in full. In case of default in payment, the Company shall be granted access rights in order to repossess the Goods. At all times before payment in full:
 - the Goods shall stand in the Customer's books in the name of the Company; and
 - the Customer shall take appropriate steps to notify third parties of the Company's interest in the Goods; and
 - in the event of threatened seizure of the Goods or by the appointment of a receiver or liquidator, or any other event entitling the Company to terminate this Contract under paragraph 10, the Customer shall immediately notify the Company and the Company shall be entitled to enter the Customer's premises and repossess the Goods.
- b. If the Customer delivers Goods to a third party before payment has been made in full to the Company, the customer shall hold all sums received for such Goods as trustee for the company and shall remit them to the Company on receipt.
- c. Risk for the Goods shall pass on delivery.

5. DELIVERY

- a. Delivery shall be "ex-works" unless the Company agrees otherwise. If the Contract includes delivery by the Company, the Customer shall be responsible for giving the Company clear and accurate instructions as to the place of delivery. If the carrier is unable to unload the Goods carried, the transport will still be charged. Any damage to Goods caused during or after unloading by the staff of the Customer will be the exclusive responsibility of Customer.
- b. If the Customer is not available or prepared to accept delivery the Company may take away the Goods and redeliver at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage and demurrage) or leave the Goods on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise
- c. If the Company has been delayed by the Customer for delivery of Goods, the Company has the right to charge a weekly holding or storage charge of 2.5% of the Goods.
- d. Time shall not be of the essence in respect of delivery. If the goods are to be delivered by a date specified by the Customer or by the Company such date is to be treated as an estimate only. The Company does not guarantee that the Goods will be delivered by such date or accept any liability for failure to meet the date.
- e. Prior authorisation for any returns is needed before the Company will accept. The Company reserves the right to charge a re-stocking fee of 25% of the Goods. Carriage cost for any returned product must be borne by the Customer.

6. SETTLEMENT TERMS

- a. Where credit facilities exist, accounts are due for payment 30 days from the date of invoice. Proforma payments and deposits can be requested by the Company at any time, subject to Customer credit checks and review on historical payments.
- b. Unless expressly stated otherwise in writing, invoices will be issued:
 - i. For the supply of Goods only orders, 100% of the price upon manufacture or dispatch.
 - ii. For supply of Goods and Services orders, 100% of the Goods price upon dispatch and the remaining balance in accordance with an agreed upon payment plan but no later than full invoicing upon completion (handover) of services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of the invoice unless expressly agreed otherwise.
- c. The Company is entitled to ask for full payment of Goods upfront when the order is accepted (by credit card, money transfer or similar) and the payment of the installation upon completion date (hand over) of services. In the exceptional case that the Customer does not meet financial criteria set by the Company, the order will not be released to manufacturing until the pre-payment has been received, so the pre-payment invoice shall be made within five (5) working days starting from the date of the invoice in order to achieve timely delivery
- d. For Services to be carried out over a period exceeding two weeks, the Company reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon receipt of the Goods at the Customer's site, followed at weekly intervals by invoices for completed stages of the Services. In the event that any weekly invoice is not paid in accordance with clause 6(a), the Company shall be entitled at its own discretion to suspend the Services until payment of all outstanding sums is received or to terminate the Contract in accordance with clause 10.
- e. Where special discount terms are quoted, the terms must be strictly adhered to otherwise the account will be charged nett. The Customer shall unless otherwise agreed in writing, pay all sums due to the Company under the Contract prior to delivery in cash or cleared cheque in pounds sterling.
- f. If for any reason the Company does not receive unconditional payment in full, whether under any terms of credit facilities or otherwise, within 30 days from delivery then the company may charge daily interest on such payments at a rate equal to 8% per annum above the Bank of England Base rate, such interest to run from day to day to accrue before as well as after any judgement.
- g. Export Sales: Special terms will be quoted for export deliveries.
- h. If retention is applicable, the retention period will be 12 (Twelve) months from the Completion Date unless an amendment is agreed with the Company prior to the sales order submission. Clause 6(f) will be enforced for outstanding balances after the expiration of the 12-month period.

7. DEFECTS

- a. The Company does not accept responsibility for any damage, shortage or loss in transit unless:
 - i. Non-receipt of Goods is advised to the Company within 10 days from the date of the Company's advise/delivery note; and
 - ii. Any breakage, damage or shortage is advised to the Company and carriers within 10 days of receipt of Goods provided that the carriers note is marked "unexamined".
- b. All sizes are approximate. Variations during the course of manufacture cannot be avoided and liability is not accepted for them.
- c. When Goods are offered and supplied to a Customer's designs and specifications no guarantee is given or implied for their suitability for the purpose for which they are used.
- d. Return of any Goods must be authorized in writing by the Company prior to shipping and all costs and expenses will be borne by the Customer.
- e. The communication of defects and anomalies must be raised within (3) Three Months of when the Goods defect is discovered or should have been discovered and must be accompanied by supporting documentation to help validate the claim.
- f. If specific colours or design of Goods have been discontinued, the Company will offer a choice of available alternative colours or corresponding alternative designs of Goods to replace the warranted defect.
- g. If during the period of 12 (Twelve) months from the date of invoice the Company is notified of a fault in the Goods which is due to a faulty design, manufacturing or materials the Company will replace or (at its option) repair the faulty part free of charge provided that:
 - The Goods have been properly kept, used and maintained in strict accordance with the manufacturer's or the Company's instructions, if any, and have not been modified.
 - The fault is not due to accidental or wilful damage, interference with or maintenance of the Goods by persons other than the Company or its duly appointed Agent.
- h. If the Company has been notified by the Customer to a fault outside the period of 12 months the Company will review the Goods warranty documents to validate the claim. If the fault falls into a warranty category which the Company decides to honour, the replacement part to resolve the fault will be supplied free of charge exclusive of labour.

8. INSTALLATION OF GOODS

- a. The Customer must provide accurate information to the Company regarding site details including site dimensions, layout, specification and below ground soil conditions, If this is not provided accurately by the Customer, the Company can charge the Customer any additional charges incurred.
- b. The Customer shall promptly notify the Company of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Goods are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Company shall not be held liable under any circumstance for any potential or actual damages caused to such installations. If the Company incurs additional costs as a result of a failure to provide such information, the Company can charge the Customer any additional costs incurred.
- c. The Company will only survey area's above ground prior to installation. Any additional surveys required will be chargeable to the Customer. Should any sub-surface structures exist that are not identified through the survey, the Company can charge the Customer for any additional costs incurred.
- d. An installation commencement date will be agreed in advance by the Customer and the Company. Should the installation site not be in a suitable condition for work to commence on this date, the Company will be entitled to charge the Customer for any additional costs incurred.
- e. The Company shall subcontract Services works out to approved installers where necessary, all works to be managed by the Company.
- f. The Company has the right to charge the Customer for any works outside the order confirmation.
- g. Any amendments to the original order must be made in writing. The Company will endeavour to accommodate such amendments but will charge the Customer for any additional time and materials incurred. The Company has the right to reject such amendments.
- h. Upon completion of the Services, the Customer shall sign the Site Completion Handover Checklist provided by the Company or confirm in writing all works have been carried out to a satisfactory level. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the Customer shall send the Company, within five (5) working days from receipt of

the Site Completion Handover Checklist or Confirmation email of completed works, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Company shall remedy the claimed faults at its own expense; if, instead, the Company demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Company the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer doesn't return a signed Site Completion Handover Checklist, Confirmation email or provide a Notice within five (5) working days from receipt of the Site Completion Handover Checklist or Confirmation email of completed works, the Services will be deemed completed to the Customer's satisfaction in all respects.

9. LIMITATIONS OF LIABILITY

- a. Except where expressly contained in this Contract, all warranties, conditions, undertakings and representations, express or implied, statutory or otherwise, are excluded and the Company has no obligation, duty or liability in Contract, tort (including negligence or breach of statutory duty) or otherwise.
- b. In any event, the Company's liability arising for any reason in connection with this Contract shall be limited to the original invoice value of the Goods.
- c. In no circumstances will the Company be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for the indirect or consequential loss or damage whatever.
- d. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence
- e. Each provision of this Condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.

10. TERMINATION

- a. The Company shall have the right forthwith to terminate this Contract and to claim for any resulting losses or expenses if:
 - i. the Customer fails to pay any undisputed amount due under this contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - ii. the Customer commits a breach of this Contract and fails to remedy the breach within reasonable time of a written notice to do so; or
 - iii. the Customer commits any act of bankruptcy or compounds with its creditors; or a petition or receiving order in bankruptcy is presented or made against the Customer, or a petition for an administration order is presented in relation to the Customer, or a resolution or petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver or any similar event occurs under the laws of the state where the Customer was incorporated.
 - iv. A re-stocking fee of 25% of the product value and freight charge will be levied for all cancelled orders.
- b. For all special manufactured or purchased items we reserve the right to charge full value of the cancelled equipment order.

11. FORCE MAJEURE

- a. The Company shall not be liable in respect of any breach of this Contract due to any cause beyond his reasonable control including: Act of God, inclement weather, pandemic, flood, lightning or fire, industrial actions, or lockouts; the act of omission of government, highways authorities, or other competent authority, war, military operations or riot; the act or omission of any part for whom the Company is not responsible.

12. INFRINGEMENTS

- a. The Customer shall indemnify the Company against all damages, penalties, cost and expenses arising out of any claim by any third party for any infringement or alleged infringement of any third party's industrial or intellectual property rights in any work carried out in accordance with the Customer's specification.
- b. Copyright in all drawings or tracings prepared by the Company are the Company's property and copyright and must be regarded as confidential. Such drawings or tracings must not be published or disclosed under any circumstances without the Company's permission in writing.

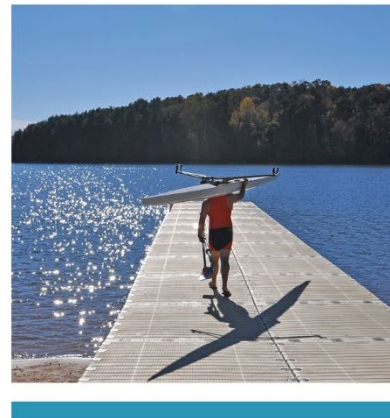
13. APPLICABLE LAW

- a. The Law of England shall be the proper law of this Contract

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 PlayPower

A PlayPower, Inc. Company

11. Report - Appendix 2 - Playsafe Quote & Design



PLAYSAFE PLAYGROUNDS LTD

The Cart House, Goldrings Farm, Elsted Marsh,
Midhurst, West Sussex. GU29 0JS
Tel: 01730 815472 Fax: 01730 815872
E-mail: info@playsafeplaygrounds.co.uk

Newhaven Town Council
18 Fort Road
Newhaven
East Sussex
BN9 9QE

Ref: 13824

18th April 2024

QUOTATION – Denton Road

Quotation Summary Sheet

Site Setup – H & S documentation, site security, site storage, welfare

Removals – Carry out removals of the existing play equipment, mounding and surfacing, all as listed and specified below

Play Equipment – Supply and deliver all play equipment as listed and specified below

Installation – Costs for the installation of all proposed items of play equipment as specified below

Base Works – Excavate and lay base works for the wetpour safety surfacing, all as specified below

Wetpour Safety Surfacing – Supply and lay wetpour safety surfacing to required depths, all as specified below

SafaMulch™ Safety Surfacing – Supply and lay SafaMulch™ safety surfacing to required depths, all as specified below

Pedestrian Gate – Relocate existing gate and make good of fencing, all as specified below

Post Installation Inspection – Carry out an independent post installation inspection on works completion

Customer Liaison – Continual liaison with the customer throughout the contract up to practical completion

Play Area Total = £133,793.00 + VAT



On all new synthetic safety surfaces

Muga Goal Ends – Remove fence panels and basketball posts, replacing with new recessed multi goals, all as specified below

MUGA Total = £9,598.00 + VAT

See detailed price break down below

All prices are excluding VAT and valid for 21 days.
MCD has been included unless otherwise stated.
Terms: To be confirmed at point of order



Please contact us
for details of our
FSC® certified
products
The mark of
responsible forestry
FSC® C007915

Site Setup

Provide all 'site specific' health and safety documentation, including insurances, RAMS, program of works, accreditations and certifications – [The customer is required to provide up to date utility plans of the working area prior to completing the above information.](#)

Supply, erect and maintain heras security fencing around the perimeter of the following areas for the duration of the works –

- Working area;

Provide and maintain onsite WC facilities for the duration of the works.

Provide onsite lockable storage facilities to house plant and tools for the duration of the works.

Clear site of the above on the completion of the works.

£2,089.00

Removals

Carry out the removals of the following items, removing existing foundations only where necessary and carting all waste materials away from site to a licensed tip –

- Cradle seat swing, including mulch/matta surface
- Rota net, including matta surface
- Cube Climber, including matta surface
- See Saw, including matta surface
- Super Nova Roundabout, including mulch/matta surface
- Robinia Adventure Trail Combination and stepper logs
- Junior flat seat swing, including mulch/matta surface

Excavate and remove the existing soil mound, removing all excavated waste away from site to a licensed tip.

£8,821.00



Play Equipment

Inclusive Multi Play Climber

There are six different ways to climb onto this multi play unit, with higher agility accesses for the able bodied, a 2.4m high vertical net, a climbing wall and a rope climb.

Equally challenging to less agile children are the large inclined inclusive net, a drag ramp and high visibility extra wide steps. In effect – two units in one, with fairly difficult step-ups and a hoop bridge between the two areas so children don't stray into

an area too challenging for them.

With 13 play feature activities, transfer decks and side entry or exit slides mean good access for children with mobility problems.

Can accommodate up to 39 users.



£45,808.00

Toddler Multi Play Climber

Toddler multi play climber features three towers with decks connected via a bridge and a tunnel.

All the decks are set at a height which enables activities at ground level to be added underneath each deck adding important play value.

With 13 play features and a wide range of activities this unit will appeal to different ability levels. Different accesses are designed to be incremental in challenge level, enabling children to 'grow' with the unit as their skills and confidence increase.

Ground level features include game panels, mirrors and puzzles. The upper level incorporates physical, role play, object and creative elements, all arranged in a circular route. Once at the top, passed all the many other activities this unit has to offer, the final reward for climbing is a wide stainless steel slide to get back to ground level.

Can accommodate up to 24 users.



£25,260.00

All prices are excluding VAT and valid for 21 days.
Terms: To be confirmed at point of order.



Rubber Steppers (9no)

Rubber Steppers are a perfect way to link trail items whilst challenging children's balance and coordination.



£1,062.00

A Frame

Develop upper body strength and hand eye coordination as you traverse up and down the A Frame.



£3,829.00

Edge Along Bridge

Test your balance and hand eye coordination as you cross the bridge.



£1,118.00

Rope Bridge

Develop balance and hand eye coordination navigating across the rope bridge.



£2,216.00

All prices are excluding VAT and valid for 21 days.
Terms: To be confirmed at point of order.



Please contact us for details of our FSC® certified products.
The mark of responsible forestry
FSC® C007915

2.4m Two Seat Swing (Flat Seats)

The swing is a stalwart of play and an item that children ask for without fail.

The physical activity of swinging is good for muscular development and stimulates the heart and lungs.



£2,138.00

1.8m Two Seat Swing (Cradle Seats)

The swing is a stalwart of play and an item that children ask for without fail.

The physical activity of swinging is good for muscular development and stimulates the heart and lungs.



£2,014.00

Wheelchair Accessible Roundabout

Supply and delivery, including off loading, of the 'Inclusive Stainless Roundabout' –

The sleek, innovative, stainless steel design not only looks great but allows for exciting inclusive play suitable for everyone, no matter their abilities. This truly inclusive roundabout will attract big groups of children and adults in for a spin.

The ground-level design makes the roundabout accessible to everyone, while the bench provides a comfortably seated spin. The handholds offer great support from the inside, whilst from the outside they are used to get the roundabout moving.

Children will improve their sense of balance and the spatial awareness, while also developing social skills, such as cooperation and empathy by assisting friends of all abilities.



- 2100mm overall diameter x 750mm approximate height;
- Stainless steel frame with ally chequer plate floor as standard - other floor types available;
- Standard stainless steel barrier/seating frame work as shown – other configurations are available;
- Critical Fall Height - < 1000mm;
- Space Required – 6100mm x 6100mm
- Minimum Safety Surface Requirements – 26m²;

£6,370.00

All prices are excluding VAT and valid for 21 days.
Terms: To be confirmed at point of order.



Please contact us for details of our FSC® certified products
The mark of responsible forestry
FSC® C007915

Seating

DDA accessible Picnic Table –

Robinia hardwood sleeper picnic table manufactured by Dylan Group with the following features –

- Extended table surface for wheelchair accessibility and DDA compliancy;
- 2300mm length table & 1800mm length benches;
- Manufactured using robinia hardwood timber;
- All timber has a smooth sanded finish and all edges will be routed (5mm min radius)
- Stainless steel fixings used throughout;
- Manufactured for in-ground installation;



£734.00

Equipment Installation

Carry out the installation of the following play equipment into a flat grass site, located as shown on the graphics provided –

- **1 No** Inclusive Multi Play Climber
- **1 No** Toddler Multi Play Climber
- **1 No** Wheelchair Accessible Roundabout
- **1 No** 2.4m Flat Seat Swing
- **1 No** 1.8m Cradle Seat Swing
- **1 No** DDA Accessible Picnic Table
- **9 No** Rubber Steppers
- **1 No** A Frame
- **1 No** Edge Along Bridge
- **1 No** Rope Bridge

All excavated waste materials will be removed from site to a licensed tip.

Prices include all plant, labour and materials required to carry out the works.

£10,621.00

Stone Base Works

Excavate an area totalling 208.5m² to depths ranging from 140mm-170mm, removing all excavated spoil from site to a licensed tip.

Supply and lay geotextile membrane to the excavated area, overlapping all joints by 300mm minimum.

Supply and lay approximately 208.5m² of recycled type 1 stone all at a minimum compacted depth of 100mm, rolling edges in below the surrounding ground level.

£7,340.00

All prices are excluding VAT and valid for 21 days.
Terms: To be confirmed at point of order.



Wetpour Surfacing

Supply and lay the following areas of **Black Wetpour** safety surfacing, a two layer surface consisting of SBR base rubber layer and an EPDM rubber wearing layer, all over a free draining base –

- **46m² @ 70mm depth** with a tested CFH of **2400mm** when laid over type 1 stone base;
- **162.5m² @ 40mm depth** with a tested CFH of **1500mm** when laid over type 1 stone base;



Perimeter edges will be laid below surrounding ground levels, dressed with soil on completion and seeded. This will create a smooth transition between rubber surface and surrounding grass surfaces and eliminate future pulling problems from surrounding edges.



Wetpour is available in a variety of colours, standard being black, red, blue and green, which can be blended or used to create colourful surface areas.

Wetpour has a 5 year Guarantee as standard to all new safety surface areas – full Ts & Cs available.

Please see the attached document regarding UV stability and surface discolouration

£10,579.00

SafaMulch™ Safety Surfacing

Supply and lay the following areas of **coloured SafaMulch™** bound rubber mulch safety surfacing, complete with a double thickness geotextile membrane underlay when laid over grass/soil.

- **7.5m² @ 40mm depth** around the **Springer Jeep**, all with a tested CFH of **2500mm** when laid over a grass/soil base;
- **18m² @ 40mm depth** around the new **Toddler Swing**, all with a tested CFH of **2500mm** when laid over a grass/soil base;
- **21m² @ 40mm depth** around the new **Junior Swing**, all with a tested CFH of **2500mm** when laid over a grass/soil base;

All perimeter edges will be trenched out and the rubber surface edges will be laid below surrounding ground levels, dressed with soil on completion and seeded. This will create a smooth transition between rubber surface and surrounding grass surfaces.



SafaMulch is available in 8 x standard colours which can be blended together if required.

SafaMulch has a 5 year Guarantee as standard to all new safety surface areas – full Ts & Cs available.

£2,572.00



Pedestrian Gate

It has been identified that one of the existing pedestrian gates is badly positioned, to encourage users to walk straight across the nest swing usage zone. It is proposed that this gate is moved along the fence line.

Remove and relocate the pedestrian gate.
Make good of fencing at new location with a new fence post.
Make good of fencing where the gate was removed.

£762.00

Post Installation Inspection

An independent PII will be arranged on completion of the works.

£460.00

Play Area Total - £133,793.00

Ball Court Goal Ends

Supply and install 2 No sturdy Basketball and Football combo goal ends in steel, regulation size and height.

The existing steel fencing will be dropped as required to allow for the installation of the goal ends.

Once the Goal Ends have been installed, the fencing will be re-installed as required to abut the new installations, any waste materials will be removed from site to a licensed tip.



Supply and lay SafaMulch rubber to the recessed goal areas to extend the current surface as required.

£9,598.00

MUGA Works Total - £9,598.00

General Site

On completion clear site of all surplus materials and waste

Estimated Project Time Scale

4 weeks

All prices are excluding VAT and valid for 21 days.
Terms: To be confirmed at point of order.



Please contact us for details of our FSC® certified products
The mark of responsible forestry
FSC® C007915

Our installation

All works (including ground works) are undertaken by our 'in house' installation teams working to detailed specifications. Our staff are DBS checked, trained and skilled in both the works and H&S requirements, which enables us to hold valid certificates in:

CHAS, Constructionline and SMAS.

Customer Liaison

A pre start meeting will be required prior to starting any works on site.

The site will be marked out with the client on day 1 of the contract.

The site will be scanned and checked in conjunction with site service plans prior to a permit to dig being issued by the site supervisor.

Weekly progress meetings will be held on site with the client.

A final sign off meeting will be held on completion of the works and prior to handing the site back to the client.

Notes: Prices assume all of the above is made as one order (options excluded), are subject to good site access, a site survey and assume no underground services or obstructions which may all alter the final cost. Splitting a quotation may be subject to a price change.

Service plans of the working and surrounding area will be required a minimum of 1 week prior to starting works. These should be provided by the client. Playsafe can obtain service plans at an additional cost, this may delay commencement of works if sufficient notice to provide is not given (3-4 weeks).

All prices are excluding VAT and valid for 21 days.
Terms: To be confirmed at point of order.



PLAYSAFE SAFETY SURFACING

Wet-pour

This Playsafe safety surface is constructed of bonded rubber mixed on site using specialist equipment to produce a dense, consistent texture. It is then 'wet laid' to exacting standards.

The base on which the rubber surface is laid is either non-fines concrete or MOT Type 1, dependent on the depth of surfacing required for each area.

The top layer (wearing course) is Ethylene Propylene Diene polyethylene-modified rubber (EPDM) which is available in black, red, green, blue, beige, purple, eggshell, brown and yellow. A flecked pattern can also be achieved by mixing black with any of the other colours. To add to the play value of playgrounds, colourful graphics can be designed into the surfacing to individual requirements. The surface is slip-resistant and non-abrasive to young limbs.



Some coloured wetpour may appear to discolour when exposed to direct UV rays. This is due to the binder and cannot be avoided. After a period of use the top film of binder will wear away and the wetpour surface will return to its intended colour. This period maybe several months depending on the amount of use.

Different areas beneath the equipment are laid to differing thicknesses to provide the necessary impact absorbency. The correct thickness and area are determined by the Free Fall Height (CFH) of the equipment to be installed. Wet pour safety surfacing can be laid around complex configurations of playground equipment and ground contours. It is virtually maintenance free.

New wetpour surfacing is guaranteed for a period of 5 years against defects in materials and workmanship from date of invoice.

The above guarantees do not include any of the following – **repair works**, cosmetic issues e.g. fading colours or any discolouration due to weathering, new to old wetpour joints, misuse, neglect or accident and damage due to movement of base materials not installed by Playsafe. Any damage resulting from vandalism, abnormal use or lack of maintenance is not covered by this guarantee. Any shrinkage to the edges as this is a known factor with the flexibility of rubber expanding and contracting from warm to cold temperatures.

Defects must be promptly reported to the company and the company must be allowed access to the surface within normal business hours to inspect/repair any defect;

The customer must have made full payment for the surface in accordance with the conditions of our quotation/contract between the company and the customer for the supply and installation of the surface (including those as to time of payment);

For the avoidance of doubt, this warranty does not confer any rights on the Customer, or impose any liability on the Company, other than those expressly set out above and does not cover any claims for indirect or consequential loss or damage arising out of defect;



SafaMulch™

This Playsafe safety surface is constructed of bonded rubber mixed on site using specialist equipment to produce a dense, consistent texture. It is then 'wet laid' to exacting standards.

Different areas beneath the equipment are laid to differing thicknesses to provide the necessary impact absorbency. The correct thickness and area are determined by the Free Fall Height (CFH) of the equipment to be installed. SafaMulch™ safety surfacing can be laid around complex configurations of playground equipment and ground contours. It is virtually maintenance free.

SafaMulch™ surfacing is guaranteed for a period of 5 years against defects in materials and workmanship from date of invoice.

The above guarantees do not include any of the following – **repair works**, cosmetic issues e.g. fading colours or any discolouration due to weathering, misuse, neglect or accident and damage due to movement of base materials not installed by Playsafe. Any damage resulting from vandalism, abnormal use or lack of maintenance is not covered by this guarantee.

Defects must be promptly reported to the company and the company must be allowed access to the surface within normal business hours to inspect/repair any defect;

The customer must have made full payment for the surface in accordance with the conditions of our quotation/contract between the company and the customer for the supply and installation of the surface (including those as to time of payment);

For the avoidance of doubt, this warranty does not confer any rights on the Customer, or impose any liability on the Company, other than those expressly set out above and does not cover any claims for indirect or consequential loss or damage arising out of defect;



PLAYSAFE PLAYGROUNDS LIMITED

TERMS AND CONDITIONS

1. The Client is the Client named overleaf. The Contractor is Playsafe Playgrounds Limited.
2. These terms and conditions form part of the quotation. The quotation, once accepted, will form a contract between the Client and the Contractor.
3. Time is not of the essence. The date agreed for completion is subject to alteration in the event of delays occurring for reasons beyond the control of the Contractor including, but not limited to, inclement weather, strikes or lock outs affecting the Play industry, or additions or variations to the works described in the quotation.
4. If the Client wishes to make any alterations or additions to the quotation they should notify the Contractor. The Contractor will then supply a quotation for a new price which is to be accepted in writing by the Client before any such altered or additional work is carried out.
5. The prices stated in the quotation are exclusive of VAT. VAT will be charged at current rates, where applicable.
6. Pro-forma unless credit terms are otherwise agreed or stated. Where the work covered by the quotation exceeds four (4) weeks, the Contractor shall from time to time render interim accounts to the Client, and such interim accounts shall be paid by the Client forthwith on delivery of such accounts. The Contractor reserves the right to charge interest at the rate of 20% per annum on any account outstanding for longer than four (4) weeks, such interest to run from the date of such invoice.
7. Prices valid for twenty one days from date of quotation. Please confirm quoted prices after this date.
8. Credit references will be taken upon receipt of first order for Clients without accounts with the Contractor.
9. Title of Goods supplied or installed does not pass to the purchaser until full payment has been received.
10. All goods offered are subject to availability.
11. Except as expressly agreed the Contractor shall provide all labour, materials and equipment necessary for the proper execution of the work.
12. Adequate and suitable access, including working area(s) must be maintained at all times for all necessary plant, equipment and vehicles. Vehicle access of 3 metres wide x 3 metres high to at least 25 metres from site, and access of 1.5 metres wide into the work area.
13. NO liability will be accepted for any failure of surfacing due to foundation work faults not executed by the Contractor.
14. The Contractor reserves the right to alter the specifications without prior notice.
15. Cancellation charge will be levied on all cancelled orders to cover relevant handling and administrative costs.
16. Irrespective of any insurance taken out by the Contractor, the existing structures together with the contents thereof owned by the Client or for which he is responsible and the works and all materials and goods delivered thereto, placed on or adjacent to the works intended therefore (except plants, tools and equipment owned or hired the Contractor) shall be at the sole risk of the Client as regards theft, loss or damage by fire, lightning, explosion, storm, tempest, flood, apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped there from, riot or civil commotion. The Client shall maintain proper and adequate insurance against all such risks and shall on demand produce such policy of insurance and receipt for premiums paid for inspection by the Contractor.
17. The Client may but not unreasonably or vexatiously by notice of registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this contract if the Contractor shall make default in any one or more of the following respects:
 - a) If the Contractor without reasonable cause fails to proceed diligently with the works or wholly suspends the carrying out of the works before completion.
 - b) If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors whether or not under the Insolvency Act 1986.

PROVIDED that the employment of the Contractor shall not be determined under clause 17 (a) hereof unless the Contractor has Continued the default for 7 days after receipt by registered post or recorded delivery of a notice from the Client specifying such a fault.

18. The Contractor may but not unreasonably or vexatiously by notice of registered post or recorded delivery to the Client forthwith determine the employment of the Contractor under this contract if the Client shall make default in any one or more of the following respects:

- a) If the Client fails to make any payment to the Contractor on any account within 14 days of delivery of such account;
- b) If the Client or any person for whom he is responsible interferes with or obstructs the carrying out of the works or fails to make the site reasonably available to the Contractor;
- c) If the Client suspends the carrying out of the works for a continuous period of at least four (4) weeks;
- d) If the Client becomes bankrupt or makes any composition or arrangement with his creditors whether or not under the Insolvency Act 1986 or has possession taken by or on behalf of any creditor of the property the subject to the works.

PROVIDED that the employment of the Contractor shall not determine under clause 18 (a) (b) or (c) hereof unless the Client has continued the default for 7 days after receipt by registered post or recorded delivery of a notice from the Contractor specifying such default.





EXISTING
NEST SEAT
SWING

2.4M FLAT
SEAT SWING WITH
SAFA MULCH SURFACING

ADVENTURE
TRAIL



TODDLER MULTI
PLAY CLIMBER

EXISTING
PLAY JEEP

DDA
ROUNDABOUT

WETPOUR
SAFETY
SURFACING



RELOCATED
SELF CLOSING
GATE



INCLUSIVE MULTI
PLAY CLIMBER

INCLUSIVE
PICNIC TABLE

1.8M CRADLE
SEAT SWING
WITH SAFA MULCH
SURFACING



NEWHAVEN TOWN COUNCIL - DENTON ROAD

QUOTATION REF: 13824

DATE: 17/04/2024



**PLAYSAFE
PLAYGROUNDS LTD**



Playdale *Playgrounds*



Quotation for
Newhaven Town Council - Newhaven

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- [Surfacing Specification and Guarantees](#)
- [Conditions of Sale](#)



Ken Dry
Newhaven Town Council
18 Fort Road
Newhaven
East Sussex
BN9 9QE

Quotation Number: 0000094033
Quotation Date: 21-05-2024
Reference: 25501rev1/ESU
Project for: Newhaven

Dear Ken

Please find enclosed our proposals for your play project as discussed.

The equipment featured will challenge and entertain the intended age range; providing endless play value, while requiring minimum maintenance.

All our equipment meets the European safety standard BS EN 1176/1177, and we guarantee each item has been independently tested and awarded the prestigious Kitemark to ensure our equipment is the safest on the market.

As a business we take great pride in our customer service and are extremely proud to have a Net Promotor Score (NPS) above 80*. Any NPS score above 70 is regarded as world-class service and this really does motivate our team to keep doing what we do best which is making smiles.

We hope you are now ready to begin your Playdale experience by placing an order based upon the enclosed proposals. To do so, please complete the attached order form stating our quotation number and signing the plan (if applicable). Alternatively, if you would prefer to raise your own order, please ensure the quotation reference number is stated clearly on the form and that you have attached a copy of the signed plan to confirm your approval (if applicable).

If you wish to discuss any aspect of your play project, or have questions regarding what happens next, please do not hesitate to contact me on 07824463674 or by email at mike.stevens@playdale.co.uk.

We look forward to working with you.

Yours sincerely

Mike Stevens

Mike Stevens
Area Sales Manager
Playdale Playgrounds Limited



Award Winner
2019

Your Quote

Quotation Number: 0000094033

Product Code	Product Name	Quantity	Unit Price	Total
Important: This Quote is Subject to the Below Terms				
Equipment positioning is subject to receiving service plans (gas/electric/water/phone etc) - Please visit www.linesearchbeforeudig.co.uk or consult your Playdale Area Sales Manager for further details.				
Equipment				
LTH/PLG/A1	Play Galleon Plus (Plastic Slide) - SGF*	1.00	14,420.00	14,420.00
TJS/2	Timber (2 Bay) Junior Swing Frame Only with Shackles – SGF*	1.00	2,755.00	2,755.00
SEAT1	Flat Seat & Chains for Junior Swing Frame	2.00	211.00	422.00
SEAT2	Cradle Seat & Chains for Junior Swing Frame	2.00	317.00	634.00
SA	Safety Barrier - TGF*	2.00	285.00	570.00
IORB/1/Y/S	Inclusive Orbit (1 No.Seat Station - Yellow, 2 No. Wheel Chair/ Standing Stations) - SGF*	1.00	6,889.00	6,889.00
CLE/2	City Andes	1.00	2,380.00	2,380.00
CCMB2	City Combo 2 (TT/RW)	1.00	2,826.00	2,826.00
CSTP	City Rubber Step 1 No.	2.00	152.00	304.00
CWBD	City Wobble Board	1.00	1,429.00	1,429.00
SPR/TU	Timber Turtle Springer SGF*	1.00	1,059.00	1,059.00
SPR(302110)	Spring Whale (302110) - SGF*	1.00	986.00	986.00
QJBRAP007	Rap Lite (Blue/Orange) Plastic Slide - SGF*	1.00	36,896.00	36,896.00
Surfacing				
QWP	258.5m2 Wet Pour as per design	258.50	76.29	19,720.96
Ancilliary Items				
DEL008	Removal of foundation spoil, pallets, packaging and general rubbish.	1.00	668.93	668.93
DEL010	Container for on-site storage	1.00	1,050.00	1,050.00
DEL011	Welfare Facilities	1.00	2,195.00	2,195.00
Delivery & Installation				

DEL0002M	Delivery & Installation	1.00	31,089.31	31,089.31
EXCA001	Excavation of existing compact ground (m3) and remove to an approved waste management site. See site plan and/or specific surfacing preparation specifications for details.	113.00	71.15	8,039.95
SUBB021	MOT Type 1 stone subbase to a compacted depth as specified on site plan or in specific surfacing preparation specifications.	39.00	103.82	4,048.98
ED0100	PCC Kerbs (Flat Top) / linear metre	144.00	41.55	5,983.20
DEL005	Additional time for levelling works as required	1.00	2,694.00	2,694.00
DEL005	Playdale to uplift and remove existing single bay swing and associated 11m2 bonded rubber mulch surfacing, existing supernova and associated 10m2 bonded rubber mulch surfacing, existing square climber, and existing adventure trail on mound shown in RED	1.00	5,970.10	5,970.10
		NET	GBP 153,030.44	
		Less Discount	GBP 14,116.80	
		Total NET	GBP 138,913.64	

All the above prices are subject to VAT and are valid for a period of one month.

Please refer to our standard Terms & Conditions and our Additional Information.

Standard payment terms are 50% deposit paid within 7 days of placing an order.

Finance packages are available.

Definitions & abbreviations

SGF* Steel Ground Fixed - steel plates are concreted into holes in the ground to which timber is fixed.

TGF* Timber Ground Fixed - timbers are concreted into holes in the ground.

SF* Surface Fixed - equipment is bolted directly on top of concrete.

Subject to a site survey. If we have been unable to fully survey your site, your quotation will be 'subject to a full or further site survey.' This will only apply if Playdale are carrying out the delivery & installation and may mean that all associated/necessary works have not been specified or priced.

Additional Information Issue no. 10

What might affect your playground quote?

Removal of foundation spoil, pallets, packaging - If this is not priced for, spoil, pallets and packaging will be left on site for you to arrange disposal of. Any spoil arising from the installation will be incorporated wherever possible within the construction of your play area. Excess spoil will be left on site within 10 metres of the installation. The volume of spoil generated should not be underestimated. It can be substantial, and you will need to plan for its disposal.

Site Storage - This will be required to store equipment before and during your installation. Where possible we would prefer to provide a cost for a storage container which you will see on your quotation. It will be assumed the container can be located within 30 metres of the construction site and form part of the site compound. If you have told us a container is not required, unless otherwise agreed, you will provide a safe and secure storage area within 30 metres of the construction site, ideally located at the site compound.

Welfare facilities - To fulfil the requirements of the Health & Safety at Work Act, welfare facilities will be required on site. Charges for welfare facilities will be shown on your quotation and will be costed based on the size of the job/project. If on site welfare facilities are not listed on the quotation it will be assumed you are able to provide these for the full length of the installation. Playdale can provide welfare facilities if required. Price on application.

Vehicle Access - This will be assessed during the site survey by a Playdale representative. Good vehicle access will be assumed if a wagon can reach within 30 metres of the site storage area/compound area. Should the vehicle access change following a Playdale site survey, please inform your Playdale representative.

Site Security – 2 metre high steel mesh (Heras) fencing will be supplied as part of the installation cost. Adequate fencing will be provided to surround the construction and compound areas if these are separate. Additional fencing requirements will require separate costs. Fencing will be left erect for duration of the Playdale contract only, if you require extended hire beyond this duration additional charges will apply.

Uplifted and reinstalled equipment - Whilst every effort shall be made to uplift and re-install the existing equipment, we cannot be responsible for any damage that may occur through dismantling & re-installing these products. Any extra parts required will be charged as an additional price.

Artwork Approval - The approval of bespoke artwork (e.g. entrance signs) will be required a minimum of 3 weeks before the start of installation work to ensure all parts are manufactured on time and to avoid additional carriage & installation charges.

Additional Information (continued)

The location of your new playground!

Unless otherwise stated this quotation assumes...

Level site - Levels are suitable for the equipment selected as defined in the equipment data sheets.

Soft dig - Holes can be easily dug without the need for machinery such as 'pneumatic breakers' or digging through tree roots e.g., not digging through concrete, rock or other hard material.

Easy access – 30 metres (or less) from delivery point to compound and 30 metres (or less) from compound to construction area. Vehicle access of more than 10 metres across grass/field, carrying down steps or through buildings is considered bad access. A cost contingency for the reinstatement of grass must be allowed for grass areas greater than 5 square metres.

Drainage - Adequate drainage of the site. No safety surfaces and groundworks undertaken by Playdale will affect the drainage of your play area. Should drainage be an issue please discuss with your Playdale representative.

Compacted ground - The ground where works are to take place is fully compacted. Unstable ground may cause undulations/sinking to the finished surface and de-stabilise equipment foundations.

Reinstatement - Little or no reinstatement of surrounding ground is required following installation. Small grass areas (less than 5 square metres) requiring reinstatement will be seeded unless otherwise specified. Reinstatement requirements should be discussed with your Playdale representative. Consideration should be given to access over grass and consider all likely weather.

Additional Information (continued)

So what do we need you to do?

Some notes to help fulfil your legal health and safety requirements...

Annual Inspection - In accordance with the children's outdoor play equipment safety standard BS EN 1176 an annual inspection should be carried out on all play equipment and safety surfacing with a written report. The cost for Playdale to provide this service is £260.

Post Installation Inspection - In accordance with the children's outdoor play equipment safety standard BS EN 1176 before use, an inspection should be carried out on all new play equipment and safety surfacing (or following significant maintenance work) with a written report. The cost for Playdale to provide this service is £390.

Recommended safety surfacing - In accordance with the children's outdoor play equipment safety standard BS EN 1176, the items within your quotation may require a safety surface to cover the full impact area suitable for the equipment fall heights.

Signage - In accordance with the children's outdoor play equipment safety standard BS EN 1176 all public playgrounds require an entrance sign giving specific safety information.

Site services plans - As part of Construction Design and Management (CDM) health and safety regulations, you are required to provide service plans of all utilities in the area where we are installing. This is simple to do and in most cases there is no cost. Plans should be provided to Playdale no less than 3 weeks prior to installation.

What else you may need to know...

Setting out/technical drawings to aid site preparation - If you are preparing an area for your playground prior to a Playdale installation, these drawings are essential to ensure the area is prepared correctly for the equipment and safety surfacing being installed. Costs will be incurred and/or BS EN 1176 safety areas may not be met if the site fails to meet our specification.

Site survey to review/inspect site preparation - If you are preparing your own groundwork or the preparation of groundwork is to be undertaken by others, a site survey by Playdale will need to be carried out to ensure that the groundwork has been prepared in accordance with our specification and in line with the requirements of BS EN 1176. Should they fail to meet our specification additional costs will be incurred.

Wet pour - If you are adding to or repairing an existing wet pour surface, we would advise that the new wet pour is in a contrasting colour to the existing wet pour. This is because we cannot guarantee that colours will match if the same colour is used again. Please note that the wet pour binder is subject to a very slight yellowing upon UV exposure which can cause some colours to slightly alter in appearance. When patching with new wet pour the adhesion between the new and old rubber cannot be guaranteed.



Additional Information (continued)

Making Changes

If you need to amend anything within your quote after checking the additional information, please contact your Playdale representative.

Any changes made to your quotation will affect the overall cost. Prices quoted are assuming the site will be the same as when surveyed by Playdale, if different at the time of installation, extra costs will be incurred. Please also refer to Playdale 'Terms and Conditions'.



Surfacing Certifications

When providing a safe environment for your children to play in, the surface on which they play is particularly important. To meet the requirements of BS EN 1176 and BS EN 1177 Playdale recommends that impact absorbing surfaces must be installed beneath all equipment with a free height of fall greater than 0.6m.

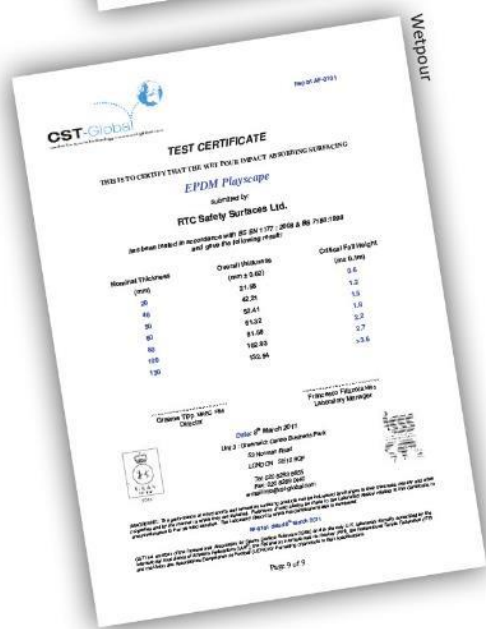
All surfacing offered by Playdale has been independently tested to ensure full compliance with BS EN 1177 and BS 7188. The installation of each surfacing type is closely monitored through our ISO9001 quality system to ensure the required standards are constantly met.



Cushionfall



Grasslok



Weipour



Playdale Bonded Rubber Mulch

We have experienced Playdale

We have worked with schools & nurseries, community groups, local authorities and housing developers for 40 years designing exciting and innovative outdoor play areas.

Here are some playground projects we have completed along with the customers' comments about working with Playdale.

Yarlside Academy, Barrow-in-Furness, Cumbria



"Once again I'm very happy with the service that Playdale have provided from start to finish. The equipment is made to a high standard and is excellent quality. Highly recommended!"

Janine Pierce, Headteacher

Wingham Parish Council, Wingham, Kent



"Our newly refurbished site offers such a lot of choice and fun for children aged 2-14 and has already proved successful, being used on a daily basis. I love the mixture of timber and stainless steel equipment, the quality is good and we now have such a good range of items to cater for all needs and abilities."

Kerry Coltham, Parish Council Clerk

We have experienced Playdale (continued)

Weymouth Sea Life Adventure Park, Dorset



"We have been delighted with the work Playdale have done to bring to life Caribbean Cove at Weymouth SEA LIFE Adventure Park. At all stages of design, installation and commissioning we were able to collaborate to ensure the finished product met the overall brief. The quality and range of choices we had far exceeded our expectations and our young guests have had a thrilling time exploring all the great play opportunities that have been created to suit a wide range of ages."

Tamsin Mutton-Mcknight, General Manager

Clay Farm housing development by Countryside Properties, Trumpington, Cambridgeshire



"Playdale worked closely with us through all aspects of the design and supply/installation of this play area. This included providing information to assist in dialogue with the local planning authority, and liaison with the design team to ensure the planning and design drawings were fully coordinated. Works were then completed on-site in a professional manner in line with our programme requirements. I have been very pleased with the professional service received throughout this project."

Ben Hunt, Associate Director

CDM...a most important acronym!

The installation of your play area is a crucial element to the success and onward life of it. Playdale Playgrounds is committed to carrying out all aspects of our work safely and complying with all relevant health & safety regulations.

Construction Design Management (CDM) is an important and relevant piece of legislation for a playground installation as it falls under the title of 'construction' because the end result is a permanent structure.

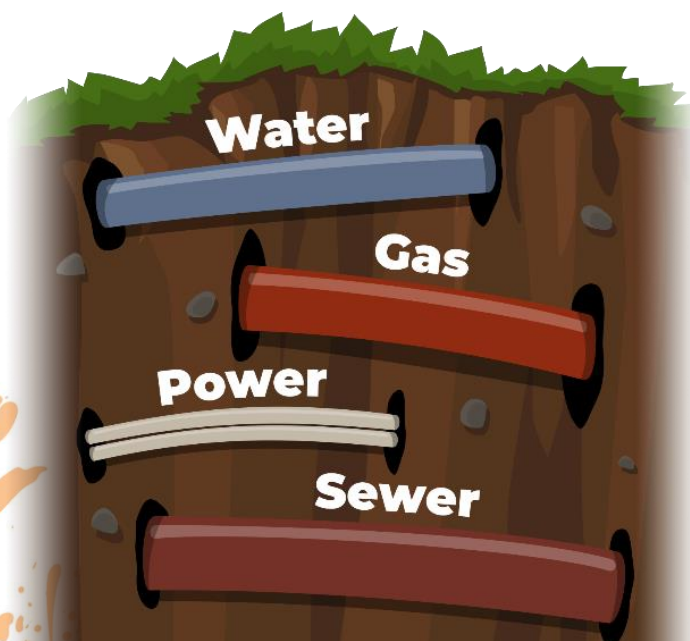
Everyone involved has a part to play.



It's so important to choose a **responsible, reputable company** to ensure your project runs **safely and smoothly**.

Playdale has the highest levels of compliance with **all Health and Safety regulations...you're in very safe hands!**

Going Underground!



Buried services...what are they and what's their importance in a play area project?

- Buried services (or underground services) are cables and pipes buried underground that may include lines for electricity, gas, water and sewage.
- They are an extremely dangerous hazard to digging activity during the construction and installation of play areas, whether urban or rural.
- Any damage to underground services is not only potentially life-threatening but can also cause serious service damage.
- It is imperative that plans are obtained about ALL buried services in your area before any work to the play area begins.



CDM (continued)

How do we get these plans?

If you don't already have plans showing the location of buried services you can get hold of them really easily by using this link

www.lineearchbeforeudig.co.uk

You can then simply access the service plans for your playground area. We can then use these to help us design your perfect (and perfectly safe) play area. Digging will be done safely and you've carried out your CDM responsibility. It really is that easy!

We don't want the play area installers to suffer fatal or severe injuries nor do we want to be the ones to cut off the electricity supply to your village (!)

"As the client, what responsibilities do I have?"

Well, we've highlighted a few for you here:

Make sure:

- Enough time and resources have been allocated for the project
- All the necessary key people (duty holders) required for the 'construction' have been appointed
- Important information such as the location of buried services has been obtained and passed to the relevant people
- Welfare facilities are provided

You can read more about CDM and the responsibilities of all involved by visiting the Health & Safety Executive website using this link:

www.hse.gov.uk/construction/cdm/2015/responsibilities.htm

Working together...

...for a fantastic end result! You will soon have wonderful new playground equipment that is built to last and here to stay, made and installed using the very best materials and processes. It will be enjoyed by many children for years to come.

Playdale work with hundreds of customers just like you on a daily basis, dealing with these regulations. We are here to help you with ANY help and guidance you may need.

Please contact your local Playdale Area Manager using the contact details earlier in this document for more information.

API Supporting the UK Play Industry

The Association of Play Industries (API) is the lead trade body within the UK play sector representing the interests of manufacturers, installers, designers and distributors of both indoor and outdoor children's play equipment and play area surfacing.

Founded in 1984, the Association of Play Industries (API) is the lead trade body for the UK play sector and is known as the "voice of the play industry".

Play delivers well-documented physical, developmental, emotional, behavioural, social and environmental benefits and the API campaigns at the highest levels for policy recognition of the value of play.



Play matters

Obesity and inactivity are rising and young people's relationship with the outdoors is dwindling. Adopting an active lifestyle early in life encourages healthy habits in adulthood which means providing children with time, space and facilities to enable their natural energy.

Provision of high-quality public play facilities has a vital contribution to make in tackling these challenges, whilst also addressing wider societal problems. Every child has a fundamental right to play (Article 31, United Nations Convention on the Rights of the Child), but there are many local communities for whom that right is under threat.

From sensory spaces for toddlers to skate parks, school playgrounds to Multi-Use Games Areas for local authorities, Parkour and social spaces for teenagers, the play spaces created by API members are engaging, flexible areas with fun, stimulating and challenging equipment that appeals to children of all ages and abilities. Adding a well-designed, well-maintained play area brings immeasurable benefits to local families.

Our reputation

API member companies are the UK's leading experts in play provision. They design, create and install high-quality play equipment using certificated products and provide advice on inspection, maintenance and repair. They operate to the highest standards, abide by a strict Professional Code of Conduct, comply

with BSEN 1176 and other relevant safety standards, and are rigorously and regularly monitored and credit-checked for financial security and stability.

Our support

The API website www.api-play.org provides a wide range of resources, information and links about fundraising, planning and project guidance, design, safety and risk, with full member details including examples of recent work.

Our members

The API membership represents approximately 85 per cent of UK play industry companies with a £166.8 million turnover in 2014. It operates under the umbrella of the Federation of Sports and Play Associations (FSPA), the national trade body responsible for representing 14 Associations in the UK's sport and play industries.

In addition

The API is an active member of wide-ranging organisations which campaign to improve the health and well-being of children including the All Party Political Group for a Fit and Healthy Childhood, Children's Play Policy Forum, Children's Play Safety Forum, Sport and Recreation Alliance, The Register of Play Inspectors International Ltd (RPII) and the Federation of European Play Industry (FEPI)



Here are 10 good reasons why it pays to choose an API member...

"more than just a logo"

The API is an active member of wide-ranging organisations which campaign to improve the health and well-being of children including the All Party Political Group for a Fit and Healthy Childhood, Children's Play Policy Forum, Children's Play Safety Forum, Sport and Recreation Alliance, The Register of Play Inspectors International Ltd (RPII) and the Federation of European Play Industry (FEPI)

1 Reliability and reputation

API members are the UK's leading play companies. They are professional, trustworthy and operate to the highest standards. Choosing a cut-price operator faces the risk of inferior products, poor quality installation and service, over-sold guarantees and warranties, and financial uncertainty.

2 Financial stability

API members are financially sound. Their financial stability and security are monitored regularly, thoroughly and rigorously. Choosing a supplier with a poor financial record, credit score or trading history can cause major problems.

3 Credibility

API members abide by a strict Professional Code of Conduct and are committed to a high standard of customer service and business practice.

4 Experience

API members readily provide evidence of recent, relevant previous work, case studies and references.

5 Play value

API members believe the benefits of managed risk in play are indisputable. The API Charter ensures they design fun, high-quality play spaces with plenty of challenge built in.

6 Expertise

API members are play experts. They design, create and install high-quality play equipment, provide expert advice and have the knowledge and resources to carry out full consultations with all stakeholders involved in play projects.

7 Compliance

API members are committed to maintaining and promoting BSEN 1176 and other relevant safety standards, and provide evidence to demonstrate compliance.

8 Partnership

API member companies believe that investment in high-quality play equipment provides a lasting legacy for children and communities. As a result, they are committed to long-term service and support for customers.

9 Safety

API member companies recognise the importance of safety and provide expert advice on maintenance, repairs and inspection. They commission Post-Installation Inspections to ensure the safe operation of new play areas, undertaken by a registered and certificated annual outdoor inspector from the Register of Play Inspectors International (RPII).

10 Technical Mediation

The API actively encourages customer feedback on member projects and offers a FREE mediation service for members and their customers to resolve any technical disputes.



General Specification and Guarantees - 'Timber & City' Issue 09

All Playdale manufactured play equipment has been independently tested by BSI or TUV and carries certification as proof of compliance to the European Playground Safety Standard EN 1176. Our design layouts and installations also comply with the European Standards EN 1176 and EN 1177.

All raw material and bought-in components we use in the manufacture of our equipment comply with the relevant British / European or ISO Standards.

- **Timber Poles**

Machine rounded, laminated pine from managed forests. These are used throughout our 'Timber' range. All timber is pressure treated in compliance with EN 351-1 and EN 335-2. - ***Covered by a 20-year guarantee against structural failure due to rot or infestation when above ground level (i.e all horizontal and vertical timbers are installed in conjunction with Playdale's steel ground fixing brackets). Covered by 15 year guarantee against structural failure due to rot or infestation when timber poles are installed directly into the ground.****

- **Steel Ground Fixings**

Made from heavy duty, corrosion resistant, galvanised steel. - ***Covered by a 20-year guarantee.***

- **Structural Stainless Steel**

Used throughout our 'City' range. All structural pipe and box section made from 3mm thick 304 grade stainless steel. - ***Covered by a 25-year guarantee against failure.***

- **Sawn Timber**

Comes from high quality European Redwood and is pressure treated after machining. - ***Covered by a 15-year guarantee against structural failure due to rot or infestation.***

- **Galvanised Steel Frames**

Made from strong, corrosion resistant galvanised steel to create floors and brackets. - ***Covered by a 15-year guarantee.***

- **Colour Coated Steelwork**

This is shot blasted and primed with corrosion inhibiting zinc rich epoxy primer and then coated with a high performance Polyaspartic top coat with total coating thickness of 250µm. This meets the criteria of ISO 12944 for C4 / C5 environments. - ***Covered by a 5-year guarantee.***

- **Platforms and Floors**

On towers, playhouses & rotating platforms the floors and platforms are made from 13mm thick Compact Grade Laminate with a textured grip pattern. This material is extremely tough, vandal resistant, wear resistant, chemical resistant, fire resistant and will not rust. - ***Covered by a 10-year guarantee.***

- **Coloured Panels and Roofs**

These are produced from 12mm thick Compact Grade Laminate. This material is extremely tough, vandal resistant, wear resistant, chemical resistant, UV protected, fire resistant and will not rust. - ***Covered by a 10-year guarantee.***

- **Stainless Slides**

These are constructed from a 2mm or 1.5mm stainless steel sheet with continuous welds on all seams. - **Covered by a 10-year guarantee.**

- **Plastic Slides**

Our plastic slides are constructed from Polyethylene moulded sections with bolted joints. - **Covered by a 5-year guarantee.**

- **Rope Nets, Rope Ladders, Suspension Bridges and Pull Up Ropes**

All made from high quality, vandal resistant Steel Cored Rope. - **Covered by a 2-year guarantee.**

- **Chains**

Constructed from high grade 316L stainless steel. - **Covered by a 3-year guarantee.**

- **Swing Seats**

Flat, Cradle and Button seats are moulded from high quality rubber which encases inner aluminium / steel frames. The Team Swing seat is constructed from moulded Polyethylene with a stainless steel outer ring encased with high quality rubber impact trim. All swing seats are impact tested in full compliance with EN 1176-2. - **Covered by a 2-year guarantee.**

- **Bearings**

Standard Junior and Cradle Swing bearings consist of high wearing, self lubricating oilite bronze bushes and a stainless steel machined shackle pin. Team Swing bearings consist of self lubricating polymer bushes with stainless steel machined shackle pins. Anti-wrap swing bearings consist of custom designed self lubricating Acetal bushes with an outer stainless steel strap. Other bearings are high quality sealed bearings. - **Covered by a 2-year guarantee.**

- **Bolts**

Bolts used in our 'Timber' range are made from high corrosion resistant treated, high tensile steel, or stainless steel for high stress applications. All standard nuts and bolts are concealed by our custom made, durable plastic caps. The caps give a tamper resistant and smooth fixing point. Security bolts and heavy duty security coach screws are made from stainless steel.

Bolts used in our 'City' range are made from 304 grade stainless steel. All nuts are nylock nuts of grade 304 stainless steel and are concealed by our custom made, durable plastic caps. The caps give a tamper resistant and smooth fixing point. Security bolts made from 304 grade stainless steel are also used throughout the range.

Structural Bolts are covered by a 10 year guarantee. All other fixings are covered by a 5 year guarantee.

- **Plastic Bolt Covers & Caps, Plastic Timber Caps and Plastic Washers**

These are made from Nylon, High Density Polyethylene or Polypropylene. - **Covered by a 5-year guarantee.**

- **Scramble Net / Rope Climb Ground Anchors/ Moulded Seats/ Moulded Handles**

All moulded from EPDM Rubber & tested in full compliance with EN 1176 & EN 1177. - **Covered by a 2-year guarantee.**

- **Suspension Joints**

Constructed from a painted steel outer and inner sections with a high quality natural rubber suspension. - **Covered by a 2-year guarantee.**

- **Springs**

Manufactured from 18mm or 19mm diameter high quality spring steels. After coiling, the

spring is phosphorised and then coated with a tough, durable polyester paint. - **Covered by a 5-year guarantee.**

- **Springers**

Springers are all independently tested by TUV and carry the GS mark as proof of compliance to EN 1176. - **Covered by a 5-year guarantee.**

- **PlaySafe**

*Our partner guarantees the coating will last for at least 60 days on all surfaces of a standard playground as long as it has either been installed by an approved installer or by a competent person who has completed their short training programme. Our partner will provide a testing chemical which demonstrates (via a colour change) if the coating is active or not. To claim under our guarantee you must provide dated photographic evidence of the coating being applied and successfully tested and then another photo of an unsuccessful test within the same area. It's important to note that the testing chemical can stain and should not be applied to any areas which this could cause an issue. In the unlikely event that the coating is proved to not be active after 60 days, our partner will provide replacement coating free of charge - **Covered by a 60 day guarantee.**

All guarantees cover failure arising from material or manufacturing defects only. General wear and tear through use, damage caused by vandalism or defects resulting from work carried out by a third party are not covered by our guarantees.

Guarantees cover the full cost of the faulty parts. Any additional costs covering delivery, fitting and any associated surfacing costs are excluded.

All parts are covered only for the original guarantee period. Once a guarantee period elapses, the guarantee on any replaced or repaired part also expires.

*The guarantee on timber poles only covers machine rounded laminated timber poles. Non-laminated machine rounded timber poles used for landscaping are covered by a 5-year guarantee against structural failure due to rot or infestation. All timber infestation guarantees exclude structural failure as a result of a termite attack.

Email: customercare@playdale.co.uk

Tel No.015395 39771

General Specification and Guarantees - 'Installation & Surfacing' Issue 04

All Playdale manufactured play equipment has been independently tested by BSI and is kitemarked as proof of compliance to the European Playground Safety Standard BS EN 1176. Our design layouts and installations also comply with the European Standard BS EN 1176. All safety surfacing specified and supplied by Playdale has been independently tested and certified to EN 1177 and BS 7118.

- **Equipment Foundations**
All as specified in individual equipment 'Installation Instructions' - **Covered by a 5 year-guarantee against failure. Note: this guarantee excludes movement in foundations caused by ground movement or ground shrinkage.**
- **Equipment Assembly**
All as specified in individual equipment 'Installation Instructions' – **Assembly errors covered by a 1-year guarantee.**
- **Groundworks**
As specified in individual contract - **Covered by a 1-year guarantee.**
- **Stone Subbases (inc. edgings)**
As specified in individual contract - **Covered by a 1-year guarantee. Note: this guarantee excludes subsidence caused by subsoil ground movement or subsoil ground shrinkage.**
- **Landscaping**
As specified in individual contract - **Covered by a 1-year guarantee.**
- **Steel Fencing**
As specified in individual contract - **Covered by a 1-year guarantee.**
- **Litter Bins**
As specified in individual contract - **Covered by a 1-year guarantee.**
- **Wet Pour**
From hard wearing EPDM rubber granules – test certificates in accordance with BS EN 1177 & BS 7188 available for all thicknesses - **Covered by a 5-year guarantee against a defect on the surface.**
- **Adhesion of wet pour surface to PCC kerbing**
- **Covered by a 5-year guarantee.**
- **Adhesion of wet pour surface to Playdale treated timber edging**
- **Covered by a 1-year guarantee.**
- **Adhesion of wet pour surface to flexi-edge edging**
- **Covered by a 1-year guarantee.**
- **Adhesion of wet pour surface to existing tarmac, including a cut and chase edge**
- **Covered by a 1-year guarantee. Note: this guarantee excludes failure caused as a result of a structural instability in the existing tarmac.**
- **Adhesion of wet pour surface to existing wet pour**
- **Excluded from guarantee, because failure on the adjoining seam can occur as a result of a structural instability in the existing wet pour, OR through differing contraction and expansion rates of different types of wet pour of varying ages.**
- **Rubber Tiles**
Prefabricated 1m x 1m rubber tiles. Test certificates in accordance with BS EN 1177 & BS 7188 are available for all thicknesses - **Covered by a 5-year guarantee against a defect on the surface.**



- **Adhesion of rubber tiles to any edging**
- **No guarantee available.**
- **GrassLok**
0.5m x 0.5m interlocking PVC / rubber matrix tiles - **Covered by a 10-year guarantee.**
- **Matta**
Open mesh tile surface constructed from prefabricated, interlocking tiles 500mm x 500mm made from recycled rubber and PVC - **Covered by a 5-year guarantee.**
- **Cushionfall**
Produced from recycled timber products - **Natural product covered by a 3-month guarantee.**
- **Bark**
High quality graded pine bark - **Natural product covered by a 3-month guarantee.**
- **ChildsPlay**
Hard wearing and durable sand filled '3d' fibred synthetic grass carpet - **Covered by a 5-year guarantee.**
- **Synthetic Grass**
Multi-toned, textured synthetic grass consisting of soft polypropylene fibres. There are two types - 'filled' and 'non-filled'. The 'fill' is a sterile recycled rubber granule. This product is used in conjunction with expanded polypropylene shock pads when required - **Covered by a 5-year guarantee.**
- **Bonded Rubber Mulch**
Colour coated shreds from recycled solid rubber bound with a specially formulated PU binder. This product is used in conjunction with expanded polypropylene shock pads when required - **Covered by a 5-year guarantee.**
- **Tarmac**
As specified in individual contract - **Covered by a 1-year guarantee.**
- **Quad Pavers**
20mm thick, hard wearing, black rubber tiles bonded onto a 50mm thick concrete paving slab (600mm x 600mm) - **Covered by a 3-year guarantee.**

All guarantees cover failure arising from material, manufacturing or installation defects. Normal wear and tear, and damage caused by vandalism are not covered by our guarantees.

Guarantees cover the full cost of rectifying the fault specifically covered by the guarantee. Additional works or associated costs may be excluded at Playdale's discretion.

Email: customercare@playdale.co.uk

Tel No. 015395 39771

Conditions of Sale

1 - General

- 1.1 In these conditions:
 - The "Customer" shall mean the corporate entity firm or person seeking to purchase the Goods from the Company;
 - The "Company" shall mean Playdale Playgrounds Limited;
 - The "Contract" shall mean any contract of Goods or Services made between the Company and the Customer;
 - The "Goods" shall mean the products articles or things to be sold by the Company
 - The "Services" shall mean any services provided by the Company to the Customer (whether or not the Customer shall purchase Goods);
 - The headings to the clauses shall not affect the construction of these conditions;
 - The use of the plural shall include the singular and the use of the singular shall include the plural.
- 1.2 These conditions shall be incorporated into each and every Contract made between the Company and the Customer.
- 1.3 These conditions shall apply to the exclusion of any terms or conditions put forward by or on behalf of the Customer and in the event of any conflict or inconsistency between these terms and conditions of trading and the terms of your order, these terms and conditions prevail, unless otherwise agreed by the Company in writing.
- 1.4 These conditions shall not create any agency or partnership between the Company and the Customer or any third party.
- 1.5 No person in the employment or acting otherwise as agent of the Company or purporting so to do has authority to accept Orders or supply Goods in any condition other than those contained herein or to vary these conditions in any way whatsoever. Previous dealings between the Company and the Customer shall not vary or replace these conditions or be deemed in any circumstances whatsoever so to do.
- 1.6 No purported variation or waiver of or addition to these conditions, whether written or oral or in respect of representations or statements made, shall have effect unless and until authorised in writing by a manager of the Company.
- 1.7 Quotations, whether written or oral, submitted by the Company shall be deemed to be an invitation to treat and not an offer.

2 - Acceptance

- 2.1 No order shall be deemed accepted by the Company unless received in writing. Only when the Company has notified the Customer of acceptance of the written order by despatch of the order acknowledgement shall the contract between the Company and the Customer be deemed to be made.
- 2.2 Any quotation issued by the Company shall be open for acceptance at any time during the validity period shown on the quotation. If unstated the validity period is 30 days. After the expiration of the validity period of the quotation the quotation is deemed to have been withdrawn by the Company.
- 2.3 Any quotation is made on the understanding that it will be accepted in full. In the event of partial acceptance of the quotation by the Customer a written revised quotation may be sent by the Company to the Customer. Any description or specification or drawing or particulars accompanying the quotations or contained in the Company's marketing material shall not form part of the Contract.
- 2.4 It is the Customers responsibility to check the order acknowledgement to ensure it is correct and notify the Company of any mistakes in writing immediately.
- 2.5 Additions or alterations to Orders, however made, shall not be binding until confirmed by the Company in writing.
- 2.6 The Company reserves the right to change products, specifications or prices without prior notice.

3 - Prices

- 3.1 All prices quoted are net and subject to VAT at the rate ruling at date of despatch.
- 3.2 Prices will be held firm for deliveries made during the validity period of a quotation, but thereafter, or if no validity period is stated, we reserve the right to invoice at the price ruling at date of despatch.
- 3.3 Prices do not include installation costs unless stated.
- 3.4 We reserve the right to make an increased charge in the event that the completion of delivery and installation is delayed by reason of the Customer's instructions or other reason beyond the Company's control.
- 3.5 If the Customer requires alteration to the order, the price will be varied accordingly and the Company shall be entitled to recover any ancillary costs incurred.

4 - Title

- 4.1 Risk in the Goods shall pass on delivery.
- 4.2 Notwithstanding the foregoing the Title of Goods supplied by the Company shall not pass to the Customer until payment is made in full.
- 4.3 In case of default in payment the Company shall be granted access rights in order to repossess the goods.
- 4.4 If the Customer delivers the Goods to a third party before payment has been made in full to the Company, the Customer shall hold all sums received for such goods as trustee for the Company and shall remit them to the Company on receipt.

5 - Delivery

- 5.1 Any date quoted for collection and delivery is an estimate only. The Company shall not be liable for any failure to meet any such estimate nor for any loss, whether financial or otherwise resulting directly or indirectly therefrom.

- 5.2 Any alterations to the order by the Customer may delay the completion of the order.
- 5.3 The Customer must examine the Goods and notify the Company of any defects or shortages within 5 days of delivery.
- 5.4 If the Customer is not available or prepared to accept delivery the Company may leave the Goods on the premises without responsibility for loss or damage to them.
- 5.5 If the Company has been delayed by the Customer for delivery of Goods, the Company has the right to charge a weekly holding charge of 2.5% of the Goods.

6 - Installation

- 6.1 This clause shall apply only where the Company and Customer have agreed in writing that the contract shall include the cost of installing Goods.
- 6.2 Any date quoted for commencement or completion of installation is an estimate only. The Company shall not be liable for any failure to meet any such estimate nor for any loss, whether financial or otherwise resulting directly or indirectly therefrom. The time for completion of installation shall not be of the essence.
- 6.3 Any price quoted for installation is calculated on the basis that the site is available to start on the agreed date and that work can be carried out continuously during working hours. In the event that the start of the work is delayed or the work is disrupted by interruptions or any other cause whatsoever, or by the Customer's instructions or lack of instructions, the Company shall be entitled to charge a reasonable amount for any extra cost incurred. In addition, where the Customer delays an installation the Company reserves the right to charge storage at a rate of 2.5% per week or part thereof of the price of the goods in storage.
- 6.4 Where installation has been quoted the price assumes digging in a grassed/tarmac area, but should difficulties be encountered underground in our excavations, we reserve the right to adjust our costings accordingly.
- 6.5 Should there be any alterations to the Safer Surfacing dimensions from the original quotation, the Company reserves the right to re-quote or adjust the price accordingly.
- 6.6 The Company shall notify the Customer when installation has been completed. Installation is deemed to be complete if the Goods are fit for use notwithstanding minor omissions or defects.
- 6.7 Upon notification by the Company that installation is complete, the Customer shall sign a Document provided by the Company acknowledging that the Goods have been installed in accordance with the contract. If the Customer fails to do so, provided the Goods and the installation thereof are to the reasonable satisfaction of the Company, the Document will be deemed to have been signed by the Customer.
- 6.8 The Customer shall indemnify the Company against all costs and claims arising from damage or injury to persons or property occurring during the course of installation unless such damage or injury shall be proved to have been caused solely by the negligence of the Company, its servants or agents.

7 - Terms of Payment

- 7.1 Unless expressly stated otherwise in writing, invoices will be issued:
 - i) For the supply of goods only orders, 100% of the price is due upon manufacture of goods.
 - ii) For the supply of goods and services orders, 50% of the total order value is due upon manufacture of goods and the remaining balance in accordance with an agreed upon payment plan but no later than full invoicing upon completion of services. The payment of the total value of each invoice shall be made within thirty days starting from the date of the invoice unless expressly agreed otherwise.
- 7.2 Where special arrangements are made accounts are due for payment thirty days from the date of invoice. Proforma and deposits can be requested by the Company at any time, subject to Customer credit checks and review of historical payments. The Company does reserve the right to cancel such special arrangements at any time and demand payment of all outstanding sums forthwith.
- 7.3 For services to be carried out over a period exceeding four weeks, the seller reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon dispatch of the products followed at weekly intervals by invoices for completed stages of the services. In the event that any invoice is not paid the seller shall be entitled at its discretion to suspend the services until payment of all outstanding sums is received or to terminate the contract. Where special discount terms are quoted, the terms must be strictly adhered to otherwise the account will be charged net.
- 7.4 If for any reason the Company does not received unconditional payment in full within 30 days of invoice, whether under any terms of credit or otherwise, interest shall accrue on all sums due and outstanding at 8% per annum above the Bank of England base rate, such interest to run from day to day to accrue before as well as after any judgement.
- 7.5 Export Sales: special terms will be quoted for export deliveries.
- 7.6 If a retention is applicable, the retention period will be 12 months from the Completion Date unless an amendment is agreed with the Company prior to the sales order submission. Clause 7.4 will be enforced for outstanding balances after the expiration of the 12-month period.
- 7.7 The Customer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the Customer (whether or not the Goods or Services are to be provided by instalments and in such case each instalment is deemed to constitute a separate and distinct Contract). In the case of any short delivery to the Customer or minor faults arising during the installation, the Customer shall remain liable to pay the full invoiced price of all other Goods or Services supplied

8 - Consents

- 8.1 The Customer shall obtain all and any necessary consents required to fulfil the Contract including (without prejudice to the foregoing) any governmental consents.
- 8.2 If the Customer is refused any such consents the Customer shall notify the Company immediately and indemnify the Company for any reasonable costs incurred in modifying or cancelling any of the details of the order.

9 - Limitations of Liability

- 9.1 Except where expressly contained in this Contract, all warranties, conditions, undertakings and representations, express or implied, statutory or otherwise, are excluded and the Company has no obligation, duty or liability in Contract, tort (including negligence or breach of statutory duty) or otherwise.
- 9.2 In any event, the Company's liability arising for any reason in connection with this contract shall be limited to the original invoice value of goods.
- 9.3 In no circumstances will the Company be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) or profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.
- 9.4 The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 9.5 Each provision of this Condition is to be constructed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.

10 - Guarantee

- 10.1 Subject to clauses 10.2 and 10.3 below and, provided that the Company is satisfied that any defect or failure of the Goods has arisen solely from the use of defective materials or workmanship, the Company guarantees (as its option) either to replace the Goods or to repair defects or failures which appear within one year of delivery of the goods. Further guarantees which vary from periods of 1 to 25 years are stated at the time of our written quotation.
- 10.2 The Company's liability under clause 10.1 above is conditional upon:
 - (a) notice in writing being given to the Company immediately the defect or failure arises;
 - (b) the Goods having been maintained and serviced in a proper and satisfactory manner;
 - (c) the Goods having been used reasonably for the purposes for which they were supplied and not having been damaged by vandalism or otherwise or modified in any way; and
 - (d) the Customer having complied in all respects with all terms and conditions of the Contract.
- 10.3 If alterations to the Goods are made without prior consent of the Company, the Company shall be under no liability for failure of the Goods. No allowance shall be made for any alterations so made.
- 10.4 All defective parts replaced shall become the property of the Company.
- 10.5 In the case of Goods or parts of Goods not of the Company's manufacture, this guarantee is limited to such warranty or guarantee as is given by the makers thereof.

11 - Design

- 11.1 We reserve the right to modify or to change the design of any of our products illustrated in our marketing material in the interest of progress.

12 - Copyright and indemnity

- 12.1 All drawings or tracings prepared by Playdale Playgrounds Ltd are the property of the Company by copyright. Such drawings or tracings must not be published or disclosed without our written permission and are to be regarded as confidential.

13 - Cancellation

- 13.1 The Company shall have the right forthwith to terminate this contract and to claim for any resulting losses or expenses if:
 - a) The Customer fails to pay any undisputed amount due under this contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
 - b) The Customer commits a breach of this contract and fails to remedy the breach within reasonable time of a written notice to do so.
- 13.2 For all special manufactured or purchased items we reserve the right to charge full value of the cancelled equipment order.
- 13.3 A restocking fee of 25% of the product value and freight charge will be levied for all cancelled orders.
- 13.4 Orders shall not be cancelled or amended unless so agreed in writing and upon terms which provide indemnity against any loss incurred by the Company as a result of cancellation.

14- Return of Goods

- 14.1 Prior authorisation for any returns is needed before the Company will accept. The Company reserves the right to charge a restocking fee of 25% of the goods. Carriage cost for any returned products must be borne by the Customer.

15- Force Majeure

15.1 The Company shall have no liability whatsoever for any failure to perform, or for any delay in the performance of any its obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control.

16- Notices

16.1 Any notice required to be given in writing under the Contract shall be given either by facsimile Transmission or by first class post and shall be deemed to have been delivered (in the absence of Evidence to the Contrary) within 48 hours of posting.

17- Governing Law

17.1 This Contract shall be governed by the law of the country in which the Contract is made.

2 Bay Swing With Flat & Cradle Seats

- Promotes physical development
- Improve fitness & wellbeing
- Swing with friends

Rap Lite Mutliplay Unit

- Crawling and scrambling fun
- Improves balance and coordination
- Sliding action

UP TO
25
YEAR
GUARANTEES



Adventure Trail

- Improves balance & coordination
- Overcoming obstacles
- Improves agility

Existing Play Jeep

Inclusive Orbit

- Exhilarating movement
- Inclusive
- Social interaction

Play Galleon

- Great for roleplay and imaginative play
- Develops crawling and scrambling skills
- Social interaction



HAGS[®]



Itemised Quotation

For

Newhaven Town Council

Denton Play Area

Quotation ref: Q-31893-R2S9 rev 0

2nd July 2024

Contents:

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HAGS®

Inspiring all generations

2nd July 2024

Quotation Ref: Q-31893-R2S9 rev 1
Quotation type: Fixed Price Quotation
Valid for: 60 days

Ken Dry

Dear Ken

Re: Denton Play Area

Thank you for inviting HAGS to provide a proposal for the above project. Please find enclosed our detailed quotation.

Inspiring all ages and ability levels is our mission. Innovation within our design and manufacturing ensure that you will have safe play and recreation equipment that creates fun for all to use.

The key benefits of choosing to work with HAGS are:

- **Quality & Durability** – we use top quality materials and manufacturing processes reducing maintenance and life cycle costs. All HAGS products are TUV certified and play spaces designed to the current European safety standards.
- **Innovation** – we have an enormous and diverse product portfolio to suit every need allowing you to add to your scheme easily.
- **Service** – we'll take care of you every step of the way from supply to decommissioning freeing up your time.

We trust that we have met your requirements and expectations fully. Should you wish to proceed with our proposal please complete the Order Form at the end of this document and return it to us along with your Purchase Order reference. However if you have any questions about the products, services offered, any other element of this proposal or wish to make any modifications please do not hesitate to contact me or my sales coordinator.

Thank you for your interest in HAGS. We look forward to discussing this proposal further with you and will contact you within the next 5 days.


Yours sincerely





Sarah Alexander
Area Sales Manager
07778 159519 (mobile number)
SAlexander@hags.co.uk

Helen Thrussell
Sales Co-ordinator
01784 489107 (head office)
HThrussell@hags.co.uk


Itemised Quotation


Topsoil & Turf		
	Supply & lay 80m2 of 50mm topsoil & turf. Watering responsibility by others.	£1,440.00
Item Total		£1,440.00


Topsoil & Seed		
	Supply & lay 150m2 of 50mm topsoil & seed	£1,950.00
Item Total		£1,950.00


Topsoil & Turf		
	Supply & lay 122m2 of 50mm topsoil & turf for reinstatement after removal of mound. Watering responsibility by others	£2,196.00
Item Total		£2,196.00


Breakout & Remove


B&R 1-Bay Swing (Cut Off)		
	Breakout and remove from site 1-bay swing (cutting off at ground level)	£163.00
Item Total		£163.00


B&R Roundabout (Cut Off)		
	Breakout and remove from site 2 no. roundabouts & cone climber (cutting off at ground level)	£772.00
Item Total		£772.00


B&R Climbing Frame		
	Breakout and remove from site climbing frame	£455.00
Item Total		£455.00

B&R Trail		
	Breakout and remove from site trail	£1,542.00
Item Total		£1,542.00

B&R Paving Slabs		
	Breakout and remove from site 1m2 of paving slabs	£16.00
Item Total		£16.00

B&R Grassmat Tiles		
	Allowance to breakout and remove from site 80 grassmat tiles.	£2,320.00
Item Total		£2,320.00

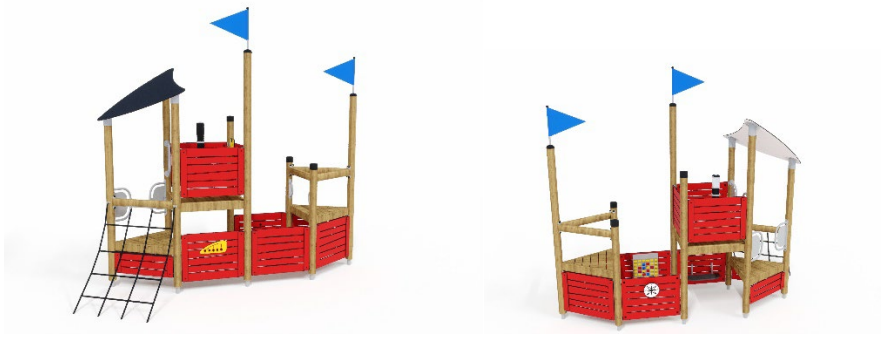
Uplift & Reinstall Fencing		
	Uplift and reinstall 1no existing fence panels (inc new fixings)	£134.00
Item Total		£134.00

B&R 40mm Ecomulch		
	Breakout and remove from site 19m2 of 40mm EcoMulch	£380.00
Item Total		£380.00

Equipment

Bespoke Uni-xx - SP7423 UniMix	
	
Supply 1 no. Bespoke UniMix - SP7423	£29,815.00
<p>EQUIPMENT DIMENSIONS m (L x W x H): 11.3 x 7.19 x 3.62</p> <p>USERS Age range: 3+ No. of users: 35+</p> <p>INSTALLATION Cast in Place</p> <p>SURFACE & SPACE REQUIRED Max Free Fall height - 2.2m Falling Space area – 76m² Min wet pour area – 77m²</p>	
Installation Hard Dig	£7,093.79
Item Total	
£36,908.79	

Bespoke Uni-xx - SP7372 Boat



Supply 1 No. Bespoke UniMini - SP7372

£9,233.00

EQUIPMENT DIMENSIONS

m (L x W x H): 3.84 x 1.93 x 3.89

USERS

Age range: 3+

No. of users: 15+

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height - 1.3m

Falling Space area – 27m²

Min wet pour area – 28m²

Installation Hard Dig

£3,500.00

Item Total

£12,733.00

Spinmee Inc. Roundabout 3 Colour Collection 7 - (CAR-SP3(007))



PRODUCT FEATURES

The Spinmee Inclusive Roundabout is accessible to those with mobility impairments as well as wheelchair users. Its rotating base is flush with the surrounding safety surface allowing for easy transition between the surfaces. The design of the roundabout allows for both seated and standing users while also featuring 2 locations that can securely accommodate wheelchairs.

EQUIPMENT DIMENSIONS

m (L x W x H): 2.05 x 2.05 x 0.80

USERS

Age range: 4+
No. of users: 4

INSTALLATION

Minimum concrete volume cu. m: 0.35
Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.00
Falling Space area – sq.m: 28.28
Min wet pour area – sq.m: 30.00

PLAY VALUE



PRICING

Supply 1 No. Spinmee Inclusive Roundabout	£6,696.00
Hard Dig Installation	£1,027.00

Item Total £7,723.00

Vippy see-saw (Red) Red - (HAG8049488)



PRODUCT FEATURES

The Vippy see-saw provides this traditional playground favourite with contemporary design and sturdy, easy-grip handles. Available in Spectrum Yellow, Green or Red.

EQUIPMENT DIMENSIONS

m (L x W x H): 3.06 x 1.02 x 0.85

USERS

Age range: 5+
No. of users: 2

INSTALLATION

Sunken Foundation

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.10
Falling Space area – sq.m: 12.00
Min wet pour area – sq.m: 12.00


PLAY VALUE





PRICING

Supply 1 No. Vippy See-Saw	£1,318.00
Hard Dig Installation	£430.00

Item Total **£1,748.00**

Bespoke Village Shop Panel		
	Supply 1 No. Bespoke Village Shop Play Panel - "Denton Village Shop"	£262.79
	Installation to posts	£27.00
Item Total		£289.79

Pirate Role Play Panel		
	Supply 1 No. Pirate Head Through Play Panel	£101.56
	Installation to posts	£27.00
Item Total		£128.56

Single UP Wooden Post incl. Panel Fixings		
	Supply 4 no. Natural Brown - NCS S 1030-Y10R posts	£648.00
	Panel Post Install Hard Dig	£372.00
Item Total		£1,020.00

Turo Swing, Four Place Red - (HAG8051063)



PRODUCT FEATURES

Whilst playing equipment has progressed and evolved immeasurably over the years, there are some classic pieces of equipment that will always remain popular and important in any play-scheme. HAGS range of stylish Turo swings will be a great addition to every play area. This 2.4m high swing frame provides great play appeal for children to interact and develop socially, and physically.

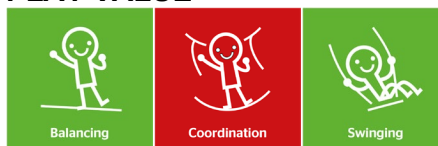
EQUIPMENT DIMENSIONS

m (L x W x H): 1.4 x 7.2 x 2.4

USERS

Age range: 2+
No. of users: 4

PLAY VALUE



INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.40
Falling Space area – sq.m: 53.50
Min wet pour area – sq.m: 46.50

PRICING

Supply 1 No. Turo Swing, 4 Place	£2,050.00
Supply 1 No. Katja Seat, c/w ss chains, 6mm, black	£173.00
Supply 1 No. Kiddy Seat, c/w ss chains, 6mm, black	£359.00
Supply 1 No. Tango Seat, c/w ss chains, 6mm, black	£735.00
Supply 1 No. Mirage Seat c/w galv chains, 6mm, grey	£526.00
Hard Dig Installation	£1,134.00

Item Total £4,977.00

Portland Slide - (HAG8057515)



PRODUCT FEATURES

Although lighthouses are usually solitary places, the Portland slide will attract many enthusiastic visitors and is likely to become the focal point of any play area. As lighthouses are usually places shrouded in mystery, the Portland will provide the perfect backdrop for thrilling playground tales. As children create their own scenarii and pretend to be the lighthouse keeper or sailors stranded at sea, they develop confidence, learn to interact with their peers and express their personality through role play. This quirky slide gives children the opportunity to run up and down, slide and burn off some energy, as well as developing gross motor skills and coordination. The subtle nautical theme and distinctive red and white striped pattern will echo a coastal setting and complement nicely areas with a strong heritage.

EQUIPMENT DIMENSIONS

m (L x W x H): 2.08 x 0.77 x 1.8

USERS

Age range: 2+
No. of users: 3

INSTALLATION

Sunken Foundation

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 0.60
Falling Space area – sq.m: 13.71
Min wet pour area – sq.m: 17.00

PLAY VALUE

 Role Play	 Imaginative	 Inclusive
 Multigenerational	 Sliding	


PRICING


Supply 1 No. Portland Slide	£2,854.00
Hard Dig Installation	£391.00


Item Total £3,245.00

Surfacing




Wet Pour		
	Supply and lay 263.2m2 Total - 40mm 160m2, 50mm 52.2m2 & 80mm 51m2 thick Black & Fleck standard colours ramped & flush wet pour [as per design]	£22,898.57
	Hard dig excavation to 140mm & cart away spoil - 160m2	£2,720.00
	Supply and install 160m2 of geotextile membrane	£480.00
	Supply and install 160m2 of 100mm MOT type 1 - none sloped areas	£4,320.00
	No edge	
Item Total		£30,418.57

Excavation to 150mm & cart away spoil (HD)		
	Hard dig excavation to 150mm & cart away spoil – 52.2m2	£939.60
Item Total		£939.60

Concrete Base (100mm)		
	Supply & lay 51m2 of 100mm concrete base	£918.00
Item Total		£918.00

Removal of Mound		
	Allowance for mound removal	£2,772.00
Item Total		£2,772.00

Project Preliminaries

Carriage charge		
	Orders with equipment valued below £5,000 carriage is charged at 12%. Orders with equipment valued above £5,000, carriage is charged at 6%.	£3,286.28
Site Security / Storage / Welfare Facilities		
	<p><u>Site Security</u> – As recommended by the Health and Safety Executive, 2m high temporary site security fencing will be erected whilst all installation works are undertaken, including site safety signage.</p> <p><u>Site Storage</u> – Supply secure container for duration of the works inclusive of site compound management.</p> <p><u>Welfare Facilities</u> – Supply suitable welfare facilities for the duration of the project in line with the requirements of the Construction Design and Management Regulations 2015 (CDM)</p> <p><u>Skip Allowance</u></p>	£3,623.86
Post Installation Inspection		
	RPII Post Installation Inspection	£422.00
Preliminaries Total		£7,332.14

Quotation Summary

Quotation sub-total	£122,521.45
Special project discount	-£25,021.45
Quotation Total (exclusive of VAT)	£97,500.00

Freedom of Information

Non-disclosure of commercially sensitive documents under Freedom of Information Act

HAGS-SMP Ltd. consider our proposal return documentation to be commercially sensitive information under the Freedom of Information Act 2000. We request it is not disclosed on the grounds that its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person holding it without upholding any public interest.

Commercially sensitive extends to, but is not limited to: pricing, company structure and resources, method statements for the delivery of the works and services and descriptions of our products or bespoke environment designs. Release of this information would give commercial competitors an unfair advantage against HAGS-SMP Ltd. on any future proposal submissions.

However, our 3D visual design drawings may be reviewed and released under a FOI Act request as this is generally available within the public domain or may have been displayed at a public event.

Terms of Quotation

1. THIS QUOTATION IS VALID FOR 60 DAYS

2. VAT IS NOT INCLUDED

3. Prices are strictly 30 days nett

Prices are strictly 30 days nett from date of invoice provided a credit account is in operation and we specifically draw your attention to clauses **3, 4, 6** and **7** of our *terms and conditions of sale* (a copy is available on request).

4. CARRIAGE CHARGES

Carriage charged within the UK Mainland are:

Orders with *gross equipment valued below £5,000*, carriage is charged at **12%**.

Orders with *gross equipment valued above £5,000*, carriage is charged at **6%**.

We have a *minimum carriage charge of £10*.

Carriage outside UK Mainland, price on application

5. BUDGET INSTALLATIONS COST

Budget costs assume that easy lorry access and precise siting of the equipment will be provided, no surface or underground obstructions will be encountered during excavation such as concrete, hard-core, rock, chalk, roots, drainage, gas or water pipes, telephone or electricity cables etc. In the event of any such obstructions we reserve the right to charge for any additional work involved. We cannot accept liability for any consequent charges that may be incurred by disruption of any of the foregoing services. For fixed installation prices a site survey is required by an Area Manager prior to the order being placed.

6. MINIMUM INSTALLATION CHARGE

On orders received with installation a *minimum installation charge* will be applicable per site.

7. NON HAGS PRODUCT

In cases where HAGS includes within a project non-HAGS items specified by the client or its agent HAGS does not warrant that product or service as fit for use and its inclusion by HAGS does not endorse the item as conforming to required standards. It is assumed that before specifying, the client has assured themselves as regards conformity to EN1176, durability and fitness for use. Any guarantee claims relating to the specified item will need to be directed to the manufacturer or distributor of the item directly. HAGS does not guarantee such goods or services in any way.

8. PRODUCT DEVELOPMENT

HAGS has a policy of continuous product development and improvement. We reserve the right to alter specifications and design features of our products. In this context illustrations and descriptions contained in our sales literature and drawings are not binding.

9. DELIVERY/INSTALLATION TIMEFRAME

Delivery of product will be confirmed with order and is typically 6/8 weeks from receipt of written order. Installation is undertaken subsequent to delivery of equipment and time required will vary according to the project. Most are completed in 2/3 weeks after delivery of equipment.

10. DAMAGE TO GRASSED ACCESS ROUTES

During installation of a playground damage to grassed areas used as an access route is sometimes unavoidable. This is particularly the case if the installation occurs in wet weather or the site itself does not drain well. HAGS will if necessary level and seed any areas damaged in such a way. But please note that our quotation does not include for watering, maintenance or protection of such seeded areas from further damage or erosion.

11. LIQUIDATED DAMAGES

Would you please note that unless formally agreed in writing as part of an established form of contract (e.g.: JCT Minor Works) **HAGS-SMP Ltd t/as HAGS will not accept the imposition of liquidated damages** under any circumstances. Should such an agreed contract be in force the damage applicable (such financial damage to be real) shall be no greater than 1% per week of the total value of the works placed with HAGS-SMP Ltd and limited to a maximum of £250 per week.

12. SETTLEMENT DISCOUNT

a. NOMINATED SUB-CONTRACTOR:

Should a settlement discount of 2.5% be required under the terms of the main contract, then **2.563% should be added** to all prices quoted herein.

b. NOMINATED SUPPLIER:

Should a settlement discount of 5% be required under the terms of the main contract, then **5.263% should be added** to all prices quoted herein.

Terms and Conditions of sale are available on request Please contact Customer Services **0845 260 1655** sales@hags.co.uk
Issue Y 15.10.18

HAGS®

Inspiring all generations

Order Form

For HAGS supply & installation project

Date

Your PO Number:

Company Name _____
Address 1 _____
Address 2 _____
Address 3 _____
Address 4 _____
Town _____
County _____
Post Code _____

DELIVER TO

Project / Delivery Contact Name _____
Site Name _____
Address 1 _____
Address 2 _____
Address 3 _____
Address 4 _____
Town _____
County _____
Post Code _____

PROJECT DELIVERY CONTACT	DELIVERY CONTACT MOBILE NO.	PREFERED START DATE

QTY	DESCRIPTION / QUOTATION REF	LINE TOTAL

PAYMENT TERMS ARE STRICTLY 30 days
(unless otherwise agreed)

SUB TOTAL	
VAT @ 20%	
TOTAL	

1. Please notify us immediately if you are unable to receive delivery / installation as specified in our Order Acknowledgement
2. In signing this order form you agree to HAGS Terms & Conditions (as detailed)
3. Payment terms are subject to status

Authorising signature _____ Date _____
Print name: _____

Terms and Conditions

1. THE CONTENT OF THIS CONTRACT

- a. in this Contract: -
 - "the Company" means HAGS-SMP Ltd t/as HAGS as applicable
 - "the Goods" means the goods or services sold or supplied by the Company to the Customer under this contract
 - "this Contract" means a contract between the Customer and the Company incorporating these conditions
- b. The Contract governs the sale of Goods by the Company to the exclusion of all other representations, statements, understanding, negotiations, proposals or agreements.
- c. Where the Customer submits its own order form these terms shall prevail if they conflict with the terms in that form, even if that form includes a condition similar to this one
- d. The Contract becomes legally binding on both parties once FIVE (5) BUSINESS DAYS has expired following the issue by the Company of the Order Confirmation. At this point, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and the Contract. If the Customer rejects the Order Confirmation within the FIVE (5) BUSINESS DAYS, no Contract is deemed to exist.
- e. No employee of the Company or its agents has authority to make any warranty, statement or promise concerning the Goods except in writing signed by a Company Director.
- f. The Customers order shall be subject to acceptance by the Company
- g. Orders are accepted and estimates of delivery given conditionally on the Company being able to secure the necessary labour or material and without responsibility for delays or non-fulfilment arising through risk and uncertainties of manufacture, strikes, accidents, force majeure or otherwise howsoever.
- h. All drawings, descriptive and forwarding specifications, particulars of weights and dimensions are approximate only and not binding and illustrations contained in catalogues, price lists, sales literature and other advertisement material are for the purpose of general description only and none of these shall form part of this Contract.

2. STANDARDS

- a. Where a B.S.I. specification or code is applicable, quotations will be given for patterns and equipment to that specification code.
- b. When Goods supplied under this Contract are not supplied under the B.S.I. system for the Registration of Firms at Assessed Capability, the Customer will be notified in the quotation relating to those Goods.

3. PRICES

- a. We reserve the right to invoice at the price ruling at date of despatch. All prices, unless otherwise stated, are for delivery "ex works" and are exclusive of value added tax or any other tax or duty which is or may be levied or charged in the U.K. or in the country of destination. Any such taxes, duties or charges shall be paid by the Customer.
- b. Unless otherwise specified, packing cases and pallets will be charged extra but will be credited in full on return carriage paid and in good condition within one month of receipt by the Customer. Export packing cases are not returnable.
- c. Quoted prices are held for a period of 60 (Sixty) days and ordered prices for Goods or Services are held for 60 (Sixty) Days, after these periods both are subject to any increase in the cost of labour, materials and installation.
- d. If the Customer requires alteration to the order the price will be varied accordingly. After 5 (Five) business days of the order being placed, any changes will incur additional charges.

4. PROPERTY OF GOODS

- a. Property of Goods delivered by the Company shall not pass to the Customer until payment is made in full. In case of default in payment, the Company shall be granted access rights in order to repossess the Goods. At all times before payment in full:
 - the Goods shall stand in the Customer's books in the name of the Company; and
 - the Customer shall take appropriate steps to notify third parties of the Company's interest in the Goods; and
 - in the event of threatened seizure of the Goods or by the appointment of a receiver or liquidator, or any other event entitling the Company to terminate this Contract under paragraph 10, the Customer shall immediately notify the Company and the Company shall be entitled to enter the Customer's premises and repossess the Goods.
- b. If the Customer delivers Goods to a third party before payment has been made in full to the Company, the customer shall hold all sums received for such Goods as trustee for the company and shall remit them to the Company on receipt.
- c. Risk for the Goods shall pass on delivery.

5. DELIVERY

- a. Delivery shall be "ex-works" unless the Company agrees otherwise. If the Contract includes delivery by the Company, the Customer shall be responsible for giving the Company clear and accurate instructions as to the place of delivery. If the carrier is unable to unload the Goods carried, the transport will still be charged. Any damage to Goods caused during or after unloading by the staff of the Customer will be the exclusive responsibility of Customer.
- b. If the Customer is not available or prepared to accept delivery the Company may take away the Goods and redeliver at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage and demurrage) or leave the Goods on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise
- c. If the Company has been delayed by the Customer for delivery of Goods, the Company has the right to charge a weekly holding or storage charge of 2.5% of the Goods.
- d. Time shall not be of the essence in respect of delivery. If the goods are to be delivered by a date specified by the Customer or by the Company such date is to be treated as an estimate only. The Company does not guarantee that the Goods will be delivered by such date or accept any liability for failure to meet the date.
- e. Prior authorisation for any returns is needed before the Company will accept. The Company reserves the right to charge a re-stocking fee of 25% of the Goods. Carriage cost for any returned product must be borne by the Customer.

6. SETTLEMENT TERMS

- a. Where credit facilities exist, accounts are due for payment 30 days from the date of invoice. Proforma payments and deposits can be requested by the Company at any time, subject to Customer credit checks and review on historical payments.
- b. Unless expressly stated otherwise in writing, invoices will be issued:
 - i. For the supply of Goods only orders, 100% of the price upon manufacture or dispatch.
 - ii. For supply of Goods and Services orders, 100% of the Goods price upon dispatch and the remaining balance in accordance with an agreed upon payment plan but no later than full invoicing upon completion (handover) of services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of the invoice unless expressly agreed otherwise.
- c. The Company is entitled to ask for full payment of Goods upfront when the order is accepted (by credit card, money transfer or similar) and the payment of the installation upon completion date (hand over) of services. In the exceptional case that the Customer does not meet financial criteria set by the Company, the order will not be released to manufacturing until the pre-payment has been received, so the pre-payment invoice shall be made within five (5) working days starting from the date of the invoice in order to achieve timely delivery
- d. For Services to be carried out over a period exceeding two weeks, the Company reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon receipt of the Goods at the Customer's site, followed at weekly intervals by invoices for completed stages of the Services. In the event that any weekly invoice is not paid in accordance with clause 6(a), the Company shall be entitled at its own discretion to suspend the Services until payment of all outstanding sums is received or to terminate the Contract in accordance with clause 10.
- e. Where special discount terms are quoted, the terms must be strictly adhered to otherwise the account will be charged nett. The Customer shall unless otherwise agreed in writing, pay all sums due to the Company under the Contract prior to delivery in cash or cleared cheque in pounds sterling.
- f. If for any reason the Company does not receive unconditional payment in full, whether under any terms of credit facilities or otherwise, within 30 days from delivery then the company may charge daily interest on such payments at a rate equal to 8% per annum above the Bank of England Base rate, such interest to run from day to day to accrue before as well as after any judgement.
- g. Export Sales: Special terms will be quoted for export deliveries.
- h. If retention is applicable, the retention period will be 12 (Twelve) months from the Completion Date unless an amendment is agreed with the Company prior to the sales order submission. Clause 6(f) will be enforced for outstanding balances after the expiration of the 12-month period.

7. DEFECTS

- a. The Company does not accept responsibility for any damage, shortage or loss in transit unless:
 - i. Non-receipt of Goods is advised to the Company within 10 days from the date of the Company's advise/delivery note; and
 - ii. Any breakage, damage or shortage is advised to the Company and carriers within 10 days of receipt of Goods provided that the carriers note is marked "unexamined".
- b. All sizes are approximate. Variations during the course of manufacture cannot be avoided and liability is not accepted for them.
- c. When Goods are offered and supplied to a Customer's designs and specifications no guarantee is given or implied for their suitability for the purpose for which they are used.
- d. Return of any Goods must be authorized in writing by the Company prior to shipping and all costs and expenses will be borne by the Customer.
- e. The communication of defects and anomalies must be raised within (3) Three Months of when the Goods defect is discovered or should have been discovered and must be accompanied by supporting documentation to help validate the claim.
- f. If specific colours or design of Goods have been discontinued, the Company will offer a choice of available alternative colours or corresponding alternative designs of Goods to replace the warranted defect.
- g. If during the period of 12 (Twelve) months from the date of invoice the Company is notified of a fault in the Goods which is due to a faulty design, manufacturing or materials the Company will replace or (at its option) repair the faulty part free of charge provided that:
 - The Goods have been properly kept, used and maintained in strict accordance with the manufacturer's or the Company's instructions, if any, and have not been modified.
 - The fault is not due to accidental or wilful damage, interference with or maintenance of the Goods by persons other than the Company or its duly appointed Agent.
- h. If the Company has been notified by the Customer to a fault outside the period of 12 months the Company will review the Goods warranty documents to validate the claim. If the fault falls into a warranty category which the Company decides to honour, the replacement part to resolve the fault will be supplied free of charge exclusive of labour.

8. INSTALLATION OF GOODS

- a. The Customer must provide accurate information to the Company regarding site details including site dimensions, layout, specification and below ground soil conditions, If this is not provided accurately by the Customer, the Company can charge the Customer any additional charges incurred.
- b. The Customer shall promptly notify the Company of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Goods are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Company shall not be held liable under any circumstance for any potential or actual damages caused to such installations. If the Company incurs additional costs as a result of a failure to provide such information, the Company can charge the Customer any additional costs incurred.
- c. The Company will only survey area's above ground prior to installation. Any additional surveys required will be chargeable to the Customer. Should any sub-surface structures exist that are not identified through the survey, the Company can charge the Customer for any additional costs incurred.
- d. An installation commencement date will be agreed in advance by the Customer and the Company. Should the installation site not be in a suitable condition for work to commence on this date, the Company will be entitled to charge the Customer for any additional costs incurred.
- e. The Company shall subcontract Services works out to approved installers where necessary, all works to be managed by the Company.
- f. The Company has the right to charge the Customer for any works outside the order confirmation.
- g. Any amendments to the original order must be made in writing. The Company will endeavour to accommodate such amendments but will charge the Customer for any additional time and materials incurred. The Company has the right to reject such amendments.
- h. Upon completion of the Services, the Customer shall sign the Site Completion Handover Checklist provided by the Company or confirm in writing all works have been carried out to a satisfactory level. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the Customer shall send the Company, within five (5) working days from receipt of

the Site Completion Handover Checklist or Confirmation email of completed works, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Company shall remedy the claimed faults at its own expense; if, instead, the Company demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Company the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer doesn't return a signed Site Completion Handover Checklist, Confirmation email or provide a Notice within five (5) working days from receipt of the Site Completion Handover Checklist or Confirmation email of completed works, the Services will be deemed completed to the Customer's satisfaction in all respects.

9. LIMITATIONS OF LIABILITY

- a. Except where expressly contained in this Contract, all warranties, conditions, undertakings and representations, express or implied, statutory or otherwise, are excluded and the Company has no obligation, duty or liability in Contract, tort (including negligence or breach of statutory duty) or otherwise.
- b. In any event, the Company's liability arising for any reason in connection with this Contract shall be limited to the original invoice value of the Goods.
- c. In no circumstances will the Company be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for the indirect or consequential loss or damage whatever.
- d. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence
- e. Each provision of this Condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.

10. TERMINATION

- a. The Company shall have the right forthwith to terminate this Contract and to claim for any resulting losses or expenses if:
 - i. the Customer fails to pay any undisputed amount due under this contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - ii. the Customer commits a breach of this Contract and fails to remedy the breach within reasonable time of a written notice to do so; or
 - iii. the Customer commits any act of bankruptcy or compounds with its creditors; or a petition or receiving order in bankruptcy is presented or made against the Customer, or a petition for an administration order is presented in relation to the Customer, or a resolution or petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver or any similar event occurs under the laws of the state where the Customer was incorporated.
 - iv. A re-stocking fee of 25% of the product value and freight charge will be levied for all cancelled orders.
- b. For all special manufactured or purchased items we reserve the right to charge full value of the cancelled equipment order.

11. FORCE MAJEURE

- a. The Company shall not be liable in respect of any breach of this Contract due to any cause beyond his reasonable control including: Act of God, inclement weather, pandemic, flood, lightning or fire, industrial actions, or lockouts; the act of omission of government, highways authorities, or other competent authority, war, military operations or riot; the act or omission of any part for whom the Company is not responsible.

12. INFRINGEMENTS

- a. The Customer shall indemnify the Company against all damages, penalties, cost and expenses arising out of any claim by any third party for any infringement or alleged infringement of any third party's industrial or intellectual property rights in any work carried out in accordance with the Customer's specification.
- b. Copyright in all drawings or tracings prepared by the Company are the Company's property and copyright and must be regarded as confidential. Such drawings or tracings must not be published or disclosed under any circumstances without the Company's permission in writing.

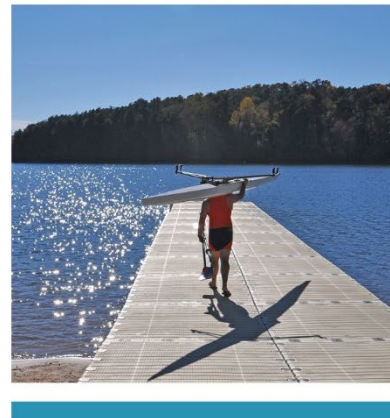
13. APPLICABLE LAW

- a. The Law of England shall be the proper law of this Contract

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