

# ***Playdale*** **Playgrounds**



Quotation for  
**Kirkbymoorside Town Council - Quotation from Annual Inspection**

# Your Quote

Lisa Bolland  
Kirkbymoorside Town Council  
Church House  
7 High Market Place  
Kirkbymoorside  
North Yorkshire  
YO62 6AT

Quotation Number: 0000074497

Quotation Date: 03/11/2021

Reference:

Project for: Quotation from Annual Inspection

Product Code	Product Name	Quantity	Unit Price	Total
AT17	600mm 200mm Vertical Pole	2.00	52.27	104.54
WP0050	Black Wet Pour Repair Kit (per m2@ 20mm deep)	1.00	175.00	175.00
LFIL0009	Cushionfall (Nat.) Top Up (Cubm)	3.00	184.80	554.40
DEL004	Spares Delivery & Installation - To include spreading of Cushionfall and patching of wetpour near the Cantilever Swing.	1.00	495.00	495.00
		NET	GBP 1,328.94	
		VAT	GBP 265.79	
		TOTAL	GBP 1,594.73	

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.

Finance packages are available.



# 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.

## 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 ½ % 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 A 50% deposit is required with order and the full balance payment must be received by the Company prior to delivery unless special credit arrangements are agreed in writing with the Company.
- 7.2 Where special arrangements are made notwithstanding anything to the contrary therein stated no offset or retention shall be allowed and the Company in any event reserves the right to cancel such special arrangements at any time and demand payment of all outstanding sums forthwith.
- 7.3 Where credit facilities have been arranged the accounts are due for payment within the agreed number of days from the date of invoice. If no specific credit term has been agreed then the customer shall pay all sums due to the Company under the Contract within 7 days of the invoice date. Where the Contract provides for the supply of Goods only the Company's invoice will be issued on despatch of the Goods from the Company's premises. Where the Contract provides for the supply and installation of Goods the invoice will be issued on completion of the installation by the Company unless different written arrangements (such as stage payments and retentions) have been made.
- 7.4 If payment is late, interest shall accrue on all sums due and outstanding at 3% above Barclays Bank Plc base rate until the actual date of payment (both before and after any judgement).
- 7.5 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 risen 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 15 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 We cannot accept cancellation of orders for goods made specially to customer's requirements and we reserve the right to make a cancellation charge of 10% when applicable on orders for our listed products.
- 13.2 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 Any goods supplied in accordance with a Customer's order which are subsequently returned will only be credited provided that our written agreement to the return of the goods has been agreed beforehand.

#### **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.