

Playdale ***Playgrounds***



Quotation for
Kirkbymoorside Town Council - Play Area Development

Contents

- [Your Quote](#)
- [Additional Information](#)
- [Equipment Certifications](#)
- [Surfacing Certifications](#)
- [Construction Design Management](#)
- [The API](#)
- [Case Studies](#)
- [General Specification and Guarantees](#)
- [Surfacing Specification and Guarantees](#)
- [Conditions of Sale](#)

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

Quotation Number: 0000075402
Quotation Date: 12/12/2021
Reference: 23185/NYO
Project for: Play Area Development

Dear Lisa

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 07778 757066 or by email at jonathan.dunn@playdale.co.uk.

We look forward to working with you.

Yours sincerely

Jonathan Dunn

Jonathan Dunn
Area Sales Manager
Playdale Playgrounds Limited



Your Quote

Quotation Number: 0000075402

| Product Code | Product Name | Quantity | Unit Price | Total |
|--------------|--|----------|---------------|----------|
| CART | Aero Tilt | 1.00 | 1,368.00 | 1,368.00 |
| TTS | Timber Team Swing Frame Only with Shackles SGF* | 1.00 | 1,532.00 | 1,532.00 |
| SEAT8 | Green Team Swing Seat & Chains for Team Swing Frame | 1.00 | 1,149.00 | 1,149.00 |
| WP0055 | Wet Pour Base Kit (per m2@ 20mm deep) | 8.00 | 153.00 | 1,224.00 |
| WP0051 | Red Wet Pour Repair Kit (per m2@ 20mm deep) | 2.00 | 195.00 | 390.00 |
| DEL008 | Removal of foundation spoil, pallets, packaging and general rubbish. | 1.00 | 338.00 | 338.00 |
| DEL010 | Container for on-site storage | 1.00 | 462.00 | 462.00 |
| DEL011 | Welfare Facilities | 1.00 | 218.00 | 218.00 |
| DEL0002M | Delivery & Installation including removal of existing Cantelever swing and junior swing. | 1.00 | 4,061.85 | 4,061.85 |
| | | Less | | |
| | | NET | GBP 10,742.85 | |

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.

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. The cost for Playdale to provide this disposal is £338.

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 (£422), 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 £195.

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 £295.

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'.

Playdale Certifications

We have achieved Quality Management System 9001 and Environmental Management System 14001, in line with BSI standards. Every item manufactured by Playdale has been independently tested to comply with EN 1176.



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.

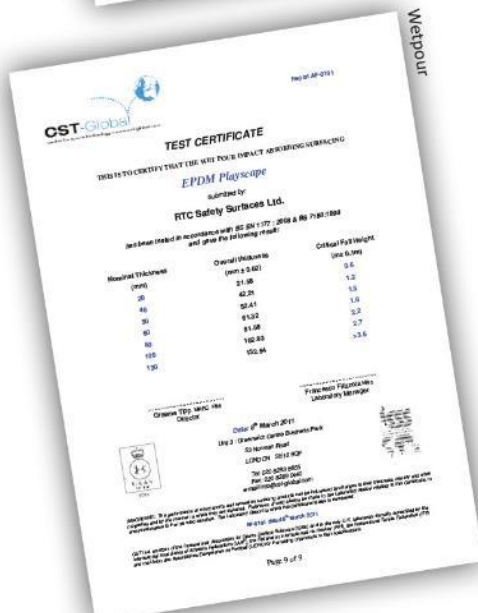
All surfacing offered by Playdale has been independently tested to ensure full compliance with BS EN 1177 and BS 7188. The installation of each surfacing type is closely monitored through our ISO9001 quality system to ensure the required standards are constantly met.



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.

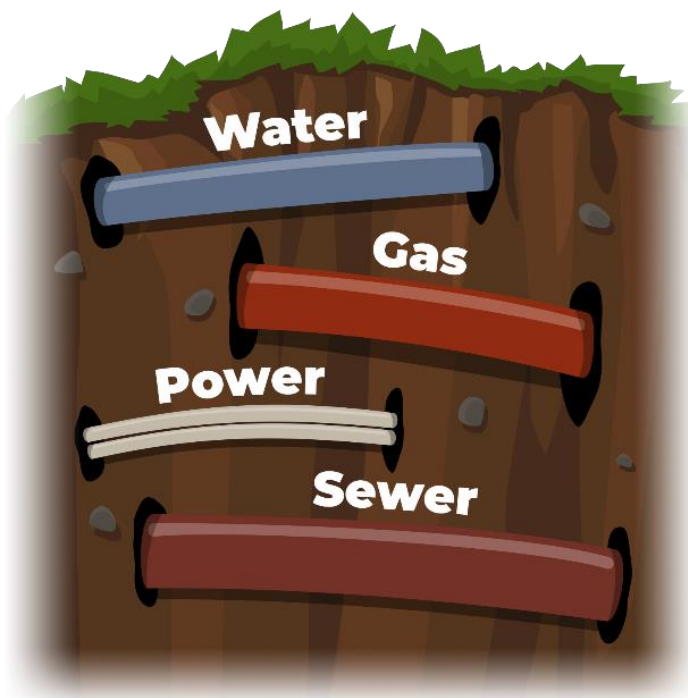
Everyone involved has a part to play.



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.linesearchbeforeudig.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 5-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 5-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. Additional fitting and 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.

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 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 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.