

# **Playdale** Playgrounds



Quotation for  
Kirkbymoorside Town Council - Annual Inspection repairs

# Your Quote

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

Quotation Number: 0000095697  
Quotation Date: 24-07-2024  
Project for: Annual Inspection repairs

Product Code	Product Name	Quantity	Unit Price	Total
Check fixings on Cradle Swing and seats				
<b>Team Swing</b>				
F601C	Plastic Dome Cap (Long (M12))	4.00	0.60	2.40
<b>Amazon Surfacing</b>				
OS0001	Playbark	1.00	2,890.63	2,890.63
<b>Log Walk</b>				
AT17	600mm 200mm Vertical Pole	1.00	75.03	75.03
KIT11	Fixing Kit - Stepping Log	1.00	18.00	18.00
<b>Intertwine</b>				
IN02	1880mm 140mm Vertical Pole	1.00	223.91	223.91
KIT9	Fixing Kit - Ad Trail Vertical	1.00	93.72	93.72
<b>Webnet</b>				
WN01	2700mm 140mm Vertical Pole	1.00	342.30	342.30
KIT9	Fixing Kit - Ad Trail Vertical	1.00	93.72	93.72
<b>Burma Bridge</b>				
BU01	2200mm 140mm * Vertical Pole	1.00	259.44	259.44
KIT9	Fixing Kit - Ad Trail Vertical	1.00	93.72	93.72
DEL004	Spares Delivery & Installation	1.00	1,240.00	1,240.00
			<b>NET</b>	<b>GBP 5,332.87</b>
			<b>VAT</b>	<b>GBP 1,066.57</b>

	TOTAL	GBP 6,399.44
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All the above prices are subject to VAT and are valid for a period of one month.

This quotation is based on the photographs you have provided.

Unforeseen costs may be incurred if additional parts are required when we arrive on-site to carry out this work for you.

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.

# 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.