

# Play / Sport / Fitness

## Your Quotation

### SSQ15524



Contact Us  
Today  
01757 706607

 **streetscape**  
products & services Ltd.

Raleigh Works, Vivars Way, Canal Road,  
Selby, North Yorkshire. YO8 8BE

Email  
sales@streetscape-products.co.uk

Website  
www.streetscape-products.co.uk

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01757 706607



**Date: 25<sup>th</sup> July 2024**



Streetscape (Products & Services) Ltd.  
Raleigh Works, Vivars Way, Canal Road, Selby,  
North Yorkshire. YO8 8BE.



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SSQ15524  
25<sup>th</sup> July 2024

Lisa Bollard  
Town Clerk  
Kirbymoorside Town Council  
Church House  
7 High Market Place  
Kirbymoorside  
North Yorkshire  
YO62 6AT

## **Kirbymoorside Town Council**

### **Old Road, Kirbymoorside, YO62 6LT**

**Dear Lisa,**

Thank you for inviting Streetscape to provide a quotation for the above project. As promised, enclosed is our proposal. Should any modifications be required, please let us know and we will arrange for these to be carried out with a revised quotation & design sent to you as soon as possible.

We hope our proposal is of interest to you and should you require any further information or assistance, please do not hesitate to contact **Matthew Day, Area Manager on 07843 008** or alternatively call our Head Office on the number above.

Yours sincerely,  
**STREETSCAPE (PRODUCTS & SERVICES) LTD**



Philip S Day,  
**MANAGING DIRECTOR**

Date: 25<sup>th</sup> July 2024

**QUOTATION SSQ15524 – Old Road, Kirbymoorside, YO62 6LT**

Please note that all items listed within the below quotation are subject to VAT.

Item	Product Code	Description	Price
A	Item 8	<u>Basket Swing</u> Cut threads only on 3 No. bolts (no covers). Wet pour repair – by others.	£15
B	Item 13	<u>Log &amp; Net Climber</u> Top up existing Log and Net Climber area to at least 300mm depth with Playbark.	£4360
C	Item 14	<u>Trim Trail</u> – Discuss further.	
D	Item 15	<u>Half Pipe Combi and Driveway</u> Re-tighten where possible and secure fixings (no new surface allowed for).	£175
E		Carriage/travel to site.	£150
<b><u>TOTAL:</u></b>			<b><u>£4700</u></b> + VAT

Item 4. Spring Bike

We suggest importing topsoil level to top of tiles and seeding.

**TERMS AND CONDITIONS - Applicable Law: The Law of England shall be the proper law of Contract.**

**1. The Content of the Contract**

- a) In this contract “the Company” means Streetscape (Products & Services) Ltd. “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) This 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) 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 duly authorised employee of the Company.
- e) The Customer’s order shall be subject to acceptance by the Company.
- f) 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 caused.
- g) 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 BS EN specification or code is applicable, quotations will be given for patterns and or equipment to that specification Code.

**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 by the Customer. Export packing cases are not returnable.
- c) The prices quoted are subject to any increase in the cost of labour or material between the date of quotation and despatch of Goods from our works and do not include installation costs.
- d) Should the Customer require alterations to the order, the price will be varied accordingly.

**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 of 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 in 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’s clear and accurate instructions as to the place of delivery.
- b) 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 liability for failure to meet the date.

**6. Installation**

- a) Suitability: it is the Customer’s responsibility to the rightful owner and / or the lease owner of any land or structure and to ensure any attaching structure is of good sound structural quality and any costs of confirming same are borne by the Customer. The Company do not accept any ramifications whatsoever should any form of building or drainage failure occur following the attachment of a product to an existing or new structure.
- b) Water & Power – we require both running water and a 240 volt power supply being available throughout the installation.
- c) Existing Services – It is the Customer’s responsibility to confirm the location of all existing services both above and below ground prior to commencement of work, no responsibility will be accepted for any damage to any existing services.
- d) Welfare of Site Operatives – We have not costed for any additional welfare services and we have assumed our staff will be allowed to use existing on site facilities at all times during the installation.
- e) Except for any liability which it may incur for death or personal injury resulting from negligence the Company shall not be liable in any manner whatsoever whether loss, damage or injury howsoever caused which may arise out of or in connection with the supply of goods to the Customer.

**7. Settlement Terms**

- a) Home Sales: Where credit facilities exist, accounts are due for payment 28 days from the date of delivery. 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. If for any reason the Company does not receive unconditional payment in full, whether under any terms of credit facilities or otherwise, within 28 days from delivery then the Company may charge daily interest on such payments at a rate equal to 4% per annum above the Base Lending rate of the Bank of England, such interest to run from day to day to accrue before as well as after any judgement.
- b) Overseas/Export Sales: Special terms will be quoted for overseas/export deliveries.

**8. Deliveries**

- 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 advice/delivery note; and
  - II. Any breakage, damage or shortage is advised to the Company and carriers within 3 days of receipt of Goods provided that the

carrier's 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 of their suitability for the purpose for which they are intended.
- d) If during the period of twelve months from the date of invoice the Company is notified of a fault in the Goods which is due to 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 manufacturers 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. If the Goods have been manufactured to the Customer's design, the fault is not due to faulty design by the Customer, this guarantee does not cover fair wear and tear, the Customer will be required to return faulty Goods to the Company.

**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 any 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 is held unreasonable in any circumstances and shall remain in force notwithstanding termination of 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: The Customer commits a breach of this Contract and fails to remedy the breach within a reasonable time of a written notice to do so: or 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 (otherwise than for reconstruction or amalgamation) or a receiver of administrative receiver or any similar event occurs under the laws of the state where the Customer was incorporated.

**11. Force Majeure**

The Company shall not be liable in respect of any breach of this Contract due to any cause beyond its reasonable control including Act of God, inclement weather, 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 of 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 specifications.
- 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 drawing or tracings must not be published or disclosed under any circumstances without the Company's permission in writing.