



SOVEREIGN
Bringing Imagination into Play



BRINGING
IMAGINATION
INTO PLAY

YOUR QUOTATION

Kirkbymoorside Town Council

Quotation - 70790 - DES#6111

Qty	Ref	Equipment	Price
1	A	Top Beam for Clamber Stack - 3400mm @ 140mm dia Installation	£397.06
1	D	Upright on Clamber Stack - 2790mm OOG @ 140mm dia Installation Into Bark (Upto 100mm depth)	£462.88
1	E	Upright on Clamber Stack - 2150mm OOG @ 140mm dia Installation Into Bark (Upto 100mm depth)	£350.61
1	I	Upright on Clamber Stack - 2190mm OOG @ 140mm dia Installation Into Bark (Upto 100mm depth)	£352.80
Sub Total			£1,563.35

Your Prompt Payment Offer: £1,563.35

Prices shown are based on all works being ordered together. If some items on your quotation are not required, then a revised quotation will be required as minimum charges may apply.

As a valued existing Sovereign customer, we have automatically applied our best price by default, which includes our prompt payment terms. These terms are based on a 30% deposit payable by return, a 40% payment 10 working days prior to delivery of goods and a 30% balance invoice payable by return after delivery/installation. Should you not wish to benefit from our prompt payment option, we can quote upon request, which will remove approximately a 8% to 10% saving depending on the products. Please note - Should works not complete due to an additional amount required / additional order then the original amount is still due payable.

When adding to or repairing existing third party equipment. Sovereign cannot accept liability if hidden timbers/fixings are rotten or in need of repair. A contingency sum of around £450 should cover most discoveries. It is rare that this occurs, but we do need to make you aware at point of quotation.

When adding to or repairing existing third party surfacing or equipment, Sovereign will not accept a duty of care for the existing surfacing or equipment, only on the works/components carried out.

Any damage to your existing grass surface we will make as good as possible, but we are not able to seed and turf areas. The grass will recover in time.

No allowance has been made for replacement parts. If parts fail during removal or relocation, additional costs will be incurred for parts and labour.

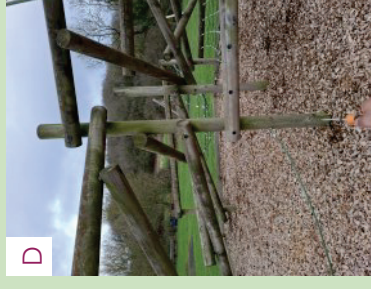
It has been agreed that any spoil created from our installation works will be retained on site, directly adjacent (within 5m) of installation area/s. Should you wish to have Sovereign dispose of items or spoil an additional subsidised charge of £250 can be made.

Client has requested the Heras Fencing be removed from the quote. Therefore standard orange barrier fencing will be used unless the client provides Heras Fencing for the duration of the works.

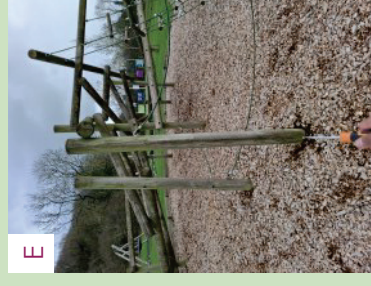
All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E & OE, subject to our Terms and Conditions.



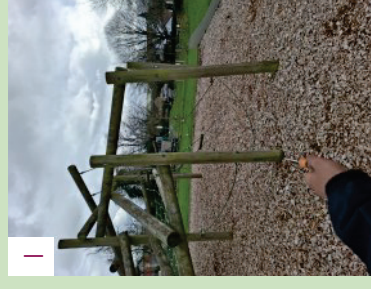
A



D



E



I

Payment Terms

Your order confirmation will detail your chosen payment terms:

Pro Forma

All privately funded establishments ordering for the first time will be on pro-forma terms, based on full payment by return before delivery/installation.

Retail Price

Terms are based on full payment being received within 15 days of delivery/installation.

Your Discounted Prompt Payment Offer

Terms are based on a 30% deposit payable by return, a 40% payment 10 working days prior to delivery of goods and a 30% balance invoice payable by return after installation.

Spread Payment Plan

Terms are based on 5 singular payments. One payment after delivery/installation, one payment in 12 months' time and a payment every 12 months following for a further 3 payments. This is through one of our funding partners, Subject to status.

Direct Debit

Terms are based on a Direct Debit being set up.

FOC

The items are Free Of Charge.

Invoicing Process

Depending on the products and services you have selected, you may receive invoices from us at different stages of the work are completed. Each balance payment will be required within your agreed payment terms, but don't worry, because they will all add up to the total order value agreed.

Early Invoicing

Should you need an invoice ahead of works being completed to assist in organising payment, an early invoice can be issued. Prior to holiday periods, early invoices will be issued as standard to customers who have works due to be carried out and completed in the holiday period so payment terms can be adhered to.

Sending invoices

Invoices will be sent to you by email from our Accounts Department who will contact you to ensure you have received the invoice(s) and everything is satisfactory for payment to reach us within the agreed terms.

Late payment and charges

Please refer to section 10 of our terms and conditions for details.

Payment Terms

Holiday Period Installations & Payment Terms

Where an installation is scheduled to take place during any school holiday period, including (without limitation) Easter, summer, Christmas, and all half-term breaks, the Customer shall ensure that the Deposit and any Interim invoices are paid in full no later than ten (10) working days prior to the final day of the relevant school term.

By way of example only, where the relevant school term ends on 22 July and the installation is scheduled to take place during the summer holiday period, payment of the Deposit and any Interim invoices must be received no later than 8 July.

Any balance invoices shall be payable in full upon completion of the installation, regardless of the installation date. Payment arrangements for any balance must be agreed and in place prior to the school closing.

Failure to comply with the payment terms set out in this clause may result in the installation being delayed, rescheduled, or cancelled at the Company's discretion, without liability.

Additional Information

Site security, Welfare, Power and Water

To keep costs to a minimum, no allowance has been made for site security, welfare facilities, power or water unless otherwise stated, so we ask that you provide these as required.

Our installation engineers will use a temporary 1 metre high orange barrier for excavated holes and unfinished works. Should more substantial fencing be preferred, there would be an additional charge for this as we will need to hire, assemble and dismantle upon completion.

If at any point during the installation in term time welfare facilities are not available, the client should advise us immediately, if we cannot find a local facility, a charge may be incurred for us to hire portable lavatory facilities.

Pre-Installation Surveys

If you are having old equipment / surfacing removed from the area of installation or groundwork's undertaken by any party other than Sovereign, we would recommend a pre-installation survey to confirm the area has been prepared correctly prior to our works commencing. The cost for the pre-installation survey is £149.00 plus VAT.

Should you not opt for a pre-installation survey, and works are not completed as required this may lead to either a suspension of the installation and an abortive visit charge, or alternatively we may be able to complete the preparation and charge accordingly.

Underground Services

All due care will be taken to locate underground services prior to excavation, however no responsibility can be accepted if any unknown or incorrectly sited services are damaged. Where possible, we ask you provide us with drawings or plans for services. Aborted/additional site visit charges may apply if we have to leave site following the finding of previously unknown services.

Supply Only / Installation by a Third Party

We are unable to accept duty of care for equipment sold supply only and installed by a third party and cannot verify the installation will be compliant to BS EN standards.

Please note that Sovereign supply the latest available instructions for supply only items. Due to constant design improvements some minor variances are to be expected. Bespoke/Customised Supply only items will have guidelines and images rather than full installation instructions, based on other similar products. Sovereign recommend the use of trained playground installers to fit playground equipment to ensure familiarity with safety standards and the design principles of the installation. These installers should be able to work with guidelines given for installation. Should you require assistance please call 01702-291129 to speak with one of our advisors.

Planning permission / Building regulations

It is your responsibility to obtain the necessary approval, and we recommend that you attain the appropriate advice from your local authority before proceeding, as requirements do vary.

Design changes that have occurred due to planning permission and building regulation requirements may incur additional costs. You will need to pay any fees relating to planning or building regulation applications, local authority and survey fees.

Additional Information

Removals / Repairs

Removal costs include clearance of waste from site and the statutory requirements of licensed disposal of rubber and commercial waste unless otherwise stated. When removing or repairing existing equipment, sometimes the components parts can fail and additional costs may be applicable to replace. Any holes created by removals to be floated over flush with dyed concrete unless stated otherwise.

Wetpour / Band Repairs

We are unable to offer any guarantee when patch repairing existing wetpour/mulch, as we cannot anticipate the reaction of new materials with the existing. Colour between repair and existing wetpour/mulch may vary due to manufacturer and age.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile. Surfacing without groundworks will follow the existing contours of the ground.

Additional Information

Although every care will be taken, our quotation does not cover any damages that may occur over the access route. We can provide ground protection costs for the access route if required and this will be itemised on your quotation.

Unless stated otherwise, levelling of the proposed installation area is not included with our quotation and new surfacing will follow the undulations of the ground.

Markings

Due to the installation process we are unable to lay markings onto a dirty surface, because it impacts the longevity of the product. If you are unable to clean or clear the surface prior to installation, Sovereign can provide a quote upon request.

Please note that when removing lines from old tarmac it is possible for uplift of surface due to age. Although we aim to remove all markings, we assess condition of surface while working and may leave areas if they may become too damaged.

Metalwork

If metalwork is called up as 'Stainless Steel' or 'Galvanised', this will apply to all major metal components & bracketry only.

Fixings unless otherwise specifically stated will be zinc-plated & yellow passivated.

If the product is majority timber based, the in ground posts will be our standard tanalised timbers, unless in-ground metal post feet has been specified.

note that metalwork warranty against structural failure excludes rot due to being installed in areas that retain water or are prone to flooding

note that timber warranty against structural failure excludes metal components which rust due to geographical location (e.g within 5 miles of the coast)

Pergolas

If the pergola is not located near to a rainwater drain, please be aware that the down-pipe will simply expel the water onto the install surface. No additional drainage / soak-away works are included unless stated.

Needlepunch

Please note that if you choose to undertake the groundworks yourself or decide not to proceed with our quotation for the full groundworks, we cannot accept responsibility for any issues with the finished surface that arise from the groundworks. The needlepunch surface will naturally follow the contours of the existing base and therefore, any undulations, imperfections, or irregularities in the final surface resulting from base preparation will not be the responsibility of Sovereign. When doing partial groundworks, this is not recommended therefore problems due to this product will not fall under Sovereign's responsibility, and full payment will be due on completion.

Sovereign Design Play Systems Limited Terms and Conditions

It shall be the duty of Sovereign Design Play Systems Limited (known hereafter as 'the Company') to provide You with the Goods and Services in accordance with the Order Confirmation provided to you and the terms and conditions ("T & C") as laid out below.

1. Definitions

- 1.1 "Authorised Person" means the person who places the Order and who is duly authorised by You to enter into a binding contract with Us.
- 1.2 "We or Our or Us" means the Company whose registered office is 40 Towerfield Road, Shoeburyness, Essex SS3 9QT, registered number 5024016, a company registered in England.
- 1.3 "Contract" the contract between You and Us (in whatever terms for the supply of goods and/or provision of services) to which these T&C relate (whether incorporated, appended or attached).
- 1.4 "Goods" means the Goods that We have agreed to supply You (including but not restricted to the equipment and component parts) as shown on the Order Confirmation.
- 1.5 "Order" your order for the Goods and/or Services as set out in your Purchase Order.
- 1.6 "Order Confirmation" means the document provided by Us upon receipt of the Order which confirms your Order and which you are obliged to return signed by an Authorised Person and in the event that it is not returned within 48 hours of your receipt, the Order Confirmation shall be deemed accepted by You and You will have no ability to cancel the Contract without liability to Us as set out below.
- 1.7 "Order Value" means the price set out on the Order Confirmation.
- 1.8 "Site" means the premises where the Goods are to be supplied and/or installed by Us.
- 1.9 "Services" means the services that We have agreed to provide You (including but not restricted to installation and any other preparatory or ancillary work), as shown on the Order Confirmation.
- 1.10 "T&C" means these terms and T&C or any subsequent variation thereof.
- 1.11 "You or Your", the person, company, firm or entity being party to the Contract and to whom Goods are supplied and/or Services are provided.

2. Offer and Acceptance

- 2.1 The Order constitutes the offer by You to purchase the Goods and/or Services in accordance with these T&C and You shall ensure that the Order is complete and accurate and has been placed by an Authorised Person.
- 2.2 The Order will not be accepted until We issue You with the Order Confirmation which will confirm the existence of the contract.
- 2.3 You are responsible for ensuring that the Order Confirmation provided by Us accurately reflects the Goods and/or Services that you wish Us to supply to You and to notify of any discrepancies within 48 hours of your receipt.
- 2.4 These T&Cs shall apply to all Goods and/or Services provided by Us to You to the exclusion of all other terms and T&C, including any terms or T&C which you may purport to apply to the Contract under any purchase order that you supply and no variation of these T&C shall be binding unless agreed in writing by Us and attached hereto.
- 2.5 The Company's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by Us in writing and in entering into the Contract to purchase Goods and/or Services you acknowledge that you do not rely on any such representations which are not so confirmed.
- 2.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by You, You shall indemnify Us against all losses, damages, costs, and expenses incurred by us in connection with settlement of any claim for infringement of any patent, copyright, design right, trade mark or other intellectual property rights of any other person which results from our use of your specification.
- 2.7 The Company reserves the right to make changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirements.
3. Commencement Date and Delay
- 3.1 You shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery by Us (including outside normal business hours) and You must ensure that an authorised representative is present at the time of delivery in order to ensure access to the site and to authorise and our enable delivery of the Goods.
- 3.2 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate contract into which these T&Cs shall be incorporated. Failure by the Company to deliver any instalment shall not entitle You to treat these T&C as repudiated.
- 3.3 Any dates quoted for delivery or installation of the Goods are approximate only and the Company shall not be liable for any delay in the delivery or installation of the Goods howsoever caused, including any delay caused by Force Majeure Event, because of your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply or installation of the Goods. Time for delivery shall not be of the essence unless previously agreed in writing by Us.
- 3.4 The Company may install or deliver the Goods in advance of the quoted delivery date upon giving You reasonable notice, and may also deliver at a date earlier than the proposed installation date. You must advise us at the time of placing your Order if this is not acceptable as subsequent variations may affect the delivery date, installation date and price.
- 3.5 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or Your fault, and We are accordingly liable to You for delay, Our liability shall be limited to the excess (if any) of the cost to You (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 3.6 If You fail to take delivery of the Goods, fail to give Us adequate delivery instructions at the time stated for delivery or fail to permit us to install the Goods, then the Company reserves the right to:

- 3.6.1 Store the Goods until delivery to You and charge You for the reasonable costs (including insurance) of storage; and/or
- 3.6.2 Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses or charge You for any shortfall below the agreed price;
- 3.6.3 Charge You an abortive fee of £200 per half-day or £400 per full day, deemed to exclude all applicable VAT. We will reschedule your delivery and/or installation, but there may be a consequential delay and charges applied.

4. Access for Installation

- 4.1 You must ensure that an authorised representative is present at the site at the time of installation or any preparatory work being carried out in order to ensure access to the Site and provide confirmation as to design and layout.
- 4.2 We will cordon off the installation area using temporary orange fencing (during works, replacing with barrier tape upon completion). If You require more substantial fencing, You must advise Us timeframe before the agreed delivery date, The Order Confirmation and price will be altered accordingly.
- 4.3 Any dates quoted for installation or any preparatory works are approximate only and We shall not be liable for any delay howsoever caused. Time for installation shall not be of the essence unless previously agreed in writing by Us. Where We need to change an installation or preparatory work date, We will provide You with at least 24 hours' prior written notice, whenever practical.
- 4.4 You acknowledge that installation of floor markings, surface and other specialist goods are completed by different teams and may not take place on the same day as installation of the Goods.
- 4.5 You acknowledge that We may need access to the Site outside of normal business hours.
- 4.6 Although We shall take reasonable steps to avoid causing damage to floor, surfaces and access routes, We shall not be liable for such damage (unless caused by our negligence or wilful default) when You have given us permission to access such floor, surface or access routes.

5. Limitation of Liability

- 5.1 We warrant to you that any Goods purchased from Us are of satisfactory quality, and reasonably fit for purpose for which Goods of their kind are commonly supplied, and will be useable for a minimum period of 12 months from delivery, provided they are maintained in accordance with the relevant maintenance guidelines that we or the manufacturer of the Goods may provide.
- 5.2 We shall not be liable for the failure of the goods to comply with the warranty set out in clause 14.1.1f:
- 5.2.1 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or
- 5.2.2 You alter or repair such Goods without our written consent; or
- 5.2.3 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working T&C.
- 5.3 Our liability for losses you suffer as a result of Us breaching the Contract is strictly limited to the purchase price of the Goods you purchased.
- 5.4 This does not include or limit in any way our liability: 5.4.1 For death or personal injury caused by our negligence; 5.4.2 Under section 2(3) of the Consumer Protection Act 1987; 5.4.3 For fraud or fraudulent misrepresentation; or 5.4.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 5.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to any or all of the following: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data, or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 5.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 5.1 or clause 5.2 or any other claims for direct financial loss that are not excluded by any of the provisions of this clause 5.5.
- 5.6 Except as set out in these T&C, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These T&C shall apply to any repaired or replacement Goods supplied by us.
- 5.8 No claim for damage in transit, shortage of delivery or loss of Goods shall be accepted by the Company for consideration unless:
 - 5.8.1 In respect of damage in transit or short delivery, You provide notice to Us within three days of receipt of the Goods, and within five days thereof send a complete claim in writing to us; and/or
 - 5.8.2 In respect of loss of Goods, You provide notice to Us in writing within ten days of the date of consignment of the Goods sends a complete claim in writing to Us; and
 - 5.8.3 a written claim pursuant to this clause shall state the advice note number, condition of package, date consignment received and extent of damage or shortage.
- 5.9 All leaflets, specifications, drawings and particulars of prices, weights, dimensions, colours and performance issued by us are approximate only and are not intended to form the basis of any contract between you and us.
- 5.10 You undertake to comply with the General Goods Safety Regulations 1994 to the extent that they apply to the Goods.
- 5.11 It shall be Your responsibility to advise Us of any issues known to You in respect of the surface to which the Goods will be affixed, and in the event that it is later determined that such issues were not declared, We shall have no responsibility for any remedial works and/or losses.
 - 5.11.1 You undertake to indemnify the Company in respect of any and all claims arising from the Goods being unsafe as a result of your activities.

Sovereign Design Play Systems Limited Terms and Conditions

5.11.2 You agree to monitor the safety of the Goods once installed, to pass on any information on the risks of the Goods and to co-operate in any action we may decide to take to avoid those risks.

5.11.3 You acknowledge receipt of any important health and safety notification that we may provide relating to the installation of the Goods and associated floor markings.

5.11.4 We will provide the Goods in accordance with BSEN 1176/1177. We do not warrant or represent that the Goods will comply with any other standard or quality mark.

5.11.5 Except in respect of death or personal injury caused by our negligence, the Company shall not be liable to You by reason of any representations (unless fraudulent), or compliance with any instruction or consent given by You or on Your behalf by an Authorised Person, or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply or installation of the Goods or their use by You, and our entire liability under or in connection with the Contract shall not exceed 110% of the price of the Goods, except as expressly provided in these T&Cs.

6 Passing Of Property and Risk

6.1 Whilst risk in the Goods shall pass to You from the time of delivery, legal and beneficial ownership of the Goods shall remain with Us until such time as we have received payment in full in respect of all sums owing from You to Us.

6.2 Until such time title to the Goods has passed to You, you shall:

6.2.1 keep the Goods separate from your property and that of any third party and clearly identified as being the property of the Company;

6.2.2 until title to the Goods has passed to you, you shall: (a) hold the Goods on a fiduciary basis as the our bailee; (b) store the Goods separately from all other Goods held by you so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (e) notify us immediately if it becomes subject to any of the events listed in clause 13.1. If before title to the Goods passes to you, you becomes subject to any of the events listed in clause 13.1, or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

6.3 Without prejudice to our warranty set out at clause 14, you must notify us within 48 hours of delivery if the Goods are defective or damaged or the delivery is short.

6.5 In the event that You engage any works to be undertaken to Goods supplied by Us by any third party not authorised by the Company, the Company will have no further responsibility or provide any warranty for the Goods and will not be responsible for any claims.

6.6 All transportation charges relating to the return of Goods will be borne by You unless otherwise agreed in writing, and the risk in the Goods shall remain with You until the Goods are received by us and any Goods so returned are despatched by you at your own risk.

6.7 You shall not be entitled to reject part only of the Goods delivered in accordance with these T&Cs.

6.8 Any claims against Us for Goods not credited or replaced will only be considered where you can provide proof of delivery to Us,

6.9 The Company will at our discretion replace whenever possible Goods found to be of faulty manufacture after examination provided that the Goods have been returned in accordance with these T&C. We will return goods after examination if they are found to have no fault or defect.

7 Instructions

If the signing-off of our installation of Goods is dependent on a third party (e.g. Council, H&S Executive), you must inform us upon placing your order and this will be confirmed in the Order Confirmation as subsequent and later notification may affect the delivery date, installation date, price and payment terms.

8 Cancellation of Order

8.1 No Order Confirmation once provided by Us may be cancelled by You without Our written consent once returned duly signed by an Authorised Person or after a period of 48 hours has elapsed following your receipt of the Order Confirmation, save for as set out in clause 8.3 below.

8.2 If an Order is cancelled by You within 48 hours of your receipt of the Order Confirmation, and our written consent is provided for the cancelled order, We are entitled to charge You a fee of 25% of the Order value, to a maximum of £1,000.

8.3 If an Order is cancelled after 48 hours from your receipt of Order Confirmation, and our written consent is given for a cancelled Order, We are entitled to charge You a fee of 50% of the full Order Value.

9 Defects

9.1 Any claim by You which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or the installation of the Goods shall be notified to Us within 48 hours of the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure but not more than one year after delivery and such Goods shall be returned with written notification which must state the nature of the fault of each item and the invoice number in relation to the purchase of each item.

9.2 If delivery is not refused, and You do not notify us accordingly, You shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and You shall be bound to pay the Order Value as if the Goods had been delivered in accordance with the Order Confirmation.

9.3 Where any valid claim in respect of any of the Goods, which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to Us in accordance with these T&C. We shall be provided with the first opportunity to repair or replace the Goods (or the part in question) free of charge or, at our discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you;

9.4 If you require Goods to be returned to Us because you claim that the Goods are in breach of clause 14.1, you must first contact our Customer Services Team. For the avoidance of doubt, if any specific part of the Goods supplied is in breach of clause 14.1, your entitlement is for Us to inspect that or those parts, and not the entire Goods. We will arrange for an examination of the Goods to take place either at the place of delivery or the place of installation of the Goods and we will notify you whether we will repair or replace the Goods if they are defective, or alternatively whether we will provide a refund. If we are to provide you with a refund, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. In the event that the Goods are collected by us, you will not receive payment for the costs incurred by Us in collecting the Goods. Goods returned for any other reason may be collected by Us although we will levy a collection charge which shall be confirmed to you in writing by our Customer Service Team when collection is arranged or if the Goods to be returned are able to be returned by you directly, there will be a minimum charge of twice the delivery rate appropriate for the Delivery Location and an administrative charge equal to 5% of the order value plus VAT, and such charges shall be confirmed to you by our Customer Service team. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.5 Where a defect is notified to us in accordance with the provision set out above, and you have not yet paid the full Price, you shall be entitled to retain up to 10% of the Price until the defects have been remedied.

10 Charges and Payments

10.1 Any price quoted on our Order Confirmation shall be deemed to exclude all applicable VAT unless otherwise stated. You shall, on receipt of a valid VAT invoice from Us, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and will update our Order Confirmation to reflect any increase in the cost to Us which is due to any delay caused by your instructions, any change to those instructions or failure to provide adequate instructions,

10.3 All sums due to Us shall be payable in cleared funds within the timeframe agreed and as confirmed to You by Us within our Order Confirmation. If you fail to pay all sums due to Us on the due dates for payment then without prejudice to any other rights the Company may have, the company shall be entitled:

10.3.1 To cease taking further orders from You, and withhold further delivery of Goods for existing orders.

10.3.2 To demand immediate payment of all or any sums invoiced to You by the Company whether due at the date of the demand or not.

10.4 Payment shall be made by You without deduction or set-off, and shall be made notwithstanding any delay in obtaining such sign-off of the instalment by any third party (e.g. Council, H&S Executive).

10.5 If any minor or remedial issues in relation to the delivered Goods are reported in accordance with clause 9.1 above, You may retain a maximum of 10% of the Contract Price until such time that the minor or remedial issue has been resolved.

10.6 Where We have agreed a special discount, payment or other terms with

You, these shall be strictly subject to your compliance with these T&C, and such T&C shall cease and revert to our standard terms upon your non-compliance.

10.7 We shall be entitled to charge interest (calculated pro rata on a daily basis

and claim compensation on overdue accounts from the date payment is due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the date of actual payment.

10.8 If Goods are credited it will be at the invoice price stated on the return application sheet and agreed by Us in writing.

10.9 In the event that during the course of the Services provided by us and/or the provision of any Goods to be supplied, it is determined that due to unforeseen circumstances, additional costs will be incurred due to additional Goods and/or Services being required, We will notify You in writing of the additional costs and You will be liable to cover such additional costs in order to enable the original Services and/or Goods to be provided.

10.10 Single inspections cancelled by you within 10 working days of the scheduled inspection date offered will be 100% chargeable

11 Guarantees and Intellectual Property

11.1 We shall make reasonable endeavours to pass on to You the benefit of any guarantees or warranties given by any manufacturers of the Goods.

11.2 We hereby grant to You a non-exclusive and non-transferable licence to use such of our intellectual property rights as may be reasonably necessary for you to comply with your obligations under the contract. Such licence shall terminate automatically upon Your completion of the final act required of you to comply with such obligations.

11.3 If any claims are made or any action brought against You in respect of any infringement of an intellectual property right by the use or sale of Goods supplied by us, you must immediately give us written notice with full particulars of such claim or action.

Sovereign Design Play Systems Limited Terms and Conditions

12 Entire Agreement

These T&Cs (together with the terms (if any) set out in the Contract, the Order Confirmation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

13 Termination

13.1 If You become subject to any of the events listed in clause 14.2, or we reasonably believe that you are about to become subject to them, then without prejudice to any other rights We may have, We shall be entitled

13.1.1 to withhold delivery of any undelivered Goods and to stop any Goods in transit and the installation of the Goods

13.1.2 we reserve the right to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13.1.3 to enter upon your premises and take possession of the Goods; and/or to re-sell the Goods or such of them as we deem necessary in order to recover the amount due and payable to us together with any costs incurred by us in taking such steps and you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

13.2 For the Purposes of clause 13.1, the relevant events are:

13.2.1 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has a partner to whom any of the foregoing apply; or

13.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors; or

13.2.3 (being an individual) you are the subject of a bankruptcy petition or order; or

13.2.4 a creditor of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

13.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or

13.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or

13.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or

13.2.8 any event occurs, or proceeding are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to 13.2.8 (inclusive); or

13.2.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

13.2.10 your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfill your obligations under the Contract has been placed in jeopardy

13.3 We will not be liable to you or deemed to be in breach of contract by reason of delay or failure to perform any of Our obligations if the delay or failure due to acts caused beyond Our reasonable control.

14 Warranty

14.1 We make no express warranties and specifically disclaim any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services and/or the supply of Goods under these T&Cs to the extent permissible by law.

14.2 We do not guarantee, and nothing contained in these T&Cs shall be construed as a guarantee, that the Services performed or to be performed by Us will achieve any projected level of results.

14.3 Should You for any reason need to make a warranty claim, You must complete and return a claim form which can be obtained by contacting Us.

15 Confidentiality

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

16 Force Majeure

16.1 The Company shall not be liable for any default (or be deemed to be in breach of contract) by reason of any delay due to any occurrence beyond its reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action, (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, (e) Impossibility of the use of public or private telecommunications networks, (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17 General Matters

17.1 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision,

17.2 If any provisions of these T&C are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected,

17.3 These T&C and the contract shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts,

17.4 These T&C do not purport to confer a benefit on any third party.

17.5 The Contract between you and us is binding on you and us and on our respective successors and assigns.

17.6 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17.8 We have the right to revise and amend T&C at any time to reflect changes in market T&C affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.9 You will be subject to the policies and terms and T&C in force at the time that you order Goods from us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these T&C before we send you the written confirmation in accordance with clause 2.3 (in which case we have the right to assume that you have accepted the change to such T&C, unless you notify us to the contrary within 48 hours of receipt by you of the Goods).

18 Notices

Any notices required or permitted to be given by either party to the other under these T&C shall be in writing addressed to the other's principal place of business.



SOVEREIGN

Bringing imagination into play

Company Name

Sovereign Design Play Systems Limited

Registered Address

40 Towerfield Road
Shoeburyness
Essex
SS3 9QT

Company Registration No

5024016

Company VAT Registration No

832 5102 64

Insurance

Public Liability: £10,000,000

Professional Indemnity: £5,000,000

Employers Liability: £10,000,000

01702 291129

www.sovereignplayequipment.co.uk