

TERMS & CONDITIONS FOR ALL INSTALLATIONS

(TO BE READ IN CONJUNCTION WITH ANY QUOTATION)

1: Validity

Our quotation is valid for a period of 3 months from the date of the letter, unless there is a product price increase imposed by our suppliers.

Any material changes to a customer's site or to the access may also affect the validity term of the quote.

2: Compliance and European Standard

All our products are manufactured under an ISO 9000 Quality Assurance compliance system. Play Units are manufactured and installed in accordance with the specific requirements laid down by European Standards BSEN1176:2008 (General Safety Requirements) and BSEN1177:2008 (Impact Absorbing Surfaces). Once a compliant installation is completed and handed over to the customer, it becomes the responsibility of the customer to monitor and inspect it to ensure its continuing compliance to BSEN 1176 and 1177.

3: DBS Checks.

It is the policy of Commercial Play Ltd to check *all* members of staff, who may be required to work in locations where children are present, with the Disclosure & Barring Service. A list of relevant report reference numbers and dates are available from our office upon request. The information above is fully available to customers, but only after an agreement to proceed with work has been received, in order to comply with Data Protection Rules.

4: On Site Requirements

Access

- Unless acknowledged otherwise in the quotation, we have assumed that access to the work area will be clear, over firm and level ground and unimpeded by other activities or contractors for the duration of our work. If access is found to have materially changed since the time of our site visit, we have the right to amend our quotations accordingly.
- Access for our vehicles, skips, product and materials to a location must be adequate. In the event of any materials having to be brought through a building or via an awkward access, we cannot be held responsible for any damage that results, although every care will be taken.

Parking

We require all day parking for our vehicle/s. We will make additional charges, over and above the amount quoted, if we must relocate our vehicles a distance away or have to pay for daytime parking.

Water and Electricity

We will require access to an exterior water supply. We will bring a generator for general power. However, if we are installing an Eco Bond surface a standard mains supply is required for the mixer.

Welfare Facilities for Commercial Play Ltd Staff

Access to a toilet and wash basin is required. If we need to hire a temporary site toilet, please advise us and we will make an additional charge.



Temporary Fencing:

We provide Hi-Viz Blue/Orange Plastic netting free of charge within the above quote. If you wish us to use metal temporary barrier fence panels (Heras style) to enclose our work site, please advise us before the work begins. This will be an additional charge unless it has already been discussed and is part of the quote.

5: Timber

All our timber is sustainably sourced and pressure-treated with Tanalith E, an environmentally friendly treatment, which is EEC recommended for use in children's playgrounds. All the timber used in children's play equipment will have a planed surface, but this may not apply to timber used in gardening areas within schools. The treated timber leaflet enclosed with our quote provides more information.

6: Excavation

If excavation is required for your project, we have assumed within our quote that the under-soil structure is loose (what we call 'easy dig'). If we encounter any obstructions (stone, heavy clay, tarmac, concrete, tree roots, sand and gravel etc) we will make an additional charge for the added labour time and/or hire of specialist equipment. Under these circumstances the completion of a project may be delayed. In addition, any unforeseen land drainage issues on excavation of areas such as a poor drainage of the areas, standing water or high water table issues, leading to additional works being required will be an additional cost, including any specialist surveys that may also be required. If the client does not wish to incur those additional costs should they be required, they must sign a waiver to disclaim and be liable for any subsequent issues thereafter in terms of cost.

7: Service cables, drains, pipes, underground water and springs

In the case of installations, Commercial Play Ltd requires details of the location of any service cables, pipes (gas, electricity, water etc), drains and any underground water systems and springs within or close to the excavation area, prior to commencing the work. If this information is not made available, we will assume the area to be clear and although all due care will be taken during excavation, Commercial Play Ltd cannot be held responsible for any damage or subsequent cost thereof or for our inability to continue if unsuitable underground conditions are encountered. Should it be necessary to involve a third-party service company to repair any damage, the customer will be required to cover the cost of the repair.

8: Drawings and Plans

We have, in some instances, provided visual information (CAD drawings, plans and presentations etc) to support our quote. Any such material, along with the written quote, remains the property of Commercial Play Ltd and cannot be reproduced, passed on to or used by any other third party without our express consent.

9: Planning Consent

In some locations an installation may require planning permission. By accepting our quotation, we will assume that the customer has satisfied themselves with regard to any planning consent that may be necessary and obtained such consent.

If unsure, the customer should seek advice from the local planning authority. Commercial Play Ltd has no authority to advise as to the necessity of planning consent but can assist your appointed Surveyor with information and pre-prepared drawings or plans, as supplied with the initial quote.



We offer some very general guidelines in the 'General Notes on Installations' pages which directly follow the quote.

Any further drawings, plans or presentations needed for planning applications, negotiations with engineers or any other purpose, will incur an additional charge.

10: Safer Surfaces

(NB: The critical fall height (CFH) value of each surface can be advised by our Sales team upon request.)

Safagrass (Hexagonal Rubber Matting):

An area intended for Safagrass is *not* levelled prior to installation and is therefore not a surface that gives an absolutely level, smooth surface. When the job has been completed, and before the grass is established, the matted area will look slightly uneven. Our quote will not include the levelling of a site unless it has been specifically requested by the customer.

To enable Safagrass to function as a suitable Safer Surface, it should only be laid on good quality, well maintained grass or seeded suitably, following installation, to establish a good turf.

Wetpour:

Please be aware that the laying of rubber wetpour is dependent on favourable weather conditions. In extremely hot or cold weather the chemical binding process is affected; and in wet conditions the installation cannot be carried out. These restrictions may therefore affect a scheduled installation date and a delay in completing the work may occur.

Any drain accesses or manhole covers within a wetpour area will be left covered, marked and level with the surrounding area, with the option to easily cut through the surface should access be required.

The surface cannot be used for 48 hours after installation.

Artificial Grass - Luxury Quality

Artificial grass can be laid with a sub-base of grit sand and further under shock pads if a safer surface is required. Otherwise, it can simply be laid onto existing grass, with a weed suppressant membrane; or onto tarmac, if the only requirement is an attractive, functional surface.

Eco Bond - Bound Recycled Rubber:

Please be aware that the laying of Eco Bond is dependent on favourable weather conditions. In extremely hot or cold weather the chemical binding process is affected; and in wet conditions the installation cannot be carried out. These restrictions may therefore affect a scheduled installation date, and a slight delay in completing the work may occur.

11. External timber floors to decks and stages: Anti slip preparation if required:

Timber floors to decks and stages can become slippery when wet. Within our quotation we offer three options:

- a) Opt for a standard timber floor with no anti-slip preparation.
- b) Commercial Play Ltd to **supply** Blackfriars Anti Slip Deck Paint for customers own application as required. Please note that this must be applied in mild, dry weather conditions.
- c) All timber floor surfaces to be fitted with non-slip decking strips.

Please refer to your quotation for a cost for the above options.

12: Changes after acceptance of quotation:



We, as the contractor, will endeavour to provide all the information regarding the design and day to day management of the project to the client.

We will also expect to receive whole and complete information about the site and its day to function from the client including contact details of the person commissioning the work and any other representative who will control the project for the client (often a site manager), access details, welfare facility arrangements, underground services that may fall within our work site and if there are any other users of the site.

Our standard payment terms apply.

16: Repairs

If a repair to a previously carried out installation is necessary (either to an existing or to a newly installed structure) and the cause of the damage is severe weather, vandalism, excessive wear and tear or some other exterior means beyond our control or responsibility, a charge will be made to cover labour and material costs.

Commercial Play Ltd reserve the right to charge labour and travelling costs when required to repair any part of a structure, including accessories, that has failed during its warranty period due to circumstances identified above, and any part failing after its warranty period has expired. – see warranty and maintenance documents.

17: Weather Conditions

In extremely wet, cold or dry weather conditions, where a delay in completing any work may be necessary, an extra charge may be made to return to the site to complete the installation once conditions have improved.

See payment arrangements in section above for covering delayed completion.

18: Cancellation

The customer has the right to cancel the Purchase Order agreement by providing at least 28 days cancellation notice prior to the agreed date of the installation. Where less than 28 days notice is provided by the Client to Commercial Play Ltd, then the client remains liable to make payment for the following; 30% of the total cost of the project. The client will also be liable for any materials purchased for the project once the purchase order has been raised if the project is cancelled. Payment is to be made within 5 working days of notification of the cancellation.

