



# **PLAYahead Adventure Play Equipment**

## **General Terms and Conditions of Business**

**We would respectfully draw your attention to the following:**

1. PLAYahead UK Ltd (“the company”) terms are: 35% deposit with order, balance payable in full on delivery or installation. The deposit is non-refundable except where specifically agreed with the company. The company reserves the right to charge interest on monies owed at a rate of 4% above base rate. The company also reserve the right to charge a booking fee on all accounts not settled within fourteen days.
2. All prices are subject to value added tax.
3. There will be an additional charge for orders of less than £1300 excluding VAT.
4. The play equipment and all attached equipment (“the goods”) shall remain the property of the company until full and final payment has been received. In the event of non-payment within terms, the company reserves the right to remove the goods. In this case, installation and dismantling will be chargeable to the customer.
5. All Commercial equipment is produced and installed to comply with EN1176 standards. Any modification to equipment or siting requested by the customer which is not in compliance with these standards is done with the express understanding that it is entirely at the customer’s own risk. These standards also require safer surfacing to EN1177 and “free falling space” around all play equipment.
6. The company provides a 12 month guarantee against all workmanship defects to the original purchaser and a 10 year guarantee to the original purchaser against timber failure caused by rot and/or insect attack on all timber components. Surface rust on metal components and surface checking and splits in timber pieces are not considered defects. Failure and defects to other non-timber out-sourced components are subject to various manufacturers guarantees and will be replaced or repaired dependent upon the nature and origin of the damage and costs will be negotiated with the original purchaser on a case by case basis. The company’s guarantee shall be limited solely to the equipment costs; carriage and labour costs are specifically excluded.
7. Any quotation issued is valid for a period of 30 days (90 days for Commercial quotes) from the date of issue unless specifically stated otherwise.
8. Installation prices, where applicable, are based on the assumption that access for vehicles, labour and materials is reasonable and straightforward and that no special tools, other than those normally used by the company, are required for excavation. If ground conditions and/or complex/difficult access require extra labour time and/or equipment use and if these conditions have not either been made known to us or predicted during the course of a standard site visit by one the company’s employees, in advance of the quotation, the company reserves the right to levy additional charges. These will be between 0% and 10% of the total cost of the work.
9. Quotations also assume that excavated soil can be disposed of on site within a reasonable distance of the job site. Prices do not allow for disposal or removal of any surplus material or spoil and any requirement to remove this material and/or spoil off site or to another remote part of the site will be chargeable.



10. All goods and materials delivered to your premises shall be at your own risk from the time of delivery. We shall not be held responsible for any damage incurred by anyone other than ourselves.
11. The customer is responsible for any issues concerning local authorities, neighbours, restrictive covenants etc, and the company cannot be held liable for any costs arising from such disputes.

During & After Installation:-

12. The company have full personal, employers and public liability insurance and will take all reasonable steps to prevent unauthorised access to the installation site but will not be responsible for any damage to machinery, persons or animals that may stray into the area during installation or building operations (whether caused by negligence or otherwise).
13. The company will endeavour to ensure that no waste timber or ironmongery is left littering the site.
14. There are to be no restrictions on working hours or access to site, unless otherwise agreed.
15. Access to your premises/site shall be negotiable by lorry. If we are unable to gain reasonable access, a charge will be made to cover the cost of extra handling.
16. Once installed, all equipment, especially moving parts, should be regularly checked by the customer for any tampering or for general wear and tear. This also applies to any safety surfacing. For commercial play equipment it is strongly recommended that inspections of all play equipment are carried out at regular intervals by a competent person (e.g. a representative of PLAYahead, RoSPA or an independent safety officer specialising in play equipment).
17. We will not be responsible for damage to any hidden cables, water pipes, or drains unless they are clearly marked beforehand. Unless notified otherwise we will assume a clear site.
18. Any quotation for installation is subject to the site being dry and level to our satisfaction and clear of any obstructions. Unless site work is specified in the original quotation and/or agreed in advance with the customer, any unexpected preparation work e.g. removal of existing play equipment or vegetation, will be chargeable.
19. Where appropriate, newly installed play equipment must not be used until sufficient time has passed to allow concrete foundations etc. to set. No responsibility will be taken for damage or injury caused by premature use and should the company have to return to reinstall the equipment, this will be chargeable in full.
20. The company reserves the right to photograph each installation and reserves the right to use such images for publicity purposes.