

Terms & Conditions

1. The content of this contract,

- a** In this contract:
- "the Company" means The Children's Playground Company Limited.
- "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, understandings, 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 authorized 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 however 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 B.S.I. specification or code is applicable, quotations will be given for patterns and or equipment to that specification code.
- b** When Goods supplied under this Contract are not supplied under the B.S.I system for the Registration of Firms of Assessed Capability, the Customer will be notified in the Quotation relating to those Goods.

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 UK or in the country of destination. Any such taxes duties or charges shall be paid by the Customer.
- b** The prices quoted are subject to any increase in the cost of labour or materials between the date of quotation and despatch of Goods from our works and do not include installation costs.
- c** If the Customer requires alteration to the order, the price will be varied accordingly.

4. Property of Goods

- 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 reposses the Goods. At all times before payment in full:
- the Goods shall stand in the Customers books in the name of the Company
 - 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 9, 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 payments 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 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. Settlement Terms

- a** Home Sales: Where credit facilities exist, accounts are due for payment 30 days from the date of invoice. 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 30 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 National Westminster Bank plc, such interest to run from day to day to accrue before as well as after any judgement.

7. Deliveries

- a** The Company does not accept responsibility for any damage, shortage or loss in transit unless:
- 1 Non-receipt of Goods is advised to the company within 10 days from the date of the Company's advice/delivery note: and
 - 11 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".

The Children's Playground Co. Ltd



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Co. Kildare, Ireland
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Affiliations
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FSC Certified Products / ISO 9001 Certified
Directors
Gerry O'Sullivan
Rinske Wassenaar

www.thechildrensplayground.com
sales@thechildrensplayground.com

- 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 used.
- 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 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.
 - 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.

8. 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 this Contract.

9. Termination

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.

10. 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, was, military operations or riot; the act of omission of any part for whom the company is not responsible.

11. 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 drawings or tracings must not be published or disclosed under any circumstances without the Company's permission in writing.

12. Applicable Law

The Law of England shall be the proper law of Contract.

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