

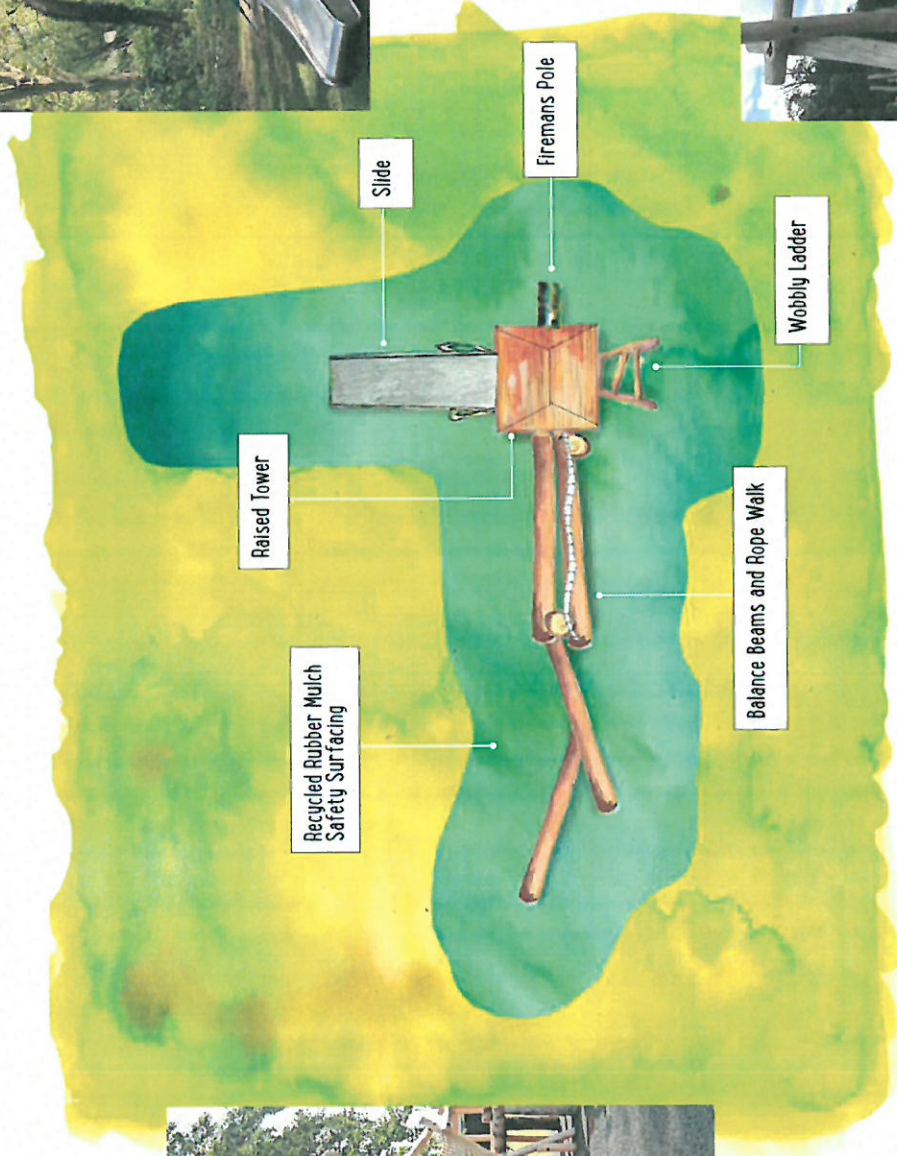


# Humbles Wood Design Proposal

Intellectual property and design ©Infinite Playgrounds



# Humbles Wood Design



Infant Swings





David Thomas  
Gentoo Homes  
Akeler House  
1 Emperor Way  
Doxford International  
Sunderland SR3 3XR

Tuesday 21st March 2017

Quote Ref: 0217-LM2

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Item	Details	Price 1
<b>Option 2</b>		
<b>Natural Climbing Structure</b>	Including a raised tower with slide, firemans pole, wobbly ladder and balance beam and rope walk network	
<b>Fall Safe Surfacing</b>	Rubber grass mats to cover approx 63 sqm	
	<b>Total excluding VAT</b>	

Item	Details	Price 1
<b>Swings</b>		
<b>Infant Swings</b>	Robinia A frame with 1x cradle swing and 1x flat seat swing	
<b>Fall Safe Surfacing</b>	Rubber grass mats to cover 7.5m x 4m area - 30 sqm	
	<b>Total excluding VAT</b>	

**Total of both areas excluding VAT**

Having read and understood your quote, to proceed with the project please complete the form below and return to us. You can contact us by emailing: [info@infiniteplaygrounds.co.uk](mailto:info@infiniteplaygrounds.co.uk) or call: 0191 266 6508

YOUR NAME:

TODAYS DATE:

SIGNATURE:





## Playground Maintenance Package

Your Infinite Playground's equipment is durable and built to last, but it still needs care and regular maintenance to ensure it can be enjoyed for as long as possible. That's why we designed our annual maintenance package to help make your investment go further.

During your annual inspection, our team will carry out a thorough non-dismantling inspection to ensure your equipment meets child safety guidelines.

Annual Inspection

General inspection

Foundation check

Splinter check

Fixing check

Safety surfacing check

Check logs for structural integrity Maintenance check

Your inspection covers minor repairs of up to 1 hour, including the tightening of loose bolts and fastenings, the sanding of sharp or splintered edges and the removal of fungus. Replacement materials may be chargeable.

**One year from £500**

**Three years from £1250**

### MORE INFORMATION

For more information about our aftercare package please contact us

E-mail: [info@infiniteplaygrounds.co.uk](mailto:info@infiniteplaygrounds.co.uk) Call: 0191 266 6508





## TERMS OF SALE

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### 1. DEFINITIONS, INTERPRETATION AND GENERAL

#### 1.1 In these Terms:

- (a) 'Authorised Person' a manager or project manager or other person named in the Specification with the authority to give instructions on behalf of the Company;
  - (b) 'Business Day' a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
  - (c) 'Company' means Infinite Edge Limited;
  - (d) 'Customer' means the individual, firm, company or other party with whom the Company contracts;
  - (e) 'Contract' the contract between the Company and the Customer for the supply of Services in accordance with these Terms;
  - (f) 'Contract Specification' the description or specification of the Services provided in writing by the Company to the Customer;
  - (g) 'Deposit' the deposit set out in the Company's written acceptance of the Customer's order or, if no deposit is quoted there, 30% of the price of the Services;
  - (h) 'Goods' any goods or other deliverables supplied to the Customer by the Company;
  - (i) 'Insolvency Event' means that a person:
    - (i) is unable to pay its debts or becomes insolvent or bankrupt or ceases to trade;
    - (ii) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);
  - (iii) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
  - (iv) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction, which does not materially reduce the entities' assets); or
  - (v) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction.
  - (j) 'Loss' any loss, damage, liability or expense (including direct loss of profits);
  - (k) 'Manufacturer's Warranties' the warranties given by any third-party manufacturer in relation to Goods supplied by the Company;
  - (l) 'Order' the Customer's order for the supply of Services as set out in the Customer's purchase order;
  - (m) 'Qualifying Services' means supply of Services by the Company, where the Services to be supplied are for the complete installation of a new System;
  - (n) 'Services' the services, including the Goods, supplied by the Company to the Customer as set out in the Contract Specification;
  - (o) 'Supply' includes (but is not limited to) any supply under a contract of sale;
  - (p) 'System' a playground installation built to the Company's own specification (and not to a Third Party Specification);
  - (q) 'these Terms' means the terms of sale set out or referred to in the Company's acknowledgment of Order; and
  - (r) 'Third Party Specification' has the meaning given in clause 3.
- 1.2 The headings in these Terms are for convenience only and are not for the purpose of interpretation.
- 1.3 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 Failure by the Company to enforce strict compliance with these Terms by the Customer will not constitute a waiver of any of the

provisions of these Terms.

- 1.5 References to clauses are to clauses of these Terms, unless stated otherwise.

### 2. CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

- 2.1 Any contract made between the Company and the Customer shall be subject to these Terms and, save as set out in these Terms, no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them. Any such term representation on contract will bind the Company only if in writing and signed by a director of the Company or an Authorised Person.
  - 2.2 Unless otherwise agreed in writing by the Company in accordance with clause 2.1, these Terms shall apply to the exclusion of any terms stipulated or referred to by the Customer in its Order (whether by written purchase order or otherwise) or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
  - 2.3 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order and any applicable Contract Specification are complete and accurate.
  - 2.4 No quotation is binding on the Company unless:
    - (a) the Customer (i) issues an Order or (ii) instructs the Company (whether or not in writing) to supply the Services; and
    - (b) the Company has accepted that Order or instructions pursuant to clause 2.5.
  - 2.5 No Order or instructions given by the Customer will be binding on the Company unless the Company has:
    - (a) issues a written acceptance of the Customer's order or instructions; or
    - (b) commences the supply of a the Services or, where the order or instructions relate to the supply of Goods only, commences the order fulfilment process; at which point the Contract shall come into existence.
  - 2.6 Where the Company has not given a written acknowledgment of Order or instructions pursuant to clause 2.5(a), these Terms will nonetheless apply to the Contract provided that the Customer has had prior notice of them.
  - 2.7 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or website are produced for the sole purpose of giving an approximate idea of the goods and services described in them. They shall not form part of the contract or have any contractual force.
  - 2.8 The Company reserves the right to correct any clerical or typographical error made by its employees at any time.
  - 2.9 For the avoidance of doubt, except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms shall be effective unless it is agreed in writing and signed by a director of the Company or an Authorised Person.
  - 2.10 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- ### 3. SPECIFICATION, INSTRUCTION OR DESIGN
- If Services are supplied in accordance with a specification, instruction or design supplied by the Customer or any third party on behalf of the

Customer ('Third Party Specification') then:

- 3.1 the suitability and accuracy of that Third Party Specification will be the Customer's responsibility;
  - 3.2 the Company reserves the right to amend any such Third Party Specification if required by any applicable statutory or regulatory requirements;
  - 3.3 the Customer will indemnify the Company against all infringement or alleged infringement of any third party's intellectual property rights and any Loss, damage or expense which it may incur by reason of any such infringement or alleged infringement in any country in connection with such Third Party Specification; and
  - 3.4 the Customer will indemnify the Company against any Loss, damage or expense in respect of any liability arising in any country by reason of the goods being made or the services being provided to such Third Party Specification.
  - 3.5 the Customer undertakes to ensure that all necessary permissions or consents (including those of third parties) are obtained in order to permit the Company to supply Services in accordance with the relevant Third Party Specification.
  - 3.6 Clauses 3.1 to 3.5 shall survive termination of the Contract.]
- ### 4. CUSTOMER'S OBLIGATIONS
- 4.1 The Customer shall:
- (a) co-operate with the Company in all matters relating to the Services;
  - (b) provide the Company with adequate instructions and accurate information regarding the Services;
  - (c) provide the Company with such adequate free parking facilities to accommodate two long wheel base vans, in close proximity to the site of work with free and easy access for the duration of the work;
  - (d) provide such access as may be required by the Company for the delivery of supplies to the work site itself, including but not limited to (where necessary) access by a rigid flat base wagon (up to 40 feet in length) to such a proximity of the installation site to enable the use of a Hi-ab loader;
  - (e) provide adequate space for the duration of the works for the delivery and placement of a skip at the site of installation and such access as is necessary for collection of the skip upon completion of the works;
  - (f) co-operate with the Company in all matters relating to the Services;
  - (g) comply with all applicable laws relevant to its performance of its obligations under this Contract;
  - (h) where the Services will be performed at the Customer's premises ('Site'):
  - (i) grant a licence to the Company, its employees and sub-contractors (together with appropriate transport) to enter upon the Site for the purpose of providing the Services;
  - (ii) undertake all site clearance, demolition and preparatory works at the Site before the commencement of the Services;
  - (iii) provide the Company with full and accurate details and markings of the locations of all underground cables (including fibre optic), pipes, drains or other underground services and facilities ('Service Media') before the commencement of the Services. Unless advised to the contrary, the Company will assume that the Site is clear of any obstructions.
  - (iv) notwithstanding the generality of clause 4.1(h)(iii), procure from the relevant authorities up-to-date service maps of all Service Media of the Site. If the Customer fails to provide this information to the Company, then the Company may, in its discretion, conduct its own surveys to mitigate any damage but in no circumstances shall the





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- company assume responsibility or liability for any damage to Service Media;
- (v) provide proper access and parking facilities appropriate for the parking and off-loading of two long wheelbase articulated vehicles and the Customer shall ensure that all materials in the articulated vehicles are able to be unloaded within a radius of 10 metres of the Site, with unrestricted access from the point of unloading to the same. The Customer will be responsible for all parking charges arising as a result of its failure to comply with this charge (including penalty charge notices);
  - (vi) provide all necessary facilities to the Company and its employees for the supply of the goods or services including (but not limited to) supplying a safe connection to a suitable electricity mains supply, providing access to water when required, providing welfare services;
  - (vii) ensure that its premises and all plant and equipment which is used by the Company's employees or sub-contractors or with which they may come into contact or to which they may be exposed complies with the Health and Safety at Work Act 1974, all relevant statutory provisions (as defined in that Act) and all other obligations imposed by statute and common law relating to health and safety
  - (viii) co-operate with the Company in all matters relating to the Services.
  - (i) obtain and maintain all necessary licences, permissions and consents (including planning consents) which may be required for the Services before the date on which the Services are to start; and will indemnify the Company against any Loss, damage or expense in respect of any failure by the Customer to comply with its obligations.
- 4.2 If the Company's (or its subcontractors) performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (or a failure to procure that a third party performs an obligation) (Customer Default):
- (a) the Company shall be entitled to rely on its rights and remedies set out in clause 9;
  - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (c) the Customer shall reimburse the Company on written demand for any costs or Loss sustained or incurred by the Company arising directly or indirectly from the Customer Default.
5. **DELIVERY OF GOODS**
- 5.1 Where the Company supplies Goods (whether as part of provision of Services or otherwise) then in all such Contracts, the Company shall deliver the Goods to the location set out in the agreed Order unless otherwise specified in writing by the Company.
- 5.2 If the Contract requires the Customer to take delivery of the goods at the Company's premises (or such other location as may have been specified by the Company) then:
- (a) for the purposes of this sub-clause 'the Goods' shall mean the whole or any instalment of the Goods and 'the collection date' shall mean the date on which the Goods are or will be ready for delivery; and
  - (b) the Company shall notify the Customer of the collection date and the Customer shall take delivery of the Goods within 5 days of the collection date.
- 5.3 Should the Company be delayed in or prevented from delivering the goods due to a failure of the Company's (or its sub-contractor's) computerised business or due to any cause beyond the reasonable control of the Company, the Company shall be at liberty to terminate the Contract without incurring any liability for any Loss or damage arising from such termination (but without prejudice in any such case to rights accrued to the Company in respect of deliveries already made).
- 5.4 Subject to any agreement in writing by the Company, the risk in the Goods which the Company agrees to supply shall pass to the Customer on the date such Goods are delivered or made available for collection (as the case may be). Title in the Goods shall pass when the Customer pays for the Goods in accordance with clause 8. Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery.
6. **SUPPLY OF THE SERVICES**
- 6.1 The Company shall provide the Services to the Customer using reasonable skill and care and in accordance with the Contract Specification in all material respects.
- 6.2 The Company shall use reasonable endeavours to meet any performance dates for the Services specified and agreed in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the services. The Company shall be entitled to defer provision of the services until any monies due from the Customer have been received.
- 6.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the quality of the services, and the Company shall notify the Customer in any such event.
- 6.4 If the Customer wishes to change the scope or execution of the Services, it shall submit details of the requested change to the Company in writing ("Change Request"), the Company shall, as soon as reasonably practicable after receiving the Change Request, provide a written estimate to the Customer setting out:
- (a) the likely time required to implement the proposed change;
  - (b) details of the impact which the proposed change will have on:
    - (i) the Services;
    - (ii) the Supplier's existing charges;
    - (iii) the timetable of the Services; and
    - (iv) any of the terms of this agreement.
- 6.5 Unless both parties consent to a Change Request, there shall be no change to the Services and any other terms of this Contract. If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties.
7. **QUOTATIONS AND PRICES**
- 7.1 The price for the Services shall be the price set out in the Company's written acknowledgment of the Order.
- 7.2 The Company shall be entitled to increase the price in the event of a variation of scope of work by the Customer or in the event of any Customer Default (as defined in clause 4.2).
- 7.3 Unless otherwise agreed in writing, the Company shall be entitled to increase its prices by giving notice to the Customer at any time before performance of the Services or delivery of the Goods to take account of any increase in the cost to the Company of purchasing any goods or materials or manufacturing, working on or supplying any goods or services (including, but not limited to, any such increase arising from any error or inadequacy or change to any Third Party Specification or any change in labour costs, taxes or insurance premiums) and such increased prices ruling at the date of supply of Services by the Company shall be substituted for the previous contract price.
- 7.4 The Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to delivery and installation costs and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 7.5 All prices are quoted are exclusive of VAT and the Customer shall pay any and all taxes, duties and other governmental charges payable in respect of the Services.
8. **CHARGES AND PAYMENT**
- 8.1 Where the Contract relates to the provision of Services, payment of the Deposit shall be made by the Customer to the Company in full in Pounds Sterling before any Services are rendered. Once payment has been received in full, the Company shall provide an estimated date for the commencement of the supply of the Services. The parties hereby agree that the Company's obligations under these Terms are wholly conditional upon such payment being made.
- 8.2 For the purposes of this clause:
- (a) 'the Goods' shall mean the whole or any instalment of the goods which the Company has agreed to supply;
  - (b) 'the relevant date' shall mean the date on which the invoice is dated; or
    - (i) the Company despatches the Goods; or
    - (ii) the Customer takes delivery of the Goods; or
    - (iii) the Company completes the provision of the Services; or
    - (iv) the Customer defaults; whichever shall first occur; and
  - (c) the Customer defaults if he:
    - (i) fails to provide an address for delivery as required by the contract or (if it is agreed that the Customer will take delivery at the Company's premises) he fails to take delivery in accordance with such agreement; or
    - (ii) prevent (or allow any other person to prevent) the Company (or its sub-contractor) from providing the Services (or any part thereof).
- 8.3 Unless otherwise specified in writing by the Company, payment of the price (or the balance of the price where a Deposit has been paid) shall be made by the Customer net cash in Pounds Sterling not later than 28 days after the relevant date notwithstanding that property in the Goods has not passed to the Customer.
- 8.4 The Company reserves the right to render interim accounts (which are payable in full within 28 days of issue of the invoice) on completion of stages of the Services. The interim payments shall be to the value of 50% of the works undertaken with the balance being payable on completion of the works.
- 8.5 Without prejudice to any other rights it may have, the Company reserves the right to charge an administration fee of £25 per occurrence together with interest at HSBC Bank plc base rate plus 4% or at the rate specified from time to time under the provisions of Late Payment of Commercial Debts (Interest) Act 1988 (whichever is the higher) on all overdue accounts and for the purposes of clauses 9 and 12 the full purchase price for the Services shall include all interest payable hereunder.
- 8.6 The Customer shall not in any circumstances





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be entitled to withhold payment for monies due whether as a means of setting of monies owed to it by the Company or otherwise. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer

8.7 The Customer shall pay to the Company an amount equal to any costs and expenses incurred (on a full indemnity basis) by the Company in recovering from the Customer any monies due and payable by the Customer to the Company and for the purposes of clauses 9 and 12 the full purchase price of the Services shall include all costs and expenses payable hereunder.

### 9. FAILURE TO PAY, CANCELLATION OR DEFERMENT

9.1 For the purposes of this clause 9 "an Intervening Event" shall be any of the following:

- (a) failure by the Customer to make any payment when it becomes due; or
  - (b) breach by the Customer of any of the Terms of the Contract (including the occurrence of a Customer Default); or
  - (c) the Customer suffers an Insolvency Event.
- 9.2 If there shall be an Intervening Event, the Company may within a reasonable time thereafter, defer or cancel any further provision of Services, stop any Goods in transit and treat the Contract as determined but without prejudice to its rights to the full purchase price for Services rendered or Goods (which shall become immediately due) and damages for any Loss suffered in consequence of such determination.

9.3 Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all Loss or damage resulting in the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a director of the Company.

9.4 Any costs or expenses incurred by the Company due to suspension or deferment of any Contract will be payable by the Customer forthwith on demand.

9.5 Without prejudice to the Company's other rights or remedies, the Company shall be entitled to suspend performance of the Services until the Customer remedies the Intervening Event, and to rely on the Intervening Event to relieve it from the performance of any of its obligations for a period of up to sixty days in the event an Intervening Event occurs. If the period of suspension reaches sixty days the Company shall either end the suspension or terminate the Contract.

### 10. LIMITATION OF LIABILITY

10.1 Nothing in these Terms shall limit or exclude the Company's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;

10.2 Subject to Clause 10.1:

- (a) the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of

profit, goodwill or business opportunity or any indirect or consequential loss arising under or in connection with the Contract; and

- (b) the Company's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed price paid for the goods and/or services under the agreed Order.

10.3 Any and all liability of the Company under or in connection with this Contract shall cease with the expiry of the Warranty Period specified in Clause 11.1.

10.4 The limitations and exclusions of liability applying to the contractor under this Contract shall likewise apply to the Company's directors, personnel, sub-contractors and sub-suppliers of any tier and their personnel.

### 11. WARRANTY

11.1 In relation to Services that are not Qualifying Services the Company shall as far as it is able pass on to the Customer the benefits of any Manufacturer's Warranties

11.2 In relation to Qualifying Services only and subject always to Clauses 11.3 and 11.4, the Company warrants that for up to a period of:

- a) 15 years in the case of galvanised steel structures;
- b) 10 years in the case of galvanised steel footed timber structures;
- c) 7 years in the case of robinia structures;
- d) 3 years in the case of oak structures;
- e) 3 years in the case of treated softwood timber structures;
- f) 3 years in the case of canopy panels and rubber mulch;
- g) 1 year in the case of high wear items, moving parts, slides and metal components moving parts (such as ropes, swings and bridges);
- h) 1 year in the case of waterplay;
- i) 1 year in the case of artificial grass; from the date of completion of the supply of the Services (inclusive) ("Warranty Period") the System shall be free from material defects in materials and workmanship. If the Company's inspection confirms any material defect in materials or workmanship in any part of the System, the Company shall at its sole discretion repair or replace the affected part of the System.

11.3 The parties acknowledge and agree that:

- (a) the Company and the Customer shall make a full inspection of the System upon completion;
- (b) the Customer shall notify the Company with a written notice containing full particulars of any defects and the circumstances in which defects occurred, within 30 days of completion of the installation of the System in the case of defects apparent upon inspection and in the case of defects not so apparent provide such notification within a reasonable time of discovery (in any event within the Warranty Period);
- (c) the Customer shall provide the Company with working access to examine the System without cost to the Company; and
- (d) the Customer shall take all appropriate steps to mitigate damage to the System caused by the defect; and
- (e) the Customer shall provide the Company with adequate time and opportunity in which to repair or replace any part of the defective Services; and
- (f) the Company's obligation shall be limited to repair or replacement of the affected part of the System and not the whole; and
- (g) the System is produced from natural materials containing a wide variety of colours, grain and character and any substitute materials used in any repair or replacement may affect the overall

appearance of System. The Customer accepts that the Company shall have no liability for any changes to the overall appearance of System provided that the changes do not affect the function of the System as a whole.

11.4 The Company shall not be liable for the any defect in the System if:

- (a) the defect arises because the Customer failed to follow the instructions set out in Company's user guide (including those instructions relating to care and servicing of the System);
- (b) the customer has failed to commission a post installation inspection and the subsequent annual inspection for every year of the structures life by a registered and certificated RPII inspector and submit the report to the Company;
- (c) the customer is unable to submit records of a regular maintenance schedule of a satisfactory standard as outlined in the maintenance documentation.
- (d) the defect arises as a result of the Company following any Third Party Specification;
- (e) the Customer or a third party alters, moves or repairs the product of the Services;
- (f) the defect is as a result of fair wear and tear, vandalism, wilful or malicious damage, negligence, Force Majeure Events, subsidence and underground movement, accidental damage or damage caused by animals;
- (g) the defect relates to a timber split or an imperfection in timber that does not affect the timber's structural strength. Timber is a natural material which will continue to adapt to conditions and therefore it is expected that some cracks, shakes and knots will occur.
- (h) the System has been subjected to improper or unintended use (including usage by individuals outside the recommended age range or unauthorised individuals), accident or improper maintenance by the Customer or a third party;
- (i) the Customer prevents the Company from remedying the defect.
- (j) such Services are not Qualifying Services or the defect relates to a product which comes with the benefit of a Manufacturers Warranty, in which instance, the Company's only obligation shall be to, insofar as it is able, to pass on the benefit of the Manufacturer's Warranty in accordance with clause 11.1.

11.5 The repair or replacement of defective goods during the Warranty Period in accordance with Clause 11.1 shall not as regards to such goods extend the period of warranty therein provided.

11.6 The Customer's remedies under this clause shall be in place and to the exclusion of any other remedy to the Customer in relation to the defects (including latent defects) in the Services and any Goods including damage arising therefrom (whether the claims are based in contract, tort, negligence, indemnity or any other legal theory whatsoever). Any and all other warranties, terms and conditions, express or implied which may have otherwise applied in relation to such matter are excluded to the extent allowed under law.

11.7 Where the Company repairs or re-supplies Services in accordance with the foregoing provisions of this Clause 11 or otherwise, any time specified for delivery shall be extended for such period as the Company may reasonably require.]

### 12. RETENTION OF TITLE

Upon delivery of any Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company and the Company shall have cleared funds for the full purchase price of all Goods, whether under the Contract or





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otherwise. Until this time the Company shall be entitled to recover the Goods or any part thereof and, for the purpose of exercising such rights, the Customer hereby grants a licence to the Company its employees and agents (together with appropriate transport) to enter upon the Customer's premises and any other location where the Goods are situated and remove the Goods. No failure by the Company to enforce strict compliance by the Customer with this provision shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under this clause.

### 13. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing by the Company any and all intellectual property rights in the Services, any Goods and in any tooling and in any drawings of other documentation supplied or produced by the Company shall vest in and remain vested in the Company, the Customer agrees to execute any documents the Company deems necessary to give effect to this clause.

### 14. TOOLING

All tooling purchased or produced by the Company for the Contract shall be and remain the property of the Company unless otherwise agreed in writing, notwithstanding that the Customer may have made payment or part payment thereof.

### 15. CONFIDENTIALITY

- 15.1 The Customer agrees that it and its employees and agents will keep confidential all confidential information (including drawings and designs) supplied by the Company and will not use, copy or reproduce the same save as permitted pursuant to clause 15.2 and as specifically authorised by the Company in writing.
- 15.2 The Customer may disclose the Company's confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Customer may also disclose such of the Company's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 15 shall survive termination of the Contract.

### 16. USE AND SAFE HANDLING

The Customer warrants that it will pass on to all third parties to whom it may supply the goods

or any of them all information as to the use and safe handling of such goods as may have been provided to the Customer by the Company.

### 17. LAW AND JURISDICTION

The proper law of all Contracts shall be English law which shall govern in all respects the construction and effect of such Contracts and of these Terms. The Customer agrees that in the event of any dispute arising out of the Contract or the performance thereof he will submit to the jurisdiction of the English Courts.

### 18. FORCE MAJEURE

20.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A 'Force Majeure Event' means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

20.2 Where the Company is delayed due to a Force Majeure Event in accordance with this Clause 20 any time specified for delivery of the goods or performance of the services shall be extended for such period as the Company may reasonably require.

### 19. ASSIGNMENT

- 19.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 19.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

### 20. NOTICES

20.1 Any notice or other communication given to a party under or in connection with this Contract

shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.

20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered address of the parties; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

20.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 21. SEVERANCE

21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

21.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 22. WAIVER

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 23. THIRD PARTIES

A person who is not a party to the Contract shall not have any rights to enforce its terms.

### TERMS OF SALE AGREEMENT.

Having read and understood Infinite Playground's Terms of Sale, if you would like to proceed with your order please sign and date below to confirm this agreement then return this page to us either by e-mail or by post.

By Post: Infinite Playgrounds,  
Unit 7E, Westmorland Road,  
North Shields, Tyne and Wear. NE29 8TB

By E-mail: [info@infiniteplaygrounds.co.uk](mailto:info@infiniteplaygrounds.co.uk)

YOUR NAME:

SIGNATURE:

TODAY'S DATE: