

1. Guarantee Terms

- 1.1 Unless otherwise stated below, equipment (or “goods”) produced/supplied by this company carries a standard 2-Year guarantee. Parts that will wear from movement carry a standard 2-Year guarantee – see section 11.7 for further information.
- 1.1.1 Timber play equipment manufactured by this company carries a conditional 15-Year Guarantee against rot and infestation. Timber upright poles/posts – when installed with Steel Feet – carry a conditional 20-Year guarantee against rot & infestation. This does not cover trimmer damage nor cracking/splitting below 11mm width caused by natural timber shrinkage.
- 1.1.2 Recycled Plastic play equipment manufactured by this company carries a conditional 30-Year Guarantee against rot and decay. Recycled Plastic is produced from segregated waste plastic that includes plastic bottles & containers, aluminium cans, and other recyclable waste. Our material supplier endeavours to remove as much non-plastic contamination as possible from its input material but occasionally small pieces of metal foil can be incorporated in the finished product. There is a wide variety of different plastics which are reprocessed within the recycling process. Different plastics melt at different temperatures but in order to maintain consistent strength and rigidity, these are processed at a consistent temperature. For this reason, some products will have evidence of small pieces of non-melt plastic which can be of different colours to the main profile. This does not affect the integrity or strength of the product.
- 1.1.3 Play Equipment manufactured by this company carries a conditional 5-Year Guarantee against workmanship & structural failure. This does not include some of the wearable items.
- 1.1.4 The conditional guarantees, stated above, are only valid if the play equipment is inspected & maintained annually by an industry-approved accredited playground inspector and copies of the inspections are available for us to consider, should an issue arise regarding play equipment deterioration. Not all inspection companies check items such as top-bars on Climbing Frames, Swings, Aerial Runways, etc - and any items that have not been checked annually will not be covered by the guarantees stated above. Any remedial works should be carried out by PlayQuest and any replacement parts/components should be replaced with PlayQuest parts/components.
- 1.1.5 The guarantee includes free replacement pole(s) where required - however charges to install the replacement items (including removal of the faulty parts if needed) will apply.
- 1.1.6 We reserve the right to tailor guarantees for goods supplied by this company, which supersede any guarantees stated in this document, and must be put in writing, clearly stating terms, on our customer order form (or “contract”).
- 1.2 Safety surfaces (or “surfacing”) installed by this company are guaranteed as follows:
- 1.2.1 Grass Mats are guaranteed for 5-Years - on product & installation only. Discolouration and degradation due to fair Wear & Tear is not covered, neither is any damage caused by mowing.
- 1.2.2 Wetpour is guaranteed for 3-Years. Discolouration and colour degradation of the rubber are NOT covered within the warranty given on Wetpour. This applies to both degradation caused by normal Wear & Tear and UV degradation. Does not cover shrinkage at edge profile whether grass, tarmac, concrete, timber or existing safety surfaces.
- 1.2.3 PlayBond is guaranteed for 5-Years. Discolouration and colour degradation of the rubber are NOT covered within this warranty. This applies to degradation caused by normal Wear & Tear and UV degradation. If not re-coated within a maintenance program, Carbon Black from the original tyres may leave carbon marks on users. The warranty does not cover any issues caused to PlayBond due to ground saturation/displacement (after installation) if groundworks have not been provided/installed beforehand. PlayBond needs to be installed on ground with GOOD drainage - customer is to confirm whether the ground has good drainage. Minor dislodging of rubber shred or ‘fretting’ of the surface is normal and isn’t covered under warranty. Does not cover shrinkage at edge profile whether grass, tarmac, concrete, timber or existing safety surfaces. *PlayBond needs 3 full days to cure post-installation and the area should ideally not be used until the PlayBond is fully cured.*
- 1.2.4 Loose-fill surfaces, by their very nature, cannot be guaranteed.
- 1.2.5 Any safer surfacing is also not guaranteed against ground movement, general wear and tear, forces of nature or force majeure.
- 1.2.6 Safer surfacing must be maintained and cared for as per our ‘Aftercare & Maintenance Guide’ & any repairs must only be carried out by this company.
- 1.3 Guarantee date commences at completion of works by this company, or in the case of supply only contract, at the time the goods are received in good condition and in full by the client.
- 1.4 Any guarantees applying to goods sold by this company are only valid if:
- 1.4.1 *the proper care and maintenance of the goods is carried out to the manufacturer’s recommendations; and*
- 1.4.2 *the goods are not in any way accidentally or deliberately abused, mis-used or vandalised; and*
- 1.4.3 *the goods are not used by persons for whom the equipment was not intended; and*
- 1.4.4 *all reasonable care is taken to prevent damage to the equipment; and*
- 1.4.5 *the goods are not modified or tampered with in any way by anyone not authorised by the company; and*
- 1.4.6 *the goods are installed, where applicable, by this company or an authorised agent for this company and inspected by this company and assessed as “fit for use”.*
- 1.5 The client should at all times maintain a responsible attitude towards equipment with respect to ongoing inspection of equipment in line with recommendations outlined by the British Standards Institution (BS EN1176 & 1177.), RoSPA and any other body who have advised on day-to-day monitoring of play equipment which has been installed on a permanent basis. Any faults or defects should be reported to the company at once, and equipment should be put out of commission until faults have been rectified by the company. Upon receipt of full payment, PlayQuest shall issue our *Operators Inspection Form* which should be put into operation.
- 1.6 Equipment which has been put out of commission for a period owing to product failure, due to manufacturing or installation failure that is proven to be our responsibility, will have its guarantee extended to compensate for the period of none-use.
- 1.7 The company reserves the right to make a charge for any repairs or call out time involved where product failure is not covered by the guarantee terms as set out in this document (especially points 1.4 – 1.6). These charges will be the same as shown in point 9.3.
- 1.8 All responsibilities toward goods and equipment cease upon termination of the guarantee period.
- 1.9 These guarantees are applicable to goods supplied after the revision date of this document and before the next revision.

2. Safety

- PlayQuest endeavours to comply with current standards. Our operatives receive on-going training through recognised professional bodies. Our equipment has been regularly inspected by RoSPA, and changes made when agreed upon. However, some controversy exists over issues concerning play equipment, and agreed interpretations are issued from the British Standards Institution on a regular basis. To the forefront in matters of establishing a safe play environment is the method of ‘Risk Assessment’. Provided that our equipment is installed in a suitable environment, all of our equipment would be deemed ‘low risk’ (‘medium risk’ at worst). It is our understanding that this should be the goal of all play providers, therefore the following applies to any equipment sold by this company; -
- 2.1 British Standards. As active members of the API (Association of Play Industries) we manufacture and install play areas to conform to BS EN 1176 & 1177 as interpreted by this company, making changes when notified by the API as the standards progress. We also worked closely with RoSPA to verify the equipment is installed as low-risk to BSEN 1176 & 1177. BSEN 1176 & 1177 are complex standards. Strict compliance may in some cases be overly restrictive, and even increase risk. Where this is so PlayQuest have chosen a lower risk method over strict compliance. Customers requiring strict compliance to BSEN 1176 & 1177 should be specific in requesting this and it will be clearly written into the contract to avoid any confusion.
- 2.2 In circumstances where the company agrees to install equipment which does not conform as low-risk to the British Standard BSEN 1176, the customer will entirely bear the responsibility for this decision, and will have no claim against the company in the event of an accident. The insurers of this company will only accept liability if this company adheres to these safety standards as and where they are seen to apply.
- 2.3 The equipment designed and manufactured by this company is not suitable for universal usage. It is “Adventure Play Equipment” and as such by its very nature carries an inherent risk of injury. This is reduced by responsible design, installation and usage.
- 2.3.1 This company does not generally recommend some of our equipment to be suitable for children of seven years and under, (e.g. Fitness Equipment).
- 2.3.2 Equipment contracted for children under 7 years, should not in any circumstances be used by children who are unsupervised by a responsible adult. Any decision to offer any of our equipment for use in an unsupervised setting, will be the sole responsibility of the customer, who becomes the play area provider from the time of installation onwards. Equally this company will not accept responsibility for injury, authorised usage, or misuse of equipment, by anybody.

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- 2.3.3 The purchaser should provide all that is required to limit the use of the equipment including necessary signage and restrictive fencing to prevent the use of equipment by persons for whom it is neither suitable nor intended for.
- 2.4 The customer is advised to ensure that they are covered by their insurers as to injuries and actions which may be brought against them as a result of the general usage of the play area.
- 2.5 The customer should have in force the program for ensuring that the equipment in the play area is **REGULARLY MONITORED**. It is the customers responsibility to use the *Operators Inspectors Form* in line with the standards set out by the British Standards Institution (BSEN 1176 & 1177). Any faults observed should be immediately dealt with by decommissioning the offending apparatus, until repairs have been executed. If the equipment is under guarantee or shows signs of negligence on behalf of this company beyond the term of guarantee, this matter should immediately be reported to us.

3. General

- 3.1 It is considered by some authorities that the type of equipment produced by the company cannot always be measured against BSEN 1176. However it is the policy of this company to apply where possible those points contained in BSEN 1176 as they can be seen to apply.

4. Payment

- 4.1 All equipment supplied by this company remains its property until it has been paid for in full, by the customer according to the terms of the contract. The company reserves the right to repossess any equipment which is not paid for in full. This will include situations in which part payment has been received, but the balance of payment remains outstanding. The company in this circumstance reserves the right to repossess the whole, or to sell on to a third party all equipment, in order to recover the outstanding monies owed, including legal and administrative costs and interest on monies owed.
- 4.2 Should the repossession and sale of the equipment as outlined above fail to realise the full extent of the debt, the company reserves the right to pursue the balance through whatever means. It is logical that the customer should realise that the resale value of the equipment will be only a fraction of its value at time of first sale, because the equipment is purpose-built and very difficult to remove.
- 4.3 The customer has no right whatsoever to sell on any of the equipment sited, unless:- a. All equipment has been paid for in full according to the terms of the contract. b. The customer has obtained permission to do such (in writing), by this company. Any attempt to do so will be considered to be in breach of The 1978 Theft Act, and will be treated accordingly.
- 4.4 Payments not received on time by this company will be liable to the following additional costs:-
 - a. Statutory Late Payment & Interest Charges, under *The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002*. These at present are a one off fee + Interest at 8% above Bank of England base rate. Should this company have incurred other financial penalties as a result of the customer non-payment to us this will also be passed on to the customer.
 - b. Administrative charges. In the case of our directors involvement these will be charged at no less than £50.00 per hour.
 - c. All legal costs, incurred by this company in recovering the debt.
 - d. Other cost involved in recovering the debt.
- 4.5 The customer has no rights whatsoever to interfere with the equipment in any way, which may damage its potential resale value, unless the equipment has been paid for in full. No matter what the circumstances it shall not be removed in part or in full without the permission of the company.
- 4.6 The company reserves all rights to repossess equipment either directly or through a third party, without making good the damage done to the site through the removal of such, as this would only incur further costs to the company. The customer in signing any contract with this company agrees not to interfere with a walk on repossession arrangement in case of default of payment as outlined elsewhere in this document.

5. Limited Companies, PLC's

- 5.1 This company will not do business with Limited Companies, PLC's, unless the following conditions apply:
 - a. The person or persons signing the contract will become personally liable for the debt. This will mean that the person signing will personally guarantee the payments in case of default by the Limited Company, (PLC.).
 - b. The person signing on behalf of the Limited Company (PLC.) will provide evidence prior to installation that the funds are available and set aside for payment. This may involve appointing a trustee. Also a deposit will be required prior to the commencement of works. Failure to meet with the conditions outlined above, will invalidate the contract.
 - c. Any persons entering into a contractual agreement with this company on behalf of a Limited Company or PLC., will supply full details of the company's name as registered at Companies House, the position or title of the person signing, and will need to be clearly presented as a supplementary part of the contract.
 - d. References regarding a company's financial standing or credibility will be supplied at the request of this company, if deemed to be necessary, prior to commencement of works.

6. Other Companies, Individual Traders or Partnerships

- 6.1 Any person entering into a contractual agreement with this company, will make themselves , personally responsible for the debt. By signing a contract with this company they are acknowledging the fact that this company will act with all the legal means at its disposal to recover Monies owed to it according to the contract. This often involves a person's personal belongings or privately owned property.

7. Complaints

- 7.1 By signing a contract the customer acknowledges that any complaint against this company does not give the customer a right to withhold payment. Upon a project having been signed off onsite as complete and satisfactory by the customer, then payment will be due within 14 days of date of the invoice, unless agreed otherwise. Valid complaints against the goods purchased from this company shall be dealt with as a separate matter and will be presented by the customer in writing. In turn this company agrees to deal with any complaint promptly and fairly.
- 7.2 In the case of an unresolved dispute, the customer agrees to have the matter resolved by arbitration. An arbitrator most likely to be familiar with the nature of the complaint will be appointed. The person appointed will be seen to be wholly impartial, and will if necessary be appointed by a disinterested third party. The two sides will agree in advance to abide by the decision of the arbitrator, whose costs will be met to reflect the balance of his decision. The arbitrator will be instructed to be balanced in his decisions, to take the opinions of both sides on board, and to reach a position of compromise (a proportioned judgement), if he should feel that this is the fairest decision. Both parties must abide by the decision of the arbitrator and act on these decisions immediately. An agreement signed by both sides will be made prior to arbitration commencing.
- 7.3 Complaints regarding play equipment/safer surfaces/markings, etc will not be valid beyond the guarantee period stated.
- 7.4 The company reserves the right to replace equipment or to make a refund to the customer of payments made.

8. Planning

- 8.1 The choice of siting of the equipment is solely the responsibility of the customer and the customer will be held fully responsible for any damage to underground cables or pipes due to the installation of the equipment.
- 8.2 Planning Permission. The obtaining of Planning Permission for the siting of equipment, as it may be deemed to be required by any local planning authority, is solely the responsibility of the customer. This company will act on instruction of the customer, and will not be in any way held responsible if a planning dispute occurs.

9. Delivery, Installation and Cancellation

- 9.1 Delivery & installation shall be at our convenience. We will try to programme our installations to suit our customers but this may not always be possible.
- 9.2 For installations we will give the customer as much notice as possible, but due to the nature of our work this may only be a short time.
- 9.3 Should the customer be unable to take delivery of goods or allow delivery and installation or if the site is unsuitable for installation of equipment then the customer will be liable to pay delivery charges. If this charge has not been previously agreed then it will be charged at £200 + Vat per man in our delivery/ installation team & £3 + Vat per mile per vehicle from our base (North Wales) to the customers delivery/installation address.
- 9.4 The customer must give at least 14 days' notice to cancel any orders, otherwise a charge will apply to recover our costs, if any.
- 9.5 We cannot be held responsible for circumstances beyond our control (weather, force-majeure, etc) which can alter deliveries/installations.

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10. Important Information Which Affects All Pricing Throughout Our Catalogues & Price Lists

- 10.1 All prices are exclusive of V.A.T. (charged at 20%) unless otherwise stated.
- 10.2 Prices within our catalogues are a guide, made as accurately as possible, but can be subject to variation.
- 10.3 Unless stated otherwise, prices are subject to delivery and installation charges which will vary depending on the following criteria:-
- Distance of installation from our home base.*
 - Condition of site (Ground condition, Accessibility etc).*
 - Amount of equipment to be ordered.*
 - Seasonal offers.*
 - Whether customer can offer our operatives food and/or accommodation, during period of installation.*
 - Flexibility, e.g. if a playground is ordered whilst we are working in a particular area, obvious savings can be made, which will be passed on to the customer.*
- 10.4 Equipment ordered directly from the catalogue, without the requirement for the involvement of sales personnel, will generally be subject to some discount. Generally a site visit only will be required for measuring, discussing layout etc (although this is not absolutely necessary).
- 10.5 This company retains the right to make offers, reductions, or price increases.
- 10.6 This company reserves the right to refuse sale of any products to anyone.

11. General Product Information.

11.1 Recycled Plastic

Not all our adventure playground equipment can be made from environmentally friendly recycled plastic. If a product can be made from Recycled Plastic then there will generally be a Recycled Plastic price in our price list. Alternatively you can look for our recycled plastic logo on the products pages on our website. Generally, products manufactured from recycled plastic should have a life expectancy of 50+ years with minimal maintenance required. For more information on Recycled plastic, please see page 1 above, visit our website (www.playquest.co.uk) or give us a call to request further information. The Recycled Plastic will expand in the heat and contract again when it cools. This may result in some fixings needing to be re-tightened. Recycled plastic lumber is suitable for a wide range of external applications in place of traditional timber & steel. It is 100% plastic and therefore it does not behave exactly like any of these traditional products.

11.2 Timbers

PlayQuest has gone to much endeavour to supply the best timber available for rustic play equipment. With this in mind, we now offer our range of equipment (with few exceptions) manufactured from machine rounded or planed square-edged Radiata & UK Pine (with the exception of walkways, which are manufactured from sawn timber for anti-slip). This is pressure impregnated, treated timber with a life expectancy of up to twenty years. This treatment is against insect attack or fungal decay. It should be noted, however, that in spite of seasoning and timber selection, all timbers will develop some air cracking which will occur as the timber dries. No play company can guarantee completely against such, this is the nature of timber, but we attempt to purchase timbers which have had a proper drying period in order to keep air cracks to a minimum. Air cracking will normally have ceased expanding after a single summer has passed. Timber will expand in the heat and contract again when it cools. This may result in some fixings needing to be re-tightened.

These timbers are FSC certified and have a high strength-to-weight ratio.

All timbers will benefit from regular timber care and re-treating with preservative - equipment which has not been treated for a period will be more susceptible to rot and decay. With all timbers, the area most susceptible to rot is where the timber meets the ground, but this is not the only area where timbers can rot/decay. With this in mind, your maintenance program should allow for timber treatment.

11.3 Fabrications

All fabrications, as well as any other steelworks, are produced to a very high specification by fabricators contracted by this company. All are designed to be able to function to specifications well beyond normal requirements. All are finished with a hot or cold anti corrosion treatment, or may be epoxy coated.

11.4 Fixings

All fixings and fittings are either Bright Zinc Plated or Galvanised. Where possible, fixings are recessed and covered with a plastic 'bung' as a tamper resisting method. Nylon-insert nuts are also used to prevent tampering, (without the use of specialist tools). Fixings and fittings carry a 5-year warranty against structural failure.

11.5 Chainwork

Chainwork is made from 8mm short link sherardised chain. (Shrink wrapped plastic sheathed chain may be available upon request.) All sherardised chainwork carries a 5-year warranty against structural failure.

11.6 Rope-Work and Netting

Two types of rope-work and netting are available. 1) Polypropylene Nets - 18mm knotted rope to form squares, secured with 12mm BZP eyebolts. 2) Combination Nets - 16mm Steel reinforced rope with solid plastic or aluminium fittings, secured with 12mm plated compression stud fittings. Ropes- 16mm Steel reinforced rope with plastic climbing blocks. Our Steel reinforced ropes and nets carry a 5-year warranty against structural failure. This does not include any fraying of the ropes/nets due to normal usage and fair wear & tear.

11.7 Wearable Parts/Fixings

Any parts/fixings that are deemed as 'wearable' in their normal use - slides, cableway wires, cableway trolleys, swing seats (including basket seats), swing hangers, any rotating bearings and shackles, etc - carry a 2-year warranty. This does not include fair wear and tear to these items.

11.8 HDPE Panels

All plain HDPE Panels carry a 10-year warranty on defects arising from manufacturing. This does not cover colour fading.

11.9 HDPE Interactive Game Panels

Interactive Game Panels carry a 5-year guarantee on mechanical failure on the moving parts due to faulty workmanship or material defects. This does not cover colour fading.

12. Surfacing

PlayQuest offer many types of safer surfacing, for supply only or installed, all complying to BS EN 1177.

13. Bespoke Equipment, design and copyright

This company prides itself in its ability to design, manufacture and install adventure playground equipment. Any bespoke equipment designed by the company, or equipment modified or specifically designed for the client will remain the property of the company. Our designs may not be shown to anyone not directly involved with the purchase of the design or any 3rd party. If this design is not purchased from the company, but is imitated and installed by another company, then we will charge the client for the design at £35 per hour.

14. Insurance

This company has ten million pounds Public & Products Liability Insurance in force. Additional insurance cover is available upon request, at additional cost. Copies of our insurance certificates are available upon request.

Maintenance and Inspection of Play Equipment.

It is the responsibility of Play Companies to assist clients in ensuring that existing play areas are kept in serviceable condition. All regulating bodies see the need not only to install to safe standards but also to see to it that the same standards are adhered to throughout the entire period of use of the equipment. Products will only continue to function safely if they are properly inspected and maintained. At times standards will change and it is necessary to be aware of such changes and apply recommendations as they can be seen to apply to each play item. Inspection is the responsibility of the play area owner (play provider), and a proper programme of inspection should be in operation. The responsibility is to ensure that the equipment functions safely in order to minimise the risk of injury. In house policies will include regular inspection. Inspections range from daily visual inspections to far more thoroughly conducted annual inspections. Annual inspection will normally be coupled to essential maintenance and possibly some up grading. Insurers will expect equipment to be properly maintained and may insist in annual certification. There may be serious consequences involved if sensible practices are not implemented. With this in mind, PlayQuest offer an Annual Inspection package.

Annual Inspection offered by this company.

Our Inspection Packages include a visual inspection of all play items – to check for rot (if applicable) and also for movement in the ground - and will also consider the condition of the play area as a whole. It will also include a visual inspection of any current safe surfacing, fencing, etc. The inspection is designed to ensure that subsequent maintenance works (if required) render the equipment safe for use. Whilst it may not be possible to bring the play area up to exact current standards for economic or technical reasons, the objective is to leave the area in a safe condition or to advise the client of areas of concern. It may be necessary at this time to advise on the removal or isolation of more dangerous items. Should it be possible to render the equipment safe for use a safety certificate will be provided.

A report will be issued which will include the following information:

Inspection Report Overview: This will confirm the name of the site where the inspection was carried out, the date of the inspection, as well as the overall Risk Assessment of the play equipment and safer surfacing. If there was any play equipment that could not be inspected for whatever reason, this will be noted, along with any recommendations to improve/upgrade the play area.

A report on each item/piece of play equipment: This includes comments regarding the condition of the main structure and the condition of any component parts (fixings), Comments regarding any safer surfacing, and overall Risk Assessment of that individual item/piece of equipment.

A list of Minimum Maintenance Required: In most instances some minimum maintenance can be carried out during the inspection. Any works that cannot be done during the inspection can be quoted for separately.

Our Recommendations to Improve/Upgrade: This will be our advice/recommendations on how we feel your play area / play equipment can be improved. (Note: Photographs are taken of the equipment and surroundings for our records, which are available upon request.)

A New Operators Inspection Form will be issued.

Pricing

The accompanying letter includes details of the fee for this service - the price for the **INSPECTION SERVICE** is £300.00 + Vat.

Note - if larger remedial works are required and we need to quote for these works - then the amount you have paid for the Inspection (e.g. £300 + Vat) will be **discounted off** the total price for the remedial works - normally off the Delivery and Installation cost for these remedial works.

The contract should be returned ASAP to allow us to allocate a space within our maintenance programme. The contract may be issued quite some time ahead of works, but it is still essential to return it AT ONCE - failure to do so will often lead to later disappointment as we operate a very tightly controlled programme. ***It will be judged that the contract is not required if not returned within 14 days of issue.*** A maintenance contract is essential if at any time emergency works are seen to be required. (Such works normally become part of a separate contract). Only new parts or works enjoy the benefit of extended guarantee terms unless agreed upon by prior arrangement. If you do not wish to come under our maintenance program, please inform us immediately.

On acceptance of contract, we will firstly contact the person responsible for safe operation for 2 reasons; -

1. To agree an acceptable date and time for the visit.
2. To ascertain the current condition of the facilities, so that we can bring any major replacement parts with us on the day of the visit, if necessary. This may reduce the need for a second visit and reduce the costs in replacing major parts.

Any current photos of the equipment & area that can be returned with the contact will greatly aid us in offering this professional service.

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