

PLAYTIME BY EDEN LTD

TERMS AND CONDITIONS

APPLICATION AND ENTIRE AGREEMENT:

1. These Terms and Conditions will apply to the purchase of the Goods detailed in our quotation (**Goods**) by the buyer (**you** or **Customer**) from Playtime by Eden Ltd a company registered in England and Wales under number 11985664 whose registered office is at 12 Heaton Court, Scarisbrick, L40 8HS (**we** or **us** or **Supplier**).
2. These Terms and Conditions will be deemed to have been accepted by you when you place an order online or accept a quotation from us and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

INTERPRETATION

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

GOODS

7. The description of the Goods is set out on our website, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us.
8. All products are made bespoke to order and descriptions of the Goods set out in our website are intended as a guide only. Where dimensions are provided, they are approximate and are subject to change or variation during our manufacturing process.
9. We can make any changes to the specification of the Goods without notice which are required to conform to any applicable safety or other statutory or regulatory requirements or as part of our continuous improvement process.

PRICING

10. We reserve the right, at any time, to increase the price of our Goods and/or services, including installation and delivery costs, in the event of any variation in the cost to ourselves in supplying the same, or any part thereof, caused by any reason whatsoever beyond our control.
11. The quotation (including any non-standard price negotiated) is valid for a period of 7 days only from the date shown on it unless expressly withdrawn by us at an earlier time.

DISCOUNTS

12. Discounts and voucher codes may be offered from time to time. These cannot be applied retrospectively and are normally time limited.

PRODUCTION LEAD TIMES

13. Production lead times are calculated from the date of receipt of payment. Lead times can change on a daily basis dependent upon our order book.

INSTALLATION DATES:

14. Playtime by Eden will endeavour to meet all planned installation dates, however, other factors outside our control such as adverse weather conditions, delivery company availability and equipment/material deliveries may affect this. LAD's will not be accepted as a result of non-completion.

DESIGNS

15. Playtime by Eden design, manufacture and install bespoke furniture and equipment which is made to order. No conformity to standards is implied. You must ensure that the item(s) meet(s) your requirements. You must risk assess the equipment before first use and on an ongoing basis.

DESIGN VISUALS, SAMPLES & PLANS

16. Design visuals and layouts are for illustrative purposes only.
17. Any samples, plans, briefs, surveys, drawings, 3D designs, descriptive matter or advertising issued by Playtime by Eden including illustrations or descriptions contained in catalogues, brochures and on our website and social media are for the sole purpose of giving an approximate idea of the services and/or Goods described in them and shall not form part of a Contract or have any contractual force.

PHOTOGRAPHIC EXAMPLES

18. Photographic examples provided in catalogues, brochures and on our website and social media are for the sole purpose of giving an approximate idea of the services

and/or Goods described in them and shall not form part of a Contract or have any contractual force. They are not intended to be like for like examples.

PAYMENT TERMS

19. 100% payment is required at point of Order Acceptance and prior to manufacturing commencing.
20. All payments must be made in British Pounds.

ORDER ACCEPTANCE

21. Order acceptance will take place once our invoice for payment has been issued and payment has been made to us by the customer.
22. For schools ordering by purchase order, order acceptance will take place on receipt of your purchase order.
23. Either of us can cancel the order for any reason prior to your order acceptance.

CANCELLATION AND ALTERATION AFTER ORDER ACCEPTANCE AND PRIOR TO DELIVERY OR INSTALLATION DATE BEING CONFIRMED

24. Once order acceptance has taken place your item will be put into production.
25. Should you wish to cancel all or part of your order prior to a delivery or installation date being confirmed by us, we will, at our discretion, refund 20% of the order value. Please note this does not apply to products designed or modified by us to your specifications (including annotated signs).
26. Once a delivery or installation date has been confirmed by us your order cannot be cancelled.

DELIVERY

27. Goods with free delivery will be delivered by courier by package or pallet.
28. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
29. Delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.
30. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to,

transportation, storage and insurance; and / or make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery.

31. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
32. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
33. All items will be delivered directly to your carpark or unloading location. Please inform us at point of order if there is not available parking for a large delivery vehicle and room to leave the item(s) for you to then move and locate within your outdoor area so we can provide you with an updated quotation.
34. For most items you will need a minimum of two strong and able people to carry and place the products in your setting. However, please check individual items descriptions for more details. If you are unsure whether you will be able to move the items to their final destination, please contact us before ordering or consider our assisted delivery service

MISSED OR DELAYED DELIVERY

35. We will always endeavour to deliver on time but will not be liable to Buyers in the event of missed or delayed delivery dates.

INSPECTION AND ACCEPTANCE OF GOODS

36. You must inspect the Goods on delivery or collection from our workshop.
37. If you identify any damages or shortages, you must inform us in writing within 24 hours of delivery, providing details and photographs.
38. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
39. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
40. We will be under no liability or further obligation in relation to the Goods if you fail to provide notice as set above; and/or you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or the defect arises because you did not follow our oral or written instructions about the

storage, commissioning, installation, use and maintenance of the Goods; and/or the defect arises from normal wear and tear of the Goods; and/or the defect arises from misuse or alteration of the Goods, negligence, willful damage or any other act by you, your employees or agents or any third parties.

41. You bear the risk and cost of returning the Goods.
42. Before sending any item back to us please contact us on 01704 566949. This will ensure that we are expecting the return and that your refund is dealt with promptly.
43. We will be unable to issue credits for items that we do not receive. We are unable to exchange items that are not damaged, defective or incorrect.
44. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 24 hours after delivery.

RISK AND TITLE

45. The risk and title of the Goods will pass to you on delivery to site or from collection from our workshop.

COST OF INSTALLATION SERVICE

46. If you have ordered a product or products requiring installation by us a cost estimate is provided at checkout and we will contact you following check out to confirm the cost of this service. The cost of the installation service is in part based on the site assumptions set out below.
47. Note that there a small number of items on our website which require installation or assembly by yourselves. Where this is the case, this is marked in the product description.

ASSUMPTIONS ON SITE

48. Where installation is to carried out by us the installation is in part informed by the site assumptions set out below. Please inform us at quotation stage if any different so we can provide you with an updated quotation.

ACCESS

49. There is unlimited access to site between 7am and 7pm on the day of install.
50. There is access for delivery and unloading of materials by Luton style box van (3.5 tonne) and trailer directly in to the installation area. It is your responsibility to inform us if this is not possible. We reserve the right to charge for additional costs incurred due to site delivery restrictions.

51. It is Your responsibility to ensure clear and suitable access for all deliveries and collections. Access to site should be clear. Please inform Playtime by Eden at quotation stage if access to site is not clear e.g. if it is via steps, through a building or other obstacles are in the way.

BAD ACCESS

52. Please advise of bad access at time of quotation. Charges may apply if unknown.

PARKING / UNLOADING

53. The price is based on free parking being available for our vans and trailers. Please advise if parking is an issue. Additional charging may apply if free parking is not available.

54. We ask that you reserve us parking spaces for our installation as close as possible to the install site. Please inform us at quotation stage if this is not possible.

SITE CLEARANCE

55. The installation area should be free and clear of obstacles, including rubbish, debris or aggregate. It is your responsibility to remove any existing equipment within our install site.

WELFARE FACILITIES

56. It is Your responsibility to inform us if Welfare facilities are not available either onsite or nearby at the quotation stage. Playtime by Eden can provide Welfare facilities where required this will be chargeable.

INDUCTION

57. If an induction is required for our staff please inform us at quotation stage.

CREDENTIALS

58. You will make Playtime by Eden aware at quotation stage if any credentials are required e.g. DBS numbers.

POLICIES AND PROCEDURES

59. You will make Playtime by Eden aware of any policies and procedures that our team are required to adhere to at quotation stage. Please advise on your policy regarding use of mobile phones for contractors on your premises.

60. Our teams are fully briefed on our own Health & Safety protocols at work, but we ask that you also ensure they are aware of any special procedures you have which

need to be adhered to and also are made aware of the school's emergency procedures and types of alarm.

SKIPS

61. Our quotation does not include the provision for a skip and you are responsible for the removal and disposal of site waste.
62. If you would like us to include a provision for a site skip as part of our quotation, please inform us at quotation stage.

EXISTING STRUCTURES AND SURFACING

63. Unless stated in our quotation Playtime by Eden will not remove any existing structures or surfacing. Unless safety surfacing is required the area should be level and provide a firm stable base for our equipment.
64. We strongly recommend a damp proof course if the product is to be on grass/soil, or better still – a series of level flagstones. If you would like us to quote for surfacing options, please let us know at quotation stage.
65. It is the customer's responsibility to ensure adequate safety surfacing is provided and the correct free space is available for the equipment. As with other types of surfacing the safety surfacing should be level and provide a stable base for our equipment.
66. Our quotation allows for installation on level ground. Should the equipment require regulating please inform us at time of quotation. If additional works are required on site, charges will apply.

FALL HEIGHT AND SAFETY SURFACING

67. Unless stated in our quotation our structures are not automatically provided with safety surfacing. If the structure is dependent on the size of the user You must carry out your own risk assessments to determine whether the equipment is suitable for use.
68. Where your existing surfacing is used it is your responsibility to ensure it is fit for purpose and meets the requirements of EN1177.
69. It is your responsibility to carry out Critical Fall Height Testing to evaluate the shock absorbing qualities of the surfacing. This is particularly the case where we install on turf.

PLANNING CONSENT

70. It is the customer's responsibility to ensure no planning consent is required for any equipment or buildings, prior to delivery.

DRAINAGE

71. Playtime by Eden install equipment per our quotation and construction plan (as appropriate). We take no responsibility of liability for any existing or future drainage issues in the vicinity of our installations.

EXCAVATION WORK AND SURROUNDING AREA

72. Unless stated the price does not include the excavation through unforeseen material and additional costs may be incurred in these instances. It is assumed that any excavation will be through soft material.
73. The quotation does not include any provision for reinstatement of surrounding areas to our works except where expressly requested and priced accordingly. CBR tests will not be carried out as standard.

SITE SECURITY

74. Playtime by Eden assume that security is provided by You. If necessary, a site compound or container will be provided by You when the install is taking place over multiple days. We assume it is safe to leave material and plant overnight.

PRESITE INFORMATION

75. It is the customer's sole responsibility to provide us with site photos and a site survey plan including a plan of all routes of all pipes, wires, conduits etc on the customer's property. If the customer fails to provide the plans prior to the agreed installation date, we will not be liable for any loss or damage perceived to have arisen as a result of our actions. The customer agrees to indemnify us against any claims made against us.

HEALTH AND SAFETY

76. It is your responsibility to ensure that all relevant risks and hazards have been brought to the attention of the Playtime by Eden staff. This includes the presence of any asbestos containing materials, subterranean services that might be disturbed during construction, fire management measures, safe site access and egress, operation of electric gates or areas that might be contaminated with drug paraphernalia.
77. It remains your responsibility to ensure all other contractors who may be operating on the site have been suitably liaised and co-ordinated. You should ensure you are fully aware of your duties under the Construction Design Management Regulations 2015.

78. You must advise us at the time of quotation if Heras fencing is required. We will then provide a price for Heras fencing within our quotation. It is Your responsibility to detail the area required to be fenced off prior to quotation. It is Your responsibility to ensure adequate or alternative exit routes are available where Heras fencing is erected. It is your responsibility to ensure that children, staff members, parents etc are kept away from the install site.

NOMINATED PROJECT POINT OF CONTACT

79. You are responsible for the provision of a single point of contact for the project. This person will have the authority to speak on behalf of the organisation and provide direction and amendments as necessary. Playtime by Eden understandably cannot accept conflicting direction from multiple persons. If this occurs and the project is delayed whilst clarification is confirmed then this may incur a cost.

SIGN OFF

80. It is Your responsibility to sign off work prior to us leaving site. If no-one is available to sign off the works this will nullify your guarantees and warranties and should a future revisit be required we reserve the right to charge all reasonable costs incurred for labour, travel and accommodation.

REVISTS

81. On rare occasions re-visits to site may be necessary. To avoid a re-visit charge any snags must be notified to us in writing and with photographic evidence within 24 hours of our departure on site.

IDEMNITY INSURANCE

82. Playtime by Eden do not offer professional indemnity insurance and are not responsible for the credibility / feasibility of specifications produced by other parties unless specifically asked for in writing.

ADDITONAL CHARGES

83. Additional charges will be advised to the client via telephone or email. If no response is received within 1 working day the client will have been deemed to have accepted the revised price.

SITE INDUCTIONS

84. Charges may be incurred for site inductions lasting longer than 30 minutes.

SITE NOT READY

85. Additional charges may be incurred if Playtime by Eden arrives on site on the agreed installation date and the site is not ready.

DOWNTIME

86. Issues preventing Playtime by Eden from setting up or installing (i.e accessing site or waiting for the site to be cleared) will be charged at a rate of £200 per hour for the first two hours of Playtime by Eden arriving on site.

ABORTED VISIT

87. If issues preventing Playtime by Eden carrying out an installation are not resolved within 2 hours we reserve the right to leave site and charge an aborted visit at £1200 (plus VAT) per day until the issues are resolved.

INCORRECT SITE ADDRESS:

88. Charges may be incurred for re-delivery of materials, hotel bookings and set-up charges.

ICE & ADVERSE WEATHER CONDITIONS

89. As with any play equipment and outdoor surface caution should be taken in icy or extreme weather conditions. Playtime by Eden cannot be held responsible for accidents due to slips and falls.

PHOTOGRAPHY

90. Playtime by Eden reserves the right to undertake and utilise photography of completed sites in promotional literature and online.

GUARANTEE

91. All Playtime by Eden Products carry a one-year guarantee against faulty materials and workmanship. However, timber will continue to adapt to atmospheric conditions and it is perfectly natural that some cracks, shakes and knots will occur. These do not affect the structural strength of the timber and are not, therefore, covered under the terms of this warranty.

92. Damage due to vandalism, abuse, Acts of God, severe weather conditions, abnormal usage and unauthorized third parties is also not warranted.

93. This warranty will be made null and void if the proper maintenance schedules have not been adhered to.

94. Playtime by Eden's recommended maintenance schedule will be dispatched to the customer upon request and are available to download at www.playtimebyeden.com

NOTES ON OUR WEBSITE

95. To the fullest extent permitted at law, Playtime by Eden is providing this web site and its contents on an "as is" basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this web site or the information, content, materials or products included in this site including, without limitation, warranties of merchantability and fitness for a particular purpose. In addition, Playtime by Eden does not represent or warrant that the information accessible via this web site is accurate, complete or current. Except as specifically stated on the website, to the fullest extent permitted at law, neither Playtime by Eden nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this website or the information, content, materials or products included on this site.

LIMITATIONS OF LIABILITY

96. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
97. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
98. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
99. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
100. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter

for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

101. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

NO WAIVER

102. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

SEVERANCE

103. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

LAW AND JURISDICTION

104. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.