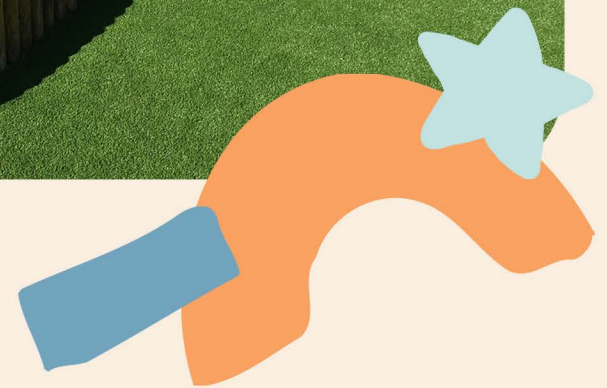
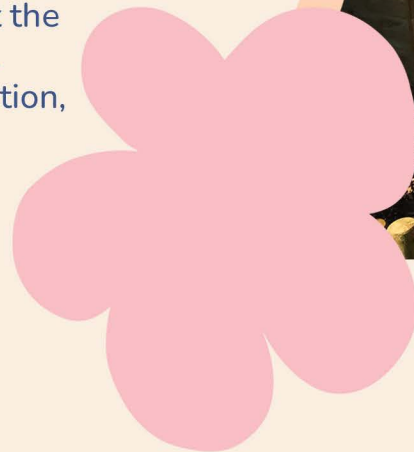




WORKING WITH PLAYGROUND IMAGINEERING

Thank you for reaching out to Playground Imagineering!

In this intro pack, you'll find all the details about the exciting stages of your potential project with us. We've outlined everything from design to quotation, understanding your vision, and completing the project, followed by comprehensive aftercare.







1.

Design & Quotation

When it comes to understanding your needs, we prioritise effective communication.

If a site visit is suitable, we'll coordinate a meeting at a time that suits you. During this visit, we'll actively listen to your goals, engage in discussions, and conduct a comprehensive site survey. Whether you're envisioning a complete playground transformation or seeking enhancements for a specific play area, we're looking forward to visiting you and to truly understand your vision.

Once we have completed your site survey or over the phone consultation, we are excited to move onto the next steps. We will now be handing you over to our expert design team, who firmly believe that a collaborative design approach works best. We encourage an open and communicative design process, ensuring your vision remains forefront and center.

Depending on the scale of your project we endeavour to you have your design proposal and quotation turned around within 2 to 3 weeks. The design proposal will detail layout plans, product selection, timescales and visual representations. The quotation provided will be transparent, offering a breakdown of all associated costs. Our goal is to provide you with an accurate cost with no hidden surprises along the way, allowing you to budget confidently for your project.

THE PROCESS



Mud Kitchen



THE PROCESS

Delivery & Installation

Once you have approved the design proposals, project timescales and the quotation has been accepted, we will then confirm a likely completion date and swiftly move onto manufacturing your chosen play equipment.

Safety is paramount here at Playground Imagineering, so the products we develop and supply will always comply with EN1176, the British and European standards for play equipment. We use high specification materials to help ensure the equipment we provide not only looks good, but lasts.

We will also agree delivery and site access arrangements beforehand, to ensure your project is off to a smooth start. Our team of experienced installers will complete the installation typically within a couple of days depending on the size of your project. All of our experienced installers have DBS certificates, and will work efficiently and safely with minimum disruption. Throughout this stage we will ensure to keep in touch with any updates when necessary and to be on hand if there are any questions.



Completion & Aftercare

On completion we will firstly make sure that you are entirely satisfied with the work. We will then provide you with our Customer Aftercare Manual, This manual includes detailed information on our guarantees and offers essential advice on how to inspect and maintain your new equipment. Additionally, it outlines our inspection and maintenance services, ensuring you have all the information you need to keep your equipment in optimal condition.

Our ultimate goal is to bring joy to the end-users—children! Picture the delight on their faces as they explore and utilise their new playground. It's not just about creating spaces; it's about cultivating environments where children can learn, play, and thrive. With our customer-focused approach, we aim to bring smiles and enjoyment to the forefront of every playground experience.



Our Services

Free Site Survey



Let's chat about your school's playground dreams! Our complimentary survey dives into your ideas, needs, and how the kids enjoy the space. It's all about turning your vision into playtime magic!

Custom & Bespoke Design Service



Custom and Bespoke Design! Imagine playground equipment as unique as your school. We craft one-of-a-kind wonders tailored to your needs. Let's turn your ideas into playtime reality!

3D Playground Design



Get ready for a sneak peek into the future. Our team creates a stunning 3D design proposal, giving you a vivid preview of your dream playground. See it before it's real!

Playground Installation



Our seasoned teams are here to bring your vision to life. From start to finish, we handle the installation with expertise, ensuring your playground becomes a reality seamlessly. Let's build some playtime joy together!

Safety Surfacing Installation



Our specialists handle brand-new installations and repairs for playground surfacing, ensuring a safe and fun environment for everyone.

Repairs & Maintenance



Extend the life of your equipment! Our experts can repair and maintain your playground items, safeguarding your investment for the long run.

FAQ's

Do you carry out site survey's?

Yes, we love conducting complimentary site visits as they play a pivotal role in tailoring our services to your specific needs. Here's why:

1. **Listening and understanding your goals:** Being on-site allows us to engage in meaningful conversations, ensuring we comprehend your vision and aspirations accurately.
2. **Idea exchange:** Site visits provide a platform for real-time brainstorming, ensuring that our design concepts align seamlessly with your expectations and practical considerations.
3. **Understanding user dynamics:** Observing how the playground is used by pupils, teachers, and parents helps us tailor our designs to meet the diverse needs of different stakeholders.
4. **Detailed data collection:** Thorough site surveys enable us to gather precise data about the terrain and existing structures, facilitating the creation of designs that are not only aligned with your vision but also feasible.
5. **Personalised collaboration:** Working closely with the school during site visits establishes an open dialogue, allowing us to address concerns promptly and ensuring a smooth project execution.

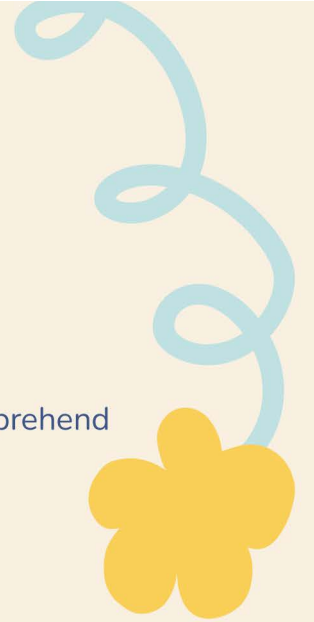
And the best part? Our site survey service is absolutely free, underlining our commitment to providing value from the very start. In essence, our personalised understanding of your space is crucial for delivering a tailored solution that exceeds expectations.

What if we aren't after a standard product?

At our company, we specialise in customising play spaces to fit the unique requirements of the modern curriculum. No two playgrounds are the same, and we embrace this diversity.

A significant part of our work involves redesigning spaces to meet specific needs, ensuring that our solutions are anything but 'standard.' We thrive on the challenge of creating tailored environments that not only align with educational standards but also enhance the overall experience for children.

If you're looking for something beyond a standard product, our passion for innovation and customisation makes us the perfect fit.



Who will I be working with?

At Playground Imagineering, we pride ourselves on providing a personalised approach to every project we undertake. While our team may be on the small side, we believe that's no bad thing. It allows us to offer a tailored and attentive service, ensuring that your experience is both seamless and enjoyable.

Throughout the entire process, you can expect to work closely with key contacts Rachael, our Outdoor Play Consultant and Abbey, our Operations Manager. They will be your dedicated partners, accompanying you every step of the way—from the initial contact and site visit to the design consultation, development, installation, and even aftercare.

Our team comprises specialist installation teams with over 20 years of collective experience in the playground industry. This wealth of expertise ensures that your project is handled by professionals who understand the intricacies of creating safe, innovative, and engaging spaces. Rest assured, your vision will be brought to life with precision and care.

We believe in fostering strong relationships with our clients, and having Rachael and Abbey as your main points of contact ensures clear communication and a smooth process. Your satisfaction is our priority, and we are committed to delivering a final product that exceeds your expectations.

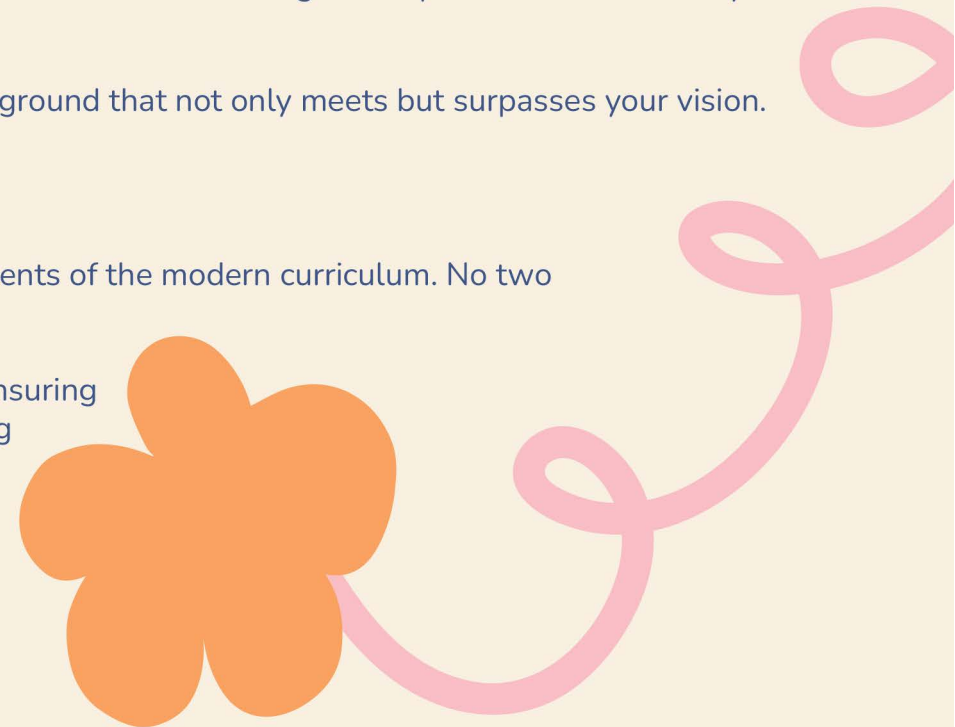
We look forward to embarking on this exciting journey with you and creating a playground that not only meets but surpasses your vision.

Is my project too small?

At our company, we specialise in customising play spaces to fit the unique requirements of the modern curriculum. No two playgrounds are the same, and we embrace this diversity.

A significant part of our work involves redesigning spaces to meet specific needs, ensuring that our solutions are anything but 'standard.' We thrive on the challenge of creating tailored environments that not only align with educational standards but also enhance the overall experience for children.

If you're looking for something beyond a standard product, our passion for innovation and customisation makes us the perfect fit.



How quickly can work start?

The speed at which we can initiate work depends on the type of product you order. Lead times vary for different items, but generally, we can turn around projects within a range of 1 week to 6 weeks. It's important to note that school holidays are our busiest periods, and these slots tend to get booked up sooner. If your project requires installation during school holidays, we recommend booking as early as possible to secure your preferred dates.

It's worth mentioning that all our teams are DBS checked, ensuring the safety and security of working in educational environments. Additionally, our teams are capable of working on-site during term time if the school permits. We understand the importance of minimising disruptions to the learning environment, and we work in collaboration with the school to plan and execute installations in a way that is least disruptive to daily activities.

In summary, the timeline for starting work depends on the specific product and scheduling constraints, but we are committed to accommodating your needs and working closely with you to ensure a smooth and efficient installation process.

Are your products guaranteed?

Yes, all our products are guaranteed. The length of the guarantee varies depending on the composition of the product e.g. the rope items in our Fitness and Adventure Trails are guaranteed for 3yrs, while the timber elements are guaranteed for 15yrs against insect infestation and rot. We can provide full details of all the guarantees on request.



Guarantee's

Reviewed 5/1/26

When making an investment in a new playground, we recognise the importance of ensuring that it is crafted and installed for long-lasting durability. We take pride in the superior quality of our equipment and the professionalism exhibited by our installation teams. To offer you added peace of mind, Playground Imagineering equipment comes with a guarantee against material and manufacturing defects.

The guarantee does not extend to equipment, components, or surfacing in cases of misuse, neglect, accidents, or vandalism. Failures arising from vandalism, abnormal use, improper installation (for supply-only orders), or insufficient maintenance are not covered under this guarantee. It's important to note that all warranties remain valid contingent upon strict adherence to the prescribed maintenance and inspection requirements as stated in our comprehensive customer manual which is provided on project completion. In the event of a warranty claim, we may request copies of your routine inspections. Our warranty specifically covers the replacement of materials affected by material or manufacturing defects; however, it's essential to be aware that labour charges may apply if installation work is necessary:

- Within the first 12 months from the Date of Delivery, we will cover all costs for parts and labour for the replacement or repair of equipment and surfacing.
- From Year 2 to Year 15 of the Date of Delivery, replacements will be provided on an "ex-works" basis.

"Ex-works" denotes that Playground Imagineering bears no responsibility, under these guarantees, for the expenses related to labour or transportation for any replacement components.

General: A one-year guarantee is provided on all play equipment and surfacing. This covers any genuine issues or reasonable snags arising from our workmanship or materials during normal use. It does not cover damage caused by misuse, neglect, vandalism, natural wear and tear, or factors beyond our control.

Timber: A 10- and 15-year guarantee against structural failure caused by rot and infestation is given to timber dependant on the material type specified:

- A fifteen-year guarantee is given to radiata timbers used in our fitness and adventure trails, any other machined round profile timbers used in designs and playgrade sleepers.
- A ten-year guarantee is given on all other treated timber softwood used in designs, i.e. framework, fixing batons, cladding etc.

Exclusions:

- Damage resulting from the use of grass trimmers or other abrasion equipment/machinery that harms the timber, or any accidental damage.
- Timber degradation caused by the natural movement of wood in service, encompassing weathering (greying), raised grain, twisting, and splitting of components. As timber is a natural material, these changes are to be expected over time, but there is no fixed timescale for when they may occur.
- Any pressure-treated timber that is relocated from its original installation or undergoes modification in any way.
- Growth of mould or moss on treated timbers.
- Installation of items in areas with high moisture ground conditions (e.g., flood-prone areas, high water table zones, or other water-retaining areas).

Steelwork:

- A fifteen-year steelwork guarantee is given against structural failure.
- A two-year guarantee is given on the paintwork of steel components.

HDPE Panels: Covered by a ten-year guarantee against cracking, splitting and delamination caused by defects in the sheet manufacture.

HDPE Slides: Covered by a ten-year guarantee against cracking, splitting and delamination caused by defects in the sheet manufacture.

All HDPE products are designed to be outdoors and come with a 5-year UV protection package which guarantees the products against damage caused by UV rays. It is important to note that this is not a 5-year guarantee against fading and colour degradation, but an indication of the level of protection that the material offers.

Electronic Components (Play Panels & Inserts): Covered by a three-year guarantee for electronic failures caused by manufacturing defects in speakers, sound chips and circuit boards.

Moving Parts (Play Panels & Inserts): Covered by a Five-year guarantee for mechanical failure caused by faulty workmanship or material defects in moving parts.

Rope & Nets: (including Rope Ladders, Suspension Bridges, Pull-up & balance Ropes etc) Covered by a 2-to-5-year guarantee dependant on part:

- Two-year guarantee on general nylon coated steel core ropes/nets.
- Two-year guarantee on Iroko bridge ropes.
- Two-year guarantee on plastic egg connectors.
- Two-year guarantee on rope end fixings.
- Five-year guarantee on Aluminium Connectors and Ferrules.

Security Fixings: (including all structural Bolts, Nuts etc) Covered by a ten-year guarantee against structural failure.

Plastic Caps: (Bolt/Nut covers) Covered by a five-year guarantee. This excludes situations where plastic caps are lost or intentionally removed, but it encompasses their performance concerns, such as cracking or degradation.

Wetpour Rubber Safer Surfacing: 5-year guarantee against faulty workmanship or materials only. Exclusions:

- Perimeter edges, where new wetpour meets existing or an unsuitable edge detail (e.g. timber shuttering), overlays or any bond between existing surfaces and new surfaces due to movements that may occur.

Synthetic Grass: Covered by a 3-to-10-year guarantee:

- Ten-year guarantee which applies solely to defective material, include UV degradation
- Three-year guarantee against faulty workmanship as part of installation.

Bonded Rubber Mulch Safety Surfacing: Covered by a five-year guarantee which applies solely to defective material.

Exclusions:

- The guarantee for rubber mulch is specifically focused on restoring the product's integrity, and we do not entertain complaints based solely on aesthetic considerations. Furthermore, the guarantee does not cover issues such as light shedding of rubber shreds, surface growth, or deliberate damage.
- The coloration of rubber mulch particles is achieved through a coating process with varying thicknesses and methods employed by different manufacturers. Due to these differences and uncontrollable factors like heavy usage and climate variations, some degree of discoloration may occur. Over time, the colour coating will naturally wear, revealing the underlying black tyre material. It's important to note that this "black" material may transfer onto users who come into contact with it. If desired, a primer coating surface can be provided upon request.
- Specified & recommended thicknesses of Rubber Mulch surfaces cannot be guaranteed as consistent when installing onto uneven & soft sub-bases.

GENERAL EXCLUSIONS FOR PLAYGROUND SURFACING:

- Any subsidence resulting from subsoil ground movement or shrinkage, including the ground beneath the surfacing, is not covered by the warranty unless the surfacing is installed on a pre-approved sub-base.
- In cases where we are commissioned to install surfacing, and the preparatory work has been conducted by third parties, any problems related to undulation, settlement, and other "sink" issues are not covered under any warranty, guarantee, or liability. Additionally, we cannot support claims if the surfacing has been applied onto existing safety surfaces, such as slabs, flags, soil, grass, or other unapproved hard or soft areas. Sub-base inspections are conducted based on the surface's integrity at the time of installation.
- Issues with cut backs, in fills and other repairs or 'patching up' to existing surfaces.

Terms & Conditions

Reviewed 5/1/26

1. General

1.1 For the purpose of this contract:

"The Company" refers to Playground Imagineering Limited.

"The Goods" pertains to the products and/or services supplied or sold by the Company to the Customer under this agreement.

"The Customer" designates the individual to whom this Quotation is directed.

"Formal Order" encompasses a Purchase Order, Purchase Order Number, or written confirmation from an authorized person.

"The Quotation" denotes the enclosed document titled the same and any accompanying materials explicitly referenced in the Quotation.

"The Price" signifies the amount specified on the Quotation as the payment due from the Customer to the Company, adjusted as per the terms of the contract.

"This Contract" signifies the agreement between the customer and the company, encompassing these terms and conditions and the Quotation.

"The Installation Date" indicates the date communicated to the Customer by the Company for the initiation of Goods installation. In cases where the

customer is notified that installation will commence in a specified week, the Installation Date, for Clause 8 purposes, shall be considered as the first working day of that week.

1.2 These terms and conditions, along with the Quotation, govern the Contract, superseding any other terms and conditions sought to be imposed by either party or implied by trade, custom, practice, or course of dealing. No additional terms or conditions shall be considered effective without the prior written agreement of both parties.

1.3 The Quotation serves as an offer from the Company to the Customer and is deemed accepted when the Company receives a Formal Order. At this point, the Contract comes into existence.

1.4 The Company engages in an ongoing product development program and retains the right to make minor alterations to designs and specifications without notice. Significant changes in design or specification of the Goods will be communicated to the Customer before installation. The Customer has the option to substitute alternative products of the same Price as the Goods, which have materially changed since the Contract's inception.

2. Prices

2.1 The Price for the provision of Goods is specified in the Quotation. In the absence of a quoted price, the full brochure price applicable on the

installation date will be applicable.

2.2 Any additional charges outlined in clause 5 are the responsibility of the Customer and are payable in addition to the Price. Payment is to be made in accordance with the terms outlined in this clause 2.

2.3 The Price of the Goods and any associated charges do not include Value Added Tax, which the Customer is obligated to pay in addition to the Price at the prevailing rate during the relevant tax point.

2.4 The Quotation remains valid and available for acceptance for a period of three months from the Quotation date, unless expressly withdrawn in writing.

2.5 The Customer agrees to remit the full brochure price for any extra work requested during installation. While the Company reserves the right to decline such additional work unless it is covered by a separate written contract, if undertaken during installation without a separate contract, the work and any provided Goods will be subject to these terms and conditions, forming an integral part of the Contract.

3. Ownership of the Goods and Risk

3.1 The risk associated with the Goods transfers to the Customer upon the completion of delivery.

3.2 Title to the Goods remains with the Company until full payment (in cash or

cleared funds) is received for:

3.2.1 the Goods; and 3.2.2 any other goods or services supplied by the Company to the Customer.

3.3 Until the title to the Goods is transferred to the Customer, the Customer agrees to:

3.3.1 hold the Goods on a fiduciary basis as the Company's bailee; 3.3.2 store the Goods separately, ensuring they are easily identifiable as the Company's property; 3.3.3 refrain from removing, defacing, or obscuring any identifying marks or packaging on or related to the Goods; 3.3.4 maintain the Goods in satisfactory condition and insure them against all risks for their full price from the date of delivery; 3.3.5 provide the Company with necessary information related to the Goods as requested; 3.3.6 promptly notify the Company if the Customer faces challenges in paying the Price for the Goods, encounters financial difficulties, proposes a compromise or arrangement with creditors, initiates winding up proceedings, appoints an administrator or receiver, or undergoes any event analogous to those listed in this clause 3.3.6. However, the Customer retains the right to resell or use the Goods in the ordinary course of its business.

3.4 In the event that, before the title to the Goods passes to the Customer, the Customer experiences any of the events listed in clause 3.3.6, or if the Company

reasonably anticipates such an event and notifies the Customer accordingly, the Company may, provided the Goods have not been resold or irrevocably incorporated into another product, require the Customer to deliver up the Goods. If the Customer fails to do so promptly, the Company reserves the right to enter any premises where the Goods are stored, whether owned by the Customer or a third party, to recover them, without limiting any other rights or remedies.

3.5 In situations where the Customer, upon inspection, finds that the Goods do not meet their needs after taking delivery, the Company may, at its discretion, offer to restock the Goods under the following conditions:

A restocking charge of 15% of the Price will be applied.

The Goods must be undamaged.

The Customer is responsible for appropriately packaging the Goods.

The Customer bears the cost of delivering the Goods back to the Company's warehouse.

4. Delivery - Supply Only Contract

4.1 The Company undertakes the delivery of Goods to the address specified in the Quotation or as communicated by the Customer in writing for order delivery. Accuracy in providing this address is crucial. The

Goods will require a signature upon delivery, and charges will be incurred for re-deliveries in cases where the Customer is not present during the attempted delivery. Once the Goods are delivered in accordance with the Customer's delivery instructions, the Company disclaims any liability for loss or damage (unless caused by the Company's negligence).

The Company strives to deliver the Goods by the specified delivery date, as quoted. However, delivery times are approximations and not guaranteed. The timeliness of delivery is not a critical factor. If circumstances beyond the Company's reasonable control cause a delay in delivery, the delivery date will be extended by a reasonable period. In such cases, the Company will promptly communicate with the Customer to arrange an alternative delivery time.

5. Performance

5.1 In instances where the Company is tasked with manufacturing or supplying goods based on the Customer's specifications:

5.1.1 The Customer is accountable for the accuracy and appropriateness of the provided specification. The Company shall not be held liable for any non-compliance with relevant statutory, regulatory, or industry standards for those Goods, and it is not responsible for ensuring the suitability of the Goods for their intended purpose.

5.1.2 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages, and losses (including direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, legal, and other professional costs and expenses) incurred by the Company in connection with any claim related to the actual or alleged infringement of a third party's intellectual property rights arising from or connected to the Company's use of the Customer's specification. This indemnification clause (5.1.2) shall remain in effect even after the termination of the Contract.

5.2 If no design plan is provided by the Company as part of the Quotation, it is the Customer's responsibility to guide the Company's installers regarding the positioning and layout of the installed Goods.

5.3 The Customer is required to provide general attendance without charge, encompassing reasonable access to the installation site during normal working hours, provision of clean water supplies, power, security, space for vehicles, and storage of plant and materials, along with the provision of welfare facilities. In the event that access to these services is restricted, the costs of alternative facilities will be reimbursable to the Company by the Customer.

5.4 The Company is allowed to carry out installation works in a proper sequential manner.

5.5 If the Customer causes delays, a wasted day charge of £195 per man per day will be reimbursable to the Company. If a delay affects only part of the Contract, the Company may, at its discretion, continue with the unaffected part, and the charges in this Clause 5.5 shall apply to the man-days relating to the delayed part.

5.6 The maintenance of the goods is the responsibility of the customer. The Company will provide maintenance schedules for goods supplied and can offer maintenance services if required.

5.7 In cases where excavation work is included in the Quotation, the Price assumes normal subsoil conditions, with no concealed obstructions hindering installation. If unforeseen obstructions are discovered, the Company reserves the right to charge for any additional necessary works, with agreement from the customer.

5.8 The Company is not liable for damage to underground services during excavation works if the Customer has not informed the Company of their locations.

5.9 While the Company endeavours to minimize disruption, disturbance, or damage to surrounding land during access and installation, it shall not be held liable for such to the extent reasonably consistent with the installation of the Goods.

6.1 Unless specified otherwise in the Contract, the Price for the Goods is to be settled no later than 30 days from the issuance date of the relevant invoice. The specified time for payment is considered an essential element of the Contract. Failure to make the payment by the due date empowers the Company to impose interest at the prevailing rate as per the Late Payment of Commercial Debts (Interest) Act 1998 as of the due date. Additionally, the Company may charge the Customer for costs and expenses incurred in the process of recovering late payments.

6.2 The Customer is obligated to clear all amounts due under the Contract in full, without any deduction or withholding, except as mandated by law. The Customer is not entitled to assert any credit, set-off, or counterclaim against the Company to justify withholding payment of any such amount, either in whole or in part. The Company, without limiting its other rights or remedies, reserves the right to offset any amount owed to it by the Customer against any amount payable by the Company to the Customer.

7. Warranty & Defects

7.1 The Company assures that, starting from the date of delivery and extending for a period of 12 months ("Warranty Period"), the Goods, along with their respective component parts where applicable, substantially adhere to their description (subject to Clause 1.4) and are devoid of any substantial defects

in design, workmanship, construction, or materials. Any supplementary warranties outlined in the specification document pertain solely to manufacturer warranties.

7.2 The Company guarantees that the services carried out under this Contract will be executed with reasonable skill and care, meeting the quality standards and practices generally accepted in the industry.

7.3 Unless otherwise specified in Clause 7.4, if, during the Warranty Period, the Customer provides written notice within a reasonable timeframe of discovering that some or all of the Goods do not meet the warranty criteria outlined in Clause 7.1, and the Customer furnishes images of the defects, the Company shall, at its discretion, either repair or replace the defective Goods or refund the full price of the defective Goods, provided the Company is granted a reasonable opportunity to inspect the Goods.

7.4 The Company shall not be held accountable for any failure of the Goods to comply with the warranty in Clause 7.1 if:

7.4.1 The Customer continues to use such Goods after issuing a notice in accordance with Clause 7.3;

7.4.2 The defect arises due to the Customer's failure to adhere to oral or written instructions regarding the storage, installation, commissioning,

use, or maintenance of the Goods or, if absent, fails to follow good trade practice;

7.4.3 The defect arises as a result of the Company following any drawing, design, or Goods Specification supplied by the Customer;

7.4.4 The Customer alters or repairs such Goods without obtaining the written consent of the Company;

7.4.5 The defect arises due to fair wear and tear, willful damage, vandalism, negligence, or abnormal working conditions;

7.4.6 The Goods deviate from their description due to changes made to ensure compliance with applicable statutory or regulatory standards;

7.4.7 The Company has not been given the opportunity to rectify defects, imperfections, shrinkages, settlement, or other faults;

7.4.8 The Customer fails to comply with the payment obligations outlined in Clause 6.

7.5 Except as stipulated in this Clause 7, the Company assumes no liability to the Customer concerning the failure of the Goods to conform to the warranty specified in Clause 7.1.

8. Right to Cancel & Postpone

8.1 Unless otherwise specified in Clause

8.2, the Customer has the option to cancel this Contract by providing written notice no later than 5 days after signing the Order Acknowledgment. In such cases, no payment will be due from the Customer. If the Customer requests cancellation between 5 and 30 days after signing the Order Acknowledgment, the Company may recover costs from the Customer amounting to 25% of the Price. For cancellations requested 30 days or more after the Order Acknowledgment is signed, the Company may recover costs amounting to 40% of the Price. These charges are non-negotiable and are solely at the discretion of the Company. Cancellation notices must be given in writing, with a copy sent via email to info@playgroundimagineering.co.uk.

If the Company receives advance notification from the Customer of circumstances preventing installation from starting, it may, at its discretion, deem the Contract to have been postponed. Notice of postponement must be given in writing, with a copy sent via email to info@playgroundimagineering.co.uk.

8.4 If the Company and the Customer agree that part or all of the Price is due on a date before the Installation Date, and the Customer fails to pay the full amount on the agreed date, the Company may consider the failure or delay in payment a postponement of the whole or part of the Contract in

The Customer shall pay the amounts set out in Clause 8.3.

8.5 If the Contract has been postponed or deemed to be postponed as per Clause 8, the Company shall notify the Customer of a revised Installation Date at the Company's convenience, provided that all sums due and owing under these terms and conditions have been received by the Company.

8.6 If the Contract has been postponed for 6 months or more, and the Customer does not agree to a revised Installation Date, the Company reserves the right to terminate the Contract without liability to the Customer. The Customer shall pay the applicable cancellation charges as set out in Clauses 8.1 and 8.2.

8.7 The Customer acknowledges that the charges outlined in this Clause 8 are not a penalty but reasonably reflect the costs, financial commitments, and resource commitments incurred by the Company as the order approaches delivery and installation. These charges are considered a genuine pre-estimate of loss.

9. Invalidity

9.1 If a court or any other competent authority determines that any provision of the Contract (or part thereof) is invalid, illegal, or unenforceable, such provision or part-provision shall be considered deleted to the extent necessary. The validity and enforceability of the

remaining provisions of the Contract shall remain unaffected.

10. Liability

10.1. The Company's total aggregate liability arising for any reason under or in connection with this Contract, subject to Clause 10.5, shall not exceed the Price.

10.2. The Company shall not, subject to Clause 10.5, be liable under any circumstances, whether in contract, tort (including negligence or breach of statutory duty), or otherwise, for the loss (whether direct or indirect) of profits, loss of business or anticipated savings, or for any indirect or consequential loss or damage arising out of or in connection with the Contract.

10.3. The Customer is responsible for all claims, liabilities, damages, costs, and expenses incurred by the Company as a result of the Customer's breach or default in discharging the Customer's obligations.

10.4. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents, or subcontractors, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, breach of the terms implied by section 12 of the Sale of Goods Act 1979, or defective products under the Consumer Protection Act

1987.

10.5. Except as explicitly set out in these terms and conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.6. This Clause 10 shall endure beyond the termination of the Contract.

11. Governing Law and Jurisdiction

11.1. The laws of England and Wales shall govern the Contract, and the parties mutually agree to submit to the exclusive jurisdiction of the courts of England and Wales.

12. Third Party Rights

12.1. This Agreement is not intended to, and shall not, confer any rights upon a third party.

13. Reading and Contract

13.1. To safeguard your own interests, kindly read the conditions attentively before consenting to them.

13.2. If you are dissatisfied with any aspect of our service, please reach out to the Customer Services Director. All complaints will be handled with empathy, and the Company will collaborate with you to achieve a satisfactory resolution.

14. Updates to the Agreement

14.1. The Company reserves the right to make minor changes to this Agreement periodically. Any significant changes will only be implemented with the Customer's consent.

15. Data Protection Consent

15.1. The Customer agrees to the computer storage and processing of personal data by the Company in relation to this Contract. The Customer also consents to the transmission of this data within the Company and its business partners for the Company's legitimate interests, including statistical analysis, marketing of our services, and credit control. In the event of a breach of this Contract by the Customer, personal data may be disclosed or shared with third parties to the extent required for recovery procedures.

16. Entire Agreement

16.1. The Contract constitutes the entire agreement between the parties and supersedes all prior agreements related to its subject matter.

16.2. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any verbal statement or agreement made by either party (whether made negligently or innocently) or any other statement, promise, undertaking, condition, or warranty not expressly contained in the Contract. This exclusion does not apply

Questionnaire, upon which the Company has relied.

16.3. Any advice or guidance regarding planning permission and building regulations is provided as guidance only and should not be considered factual. The Customer is responsible for determining whether planning or building regulations applications are required.

16.4. Nothing in this condition shall limit or exclude any liability for fraud.

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