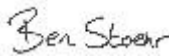


Toft Parish Council

I hereby give notice that the Annual (814th) meeting of Toft Parish Council will be held in the People's Hall, Toft on Monday 13 May 2024 at approximately 8.00 pm following the Annual Parish Meeting and William Eversden's Charity (Allotments) Meeting

The Public and Press and County and District Councillors are invited to be present and Members of the Parish are welcome to attend and may speak under the Open Public Session item and make representation to the Council on items on the agenda during this section of the meeting

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the Meeting as set out hereunder


Mr Ben Stoehr, Clerk, 07/05/24

AGENDA

Annual Business

1. To elect a Chairman and to receive the declaration of acceptance of office
2. To elect a Vice-Chairman
3. To appoint committees, working groups or any representatives on any other organisation or authority deemed necessary and conduct annual reviews
 - 3.1 Standing Orders, Financial Regulations, Risk Assessment and other policies review – to consider if any policies need updating or any new policies adopting
 - 3.2 Assets, Insurance policy and fidelity guarantee review
 - 3.3 Review of Parish Council land

Public participation on agenda items and matters of mutual interest (includes reports from County and District Councillors and representation by members of the public)

4. Apologies for absence and declaration of interests
 - 4.1 To approve written apologies and reasons for absence
 - 4.2 To receive declarations of interests from councillors on items on the agenda
 - 4.3 To receive written requests for dispensations and to grant any dispensations
5. To consider any applications for co-option
6. To approve the minutes of the last meeting
7. To consider any resolutions from the Annual Parish Meeting
8. To consider any matters arising from the last or a previous meeting including:
 - 8.1 (3.4) New climbing frame – to consider response from manufacturer and the next steps (CW)
 - 8.2 (3.5.2) Queen's Platinum Jubilee area – to consider a quotation for grass cutting if received
9. To consider correspondence received since the last meeting requiring the Council's attention
10. Finance, Procedure and risk assessment and use of delegated powers
 - 10.1 To consider the finance report and approve the payment of any bills
 - 10.2 To receive play inspection reports and consider any work required (CW)
 - 10.3 To consider any matter which is urgent because of risk or health and safety and relates to Council property
11. To consider any Planning or Tree works applications or related items received
 - 11.1 Planning applications
 - 111.1 20/01992/NMA2 – Bennell Farm, West Street – Non-material amendment on 20/01992/FUL to amend condition 2 (approved plans) of Appeal Decision reference APP/W0530/W/21/3286850
 - 11.2 SCDC decisions for information
 - 11.3 Tree works applications
 - 11.3.1 24/0484/TTCA – Manor Cottage, Church Road
12. Members items and reports for information only unless otherwise stated
 - 12.1 Village Maintenance (MY)
 - 12.2 Highways (ED)
 - 12.3 Toft People's Hall (CW)
 - 12.4 Footpaths (EM)
 - 12.5 Defibrillator report (CW)

Toft Parish Council

- 12.6 Birdlings liaison ^(EM)
 - 12.7 Proposal that the Parish Council considers signage for Lot Meadow and the playground ^(EM)
 - 12.8 Damage to the bus shelter and to decide on actions ^(EM)
 - 12.9 Grass cutting contract ^(BH)
 - 12.10 East West Rail – update and to consider the next steps ^(MY)
13. Closure of meeting

Clerk report to Toft Parish Council meeting on 13 May 2024

1. To elect a Chairman and to receive the declaration of acceptance of office
Cllr Yeadon to invite nominations, which need to be proposed and seconded and voted on. The elected Chairman to sign the declaration of acceptance of office before a member before the meeting continues.
2. To elect a Vice-Chairman
Again, please propose and second and vote on the nomination.
3. To appoint committees, working groups or any representatives on any other organisation or authority deemed necessary and conduct annual reviews
Last year's member responsibilities and subsequent amendments below:
Financial monitoring (MY)
Footpaths (EM)
Communications (EM)
Play inspection reports (CW)
Lot Meadow (TE-E, if willing)
Village Maintenance
Highways – Fault reporting, Verge by the Church, LHI application (ED)
Grass cutting (BH)
Dog and litter bins (EM)
Allotments (MY)
Notice boards and welcome packs (EM)
Police liaison (Deferred)
Planning (MY)
Defibrillator (CW)
Birdlings liaison (EM)
Climate Change and Green Issues (BH)
Website (ED)
Speed camera monitoring (MY)
Quarterly review of bank statements – to be confirmed

Representation on other organisations or authorities
East West Rail and Cambridge Approaches (MY)
Toft People's Hall (CW)
Comberton Village College Community Governors' Liaison (ED, MY if ED unavailable)
SCDC Community Champions (MY)
- 3.1 Standing Orders, Financial Regulations, Risk Assessment and other policies review – to consider if any policies need updating or any new policies adopting
Members have been provided with copies of all policies. If you need another copy please contact the Clerk. Are any changes required? The Clerk is not aware of any at this time. There is a new model Financial Regulations from NALC due imminently but they are not available at present.
- 3.2 Assets, Insurance policy and fidelity guarantee review – to consider if anything has changed to require a change to the policies.
- 3.3 Council land
Community land CB378985 (Lot Meadow)
Recreation ground CB298407
Village Green - unregistered
The Council is sole trustee to William Eversden Charity Allotments, Mill Lane.
5. To consider any applications for co-option

8. Matters Arising
8.1 (3.4) New climbing frame – to consider response from manufacturer and the next steps
(CW)

Report and recommendation and original quote attached.

- 8.2 (3.5.2) Queen's Platinum Jubilee area – to consider a quotation for grass cutting if received.
Not received at the time of writing.

9. Correspondence
None at the time of writing.

10. Finance, Procedure and risk assessment and use of delegated powers

- 11.1 Planning Applications received

* NB Some planning applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council.

The planning portal for new applications can now be found at <https://applications.greatercambridgeplanning.org/>

The Parish Council's may choose its own wording to show whether it agrees with an application or not and can now both support/approve or object/ refuse etc parts of the same application

The Parish Council should include material planning reasons why the Council take this stance via its comments.

The Parish Council *does/does not** request that the application be referred to the District Council Planning Committee *(please delete)

Material planning reasons:

- 11.1 Planning applications

- 11.1.1 20/01992/NMA2 – Bennell Farm, West Street – Non-material amendment on 20/01992/FUL to amend condition 2 (approved plans) of Appeal Decision reference APP/W0530/W/21/3286850

- 11.2 SCDC decision notices

- 11.2.1 None at the time of writing.

- 11.3 Tree works

- 11.3.1 24/0484/TTCA – Manor Cottage, Church Road

(Note: This is a different application from the one considered at the last meeting).

12. Members' items and reports for information only unless otherwise stated

- 12.1 Village Maintenance (MY)

- 12.2 Highways (ED)

- 12.7 Proposal that the Parish Council considers signage for Lot Meadow and the playground
(EM)

- 12.8 Damage to the bus shelter and to decide on actions (EM)

"I was walking along Mill Lane on the afternoon of Monday 29th when two young boys, probably around 14 years old, came hurtling round the corner. By the bus shelter there was a woman who said that the two youths had smashed the panes and had been throwing the pieces of perspex across the road. There were 4 young girls in the bus shelter who said they didn't know the boys but thought they were from Melbourn College. I cleared up the pieces and carried on my walk and the female witness went back to the bus stop outside Home Meadow care home. I met and started speaking to another resident Stewart only to be told by the woman that the two boys had come back.

Fortunately the resident and this woman came back with me and we confronted the boys who were in the bus shelter with the 4 girls. None of us were convinced that the girls and boys did not know each other, but the girls were adamant that they did not know the boys and said that the boys were from Melbourn College and not Comberton. I told the boys their behaviour was unacceptable and that they should pay for the damage and I asked for their names. They each gave me a name but there was no way to verify these were their true names. I reported the incident to Cllr. Martin Yeadon and he has agreed that we should write to the Principals of Comberton and Melbourn Colleges. Unfortunately, I didn't get the name of the female witness nor the names of the girls, but the girls left the bus shelter and entered a house nearby so it will not be difficult to get their names if necessary."

12.9 Grass cutting contract ^(BH)

12.10 East West Rail – update and to consider the next steps ^(MY)

13. Closure of meeting

Report: County Councillor (Hardwick div.) District Councillor (Harston & Comberton)

Cllr Michael Atkins

April/May 2024

Highlights

- Fully funded EV charge points
- EWR events
- Civil Parking Enforcement early successes
- PCC elections – please remember to bring ID
- Zero carbon grants open to bids
- Contact information

News from the County

Yaxley by-election results

Cllr Andrew Wood (Liberal Democrat) was elected to the Council following a by-election in Yaxley & Farcet. The Liberal Democrats are now the largest group on the County Council. There are no anticipated changes to the groups in administration.

Fully funded EV charging points

The Council is putting together an application for the deployment of local EV infrastructure, typically 7kW chargers in public car parks. These are intended for local residents who do not have off-street parking suitable for home charging. If your village car park might be suitable there will be an online session on 9th May 1-2pm to find out more: sign up here <https://forms.office.com/e/SkSjL78vDG>

East-West Rail

EWR will be holding a number of events to explain how the statutory consultation will take place later this year, and how you can get involved. Ones local to us are: 10th May 2pm-7pm South Cambridgeshire Hall, Cambourne; 22nd May 2pm-7pm Comberton Village Hall.

They have also recently issued Land Interest Questionnaires to potentially affected properties to ensure they have a complete picture of ownership and usage along the proposed route. If any residents have questions about this there are some FAQs available here:

<https://eastwestrail.co.uk/land-interest-questionnaires-liq-faqs>

Civil Parking Enforcement

CPE officers have been active across South Cambs and indeed in our own villages over the last few months. Over 150 tickets have been issued as a result of 330 patrols. If you are aware of any illegal parking hotspots that would benefit from a patrol, do let me know.

Primary school offers

Families will now have received offers for children starting primary school in September. 96% are attending their first choice and 99% one of their top three preferences. If any families are having difficulties with this process or would like more information on appeals or school transport, please get in touch. Offers need to be accepted either through the Council or the offered school so please remember to do this promptly.

Cambridge 2050

Michael Gove (Secretary of State) has published a Ministerial Statement on his growth plans for Cambridge and South Cambridgeshire. It confirms that a Growth Company will be formed reporting to Homes England (the Government's housing agency). There will be no local decision making as part of this, although council leaders will join an advisory committee. There is still no indication as to where the proposed housing (equivalent to 3x the current population of Cambridge) will be sited.

News from GCP & Combined Authority

PCC Elections

A reminder that Police and Crime Commissioner elections will take place on 2nd May. For the first time, photo ID will be required to vote, so please remember to take your driver's licence/passport etc. with you.

News from the District

Allotment toolkit

The Council has published advice on successfully running and maintaining an allotment site, which can be accessed here: <https://www.scambsgov.uk/community-safety-and-health/community-action/allotment-toolkit/>

Zero Carbon Community Grants

This popular scheme has opened again for applications to local groups, with themes for this year of Carbon Emission Reduction, Locking up carbon, and Community Engagement. The deadline for applications is the 2nd June. <https://www.scambsgov.uk/climate-emergency-and-nature/zero-carbon-communities/zero-carbon-communities-grant/>

Rural Prosperity Fund

A new scheme to support local business with capital projects has been launched this month. The district has just under £900,000 to award to successful bidders, to foster economic vitality and local amenities. For more details see the grant page here: <https://www.scambsgov.uk/business/uk-shared-prosperity-fund/rural-england-prosperity-fund/>

Improvements to green spaces

The council-owned green space at the centre of Silverdale Avenue, Coton will be improved with tree and wildflower planting, benches, resurfacing and other improvements. Please let me know if you would like to see a copy of the draft plans.

If Parish councils own land that would benefit from being 'spruced up', in mid-May the Council will open a scheme for bids of a similar nature.

Contact Details

Councillors and residents are welcome to contact me on any issue which is concerning them:

CLLr Michael I. Atkins
matkinslibdem@gmail.com
<https://www.facebook.com/cllrMichaelatkins>
07968 264637



Hand Made Places

Playgrounds for Learning & Fun



Proposed Play Area Development

Toft Parish Council

Project Number: 400790

Your Contact is: Callum Tunstall - Project Sales Advisor

T: 01782 571696

E: callum.tunstall@broxap.com



15/01/2024

Your Reference:

Our Reference: quote/SGQT-3944/1/#/0/callum.tunstall

Christine Watson
Toft Parish Council
5 School Lane
Cambridge
CB23 2RE

Phone: 07730941946
Email: cjw53@cam.ac.uk

For the attention of: Christine Watson

Project Name: 400790 - Toft Parish Council CB23 2RE - Toft Parish Council - Action Station III

We are pleased to enclose our proposal for your consideration regarding the above project.

Please find attached: -

- Our **QUOTE SUMMARY TABLE** for your convenience and price review/comparison.
- Our **FULL PRODUCT SPECIFICATION** for full

Please ask about our “VALUE FOR MONEY PROMISE” where we will beat ANY like-for-like product prices. If you think you have a better equivalent offer, please get in touch and we’ll beat it!

We look forward to contacting you shortly to discuss this proposal in more detail.

Yours sincerely,

Callum Tunstall
Project Sales Advisor - Sport & Play

Direct Dial: 01782 571696
E-MAIL: callum.tunstall@broxap.com

Enclosed, quotation number; SGQT-3944/1/#/0/callum.tunstall

15/01/2024

Quotation Reference No:SGQT-3944/1/#/0/callum.tunstall

For the attention of: Christine Watson, Toft Parish Council
Project Name: 400790 - Toft Parish Council,
Your Contact at Broxap is: Callum Tunstall on 01782 571696

Item Code	Item Name	Quote Summary	Qty	Unit Price	Disc%	Total
Play Equipment						
STATEMENT	STATEMENT					
BX/HMP 050903-SF	Action Station 3 - Standard Fix		1	£6,775.00		£6,775.00
BX/HMP INSTALL	Installation Service		1	£5,775.00		£5,775.00
BX/HMP CARRIAGE	Carriage Charge		1	£495.00		£495.00
BX/HMP 600030-S	Wet Pour Surfacing		1	£3,785.00		£3,785.00
Sub-Total excluding any optional extras						£16,830.00
Optional Services						
BX/HMP SITE SURVEY	Broxaps Site Survey		1	£795.00		£795.00
BX/HMP POSTINSPECT	Post Installation Inspection of Hand Made Places		1	£420.00		£420.00
Sub-Total excluding any optional extras						£1,215.00
Payment Terms						
BXPT	Payment Terms		1			

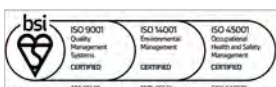
The SUMMARY table (above) is a short form for a quick review of our offer. For full descriptions of the items listed on your personalised quotation, please refer to the FULL PRODUCT SPECIFICATION table in the following pages.

**Remember our “VALUE FOR MONEY PROMISE” we will beat ANY like-for-like product prices.
If you think you have a better equivalent offer, please get in touch and I’ll beat it!**



Full Specification Table Sheet 1 of 3

Code	Product	Qty	Unit Price	Disc%	Total
Play Equipment					
STATEMENT	Please Note: Client to confirm the location, suitability, and space available of the installation area. Alternatively, we can provide a Site Survey Service and take responsibility for the fit - Cost and Information for your consideration is below.				
BX/HMP 050903-SF	Action Station 3 - Standard Fix Responsibly/Sustainably Sourced Timber* *Assembly required post-delivery*	1	£6,775.00		£6,775.00
BX/HMP INSTALL	Installation Service Current Surface: Grass New Surface: Grass Matting or Wet Pour - TBC by Client Access (approx.): 10m Plant: N/A Skip: Yes This price includes for the removal of the existing play tower & removal and disposal of existing rubber grass matting. This quotation assumes good access, reasonably flat and level surfaces and reasonable digging conditions to install the quoted equipment and that there are no underground services in the area to be excavated. It is also based on current information available at time of quotation and subsequent order. Should our professional site survey services be commissioned, we will review the project requirements (post survey) and should we encounter any previously unforeseen issues we reserve the right to review our costings. See Survey inclusion noted below for further details.	1	£5,775.00		£5,775.00
BX/HMP CARRIAGE	Carriage Charge Excludes Off Loading unless stated below 3.5T Vehicle	1	£495.00		£495.00



Full Specification Table Sheet 2 of 3

Code	Product	Qty	Unit Price	Disc%	Total
BX/HMP 600030-S	<p>Wet Pour Surfacing Dimensions: 40.4m² Colour: Black Quoted price includes installation of surfacing Please note: Like all coloured surfaces exposed to the elements the wetpour colours in our range will be affected when laid in high temperatures or bright sunlight. The following colours are more susceptible to change: Light Grey Light Blue Eggshell Beige. Over time the original granule colour will return (the time frame cannot be specified). Hand Made Places cannot accept responsibility for any claims relating to this colour change.5 Year Surfacing Guarantee against the faulty material which excludes perimeter edges where new wetpour meets existing or an unsuitable edge detail (e.g. timber shuttering) and cut backs infills and other repairs or "patching up" to existing surfaces.</p>	1	£3,785.00		£3,785.00

Sub-Total excluding any optional extras **£16,830.00**

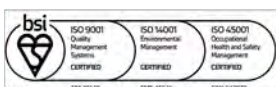
Optional Services

BX/HMP SITE SURVEY	<p>Broxaps Site Survey To confirm product dimensions and take responsibility for the fit and installation of the product it is recommended that Broxap conduct a detailed "site survey" to include:- Measure of ground & walls/buildings local to product - CAT scan to identify live underground high voltage cables- Visual inspection of surface drainage- Assessment of site access & location of plant/skip hire- General arrangement drawing for approvalThis service is independent of the Area Manager's sales visit (which is to gather select information for estimating purposes) it is recommended to ensure correct manufacture and trouble-free installation. A detailed subterranean drainage investigation is excluded; should this optional site survey be excluded from any potential order the responsibility for the above points shall be with others.</p>	1	£795.00		£795.00
BX/HMP POSTINSPECT	<p>Post Installation Inspection of Hand Made Places Playground Equipment Completed by a qualified RPII Annual Inspector</p>	1	£420.00		£420.00

Sub-Total excluding any optional extras **£1,215.00**

Payment Terms

BXPT	Subject to account status and final order value advance payments may be required.	1			
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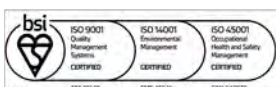
Full Specification Table Sheet 3 of 3

Code	Product	Qty	Unit Price	Disc%	Total
Grand Total	Excludes all optional extras				£18,045.00

**If you wish to discuss this proposal in more detail, please contact me: -
 Callum Tunstall Direct Dial: 01782 571696 • E-MAIL: callum.tunstall@broxap.com**

Subject to Contract

Any order arising from this proposal shall be based on Broxap's Terms and Conditions of sale, which are available to view on our website www.broxap.com. Prices shown are net & exclusive of VAT. E&OE; prices are considered to be correct on the date of issue, should errors in pricing or any increases in costs quoted be discovered, we reserve the right to re-cost our offer. Payment: Subject to account status and final order value, advance payments may be required. Should the delivery date of the goods be delayed by the Customer, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Any product images may differ in finish or specification to that stated within the item description.





SPECIFICATION:

Age Range:



Unit Height (m):



Minimum Use Zone (m²):



Critical Fall Height (m):



MATERIALS USED:

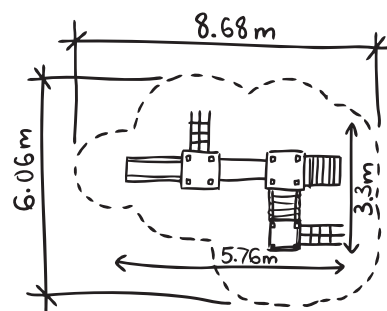
Timber

PRODUCT INFORMATION

Ideal for early years playgrounds to encourage physical and imaginative play, the Action Station III combines a selection of elements to create an immersive play piece. With the perforated steel tunnel, vibrant colours, and styling this fabulous play unit is a must have for any playground.

The Action Station III incorporates a range of play features including fireperson's pole, slide, ramp and tunnel.

DIAGRAM



CERTIFICATE OF MEMBERSHIP

This is to certify that

Broxap Ltd t/a Hand Made Places & Playline Design

Has been accepted as a member of the Association
of Play Industries

B0183

Member Number

2023

Valid For

Deborah Holt

Deborah Holt, Membership Manager



Hand Made Places

WHO WE ARE



Our playgrounds are always one of a kind – designed around your vision, crafted to order in our UK timber workshop, and installed to exacting standards by experienced teams of professionals.

From planning to delivery, we understand that every playground creation is unique. We want the finished design to go beyond the high expectations of young users while meeting the aims of those investing in our products. All of our playground equipment is bursting with play value, offering opportunities to learn as well as have fun. The range opens up active and imaginative play time, rolls out sensory experiences, encourages creativity and allows children of all ages, ability and backgrounds to explore together.

We strive to offer a friendly, personal service with a point of contact assigned to you.

As part of the Broxap group of companies, operations are all based under one roof, with production and commercial teams working from the same site to ensure clear communication and quality control.

Our timber workshop is equipped with the latest CNC technology, while a team skilled in joinery and woodwork complete the finishing touches. Materials are all responsibly sourced and our sustainability commitment guarantees we reduce, reuse and recycle waste wherever possible.

With almost 25 years in the industry, Hand Made Places is firmly established as a trusted designer, manufacturer and installer of safe, long-lasting playground equipment to the education sector; leisure and hospitality sites; parish councils and local authorities; and retail and visitor attractions.



5+ YEAR SURFACING GUARANTEE



20 YEAR EXTENDED LIFE GUARANTEE

Accreditations





CASE STUDIES

Stanton Bridge Primary School

As part of their School Development Plan, Stanton Bridge Primary vowed that the school must have a beautiful and productive learning environment, and this project has gone a long way to provide one.



They wanted to provide a stimulating outdoor play area environment for pupils aged 3-5 to enhance learning in the three prime areas of communication and language, physical development and Personal, Social Education. There was also a particular emphasis on literacy, as the school serves a large multi cultural community where there is a high proportion of children with English as a second language.



To read more about Stanton Bridge Primary School and check out the full set of photos head over to: <https://www.handmadeplaces.co.uk/case-study/stanton-bridge-primary-school-play-area/>



Alton Infants School

Hand Made Places have installed both an outdoor play and learning area for the pupils at Alton Infants School in Hampshire.

The school opted for a Bespoke Rainbow Pergola, which added a new shaded outdoor classroom area which is suitable for use in all weather conditions.



By combining the outdoor elements with learning activities, the young children can enjoy learning through play in a relaxed outdoor environment.



To read more about Alton Infants School and check out the full set of photos head over to: <https://www.handmadeplaces.co.uk/case-study/alton-infants-school/>



Our Lady of Perpetual Succour Catholic School

The mission statement of Our Lady of Perpetual Catholic School is 'Learn to Love, Love to Learn'. The aim was to create an outdoor area which encouraged learning through play for both the School pupils and the Nursery children.



The Nursery try to use their outdoor area on a daily basis so it was important to create an exciting and stimulating outdoor area to encourage children to learn and develop a number of skills whilst playing and having fun.



To read more about Our Lady of Perpetual Succour Catholic School and check out the full set of photos head over to: <https://www.handmadeplaces.co.uk/case-study/lady-perpetual-succour-catholic-school-playground-equipment/>



St Paul's Way Trust School

Hand Made Places, along with our parent company, Broxap Ltd supplied a range of playground equipment, shelters, cycle parking and canopies for a large scale project at St Paul's Way Trust School in London.



The aims of the playground apparatus was to provide children with the opportunity for development outside of the traditional classroom. We feel that their choices of equipment reflected these clear aims, and saw a vast range of different pieces installed across the whole of the school.



To read more about St Paul's Way Trust School and check out the full set of photos head over to: <https://www.handmadeplaces.co.uk/case-study/st-pauls-way-trust-school-london/>



Colebrook Junior School

Colebrook Junior School in Swindon has recently had a new outdoor area created for their pupils. The school wanted to improve the outdoor facilities and the products selected creates a designated quiet area within a courtyard. The new area provides an opportunity for pupils to engage in outdoor learning and fun.



Hand Made Places installed a variety of products to create a stimulating and fun outdoor learning area including a Storytelling Circle, Mini Maze seating and a Single Tier Stage, all of which contribute to improving communication and social skills.



To read more about Colebrook Junior School and check out the full set of photos head over to: <https://www.handmadeplaces.co.uk/case-study/colebrook-junior-school-outdoor-quiet-area/>



Basis of Offer – Hand Made Places

Individual qualifications from those below may have been superseded within the quotation lines. Unless clearly stated otherwise within our quotation lines, these assumptions shall apply. For any areas requiring inclusion, further clarification or discussion please contact us.

1. Prices

- 1.1 This offer is spot priced as of the date of the quotation, on the assumption that materials for manufacture can be procured at the costs estimated on the date of issue.
- 1.2 Should there be an increase in costs of the materials or services quoted within proposal, whether design-related or otherwise and whether before or after making any Contract, we reserve to right to re-cost accordingly.
- 1.2 The customer's acceptance of any part of this offer, shall equal their acknowledgment and acceptance of these assumptions.
- 1.3 Should errors in pricing or errors in arithmetic be discovered as part of this offer, at any stage, or for any discoveries found during any phase of the project we will be afforded the opportunity of correcting such error or withdrawing from any part contract.

2. Site Survey & Services

- 2.1 Notwithstanding any site meeting or information received, this offer is made on the basis that no formal site appraisal has taken place. An additional cost may apply if the site features obstacles that are not been considered; inter alia buried services, specialist surfacing, old foundations, high-water table, ground liable to flooding, hazardous materials.
- 2.2 Broxap's "Site Survey" is defined as; Dimensional measure of existing ground & buildings; CAT scan to identify "live" underground hi-voltage cables; Visual inspection of surface drainage; and an assessment of access to the area of works.
- 2.3 If commissioned to undertake "Site Survey", Broxap will require all areas of work to be accessible for surveyors.
- 2.4 A date for the survey will be proposed following confirmation of the readiness of the site, with full and free access, an out of hours contact and a formal acceptance of your order by Broxap.
- 2.5 Surveying appointments will be arranged and formally confirmed for a mutually agreed time. If our surveyors attend but are unable to complete (due to reasons beyond our control), then the costs associated with the aborted visit will need to be agreed before a further visit can be re-arranged.
- 2.6 Typical exclusions from our Site Survey, consideration of; disused services; tracing drains or ducts (including empty ducts); service connections; inaccessible manhole covers (e.g., in the highway); working in areas that are either unsafe or not practical; telephone/communications and data cables; and geotechnical and ground-bearing pressure assessments.
- 2.7 In respect of CDM and under the guidance of the HSE publication "Avoiding Danger from Underground Services", the client/landowner is obliged to provide to Broxap any information that will assist in the identification and routing of buried services.
- 2.8 If a "Site Survey" is not taken up or where "as built" or other site information is provided to Broxap by the Customer, the Customer accepts that any risk associated to non-fitment of parts.

3. Design

- 3.1 Hand Made Places has intellectual property for any concepts/design proposals submitted as a part of this or any subsequent proposal. Such illustrations of our proposed intent are commercially sensitive, confidential information, issued purely for the purposes of outlining our offer. These should not be released to any third party or used for any other purpose.
- 3.2 The Customer acknowledges and agrees that designs shall remain the exclusive property of the Hand Made Places and that these are protected by the applicable UK Design Registration Laws. Branded maintenance plates/labels are included on all products.
- 3.3 Where applicable, approval drawings will be issued electronically in 'pdf' format for approval and comment(s) and suitably redrafted up to first revision (minor changes).
- 3.4 Drawings issued to the Customer, or its agent, for approval shall be returned prior to Hand Made Places' commencement of fabrication/workshop drawings and/or production of materials. "Approval" means that drawings will have been examined and approved by the Customer, regarding dimensions/details, technical specification/content and areas relating to the interfaces to the work of others. Telephone, videoconference or, wherever practical, face to face assistance can be provided.
- 3.5 We assume that access for end user cleaning and maintenance, as may be required, will have been suitably risked assessed and considered by the Customer.
- 3.6 Whilst some designs may be subject to a review by an independent structural engineer, or full written structural calculations (if listed within our quote as an inclusion), requirements for other specialist building works processes e.g., planning permission, building regulations, or building warrants etc. are excluded from this offer.
- 3.7 Bird roosting or other pest control measures have not been considered unless stated otherwise.
- 3.8 Flame retardant treatments or other specialist finishes are not included unless clearly stated within our offer.

4. Playground Equipment Standards (EN 1176)

- 4.1 The selection, fitness for purpose and incorporation of any pre-designed standard products, which are sold on a Supply Only basis, is to be by others. Any conformity checks to BS EN standards for Supply Only items is to be by others.
- 4.2 Pre-designed products that are sold together with Hand Made Places' survey and installation services, will be certified to EN 1176-1 where applicable. Minor modifications to pre-designed products will be assessed by a third party for suitability under the BS/EN.

- 4.3 For any bespoke projects/items, which are designed specifically to your requirements, the products will need to be designed and then submitted for assessment by an independent 3rd party accredited consultant for compliance under EN 1176-1. Such requirement shall be stated within our offer, if included.
- 4.4 Historic or back-catalogue products may not have been assessed under EN 1176-1; please enquire with our technical sales team.
- 4.5 Where finished surfaces are existing or are designed/constructed by others, consideration of the products' Critical Fall Height/Free Fall Height are to be suitably risk assessed by others.
- 4.6 Should you require clarification on any products' specification, including its Critical Fall Height or certification status, then please enquire with our technical design department with your quotation reference number.

5. Ground Conditions, Substrate and Drainage

- 5.1 If commissioned to design and/or construct foundations, these shall be clearly stated within our quotation. It is assumed that a minimum ground bearing of 100kN/m² can be achieved in the existing substrata and that excavations shall be free from services, contaminated and/or hazardous materials, and shall be a "soft dig".
- 5.2 Any preliminary specification or dimensions stated by Hand Made Places for any foundations may be subject to change during detailed design stage.
- 5.3 No provision or consideration has been made or given to the possibility of steel reinforcements within any existing concrete foundations or to other specialist drilling/coring needs.
- 5.4 Engineer's check of sub-structure(s), that are not a part of Hand Made Places' work scope, is to be by others.
- 5.5 Rainwater pipes (if applicable) shall discharge at ground level.

6. Site Access, Installation, Delivery & Plant

- 6.1 The Customer is to provide safe consolidated access to the area of works, it is assumed that free parking is available for Hand Made Places operatives' vehicles.
- 6.2 The area of work and any access thereto shall be accessible and capable of supporting the loads imposed by Hand Made Places' delivery vehicles and any plant.
- 6.3 The ground should be flat and level and capable of remaining so after bad weather.
- 6.4 The offloading area should be capable of holding up to a 17m trailer for extended periods.
- 6.5 For cost effectiveness, Hand Made Places' default transport charges exclude mechanical offloading. Where Hand Made Places' installation services have been included and where reasonable to do so, goods shall be unloaded by the site team via manual handling techniques.
- 6.6 For efficiencies in logistics and transport, many play items are shipped in a flatpack form and require assembly as well as installation on site. Where we have included for installation within our offer, this installation charge will include the assembly also.
- 6.7 No allowances are made for a fall arrest system on Hand Made Places' delivery vehicles.
- 6.8 If area of works is more than 20 metres from the delivery access area, our quotation may be subject to a re-quote.
- 6.9 Hand Made Places assumes a suitably sized lay-down/storage area (10m x 20m) will be available <20m of the areas of installation.
- 6.10 It is assumed that installation shall be achieved via the use of manual handling techniques where it is deemed to be safe to do so, in line with Hand Made Places' RAMS.
- 6.11 Access for any plant, craneage and any other access or Equipment is required to areas of Hand Made Places' work.
- 6.12 It is assumed that any plant can be sited <20m of the works.
- 6.13 Any plant or access equipment hired by Hand Made Places to complete the works shall be "off-hired" on completion of the work and collection shall be arranged for the earliest possible time (a minimum of 5 days' may be required).
- 6.14 No consideration has been made within any delivery charges for providing FORS accredited transportation.

7. Attendances, Site Works & Labour

- 7.1 All Hand Made Places site staff will have the appropriate certification and proof of training in their relevant trades and any plant handling. All operatives will be DBS (basic) checked.
- 7.2 To offer competitive pricing, no provision has been made for security, welfare, power/water etc., we assume that these will be made available to us without charge(s).
- 7.3 We assume that the area of works will be closed by others, we may position temporary barrier tape to serve as a perimeter.
- 7.4 Hand Made Places will provide Health and Safety Information, Risk Assessments & Method Statements relevant to the installation.
- 7.5 Upon completion of our works and on hand over to the Customer, the nominated representative shall be required to sign a handover sheet with any relevant comments.
- 7.6 No allowance is made for an RPII Accredited Inspector's Post-Installation Inspection, a quotation can be provided by Hand Made Places if the customer has not sourced their own.
- 7.7 Our offer is based upon all works being carried out in one continuous visit, per area/run. Mobilisation costs for further site visits may be required.

- 7.8 The offer is based on normal working hours (i.e., Mon – Fri, 08:00 to 17:00 excluding public holidays)
- 7.9 For any surfacing prices quoted, these services will be subject to a final measure of the as laid area; the necessary price adjustment for which will be included within any final account invoice.

8. Warranty, Guarantees and Operations & Maintenance

- 8.1 Products are sold with a 12 months' parts and labour warranty, whereby Hand Made Places may repair or replace at its discretion any parts that are defective by design, material selection or finish and/or workmanship.
- 8.2 Timber products, which are pressure treated after workshop processes, carry a 10 years' manufacturer's guarantee against fungal decay or rot. Subject to qualifying criteria and end-user maintenance, parts will be replaced on an ex-works basis.
- 8.3 Extended service-life of up to 20 years' may be available. For full details, please see <https://www.handmadeplaces.co.uk/about-us/guarantees/>.
- 8.4 Weathering of wood including, but not limited to, greying, raised grain, splitting, cracking, warping, shrinkage, swelling, or any other physical property of the wood, are not a reason for claim under any warranty or guarantee.
- 8.5 Wetpour surfacing quoted is supplied with a 5-year guarantee against the faulty material only. This excludes 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.
- 8.6 Mulch surfacing quoted is sold with a 5-year guarantee against the faulty material only. This excludes light shedding of the rubber shreds, colour wear and tear, surface growth and wilful damage.
- 8.7 When commissioned to lay surfacing, and the preparation for this has been undertaken by others, issues with undulation, settlement and other 'sink' issues are excluded from any warranty, guarantee or other liability.
- 8.8 In not being familiar with the local surface water runoff, or the site's ability to adequately soakaway surface water, we cannot accept any responsibility to surface water issues that may occur during or after our works. This includes surface water that runs off or to adjacent land and boundaries.
- 8.9 Any surfacing guarantees or warranties exclude issues with cutbacks, infills and other repairs or 'patching up' to existing surfaces as well as issues relating to colour fastness.
- 8.10 For installations into bark/loose fill, the ongoing maintenance and 'topping up' of the surface is the responsibility of others.
- 8.11 Maintenance requirements will be outlined in our O&M pack; <https://www.handmadeplaces.co.uk/operations-and-maintenance>.
- 8.12 The customer accepts the responsibility for the routine, operational and annual inspection requirements, as well as the need for a play area risk assessment. Information may be found on the following link; <https://www.rospa.com/play-safety/advice/legal-aspects>

9. Credit Rating/Payment/Valuations

- 9.1 Payments must be made for design and engineering before work commences on site.
- 9.2 Should, for whatever reason (other than a delay by Broxap), the confirmed delivery date of the goods be delayed, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Finished goods that have been invoiced and paid for shall be 'stored' for 7 days without charge.
- 9.3 In the event where the 7-day period from 9.2 lapses, or in cases where we are requested to delay despatch, due to reasons beyond our control (e.g., site or depot space issues), then storage will be charged daily at £12.00 per day for a single pallet space (1mx 1.2m), and £20.00 per day for larger pallets (greater than a typical single pallet space). Unpalletized goods shall be measured according to their footprint.

10. Programme

- 10.1 Hand Made Places agrees to carry out the Works in accordance with a mutually agreed Programme.
- 10.2 Availability of certain materials is subject to manufacturer's stock levels and production dates.
- 10.3 Any preliminary programme supplied is subject to contract.

11. Form of Contract

- 11.1 Any Order arising from acceptance of this offer will be based on our Terms and Conditions of Sale, unless an alternative Form of Contract has expressly been agreed to in writing, signed by a Director(s) of Broxap Ltd.
- 11.2 Terms and Conditions of sale are available to view on our website <https://www.handmadeplaces.co.uk/wp-content/uploads/2017/10/Terms-Conditions-Sale-HMP.pdf>. Posted hard copies or electronic PDF copies are available on request. In the Customer having contacted Hand Made Places with their enquiry we deem that these conditions have been reviewed and accepted.

Basis of Offer – Hand Made Places

Individual qualifications from those below may have been superseded within the quotation lines. Unless clearly stated otherwise within our quotation lines, these assumptions shall apply. For any areas requiring inclusion, further clarification or discussion please contact us.



- 1. Prices**
 - 1.1 The offer is valid for 14 days from date of issue and assumes that any works will be completed within 6 months from acceptance.
 - 1.2 For contracts where the normal rules of VAT apply, then all prices shown are exclusive of VAT (and/or other duties).
 - 1.3 Prices may be subject to review, post structural design.
 - 1.4 The customer's acceptance of any part of this offer, shall equal their acknowledgment and acceptance of these assumptions.
 - 1.5 Should obvious errors in pricing or errors in arithmetic be discovered as part of this offer, at any stage, or for any discoveries found during any phase of the project we will be afforded the opportunity of correcting such error or withdrawing from any part of that product/service.
 - 1.6 Should there be an increase in costs of the material or services quoted within proposal we reserve the right to re-cost this offer.
- 2. Site Survey & Services**
 - 2.1 Notwithstanding any site meeting or information received, this offer is made on the basis that no formal site appraisal has taken place. An additional cost may apply if the site features obstacles that are not been considered; *inter alia* buried services, specialist surfacing, old foundations, high-water table, ground liable to flooding, hazardous materials.
 - 2.2 Broxap's "Site Survey" is defined as; Dimensional measure of existing ground & buildings; CAT scan to identify "live" underground hi-voltage cables; Visual inspection of surface drainage; and an assessment of access to the area of works.
 - 2.3 If commissioned to undertake "Site Survey", Broxap will require all areas of work to be accessible for surveyors.
 - 2.4 A date for the survey will be proposed following confirmation of the readiness of the site, with full and free access, an out of hours contact and a formal acceptance of your order by Broxap.
 - 2.5 Surveying appointments will be arranged and formally confirmed for a mutually agreed time. If our surveyors attend but are unable to complete (due to reasons beyond our control), then the costs associated with the aborted visit will need to be agreed before a further visit can be re-arranged.
 - 2.6 Typical exclusions from our Site Survey, consideration of; disused services; tracing drains or ducts (including empty ducts); service connections; inaccessible manhole covers (e.g., in the highway); working in areas that are either unsafe or not practical; telephone/communications and data cables; and geotechnical and ground-bearing pressure assessments.
 - 2.7 In respect of CDM and under the guidance of the HSE publication "Avoiding Danger from Underground Services", the client/landowner is obliged to provide to Broxap any information that will assist in the identification and routing of buried services.
 - 2.8 If a "Site Survey" is not taken up or where "as built" or other site information is provided to Broxap by the Customer, the Customer accepts that any risk associated to non-fitment of parts.
- 3. Design**
 - 3.1 Hand Made Places has intellectual property for any concepts/design proposals submitted as a part of this or any subsequent proposal. Such illustrations of our proposed intent are commercially sensitive, confidential information, issued purely for the purposes of outlining our offer. These should not be released to any third party or used for any other purpose.
 - 3.2 The Customer acknowledges and agrees that designs shall remain the exclusive property of the Hand Made Places and that these are protected by the applicable UK Design Registration Laws. Branded maintenance plates/labels are included on all products.
 - 3.3 Where applicable, approval drawings will be issued electronically in 'pdf' format for approval and comment(s) and suitably redrafted up to first revision (minor changes).
 - 3.4 Drawings issued to the Customer, or its agent, for approval shall be returned prior to Hand Made Places' commencement of fabrication/workshop drawings and/or production of materials. "Approval" means that drawings will have been examined and approved by the Customer, regarding dimensions/details, technical specification/content and areas relating to the interfaces to the work of others. Telephone, videoconference or, wherever practical, face to face assistance can be provided.
 - 3.5 We assume that access for end user cleaning and maintenance, as may be required, will have been suitably risked assessed and considered by the Customer.
 - 3.6 Whilst designs may be subject to a review by an independent structural engineer, or full written calculations if specifically stated as an inclusion, requirements for other specialist building works processes (e.g., planning permission, building regulations, or building warrants) are not included within this offer.
 - 3.7 Bird roosting or other pest control measures have not been considered unless stated otherwise.
 - 3.8 Flame retardant treatments or other specialist finishes are not included unless clearly stated within our offer.
- 4. Playground Equipment Standards (EN 1176)**

The selection, fitness for purpose and incorporation of any pre-designed standard products, which are sold on a *Supply Only* basis, is to be by others. Any conformity checks to BS EN standards for *Supply Only* items is to be by others.
- 4.2.** Pre-designed products that are sold together with Hand Made Places' survey, design, and installation services, will be certified to EN 1176-1 where applicable.
- 4.3.** For bespoke projects/items, which are designed specifically to your requirements, the products incorporated into such schemes will be designed and assessed by an independent 3rd party accredited consultant for compliance under EN 1176-1.
- 4.4.** Historical or "back-catalogue" products may not have been designed or assessed under EN 1176-1; please enquire with our technical sales team.
- 4.5.** Where finished surfaces are existing or are designed/constructed by others, consideration of the products' Critical Fall Height/Free Fall Height are to be suitably risk assessed by others.
- 4.6.** Should you require clarification on any products' specification, including its Critical Fall Height or certification status, then please enquire with our technical design department with your quotation reference number.
- 5. Ground Conditions, Substrate and Drainage**
 - 5.1. If commissioned to design and/or construct foundations, these shall be clearly stated within our quotation. It is assumed that a minimum ground bearing of 100kN/m² can be achieved in the existing substrata and that excavations shall be free from services, contaminated and/or hazardous materials, and shall be a "soft dig".
 - 5.2. Any preliminary specification or dimensions stated by Hand Made Places for any foundations may be subject to change during detailed design stage.
 - 5.3. No provision or consideration has been made or given to the possibility of steel reinforcements within any existing concrete foundations or to other specialist drilling/coring needs.
 - 5.4. Engineer's check of sub-structure(s), that are not a part of Hand Made Places' work scope, is to be by others.
 - 5.5. Rainwater pipes (if applicable) shall discharge at ground level.
- 6. Site Access, Delivery and Plant**
 - 6.1. The Customer is to provide safe consolidated access to the area of works, it is assumed that free parking is available for Hand Made Places operatives' vehicles.
 - 6.2. The area of work and any access thereto shall be accessible and capable of supporting the loads imposed by Hand Made Places' delivery vehicles and any plant.
 - 6.3. The ground should be flat and level and capable of remaining so after bad weather.
 - 6.4. The offloading area should be capable of holding up to a 17m trailer for extended periods.
 - 6.5. For cost effectiveness, Hand Made Places' default transport charges exclude mechanical offloading. Where Hand Made Places' installation services have been included and where reasonable to do so, goods shall be unloaded by the site team via manual handling techniques.
 - 6.6. For efficiencies in logistics and transport, may play items are shipped in a flatpack form and require assembly as well as installation on site. Where we have included for installation within our offer, this installation charge will include the assembly also.
 - 6.7. No allowances are made for a fall arrest system on Hand Made Places' delivery vehicles.
 - 6.8. If area of works is more than 20 metres from the delivery access area, our quotation may be subject to a re-quote.
 - 6.9. Hand Made Places assumes a suitably sized lay-down/storage area (10m x 20m) to be made available within 20m of the areas of installation.
 - 6.10. It is assumed that installation shall be achieved via the use of manual handling techniques where it is deemed to be safe to do so, in line with Hand Made Places' RAMS.
 - 6.11. Access for any plant, craneage and any other access or Equipment is required to areas of Hand Made Places' work.
 - 6.12. It is assumed that any plant can be sited <20m of the works.
 - 6.13. Any plant or access equipment hired by Hand Made Places to complete the works shall be 'off-hired' on completion of the work and collection shall be arranged for the earliest possible time (a minimum of 5 days' may be required).
 - 6.14. No consideration has been made within any delivery charges for providing FORS accredited transportation.
- 7. Attendances, Site Works & Labour**
 - 7.1. All Hand Made Places site staff will have the appropriate certification and proof of training in their relevant trades and any plant handling. All operatives will be DBS checked.
 - 7.2. To offer competitive pricing, no provision has been made for security, welfare, power/water etc., we assume that these will be made available to us without charge(s).
 - 7.3. We assume that the area of works will be closed by others, we may position temporary barrier tape to serve as a perimeter. Should a more secure exclusion zone be required, there may be an additional cost for this.
 - 7.4. Hand Made Places will provide Health and Safety Information, Risk Assessments & Method Statements relevant to the installation.
 - 7.5. Upon completion of our works and on hand over to the Customer, the nominated representative shall be required to sign a handover sheet with any relevant comments.
- 7.6.** Our offer is based upon all works being carried out in one continuous visit, per area/run. Mobilisation costs for further site visits may be required.
- 7.7.** The offer is based on normal working hours (i.e., Mon – Fri, 08:00 to 17:00 excluding public holidays)
- 7.8.** For any surfacing prices quoted, these services will be subject to a final measure of the as laid area; the necessary price adjustment for which will be included within any final account invoice.
- 8. Warranty and Guarantees**
 - 8.1. Products are sold with a 12 months' parts and labour warranty, whereby Hand Made Places may repair or replace at its discretion any parts that are defective by design, material selection or finish and/or workmanship.
 - 8.2. Timber products, which are pressure treated after workshop processes, carry a 10 years' manufacturer's guarantee against fungal decay or rot. Subject to qualifying criteria and end-user maintenance, parts will be replaced on an ex-works basis.
 - 8.3. Extended service-life of up to 20 years' may be available. For full details, please see <https://www.handmadeplaces.co.uk/about-us/guarantees/>.
 - 8.4. Weathering of wood including, but not limited to, greying, raised grain, splitting, cracking, warping, shrinkage, swelling, or any other physical property of the wood, are not a reason for claim under any warranty or guarantee.
 - 8.5. Wetpour surfacing quoted is supplied with a 5-year guarantee against the faulty material only. This excludes 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.
 - 8.6. Mulch surfacing quoted is sold with a 5-year guarantee against the faulty material only. This excludes light shedding of the rubber shreds, colour wear and tear, surface growth and wilful damage.
 - 8.7. When commissioned to lay surfacing, and the preparation for this has been undertaken by others, issues with undulation, settlement and other 'sink' issues are also excluded from any warranty, guarantee or other liability.
 - 8.8. In not being familiar with the local surface water runoff, or the site's ability to adequately soakaway surface water, we cannot accept any responsibility to surface water issues that may occur during or after our works. This includes surface water that runs off or to adjacent land and boundaries.
 - 8.9. Any surfacing guarantees or warranties exclude issues with cutbacks, infills and other repairs or 'patching up' to existing surfaces as well as issues relating to colour fastness.
 - 8.10. For installations into bark/loose fill, the ongoing maintenance and 'topping up' of the surface is the responsibility of others.
 - 8.11. Maintenance requirements will be outlined in our O&M pack; <https://www.handmadeplaces.co.uk/operations-and-maintenance/>.
- 9. Credit Rating/Payment/Valuations**
 - 9.1. Payments must be made for design and engineering before work commences on site.
 - 9.2. Should, for whatever reason (other than a delay by Broxap), the confirmed delivery date of the goods be delayed, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Finished goods that have been invoiced and paid for shall be 'stored' for 7 days without charge.
 - 9.3. In the event where the 7-day period from 9.2 lapses, or in cases where we are requested to delay despatch, due to reasons beyond our control (e.g., site or depot space issues), then storage will be charged daily at £12.00 per day for a single pallet space (1mx 1.2m), and £20.00 per day for larger pallets (greater than a typical single pallet space). Unpalletized goods shall be measured according to their footprint.
- 10. Programme**
 - 10.1. Hand Made Places agrees to carry out the Works in accordance with a mutually agreed Programme.
 - 10.2. Availability of certain materials is subject to manufacturer's stock levels and production dates.
 - 10.3. Any preliminary programme is for information and is subject to contract.
- 11. Form of Contract**
 - 11.1. Any Order arising from acceptance of this offer will be based on our Terms and Conditions of Sale, unless an alternative Form of Contract has expressly been agreed to in writing, signed by a Director(s) of Broxap Ltd.
 - 11.2. Terms and Conditions of sale are available to view on our website <https://www.handmadeplaces.co.uk/wp-content/uploads/2017/10/Terms-Conditions-Sale-HMP.pdf>. Posted hard copies or electronic PDF copies are available on request. In the Customer having contacted Hand Made Places with their enquiry we deem that these conditions have been reviewed and accepted.

- GENERAL**
 - 1.1 The following expressions shall have the following meanings:
 - 1.1.1 "Buyer" the individual or firm company or other party from whom an Order to Supply Goods and/or provide Services is received by the Seller.
 - 1.1.2 "Conditions" the standard terms and conditions of sale of the Seller as set out in these terms and includes any additional terms and conditions of sale agreed by the Seller and the Buyer.
 - 1.1.3 "Contract" a contract for the Supply of Goods and/or provision of Services by the Seller to the Buyer whether made verbally or in Writing.
 - 1.1.4 "Date of Delivery" the date on which delivery of the Goods or Services takes place pursuant to the Contract.
 - 1.1.5 "Goods" the goods, articles, or items which the Seller is to supply under the Contract.
 - 1.1.6 "Hazards" any underground services, hazards, and impediments to reasonable excavation conditions.
 - 1.1.7 "Order" an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.
 - 1.1.8 "Seller" Broxap Limited or the trading division, subsidiary or holding company or associate of the company of the Seller as defined in the Buyer's Writing.
 - 1.1.9 "Services" the work, installation, maintenance, services, or any of them to be provided and delivered by the Seller pursuant to the Contract.
 - 1.1.10 "Site" the premises or location nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.
 - 1.1.11 "Writing" includes facsimile transmission, electronic mail, and other comparable means of communication.
- ORDERS, ACKNOWLEDGEMENTS, CONDITIONS AND VARIATIONS**
 - 2.1 Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in Writing no Order shall be binding on the Seller unless and until it has been acknowledged in Writing by the Seller.
 - 2.2 Any Conditions or incorporated terms of any goods or materials in the obligations between the Seller and the Buyer. In the case of any inconsistency between any order or quotation incorporating or referring to these Conditions and any letter, letter or form of contract sent by the Buyer to the Seller, the order may be their respective dates, the provisions of these Conditions shall prevail.
 - 2.3 These Conditions apply to all the Seller's sales and any variation to these Conditions and any representations about the Goods and the Services shall have no effect unless expressly in Writing by the Seller.
- DESCRIPTION**
 - 3.1 The description of the Goods and/or Services shall be set out in the Seller's quotation.
 - 3.2 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists, advertising literature or samples provided to and inspected by the Buyer do not guarantee the accuracy and are intended merely to represent a general picture and/or quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or a sale by sample.
 - 3.3 If the Buyer wishes to order Goods manufactured with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but the Seller reserves the right at any time without notice to the Buyer to change or modify the particulars of any specifications, description, drawing, illustration and/or particulars of any goods or materials in their manufacture and to supply the Goods as so modified or substitute similar goods of equivalent type. The Seller gives no representations as to the condition of the Goods, their fitness or purpose or the measurements or specifications of any Goods unless it is confirmed in Writing by the Seller.
- DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY**
 - 4.1 All rights of patents, registered designs, trademarks, registered designs, trademarks, copyrights, or any other intellectual property owned by the Seller shall pass in any way to the Buyer in relation to the Goods or Services provided under these Conditions. The Seller gives no warranties or representations in relation to the Seller's patents, registered designs, trademarks, copyrights, or any other intellectual property and does not warrant or represent that any registered patents, registered designs, trademarks, copyrights, or any other intellectual property are valid or will remain registered.
 - 4.2 Where Goods are manufactured or supplied in accordance with a pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification, pattern or design but also for such specification, pattern or design and to indemnify the Seller, its trade mark, registered design, copyright or any other proprietary right of any third party and the Buyer shall indemnify and keep the Seller indemnified in full against any loss, damage or expense whatsoever (including costs) which the Seller may incur in or in connection with the Contract or in consequence of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right and the Buyer acknowledges that the Seller shall be under no liability of any description to the Buyer if the Goods prove to be indistinguishable from the original.
 - 4.3 To the extent that the Seller has agreed in Writing to make patterns especially for the Buyer the same shall become the property of the Buyer when paid in full. Any replacements, alterations or repairs to any Buyer's patterns or equipment shall be paid for by the Buyer.
 - 4.4 The Seller shall have no responsibility for any loss of or damage to any equipment, or other items of the Buyer's property whilst on the Seller's premises arising from inadequate storage or any unauthorised, injurious act or omission by any employee of the Seller and the Buyer must arrange its own insurance at all times for such equipment.
 - 4.5 The Seller shall have a general lien on all the Buyer's property in the Seller's possession for all sums due at any time from the Buyer and shall be entitled to retain possession of all such property until the sums due are paid and on the expense of the Buyer and apply the proceeds in and towards the payment of such sums on 28 days' notice in Writing to the Buyer. On accounting to the Buyer for any balance remaining after payment of any sums due to the Seller and the costs of sale or disposal, the Seller shall be discharged of any liability whatsoever in respect of the Buyer's property.
- QUOTATIONS AND PRICE**
 - 5.1 The Seller's quotations are estimated and valid on the date of quotation and are provisional in so far as they are subject to alteration by reference to any change in the price of raw materials, any item to be acquired by the Seller from a third party, rates of wages, other costs of production, the conditions of sale for the avoidance of doubt shall be at the Buyer's sole risk and expense and the Seller's control taking place between the date of the quotation and the Buyer's placing of an Order in respect thereof. For the avoidance of any doubt, prices are subject to review in the event of any such variation.
 - 5.2 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any other thereof:
 - 5.2.1 any increase in the cost of materials or services required by the Seller for the completion of the Contract;
 - 5.2.2 any increase in wages or production and manufacturing costs, taxes, duties and levies and overheads;
 - 5.2.3 any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any labour problems;
 - 5.3 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract if the Seller becomes aware of facts or circumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12.
 - 5.4 Unless otherwise stated, the price set out in the Seller's quotation shall be exclusive of any value added tax, insurance, packaging, cost of carriage to the contracted place of delivery, cost of unloading and installation of the Goods which for the avoidance of doubt shall be at the Buyer's sole risk and expense and any additional charges incurred by the Seller including but not being limited to congestion charges, parking charges, local authority licences and charges for skip and plant hire.
 - 5.5 Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller, carriage paid, within 1 month from the date of despatch. In instances where the Seller is working from a new pattern or design, the Seller may submit samples for approval to the Buyer before manufacturing most of the Order which will only be commenced on receipt of such approval in Writing. The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that the Buyer has no Hazardous materials on the site. If the Seller has the right to carry out a Site survey at the expense of the Buyer upon the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of these and notify the Buyer of any additional charge payable pursuant to Condition 10. The Seller's judgment of any Hazards is only a guide and the Buyer remains responsible for the report and/or movement of the Hazards.
 - 5.7 The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller's quotation shall be based on the Seller's estimate which the Buyer acknowledges may alter once the Seller provides it with a revised quotation. If the Buyer is unable to meet the costs quoted by the Seller the Seller reserves the right to withdraw from the Site and to enforce payment for completion of the Services.
 - 5.8 The Seller's quotation assumes normal working hours of 8.00am to 6.00pm (excluding weekends) and the Seller reserves the right to increase the Contract price if work outside of these hours is required.
 - 5.9 The Buyer warrants that all information supplied to Seller is complete and accurate and the Seller reserves the right to amend the quotation and/or the Contract price or terminate the Contract in the event of any breach of this warranty.
- DELIVERY**
 - 6.1 Delivery of Goods shall be deemed to be effected by the Seller, (a) where Goods are delivered by the Seller, when the same arrive prior to unloading at the Buyer or at the installation site, (b) where the Goods are delivered by an independent carrier, at the time of loading onto the carrier's vehicle, (c) where Goods are collected by or on behalf of the Buyer by its servants or agents, when the same are collected or (d) in the case of Services shall be deemed to be delivered at the time of completion by the Seller of the Services.
 - 6.2 Whilst the Seller offers every reasonable effort to complete the Contract by the estimated date of delivery, any delay to the Buyer by the Seller following acknowledgement of the Contract of such date or dates shall constitute the times by which the Seller expects to effect such delivery and if no time is agreed delivery and/or provision will be within a reasonable time but the time for performance of the Contract shall be the date of completion of the Contract. The Seller's failure to deliver and/or provide by the due date(s) shall not constitute a breach of Contract and the Seller shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever.
 - 6.3 The Buyer shall ensure that, where Goods and/or Services are to be delivered by the Seller and/or its servants or agents, full and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services.
 - 6.4 Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the occurrence of any such cause inform the other party in Writing, stating that such cause has delayed or prevented its performance under the Contract and thereafter such party shall take all action within its power to comply with the Contract and the Contract shall be deemed to have been performed.
 - 6.5 If the Buyer fails to take delivery of the Goods for any reason, the Buyer shall pay the Seller for any redelivery required by the Buyer.
 - 6.6 The Seller reserves the right to deliver to the Goods outside the UK. Where the Goods are to be transported via sea transit the Seller and the Buyer agree that the Seller is required to serve on the Buyer such notice as provided for in section 32(3) of the Sale of Goods Act 1979.
 - 6.7 All pallets, crates, wheels, and other packaging specified as returnable will be charged for and credited if not returned within 28 days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.
- QUANTITIES AND INSTALLMENTS**
 - 7.1 Where Goods are delivered and/or Services are provided by instalments each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly, but no default in respect of any one instalment shall affect due performance of the Contract as regards other instalments.
 - 7.2 If Goods and/or Services are to be delivered in instalments, the Seller shall be entitled to include each instalment as when delivery and/or provision is made and payment for all delivered and/or Services provided by instalments shall be due notwithstanding non-delivery and/or non-provision of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of goods and/or provision of Services under the Contract but without prejudice to any other right the Buyer may have under any of the other provisions of these Conditions.
 - 7.3 The Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either way of the quantity ordered, and the Buyer shall pay the price of the Goods received.
- SUSPENSION AND CANCELLATION**
 - 8.1 If the Buyer is in default under the Contract this will only be accepted at the sole discretion of the Seller and unless otherwise agreed in Writing only upon condition that any costs, charges, or expenses (both direct and consequential) incurred by the Seller up to the date of cancellation and any loss of or loss or damage (both direct and consequential) incurred by the Buyer by reason of such cancellation will be reimbursed by the Buyer to the Seller forthwith. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in Writing.
 - 8.2 If the Buyer shall suspend deliveries of goods and/or provision of Services under the Contract but without prejudice to any other right the Buyer may have under any of the other provisions of these Conditions, the Seller shall be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to the Seller any amount which is not then due and payable by the Seller or for which the Seller disputes liability.
 - 8.3 If the Buyer fails to pay the Seller any sum due pursuant to the Contract by the due date the Buyer will be liable to interest to the Seller on such sum from the date for payment to the annual rate of 4% above the base lending rate of National Westminster Bank plc, accruing daily until payment is made, whether before or after any judgement. The Seller is also entitled to levy an additional charge which may be incurred by the Seller because of the Seller pursuing the Buyer for payment.
 - 8.4 The Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.
 - 8.5 If the Buyer pays all or part of its credit account with a cheque and the cheque is dishonoured, the Seller reserves the right to debit the Buyer's credit account with any charge levied by the Seller's bankers and/or any other third party in respect to the handling of the dishonoured cheque.
 - 8.6 Where the Seller agrees to supply the Goods and/or Services by instalments, any delay or default in making payment of one (or more) instalment(s), will render all remaining instalments due immediately and payable together with interest in accordance with Condition 9.4.
- INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES**
 - 10.1 When the Contract includes provision of Services by the Seller, the Seller will supply all necessary personnel and tools for the provision of the Services to allow or assist the Seller to provide the Services.
 - 10.2 Where Services are to be provided under Condition 10.1, unless otherwise agreed the Buyer will be responsible for (as appropriate):
 - 10.2.1 all necessary preparation of the Site including, but not being limited to, all work to buildings, foundations, supporting structures and fixing points;
 - 10.2.2 the proper unloading, safe-keeping and insurance of the Goods from the time of delivery;
 - 10.2.3 the provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller to provide the Services;
 - 10.2.4 any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services;
 - 10.2.5 giving the Seller access to and possession of the Site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit;
 - 10.2.6 the removal of all debris and surplus materials from the Site at its sole cost and expense.
 - 10.3 The Buyer acknowledges that the Seller may not be able to perform the Services unless the Buyer has complied with its obligations under Condition 10.2. If the Buyer fails to provide all or any of the items referred to in Condition 10.2 when the Seller reasonably requires them or to its reasonable satisfaction, the Seller may in its discretion and at its sole option either arrange for the provision of such item or items as it may require and charge such expense as may be incurred in providing such item or items to the Buyer or invoke the provisions of Condition 10.4 below.
 - 10.4 The Seller reserves the right to require the Buyer to provide the Services in primary importance to the Seller. In the event that the Seller is unable to provide the Services at the time and/or on the dates agreed between the parties due to the failure of the Buyer to comply with any of its obligations under Condition 10.2, the Seller reserves the right to terminate the Contract or may have for failure by the Buyer to take delivery of the Services under the Contract, the Buyer agrees to pay to the Seller a sum to be determined by the Seller acting reasonably and with reference to its standard rates charged for the provision of Services similar or identical to the Services by way of compensation for each day or part of a day by which the Seller is prevented from providing the Services, subject to a maximum of the Contract price.
- BUYER'S WARRANTIES**
 - 11.1 The Buyer warrants that:
 - 11.1.1 where the Goods are to be installed and/or the Services are to be performed in or at the premises of any third party it has full and proper authority for the Seller to enter the premises of that third party to install the Goods and/or perform the Services and undertakes with the Seller to inform it forthwith in the event of any suspension or termination of that authority;
- TITLE TO GOODS**
 - 11.2 The installation of the Goods and/or the provision of the Services will not contravene any statutory provisions, for the avoidance of doubt including, but not limited to, relevant Highways legislation and will not infringe any third party rights.
 - 11.3 It has obtained all relevant licences and consents to allow for the Seller to perform the Services and it has complied with all requirements applicable to the Goods;
 - 11.4 It has carried out a full inspection of the areas on which the Seller is performing the Services and has arranged for the preparation where appropriate of all necessary risk assessments, method statements and relevant drawings, including, but not limited to, site, programme, construction and drawings;
 - 11.5 It has taken all reasonable precautions to ensure that all areas on which the Seller is performing the Services are safe and without risk to health;
 - 11.6 It has made such enquiries as are reasonable to ensure that all areas on which the Seller is performing the Services are free from latent defects and agrees to full indemnify the Seller against and to indemnify all claims which arise from any subsequent discovery of a latent defect on such area;
 - 11.7 It will enable the Seller to deliver the Goods and/or perform the Services on site as required by the Seller and time shall be of the essence in this regard;
 - 11.8 It has assessed the Goods in relation to its requirements and determined that the Goods are suitable and fit for the purposes the Buyer intends;
 - 11.9 Installation, use and operation of the Goods, equipment, both before and after installation and during operation, with all relevant legislation including but not being limited to health and safety legislation;
 - 11.10 Where the Buyer provides any piece of equipment for the installation and/or operation of the Goods, the Seller (fair wear and tear excepted) in connection with the Goods, the use of such piece or pieces of equipment is fit for purpose and does not adversely affect the suitability or fitness for purpose of the Goods.
 - 11.11 It is fully compliant and has complied with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 11.2 The Buyer shall indemnify and hold the Seller and its officers, directors, employees, and agents harmless against any claims, demands, liability, interest loss and/or reasonable legal fees arising from:
 - 11.2.1 any misrepresentation and/or breach by the Buyer of the warranties contained in Condition 11.1; and/or
 - 11.2.2 not prejudice to the foregoing any breach by the Buyer of any of these Conditions.
- ADDITIONAL GOODS/SERVICES**
 - 12.1 Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing therefor and upon acceptance in Writing by the Seller of such Order the provisions of these Conditions shall apply to those additional Goods and/or Services.
- SELLER'S WARRANTY**
 - 13.1 Subject to any warranty stated in the Order the Seller shall make good by replacement or, at its option, repair any failure (fair wear and tear excepted) in the Goods and/or Services which, under conditions of proper use and maintenance, results from defects in the Seller's manufacture, design, material, or workmanship and which appears not later than 12 months after the date of delivery or after the date on which the provision of the Services is completed.
 - 13.2 Notwithstanding the provisions of Condition 13.1, in the case of a claim falling within Condition 13.1, the Seller reserves the right at its sole discretion to credit the Buyer the price paid for the Goods and/or Services and to indemnify and keep indemnified the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller arising out of or in connection with such removal or disposal.
 - 13.3 The Seller shall not be bound under this Condition shall automatically cease if:
 - 13.4 the Buyer shall not have paid for all Goods supplied and/or Services provided under any Contract by the due date or is otherwise in breach of this or any other contract made with the Seller; or
 - 13.4.2 the Buyer gets out in Condition 13.1 shall be in lieu of any warranties conditions or undertakings whether express or implied by statute, common law or otherwise however which warranties, conditions and undertakings are hereby expressly excluded, except that such exclusions will not apply to the Seller's obligation under the Contract or a fundamental breach thereof when the property is to pass; or
 - 13.5.2 when the Buyer defaults as a consumer (as defined in section 12 Unfair Contract Terms Act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose.
 - 13.6 The Seller's responsibility is limited to the terms of the foregoing provisions of this Condition and (except in respect of defect or personal injury resulting from the negligence of the Seller, its servants or agents) the Seller shall not be liable for any claim for direct or indirect consequential or incidental loss, injury, delay, expense or damage of any kind whatsoever and however caused (including but not limited to loss of profit) made by the Buyer or any third party (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Goods and/or Services to which the Contract relates.
 - 13.7 Any Goods that are designed for access control purposes are designed to deter unauthorised access. For the avoidance of any doubt, the Seller gives no warranty that the Goods or its installation thereof will prevent unauthorised access and the Seller shall not be held liable for any loss or damage however arising as a result of unauthorised access to the Buyer's property by any third party whether a trespasser or otherwise or unauthorised interference with the Goods.
 - 13.9 The Buyer acknowledges and agrees that some goods supplied by the Seller which are made of wood have been machine finished and pressure treated for life. As a result, the wood has a moisture content which under certain conditions, including but not being limited to sun, air and earth, will periodically shrink and expand and cause stress cracks in line with the grain. The Seller guarantees that any pressure treated timber which has fungal treatment for 10 years of the date of delivery will be replaced on an ex works basis provided that the Buyer returns the defective timber to the Seller at the Buyer's own cost.
 - 13.10 The Seller does not warrant that any two items supplied by it will be identical in colour and the Buyer acknowledges that it shall have no recourse against the Seller in this regard unless the differential in colour (when originally stated) to be the same by the Seller) is material.
- GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES**
 - 14.1 Where the Goods which are the subject of the Contract are not manufactured by the Seller and are delivered direct to the Buyer or collected by or on behalf of the Buyer from the manufacturer or other third party, the Seller shall not be liable for any loss or damage to such Goods whatsoever or whenever occurring.
- TITLE TO GOODS**
 - 15.1 Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.
 - 15.2 The Seller retains the title to the Goods and the Buyer, the Buyer shall store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- RISK AND INSURANCE**
 - 16.1 The risk in the Goods and Services shall pass to the Buyer at the time of delivery as provided for in *Motion 6* however such risk shall be deemed to be delivered at the time of completion by the Seller of the Services.
 - 16.2 Notwithstanding the reservation of title contained in Condition 15.1, the Buyer shall insure the Goods and/or any products made wholly or partly therefrom against fire and theft and the Seller shall be given reasonable or the full amount of the price payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date title in the Goods passes to the Buyer pursuant to Condition 15.1 or practical completion of the Services has been taken place and procure that the interest of the Seller as the owner of the Goods and/or perform of the Services is noted on the policy of such insurance and produce such policy to the Seller for inspection on demand.
- HEALTH AND SAFETY AT WORK (Etc) ACT 1974**
 - 17.1 The attention of the Buyer is drawn to the provisions of section 6 Health and Safety Act (Etc) Act 1974. The Seller will make available upon request information on the design, construction, and installation of its products to ensure, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, agents, or any person to whom the Seller is providing the Goods and/or Services, to whom the Buyer reasonably considers any such information should be given.
- FORCE MAJEURE**
 - 18.1 The Seller has the right to defer the date of delivery or to cancel the Contract or to reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including but not being limited to, acts of God, governmental action, or amalgamation, emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give written notice to the Seller to terminate the Contract.
- TERMINATION**
 - 19.1 Without prejudice to any other rights or remedies which the parties may have, the Seller may terminate the Contract and/or suspend the performance of the Contract if:
 - 19.1.1 the Buyer commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - 19.1.2 the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of companies) and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - 19.1.3 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts;
 - 19.1.4 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator of the Buyer is given by the Buyer or its directors, or a resolution is passed or a petition presented to any court for winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;
 - 19.1.5 the Buyer ceases or threatens to cease to carry on its business; or
 - 19.1.6 there is a change of control of the other party (within the meaning of section 114.04 of the Corporation Tax Act 2010).
 - 19.2 In the event of termination of the Contract, or any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods or Services supplied but for which no invoice has been submitted, the Seller shall submit an invoice, for which shall be payable by the Buyer immediately upon receipt.
- GENERAL**
 - 20.1 If at any time any one or more of the provisions or part thereof of these Conditions becomes or is invalid, illegal, or unenforceable in any respect under any law or is held by a court to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
 - 20.2 The Conditions and any every Contract made pursuant to them shall be governed by and construed in all respects in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the exclusive jurisdiction of the English Courts.
 - 20.3 Any dispute shall be referred to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party by which the dispute arises or to the address given by the Buyer or its directors.
 - 20.3.1 if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
 - 20.3.2 if delivered by hand, on the day of delivery;
 - 20.3.3 if sent by fax, on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.
 - 20.4 No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and shall not be prejudicial by any forbearance or indulgence granted by it to the Buyer.
 - 20.5 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.
 - 20.6 The Seller may assign the Contract or any part of it to any firm, person or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
 - 20.7 The Seller reserves the right to substitute any part of the Order or Contract. The Buyer acknowledges and agrees that details of the Buyer's name, address and personal data may be submitted to a credit reference agency and payment data will be processed by and on behalf of the Seller.
 - 20.9 Notice of the contract is intended to constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party

Toddler Climbing Frame Replacement

We have agreed previously to replace the current toddler climbing frame with a new one. Our choice was the Action Station 3 provided by Broxap.

Due to an error on their part, we were quoted an incorrect price that did not include the cost of essential groundworks for the wet pour safety surface. The additional costs for these works is £3,150. I have tried to negotiate a discount from Broxap as a gesture of good will for their error but they have been unable to grasp the concept of a discount. We therefore have 4 options:

Option 1:

Install wet pour with groundworks and timber edging - £3150 ex VAT additional to our current quotation of £16,830.

Option 2:

Install wet pour with groundworks and Scandinavian edging - £2850 ex VAT additional to our current quotation.

Option 3:

Swap the wet pour for rubber mulch, no groundworks or edging required – replace the wet pour on our current quotation with rubber mulch - £190 ex VAT additional to our current quotation.

Option 4:

Buy a different climbing frame.

The original quotation and details are attached as a separate PDF document.

For discussion.

TOFT PARISH COUNCIL MONTHLY FINANCIAL STATEMENT

May-24

Summary of previous month

Balance brought forward 114,884.40

Adjustments

Expenditure approved at previous / between meetings

OPUS ENERGY	STREETLIGHTING	-230.32
FOXCOTTE TREE		-684.00
M YEADON	BUS SHELTER EXPENSES	-61.00

Credits

NATIONWIDE	BANK INTEREST	708.72
SCDC	PRECEPT	21,679.00

Total Adjustments 21,412.40

Balance revised after adjustments 136,296.80

Bank Reconciliation to latest statement

Account	Funds	Statement	Outstanding
Unity Trust Bank	98,503.84	98,503.84	0.00
Natwest Current Account	394.32	394.32	
Nationwide BS	37,398.64	37,398.64	
Total	136,296.80	136,296.80	0.00

Expenditure for approval

SALARIES		£ 192.51
TOFT PEOPLES HALL	ROOM HIRE	15.00
LGS SERVICES	ADMIN SUPPORT APRIL	502.52
TOFT PEOPLES HALL	ROOM HIRE	15.00

725.03

Balance C/F 135,571.77

Ben Stoehr
Responsible Financial Officer

Notes:

Late invoices will be brought to the meeting