

Quotation
Anwyl Construction
Leap Area

22nd April 2013



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Our Ref: Q-03761-M1K2rev3

Richard Massey
Quantity Surveyor
Anwyl Construction Co Ltd
Mona Terrace
Prince Edward Avenue
Rhyl
Denbighshire
LL18 4PH

Dear Sirs,

Further to your enquiry, I have pleasure enclosing our revised quotation to supply and install play equipment with safer surfacing. This quotation is valid for 60 days.

Hags SMP have been manufacturing children's play equipment for over 50 years and are still proud to manufacture our products in Britain. All equipment manufactured by us is independently tested and certified to the European Standard EN1176. Our safety surfacing is certified to EN1177. Our structural steelwork is guaranteed for 30 years; please refer to your copy of our guarantees and certificates at the end of this quotation.

Should you require any further information or assistance, please do not hesitate to contact me. Alternatively you may contact my co-ordinator Abigail Foster at our northern office.

I look forward to hearing from you in the near future and assure you of our best attention at all times.

Yours sincerely,

Hags SMP



Leon Wilson
Area Manager

Contact telephone numbers:

Leon Wilson
Abigail Foster

Area Manager: 07860 7190062 (mobile number)
Sales Co-ordinator: 01757 703620 (northern office)



Summary of Quotation

Total List price	£32,847.58
Total Discount	£2,443.50
Quote Total	£30,404.08
	Plus V.A.T



Play Value Symbols

 Balancing	Balancing activities are essential for a child's physical and cognitive development.	 Ball Play	Ball play encourages physical and social interaction skill development.	 BMX	BMX riders will be able to practise and hone their riding skills.
 Chilling	Chilling or relaxation time is important for rest, recovery and social interaction.	 Climbing	Climbing activities promotes upper body muscular development and risk awareness.	 Crawling	Crawling activities help develop complete body strength and coordination skills.
 Exploring	Explorative play inspires young minds promoting healthy cognitive and social development.	 Fitness	encourages physical activity and healthy living; it helps build muscular strength and motor skills.	 Gliding	Gliding is a fun activity to inspire young minds whilst promoting upper body strength development.
 Hanging	Whilst fun also promote risk awareness and encourage upper body strength development.	 Inclusive	Everyone and anyone can join in to play and interact.	 Interacting	Interacting with one another helps build social skills one of the key life skills required.
 Imaginative	Imaginative unstructured free play is vital for healthy cognitive and social development.	 Jumping	Jumping activities promote lower body and core strength development.	 Learning	Learning helps to encourage the development of intellectual skills.
 Rocking	Rocking can have a calming effect as well as promoting development of coordination by stimulating the sensory system.	 Rocking & Rotating	Rocking & Rotating is fun and movement stimulates the sensory system which helps to develop fine and gross motor skills.	 Running	Running helps develop coordination and physical strength.
 Sand Play	Sand adds a new texture dimension to creative play.	 Skate	Skaters can develop their boarding skills, physical strength and interact with other like-minded individuals.	 Sliding	Sliding activities are fun!
 Sensory	Sensory play involves the use of one or more of the five senses, touch, sight, smell, taste and hearing.	 Spinning	Spinning activities are exciting and help develop fine and gross motor skills as the sensory system is stimulated by movement.	 Single Swinging	Swinging gives the feeling of flying and momentary weightlessness.
 Group Swinging	The thrill of swinging whilst interacting with others!	 Tactile	Tactile Play which involves the sense of touch,	 Water Play	Water adds a new texture dimension to play.



Quotation

2.4m Olympic 2 Seat Swing with Flat Seats - (V-SW0242(001)) Age Range:2+



Whilst playing equipment has progressed and evolved immeasurably over the years, there are some classic pieces of equipment that will always remain popular and important in any play-scheme. SMP's new range of stylish Olympic 2012 swings will be a great addition to every play area. This 2.4m high swing frame is suitable for junior age children and upwards and its two seats provide a great environment for children to interact and develop socially. Swing supplied with no. flat seats for older children.

Beneficial to the muscles in the arms, torso and legs, and an excellent example of locomotor play, the swing remains important to a child's physical development. It also requires adult intervention for the very young, encouraging interaction during play, making for a very positive bonding experience.

Play Value



Cost

Supply 1 No 2.4m Olympic 2 Seat Swing with Flat Seats	£1,575.00
Soft Dig Installation	£495.00
Supply 19 No Grassmatt FR tiles	£446.50
Grassmatt Installation	£266.00

Total **£2,782.50**



1.8m Olympic 2 Seat Swing with Cradle Seats - (V-SW0182(001)) Age Range: 2+



Whilst playing equipment has progressed and evolved immeasurably over the years, there are some classic pieces of equipment that will always remain popular and important in any play-scheme. SMP's new range of stylish Olympic 2012 swings will be a great addition to every play area. This 1.8m high swing frame is suitable for very young children and its two seats provide a great environment for children to interact and develop socially. Swing supplied with 2 no. cradle seats for younger children.

Beneficial to the muscles in the arms, torso and legs, and an excellent example of locomotor play, the swing remains important to a child's physical development. It also requires adult intervention for the very young, encouraging interaction during play, making for a very positive bonding experience.

Play Value



Cost

Supply 1 No 1.8m Olympic 2 Seat Swing with Cradle Seats	£1,565.00
Soft Dig Installation	£495.00
Supply 17 No Grassmatt FR tiles	£399.50
Grassmatt Installation	£238.00

Total **£2,697.50**



Rota-Roka - (RA401S)

Age Range: 3+



RA401S

It rocks and spins! Rota Roka is the latest innovation based on the ever popular spinning dish but with the extra rocking play feature. It's shiny and attractive and actively encourages inclusive play whilst also being suitable for all abilities of children, encouraging cooperation through playing together.

Rota Roka is the new must have item for every play area. Affordable and cost effective, the dish is made from galvanized steel - giving the product a long life and surface with low maintenance.

Play Value



Cost

Supply 1 No Rota-Roka	£1,200.00
Soft Dig Installation	£164.00
Supply 22 No Grassmatt FR tiles	£517.00
Grassmatt Installation	£308.00
Total	£2,189.00



Gullwing Seesaw - (GW272S)

Age Range: 5+



The Gullwing Seesaw's sleek, modern design and bright colours are visually attractive to children as well as being really good fun to ride. At only 2.082 metres in length, it provides play in a comparatively compact area which can free up space for other smaller play items.

Play Value



Cost

Supply 1 No Gullwing Seesaw	£1,230.00
Soft Dig Installation	£341.00
Supply 8 No Grassmatt FR tiles	£188.00
Grassmatt Installation	£112.00

Total	£1,871.00
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Aeroplane Springer - (RK268S)

Age Range: 2+



It's up, up and away as you take flight in Aeroplane Springer. Time to rock and roll and wobble, too, in this colourful addition to the Springers range, designed to stimulate children's imaginations in play as well as developing powers of coordination and concentration. Aeroplane Springer is one of three springers in the range which is designed for disabled children to enjoy.

Play Value



Cost

Supply 1 No Aeroplane Springer	£435.00
Soft Dig Installation	£145.00
Supply 6 No Grassmatt FR tiles	£201.00
Grassmatt Installation	£84.00

Total **£865.00**



Steel Multi-Play Unit 3 - (V-8036357)

Age Range: 3+



The Multi-Play Unit 3 is not your average play tower. With so many activities in one single play unit children will be spoilt for choice. The curved climbing net provides a real sense of adventure encouraging children to explore. Children can slide, climb the ladder and interact with others on the balcony. The fireman's pole and panels with imaginative graphics encourages pretend play and designed for endless fun.

Play Value



Cost

Supply 1 No Steel Multi-Play Unit 3	£5,299.00
Soft Dig Installation	£1,500.00
Supply 45 No Baseworks	£1,507.50
Supply 27 Im of PCC Edging	£432.00
Supply 45m2 of Wet Pour Surfacing 80mm Depth (CFH 2.0m)	£3,105.00

Total

£11,843.50



Fencing & Gates



Cost

Supply 42 lm of 1.2m high Powder Coated bowtop fencing Colour TBA	£2,730.00
Soft Dig Installation	£966.00
Supply 1 No 1.2m wide spring self-closing gate Colour TBA	£569.00
Soft Dig Installation	£100.00
Supply 1 No 3m wide dual use combination gate Colour TBA	£835.00
Soft Dig Installation	£115.00
Total	£5,315.00



Groundworks

Cost

<i>Supply 1 No Landscaped 0.6m high Mound and reinstate with soil and seed</i>	<i>£475.00</i>
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<i>Supply 42.6m² 1.5m wide dust and stone path with 54 lm of timber edging</i>	<i>£2,581.80</i>
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Total	£3,056.80
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Furniture

Essentials Bench - (V-OFBENCH001)



Cost

*Supply 1 No Essentials Bench
Soft Dig Installation*

*£265.00
£89.00*

Total

£354.00

Litter Bin Ellipse - (8000134)



Cost

*Supply 1 No Litter Bin Ellipse
Soft Dig Installation*

*£560.00
£110.00*

Total

£670.00



Preliminaries

Provision of Site Security Fencing	£255.00
Provision of Welfare Facilities	£144.00
Provision of Storage Facility	£320.00

Quotation Total	£32,363.30
Carriage Charge	£484.28
Discount	£2,443.50
GRAND TOTAL	£30,404.08
	Plus V.A.T



Certification Statement



• Achievements:

- First UK company to register to Quality Standard ISO 9002 in 1988 (now ISO 9001:2008)
- First UK company to achieve Kitemark certification for an item of playground equipment. (SMP embankment slide: 1990)
- First UK company to certify Playground Equipment products to EN 1176 in 1998
- First UK company to certify its Multi-sports systems to PAS 30 in 1999
- First European company to certify its Multi-sports system to EN 15312 in 2004
- First European company to certify its Playground Equipment to the latest version of EN 1176 in 2008

• Accreditations from national organisations:

- API - one of the founder members of the Association of Play Industries, formed in 1984
- BSi - since 1988
- TÜV - since 2007
- Construction-line – since 2003
- CHAS – since 2004
- Sinclair Accredited Database/Exor Management Services Ltd – since 2004
- Eastern Shires Purchasing Organisation (ESPO) Pro5 -since 2009
- Worksafe Contractor - since 2010



Note: full copies of our certificates are available upon request.



Terms of Quotation

1. **This quotation is valid for 60 days**
2. **V.A.T. is not included**
3. **Prices are strictly 30 days nett** from date of invoice provided a credit account is in operation and we specifically draw your attention to clauses 3, 4, 6 and 7 of our terms and conditions of sale (which can be seen on the reverse face of the first page of this quotation or the last page of our catalogue).
4. **Carriage Charges** within the UK Mainland are: Orders with equipment valued below £5,000, carriage is charged at 10%. Orders with equipment valued above £5,000, carriage is charged at 5%. We have a minimum carriage charge of £10. Carriage outside UK Mainland, price on application
5. **Budget Installations Cost:** Budget costs assume that easy lorry access and precise siting of the equipment will be provided, no surface or underground obstructions will be encountered during excavation such as concrete, hard-core, rock, chalk, roots, drainage, gas or water pipes, telephone or electricity cables etc. In the event of any such obstructions we reserve the right to charge for any additional work involved. We cannot accept liability for any consequent charges that may be incurred by disruption of any of the foregoing services. For fixed installation prices a site survey is required by an Area Manager prior to the order being placed.
6. **Minimum Installation Charge:** On orders received with installation a minimum installation charge per site of £600.00 applies in all cases.
7. **Non SMP Product:** In cases where SMP includes within a project non-SMP items specified by the client or its agent SMP does not warrant that product or service as fit for use and its inclusion by SMP does not endorse the item as conforming to required standards. It is assumed that before specifying the client has assured themselves as regards conformity to EN1176, durability and fitness for use. Any guarantee claims relating to the specified item will need to be directed to the manufacturer or distributor of the item directly. SMP does not guarantee such goods or services in any way.
8. **Product Development:** SMP has a policy of continuous product development and improvement. We reserve the right to alter specifications and design features of our products. In this context illustrations and descriptions contained in our sales literature and drawings are not binding.
9. **Delivery/Installation Timeframe:** Delivery of product is approximately 6/8 weeks from receipt of written order. Installation is undertaken subsequent to delivery of equipment and time required will vary according to the project. Most are completed in 2/3 weeks after delivery of equipment.
10. **Damage to Grassed Access Routes:** During installation of a playground damage to grassed areas used as an access route is sometimes unavoidable. This is particularly the case if the installation occurs in wet weather or the site itself does not drain well. SMP will if necessary level and seed any areas damaged in such a way. But please note that our quotation does not include for watering, maintenance or protection of such seeded areas from further damage or erosion.
11. **Liquidated Damages:** Would you please note that unless formally agreed in writing as part of an established form of contract (e.g.: JCT Minor Works) ***SMP (Playgrounds) Ltd will not accept the imposition of liquidated damages*** under any circumstances. Should such an agreed contract be in force the damage applicable (such financial damage to be real) shall be no greater than 1% per week of the total value of the works placed with *SMP (Playgrounds) Ltd* and limited to a maximum of £250 per week.
12. **Settlement Discount:**
 - a. NOMINATED SUB-CONTRACTOR: Should a settlement discount of 2.5% be required under the terms of the main contract, then 2.563% should be added to all prices quoted herein.
 - b. NOMINATED SUPPLIER: Should a settlement discount of 5% be required under the terms of the main contract, then 5.263% should be added to all prices quoted herein.

TERMS AND CONDITIONS

1. THE CONTENT OF THIS CONTRACT

- a. in this Contract:-
"the Company" means SMP (Playgrounds) Ltd and/or Record RSS Ltd as applicable
"the Goods" means the goods or services sold or supplied by the Company to the Customer under this contract
"this Contract" means a contract between the Customer and the Company incorporating these conditions
- b. The Contract governs the sale of goods by the Company to the exclusion of all other representations, statements, understanding, negotiations, proposals or agreements.
- c. Where the Customer submits its own order form these terms shall prevail if they conflict with the terms in that form, even if that form includes a condition similar to this one
- d. No employee of the Company or its agents has authority to make any warranty, statement or promise concerning the Goods except in writing signed by a duly authorised employee of the Company.
- e. The Customers order shall be subject to acceptance by the Company
- f. Orders are accepted and estimates of delivery given conditionally on the Company being able to secure the necessary labour or material and without responsibility for delays or non-fulfilment arising through risk and uncertainties of manufacture, strikes, accidents, force majeure or otherwise howsoever.
- g. All drawings, descriptive and forwarding specifications, particulars of weights and dimensions are approximate only and not binding and illustrations contained in catalogues, price lists, sales literature and other advertisement material are for the purpose of general description only and none of these shall form part of this Contract.

2. STANDARDS

- a. Where a B.S.I. specification or code is applicable, quotations will be given for patterns and equipment to that specification code.
- b. When Goods supplied under this Contract are not supplied under the B.S.I. system for the Registration of Firms at Assessed Capability, the Customer will be notified in the Quotation relating to those Goods.

3. PRICES

- a. We reserve the right to invoice at the price ruling at date of despatch. All prices, unless otherwise stated, are for delivery "ex works" and are exclusive of value added tax or any other tax or duty which is or may be levied or charged in the U.K. or in the country of destination. Any such taxes, duties or charges shall be paid by the Customer.
- b. Unless otherwise specified, packing cases and pallets will be charged extra but will be credited in full on return carriage paid and in good condition within one month of receipt by the Customer. Export packing cases are not returnable.
- c. The prices quoted are subject to any increase in the cost of labour or materials between the date of quotation and despatch of Goods from our works and do not include installation costs.
- d. If the Customer requires alteration to the order the price will be varied accordingly.

4. PROPERTY OF GOODS

- a. Property of Goods delivered by the Company shall not pass to the Customer until payment is made in full. In case of default in payment, the Company shall be granted access rights in order to repossess the Goods. At all times before payment in full:
 - the Goods shall stand in the Customer's books in the name of the Company; and
 - the Customer shall take appropriate steps to notify third parties of the Company's interest in the Goods; and
 - in the event of threatened seizure of the Goods or by the appointment of a receiver or liquidator, or any other event entitling the Company to terminate this Contract under paragraph 9, the Customer shall immediately notify the Company and the Company shall be entitled to enter the Customer's premises and repossess the Goods.
- b. If the Customer delivers Goods to a third party before payment has been made in full to the Company, the customer shall hold all sums received for such Goods as trustee for the company and shall remit them to the Company on receipt.
- c. Risk in the Goods shall pass on delivery

5. DELIVERY

- a. Delivery shall be "ex-works" unless the Company agrees otherwise. If the Contract includes delivery by the Company the Customer shall be responsible for giving the Company clear and accurate instructions as to the place of delivery.
- b. Time shall not be of the essence in respect of delivery. If the goods are to be delivered by a date specified by the Customer or by the Company such date is to be treated as an estimate only. The Company does not guarantee that the Goods will be delivered by such date or accept any liability for failure to meet the date.

6. SETTLEMENT TERMS

- a. Home Sales: Where credit facilities exist accounts are due for payment 30 days from the date of invoice. Where special discount terms are quoted, the terms must be strictly adhered to otherwise the account will be charged nett. The Customer shall unless otherwise agreed in writing, pay all sums due to the Company under the Contract prior to delivery in cash or cleared cheque in pounds sterling.

If for any reason the Company does not receive unconditional payment in full, whether under any terms of credit facilities or otherwise, within 30 days from delivery then the company may charge daily interest on such payments at a rate equal to 4% per annum above the Base Lending rate of HSBC Bank UK, such interest to run from day to day to accrue before as well as after any judgement.

- b. Export Sales: Special terms will be quoted for export deliveries.

7. DEFECTS

- a. The Company does not accept responsibility for any damage, shortage or loss in transit unless:
 - i. Non-receipt of Goods is advised to the Company within 10 days from the date of the Company's advise/delivery note; and
 - ii. Any breakage, damage or shortage is advised to the Company and carriers within 3 days of receipt of Goods provided that the carriers note is marked "unexamined".
- b. All sizes are approximate. Variations during the course of manufacture cannot be avoided and liability is not accepted for them.
- c. When Goods are offered and supplied to a Customer's designs and specifications no guarantee is given or implied for their suitability for the purpose for which they are used.
- d. If during the period of twelve months from the date of invoice the Company is notified of a fault in the Goods which is due to a faulty design, manufacturing or materials the Company will replace or (at its option) repair the faulty part free of charge provided that:
 - the Goods have been properly kept, used and maintained in strict accordance with the manufacturer's or the Company's instructions, if any, and have not been modified.
 - The fault is not due to accidental or wilful damage, interference with or maintenance of the Goods by persons other than the Company or its duly appointed Agent.

8. LIMITATIONS OF LIABILITY

- a. Except where expressly contained in this Contract, all warranties, conditions, undertakings and representations, express or implied, statutory or otherwise, are excluded and the Company has no obligation, duty or liability in Contract, tort (including negligence or breach of statutory duty) or otherwise.
- b. In any event, the Company's liability arising for any reason in connection with this Contract shall be limited to the original invoice value of the Goods.
- c. In no circumstances will the Company be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for the indirect or consequential loss or damage whatever.
- d. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence
- e. Each provision of this Condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.

9. TERMINATION

- a. The Company shall have the right forthwith to terminate this Contract and to claim for any resulting losses or expenses if:
 - the Customer commits a breach of this Contract and fails to remedy the breach within reasonable time of a written notice to do so; or
 - the Customer commits any act of bankruptcy or compounds with its creditors; or a petition or receiving order in bankruptcy is presented or made against the Customer, or a petition for an administration order is presented in relation to the Customer, or a resolution or petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver or any similar event occurs under the laws of the state where the Customer was incorporated.
- b. A re-stocking and freight charge will be levied for all cancelled orders.
- c. For all special manufactured or purchased items we reserve the right to charge full value of the cancelled equipment order.

10. FORCE MAJEURE

The Company shall not be liable in respect of any breach of this Contract due to any cause beyond his reasonable control including: Act of God, inclement weather, flood, lightning or fire, industrial actions, or lockouts; the act of omission of Government, highways authorities, or other competent authority, war, military operations or riot; the act or omission of any part for whom the Company is not responsible.

11. INFRINGEMENTS

- a. The Customer shall indemnify the Company against all damages, penalties, cost and expenses arising out of any claim by any third party for any infringement or alleged infringement of any third party's industrial or intellectual property rights in any work carried out in accordance with the Customer's specification.
- b. Copyright in all drawings or tracings prepared by the Company are the Company's property and copyright and must be regarded as confidential. Such drawings or tracings must not be published or disclosed under any circumstances without the Company's permission in writing.

12. APPLICABLE LAW

The Law of England shall be the proper law of this Contract

Your attention is specifically drawn to Clauses 3, 4, 6 and 7 of our Conditions of Sale.



UK Customer Service 0845 260 1655
www.smp.co.uk

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