



## **TERMS AND CONDITIONS AND NOTES**

### **THE CONTENT OF THIS CONTRACT**

In this contract, "the Company" means Mant Leisure. "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. This contract governs the sale of goods by the Company to the exclusion of all other representations, statements, understanding, negotiations, proposals or agreements. 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. 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. The Customer's order shall be subject to acceptance by the Company. 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 for or non-fulfilment arising through risk and uncertainties of manufacture, strikes, accidents, force majeure or otherwise howsoever caused. 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 materials are for the purpose of description only and none of these shall form part of this contract.

**FINANCIAL** Estimates are exclusive of VAT and valid for a 60 day period from the date of the quotation. The quotation is subject to payment within **7** days of invoice and subject to the establishment of an agreed credit facility. All new accounts are subject to pro-forma payment. In the event of late payment, we reserve the right to withdraw guarantees. Non – payment within 7 days will result in the removal of all Mant Leisure materials, surface and associated product from site. We reserve the right to invoice at the price ruling at the 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 UK or in the country of destination. Any such taxes, duties or charges shall be paid by the Customer. Should the customer require alterations to the order, the price will be varied accordingly.

**WORKING ON SITE AND SITE MATTERS** The quoted price assumes good vehicular access and free working space within a 20m distance from the installation area. Whilst the utmost care will be taken during the installation process, we cannot be held responsible for any damage which may occur to the access route to any part of the site and as such have not included any cost of reinstatement or adjustment to make good any adjoining surface, soiling, seeding or landscaping. We require 72 hours notice in the event of a change in scheduling for our works. It is the main contractors' responsibility to ensure good drainage to any site. We cannot be held responsible for any loss or damage caused by any drainage issues. The specifications used for the construction of sub bases for all of our surfaces are based on a visual examination only of the site. Unless the client informs us that irregular ground conditions exist prior to or during our site visit the specification for the sub base for each surface type will be the regular specification we use for each surface type that we provide. For wet pour, Tiger Mulch, Tiger Trak and tarmac the regular sub base consists of approximately 50-100mm depth of compacted MOT1 aggregate. For synthetic turf surfaces the sub base consists of a levelling layer of sand. We will recommend additional sub base works only if we can ascertain from a visual inspection that they are required. The company cannot be held responsible for defects arising from movements in the sub-base howsoever caused. When the Company is acting as a subcontractor and attends site to lay the surfacing as ordered and instructed by the customer, if the work cannot be started due to any circumstances beyond our control, we will charge abortive costs of £1000 unless we have been informed of the situation prior to work commencing. Furthermore any additional labour, materials or waiting time costs incurred by the Company will be charged to the customer accordingly. It is assumed that the customer will secure the site and prevent access to the site until wet pour and Tiger Mulch and Tiger Trak and Flexipave surfaces are fully cured.

**Table Tennis Table, Football Table and Picnic Table Delivery and Installation.** Damage to table tennis tables must be reported on delivery. Prior to delivery our responsibility is to ascertain that access for a crane lorry is available to ensure delivery can take place, and that the access route is suitable to transport the table(s) from the lorry to the site. Quoted prices do not allow for the provision of mechanised handling equipment (eg a telehandler) if the access way is not suitable and these will be charged for additionally. Our quotation does not allow to carry out any levelling work to the existing surface. We reserve the right to make further charges on occasions when we arrive on site to complete an installation but ascertain that the site is not ready for the installation to take place.

**Rubber Scrub.** Rubber Scrub will not remove all stains and surface marks. Unless we are informed beforehand what has caused a stain or a mark in order that we can inform the customer whether Rubber Scrub will remove a stain or a mark, we cannot be held responsible if, upon using the Rubber Scrub service, the stain or mark is not removed.

**INFRINGEMENTS** 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 specifications.

Copyright in all drawings or tracings prepared by the company are the Company's property and copyright 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. Mant Leisure will not in any way be held responsible for any infringement or alleged infringement upon patents, registered design rights or copyrights by any designs provided by the customer. The Customer will indemnify us against all damages and costs incurred by us as a result of the infringement or alleged infringement. It is the responsibility of the customer to obtain any local authority planning permission or relaxation of building regulations. The Company cannot be held responsible for any changes to design and as such any additional labour or materials, which may arise from this, will be charged for accordingly

**FORCE MAJEURE** The Company shall not be liable in respect of any breach of this contract due to any cause beyond it's reasonable control including Act of God, inclement weather, flood, lighting of fire, industrial actions or lockouts, the act of omission of Government, highways authorities, or other competent authority, wars, military operations or riot: the act of omission of any part for whom the Company is not responsible.

**PROPERTY OF GOODS** 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 of appointment of a receiver or liquidator or any other event entitling the Company to terminate this contract under our termination conditions (see below), the Customer shall immediately notify the Company and the Company shall be entitled to enter the Customer's premises and repossess the goods. 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. Risk in the goods shall pass on delivery.

**STANDARDS** Where a BSEN specification or code is applicable, quotations will be given for surfacing and or equipment to that specification code.

**DELIVERY** Delivery shall be "ex-works" unless the Company agrees otherwise. If the contract includes delivery by the Company, the Customer shall be responsible for the giving the Company clear and accurate instructions as to the place of delivery. Time shall not be of the essence in the respect of the 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 liability for failure to meet the date.

**DELIVERIES** The Company does not accept responsibility for damage, shortage or loss in transit, unless: non receipt of goods is advised to the Company within 10 days from the date of the Company's advice/delivery note; and 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". Please see section on Table Tennis Table, Football Table and Picnic Table Delivery and Installation for specific terms and conditions relating thereto. All sizes are approximate. Variations during the course of manufacture cannot be avoided and liability is not accepted for them. When goods are offered and supplied to a Customer's designs and specifications, no guarantee is given or implied of their suitability for the purpose for which they are intended.

**LIMITATIONS OF LIABILITY** 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.

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. 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 any indirect or consequential loss or damage whatever. The Company does not exclude or restrict liability for death or personal injury resulting from it's own negligence. 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 is held unreasonable in any circumstances and shall remain in force notwithstanding termination of this contract.

**TERMINATION** The Company shall have the right forthwith to cancel 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 a 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 to or made against the Customer; or a petition for an administration order is 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. Cancellation of orders for fencing, play equipment, seating and shelters can only be cancelled by the customer within one week of the order being placed. Cancellations made by the customer after this time will result in the full cost for fencing equipment, seating or shelters being charged.

**PLACING OF AN ORDER** An order is deemed to be placed following receipt of your instructions which may be received by e-mail post or fax. The placing of an order directly implies acceptance of the Company's terms and conditions. If a quotation has been provided by the Company in which is given a list of prices for various aspects of work, it is assumed that any order resulting from the quotation will include all the items quoted for. If the order only covers part of the work for which Mant Leisure has quoted, we reserve the right to recalculate our prices. Our minimum installation charge is £650.00. In the event of cancellation by the Customer, we reserve the right to charge a fee to cover costs resulting from any post order preparation undertaken by the Company.

**APPLICABLE LAW** The law of England shall be the proper law of contract

## **NOTES ON WET POUR, TIGER MULCH, TIGER TRAK SURFACES AND FLEXIPAVE SURFACES**

Polyurethane binders darken in colour in hot, sunny conditions. This can cause discolouration of the surface. This is normally temporary and the discolouration of binder wears off the surface with use. Temporary discolouration is not a defect.

All colours are subject to ultra violet light degradation and as such total colour stability cannot be guaranteed, especially with bright red, bright yellow and orange.

Polyurethane bound surfaces will emit an odour when first laid. The odour will diminish with use and is not a defect.

Rubberised surfaces such as Flexitop and Tiger Mulch and Tiger Trak and Flexipave can sometimes be slippery on initial use. Care should be taken if damp ground conditions prevail when the surfaces are first used.

Tiger Mulch surfacing is comprised of a relatively open matrix of shredded rubber. Air-born seeds can germinate in this matrix, resulting in vegetative growth in the surface. This is not an installation defect. Should this occur, treat the affected areas with a weed killer available from any garden centre. Tiger Mulch and Tiger Trak surfaces will darken in shade over time.

Repairs to wet pour and mulch-style surfaces laid by other contractors: it is impossible to guarantee repairs to these types of surfaces, as we are repairing surfaces laid by other contractors, and it is impossible to ascertain the strength of the original surfaces and whether or not they will continue to move in the future, which could affect the integrity of our repairs.