



DATE: 09/12/24
QUOTE NO: Q11259
DRAWING NO: Q11259
PROJECT: Q11259_Ratby - Phase 2, Land off Markfield Road
PROJECT DESCRIPTION: Ratby - Phase 2, Land off Markfield Road
CUSTOMER: Dave Walgate
ADDRESS: Lagan Home Ltd
Finance House
Beaumont Road
Banbury
OX16 1RH
TELEPHONE:
EMAIL: Dave.walgate@laganhomes.com

Part No.	Description	Qty.	Unit Price	Net Price
	<u>Equipment Supply and Installation</u>			
MN20853U	Robinia Cactus Climbing Unit	1		
Inst002	INSTALLATION OF MULTI-PLAY UNIT	1		
MN20534U	Robinia Climbing Pyramid and Ground Fixings	1		
Inst001	INSTALLATION OF CLIMBING PYRAMID	1		
TBR7161-MOD	Gyarados Robinia Duo Flat Post Swing With Toddler & Junior Seats	1		
Inst009	INSTALLATION OF SINGLE BAY OF SWINGS	1		
TBR7173	Voltorb Robinia Roundabout	1		
Inst012	INSTALLATION OF ROUNDABOUT	1		
TBR7135	Raichu Robinia 2 Person Seesaw	1		
Inst020	INSTALLATION OF SEE-SAW	1		
MN20521U	Robinia Balancing Blocks	1		
Inst017	INSTALLATION OF BALANCING BLOCKS	1		
MN20528U	Robinia Balance Post	5		
Inst015	INSTALLATION OF STEPPING POSTS	5		
MBX174055	Hatton Rustic 4 Slat Seat - Root Fixed	2		
Inst028	INSTALLATION OF BENCH	2		
MWWTS/2W	56 Ltr Circular Timber Slatted Litter Bin, Iroko Dark Stain, with Liner	1		
Inst027	INSTALLATION OF BIN	1		
Sign01	FREE-STANDING POST MOUNTED PLAY AREA SIGNAGE (A3)	1		

Inst032	INSTALL FREE-STANDING PLAY AREA SIGNAGE	1
	<u>Equipment Supply and Installation Subtotal</u>	
	<u>Surfacing</u>	
MOT001	EXCAVATE GROUND TO A DEPTH OF MINIMUM 150MM, DEPENDANT ON SURFACING DEPTH. ARISING SPOIL TO BE DISPOSED OF OFF-SITE BY OTHERS. SUPPLY AND INSTALL TERRAM WEED SUPPRESSING MEMBRANE TO AREA. SUPPLY AND INSTALL 100MM COMPACTED DEPTH OF GRANITE MOT TYPE 1 STONE / SQM	165
RM01	SUPPLY AND INSTALL GREEN RESIN BOUND RUBBER MULCH SAFETY SURFACING/ SQM	165
	<u>Surfacing Subtotal</u>	
	<u>Fencing</u>	
	<u>Delivery</u>	
Del01	Delivery of Equipment to site	60
	<u>Post Installation Inspection</u>	
Insp01	Independent Post Installation Inspection	1

ADDITIONAL OPTIONS:

SUPPLY 1 x FREE-STANDING POST MOUNTED PLAY AREA SIGNAGE (A3)
INSTALLATION OF 1 x FREE-STANDING PLAY AREA SIGNAGE

PRELIM ITEMS- TO CONSIST OF SITE SETUP, SITE SECURITY HERAS FENCING,
STORAGE CONTAINER AND WELFARE UNTIL SIGN-OFF

INDEPENDENT POST INSTALLATION INSPECTION:

ANNUAL AND QUARTERLY INSPECTION PACKAGE, CONSISTING OF:
1 x Annual Play Area Inspection, and 3 x Quarterly Inspections

FULL MANAGEMENT OF POS ADOPTION, CONSISTING OF:

1. Annual and Quarterly Inspection Package consisting of 1 x Annual Play Area Inspection, and 3 x Quarterly Inspections, with any required maintenance works quoted as required.
2. Meeting with adopting council to agree remedial works/defects list.
3. Create Works package for tendering of remedial works required to gain LPA Approval
4. Tender works package to 3 suitable contractors.

5. Review tenders and submit to client for their approval of contractor, with recommendation.
6. Pre-start site meeting with contractor.
7. Completion sign off meeting with contractor and LPA.5

Re-Instatement is by client unless otherwise quoted:

Due to the nature of working outdoors, in all seasons with heavy plant and machinery it is likely that some damage to existing ground will be unavoidable. Whilst we will do our best within reason to protect and avoid any damage, please note that unless listed above in quote body line items, that any re-instatement after installation will be the client's responsibility to complete. This will mean that upon completion of the project the site will be left as is, and any landscaping required and the subsequent establishment of the grass will be down to the client.

This will include the heras fencing of the site. Miracle recommends that seeded sites stay closed until the grass has grown and the first grass cut has taken place. If heras fencing is required after completion of all works listed above, then there may be an additional cost to keep this fence in-situ whilst establishment takes place.

Please note the following with Rubber Mulch Safer Surfacing:

1. Some colour loss from the rubber is completely normal as it's a recycled rubber strand that is colour coated and will naturally happen with use on all mulch sites.
2. Some rubber shredding is normal for this product.
3. Rubber mulch is a completely porous product, so water will dissipate through the surface. The sub-base is the existing soil, so any movement or soft spots will be as result of the existing soil, so cannot be guaranteed against. We therefore strongly recommend a Type 1 MOT sub-base under the rubber mulch surfacing.
4. Rubber Mulch safer surfacing comes with a 12 month warranty.

Quotation Terms:

- **Material Surcharges:** Due to the current surge in material demand, and therefore material shortages being experienced, we are only currently able to offer a maximum of 7 day quote validity, subject to further review at time of order. There is a significant demand for raw materials globally, reducing availability, and therefore spiking raw material pricing on a daily basis. Whilst we are working very hard with our supply chain partners, unfortunately it is currently a very volatile marketplace, and we may have to review current pricing at any time. We are sincerely sorry for this inconvenience and want to re-assure you that we are doing our very best to minimise the impact to our clients, however we are all experiencing the same material surge globally, and we appreciate your understanding at this challenging time for all suppliers.
- **Equipment manufacturing time:** Our current lead time is approx. 12-14 weeks, due to the volatile nature of material and product supply, the actual lead time will be confirmed at time of call-off, and this is subject to change without prior notification.
- Assumes flat site with soft dig, no underground obstructions, underlying services or obstacles, good drainage and that we can undertake a mechanical dig. No levelling works have been priced for unless stated in the above quotation. Additional costs will be incurred for hard or careful hand dig and site layout revisions due to underground services resulting in delays or downtime.
- Does not include for site re-instatement upon completion of works unless stated in the above quotation.
- Quotation is based on plan provided by customer. Additional costs may be incurred if plans aren't accurate to the actual site layout.
- Specifications, layouts and plant selections made and used within this project by external architects and specifiers are used and represented at their own responsibility. We cannot endorse or be held responsible for specifications produced and provided by external sources.
- Subject to site visit. Orders won't be accepted until the site visit has taken place to confirm site conditions and access are acceptable.
- A pre-start meeting with the client will be required prior to commencement on-site, unless otherwise agreed.
- Assumes Project is to be fully completed in one single phase, splitting works may incur additional labour and remobilisation costs.
- There are economies of scales factored into the above quotation, particularly within surfacing and installation. If elements are changed/adjusted, then they will need to be re-quoted to ensure they are accurate.
- Watering of turf and planting is the responsibility of the client upon laying as we do not have the facility as we will be off-site. Miracle will not lay/plant until a written client agreement is in place for taking responsibility for watering and ongoing maintenance. Unless otherwise stated watering of plants and turfing are not included. Please advise if required and additional cost can be quoted.
- Prices based on the assumption that water will be available adjacent to the works for our free use.
- Includes Delivery of Equipment to site
- It is our intention to sub-let.

- Unless stated above the quoted price does not include a RoSPA/Independent Inspection.
- Assumes good HGV access available to site.
- Excludes VAT.
- Quote valid for 7 days. Due to the current volatile nature of the global raw materials market, all quotes should be checked for validity before placing an order.
- Site fencing beyond the construction period by others.
- Equipment storage: All of our equipment production is manufactured on a 'just in time' basis and delivered directly to site from the factory. If it needs to be stored as site is not ready at the time of despatch, then a storage charge per pallet, per month of £150/month will be levied and invoiced on a monthly basis to cover the cost of storage until delivered to site.
- Subject to attached Standard Terms of Business

STANDARD TERMS OF BUSINESS

1. THE CONTENT OF THIS CONTRACT

- a. In this contract: "The Company" means Miracle Design and Play Limited. "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. This 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 Customer's 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 caused.
- 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.
- h. Quoted Price unless specifically highlighted does not include an independent safety inspection from Rospa or equivalent body.
- i. Quotation is based upon the working hours and access hours of: 08.00-18.00hrs inclusive.
- j. This Contract is for the entire Goods quoted as a single project. The Customer shall be bound to this Contract even if phased delivery is agreed. No passage of time since completion of one phase shall release or be deemed to have released the Customer from this Contract or any other obligations of the Customer in relation to subsequent phases.

2. STANDARDS

- a. Where a BSEN specification or code is applicable, quotations will be given for equipment to that specification code.
- b. In the interest of Health and Safety, we reserve the right to change product specification at any time without penalty.

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 VAT 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.
- b. The prices quoted are valid for one month unless otherwise stated on the quotation.
- c. Should the customer require alterations to the order, the price will be varied accordingly.

4. PAYMENT TERMS

- a. Unless otherwise agreed in advance in writing, payment terms for each quotation is as follows:
 - For full installation Projects - 50% deposit due prior to starting onsite, 50% of balance within 15 days of completion.
 - For supply only - 100% pro-forma, with payment received prior to equipment delivery.
 - Please note once ordered that all materials, equipment and services delayed of clients making will be invoiced in full, payment due within 15 days.
 - Retention - Zero retentions are accepted.

6. RETENTIONS

- a. Unless otherwise agreed in advance in writing, no retentions can be made on the above quotation of works. Until paid in full the site and all materials remain property of Miracle Design and Play, and therefore cannot be opened or accessed by the public.

7. 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:
 - i. the Goods shall stand in the Customer's books in the name of the Company; and
 - ii. the Customer shall take appropriate steps to notify third parties of the Company's interest in the Goods; and
 - iii. 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 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.
- 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 is held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.
- f. Storage - If client provides their own equipment storage then they are liable for insuring the equipment for loss, theft or damage whilst stored in their possession.

8. 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. 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 faulty design, manufacturing or materials, the Company will replace or (at its option) repair the faulty part free of charge provided that:
 - i. The goods have been properly kept, used and maintained in strict accordance with the manufacturers or the Company's instructions, if any, and have not been modified.
 - ii. 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.
 - iii. This guarantee does not cover fair wear and tear.
 - iv. The Customer will be required to return faulty Goods to the Company.

9. SETTLEMENT TERMS

- a. Terms will be agreed with each Customer for their specific Contract. Dates for stage payments and a final payment will be set. The Company will send out invoices on the agreed dates and these will be payable by the Customer immediately. The Company will therefore expect to receive payment against "immediate payment" invoices from the Customer within 7 days of the date of the invoice. These terms must be strictly adhered to otherwise the account will be charged nett. If for any reason the Company does not receive unconditional payment in full, whether under any terms of credit facilities or otherwise, within the terms of the Contract, the Company may charge daily interest plus an administration charge of £25, on such payments at a rate equal to 4% per annum above the Base Lending rate of Barclays Bank PLC, such interest to run from day to day to accrue before as well as after any judgement.
- b. Overseas/Export Sales: Special terms will be quoted for overseas/export deliveries.
- c. If staged or phased settlement is agreed the invoicing by the Company and/or the payment by the Customer of any such phase shall not release or be deemed to have released the Customer from this Contract or any other obligations of the Customer in relation to subsequent phases.

10. WARRANTIES

- a. Warranties on Miracle kit is as detailed in the Miracle brochure.
- b. Where the Company is contracted to install a play area, our standard warranty for the work is one year.
- c. Warranty on safer surfacing is dependent upon the product supplied.

11. 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 any indirect or consequential loss or damage whatever.

12. TERMINATION

- a. The Company shall have the right forthwith to terminate this Contract and to claim for any resulting losses or expenses if:
 - i. 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;
 - ii. 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 (otherwise than for reconstruction or amalgamation) or an administrative receiver or any similar event occurs under the laws of the state where the Customer was incorporated.
- b. We cannot accept cancellation of orders for goods made specially to customer's requirements and reserve the right to make a cancellation charge of up to 50% of the value of the goods.

13. FORCE MAJEURE

- 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 specifications.
- b. Copyright in all drawings prepared by the Company are the Company's property and copyright must be regarded as confidential. Such drawings must not be published or disclosed under any circumstances without the Company's permission in writing.

14. APPLICABLE LAW

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

15. PRODUCT FINISHING

Due to the nature of the shipping and installation of the equipment minor blemishes are unavoidable. In this instance scratches and blemishes to both plastic and steel products will be re-finished on-site as part of the snagging process. E.g. Paints scratches will touched up and plastic scratches will be polished out by hand. Paint colour and shade finishes may vary but aren't seen as detrimental to the performance of the play equipment.

16. GROUNDWORKS

If client is completing their own groundworks and MOT sub-base for rubber surfaces, then please note that Miracle will not be responsible for any damage, costs or consequential losses as a result of installing into or accessing across these. The install team will require access with machinery for offloading and equipment assembly, and as a result the sub-base may become compacted/damaged during this process and may need repair and re-instatement works afterwards as a result, prior to the surfacing being laid. The client will also be responsible for any sinking or damage to the surfacing because of poor quality sub-base preparation, which would void the surfacing warranty and as a result Miracle cannot be held accountable for defects.