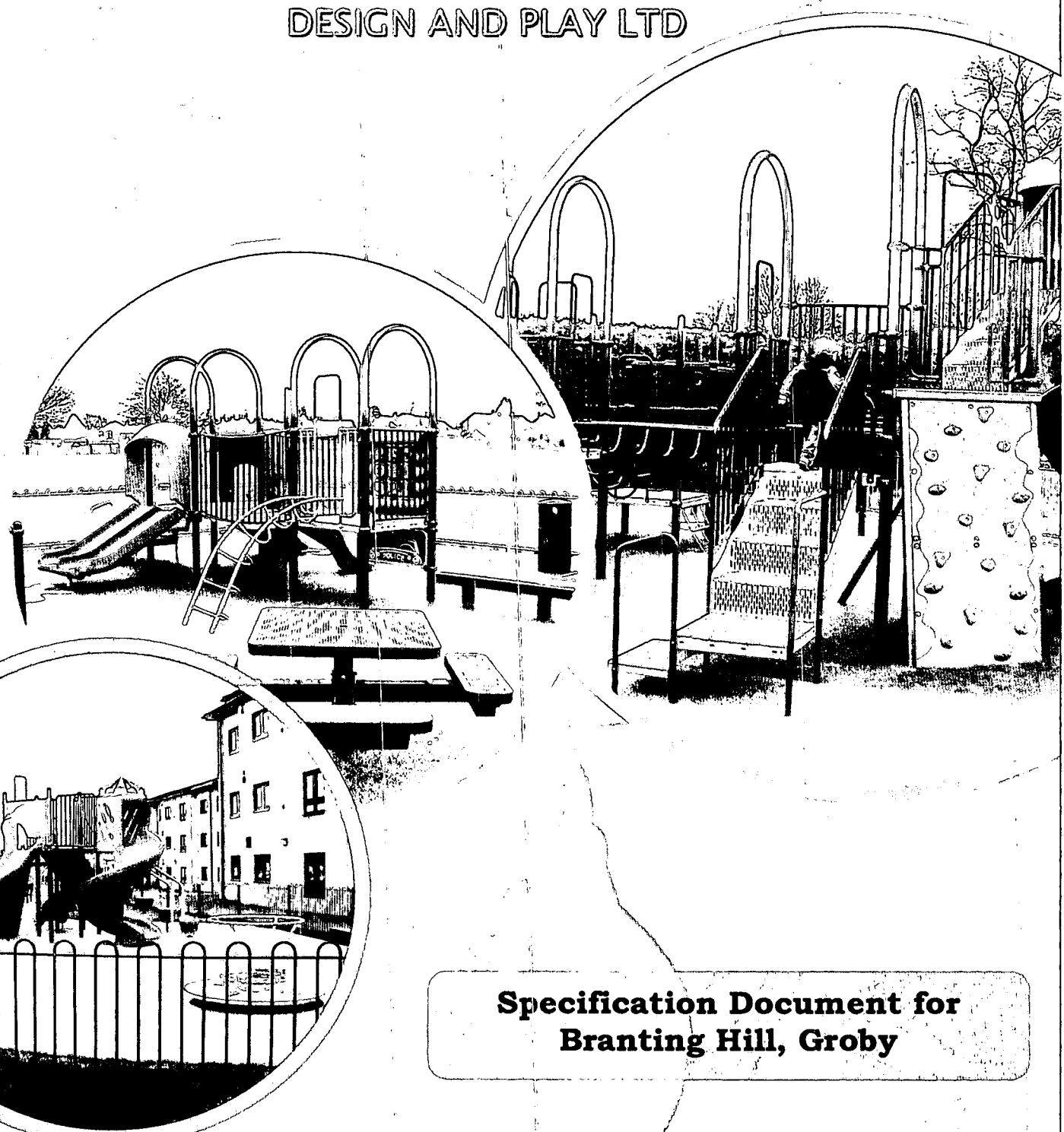
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DESIGN AND PLAY LTD



Specification Document for Branting Hill, Groby

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Specification Document

DATE: 2nd April 2008

QUOTE No: Q1493_E

PROJECT: Branting Hill, Groby

CUSTOMER: Richard Newton, Assistant Commercial Manager

ADDRESS: George Wimpey (East Midlands) Ltd
Unit 2
The Osiers Business Park
Laversall Way
Leicester
LE19 1DX

TELEPHONE: 0116 281 6400

Supply Multi-Unit consisting of:

Prt. No.	Description	Qty.
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	2
718511249	SPLIT DECK W/24" RISER & ARCH ENTRY	1
718552	3 1/2" OD X 130" POST (3' TO 5' DECKS)	12
7187155	JUMP PANEL (5' DECK)	1
7188153	VERTICAL LADDER CLIMBER (3' DECK)	1
718816	WALL ENCLOSURE	2
718850	CHAMELEON SLIDE ENTRY & EXIT SECTION	1
718850Z	CHAM EXIT SECTION PRICE INCL IN 718850	1
718850AZ	CHAM SPT LEG PKG 54" PRICE INCL IN 71885	1
718850BZ	CHAM SPT LEG PKG 84-1/2" PRICE INCL IN 7	1
7188501	CHAMELEON SLIDE STRAIGHT SECTION	1
7188502	CHAMELEON SLIDE RIGHT TURN SECTION	2
718864	HANDRING BRIDGE BETWEEN DECKS	1
718908	SPIDER CLIMBER (3, 5' OR 6' DECK)	1
718942	CURVED CLIMBER (5' OR 6' DECK)	1
718986	INCLINE LOOP BRIDGE BETWEEN DECKS W/2' R	1
718996	CARGO CLIMBER (3' DECK)	1

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Supply Free-standing Components consisting of:

Prt. No.	Description	Qty.
1246	6' ONE PIECE BENCH, STEEL-PERM	3
7188522S	3 1/2" OD ARCH SWG FRAME W/2 S/P SEATS M	1
901	RODEO ROCKY "C" SPRING RIDER	1
SWD100	DISH ROUNDABOUT	1
PHX	PHOENIX LITTER BIN	2
ILSP300	RUBBER STEPPING POST 300MM HIGH	2
ILSP400	RUBBER STEPPING POST 400MM HIGH	2
ILSP500	RUBBER STEPPING POST 500MM HIGH	2

Supply and Install Surfacing consisting of:

Description	Qty.
GRASS TILES 1M X 1.5M	156 TILES
SUPPLY AND INSTALL 'NO DOGS' SIGN	2

Supply and Install Fencing consisting of:

Description	Qty.
1.2M HIGH BOW TOP FENCING, GALVANISED	71.5 LM
1.2M WIDE SELF CLOSING SINGLE GATE GALVANISED POWDER COATED	1
3M WIDE DOUBLE LEAF VEHICLE ACCESS GATE WITH SLIDING LOCKING BAR AND DROP BOLT GALVANISED AND POWDER COATED	1

HERAS FENCING AND CONTAINTER FOR DURATION OF WORKS

- Includes Duty
- Includes Delivery of Equipment to site
- Assumes flat site with no underground obstacles and good drainage
- Assumes good access
- Subject to site visit
- Unless stated above the quoted price does not include a Ropsa/Independent Inspection.
- Excludes VAT chargeable at 17.5%
- Payment terms to be agreed
- Quote subject to ordering of Branting Hill, Barkby Lane and Townsend Road simultaneously with Branting Hill and Barkby Lane being installed at the same time.
- Price also includes Quarterly (4 per year) Safety Inspection of play area during one year defects period. See additional proposal below for further details.
- Quote valid for 30 days

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Additional Proposal

At Miracle Design and Play Ltd., our safety reports are undertaken on your behalf by impartial, qualified and independent inspectors. They have years of experience in both undertaking safety inspections and installing play equipment.

Miracle Design and Play Ltd. have negotiated a unique package that should allow any minor issues to be resolved at the time of inspection - benefiting you, our customer, by not having to finance an additional site visit by an installation team to re-fit a missing bolt, for example.

All inspectors will attend site with Miracle parts and paints to suit your installation.

As part of our Safety Report and Inspection, we will undertake the following works:

- Carry out a complete Safety Inspection to EN1176 / 1177 standard.
- Address all items of play equipment, safe surfacing, fencing, gates and park furniture within the defined play area.
- Issue a full colour report (with photographs) highlighting any concerns and their associated risk, stating what action should be taken, if any.
- Tighten / replace any loose / damaged fixings.
- Tighten / replace any loose / damaged clamps (5 No. Max.).
- Touch up any minor scratches or chipped paintwork.
- Re-seat any lifted / loose grass tiles (10 No. Max.).

Where there is damage due to vandalism which cannot be repaired within the remit of this package we will issue a detailed quotation for any replacement parts required and works to be undertaken.

Total Price for Inspection per year **£ 315.00**
(plus mileage at cost)

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DESIGN AND PLAY LTD

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.

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 maybe 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. 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.

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 liability for failure to meet the date.
c. The Company does not accept responsibility for any 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 carrier's note is marked "unexamined".
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 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 it's 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.

6. SETTTLEMENT 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 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.

7. 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 dependant upon the product supplied.

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 any 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 is held unreasonabie 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:
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.

10. 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.

11. APPLICABLE LAW
The Law of England shall be the proper law of Contract the proper law of Contract

TUV SUD ISO 9001

WARRANTY

Buyer agrees that products sold by Miracle® Recreation Equipment Company carry only the following warranty:

1. **LIMITED ONE HUNDRED (100) YEAR WARRANTY** on aluminum deck posts, steel deck posts, the Versalok® fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.
2. **LIMITED TWENTY-FIVE (25) YEAR WARRANTY** on the performance of Play Terrain™ Rubber Crumb Safety Surfacing.
3. **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel support legs and Mira-Therm II on KIDS' CHOICE®, CENTER STAGE®, MEGA TOWER™, and TOTS CHOICE® against structural failure caused by corrosion, defective materials, or defective workmanship.
4. **LIMITED FIFTEEN (15) YEAR WARRANTY** on playsystem steel components including railings, rungs, and rigid climbers against structural failure caused by defective materials or defective workmanship.
5. **LIMITED FIFTEEN (15) YEAR WARRANTY** on Rockite® against structural failure caused by defective materials or defective workmanship.
6. **LIMITED TEN (10) YEAR WARRANTY** on all Play Cover™ steel frames against failure due to corrosion, deterioration, or faulty workmanship.
7. **LIMITED EIGHT (8) YEAR WARRANTY** on Play Terrain™ Rubber Crumb color steadfastness.
8. **LIMITED FIVE (5) YEAR WARRANTY** on all Play Cover™ fabric due to rot, UV deterioration (shades of red are limited to 3 years), or defective workmanship.
9. **LIMITED FIVE (5) YEAR WARRANTY** on Kidrox™ Climbing Rocks and RAINBOW BEND™ and enclosed waterslide fiberglass sections against structural failure caused by defective materials or defective workmanship. Limited one (1) year warranty on all waterslide and pool slide support structures, stairways, landings, and railings against structural failure caused by defective materials or defective workmanship.
10. **LIMITED THREE (3) YEAR WARRANTY** on Slashproof Seats and 360° Bucket Tot Seats for Swings against structural failure caused by defective materials or defective workmanship.
11. **LIMITED ONE (1) YEAR WARRANTY** on TODDLERS' CHOICE® main support materials and decks against structural failure caused by defective materials or defective workmanship.
12. **LIMITED ONE (1) YEAR WARRANTY** on bleachers against structural failure caused by defective materials or defective workmanship.
13. **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above including all moving parts and flexible climbers against structural failure caused by defective materials or defective workmanship.
14. **LIMITED SIX (6) MONTH WARRANTY** on sewn fabric components on Early Childhood products.
15. These limited warranties do not include fading of colors (except on Play Cover™ and Play Terrain™ Rubber Crumb), damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.
16. All warranties begin on the date of Miracle's invoice. Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

WARRANTY

Buyer agrees that products sold by
Miracle® Recreation Equipment Company
only carry the following warranty:

BUYER'S REMEDY If any of the products prove to be defective or-non conforming under normal operations within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at P.O. Box 420, Monett, MO 65708 USA. Miracle will within a reasonable time repair or replace such defective or non conforming product by providing free of charge replacement part(s) to the site. Miracle will not be responsible for the cost of labor for the removal of nor the cost of labor for the installation of repaired or replacement part(s).

These limited warranties do not apply to structures not erected in conformity with Miracle's installation instructions, structures not maintained or inspected in conformity with Miracle's instructions, parts that have been modified, altered or misused, parts that have not been used as designed or intended, structures that have had parts added or substituted, damage or reduction in value due to vandalism, abnormal use; or abuse. Buyer, by acceptance and use of this warranty, agrees that it waives any rights it may have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees venue for any action shall be in Barry or Greene Counties in the State of Missouri.

Except as specifically stated herein, all warranties, express or implied, including but not limited to any implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE are hereby EXCLUDED. This warranty excludes any other liability other than expressly stated, including, without limitation, any incidental or consequential damages.

RECYCLABILITY OF MIRACLE'S PLAY EQUIPMENT

Miracle's use of high-quality materials is part of our comprehensive approach to providing safe, fun, innovative play equipment, all of which is designed to comply with CPSC guidelines and the ASTM F1487 standard without compromising warranty.

Our steel posts, handrails and enclosures are made of at least 50% recycled steel, which makes them sturdy, durable, economical and environmentally responsible.

We make the best use of the best materials wherever each one makes the most sense – like 100% post-consumer aluminium for post clamps and caps, and 100% recyclable resins for our rotationally moulded plastic slides. In fact, most Miracle play systems, depending on weight, use as much as 50% recycled material and are up to 80% recyclable.

PRODUCT DESCRIPTION	RECYCLED SOURCE	% RECYCLABLE
Posts & Pedestals	50% post-consumer steel	95% - 98%
Decks, steps, ramps & bridges	92% post-consumer steel	95% - 98%
Rails, climbers & accents	50% post-consumer steel	95%
Clamps & post caps	100% post-consumer aluminum	100%
'Rockite' (plastic)	100% resins	100%
'Mira-Lene' (panels)	50% recycled material	
Recycled roof panels & deck enclosures	100% recycled plastic	

Certificate

TÜV PRODUCT SERVICE

No: Z2 02 03 46289 001

Miracle Recreation Equipment Company

907 East County Road
Monett, MO 65708
USA

with production facility(ies)
46289 46290

is authorized to label the following products with the **"TÜV Mark"**
as shown in the certification mark list. See also notes overleaf.

Product: **Spielplatzgeräte**
Playground Equipment

Model: **Tot's Choice and Kid's Choice Playsystem components**
Slides, Climbers, Spring Riders and other Freestanding Equipment
(See attachment 1 for specific model numbers)

Parameters:		
	Decks:	steel, <8mm perforated, coated
	Kid's Choice Posts:	5" dia., steel or aluminum
	Tot's Choice Posts:	3 1/2" dia., steel
	Plastics:	Rockite, UV resistant
	Paint:	Powder Coat
	Coating:	Mira-Therm (PVC), 11-gauge
	Clamps:	Versalok II, Aluminum
	Max. Deck Height:	10' with 196" steel post

Note: When installing the equipment, all Free and Fall Space requirements of the below mentioned standards must be met. It is also assumed that the equipment is installed over impact absorbing surfacing according to EN 1177:1998.

The compliance of the above-mentioned product with the essential requirements of the following directive(s) and/or other relevant safety requirements was tested on a voluntary basis:
Report no.: DI107597-101

EN 1176-1:1998
EN 1176-3:1998
EN 1176-6:1998

Released with the above certificate number by TÜV PRODUCT SERVICE, the Product Certification Body of TÜV AMERICA INC.

Department: DANMIC/LF Date: March 29, 2002