



Red Monkey Play Equipment

Specialists in play equipment, safety flooring and bespoke play area designs for schools, nurseries and play areas

1. THE CONTENT OF THIS CONTRACT:

a. In this Contract: 'The Company' means T C Sports & Leisure Limited (T.C.S), 'The Goods' means the goods or services sold or supplied by the Company under this contract. 'The 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 terms in that form.

d. No employee of the Company or its agent has the 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.

2. STANDARDS:

a. Where B.S.I. specifications or code is applicable quotations will be given for patterns and or equipment to that specification or code.

b. When goods supplied under this contract are not supplied under the B.S.I. system for the Registration of Firms of Accessed Capability, the Customer will not be notified in the quotation relating to those goods.

3. PRICES:

a. All prices quoted are exclusive of value added tax or duty which may be levied or charged in the UK or in the country of destination.

b. The prices quoted are subject to any increase in the cost of labour or materials between the date of quotation and acceptance of the order.

c. If the Customer requires alterations to the order, the price will vary accordingly.

4. PROPERTY OF GOODS:

a. Property of the Goods supplied, delivered, or installed shall not pass to the Customer until payment is made in full. In cases of default in payment, the Company shall be granted access



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rights in order to repossess the goods. At all times before payment in full - the goods shall stand in Customers books in the name of the Company.

5. DELIVERY AND OR INSTALLATION:

a. The Company agree to deliver in the time specified on the order provided that the conditions which we have no control over are not happening.

6. SETTLEMENT TERMS:

a. When credit facilities exist, accounts due for payment 30 days from invoice date. Where special discount terms are quoted payment of this special price must be made within 4 days of invoice date. The Customer shall, unless otherwise agreed in writing, pay all sums due to the Company under the Contract prior to deliver and installation in cash or cleared cheque in pounds sterling. If for any reason the Company does not receive unconditional payment in full, whether under terms of credit facilities or otherwise, within 30 days from delivery and or installation then the Company may charge daily interest on such payments at a rate of 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.

7. EQUIPMENT:

a. All equipment installed will carry that suppliers terms, conditions and guarantee. Any parts proved faulty will be replaced free of charge provided that: The goods have been properly kept, used and maintained in strict accordance with the manufacturer's instructions, if any, and have not been modified. This guarantee does not cover fair wear and tear.

8. SAFETY SURFACE:

a. The installation of the safety surface and baseworks, if required, will be completed as near as possible to any plans, drawings, designs as: to the order.

b. Any alteration to the order: to be agreed by both.

c. 5 year guarantee given to the surface installed,(excluding normal wear and tear, accidental damage and acts of vandalism).

9. FORCE MAJEURE:

The Company shall not be liable in respect of any breach of this contract due to any cause beyond reasonable control, including, an act of god, inclement weather, flood, lightening or fire, industrial actions or lockouts, the act or omission of Government, highways authorities, or other competent authority, war, military operations or not, the act or omission of any part for whom the Company is not responsible.

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11. APPLICATION LAW:

The law of England shall be the proper law of contract