

HAGS[®]



Itemised Quotation

For

Melbourn Parish Council

The Moor Play Park

Quotation ref: Q-28467-M2B4 rev 2

31st March 2022

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HAGS®

Inspiring all generations

31st March 2022

Quotation Ref: Q-28467-M2B4 rev 2
Quotation type: Fixed Price Quotation
Valid for: 60 days

Sophie Marriage
Melbourn Parish Council

Dear Sophie

Re: The Moor Play Park

Thank you for inviting HAGS to provide a proposal for the above project. Please find enclosed our detailed quotation.

Inspiring all ages and ability levels is our mission. Innovation within our design and manufacturing ensure that you will have safe play and recreation equipment that creates fun for all to use.

The key benefits of choosing to work with HAGS are:

- **Quality & Durability** – we use top quality materials and manufacturing processes reducing maintenance and life cycle costs. All HAGS products are TUV certified and play spaces designed to the current European safety standards.
- **Innovation** – we have an enormous and diverse product portfolio to suit every need allowing you to add to your scheme easily.
- **Service** – we'll take care of you every step of the way from supply to decommissioning freeing up your time.

We trust that we have met your requirements and expectations fully. Should you wish to proceed with our proposal please complete the Order Form at the end of this document and return it to us along with your Purchase Order reference. However if you have any questions about the products, services offered, any other element of this proposal or wish to make any modifications please do not hesitate to contact me or my sales coordinator.

Thank you for your interest in HAGS. We look forward to discussing this proposal further with you and will contact you within the next 5 days.

Yours sincerely





Simon Carson
Area Sales Manager
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scarson@hags.co.uk


Tony Wynn
Sales Co-ordinator
07842 608285 (head office)
TWynn@hags.co.uk


Itemised Quotation


Removals


B&R Cablerider (Cut Off)		
	Breakout and remove from site cablerider (cutting off at ground level)	£638.00
Item Total		£638.00


B&R Seesaw (Cut Off)		
	Breakout and remove from site seesaw (cutting off at ground level)	£193.00
Item Total		£193.00


B&R Embankment Slide (Cut Off)		
	Breakout and remove from site standalone slide (cutting off at ground level) and stairs and platform structure on the mound.	£295.00
Item Total		£295.00


B&R Roundabout (Cut Off)		
	Breakout and remove from site roundabout (cutting off at ground level)	£306.00
Item Total		£306.00


B&R Springer (Cut Off)		
	Breakout and remove from site springer (cutting off at ground level)	£138.00
Item Total		£138.00


B&R Standalone Slide (Cut Off)		
	Breakout and remove from site standalone slide (cutting off at ground level)	£153.00
Item Total		£153.00


B&R Climbing Frame		
	Breakout and remove from site Climbing Frame.	£642.86
Item Total		£642.86

B&R 2-Bay Swing (Cut Off)		
	Breakout and remove from site 2-bay swing (cutting off at ground level)	£386.00
Item Total		£386.00


B&R Grassmat Tiles		
	Breakout and remove from site grassmat tiles beneath the existing climbing frame.	£549.75
Item Total		£549.75


B&R 50mm Wet Pour		
	Breakout and remove from site 26m2 of 50mm wet pour beneath existing cradle Swings.	£676.00
Item Total		£676.00


B&R 200mm Concrete Base		
	Breakout and remove from site 26m2 of 200mm concrete base beneath existing Cradle swing surfacing.	£494.00
Item Total		£494.00

B&R PCC Edging		
	Breakout and remove from site from site 32m of PCC edging from around existing cradle swing surfacing.	£448.00
Item Total		£448.00


Re-Instatement

Topsoil & Seed		
	Supply & lay 80m2 of 50mm topsoil & seed general re-instatement to all required areas of the site.	£880.00
Item Total		£880.00

Subsoil		
	Supply & lay 8m3 of subsoil to fill in and re-instate the ground where existing equipment and surfacing have been removed.	£520.00
Item Total		£520.00

Topsoil & Turf		
	Supply & lay 26m2 of 50mm topsoil & turf. Watering responsibility by others. to make good areas of soft ground re-instatement and levelled by subsoil.	£442.00
Item Total		£442.00

Refurbishment

Refurb Seesaw		
	Rubdown and repaint Rocking Horse Painting Specification - 1. Prepare by means of manual abrasion to remove loose and flaking paint. 2. Abrade surfaces to provide key. 3. Apply to rusted areas, 1 no. spot coat of Sigmacover 2 rust tolerant epoxy primer. 4. Following which Spot coat any bare galvanise using the finishing system. 5. Apply 2 no. coats of Vinadac Solvent Bourne Acrylic to all surfaces. (Painting of stainless steel, galvanised finish steel, plastic, HDPE or HPL not included)	£358.00
Item Total		£358.00

Equipment

MANTIS Zipwire- 30m with ramp for concrete -



PRODUCT FEATURES

Cable rides and zip wires have always been very popular with children of all ages as it encourages energetic play, offers a thrilling ride with an element of competition if desired and is highly stimulating. This MANTIS model is 30 metres in length, complete with launch platform, a pommel seat and spring loaded buffer mechanism. Mantis is constructed from structural grade steel and also features an easy tensioning mechanism that does not require any dismantling or specialist tools.

EQUIPMENT DIMENSIONS

m (L x W x H): 34.84 x 3.25 x 3.97

USERS

Age range: 5+
No. of users: 2

INSTALLATION

Minimum concrete volume cu. m: 6.98
Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.50
Min wet pour area – sq.m: 121.00

PLAY VALUE



PRICING

Supply 1 No. Mantis 30m Zipwire with Brown main post & Yellow support legs

£7,164.72

Soft Dig Installation

£2,547.00

Item Total

£9,711.72

Nexus Viper - Rope Swing



PRODUCT FEATURES

Viper has it all, a giant in-line rope swing that has its roots in the self-made swings of yesteryear, combining balancing, swinging and rocking movements with play interaction.

Unlike traditional swings it requires teamwork and balance, Viper promotes cooperative play and is an excellent example of loco-motor play. It is challenging and exciting to a wide group of ages and abilities. Viper's simple construction and lack of moving parts mean it is very reliable and virtually maintenance free.

With its dramatic styling and arched supports Viper is very imposing and is an excellent anchor item for any playground or will breathe new life into an existing play area.

EQUIPMENT DIMENSIONS

m (L x W x H): 8.04 x 2.84 x 3.61

USERS

Age range: 6+

No. of users: 6

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.50

Falling Space area – sq.m: 44.07

Min wet pour area – sq.m: 31.00

PLAY VALUE



PRICING

Supply 1 No. Viper Rope Swing with Yellow Arch & Brown inner legs

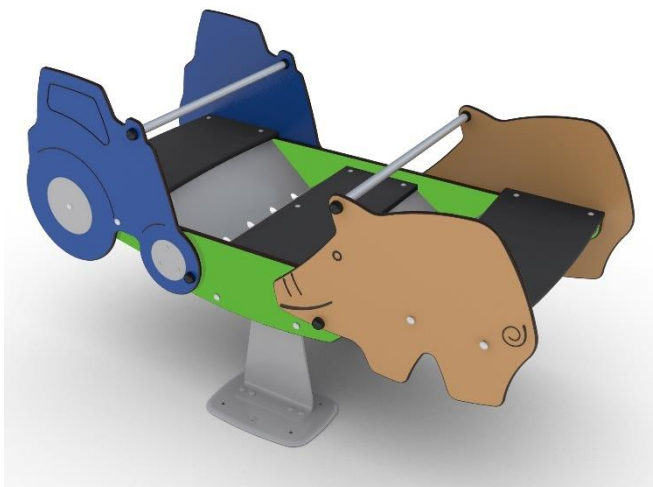
£6,376.00

Soft Dig Installation

£1,733.00

Item Total £8,109.00

Hilly 4 Seat Springer - (HAG8054258)



PRODUCT FEATURES

The four-seater springer is an exciting take on a classic playground staple and its sleek, contemporary look will add value to any play area. It is also a simple and inexpensive way to add imaginative features to a playground and it can be used to complement a themed multi-play unit.

The fun shape and bright colours stimulate children's imagination and encourage them to engage in role play. Up to four children can play together, which promotes social interaction and co-operation. Its side panels provide young children with additional support and ensure a safe experience for all.

Quick and easy to install, all parts can be recycled.

EQUIPMENT DIMENSIONS

m (L x W x H): 1.63 x 0.75 x 0.91

USERS

Age range: 2+

No. of users: 4

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 0.60

Falling Space area – sq.m: 10.00

Min wet pour area – sq.m: 16.00

PLAY VALUE

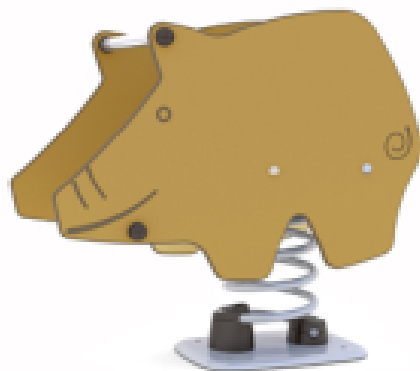


PRICING

Supply 1 No. Hilly Springer	£2,864.16
Soft Dig Installation	£388.00

Item Total **£3,252.16**

Piggy Springer 1 seater - (HAG8044675)



PRODUCT FEATURES

The Piggy springer is fun, colourful and full of excitement. Springers form an integral part of themed play and their simple, vivid design encourages imaginative games and story-telling, as well as stimulating exercise. Springers have delighted many generations of children and the Piggy springer is a fantastic product to add to any playground!

Double HPL sides ensure that smaller children are safe and well supported during their ride. Installation is quick and easy, with an anchoring system that allows simple maintenance and easy replacement of the product.

EQUIPMENT DIMENSIONS

m (L x W x H): 0.72 x 0.38 x 0.8

USERS

Age range: 2+

No. of users: 1

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 0.60

Falling Space area – sq.m: 7.50

Min wet pour area – sq.m: 7.75

PLAY VALUE



PRICING

Supply 1 No. Piggy Springer £691.20

Soft Dig Installation £201.00

Item Total £892.20

Ovis Springer (white) 1 seater - (HAG8044657)**PRODUCT FEATURES**

The Ovis springer is fun, colourful and full of excitement. Springers form an integral part of themed play and their simple, vivid design encourages imaginative games and story-telling, as well as stimulating exercise. Springers have delighted many generations of children and the Ovis springer is a fantastic product to add to any playground!

Double HPL sides ensure that smaller children are safe and well supported during their ride. Installation is quick and easy, with an anchoring system that allows simple maintenance and easy replacement of the product.

EQUIPMENT DIMENSIONS

m (L x W x H): 0.73 x 0.38 x 0.8

USERS

Age range: 2+

No. of users: 1

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 0.60

Falling Space area – sq.m: 7.50

Min wet pour area – sq.m: 7.75

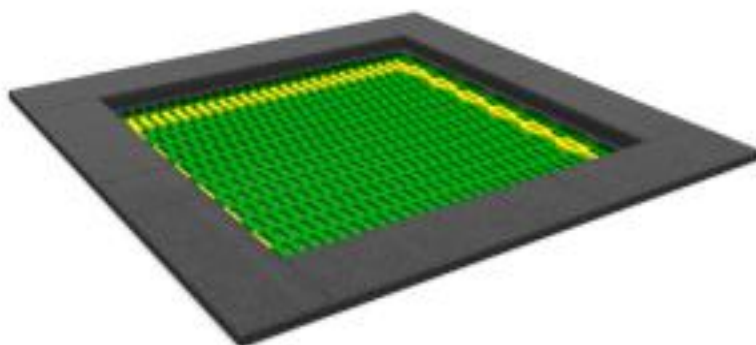
PLAY VALUE**PRICING**

Supply 1 No. Ovis Springer £691.20

Soft Dig Installation £201.00

Item Total £892.20

Big Square Trampoline 1.5m x 1.5m; 1M-T150S - (TRAM8066467)



PRODUCT FEATURES

A single person trampoline designed for both adults and children. Jumping area 1.5m x 1.5m. The jumping mat is made from special anti-slip plastic blocks which are also weather resistant. Trampolining is a great way to promote regular exercise. As well as focussing on children's health and enjoyment, it boasts various health benefits for adults as well - just a few minutes of jumping increases the heart rate and helps burn calories.

EQUIPMENT DIMENSIONS

m (L x W x H): 2.0 x 2.0 0.44

USERS

Age range: 5+

No. of users: 1

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.00

Falling Space area – sq.m: 26.50

Min wet pour area – sq.m: 18.50

PLAY VALUE



PRICING

Supply 1 No. Big Square Trampoline £3,605.04

Soft Dig Installation £981.00

Item Total £4,586.04

Mira 2.4m high Swing 6 Place,



PRODUCT FEATURES

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. HAGS range of stylish Mira swings will be a great addition to every play area. This 2.4m high swing frame provides great play appeal for children to interact and develop socially, and physically.

USERS

Age range: 2+
No. of users: 6

INSTALLATION

Cast in Place

PLAY VALUE



PRICING

Supply 1 No. Mira Swing with Yellow Crossbar & Brown Legs	£2,561.76
Hard Dig Installation	£1,500.00
Supply 2 No. KATJA flat seats	£308.88
Supply 2 No. Kiddy Cradle Seats	£721.44
Supply 1 No. Tango Seat	£693.36
Supply 1 No. Mirage Seat and 6mm Chain Assembly for HAGS Swings	£738.72

Item Total £6,524.16

Spinmee Inc. Roundabout Colour Collection 6 - (CAR-SP2(006))



PRODUCT FEATURES

The Spinmee Inclusive Roundabout is accessible to those with mobility impairments as well as wheelchair users. Its rotating base is flush with the surrounding safety surface allowing for easy transition between the surfaces. The design of the roundabout allows for both seated and standing users while also featuring 2 locations that can securely accommodate wheelchairs.

EQUIPMENT DIMENSIONS

m (L x W x H): 2.05 x 2.05 x 0.80

USERS

Age range: 4+

No. of users: 4

INSTALLATION

Minimum concrete volume cu. m: 0.35

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.00

Falling Space area – sq.m: 28.28

Min wet pour area – sq.m: 27.00

PLAY VALUE



PRICING

Supply 1 No. Spinmee Inclusive Roundabout

£6,377.00

Hard Dig Installation

£907.00

Item Total

£7,284.00

Bespoke UniPlay Unit



EQUIPMENT DIMENSIONS

m (L x W x H): 12.4 x 10.8 x 4

USERS

Age range: 2+

No. of users: 40+

INSTALLATION

Cast in Place

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 1.80

Falling Space area – sq.m: 118.00

PLAY VALUE





PRICING


Supply 1no. Bespoke UniPlay Unit	£24,241.75
Installation Soft Dig	£4,428.57
Supply 1 No. 4m space net with attachment bridge for Multi-unit.	£6,627.14
Soft Dig Installation of net element	£2,516.79


Item Total £37,814.25


Surfacing


GRASSMATT FR SURFACING FLAME RETARDANT 1.5Mt x 1Mt - (RP400S)		
	Supply 131 No. Grassmat tiles	£5,164.02
	Install grass mat	£1,965.00
	Supply & lay 50m2 of 50mm topsoil & turf. Watering responsibility by others.	£850.00
	Item Total	£7,979.02

Wet Pour		
	Supply and lay 122m2 of Black ramped wet pour as per design.	£9,736.82
	Supply and install stone to regulate (average 50mm) - 15m2	£120.00
Item Total		£9,856.82


Excavation to 150mm & cart away spoil (SD)		
	Soft dig excavation to 150mm & cart away spoil - 35m2 to extend existing base beneath the swings.	£490.00
	Item Total	£490.00

Geotextile Membrane		
	Supply and install 35m2 of geotextile membrane - 35m2 to extend existing base beneath the swings.	£105.00
	Item Total	£105.00

100mm MOT type 1		
	Supply and install 35m2 of 100mm MOT type 1 - 35m2 to extend existing base beneath the swings.	£840.00
Item Total		£840.00

Cut & Fill		
	Allowance for 21m3 of cut & fill to flatten mounding beneath the existing climbing frame.	£378.00
	Supply & lay 30m2 of 50mm topsoil & turf. Watering responsibility by others.	£510.00
Item Total		£888.00

Additional Items

B&R Slide & Steps		
	Breakout and remove from site embankment slide and steps	£1,285.00
Item Total		£1,285.00

Swift Wide1.8m high Slide w Platform, f Embankment - (HAG8072024)



PRODUCT FEATURES

Embankment Slide Swift Wide 1.8m

EQUIPMENT DIMENSIONS

m (L x W x H): 4167x1000x1800

USERS

Age range: 3+

No. of users: 3

INSTALLATION

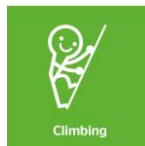
Sunken Foundation

SURFACE & SPACE REQUIRED

Max Free Fall height -m: 0.30

Falling Space area – sq.m: 26.50

PLAY VALUE



PRICING

Supply 1 No. Swift Wide Slide

£6,748.92

Less discount

~~£1,012.34~~

Discounted price

£5,736.58

Soft Dig Installation

£590.00

Item Total

£6,326.58

Allowance for Mounding



Allowance for Mounding

£930.00

Item Total

£930.00

Staircase Steps for mound w 1 Handrail, L 3m - (HAG8002959)



PRICING	
Supply 1 No. Staircase Steps	£1,064.88
<i>Less discount</i>	£159.73
Discounted price	£905.15
Soft Dig Installation	£350.00

Item Total £1,255.15

Topsoil & Turf



Supply & lay 45m2 of 50mm topsoil & turf.
Watering responsibility by others.

£765.00

Item Total £765.00

Added Value

I&M annual package






Quarterly Inspections for a year post install (worth £857.14)

Free of Charge

Item Total Free of Charge

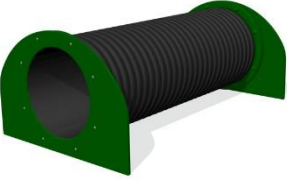
Project Preliminaries


Carriage charge		
	Orders with equipment valued below £5,000 carriage is charged at 12%. Orders with equipment valued above £5,000, carriage is charged at 6%.	£4,598.41
Site Security / Storage / Welfare Facilities		
	<p><u>Site Security</u> – As recommended by the Health and Safety Executive, 2m high temporary site security fencing will be erected whilst all installation works are undertaken, including site safety signage.</p> <p><u>Site Storage</u> – Supply secure container for duration of the works inclusive of site compound management.</p> <p><u>Welfare Facilities</u> – Supply suitable welfare facilities for the duration of the project in line with the requirements of the Construction Design and Management Regulations 2015 (CDM)</p> <p><u>Skip Allowance</u></p>	£3,084.64
Post Installation Inspection		
	RPII Post Installation Inspection	£357.00
Preliminaries Total		£8,040.05


Quotation Summary

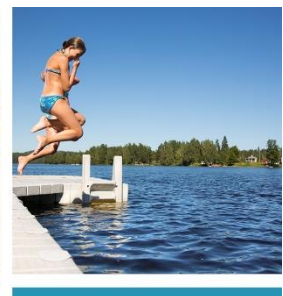
Quotation sub-total	£126,118.03
Less item discounts as detailed	-£1,172.07
Quotation sub-total	£124,945.96
Less additional special project discount	-£24,841.11
Quotation Total (exclusive of VAT)	£100,104.85

Addendum

Underground Tunnel with 800x1200mm Entry - 2.0m (FIBDTS20)		
	Underground Tunnel with 800x1200mm Entry - 2.0m (FIBDTS20)	£1,035.00
	Soft Dig Installation	£150.00
Item Total		£1,185.00

Allowance for Mounding		
	Allowance for extending mounding for tunnel	£1,145.00
Item Total		£1,145.00

Topsoil & Turf		
	Allowance to turf mound extension	£115.00
Item Total		£115.00



Additional Notes

Grassmatt Surfacing

Grassmatt surfacing relies on a combination of the product and the existing grass surface to achieve its critical fall height. The formation of the grass can vary greatly from location to location. These combined critical fall height properties are affected by changes in the weather, moisture and compaction of the ground formation, therefore the CFH cannot be guaranteed by certification. HAGS strongly recommend the installation of this surfacing product is monitored over time and maintained as required.

- Sites that are prone to waterlogging are NOT considered suitable from Grassmatt surfacing.
- During prolonged periods of dry weather the grass may need watering to sustain its growth.

When laid directly onto existing grass the surface will follow the natural contours of the ground, unless we have specifically detailed a separate cost to undertake additional preparation/ levelling/ turf works. HAGS recommend that the existing sub - soil is assessed by the client, prior to product installation, to ensure it is of good quality, without it being impeded by hard solids such as stone, brick or tree roots within the top 150mm from the grass surface.

Grass as a Safety Surface

In accordance with EN1176 grass may be used for items with a Fall Height of up to 1.5 metres, however there must be a site specific risk assessment for this that includes:

- A depth test to 150mm to indicate there are few stones or hard objects in the surface
- Areas of wear or potential wear are strengthened to prevent bare patches
- The use of the grass is monitored and a good sward is maintained at all times

This obviously requires a competent level of work by the playground owner-operator, both now and in the future. If you are happy to undertake this and continue to maintain the grass sward, no additional safety surface is necessary.

However, in our experience grass around popular items of equipment tends to become worn away, especially during spells of very dry or very wet weather. The 'performance' of grass is also dependant on the soil type beneath it. Therefore our advice would be to provide at least a wear pad of safety surfacing, especially for dynamic moving items of equipment where the risk of children falling is greater than with static equipment.

Where equipment is installed directly into grass and the free height of fall is between 0.6m and 1.5m it is the responsibility of the playground operator to ensure that the grass sward is maintained in good order.

Trampolines

This product is partially installed below ground and may require a drainage solution to be provided alongside it for site locations that are prone to waterlogging or have poor natural drainage. Unless specifically detailed within our cost drainage work is not included in our installation price and can be quoted as a separate item to meet the requirements of your site conditions. Please contact HAGS if you believe this is a requirement for your project.

Spinmee Roundabout

This product is partially installed below ground and may require a drainage solution to be provided alongside it for site locations that are prone to waterlogging or have poor natural drainage. Unless specifically detailed within our cost drainage work is not included in our installation price and can be quoted as a separate item to meet the requirements of your site conditions. Please contact HAGS if you believe this is a requirement for your project.

Freedom of Information

Non-disclosure of commercially sensitive documents under Freedom of Information Act

HAGS-SMP Ltd. consider our proposal return documentation to be commercially sensitive information under the Freedom of Information Act 2000. We request it is not disclosed on the grounds that its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person holding it without upholding any public interest.

Commercially sensitive extends to, but is not limited to: pricing, company structure and resources, method statements for the delivery of the works and services and descriptions of our products or bespoke environment designs. Release of this information would give commercial competitors an unfair advantage against HAGS-SMP Ltd. on any future proposal submissions.

However, our 3D visual design drawings may be reviewed and released under a FOI Act request as this is generally available within the public domain or may have been displayed at a public event.

Terms of Quotation

1. THIS QUOTATION IS VALID FOR 60 DAYS

2. VAT IS NOT INCLUDED

3. Prices are strictly 30 days nett

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* (a copy is available on request).

4. CARRIAGE CHARGES

Carriage charged within the UK Mainland are:

Orders with *gross equipment valued below £5,000*, carriage is charged at **12%**.

Orders with *gross equipment valued above £5,000*, carriage is charged at **6%**.

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* will be applicable per site.

7. NON HAGS PRODUCT

In cases where HAGS includes within a project non-HAGS items specified by the client or its agent HAGS does not warrant that product or service as fit for use and its inclusion by HAGS 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. HAGS does not guarantee such goods or services in any way.

8. PRODUCT DEVELOPMENT

HAGS 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 will be confirmed with order and is typically 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. HAGS 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) **HAGS-SMP Ltd t/as HAGS 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 HAGS-SMP 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.

HAGS®

Inspiring all generations

Order Form

For HAGS supply & installation project

Date

Your PO Number:

Company
Name

Address 1

Address 2

Address 3

Address 4

Town

County

Post Code

DELIVER TO

Project / Delivery
Contact Name

Site Name

Address 1

Address 2

Address 3

Address 4

Town

County

Post Code

PROJECT DELIVERY CONTACT	DELIVERY CONTACT MOBILE NO.	PREFERRED START DATE

QTY	DESCRIPTION / QUOTATION REF	LINE TOTAL

PAYMENT TERMS ARE STRICTLY 30 days
(unless otherwise agreed)

SUB TOTAL

VAT @ 20%

TOTAL

1. Please notify us immediately if you are unable to receive delivery / installation as specified in our Order Acknowledgement
2. In signing this order form you agree to HAGS Terms & Conditions (as detailed)
3. Payment terms are subject to status

Authorising signature
Print name:

Date

Terms and Conditions

1. THE CONTENT OF THIS CONTRACT

- a. in this Contract:-
 - "the Company" means HAGS-SMP Ltd t/as HAGS 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. The Contract becomes legally binding on both parties once FIVE (5) BUSINESS DAYS has expired following the issue by the Company of the Order Confirmation. At this point, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and the Contract. If the Customer rejects the Order Confirmation within the FIVE (5) BUSINESS DAYS, no Contract is deemed to exist.
- e. 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 Company Director.
- f. The Customers order shall be subject to acceptance by the Company
- g. 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.
- h. 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. Quoted prices are held for a period of 60 (Sixty) days and ordered prices for Goods or Services are held for 60 (Sixty) Days, after these periods both are subject to any increase in the cost of labour, materials and installation.
- d. If the Customer requires alteration to the order the price will be varied accordingly. After 5 (Five) business days of the order being placed, any changes will incur additional charges.

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 10, 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 for 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. If the carrier is unable to unload the Goods carried, the transport will still be charged. Any damage to Goods caused during or after unloading by the staff of the Customer will be the exclusive responsibility of Customer.
- b. If the Customer is not available or prepared to accept delivery the Company may take away the Goods and redeliver at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage and demurrage) or leave the Goods on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise
- c. If the Company has been delayed by the Customer for delivery of Goods, the Company has the right to charge a weekly holding or storage charge of 2.5% of the Goods.
- d. 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.
- e. Prior authorisation for any returns is needed before the Company will accept. The Company reserves the right to charge a re-stocking fee of 25% of the Goods. Carriage cost for any returned product must be borne by the Customer.

6. SETTLEMENT TERMS

- a. Where credit facilities exist, accounts are due for payment 30 days from the date of invoice. Proforma payments and deposits can be requested by the Company at any time, subject to Customer credit checks and review on historical payments.
- b. Unless expressly stated otherwise in writing, invoices will be issued:
 - i. For the supply of Goods only orders, 100% of the price upon manufacture or dispatch.
 - ii. For supply of Goods and Services orders, 100% of the Goods price upon dispatch and the remaining balance in accordance with an agreed upon payment plan but no later than full invoicing upon completion (handover) of services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of the invoice unless expressly agreed otherwise.
- c. The Company is entitled to ask for full payment of Goods upfront when the order is accepted (by credit card, money transfer or similar) and the payment of the installation upon completion date (hand over) of services. In the exceptional case that the Customer does not meet financial criteria set by the Company, the order will not be released to manufacturing until the pre-payment has been received, so the pre-payment invoice shall be made within five (5) working days starting from the date of the invoice in order to achieve timely delivery
- d. For Services to be carried out over a period exceeding two weeks, the Company reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon receipt of the Goods at the Customer's site, followed at weekly intervals by invoices for completed stages of the Services. In the event that any weekly invoice is not paid in accordance with clause 6(a), the Company shall be entitled at its own discretion to suspend the Services until payment of all outstanding sums is received or to terminate the Contract in accordance with clause 10.
- e. 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.
- f. 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 8% per annum above the Bank of England Base rate, such interest to run from day to day to accrue before as well as after any judgement.
- g. Export Sales: Special terms will be quoted for export deliveries.
- h. If retention is applicable, the retention period will be 12 (Twelve) months from the Completion Date unless an amendment is agreed with the Company prior to the sales order submission. Clause 6(f) will be enforced for outstanding balances after the expiration of the 12-month period.

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 10 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. Return of any Goods must be authorized in writing by the Company prior to shipping and all costs and expenses will be borne by the Customer.
- e. The communication of defects and anomalies must be raised within (3) Three Months of when the Goods defect is discovered or should have been discovered and must be accompanied by supporting documentation to help validate the claim.
- f. If specific colours or design of Goods have been discontinued, the Company will offer a choice of available alternative colours or corresponding alternative designs of Goods to replace the warranted defect.
- g. If during the period of 12 (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.
- h. If the Company has been notified by the Customer to a fault outside the period of 12 months the Company will review the Goods warranty documents to validate the claim. If the fault falls into a warranty category which the Company decides to honour, the replacement part to resolve the fault will be supplied free of charge exclusive of labour.

8. INSTALLATION OF GOODS

- a. The Customer must provide accurate information to the Company regarding site details including site dimensions, layout, specification and below ground soil conditions. If this is not provided accurately by the Customer, the Company can charge the Customer any additional charges incurred.
- b. The Customer shall promptly notify the Company of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Goods are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Company shall not be held liable under any circumstance for any potential or actual damages caused to such installations. If the Company incurs additional costs as a result of a failure to provide such information, the Company can charge the Customer any additional costs incurred.
- c. The Company will only survey area's above ground prior to installation. Any additional surveys required will be chargeable to the Customer. Should any sub-surface structures exist that are not identified through the survey, the Company can charge the Customer for any additional costs incurred.
- d. An installation commencement date will be agreed in advance by the Customer and the Company. Should the installation site not be in a suitable condition for work to commence on this date, the Company will be entitled to charge the Customer for any additional costs incurred.
- e. The Company shall subcontract Services works out to approved installers where necessary, all works to be managed by the Company.
- f. The Company has the right to charge the Customer for any works outside the order confirmation.
- g. Any amendments to the original order must be made in writing. The Company will endeavour to accommodate such amendments but will charge the Customer for any additional time and materials incurred. The Company has the right to reject such amendments.
- h. Upon completion of the Services, the Customer shall sign the Site Completion Handover Checklist provided by the Company or confirm in writing all works have been carried out to a satisfactory level. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the Customer shall send the Company, within five (5) working days from receipt of

the Site Completion Handover Checklist or Confirmation email of completed works, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Company shall remedy the claimed faults at its own expense; if, instead, the Company demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Company the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer doesn't return a signed Site Completion Handover Checklist, Confirmation email or provide a Notice within five (5) working days from receipt of the Site Completion Handover Checklist or Confirmation email of completed works, the Services will be deemed completed to the Customer's satisfaction in all respects.

9. 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.

10. 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 fails to pay any undisputed amount due under this contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - ii. 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
 - iii. 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.
 - iv. A re-stocking fee of 25% of the product value and freight charge will be levied for all cancelled orders.
- b. For all special manufactured or purchased items we reserve the right to charge full value of the cancelled equipment order.

11. FORCE MAJEURE

- a. 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, pandemic, 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.

12. 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.

13. APPLICABLE LAW

- a. The Law of England shall be the proper law of this Contract

HAGS[®]

Inspiring all generations

hags.co.uk | sales@hags.co.uk | 0845 260 1655



 PlayPower

A PlayPower, Inc. Company

Additional Notes

Grassmatt Surfacing

Grassmatt surfacing relies on a combination of the product and the existing grass surface to achieve its critical fall height. The formation of the grass can vary greatly from location to location. These combined critical fall height properties are affected by changes in the weather, moisture and compaction of the ground formation, therefore the CFH cannot be guaranteed by certification. HAGS strongly recommend the installation of this surfacing product is monitored over time and maintained as required.

- Sites that are prone to waterlogging are NOT considered suitable from Grassmatt surfacing.
- During prolonged periods of dry weather the grass may need watering to sustain its growth.

When laid directly onto existing grass the surface will follow the natural contours of the ground, unless we have specifically detailed a separate cost to undertake additional preparation/ levelling/ turf works. HAGS recommend that the existing sub - soil is assessed by the client, prior to product installation, to ensure it is of good quality, without it being impeded by hard solids such as stone, brick or tree roots within the top 150mm from the grass surface.

Grass as a Safety Surface

In accordance with EN1176 grass may be used for items with a Fall Height of up to 1.5 metres, however there must be a site specific risk assessment for this that includes:

- A depth test to 150mm to indicate there are few stones or hard objects in the surface
- Areas of wear or potential wear are strengthened to prevent bare patches
- The use of the grass is monitored and a good sward is maintained at all times

This obviously requires a competent level of work by the playground owner-operator, both now and in the future. If you are happy to undertake this and continue to maintain the grass sward, no additional safety surface is necessary.

However, in our experience grass around popular items of equipment tends to become worn away, especially during spells of very dry or very wet weather. The 'performance' of grass is also dependant on the soil type beneath it. Therefore our advice would be to provide at least a wear pad of safety surfacing, especially for dynamic moving items of equipment where the risk of children falling is greater than with static equipment.

Where equipment is installed directly into grass and the free height of fall is between 0.6m and 1.5m it is the responsibility of the playground operator to ensure that the grass sward is maintained in good order.

Spinmee Roundabout

This product is partially installed below ground and may require a drainage solution to be provided alongside it for site locations that are prone to waterlogging or have poor natural drainage. Unless specifically detailed within our cost drainage work is not included in our installation price and can be quoted as a separate item to meet the requirements of your site conditions. Please contact HAGS if you believe this is a requirement for your project.

Trampolines

This product is partially installed below ground and may require a drainage solution to be provided alongside it for site locations that are prone to waterlogging or have poor natural drainage. Unless specifically detailed within our cost drainage work is not included in our installation price and can be quoted as a separate item to meet the requirements of your site conditions. Please contact HAGS if you believe this is a requirement for your project.

Freedom of Information

Non-disclosure of commercially sensitive documents under Freedom of Information Act

HAGS-SMP Ltd. consider our proposal return documentation to be commercially sensitive information under the Freedom of Information Act 2000. We request it is not disclosed on the grounds that its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person holding it without upholding any public interest.

Commercially sensitive extends to, but is not limited to: pricing, company structure and resources, method statements for the delivery of the works and services and descriptions of our products or bespoke environment designs. Release of this information would give commercial competitors an unfair advantage against HAGS-SMP Ltd. on any future proposal submissions.

However, our 3D visual design drawings may be reviewed and released under a FOI Act request as this is generally available within the public domain or may have been displayed at a public event.

Terms of Quotation

1. THIS QUOTATION IS VALID FOR 60 DAYS

2. VAT IS NOT INCLUDED

3. Prices are strictly 30 days nett

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* (a copy is available on request).

4. CARRIAGE CHARGES

Carriage charged within the UK Mainland are:

Orders with *gross equipment valued below £5,000*, carriage is charged at **12%**.

Orders with *gross equipment valued above £5,000*, carriage is charged at **6%**.

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* will be applicable per site.

7. NON HAGS PRODUCT

In cases where HAGS includes within a project non-HAGS items specified by the client or its agent HAGS does not warrant that product or service as fit for use and its inclusion by HAGS 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. HAGS does not guarantee such goods or services in any way.

8. PRODUCT DEVELOPMENT

HAGS 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 will be confirmed with order and is typically 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. HAGS 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) **HAGS-SMP Ltd t/as HAGS 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 HAGS-SMP 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.

HAGS®

Inspiring all generations

Order Form

For HAGS supply & installation project

Date

Your PO Number:

Company
Name

Address 1

Address 2

Address 3

Address 4

Town

County

Post Code

DELIVER TO

Project / Delivery
Contact Name

Site Name

Address 1

Address 2

Address 3

Address 4

Town

County

Post Code

PROJECT DELIVERY CONTACT	DELIVERY CONTACT MOBILE NO.	PREFERRED START DATE

QTY	DESCRIPTION / QUOTATION REF	LINE TOTAL

PAYMENT TERMS ARE STRICTLY 30 days
(unless otherwise agreed)

SUB TOTAL
VAT @ 20%
TOTAL

1. Please notify us immediately if you are unable to receive delivery / installation as specified in our Order Acknowledgement
2. In signing this order form you agree to HAGS Terms & Conditions (as detailed)
3. Payment terms are subject to status

Authorising signature
Print name:

Date

Terms and Conditions

1. THE CONTENT OF THIS CONTRACT

- a. in this Contract:-
"the Company" means HAGS-SMP Ltd t/as HAGS 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. The Contract becomes legally binding on both parties once FIVE (5) BUSINESS DAYS has expired following the issue by the Company of the Order Confirmation. At this point, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and the Contract. If the Customer rejects the Order Confirmation within the FIVE (5) BUSINESS DAYS, no Contract is deemed to exist.
- e. 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 Company Director.
- f. The Customers order shall be subject to acceptance by the Company
- g. 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.
- h. 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.

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- a. Where a B.S.I. specification or code is applicable, quotations will be given for patterns and equipment to that specification code.
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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.
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- 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 10, 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.
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- 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. If the carrier is unable to unload the Goods carried, the transport will still be charged. Any damage to Goods caused during or after unloading by the staff of the Customer will be the exclusive responsibility of Customer.
- b. If the Customer is not available or prepared to accept delivery the Company may take away the Goods and redeliver at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage and demurrage) or leave the Goods on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise
- c. If the Company has been delayed by the Customer for delivery of Goods, the Company has the right to charge a weekly holding or storage charge of 2.5% of the Goods.
- d. 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.
- e. Prior authorisation for any returns is needed before the Company will accept. The Company reserves the right to charge a re-stocking fee of 25% of the Goods. Carriage cost for any returned product must be borne by the Customer.

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- a. Where credit facilities exist, accounts are due for payment 30 days from the date of invoice. Proforma payments and deposits can be requested by the Company at any time, subject to Customer credit checks and review on historical payments.
- b. Unless expressly stated otherwise in writing, invoices will be issued:
 - i. For the supply of Goods only orders, 100% of the price upon manufacture or dispatch.
 - ii. For supply of Goods and Services orders, 100% of the Goods price upon dispatch and the remaining balance in accordance with an agreed upon payment plan but no later than full invoicing upon completion (handover) of services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of the invoice unless expressly agreed otherwise.
- c. The Company is entitled to ask for full payment of Goods upfront when the order is accepted (by credit card, money transfer or similar) and the payment of the installation upon completion date (hand over) of services. In the exceptional case that the Customer does not meet financial criteria set by the Company, the order will not be released to manufacturing until the pre-payment has been received, so the pre-payment invoice shall be made within five (5) working days starting from the date of the invoice in order to achieve timely delivery
- d. For Services to be carried out over a period exceeding two weeks, the Company reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon receipt of the Goods at the Customer's site, followed at weekly intervals by invoices for completed stages of the Services. In the event that any weekly invoice is not paid in accordance with clause 6(a), the Company shall be entitled at its own discretion to suspend the Services until payment of all outstanding sums is received or to terminate the Contract in accordance with clause 10.
- e. 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.
- f. 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 8% per annum above the Bank of England Base rate, such interest to run from day to day to accrue before as well as after any judgement.
- g. Export Sales: Special terms will be quoted for export deliveries.
- h. If retention is applicable, the retention period will be 12 (Twelve) months from the Completion Date unless an amendment is agreed with the Company prior to the sales order submission. Clause 6(f) will be enforced for outstanding balances after the expiration of the 12-month period.

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 10 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. Return of any Goods must be authorized in writing by the Company prior to shipping and all costs and expenses will be borne by the Customer.
- e. The communication of defects and anomalies must be raised within (3) Three Months of when the Goods defect is discovered or should have been discovered and must be accompanied by supporting documentation to help validate the claim.
- f. If specific colours or design of Goods have been discontinued, the Company will offer a choice of available alternative colours or corresponding alternative designs of Goods to replace the warranted defect.
- g. If during the period of 12 (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.
- h. If the Company has been notified by the Customer to a fault outside the period of 12 months the Company will review the Goods warranty documents to validate the claim. If the fault falls into a warranty category which the Company decides to honour, the replacement part to resolve the fault will be supplied free of charge exclusive of labour.

8. INSTALLATION OF GOODS

- a. The Customer must provide accurate information to the Company regarding site details including site dimensions, layout, specification and below ground soil conditions. If this is not provided accurately by the Customer, the Company can charge the Customer any additional charges incurred.
- b. The Customer shall promptly notify the Company of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Goods are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Company shall not be held liable under any circumstance for any potential or actual damages caused to such installations. If the Company incurs additional costs as a result of a failure to provide such information, the Company can charge the Customer any additional costs incurred.
- c. The Company will only survey area's above ground prior to installation. Any additional surveys required will be chargeable to the Customer. Should any sub-surface structures exist that are not identified through the survey, the Company can charge the Customer for any additional costs incurred.
- d. An installation commencement date will be agreed in advance by the Customer and the Company. Should the installation site not be in a suitable condition for work to commence on this date, the Company will be entitled to charge the Customer for any additional costs incurred.
- e. The Company shall subcontract Services works out to approved installers where necessary, all works to be managed by the Company.
- f. The Company has the right to charge the Customer for any works outside the order confirmation.
- g. Any amendments to the original order must be made in writing. The Company will endeavour to accommodate such amendments but will charge the Customer for any additional time and materials incurred. The Company has the right to reject such amendments.
- h. Upon completion of the Services, the Customer shall sign the Site Completion Handover Checklist provided by the Company or confirm in writing all works have been carried out to a satisfactory level. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the Customer shall send the Company, within five (5) working days from receipt of

the Site Completion Handover Checklist or Confirmation email of completed works, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Company shall remedy the claimed faults at its own expense; if, instead, the Company demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Company the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer doesn't return a signed Site Completion Handover Checklist, Confirmation email or provide a Notice within five (5) working days from receipt of the Site Completion Handover Checklist or Confirmation email of completed works, the Services will be deemed completed to the Customer's satisfaction in all respects.

9. 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.

10. 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 fails to pay any undisputed amount due under this contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - ii. 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
 - iii. 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.
 - iv. A re-stocking fee of 25% of the product value and freight charge will be levied for all cancelled orders.
- b. For all special manufactured or purchased items we reserve the right to charge full value of the cancelled equipment order.

11. FORCE MAJEURE

- a. 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, pandemic, 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.

12. 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.

13. APPLICABLE LAW

- a. The Law of England shall be the proper law of this Contract

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 PlayPower

A PlayPower, Inc. Company

Section 4: Quality Competencies and Schedule of Works

4.1) Questionnaire – Quality Competencies

As outlined in section 3.5, Quality Competencies form part of the tender evaluation. Please provide a simple written response to each question. The Council will look for a short statement confirming your response (short responses that are clear and concise are preferred). *Your English and use of grammar/handwriting will not be assessed, but it needs to be clear enough to understand.* Please use extra sheets as necessary.

Question	Written statements are required
4.1.1	<p>Who will carry out and oversee the specified work and how experienced are they at carrying out that work? For example, are staff members casual or permanent? Justify your answer, using extra sheet if needed.</p> <p>HAGS-SMP Ltd will manage the project and oversee an external contractor who will carry out the works.</p> <p>HAGS is accredited by the Contractors Health and Safety Assessment Scheme (CHAS) and only uses approved supply partners to install play areas, ensuring they adhere to our code of conduct.</p> <p>Site security</p> <ul style="list-style-type: none">Your site – and any site compound area – will be enclosed by two-metre high Heras security fencing for the duration of the works. ‘Warning, construction work’ signs will be attached to the fence for public safety and awareness.Site access will remain closed to prevent unauthorised access.Lockable steel storage containers and a welfare unit will be located within the compound area.Security provisions will remain in place until after the post-installation inspection report is complete and only after agreement with you. <div><div><p>Two-metre high Heras security fence erected around perimeter</p></div><div><p>Lockable steel storage containers and welfare unit in compound area</p></div><div><p>‘Warning, construction work’ signs on fence to warn locals</p></div><div><p>Access to site closed at all times to prevent unauthorised access</p></div></div>

Site health and safety

On contract award and prior to installation, you will be presented with all the relevant health and safety documentation which can be supplied electronically and in hard copy format. Your dedicated health and safety manager is Alison Reed, Health, Safety, Environment and Quality (HSEQ) Manager. Alison will respond to any requests you have around health and safety on-site.

Contact details:
Alison Reed
HSEQ Manager
AReed@hags.co.uk
Office no. 01757 293407
Mobile no.07739 894692

Plant and tools used on site

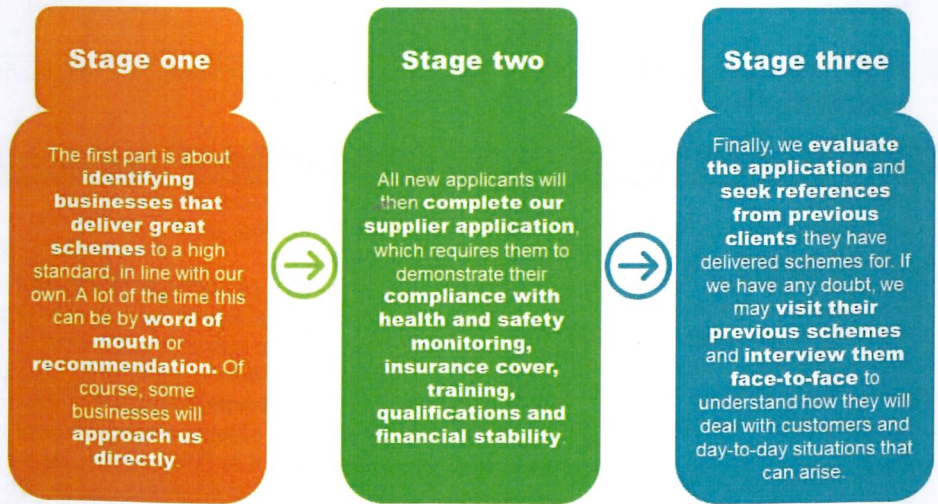
The plant and equipment used on your site will be limited to small dumpers, powered and non-powered hand tools.

Approved installation supply partners are required to demonstrate they are competent in the inspection and maintenance of all plant and equipment. Most installation teams use hired equipment and are required to provide evidence of the hire certificate, detailing that the plant or tool has been maintained correctly.

Installation Supply partner appointment

Prior to becoming an approved supplier, supply partners are assessed for quality and health and safety competency, as well as compliance with the relevant standards.

There is a clear process for identifying and qualifying supply partners as suitable and competent, which is outlined in the below graphic.



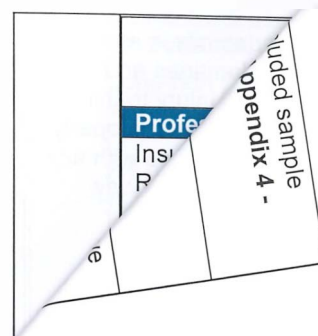
In addition, supply partners must demonstrate an ability to cope with the ever-changing landscapes of training and legal and regulatory compliance. As a supply partner, they must ensure they can meet the demands that are placed upon them and, ultimately, the law expects.

	<p>Assessment of installation supply partners</p> <p>Jonathan Coghlan Head of UK Contracts, oversees the assessment of potential suppliers, along with HSEQ Manager Alison Reed.</p> <p>As part of the evaluation, an <i>Installer's Competency HSE Questionnaire</i> is completed, which is thoroughly assessed by Jonathan and Alison to standardise the criteria into a consistent format.</p> <p>The questionnaire covers areas including:</p> <div style="display: flex; flex-wrap: wrap; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Health and safety policy</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Training</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Accident statistics</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Systems of work</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Monitoring</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Risk assessments</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Insurance details</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">CSCS registration</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">DBS clearance</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Environment</div> <div style="border: 1px solid black; padding: 5px; margin: 5px;">Equal opportunities</div> </div> <p>Before the commencement of all projects, the contractor will undergo site induction, however, they will be responsible for the safety and specific task training of their own personnel. They must provide us with full details of each worker's qualifications and training as part of their approved status application and you can request this information at any time during your project.</p> <p>On an ad-hoc basis, we hold mandatory toolbox talks on aspects of safety with supply partners, meaning you will have installers that only comply with the most rigorous safety training.</p>																				
4.1.2	<p>What is the level of liability insurance held and can you confirm that your insurance is still valid? Enclose Copy.</p> <table border="1" style="width: 100%;"> <tr> <th colspan="2" style="background-color: #0056b3; color: white;">Employers' liability policy</th> </tr> <tr> <td style="width: 30%;">Insurer:</td> <td>Zurich UK Commercial</td> </tr> <tr> <td>Renewal date:</td> <td>30 September 2022</td> </tr> <tr> <td>Policy number:</td> <td>AF831243</td> </tr> <tr> <td>Cover:</td> <td>This policy provides an indemnity in respect of your legal liability to pay damages and claimants' costs and expenses in respect of death of or bodily injury to or disease or illness contracted by any Employee and arising out of and in the course of his employment in the Business and caused during the Period of Insurance. Cover includes defence costs incurred with Insurer's written consent.</td> </tr> <tr> <td>Limit of indemnity:</td> <td>£10,000,000 any one occurrence. £5,000,000 any one occurrence in respect of Terrorism.</td> </tr> <tr> <th colspan="2" style="background-color: #0056b3; color: white;">Primary public / products liability policy</th> </tr> <tr> <td>Insurer:</td> <td>Zurich UK Commercial</td> </tr> <tr> <td>Renewal date:</td> <td>30 September 2022</td> </tr> <tr> <td>Policy number:</td> <td>KF831249</td> </tr> </table>	Employers' liability policy		Insurer:	Zurich UK Commercial	Renewal date:	30 September 2022	Policy number:	AF831243	Cover:	This policy provides an indemnity in respect of your legal liability to pay damages and claimants' costs and expenses in respect of death of or bodily injury to or disease or illness contracted by any Employee and arising out of and in the course of his employment in the Business and caused during the Period of Insurance. Cover includes defence costs incurred with Insurer's written consent.	Limit of indemnity:	£10,000,000 any one occurrence. £5,000,000 any one occurrence in respect of Terrorism.	Primary public / products liability policy		Insurer:	Zurich UK Commercial	Renewal date:	30 September 2022	Policy number:	KF831249
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Renewal date:	30 September 2022																				
Policy number:	KF831249																				

	<p>Cover:</p> <p>Limit of Indemnity:</p>	<p>This policy provides an indemnity in respect of our legal liability to pay damages and claimants costs arising out of injury to third parties or loss of or damage to their property or nuisance trespass or interference with any easement, right of air, light, water or way arising out of and in the course of the business, occurring during the period of insurance. Including costs and expenses incurred with insurers' written consent (such costs being in addition to the limit of liability). Including products liability for goods sold or supplied.</p> <p>Public - £1,000,000 any one occurrence. Products - £1,000,000 in all.</p>
	<p>Umbrella public / products liability policy</p> <p>Insurer:</p> <p>Renewal date:</p> <p>Policy number:</p> <p>Cover:</p> <p>Limit of indemnity:</p>	<p>A) James River Insurance Company B) Great American E&S Insurance Company C) Evanston Insurance Company D) Endurance American Specialty Insurance Company</p> <p>01 October 2022</p> <p>A) 00086043-1 B) XS2665872 C) MKLV4EUE100258 D) ELD30001283600</p> <p>Legal liability following the terms of the primary Public and Products Liability policy for sums in excess of the Total Underlying Limit(s) applicable to the Underlying Policy(s).</p> <p>A) US\$ 5,000,000 B) US\$ 5,000,000 C) US\$ 10,000,000 D) US\$ 5,000,000</p> <p>Total \$25,000,000 each occurrence and in the aggregate (20,379,465 Sterling equivalent as of 01/10/2021).</p>
	<p>Contractors All Risks Policy</p> <p>Insurer:</p> <p>Renewal date:</p> <p>Policy number:</p> <p>Cover:</p> <p>Limit of Indemnity:</p>	<p>Allianz Insurance</p> <p>30 September 2022</p> <p>CS28930098</p> <p>'All risks' of physical loss of or damage to:</p> <ul style="list-style-type: none"> The works whether permanent or temporary including materials incorporated or for incorporation therein (whether or not the works commenced during the period of insurance) Contractors' plant tools and equipment demountable and temporary buildings and / or caravans including fixtures and fittings and contents therein and / or stores or property of whatsoever nature for use in connection with the business The property or responsibility of the insured. <p>Contract works - £350,000.</p>

		Contractors / own plant - £25,000. Temporary buildings - £5,000. Hired in plant - £10,000.
	Professional Indemnity	
	Insurer: Renewal date: Policy number: Cover:	Dual Corporate Risks Ltd 07 December 2022 PC-61340121N1 Insuring Clauses We agree to indemnify the Insured against their liability for any Claim first made against the Insured and notified to Us during the Certificate Period in accordance with the terms of this Certificate in respect of any legal liability arising out of: 2.1 a breach of professional duty by the Insured or by any Employee of the Insured in the course of the Insured's Professional Business. 2.2 any dishonest or fraudulent act or omission on the part of any Employee provided that: 2.2.1 no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to an indemnity; 2.2.2 no indemnity shall be provided for dishonest or fraudulent acts committed by any person or after discovery by the Insured of any reasonable cause for suspicion of fraud or dishonesty on the part of that person; 2.2.3 in relation to this clause 2.2 and 7.4, Employee shall not include subconsultants. 2.3 the Insured's involvement in a joint venture provided the extent of the indemnity is restricted to Claims arising out of work performed by the Insured or an Employee in the course of the Insured's Professional Business. 2.4 libel and slander committed without intention or malice by the Insured or any Employee during the course of the Insured's Professional Business. 2.5 We agree to indemnify the Insured against its liability for the infringement of copyright provided it arises from the breach of a professional duty by the Insured or by any Employee in the course of carrying out Professional Business. We also agree to pay Costs either incurred by Us or incurred by the Insured provided our prior written consent has been given.
	Limit of Indemnity:	£2,000,000
	A copy of our insurance details has been included as Appendix 2 – Insurance Details	
4.1.3	Can you confirm that the people concerned in the delivery of the specified services will be trained and competent persons?	Yes
	If Yes, do you have specific evidence of <i>safety training</i> ? Enclose.	N/A – details of safety competence
	Do you have a Health & Safety policy? If so, enclose copy.	Yes – Included as Appendix 3 – H&S Policy

	Do you carry out Risk Assessments for the types of work being quoted? Please provide copies.	Yes – Included sample copies as Appendix 4 - RAMS
	State details of accidents, ill health or HSE involvement in the last two years (use separate sheet if needed)	None reported
4.1.4	Please provide the names and contact details of two recent clients for whom you have provided similar services and from whom we can without further permission seek references. Please use additional sheets if necessary.	
	Referee 1: Name of referee: Stuart Anderson Address: Brentwood Borough Council Telephone: Email: stuart.anderson@brentwood.gov.uk Name of person to contact (if different to referee name): A brief description of the services provided: HAGS designed a large inclusive play area for River Way including manufacturing and installing the bespoke units and other play equipment on site.	
	Referee 2: Name of referee: Jane Richardson Address: Gedling Borough Council Telephone: Email: jane.richardson@gedling.gov.uk Name of person to contact (if different to referee name): A brief description of the services provided: HAGS-SMP Ltd designed a new play area for Breckhill Park including a range of units for children from 2-12 to enjoy and also managed the installation project.	
	EQUALITIES of OPPORTUNITY	
4.1.5	Is it your policy as an employer to comply with your statutory obligations to staff and applicants for employment under the following equality and non- discrimination laws? (Please completed the questionnaire)	
	The Race Relations Act 1976	Yes
	The Race Relations Code of Practice	Yes
	The Race Relations Act (Amendment) Regulations 2003	Yes
	Employment Equality (Religion and Belief) Regulations 2003	Yes
	Disability Discrimination Act 1995	Yes
	Equal Pay Act 1970 (Amendment) Regulations 2003	Yes



Amendment) Regulations 2003	Yes
Orientation) Regulations 2003	Yes
lations 2006	Yes
a formal equal opportunities/race	Yes
ern Slavery Statement?	Yes

opportunities policy please enclose..

Appendix 5 – Equal Opportunities Policy

4.1.6	In the last three years, has any finding of unlawful discrimination been made against your organisation by a court or industrial tribunal?	No
4.1.7	If Yes, to 2.5.3, please provide details and what steps were taken as a consequence of that finding?	N/A

4.2) Schedule of Works

Schedule of Works - General Notes and guidance:
<p>Due to the open brief of the project, a schedule of works template is not provided.</p> <p>Suppliers should provide full details of their design along with detailed drawings, and present all items of play equipment used in the design. A description of the work process, including an estimate of the total time for the project, with details of how the project will be supervised and managed should be provided and any equipment or vehicles to be used should be set out. Suppliers should include all information requested in Sections 2.</p> <p>Please use extra sheets if necessary.</p> <p>Included under Project Timetable section above.</p>

Contractor Manager Name Mark Grace

Signature

Reviewed (Assistant to the Parish Clerk) Name: Sophie Marriage

Signature

Section 5: Declaration

I / We understand that:

- This Quotation shall be returned in hard copies via post in a clearly marked envelope to the address provided so to reach the Parish Office not later than **16.00hrs on Monday 26th January 2022**. Note: you can return sooner if you wish.
- We accept the information and conditions set out in Section 3 of this document.
- There may be a further selection stage of this Quotation involving an interview or meeting.
- Melbourn Parish Council will not necessarily accept the lowest or any Quotation, and no allowance or payment will be made for making any Quotation. All costs arising during the preparation of the Quotation are to be borne by the Tenderer.
- We have examined and agree to the Quotation, have submitted bid(s), and agree to the contract terms.
- We understand the tender evaluation process and understand that feedback from the public consultation will play a part in this process.
- We have enclosed all documents that have been requested as part of the tender.
- We have provided a full breakdown of the project cost.
- We have completed the Quality Competencies Questionnaire and provide a detailed schedule of works.
- We understand that is our responsibility to seek clarification on details outlined in the tender document, and to ensure that the contract documents have been completed correctly.
- This is not an order.

Contract Manager for Contractor

Signature

Name/Position: Mark Grace, Managing Director

Telephone: 0845 260 1655

Email: sales@hags.co.uk

Freedom of Information

Non-disclosure of commercially sensitive documents under Freedom of Information Act

HAGS-SMP Ltd. consider our proposal return documentation to be commercially sensitive information under the Freedom of Information Act 2000. We request it is not disclosed on the grounds that its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person holding it without upholding any public interest.

Commercially sensitive extends to, but is not limited to: pricing, company structure and resources, method statements for the delivery of the works and services and descriptions of our products or bespoke environment designs. Release of this information would give commercial competitors an unfair advantage against HAGS-SMP Ltd. on any future proposal submissions.

However, our 3D visual design drawings may be reviewed and released under a FOI Act request as this is generally available within the public domain or may have been displayed at a public event.

Notes

This page has been left blank for you to make any notes regarding this submission.

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Tender Submission

For
Melbourn Parish Council
The Moor Play Park

Quotation ref: Q-28467-M2B4 rev 0

January 2022