

KIDDERMINSTER TOWN COUNCIL
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Kidderminster
DY11 7WF



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The meeting of the **OPERATIONAL SERVICES COMMITTEE** will be held in **Unit 2**, Forest Industrial Park, Crosbie Grove, Kidderminster, DY11 7FX on **TUESDAY 3RD JUNE 2025** at **6:00PM** when Members are summoned to attend.

Yours Sincerely,
Adam Stockhall
Public Realm and Operations Manager

Membership: Councillors: J.Beckingham, V.Caulfield, G.Connolly, N.Gale, S.Miah, L.Carroll, H.Dyke

OPERATIONAL SERVICES COMMITTEE AGENDA – TUESDAY 3RD JUNE 2025

1. Apologies.

To Receive any apologies.

2. Declarations of interest.

To receive declarations under consideration on this agenda in accordance with the Localism Act 2011 s32 and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

Members are reminded that should you declare a pecuniary interest at a meeting, it is your responsibility to inform the Monitoring officer.

3. Public Question Time.

In accordance with Standing Order 3(c), to allow members of the public to make representations, ask questions, and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.

4. Minutes. (Appendix 1)

To approve the minutes of the meeting of Services Committee held on Thursday 27th February 2025

5. Kidderminster Markets. (Appendix 2)

To receive a positional update on Kidderminster Markets and consider recommendations to approve. **Report to follow.**

6. St Georges Paddling Pool. (Appendix 3)

To receive a positional update on St Georges Paddling Pool and consider recommendations to approve.

KIDDERMINSTER TOWN COUNCIL SERVICES COMMITTEE

**Minutes of the meeting held on Thursday 27th February 2025
Held in the Kidderminster Room at 6pm**

Present:

Councillors:

L. Carroll (Chair)

J.Beckingham

N.Gale

Substitute H. Dyke for V.Caulfield

Absent:

Cllr S.Miah

Cllr V.Caulfield

In Attendance:

Mr A Stockhall – Public Realm and Operations Manager (PROM)

Mr R Beeston – Public Realm and Operations Officer (PROO)

Observer:

S.Hollands

- **APOLOGIES FOR ABSENCE:**

Apologises were received from Cllr S.Miah and Cllr V.Caulfield

- **DECLARATIONS OF INTEREST.**

Cllr L. Carroll declared being a member of Save St Georges Paddling Pool.

- **PUBLIC QUESTION TIME.**

Nil.

- **MINUTES (Appendix 1).**

To approve the minutes of the meeting of Services Committee held on Tuesday 10th December 2024.

- **RESOLVED:** That the minutes of the previous Services Committee meeting held on Tuesday 10th December 2024 be approved as a true record and that they be signed by the Chair.

- **PUBLIC REALM AND OPERATIONS UPDATE (Appendix 2).**

To receive a positional update on current position within the Public Realm and Open Space setting.

- **RESOLVED:** Members noted positional update and praised officers for their work to date, and the regular updates provided.

- **ST GEORGES PADDLING POOL – (Appendix 3).**

To receive a positional update and consider recommendation to approve.

- **RESOLVED:**

To formally authorise officers to undertake the full procurement process for obtaining quotes related to the paddling pool and plant room. The authorisation ensures the specification of works and procurement opportunity are equal and fair for all potential contractors/suppliers. By following this process, due diligence will be met in seeking competitive quotes.

Members noted to hold a special services committee meeting once quotes have been received, and recommendations to be presented to Full Council.

Paddling Pool working group to continue seeking funding opportunities.

Members reiterated there disappointment in the poor turn out for the paddling Pool working Group meeting.

- **PLAY INSPECTION ANNUAL REPORT (Appendix 4)**

To receive a positional update and consider recommendations to approve.

- **RESOLVED:** Members agreed recommendations.

- **FIREWORKS & CHINESE LANTERNS POLICY- PARKS (Appendix 5)**

To receive a report and consider a recommendation to approve and adopt the Fireworks and Chinese Lantern Policy.

- **RESOLVED:** Members adopted Fireworks & Chinese Lantern Policy.

- **FISHING POLICY (Appendix 6)**

To receive a report and consider a recommendation on the adoption of a Fishing Policy for Broadwaters Mill Park.

- **RESOLVED:** Members agreed to produce a Fishing Policy for consideration.

- **KIDDERMINSTER HIGH STREET MARKETS – (Appendix 7)**

To receive a report and consider recommendations to approve a five-year extension to retain the Market Licence from WFDC and appoint LSD Promotions as the appointed contractor for the management and operation of the market.

- **RESOLVED:** Members received report and agreed a five-year extension.

- **RESOLVED:** Members agreed to retain the Market Licence from WFDC.

- **RESOLVED:** Members agreed to appoint LSD Promotions as the appointed contractor for the management and operation of the Market.

- **PUBLIC TOILETS. (Appendix 8)**

To receive a report and consider recommendation.

- **RESOLVED:** Members agreed to seek out further quotations and look at ending the SLA with WFDC, Market Street toilets.
- **RESOLVED:** Members agreed to seek further explore making the toilet block pay-per-use, Market Street toilets.
- **RESOLVED:** Commission officers to further explore repurposing the toilet block through external funding.

- **SECTION 106 IMPROVEMENT WORKS – BROADWATERS PARK (Appendix 9)**

To receive a report and consider recommendation.

- **RESOLVED:** Members received report and agreed recommendations.

- **PUBLIC REALM AND OPERATIONS IDENTITIY CREATIVE (Appendix 10)**

To receive a report and consider recommendations to progress and explore branding identity for the Public Realm and Operational Services.

- **RESOLVED:** Members received report and agreed recommendations.
- **RESOLVED:** Members agreed to colour

- **VIREMENT OF FUNDS (Appendix 11)**

To receive report and to agree virement of funds with K004 Expenditure.

- **RESOLVED:** Members received reports and agreed the following virement of funds.
- To agree virement of funds of £1,000 from K004 21038 (Water Feature) to K004 41100 (Direct Materials)
- To agree virement of funds of £1,000 from K004 21038 (Water Feature) to K004 41010 (Equipment Purchase and Repair)
- To agree virement of funds of £170 from K004 21032 (War Memorials) to K004 41010 (Equipment Purchase and Repair).
- To agree the transfer of £570 from K004 21040 (Town Council Markets) to K004 21039 (Play Equipment) .
- To agree the transfer of £2,900 from K004 31010 (Mayor Vehicle Costs) to K004 41010 (Equipment Purchase and Repair) .
- To agree the transfer of £1,000 from K004 31020 (Vehicle Costs) to K004 41010 (Equipment Purchase and Repair) .
- To agree the transfer of £900 from K004 42040 (Maintenance of Street Furniture) to K004 41100 (Direct Materials) .

- **WATERFALL (Appendix 12)**

To receive a report and consider recommendations.

- **RESOLVED:** Members received report and agreed the following,
- Officers to propose alternative ideas, which can be displayed and operated without the need for the water element of the feature.
- Members agreed not to support Option 1 and 2 of the recommendations.

- **OPERATIONAL SERVICES WORK COMMITTEE. (Appendix 13)**

To receive and consider upcoming Operational Services Work Programme.

- **RESOLVED:** Members noted Operational Services work programme.

- **EXCLUSION OF PRESS AND PUBLIC**

- **CONFIDENTIAL CHRISTMAS LIGHTS – TENDERING EXERCISE (Appendix 14)**

To receive a report and consider recommendations.

- **RESOLVED:** Members received report and agreed Gala Lights as the preferred contractor.

Kidderminster Town Council

Operational Services Committee – Tuesday 3rd June 2025

Agenda Item: St George's Paddling Pool – Update

Report by: Adam Stockhall – Public Realm and Operations Manager

1. Aim

To provide Operational Services Committee with an update on the position and progress regarding St George's Paddling Pool.

2. Background and Timeline of Key Events

- September 2022 – Closure followed by concerns. The Services Committee resolved to appoint external inspection.
- November 2022 – UK Diveworks report received. Closure recommended due to high repair costs.
- December 2022 – Council resolved to mothball the pool for one year.
- November 2023 – £10,000 allocated for fundraising consultant. Decision deferred until post-election May 2024.
- April 2024 – Quote received from UK Diveworks - £130,000
- May 2024 – Council committed to reinstating pool. Working Group proposed.
- June 2024 – Working Group established. Members from Council and community appointed.
- July 2024 – Working Group reviewed Severn Trent funding application.
- 12 September 2024 – Severn Trent funding application declined.
- October 2024 – Working Group discussed funding options. Co-Op and National Lottery explored.
- November 2024 – Co-Op funding ruled out due to commercial income requirement.
- December 2024 – Public Consultation Results – **(Appendix 4)**
- 10 December 2024 – Pool confirmed closed for 2025. £2,000 allocated for deep clean.
- January 2025 – Pool deep cleaned. Working Group continued meetings.
- February 2025 – Friends of St George's open to lease discussion. Volunteer support offered.
- March 2025 – Friends of St George's declined grant responsibility. Liaison contact needed.
- April 2025 – Appointed liaison. Fundraising activities and new grants being explored.

Paddling Pool Working Group – Officer Comments

A Paddling Pool Working Group was established following Full Council in June 2024. Despite this formal commissioning, the group held only a handful of meetings, with poor attendance from both nominated representative groups. On each occasion, the group was unable to elect a Chair, which hindered progress and decision-making. As a result, the Public Realm and Operations Manager assumed the role of chairing meetings, despite originally being appointed to provide operational support only when required. The last recorded meeting of the group took place in February 2025.

Save St Georges Park Paddling Pool- Facebook

The group was formed following its closure in 2022 and currently has 416 active members. They have been raising funds through various events (total amount unknown) and continue to explore alternatives via their Facebook page.

3. Tendering Exercise

A formal tender was published via ProContract (Due North) for upgrade and refurbishment.

Deadline: 17 April 2025.

Outcome: No formal quotes submitted.

4. Financial Overview

Latest Refurbishment Quote:

| Company | Price |
|---------------------------|-----------------|
| The Splash Company (2025) | £313 - £340,000 |

Estimated Annual Running Costs:

| | Estimated Annual Costs (Three Year Period) | | |
|--|--|------------------------|------------------------|
| Contractor Fees (based on a 5% Annual Increase) | £43,000 | £45,150 | £47,407 |
| Electricity | £1000-£1,500 | £1000 - £1,500 | £1000-£1,500 |
| Water | £1000-£1,500 | £1000-£1,500 | £1000-£1,500 |
| Repairs and Maintenance | £5,000 | £6,000 | £7,000 |
| Total | £50,000-£51,000 | £53,150-£54,150 | £56,407-£57,407 |

5. Precept/Loan Information

- £130,000 Refurbishment = 11% increase to Precept – Approx Increase £7.60 per band D household
- £340,000 Refurbishment = 28% increase to Precept – Approx Increase £19.30 per band D Household.
- £43,000 annual running costs (water management) = Increase of approx. 3.5% to the Precept
- £5,000 repairs and maintenance = Increase of approx. 0.5% to the Precept.
- Alternatively, a loan; for guidance, £300,000 borrowed would add 3% approx. to the Precept, over 10 years (the estimated life of the asset.)
With a loan, the estimated costs per annum in the region of £37K per annum.
- **Pool opens 15 weeks of the year (May – Sep), weekly costs of £6,000, almost £1,000 per day of operation. Value for money?**

6. Notes to Committee – Officer Operational Concerns:

- **Health and Safety Compliance:**
Funds must be available for training to ensure health and safety regulations, particularly around water quality, and maintenance. Paddling pools are classified as recreational water facilities and must adhere to strict public health standards.
- **Water Quality Management:**
There is a need for specific technical training on water testing, chemical dosing, and filtration systems. Inadequate understanding could lead to poor water hygiene, posing a risk to public health (e.g., bacterial infections, skin irritations).
- **Risk Assessments and Incident Management:**
Operators must be trained in conducting thorough risk assessments and responding appropriately to incidents (e.g., slips, falls, contamination). Without this, staff may be unprepared in an emergency or fail to mitigate foreseeable risks.
- **Supervision and Safeguarding:**
Ensuring safeguarding measures are in place. Appropriate signage and resources are in place to manage potential issues.
- **Maintenance and Operational Knowledge:**
Appropriate funds are made available for routine cleaning, inspections, and maintenance of the pool structure.
- **Resource and Support Needs:**
There is currently a gap in the current operational staffing structure to safely manage this facility. Officers recommend establishing a dedicated support officer.
- **Insurance and Liability Exposure:**
Without adequate training and documentation of procedures, the council may face increased liability in the event of an incident. Training programs and signed-off competencies are essential to demonstrate due diligence.

7. Officer Comments & Considerations

- **Timeline Pressure:** A decision is required imminently to allow necessary preparations and refurbishment to be completed before Summer 2026.
- **Financial Commitments:** The council must consider both immediate and long-term financial commitments for refurbishment and operational costs, including an increase in precept.
- **Devolution of Assets:** Officers raise concern over the implications of potential park and facility transfers to other bodies, including the future management of the Splash Pad.
- Please note the ongoing operational issues at both Brinton and Stourport sites for 2025, along with multiple closures throughout 2024.

8. Additional Options and Comments

It was suggested to contact Stourport Town Council for potential joint contractor appointments.

Officer Response: Collaboration may be beneficial but not currently feasible. All work must go through a tender process and through a schedule of works. -Suggestions could be considered later.

9. Alternative Proposals

Return area to grass and incorporate into the landscape of the park, estimated cost £10,000

Install new play, attached plan (**Appendix 5**).

Capital Costs £81,000

Annual Repair and Maintenance, increase the current repairs and maintenance budget by approx. £1,500-£2,000.

Typical Lifespan of play equipment:

- **Timber equipment:** 10–15 years (shorter if not well maintained)
- **Metal/plastic equipment:** 15–20 years
- **Safety surfacing (e.g. wet pour):** 7–10 years

Estimated Annual Sinking Fund, approx. £8,000 based on the different types of materials, to note there are various guarantees for equipment, which is listed in Appendix one.

10. Recommendation

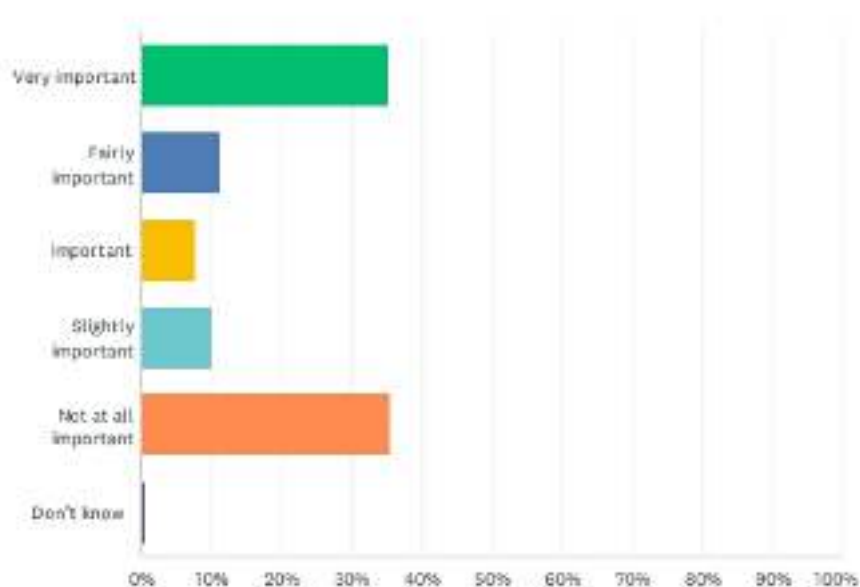
Given the scale of operational risk, resource and financial demands, it is felt that re-opening the paddling pool is not the best use of the Council's limited resources and does not represent value for money for the overall parish of Kidderminster.

Furthermore, any decisions around devolution or the management of associated assets (e.g., Splash Pad) must factor in these operational challenges and responsibilities.

Better value would be providing appropriate play facilities at this location, with lower capital costs, much lower maintenance costs and all year-round access. Also, having regard to facilities available at Brintons, which could come under this council's ownership/ control?

Q11 We own and maintain St George's Park. The paddling pool there has been out of action since August 2022 due to health and safety concerns. To get it running again it is estimated to cost £156,000. We have a working group looking at ways we can fund the repairs. How important is it to you to reopen the paddling pool?

Answered: 480 Skipped: 102



| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|-----|
| Very important | 35.21% | 169 |
| Fairly important | 11.04% | 53 |
| Important | 7.71% | 37 |
| Slightly important | 10.00% | 48 |
| Not at all important | 35.42% | 170 |
| Don't know | 0.63% | 3 |
| TOTAL | | 480 |



• SINCE 1918 •



**Quotation for
Kidderminster Town Council
St Georges Park**



Why Wicksteed?

- ✓ As a family owned business trading for over 100 years all customers can expect to receive a special level of care.
- ✓ Excellent customer feedback record
- ✓ Extensive guarantees
- ✓ UK manufacturing base
- ✓ Readily available spares manufactured by us in Northamptonshire
- ✓ 99% focused on the UK market
- ✓ Financially strong and reliable*
- ✓ Flexible payment terms

Customers are welcome to arrange a visit to our Northamptonshire factory as part of your decision making process

*Check our Experian Score

“Trusted by communities to improve outdoor spaces for the health and wellbeing of all”

Rob Beeston
Kidderminster Town Council
Wyre Forest House Finepoint Way
Kidderminster
Worcestershire
DY11 7WF




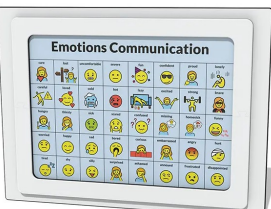

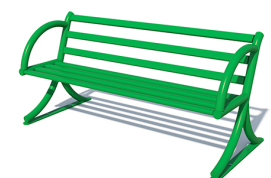
Quotation from:
Anna Denton
07813 942 393
adenton@wicksteed.co.uk

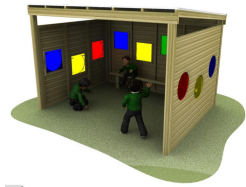
Date: 14/03/2025
Valid to: 14/04/2025

Supply and install of play equipment at St Georges Park. 2/95003

| Code | Description | Unit | Qty | Total |
|--|--|-----------|-------|----------------|
| To supply and install the following at St Georges Park:- | | | | |
| Surfacing Works | | | | 1.0 £62,657.65 |
| SUPP023 | Back Fill with Stone | | 866.0 | £25,720.20 |
| BLKEFWP600 | Black Eco-Fleck Wet Pour 0.600m FFH - SQM | £79.00 | 433.0 | |
| SUPP026 | Installation of drainage holes into an existing base | £1.65 | 433.0 | |
| KERB | Drill holes in 400mm grid; fill with pea shingle Supply & Install Concrete Pin Kerb Edging - Lin Mtr 150 x 50mm PCC edgings with haunching | £24.00 | 84.0 | |
| Please note : the above works are subject to the depth of the pool to be measured:- | | | | |
| Unity Spinner : Supply & Install Equipment Only | | | | 1.0 £7,063.25 |
| 6020-099 | Unity Spinner | £5,497.00 | 1.0 | |
| DRAINPIPE | Drainage Pipe (Lin Mtr) | £24.75 | 3.0 | |
| 6020-099-INST | Should a soakaway be required, additional costs will apply Installation of Unity Spinner | £1,492.00 | 1.0 | |
| Minibeast Totem (XD) : Supply & Install Equipment Only | | | | 1.0 £1,388.73 |
| FITMMIN | Minibeast Totem (XD) | £1,216.73 | 1.0 | |
| FITMMIN-INST | Installation of Minibeast Totem | £172.00 | 1.0 | |
| Sensory Totem (XD) : Supply & Install Equipment Only | | | | 1.0 £1,229.00 |
| FITMSEN | Sensory Totem (XD) | £1,057.00 | 1.0 | |
| FITMSEN-INST | Installation of Sensory Totem | £172.00 | 1.0 | |



| | Code | Description | Unit | Qty | Total |
|--|---------------|---|---------|-----|-----------|
|  | | Sensory Panel 800x595mm (XD) : Supply & Install Equipment Only | | 1.0 | £836.26 |
| | FISENP6 | Sensory Panel 800x595mm (XD) | | 1.0 | £500.00 |
| | FIRPRD1750 | Recycled Round Plastic Post for 1200 x 800mm Panel | £82.13 | 2.0 | |
| | FISENP6-INST | Installation of Sensory Panel 800x595mm | £172.00 | 1.0 | |
| | | | | | |
|  | | Large Communication Panel 1200x800mm : Supply & Install Equipment Only | | 1.0 | £1,015.26 |
| | FIPLC03 | Large Communication Panel 1200x800mm | £679.00 | 1.0 | |
| | FIRPRD1750 | Recycled Round Plastic Post for 1200 x 800mm Panel | £82.13 | 2.0 | |
| | FIPLC03-INST | Installation of Large Communication Panel 1200x800mm | £172.00 | 1.0 | |
| | | | | | |
|  | | What's the Weather Like? 1200 x 800mm Panel : Supply & Install Equipment Only | | 1.0 | £557.90 |
| | FIWEATH6 | What's the Weather Like? 1200 x 800mm Panel | £221.64 | 1.0 | |
| | FIRPRD1750 | Recycled Round Plastic Post for 1200 x 800mm Panel | £82.13 | 2.0 | |
| | FIWEATH6-INST | Installation of Large Communication Panel 1200x800mm | £172.00 | 1.0 | |
| | | | | | |
|  | | Emotions 800 x 595mm Panel : Supply & Install Equipment Only | | 1.0 | £776.28 |
| | FIEMCO6 | Emotions 800 x 595mm Panel | £440.02 | 1.0 | |
| | FIRPRD1750 | Recycled Round Plastic Post for 1200 x 800mm Panel | £82.13 | 2.0 | |
| | FIEMCO6-INST | Installation of Large Communication Panel 1200x800mm | £172.00 | 1.0 | |
| | | | | | |
|  | | Gameboard Table – Chess : Supply & Install Equipment Only | | 1.0 | £2,120.32 |
| | GBCHES | Gameboard Table – Chess | £798.16 | 2.0 | |
| | GBCHES-INST | Installation of Gameboard Table – Chess | £262.00 | 2.0 | |
| | | | | | |
|  | | Keyston Seat : Supply & Install Equipment Only | | 4.0 | £3,176.00 |
| | 6120-178 | Keyston Seat | £618.00 | 1.0 | |
| | 6120-178-INST | Installation of Keyston Seat | £176.00 | 1.0 | |



| Code | Description | Unit | Qty | Total |
|---|---------------------------------|-----------|-----|---------------|
| Rainbow Shelter : Supply & Install Equipment Only | | | | 1.0 £6,711.44 |
| RSTTS | Rainbow Shelter | £4,461.44 | 1.0 | |
| Installation | Installation of Rainbow Shelter | £2,250.00 | 1.0 | |
| SubTotal | | | | £87,532.09 |
| 9.89% Discount | | | | -£8,655.42 |
| Carriage | | | | £724.73 |
| Site Preliminaries | | | | 1.0 £1,398.60 |
| HERAS-002 | Heras Fencing Hire | | 1.0 | |
| WELFARE-PORT | Welfare Facilities | | 1.0 | |
| STORE-002 | Secure Storage on/off site | | 1.0 | |
| Total excluding VAT | | | | £81,000.00 |

Notes: **E&oe.** Images are indicative. Colours shown are subject to change.

Should you require additional support please don't hesitate to contact us.

1. Validity Period

These prices are valid for a period of 30 days from the date of quotation. E&oe.

2. Site Details

For quotations that include installation our quotation is based on: a flat, level, soft earth site that is free of stones and debris; if safety grass mats are included, the sites needs to be that of well-maintained grass; there is unrestricted access to site for HGV's; that underground conditions which cannot easily be identified during the site survey do not impede the construction works detailed. Should unexpected conditions be encountered further works may be required at an additional cost. If temporary roads/tracks are necessary, additional costs may apply.

3. Bark Fixed Equipment

If your equipment is to be installed into bark or other loosefill surface, extended legs will be required, and this comes at an additional cost. Please advise Wicksteed at time of quoting. Unless otherwise stated, no additional bark has been allowed for to top up existing loosefill.

4. Drainage

Our quotation, unless otherwise stated, is based on the site being a free draining site. If drainage has been included this will be a French drain soakaway system that has been used successfully for decades on many play areas. Wicksteed are not drainage experts and can take no responsibility for the success of any drainage installed, however, should your knowledge of the area indicate that drainage is required and that the French drain may not be suitable then please advise us as we may need to refer you to a drainage expert.

5. Grass Re-Instatement

Our standard grass reinstatement is carried out by adding topsoil and reseeding. Should turf be included, it is the responsibility of the client to water.

6. Security Fencing

Where heras fencing has not been included within the quotation, when left unsupervised, the site will be cordoned off with Euromesh - i.e. 1m high, durable orange plastic barrier fencing, supported with wooden stakes.

7. Safety Surfacing and Paths

For quotations that include safety surfacing and/or paths please refer to the appropriate product data sheets for important information relating to these items.

8. Lead Times

Our current manufacturing lead times are approximately 10 weeks however if you do need your equipment in a specific timeframe, please contact Wicksteed and we will endeavour to meet those wherever possible.

9. Guarantee

For full details please refer to the Wicksteed Guarantee certificate. The guarantees only apply to products manufactured by Wicksteed Leisure Ltd. Where items have been out-sourced, the manufacturers guarantees and terms and conditions will apply.

10. Preliminaries

If the quotation does not allow for a Post Installation Inspection, this can be arranged at an additional cost.

Guarantees

At Wicksteed we're proud of our reputation for quality and use only the highest quality materials in our equipment. Founded in 1876 we remain Great Britain's leading playground manufacturer, reinforcing our ability to fulfil our promises and obligations arising from our guarantees.

Below are the key terms and limitations of each of the guarantees provided by Wicksteed in respect of our equipment and products. If you need any further information or have any questions please contact us at

sales@wicksteed.co.uk.



LIFETIME GUARANTEE

- Structural failure of steel components
- HDPE panels



FIFTEEN YEAR GUARANTEE

- Structural failure of stainless steel slides
- Machine rounded structural timber components with steel shoes



TEN YEAR GUARANTEE

- Corrosion of paintwork on zinc or galvanised parts
- Machine rounded timber installed directly into the ground
- Laminated pine supports



SEVEN YEAR GUARANTEE

- Corrosion of painted components of Multi Use Game Areas (MUGAS) and Goals ends
- Corrosion of painted fencing



FIVE YEAR GUARANTEE

- Structural failure of springs on Spring Mobiles
- Structural failure of bearings
- Machine rounded timber installed directly into loose fill surfacing
- Laminated pine supports installed directly into loose fill surfacing
- Plastic Tube Slides
- All other timber used in playground equipment including decks, steps, battens and slats
- Artificial grass
- Wet Pour surfacing
- Rubber safety grass mats
- Needle punch carpet
- Ropes



TWO YEAR GUARANTEE

- Structural failure of consumable parts and components
- Timber used for landscaping purposes
- Eco-Tumble surfacing



ONE YEAR GUARANTEE

- Installation works against faulty materials and workmanship
- Tarmac surfacing

Signed: *Katherine Perkins*
Managing Director

Dated: February 2025

Terms & Conditions

The steel components covered by our Lifetime structural failure guarantees are:

- Uprights
- Decks
- Poles
- Bridges
- Castings

Our Lifetime Densetec guarantee covers all HDPE panels that form part of Wicksteed-manufactured and supplied products.

Lifetime Guarantee is until such time that the unit is removed from service.

The structural failure guarantee on our 6060-114 Spin-a-bounce is **15 years**.

The steel components covered by our **10-year corrosion protection guarantee** are Wicksteed manufactured steel products that are protected with the application of an externally coated zinc metal thermal spray pre-treatment applied in accordance with BS5493, prior to polyester powder coat painting. All paintwork repairs must be carried out promptly as per Wicksteed's maintenance instructions, using only approved materials, in order to maintain the original level of anti-corrosion protection.

Springs and consumable parts are not covered by our 10-year corrosion protection guarantee.

The steel components covered by our **7-year corrosion protection guarantee** are Wicksteed manufactured products which are hot dip galvanised prior to polyester powder coat painting.

Our **5-year artificial grass** guarantee covers:

- Colour fastness and UV stability
- Deterioration of yarn due to water
- Dimensional stability of the carpet
- Yarn tuft lock

Our **5-year structural failure guarantee** for springs on Spring Mobiles and Bearings covers failure due to defective materials.

Our **5-year Wet Pour guarantee** applies to the wet pour material itself. Where wet pour is laid onto an existing surface such as tarmac, the guarantee excludes the chase cut; the chase cut is guaranteed for 1 year. This guarantee also excludes wear pads that form part of an Eco-Tumble surface which are guaranteed for 2 years. Repairs to existing wet pour are excluded from these guarantees

Our **2-year structural failure guarantee** for consumable parts and components covers:

- Swing chains
- Fixings

The **2-year Eco-Tumble guarantee** does not cover colourfastness as transfer of colour can occur. Where Eco-Tumble is laid onto ground/existing bases the guarantee only covers the Eco-Tumble itself and not the integrity of the ground/bases. Repairs to existing Eco-tumble are excluded from these guarantees.

Our **15-year, 10-year, 5-year, and 2-year timber guarantees** are against rot and insect infestation which impairs the structural integrity of the product. Untreated timber and cosmetic damage (such as cracks under 8mm), are not covered. Wicksteed uses water based staining products on our timbers which can be subject to some seepage in wet weather during the early stages after installation. This can easily be washed away and is not covered by this guarantee.

Additional terms of cover:

All of our guarantees are subject to the following limitations:

1. The guarantees apply from the date of installation and are subject to provision of proof of the purchase date.
2. The guarantees cover only defects in materials and Wicksteed's liability under the guarantees is limited to repair or replacement of defective products or equipment, at Wicksteed's discretion.
3. The guarantees only apply if the products and equipment have been installed in accordance with Wicksteed's instructions, if all replacement parts are Wicksteed approved and provided that the equipment has been inspected and maintained in accordance, where applicable, with BSEN1176 and Wicksteed's 'Guide to the Inspection and Maintenance of Play Areas/Inspection Check Lists' which can all be downloaded from <https://www.wicksteed.co.uk/services/playground-inspection>. Supporting documentation of inspection and maintenance of the item may be required.
4. Normal wear and tear, damage caused by abnormal or improper use, acts of vandalism, accidental damage, fire or flood, ground heave or sub-base movements of any nature, failure to properly maintain or inspect, negligence or subsidence are excluded from our guarantees. Our guarantees do not cover discolouration (other than as specifically provided for in our terms) or cosmetic changes, including changes in the colour of wood. Products and equipment which are subjected to the effects of salt spray are excluded from all guarantees.
5. The guarantees are in addition to and do not affect your legal rights and are subject to Wicksteed's general terms and Wicksteed's instructions for installation.
6. The defect must be reported to a member of the Customer Service Team at Wicksteed as soon as it is discovered.
7. The guarantees only apply to products manufactured by Wicksteed Leisure Ltd. In cases where items have been sourced from alternative manufacturers our guarantees will not apply and you will have to rely on the guarantee provided by the manufacturer of the product.

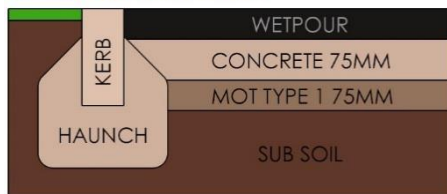
WETPOUR



Playground Wet Pour is suitable for all installations where safety surfacing is a requirement. Up to the appropriate Free Fall Height, it can be used around complex configurations of playground equipment and ground contours. It is slip resistant and non-abrasive to young limbs.

NOTE: This is an engineered base which creates a uniform level.

UP TO 20MM THICK



40MM THICK AND OVER

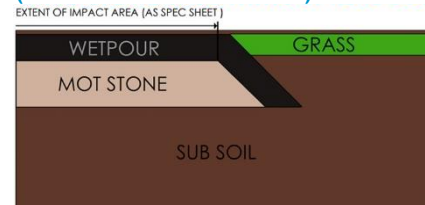


ONTO EXISTING SURFACE



- 100MM X 50MM DEEP CHASE CUT NEEDED
- 30MM DIA. DRAINAGE HOLES BACKFILLED WITH PEA SHINGLE

ONTO STONE BASE WITH FEATHER EDGE (WITHOUT KERB EDGES)



ECOTUMBLE



Ecotumble is manufactured from shredded recycled tyres which are then colour coated and combined on site with a binding agent. It provides a more natural look in comparison to other rubber synthetic surfaces. It is laid onto the existing grass/soil surfaces without an engineered base. It is a colour coated system and as such the colour will wear off over time which may result in carbon blacking occurring.

NOTE: There is a minimum of 40mm depth to ensure adhesion. Please advise if the site is liable to flooding or is exposed to a high-water table as this will allow us to re-evaluate our proposal.

40MM THICKNESS



50MM THICKNESS



60MM THICKNESS



70MM THICKNESS



95MM THICKNESS



135MM THICKNESS



SAFETY GRASS



Playground Safety Grass is a honeycomb matting that's installed onto grass to provide grass retention and improve impact-absorbing protection. It's easy to install, competitively priced and unobtrusive. Once installed it virtually disappears as the turf grows through its cells, whilst continuing to provide impact-absorbing protection. Both wheelchair and pushchair friendly Playground Safety Grass can also be used for high-wearing walkways across grass to protect against erosion.

NOTE: When laid it will follow the natural contours of the ground and any fluctuations of the base layer. If the area is known to be either wet or boggy, you should ensure the grass has established prior to it being used. As the grass base layer plays an important part in the absorption of any impact, it is important that the turf and topsoil are maintained (kept in good condition) to ensure the surface performs as intended.



23MM THICKNESS





Terms & Conditions of Sale

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Business Day" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Commencement Date" has the meaning given in clause 2.2.

"Company" Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

"Company Materials" has the meaning given in clause 9.1.7.

"Conditions" these terms and conditions as amended from time to time.

"Contract" the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Consents" has the meaning given in clause 9.1.6.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

"Customer" the person or firm who purchases the Goods and/or Services from the Company.

"Customer Default" has the meaning given in clause 9.2.

"Customer Premises" has the meaning given in clause 9.1.3.

"Delivery Location" has the meaning given in clause 4.1.

"Force Majeure Event" has the meaning given to it in clause 16.

"Goods" the goods (or any part of them) set out in the Order.

"Goods Specification" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

"Guarantees" has the meaning given in clause 5.1.

"Guarantee Period" has the meaning given in clause 5.1.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"Post-Installation Service" an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

"Practical Completion" shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

"Inspection Service" an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

"Services" any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

"Service Specification" the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.



2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
 - 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
 - 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
 - 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
 - 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
 - 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
 - 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
 - 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from sales@wicksteed.co.uk or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);



- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.



12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Limitation of liability

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
- 13.4.1 loss of profits;
- 13.4.2 loss of sales or business;
- 13.4.3 loss of agreements or contracts;
- 13.4.4 loss of anticipated savings;
- 13.4.5 loss of use or corruption of software, data or information;
- 13.4.6 loss of or damage to goodwill; and
- 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
- 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.