



Sunken Trampolines Inspection and Maintenance Schedule

Schools service £510 per annum

For schools and institutions where health and safety are a priority issue we are offering the following tailored service.

A termly visit scheduled for the three school holidays to include the full service of the Gold maintenance contract

Call out charge outside of scheduled maintenance inspections charged at £125.00 plus fuel cost calculated at 50p per mile outside the M25

Gold service £380 per annum

Bi annual health check on the trampoline and construction conducted by a Sunken Trampolines inspector.

Checking all parts for wear and tear and replacing parts as per the manufacturers warranties

Any parts out of warranty that need replacing to be flagged up for clients attention and can be ordered and replaced as per clients wishes.

Cleaning up of the trampoline pit to remove any unwanted items.

Presentation of inspection report showing actions necessary if any.

Call out charge outside of scheduled maintenance inspections charged at £125.00 plus fuel cost calculated at 50p per mile outside the M25

Terms and Conditions apply, please refer to the Sunken Trampolines general Terms and Conditions.

Actions

- Test springs
- check trampoline padding for wear and tear
- test padding toggles and replace where applicable
- check trampoline bed stitching and spring attachments
- removal of bed and springs and clearance of trampoline pit
- checking of trampoline frame for signs of stress / rusting
- checking stability of trampoline frame and testing levels and gap integrity
- assessing structural soundness of bricks and mortar
- checking trampoline surround for wear and tear
- weeding inside the pit if necessary
- cleaning of all padding and bed
- prepare report on soundness of trampoline for presentation to client

Silver service £295 per annum

Annual health check on the trampoline and construction conducted by a Sunken Trampolines inspector.

Checking all parts for wear and tear and replacing parts as per the manufacturers warranties

Any parts out of warranty that need replacing to be flagged up for clients attention and can be ordered and replaced as per clients wishes.

Cleaning up of the trampoline pit to remove any unwanted items.

Presentation of inspection report showing actions necessary if any.

Call out charge outside of scheduled maintenance inspections charged at £125.00 plus fuel cost calculated at 50p per mile outside the M25

Terms and Conditions apply, please refer to the Sunken Trampolines general Terms and Conditions.

Actions

- Test springs
- check trampoline padding for wear and tear
- test padding toggles and replace where applicable
- check trampoline bed stitching and spring attachments
- removal of bed and springs and clearance of trampoline pit
- checking of trampoline frame for signs of stress / rusting
- checking stability of trampoline frame and testing levels and gap integrity
- assessing structural soundness of bricks and mortar
- checking trampoline surround for wear and tear
- weeding inside the pit if necessary
- cleaning of all padding and bed
- prepare report on soundness of trampoline for presentation to client

SUNKEN TRAMPOLINES TERMS & CONDITIONS OF TRADING

1 GENERAL

- 1.1 These Conditions shall apply to all contracts for the supply of goods and services by SUNKEN TRAMPOLINES ("the Company") and shall override and take the place of any other terms or conditions produced or referred to by the Customer. No other terms or conditions shall be included or implied unless previously agreed upon in writing by the Company and in the event of any conflict or inconsistency between these Conditions and the terms of the Customer's order, these Conditions shall prevail.
- 1.2 Telephone orders must be confirmed in writing. No responsibility can be accepted by the Company for inaccuracies due to orders being given by telephone.
- 1.3 No variation of or addition to these conditions will bind the Company or form part of any relevant contract, and no order placed may be cancelled, deferred or varied without the written agreement of an authorised representative of the Company. In the event of cancellation or variation of an order by the Customer, the Company shall be entitled to be paid any costs, loss or damage incurred with regard to the order.
- 1.4 All quotations issued by the Company may be withdrawn at any time and shall in any event lapse after 30 days.

2 ACCEPTANCE

- 2.1 Each order for goods or services to be supplied by the Company shall be deemed to be an offer by the Customer to purchase the goods and/or services upon these Conditions and shall be accepted entirely at the discretion of the Company.

3 PRICE

- 3.1 The charges listed for goods or services in the Company's quotation are current at the date of order only. Maintenance service charges are the charges listed on the current Company listing.
- 3.2 All quotes for goods and services given by the Company shall be valid for 30 days from the date of issue.
- 3.3 Prices do not include the cost of insurance during transit, or any taxes or other impositions or duties, all of which shall be paid for by the Customer in addition to the price and on the same terms as the price unless otherwise agreed in writing by the Company.
- 3.4 Prices quoted are exclusive of VAT which is chargeable at the current rate and which the Customer shall additionally be liable to pay to the Company.

4 PAYMENT

- 4.1 subject to any special terms agreed in writing between the Company and the Customer, payment for all goods and services shall be made with order, and installation and delivery shall not be made until payment has been received in full by the Company.
- 4.2 Any grant of credit must be agreed in advance in writing by an authorised representative of the Company. Full payment is due on completion.
- 4.3 The Company has the right to withdraw credit at any time by giving written notice to the Customer in which case all amounts due to the Company from the Customer shall become immediately due and payable.
- 4.4 The time of payment shall be of the essence of the contract. In the event of default in payment by the due date the Company reserves the right (without prejudice to any other right or remedy available to it) to charge interest (both before and after any judgment) on all amounts overdue at the rate of 4% per annum above HSBC Plc base rate from time to time, calculated on a monthly basis (a part of a month being treated as a full month for this purpose) until payment in full is made and to suspend delivery or terminate the contract in respect of any of the goods or services remaining undelivered.
- 4.5 If the Customer defaults in any of its commitments to the Company or suffers any distress or execution upon its property or makes or offers to make any arrangement or composition with its creditors or has an interim order made against it under the Insolvency Act 1986, or if a receiver or administrator is appointed over all or part of its assets or a resolution or petition to wind-up its business or appoint an administrator is passed or presented, or if a Customer who is a natural person dies or becomes bankrupt, then the Company shall be entitled (without prejudice to the exercise of any other right or remedy available to it) to immediate payment of all sums then or thereafter due to the Company in respect of goods or services delivered to the Customer.
- 4.6 The Company may request deposit payments in advance of commencement of installations, these deposit payments are non-refundable. Any return of deposit funds is entirely at the discretion of the Company.

5 FORCE MAJEURE

- 5.1 The Company shall not be liable for any loss or damage arising from delay in production or delivery of any goods or failure to fulfill any of its other obligations to the extent that such delay or failure is caused wholly or in part by fire, strikes, lock outs, dispute with workmen, flood, accidents, delay in transport, shortage of fuel, default of supplier, inability to obtain material, embargo act, or demand of any government department or local authority as a consequence of war or hostilities (whether declared or not), or force majeure, or by Act of God, or by any other matter or thing beyond the Company's reasonable control. If any such delay or failure occurs then the period for the Company to perform its obligation shall be extended by such period as the Company may reasonably require.

6 DELIVERY

- 6.1 Any date or time given by the Company to the Customer for the delivery of the goods is an estimate only. While the Company will always endeavour to meet dates or times given or specified by either party, no such dates or times shall be binding on the Company or form part of the contract. The Company may deliver the goods in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 6.2 Each delivery shall be deemed to be a separate contract for the purposes of these conditions. Failure to comply with any delivery date shall not be deemed to be a repudiation of the balance of the contract.
- 6.3 The Company shall arrange for the carriage of the goods to the Customer unless otherwise specified in the order acknowledgement. The goods shall be at the Customer's risk as from the moment of delivery to the Customer's premises. Notification of short deliveries or loss or damage to goods in transit must be made in writing to the Company within three working days of the date when the goods have or should have been delivered. The Company shall be under no liability therefore unless such notification is made by the Customer and confirmed by the Company.
- 6.4 The Company reserves the right to charge an additional fee if the Customer delays installation of the goods by more than one month after the date of installation requested by the Customer in its order. This fee will be based on the sales contract value of the goods in storage multiplied by a percentage equal to 4% above the HSBC Plc base rate.
- 6.5 Unless the Company receives written notice from the Customer that delivery is to be made only to a specific person, any person accepting delivery at the Customer's premises shall be deemed to have the Customer's authority to accept the goods.

7 TITLE

- 7.1 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, title in the goods remains vested in the Company and shall only pass from the Company to the Customer upon full payment being made by the Customer of all sums due, on whatever account or grounds to the Company. In the event of goods being sold by the Customer in such a manner as to pass to a third party a valid title to the goods, whilst any such sums are due to the

Company, the Company's right under this Condition shall attach to such part of the proceeds of sales as is equivalent to the sums due to the Company and the Customer shall place the relevant part of the proceeds of sale in a separate account.

- 7.2 Until such time as title to the goods passes to the Customer, the Customer shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Company's property. Until that time, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the goods whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored, protected and insured.
- 7.3 Until such time as title to the goods passes to the Customer (and provided the goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods.
- 7.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness the goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other rights or remedies of the Company) become immediately due and payable.
- 7.5 The Customer shall inform any sub-purchaser that the goods are sold subject to a retention of title clause and impose a clause in similar terms to the sub-purchaser providing the same rights as in this clause. The Customer accepts the right of the Company to receive payment for the goods direct from the sub-purchaser.

8 INSTALLATION, SERVICING & MAINTENANCE

- 8.1 When installation is to be undertaken by the Company, the contract price is based upon the particulars supplied to the Company by the Customer. Any additional work or materials found to be necessary subsequently, which were not apparent from the particulars supplied, will be charged extra.
- 8.2 The Customer shall give the Company all reasonable assistance to enable the work to be completed on time.
- 8.3 The Customer shall be responsible for ensuring adequate access to the site to enable work to take place. The Customer shall ensure that the site is ready in all respects for the work, and has available all appropriate facilities and utilities. Where a specific completion date is required by the Customer, the Company may require access to the site outside normal working hours in which case the Company shall not be liable for any additional cost incurred by the Customer or any third parties.
- 8.4 The Customer will give the Company all plans and information regarding unseen hazards, underground and overhead services (including but not restricted to cable, pipes, conduits, major obstacles to excavation and tree roots), to enable the work to be completed on time.
- 8.5 When installation is being undertaken by the Company, if for any reason the installation cannot be completed as planned the Company will return the site as close as possible to the original state with additional work or materials found to be necessary charged extra to the Customer's cost. In the event that an installation cannot be completed as planned and an alternative plan for completion of the installation can be agreed between the Customer and the Company, the Company will undertake to complete the new installation plan, with any additional work or materials found to be necessary charged at extra cost.
- 8.6 The Company will require the Customer to completely restrict access to the Company's working site and the Customer will ensure that only the Company's employees, agents and subcontractors have access to the site until the installation is completed and all plant removed.

9 CLAIMS

- 9.1 Any claim by the Customer that the goods or services do not conform to contract specifications must be notified in writing to the Company within three days of delivery or installation completion with photographic evidence. The goods or services in question shall not be subject to any process or repair nor be disposed of until the Company has had the opportunity to make an inspection and/or test them. The Customer should examine the goods upon delivery or installation upon completion and if any element is considered by the Customer to not conform to the contract specifications they must notify the foreman before departure. Each installation is deemed to be accepted and agreed as correct at the time of completion and departure of crew.
- 9.2 If the goods or services or installation upon examination are not found to be defective the Company's costs of inspection and any costs of carriage to and from the Company shall be borne by the Customer. If the goods are found to be defective, the Company shall at its option replace or repair the goods or credit the Customer with their invoiced value or part thereof and reimburse the Customer's costs of carriage and this shall be the limit of the Company's responsibility.

10 WARRANTIES & LIABILITY

- 10.1 Subject as provided below in this Clause 10, the Company warrants its installation services to be of satisfactory quality and that they will be free of defects in materials and workmanship for a period of one year from the date of completion by the Company. During such period subject to payment of all amounts due from the Customer for the services having been made in full, the Company will at its discretion repair any parts which fail to perform satisfactorily during the warranty period due to defects in manufacture or materials or refund to the Customer the invoiced value (or part thereof) of the installation cost. If the goods are damaged, abused or worn from extended use during the warranty period they will be repaired as economically as possible at the Customer's expense.
- 10.2 In the event that the Company purchases goods on behalf of the Customer the Company shall endeavour to pass on to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Company but cannot warrant the goods. Any parts purchased or repairs made after the end of the warranty period will be at the Customer's cost.
- 10.3 The Company does not accept responsibility for any loss or damage as a result of :-
 - 10.3.1 the goods having been installed, commissioned or serviced by persons other than the Company or its approved agents or subcontractors; or
 - 10.3.2 replacement parts, additional parts or accessories having been attached to or used in conjunction with the goods (other than those approved in writing by the Company); or
 - 10.3.3 the goods having been adapted for use or otherwise used in a way or for a purpose which does not conform with the recommendations of the Company
- 10.4 In the event of any warranty claim, the Company may elect either to request the return of the goods to or to the order of the Company (all costs of carriage to be borne by the Customer) or to inspect the goods at the place of installation. If the goods returned to the Company are found to be defective, the Company shall reimburse to the Customer the cost of returning the goods to the Company. Goods may only be returned to the Company following prior authorization by the Company.
- 10.5 Except as expressly stated in these conditions, all conditions and warranties, express or implied, statutory or otherwise shall be excluded to the fullest extent that the law permits.
- 10.6 In no circumstances whatsoever shall the Company, its employees, agents or subcontractors be liable for any special, indirect or consequential loss or damage or loss of profit or other economic loss resulting from the Company's performance or failure to perform hereunder or the use of any goods or services sold pursuant to these Conditions. Without prejudice to

the foregoing, the Company cannot accept any liability for any expenses or losses incurred as a result of any interruptions in the use of the goods

- 10.7 No liability shall attach to the Company, its agents or employees in respect of any representation or statement made, whether before or after agreement is reached, unless confirmed in writing by the Company. No forbearance or indulgence by the Company in enforcing any terms of these Conditions shall constitute a variation of it or a waiver of the Company's rights under it.
- 10.8 Except in the case of death or personal injury caused by the Company's negligence, the maximum liability of the Company under or in connection with each contract to which these Conditions apply shall not exceed the price of the goods and services supplied under that contract.
- 10.9 In no circumstances whatsoever shall the Company, its employees, agents or subcontractors be liable for any special, indirect or consequential loss or damage or loss of profit or other economic loss resulting from damage caused by the Company's actions if the damage is related to undisclosed unseen hazards, underground and overhead services (including but not restricted to cable, pipes, conduits, major obstacles to excavation and tree roots).
- 10.10 The Company can accept no liability for any injury caused to the Customer or any third party as a result of the use of a sunken trampoline or incorrect usage of any other goods or services provided by the Company.
- 10.11 The Company can accept no liability for any injury caused to the Customer or any third party as a result of the Customer not securing the Company's site during the installation period, or any unauthorized access to the site by the Customer or a third party during the installation period.

11 COMPANY WEBSITE

- 11.1 Orders placed on the website are governed by these Terms and Conditions and the Customer's normal payment terms and our normal conditions and returns procedures will apply.
- 11.2 The Customer is responsible for the accuracy of their orders and the Company will accept no liability for incorrect orders
- 11.3 All rights in the designs and information on the Company website are owned by The Company. The Customer may only reproduce or print the material for the purpose of ordering goods from the Company. Any other use or copying of this site is prohibited without express written consent.
- 11.4 The Company reserves the right to change, suspend or withdraw any part of the website. Access may be denied at the sole discretion of the Company to any Customer who breaches its Terms and Conditions.
- 11.5 This website and its contents are provided to the Customer on an "as is" and "as available" basis. The Company does not make and expressly disclaims to the fullest extent permitted by law any and all representations or warranties of any kind with respect to this website and its contents including without limitation its completeness, accuracy, fitness or suitability for any purpose or freedom from viruses
- 11.6 The Company, its director, employees and other agents shall not be liable for damages of any kind including without limitation, direct, indirect, special or consequential damages, loss of income or profits, loss of or corruption of data, loss of or damage to property or claims of third parties, arising out of or in connection with your use of this website

12 SEVERANCE

- 12.1 If any clause or sub-clause of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other clauses or sub-clauses and the remainder of the provisions in question shall not be affected thereby

13 SPECIFICATIONS

- 13.1 The Company shall not be under any liability in respect of specifications, illustrations or other matter in relation to goods contained in any material such as brochures, price lists or trade publications, descriptive or advertising matter or delivery notes other than in respect of specifications expressly set out in the Company's acknowledgement of order.

14 MISCELLANEOUS

- 14.1 Should a change in name or Customer company number occur, then liability will remain with the Company originating that order unless and until a change in the status, name or Customer company number has been notified and approved in writing by an authorized representative of the Company.
- 14.2 The Customer shall not assign or delegate any duties hereunder
- 14.3 The Company may subcontract any or all of its obligations hereunder without the prior consent of the Customer
- 14.4 The law applicable to this contract is English law and the Customer and the Company hereby submit to the exclusive jurisdiction of the Courts of England and Wales.
- 14.5 As a data controller under the provisions of the DATA PROTECTION ACT 1998, SUNKEN TRAMPOLINES reserves the right to utilise the services of Credit Reference Agencies including making enquiries about companies' financial affairs and their principal directors.
- 14.6 Information obtained in this manner will be recorded and such records will be made available to credit reference agencies for the purpose of assessing applications for credit and the prevention of fraud.