



# KOMPAN

Is proud to  
present  
a specially  
designed  
playground for:

**Bellway  
Homes  
Kingsmere LAP**

**KOMPAN!** 

2<sup>nd</sup> December 2016

Mr Thomas Cropley  
Bellway Homes  
Northern Home Counties  
St Andrews House  
Caldecotte Lake Drive  
Milton Keynes  
Buckinghamshire  
MK7 8LE

**Project:** Kingsmere LAP  
**Ref:** SQ230552\_Version 3

Dear Thomas,

On behalf of KOMPAN, it is a pleasure to provide the enclosed proposal for this project. We have listened to your needs and based our proposal on creative solutions, using over 40 years of experience in playground design.

It is important to KOMPAN that the people experiencing our playgrounds are safe, have fun, and feel socially included. With this in mind we aim to stimulate children's development socially, physically, intellectually, cognitively, and emotionally.

All equipment manufactured by KOMPAN is to ISO 14001 requirements and is independently certified by TÜV to comply with BS EN 1176 and safety surfacing to BS EN 1177. We are proud to back this up with LIFETIME warranties on much of our equipment.

Our team look forward to helping you provide the best solutions possible for your project and we assure you of our best service at all times.

Please do not hesitate to contact me should you require anything else and I look forward to working closely with you in the future.

Yours sincerely

**FOR AND ON BEHALF OF KOMPAN LIMITED**

**JERRY JARMAN**  
Area Manager  
Direct: 07764 365667  
Email: JerJar@kompan.com





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## ABOUT KOMPAN



46 years ago, a young Danish artist named Tom Lindhardt witnessed an event that changed the world of children's play.

One of his large, brightly coloured sculptures had been placed in a new housing estate to add colour to the otherwise drab surroundings.

Realising that children were more interested in playing on it than admiring it, Lindhardt decided to start his own play equipment company – **KOMPAN**.

Today **KOMPAN** is the world leader in play and exercise solutions.

- ✦ KOMPAN supports quality of life and helps develop healthier communities by providing the most well designed, inventive, sustainable and durable play & exercise solutions you can buy.
- ✦ Our solutions support the development of **physical activity**, **learning** and **social inclusion** during all ages and for all abilities.
- ✦ We aim to operate in a way that not only respects, but also contributes to the positive development of people, planet and profit.



### AT KOMPAN THERE IS A PHILOSOPHY BEHIND THE PLAY AND EXERCISE SOLUTIONS

Local authorities, schools, nurseries and other institutions have trust and confidence in us not just to produce fun and exciting equipment, but to understand what really makes a great community space. We offer so much more than just physical constructions by building attractiveness and holding power into our equipment to improve health, learning and social inclusion for the users.

### GREAT PLAY AND EXERCISE SOLUTIONS ARE BUILT ON KNOWLEDGE

One reason why we are the global leader in our field is the KOMPAN Play and Fitness Institute. This unique knowledge centre is an invaluable resource of insight into play, exercise, health and learning. The Institute perfectly complements our decades of hands-on experience of making playgrounds to enable us to be the world leader in play and exercise solutions for children aged 0 to 100 years old.

## 1 SCOPE OF WORK AND PRICING

### A-Frame Swing 2.0m (SW900200-0601) with 2 Cradle Seats (SW990025-00) Age Range: -



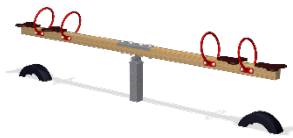
Supply 1 No. A-Frame Swing @2M H	£	530.00
Supply 2 No. Cradle Seats	£	420.00
Installation		383.00



*Unit discount* £ - 190.00

**Total** **£ 1,143.00**

### Seesaw with Tyres (KPL118-0601) Age Range: 3+



Supply 1 No. Seesaw with Tyres and 4 seats in Pine	£	1,100.00
Installation	£	348.00

*Unit discount* £ - 220.00

**Total** **£ 1,228.00**

### Play Tower with Balcony and Steel slide (PCM200600-0601) Age Range: 4+



Supply 1 No. Play Tower and House with balcony and Steel slide in Brown wood with wood posts	£	6,730.00
Installation	£	932.38

*Unit discount* £ - 1,346.00

**Total** **£ 6,316.38**

### Broxap Willenhall Seat Age Range: -



Supply 2 No. Broxap Willenhall Bench	£	1,546.66
Installation	£	164.40

**Total** **£ 1,711.06**

### Derby Slimline Litter Bin

Age Range: -



Supply 1 No. Derby Slimline Litter Bin in Black	£	341.43
Installation	£	76.88
<b>Total</b>	<b>£</b>	<b>418.31</b>

### No Dogs' Paving Signs

Age Range: -



Supply and Lay 2 Thermoplastic 'No Dog' Signs	£	520.00
Supply and Lay 2 450 x 450 Grey Paving Slabs	£	54.00
<b>Total</b>	<b>£</b>	<b>574.00</b>

### Surfacing

Supply and install;		
Tarmac as a base @38m2		3,698.54
Wetpour Surfacing @ 132m2 in Green		7,392.00
PCC Edge (Concrete) @ 147LM for entire site		2,450.49
<b>Total</b>	<b>£</b>	<b>13,541.03</b>

### Groundworks

Excavate 150mm/200mm @170m2	£	1,067.00
Type 1 MOT 100mm/150mm Stone @170m2	£	3,591.64
<b>Total</b>	<b>£</b>	<b>4,658.64</b>

### Landscaping

Planting for variety of 7 plants	£	185.31
Installation	£	867.00
<b>Total</b>	<b>£</b>	<b>1,052.31</b>

## Fencing and Gates

Bowtop Fencing 1.2h @65LM- galvanised	£	2,396.55
Supply 1 Prosafe combi gate - galvanised @1.2m high	£	715.50
Supply 1 Prosafe single gate - powder coated @1.2m high	£	611.40
Installation of Fencing and gates	£	1,553.08
<b>Total</b>	<b>£</b>	<b>5,276.53</b>

## Site Security

### Preliminaries

**Project Management and CDM compliance** - Whilst we comply with the provisions of The Construction (Design and Management) Regulations 2015 (CDM) where it is reasonably practicable at all times we also consider the importance Health and Safety at Work Act 1974 As recommended by the Health and Safety Executive we have included below elements to secure the site whilst all installation works are undertaken.

\* Please refer to our full terms and conditions for further details

Includes - Hera Fencing @ 69lm, Storage container & Site welfare and removal of spoil	£	3,689.98
Carriage Charge	£	951.40
<b>Project Total</b>	<b>£</b>	<b>40,560.64</b>
<i>(Total discount included)</i>	£ -	1,756.00
		<b>Excluding VAT</b>

## Additional Information

Please refer to our Terms & Conditions



## 2 ASSUMPTIONS & EXCLUSIONS

This offer is based upon the information provided during the enquiry stage of the opportunity. We endeavour to provide a price that fully reflects the needs of the customer. The following tables define the assumptions we have made and the exclusions that we have applied to this offer. If there are any deviations from these assumptions then please indicate below and we will provide an alternate price that fully covers your requirements.

ACCESS	Assumed	
Entry to site ok Unrestricted access with >3M width >4M height which is level, hard standing or established well drained grass	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
Roads to site unrestricted There are no narrow roads, poor access, low bridges or poor turning circle	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
No parking restrictions	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
There is no restrictive access on site (No overhanging trees, protected areas)	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
Access to installation area ok Less than 20M from site entrance (No double handling required)	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
Trackway is not required	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
Ground is even and solid where storage or welfare is located	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
There are no restricted working hours on site	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
There is no restricted delivery access or delivery time on site	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
There are no restrictions from any other works on/around site	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
There is no specific contractor access in/out of site required	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
DBS clearance is not required for site workers?	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
Topographical survey is not required	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No
Spoil from excavation is to be retained on site	<input checked="" type="checkbox"/> Assumed	<input type="checkbox"/> No

WELFARE & SITE PROVISION	Assumed	
Site welfare, if required can be located near to the site works	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Site storage, if required can be located near to the site works	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Skip, if required can be located near to the site works	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Heras fencing if required is secured by single clips	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Minor reinstatement, if necessary will be made level with seed	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Delivery and installation	Assumed	
Delivery will be confirmed and planned at point of order. Customer enforced delay and failure to take delivery on the date specified will result in storage charges.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

All quotations are subject to final drawing approval, engineering requirements, site & ground surveys

### 3 SPARES, WARRANTY & INSURANCES

#### 3.1 SPARE PARTS

On our website [www.KOMPANMASTER.com](http://www.KOMPANMASTER.com) you will find exploded drawings for every product within our ranges. Standard consumable spare parts are usually available for delivery between 5 and 10 working days. However, if a need is urgent then we can arrange for them to be priority shipped.

Even after withdrawal of a product from the market spare parts will still be available for ten years after cessation of manufacture and there are currently no plans to withdraw any of the products included within our tender submission. Even after this time we will still help the customer to source suitable replacements parts or alternatives.

#### 3.2 AN UNMATCHED WARRANTY

Please find below brief details of the best warranty on the market; please contact us should you require copies of warranty certificates for the products that have been included in our design.



**KOMPAN WARRANTY**

<p><b>Lifetime* Warranty</b></p> <ul style="list-style-type: none"> <li>• Galvanised structural parts                             <ul style="list-style-type: none"> <li>• Steel poles</li> <li>• Cross beams</li> <li>• Floor frames</li> <li>• Top brackets</li> </ul> </li> <li>• Stainless steel hardware</li> <li>• HDPE panels</li> </ul> <p><b>15 year Warranty</b></p> <ul style="list-style-type: none"> <li>• Engineered Robinia wood</li> </ul> <p><b>10 year Warranty</b></p> <ul style="list-style-type: none"> <li>• HPL floors and panels</li> <li>• Other galvanised parts</li> <li>• Solid plastic parts</li> <li>• Non-painted metal parts</li> <li>• PP panels</li> <li>• Aluminium elements</li> <li>• Painted finishes</li> </ul>	<p><b>5 year Warranty</b></p> <ul style="list-style-type: none"> <li>• Resin coated plywood plates</li> <li>• Hollow plastic parts</li> <li>• Springs and ball bearing assemblies</li> <li>• Rope and net construction</li> </ul> <p><b>2 year Warranty</b></p> <ul style="list-style-type: none"> <li>• Moveable plastic and metal parts</li> <li>• Electronic components</li> </ul> <p><b>Surfacing Warranty</b></p> <ul style="list-style-type: none"> <li>• Grass mat: 10 years product and 5 years installation</li> <li>• Wetpour: 5 years (to PCC kerb edgings)</li> <li>• Resin bound mulch: 5 years (excludes damage from studded shoes or heels)</li> </ul> <p><b>* Lifetime</b> is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition KOMPAN's general terms and delivery conditions apply and supplement this warranty.</p>
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**SAFE CHALLENGES**

Children must feel, safe, secure and at ease to play freely. But they also push their boundaries and challenge their environments in unexpected ways. This is an essential part of developing their mental and physical abilities and it is how they learn to anticipate and cope with risks. Our playgrounds are built to accommodate these two principles, providing a safe and challenging playground for the children.

PLAYGROUNDS  
**LIFETIME WARRANTY**  
PLAYGROUNDS

### **3.3 INSURANCES**

Kompan Ltd. Holds insurance policies that cover:

- Employers liability insurance
- Local Public and Products Liability
- Master Public and Products Liability insurance
- Contract Works insurance

Details of which can be found in the Appendix.

## 4 WHY KOMPAN – OUR EXPERTISE

### 4.1 OUR 360 DEGREE EXPERT SOLUTION TO ENSURE RIGHT FIRST TIME SOLUTIONS

In our opinion, every group of playground users are unique and so is every potential playground site. Our primary goal is to ensure that each playground is tailored uniquely to the customers' requirements so our team of play consultants, landscape designers and other experts follow a specially developed KOMPAN planning process that we call our **360 degree expert solution** as per the diagram below to ensure that we get things right first time.



Working closely with the customer, the areas that we look at are:

- ✦ The children who will use the playground
- ✦ The playground site and immediate surroundings
- ✦ The skills and experience the customer wants the playground to promote
- ✦ How the playground should be divided into spaces in order to support different types of play
- ✦ What play equipment or other activities should be integrated in each space to stimulate the user experiences and competencies
- ✦ What are the risks and opportunities

### ACCREDITATIONS AND AWARDS

The graphic below shows some of the accreditations and awards that KOMPAN play, sport and fitness products have received in recent years.

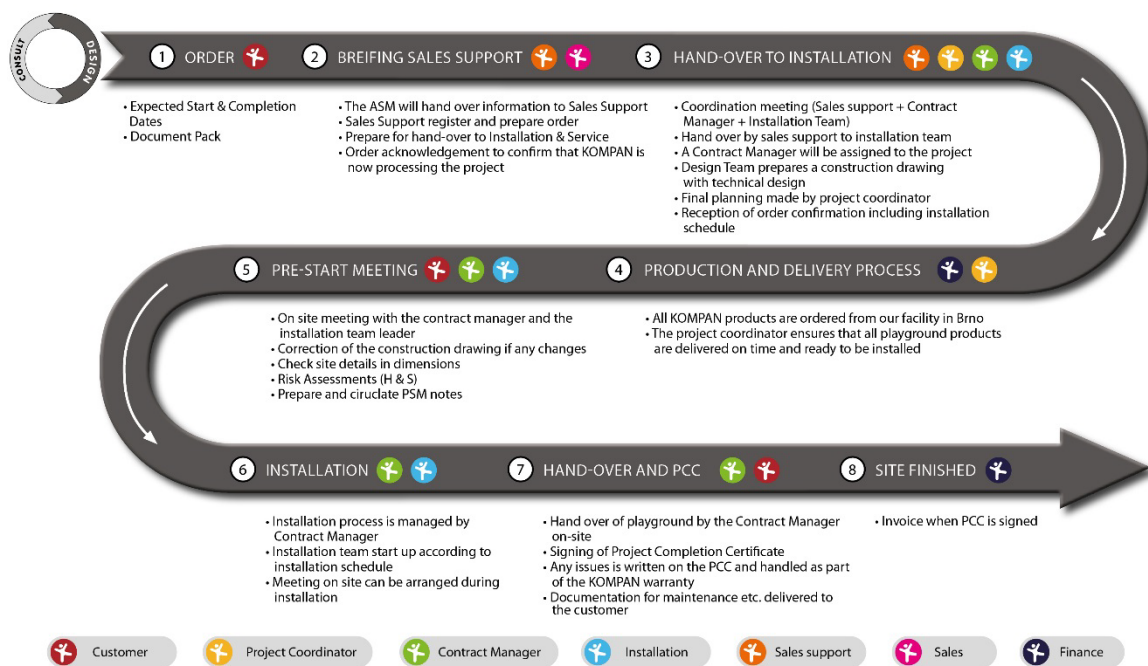




## 5 SUPPORTING OUR CUSTOMERS – UK WIDE ORGANISATION

### 5.1 KOMPAN CONTRACT MANAGEMENT & SPARES SUPPORT

Our installation teams are trained in their responsibilities under CDM and we seek to ensure that we have a good working relationship with the CDM co-ordinator. All sites are risk assessed by our Contracts Manager before construction begins and all works are supported by a method statement and construction phase Health & Safety Plan in accordance with the pre tender plan where relevant. Our designers are aware of KOMPAN'S responsibility under CDM usually as the principle contractor and design all our sites with the risks of the immediate playing space and surrounding area in mind, ensuring that future works on site are considered in the design.



KOMPAN UK & Ireland has a dedicated after sales and technical support staff who, along with the Area Sales Manager, will act as direct points of contact for any questions concerning your play, sports and fitness equipment.

The internal after sales support team will remain your point of contact to:

- ✦ Manage after sales enquiries
- ✦ Spare parts identification
- ✦ Process any orders / claims
- ✦ Ensure speedy dispatch of replacements to minimise disruption to your play area

We pride ourselves in the knowledge that we provide the most efficient and effective parts delivery within the industry.

## **6 APPENDICES**

**Terms and Conditions**

**Product sheets**

**Insurances**

**Maintenance schedule**

**Warranty**

## GENERAL TERMS AND CONDITIONS OF SALE (GTC)

Release date 15/10-2015

### 1. OBJECTS

1. These terms and conditions of sale (hereinafter "GTC") govern the sale and supply of all goods and/or services (goods and services herein severally and jointly as "Products") and the assembly and installation of the Products ("Services") by KOMPAN LTD (hereinafter "Seller") to the customer ("Customer") and shall apply to any relationship between the Seller and the Customer.

2. These GTC replace and supersede any prior communications, agreements and understandings between the parties whether oral or in writing concerning the sale and supply of the Products or the Services. Any purchase order issued by the Customer to the Seller shall be subject to the present GTC and the Customer accepts the applicability of these GTC to future supplies of Products or Services.

3. A legally binding contract ("Contract") shall not come into force between the Seller and the Customer until the period of FIVE (5) BUSINESS DAYS provided for in clause 2.3 has expired and the Seller has not received a notice of withdrawal/rejection from the Customer. If, within FIVE (5) BUSINESS DAYS as of the date of the Order Confirmation the Seller does not receive a rejection of the Order Confirmation, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and these GTC. In case of conflict between the provisions contained in the Order Confirmation and those from the present GTC, the Order Confirmation shall prevail.

### 2. REQUEST FOR SERVICES

1. Notwithstanding any express indication to the contrary, the Seller is obliged to send the Seller a request for the Services and/or Products (hereinafter, "Order") by ordinary post, fax and/or email.

2. For the purpose of these GTC, the Order must, at least, contain the following information:

- (i) personal information and address of the Customer;
- (ii) Products requested (type and number);
- (iii) installation services requested;
- (iv) Indication of the date and place for the provision of the Services.

3. Once the Order has been received, the Seller shall have seven (7) working days – starting from the date of receipt of the same – to issue an Order Confirmation accepting, refusing and/or submitting amendments to the Order, and including the relevant Prices – as defined hereinafter – for the Services and/or Products and the total amount to be paid by the Customer ("Order Confirmation"). The Customer will have the right to withdraw any Order within FIVE (5) BUSINESS DAYS after receiving the Order Confirmation, if, e.g. he does not accept the Price indicated by the Seller.

### 3. RATES - PAYMENTS

1. The prices of the Services and/or Products are those resulting from the Order Confirmation and will correspond to the current prices offered by the Seller ("Prices").

2. The Order Confirmation will indicate, apart from the Prices, other charges as transport costs, shipping and minimum insurance coverage, to the destination agreed in the same Order Confirmation. Unless expressly stated otherwise in writing, Prices in the Order Confirmation are net of all charges relating to taxes, any increases in these charges, which may come into force after the date of the Order Confirmation shall be borne by the Customer.

3. Unless expressly stated otherwise in writing, invoices will be issued:

- (i) upon issue of the Order Confirmation for 50% of the Price; and
- (ii) for the balance of 50% upon despatch in the case of supply of Products or upon completion of Services in the case of supply of Services.

4. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless expressly agreed otherwise and in the case of the sum referred to in (i) above before delivery of the Products if this is earlier and the Seller will not commence delivery of Products until it has received payment of the sum referred to in (i) above in full.

4. For Services to be carried out over a period exceeding two weeks, the Seller reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon receipt of the Products at the Customer's site, followed at weekly intervals by invoices for completed stages of the Services. In the event that any weekly invoice is not paid in accordance with clause 3.3, the Seller shall be entitled at its discretion to suspend the Services until payment of all outstanding sums is received or to terminate the Contract in accordance with clause 12.1(i).

5. In the event of the non-payment by the Customer in accordance with this clause 4 the Customer shall pay the Seller interest at the legal interest rate with effect from the time of due payment, and a penalty equal to 10% of the total bill as compensation for damages, without prejudice to any further damages and any other rights arising from the non-payment.

### 4. RISK AND RETENTION OF TITLE

Unless otherwise and specifically agreed in writing, all risks relating to the Products are transferred to the Customer when the same are delivered to the carrier or freight forwarder. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these GTC, the property in the Products shall not pass to the Customer until the Seller has received in cash or cleared funds payment in full of the price of the Products.

### 5. DELIVERY

1. Unless otherwise expressly agreed, times for delivery are estimates only and not binding and any delay in delivery does not entitle the Customer to cancel the Contract or any order nor to damages and/or compensation. Customer may only vary any delivery time set out in the Order Confirmation by giving not less than 30 days' notice in writing.

2. Unless expressly stated otherwise in the Order Confirmation, the Seller shall organize the delivery of Products CIP (as defined by Incoterms 2010) to their destination, if the carrier is unable to discharge the Products carried, the transport will still be charged. Any damage to Products caused during or after unloading by the staff of the Customer will be the exclusive responsibility of Customer.

3. (i) The carrier shall deliver at a point readily accessible by truck, standard delivery via 18 tonne vehicle, tail lift delivery is available and

to be advised at point of ordering. The Seller reserves the right to charge extra for any special delivery requirements Customer shall be responsible for providing offloading facilities, final moving, location and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event of unloading being delayed, the Seller reserves the right to make a fair charge therefore. Any damages or missing Products to be noted on the delivery paperwork at time of delivery;

(ii) If the Customer is not available or prepared to accept delivery the Seller may take away the Products and redeliver at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage and demurrage) or leave the Products on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise;

### 6. INSTALLATION AND ASSEMBLY SERVICE

1. In relation to the individual needs expressly indicated by the Customer in the Services Order, the Seller shall install and assemble the Products, the paving, the civil works and any spare parts. In particular, the Customer shall promptly notify the Seller of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Seller shall not be held liable under any circumstance for any potential or actual damages caused to such installations.

2. The Seller shall be responsible for ensuring:

- (i) the correct execution of the necessary work for the installation of the Products;
- (ii) the correct assembly of the Products; and
- (iii) compliance of the Services with the laws in force.

### 7. COMPLETION OF THE SERVICES

1. Upon completion of the Services, the Customer shall sign the Practical Completion Certificate provided by the Seller and if the Customer is not available to take delivery then the Seller will send the Practical Completion certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the same shall send the Seller, within five (5) working days from receipt of the Practical Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Seller shall remedy the same at its own expense; if, instead, the Seller demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Seller the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer does return a signed Practical Completion Certificate or provide a Notice within five (5) working days from receipt of the Practical Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

### 8. LIABILITY

1. In no event shall Seller be liable to Customer or any other person for any special, incidental, indirect, consequential or punitive damages obligation, nor for any loss, costs or expenses, including, without limitation, damages consisting of loss start-up, sales or profits, work stoppage, loss of production, impairment of other assets or otherwise, even if arising out of or in connection with a breach of warranty, breach of contract, false or erroneous statement, or other fault. Notwithstanding any statement to the contrary contained in these GTC, the Seller's liability for any claim for damages arising out of or in connection with the Products and their use or the Services shall in no case exceed the amount paid by Customer for the Products or Services which are the subject of claim.

2. The Customer hereby indemnifies and shall keep indemnified the Seller against all loss, liability, damages, costs, claims and expenses arising out of any of the matters set out in clause 8.2.

3. Notwithstanding the case in which the Seller and the Customer sign an agreement for the installation of the Products, the Customer undertakes to indemnify and hold harmless the Seller from any third party right and/or claim relating to the fault and/or non conformity of the Products being installed in the playground and/or any other location.

### 9. CLAIMS - SUBSTITUTIONS - RETURNS

1. Any complaints about defects or non-conformity of the Products must be communicated by registered mail to the Seller within 8 (eight) days after delivery of the same. After that period, the Customer will lose any right to make a claim.

2. Return of any Products must be authorized in writing by the Seller prior to shipping and all costs and expenses will be borne by the Customer.

3. The communication of defects and anomalies must be accompanied by supporting documentation. The Seller shall not be liable for defective Products, when the value of the defect reported by the Customer does not exceed 5% of the value of the Products in respect of any Order Confirmation. In any event the Customer shall take all reasonable action to mitigate any damage suffered and shall not be entitled to withhold or delay payment.

4. If the Seller acknowledges any Products to be defective the Seller is only required, at its discretion, to replace the Products or to refund the price or to reduce the price, if the Customer has not yet paid in the price, or to terminate the contract.

5. The guarantee referred to in clause 10 shall not in any way apply to damage arising out of fair wear and tear or, from failures caused by incompetence or negligence of the Customer, misuse or by Force Majeure.

6. In the scope of supply of the Products, if necessary, the Seller reserves the right to provide models other than those requested by the Customer, if these are not available, subject to compliance of the alternative models with the properties listed in the Order Confirmation.

### 10. GUARANTEES

1. The Seller warrants the Products will be free from defects in design, material and workmanship in accordance with the terms set out in the general warranty attached to the Order Confirmation after Delivery;

2. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

3. The provisions of clauses 10.1 and 10.2 shall not apply to components which are not manufactured by the Seller, in respect of which, the Seller shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question.

4. The Customer shall indemnify and hold harmless the Seller against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the Products and their use by the Customer and/or use or application by the same of any information disclosed or provided by or on behalf of Seller.

### 11. TERMINATION

1. A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

(ii) the other party commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent, or an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or an administrator or administrative receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party makes any composition with its creditors, or the other party takes or suffers any similar or analogous action in consequence of debt.

2. Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

### 12. INTELLECTUAL AND INDUSTRIAL PROPERTY

1. Any authorization by one of the parties to use the brands, names, logos and/or any other distinctive signs of the other party does not imply any right whatsoever to transfer the property of the same to the party utilizing them.

### 13. ADMINISTRATIVE PERMISSIONS

The Customer is solely and exclusively responsible for obtaining and maintaining the building authorizations and any other authorizations required for carrying out the supply of the Products or Services and their utilization. Where the Seller is providing Services if agreed, a copy of said authorizations and related and essential attachments, must be forwarded to the Seller before commencement of the Services.

### 14. FORCE MAJEURE

1. A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly.

2. For the purposes of these GTC Force Majeure means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lock-outs or other industrial disputes, war, riot, fire, flood, or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available

### 15. GENERAL

1. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addresser, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day (for the purposes of this clause 15 being any day other than Saturday, Sunday or ant public holiday in England and Wales) after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

2. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected

3. A person who is not a party to the Contract shall not have any rights under or in connection with it.

4. Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

5. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. A person who is not party to the Contract shall not have any rights under or in connection with it.

6. The Contract, and all disputes or claims arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

7. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

KSW90010-0902 -



## Product Description

## Product Information

Category:	Swings
Product line:	MOMENTS
Age group:	2-8

Installation:	person(s) hour(s)
---------------	----------------------

Weight:	0 kg.
Total height:	224 cm.
Colors:	

## Technical information

Fall height:	112 cm.
Safety zone area:	20.70 m <sup>2</sup>
Concrete required:	- m <sup>3</sup>
Foundation amount:	-
Available for surface mount:	Yes
Standard installation depth:	0 cm.

## Footings

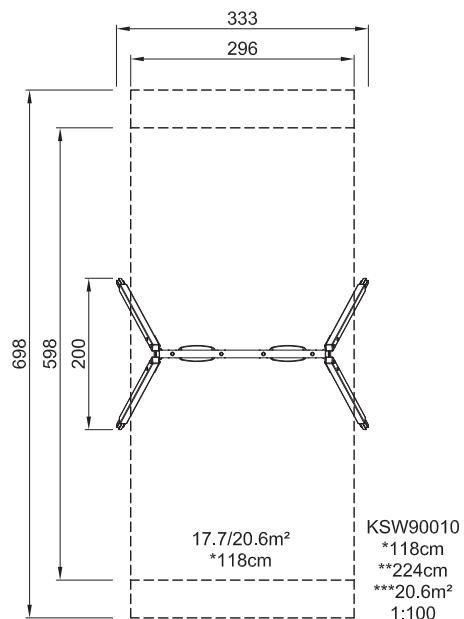


## Further Information

KOMPAN LTD, 21 Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL | Phone: +44 (0) 1908 201002 | E-mail: KOMPAN.uk@KOMPAN.com Website: www.KOMPAN.co.uk

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**KSW90010-0902 -**





KSW90010-0902 -



For further information

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## 1267 CRADLE SEAT

Products always to be mounted according to EN 1176  
Application: For 1 person swings only



### PRODUCT SPECIFICATIONS

Material: PU

The Cradle Seat is:

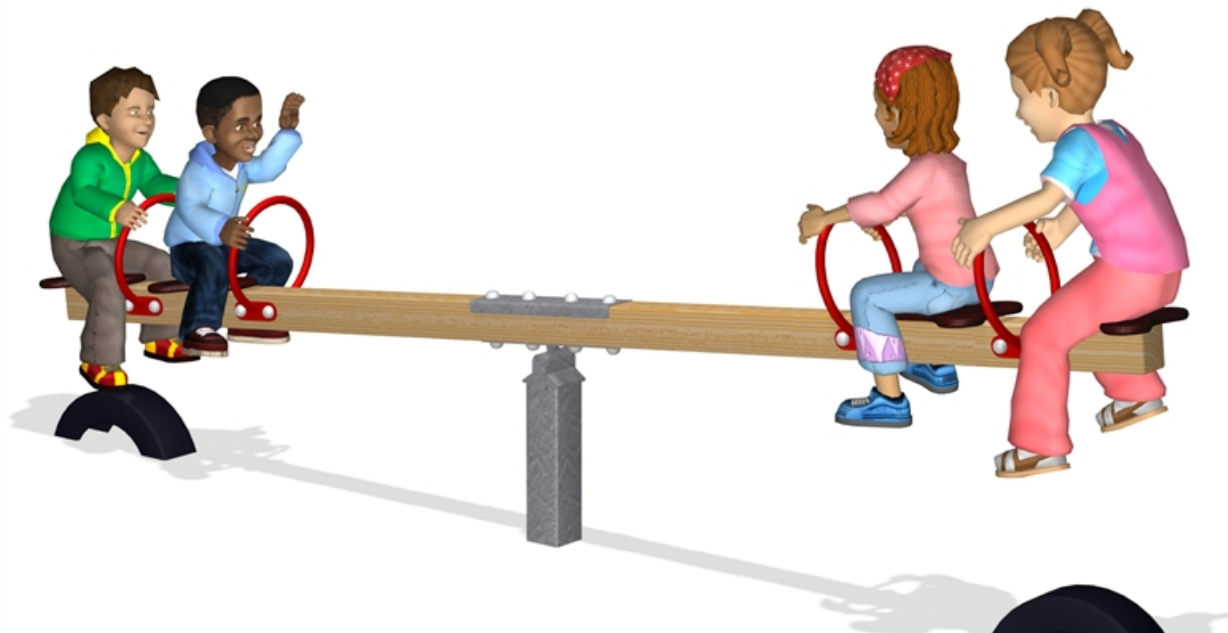
- § Form stabile. Comfortable seating surface.
- § Standard colours Blue, Red, Black.
- § Suspension chain M5 or M6 short-link chain

PLEASE NOTE:

The lower edge in the openings where the legs pass through the cradle seat must not be placed more than 600mm above the ground or standing surface.



## KPL118 - Seesaw



### Product Description

### Product Information

Category:	Seesaws
Product line:	MOMENTS
Age group:	3-8

Installation:	1 person(s) 4 hour(s)
---------------	--------------------------

Weight:	84 kg.
Total height:	101 cm.
Colors:	

### Technical information

Fall height:	101 cm.
Safety zone area:	21.30 m <sup>2</sup>
Concrete required:	0,5 m <sup>3</sup>
Foundation amount:	1
Available for surface mount:	Yes
Standard installation depth:	90 cm.

### Footing

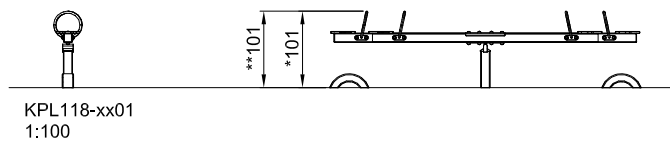
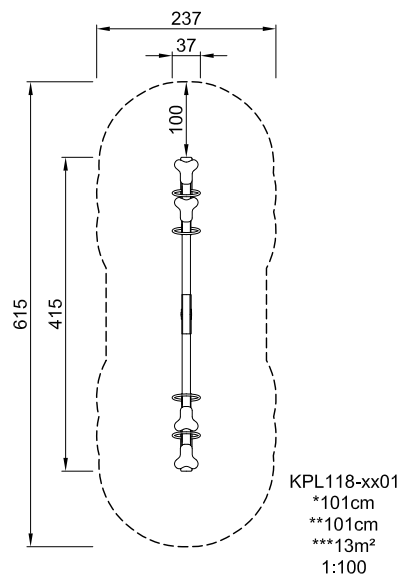


### Further Information

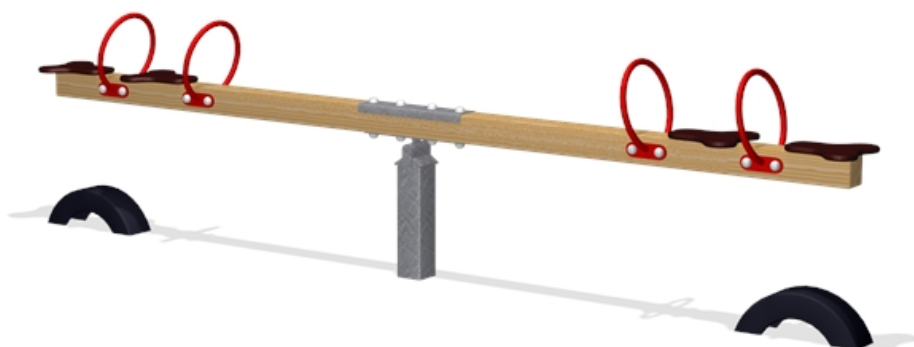
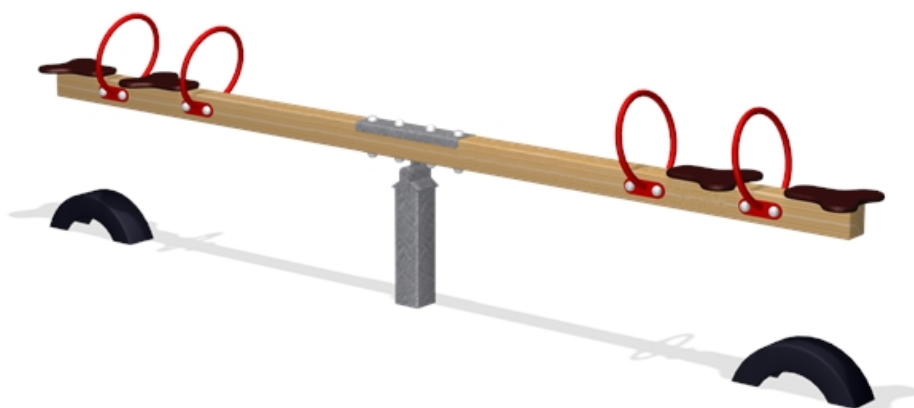
KOMPAN LTD, 21 Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL | Phone: +44 (0) 1908 201002 | E-mail: KOMPAN.uk@KOMPAN.com Website: www.KOMPAN.co.uk

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## KPL118 - Seesaw



**KPL118 - Seesaw**





## PCM200600 - Play tower & house with balcony, wood posts, plastic slide



### Product Description

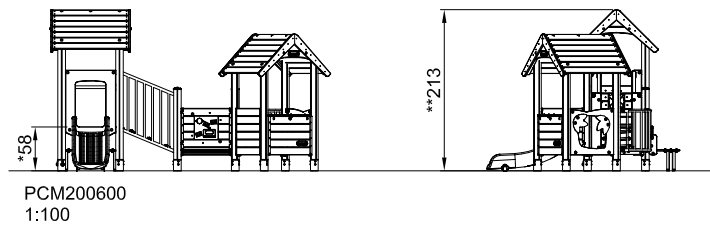
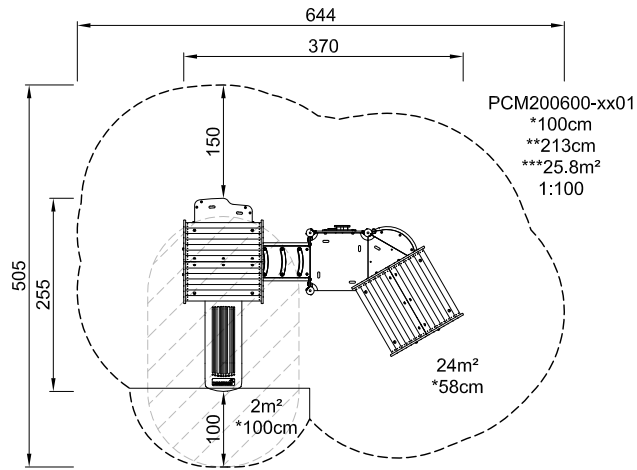
This playhouse is accessed via a crawl-through opening with flaps. In the playhouse, there is a shop counter with a conveyor belt made of small wheels, which provides a fun tactile sensation for the toddler to explore. The middle platform is accessed directly from the ground. On the platform, children will find a mailbox panel that they can put objects through. From the higher platform, children can take a ride down the age-appropriate slide, or peek through the port window panel.

### Product Information

Category:	Toddlers
Product line:	MOMENTS
Age group:	1+
Installation:	1 person(s) 16 hour(s)
Weight / Heaviest part:	0 / 0 kg.
Concrete required:	0 m <sup>3</sup>
Foundation amount:	15
Available for surface mount:	Yes
Standard installation depth:	0 cm.



## PCM200600 - Play tower & house with balcony, wood posts, plastic slide



## Willenhall Seat

BX14 4015-BP

Modern steel framed seat with six hardwood Iroko timber slats and steel armrests.

### Dimensions:

- Length: 1800mm
- Width: 565mm
- Height: 790mm
- Weight: 40kg

### Features:

- Steel Frame and mild steel flat bar armrests
- Root fixed as standard

### Options:

- Available baseplated



Broxap Ltd., Rowhurst Industrial Estate, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 6BD

All dimensions are in millimeters, weights in kilograms and capacities in litres, are approximate and do not form any part of the contract. All prices are guide prices only and should be used for estimating purposes only. Broxap Limited reserve the right to change the design, specification or price of any item sold at any time. All prices exclude VAT and delivery.

## Derby Slimline Litter Bin

BX45 2596

A slimline version of the [Derby Standard](#) that retains the unique features of the Derby Range but with a smaller capacity.

For areas of low usage, it is ideal where footpaths are limited; for example, in areas where wheelchair access is required.

### Dimensions:

- Height: 1020mm
- Width: 535mm
- Depth: 410mm
- Capacity: 90 litres
- Weight: 60kg

### Features:

- 2mm Zintec steel with a heavy duty front opening door
- Laser cut LITTER lettering beneath each posting aperture, with a gold backing plate
- 3 gold vinyl tape bands as standard
- Vinyl TIDYMAN logo applied to two sides
- 0.7mm galvanised steel liner with safety top edge and 2 handles
- 10mm heavy duty solid steel base
- 20mm heavy duty stainless steel pivot hinge
- Stainless steel slam lock mechanism
- Hexagonal key operated heavy duty lock
- Powder galvanized prime and polyester powder coated to any standard RAL/BS colour (black as standard)
- Angled litter direction plates
- Stainless steel escutcheons

### Options:

- [Replacement litter bin liner available](#)



Broxap Ltd., Rowhurst Industrial Estate, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 6BD

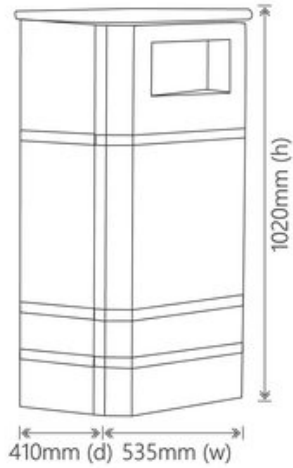
All dimensions are in millimeters, weights in kilograms and capacities in litres, are approximate and do not form any part of the contract. All prices are guide prices only and should be used for estimating purposes only. Broxap Limited reserve the right to change the design, specification or price of any item sold at any time. All prices exclude VAT and delivery.



**Warranty:**

- 1 Year Parts and Labour Warranty
- 10 Year Anti-Perforation Guarantee

Price per single steel litter bin, painted in a single Broxap colour (black as standard).



Broxap Ltd., Rowhurst Industrial Estate, Chesterton, Newcastle-under-Lyme, Staffordshire, ST5 6BD

All dimensions are in millimeters, weights in kilograms and capacities in litres, are approximate and do not form any part of the contract. All prices are guide prices only and should be used for estimating purposes only. Broxap Limited reserve the right to change the design, specification or price of any item sold at any time. All prices exclude VAT and delivery.

19 April 2016

Website [www.willistowerswatson.com](http://www.willistowerswatson.com)

Direct Line 01473 223130

E-mail [Nicole.Barber@WillisTowersWatson.com](mailto:Nicole.Barber@WillisTowersWatson.com)

## TO WHOM IT MAY CONCERN

Our Reference: 10365105

Dear Sirs

As Insurance Brokers to Kompan Limited and Kompan Scotland Ltd we are writing to confirm that our client holds the following policies:

### **Employers Liability**

Insurer	QBE Insurance (Europe) Limited
Policy Number	Y100865QBE0116A/1
Period	1 April 2016 to 31 March 2017
Limit of Indemnity	GBP 10,000,000 any one occurrence

### **Local Public and Products Liability**

Insurer	Zurich Insurance Plc
Policy Number	7105274
Period	1 April 2016 to 31 March 2017
Limit of Indemnity	GBP 955,758 each and every occurrence and in the aggregate

**Master Public and Products Liability**

Insurer	Zurich Insurance Plc
Policy Number	16207
Period	1 April 2016 to 31 March 2017
Limit of Indemnity	Sterling equivalent of DKK 115,000,000 any one occurrence and in aggregate
	The policy is further extended to include Professional Indemnity with a sub limit of DKK 50,000,000

**Contract Works**

Insurer	Zurich Insurance Plc
Policy Number	CH789836
Period	1 April 2016 to 31 March 2017
Limit of Indemnity	GBP 1,000,000 each and every contract

This letter is provided as a courtesy to our client as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or any third party is excluded. This letter does not amend, extend or alter the coverage afforded by the policies, nor does it purport to set out all of the policies' terms, conditions and exclusions. The policy terms, conditions, limits and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced by paid claims. We have no obligation to advise you of any changes which may be made to the policies or to advise you of their cancellation or termination.

Signed on behalf of WILLIS LIMITED



Authorised Signatory



Authorised Signatory





## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)*

1. Name of policy holder Policy No Y100865QBE0116A / 1  
Kompan Limited and Kompan Scotland Ltd

2. Date of commencement of insurance policy 01 April 2016

3. Date of expiry of insurance policy 31 March 2017

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, Isle of Man, Island of Jersey, Island of Guernsey, Island of Alderney; or any offshore installations in territorial waters around Great Britain and its Continental Shelf **(b)**: and;
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**; or  
~~(b) the cover provided under this policy relates to claims in excess of [£ ] but not exceeding [£ ].~~
3. the policy covers the holding company and all its subsidiaries

Signed on behalf of QBE Insurance (Europe) Limited (Authorised Insurer)

### Notes

- (a)** Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b)** Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c)** See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

### Important

Display will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

# Certificate of Insurance



NOTE: This insurance certificate describes the insurance cover as per the date of issuance of the certificate and it does not imply any restriction for the insurance to be changed or cancelled.

The undertaking of Zurich Danmark, Filial af Zurich Insurance plc, Irland, does not in any case include, neither as against the insured nor against any third party, anything other than stated in the insurance contract documents in force at the time of application.

## Zurich Danmark, Filial af Zurich Insurance plc, Irland

Zurich certifies that the following insurance policies have been issued to:

<b>Policyholder</b>	Kompan A/S C.F. Tietgens Boulevard 32C 5220 Odense SØ Denmark	
<b>Policy no.</b>	16207	
<b>Co-Insured</b>	Any subsidiary companies, any affiliated or associated companies	
<b>Type of insurance</b>	General Liability including Products Liability	
<b>Policy period</b>	April 1, 2016 – March 31, 2017	
<b>Geographical Area</b>	Worldwide	
<b>Limit of liability</b>	Public Liability	GBP 10,000,000
	Employers Liability	GBP 10,000,000
	Professional Indemnity	GBP 5,000,000
	Product Liability	GBP 5,000,000
	per Occurrence and in the aggregate	
<b>Place and date</b>	Copenhagen, September 16, 2016	

Zurich Danmark, Filial af Zurich Insurance plc, Irland

A handwritten signature in blue ink, appearing to read 'Mette Skov'.

Mette Helmo Skov  
Underwriter Liability

**Zurich Danmark, Filial af Zurich Insurance plc, Irland**  
Reg.no. 31184606, reg.in Danish Branch Office Register

Postal address: Arne Jacobsens Allé 13, DK-2300 Copenhagen S, Denmark  
Telephone: +45 3246 6600

**Zurich Insurance plc**  
a public limited company incorporated in the Republic of Ireland  
Registered office: Zurich House, Ballsbridge Park, Dublin 4, Ireland  
Reg. no. 13460 in the Corporate Registration Office, Ireland

# Maintenance Schedule

Surface type Interval to which the described action should be performed	Recommended Intervals				
	Daily	Weekly	Monthly	Quarterly	Yearly
<b>Grass</b>					
<b>Ensure grass surfaces are in good condition, areas of ground erosion may require additional soil and seed or turf. Introducing grass matting may be beneficial in areas where erosion reoccurs.</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Mow the grass (season dependent)		X			
Re-seed any areas where grass is missing			X		
Reinstate any areas that might have sunk - could cause trip hazard				X	
<b>Sand</b>					
<b>Ensure that the sand has an even spread to a minimum depth of 300 / 400 mm depending on the equipment fall height (100mm included to allow for dispersal during use).</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Even out any lumps and holes in the area		X			
Measure depth of sand, refill if necessary				X	
Exchange sand according to local legislation / Guideline					(X)
<b>Woodchip / Bark</b>					
<b>Ensure that the woodchip / bark has an even spread to a minimum depth of 300 / 400 mm depending on the equipment fall height (100mm included to allow for dispersal during use).</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Even out any lumps and holes in the area		X			
Measure depth of loose woodchip, refill if necessary (sample dig)				X	
Exchange woodchip according to local legislation					(X)
<b>Safety Tiles</b>					
<b>Ensure that the safety tiles are in good condition, with no potential trip hazards and that the surfacing has not become slippery (this can be caused by tree sap etc.). If the surface does become slippery we recommend that the areas are cleaned using a high pressure washer at maximum 110bar pressure - if necessary a mild detergent can be added. Any damaged tiles should be replaced.</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Clean the surface with a broom or water hose		X			
Check for any damage to the surface, wear marks etc. that need repair			X		
Wash with pressure washer - only in case of difficult marks or dirt (max 110 bar)					X
<b>Rubber Mulch</b>					
<b>Ensure that the surface is in good condition, with no potential trip hazards and that the surfacing has not become slippery (this can be caused by tree sap etc.). If the surface does become slippery we recommend that the areas are cleaned using a high pressure washer at maximum 110bar pressure - if necessary a mild detergent can be added. Any damaged areas should be repaired.</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Clean the surface with a broom or water hose		X			
Check for any damage to the surface, wear marks etc. that need repair			X		
Wash with pressure washer - only in case of difficult marks or dirt (max 110 bar)					X
<b>Wetpour Rubber</b>					
<b>Ensure that the surface is in good condition, with no potential trip hazards and that the surfacing has not become slippery (this can be caused by tree sap etc.). If the surface does become slippery we recommend that the areas are cleaned using a high pressure washer at maximum 110bar pressure - if necessary a mild detergent can be added. Any damaged areas should be repaired.</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Clean the surface with a broom or water hose		X			
Check for any damage to the surface, wear marks etc. that need repair				X	
Wash with pressure washer - only in case of difficult marks or dirt (max 110 bar)					X
<b>Grassmats</b>					
<b>Ensure the grass growing through the cells in the grass mats (honey-comb matting) is in good condition. Any damaged sections of grass mats should be replaced. Sections of grass that show wear should be re-seeded and watering programmes adjusted as necessary.</b>					
Check surface for any sharp or foreign objects, remove if found	X				
Mow the grass (season dependent)		X			
Re-seed any areas where grass is missing			X		
Inspect for areas that have sunk and need reinstatement				X	
Special Conditions: It is important to note that the critical fall height achieved by grass safety matting installation may differ from time to time. This is because grass matting is absolutely dependent upon: - the underlying texture/composition and soil condition; the composition and soil condition contributes substantially to its impact attenuation - soil conditions can change through the year due to the level of moisture in the soil and the extent of the grass root system at any one point in time - good soil condition that is conducive to good grass growth will help ensure the critical fall height of the grass safety matting is maintained					
ATTENTION: - It should also be noted that any CFH certificates produced by suppliers will show indicative results because conditions from site to site may vary - Continually monitor if the grass matting begins to sink into the soil as this may decrease the impact attenuation and compromise the CFH - In addition to this, grass matting MUST be continuously maintained according to maintenance guidelines and instructions - Continually monitor for subsidence and areas where there is limited grass growth resulting in compaction of the soil; this may indicate that the CFH may have been compromised					
A HIC-test according to EN1177:2008 is the only way to inspect, and provide evidence, that the surface below the grass mats provides sufficient impact attenuation.					
<b>This checklist is for guidance only and is not intended as a definitive list. Each play area must be inspected on its own merits, taking into account potential hazards pertaining to its individual location, natural and manmade features and specific equipment. The checklist is created in accordance with the recommendations of our key surfacing suppliers.</b>					



# BUILT TO LAST

A playground is only as good as it is reliable

## LIFETIME\* WARRANTY

- Galvanized structural parts
  - ✓ Steel poles
  - ✓ Cross beams
  - ✓ Floor frames
  - ✓ Top brackets
- Stainless steel hardware
- HDPE panels

## 10 YEARS WARRANTY

- HPL floors & panels
- Other galvanized parts
- Solid plastic parts
- Non-painted metal parts
- Engineered timber and Robinia
- PP Panels

## 5 YEARS WARRANTY

- Resin coated plywood plates
- Hollow plastic parts
- Painted metal parts
- Springs & ball bearing assemblies
- Rope & net constructions

## 2 YEARS WARRANTY

- Movable plastic & metal parts
- Electronic components

\*KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.

## 1. WARRANTY COVERAGE

This warranty applies to KOMPAN's products for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge

## 2. WARRANTY APPLIES ONLY IF PRODUCTS HAVE BEEN PROPERLY INSTALLED AND MAINTAINED

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN, and maintained correctly according to the KOMPAN Maintenance Manual.

## 3. NO COVERAGE FOR ACCIDENTS, WEAR, TEAR, COSMETIC ISSUES, MISUSE OR VANDALISM

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discoloured surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

## 4. PRODUCTS INSTALLED NEAR WATER

**Products installed in direct contact with chlorinated water or saltwater**, or products installed with occasional contact with such water or installed so close to the shore they are subjected to salt spray are not covered by the KOMPAN warranty for any defects caused by corrosion.

**Products installed in coastal areas**, within 200 meters from the shore, will only be covered by the warranty for half the period of the standard product warranty in relation to defects caused by corrosion. KOMPAN's Lifetime warranty if applicable is limited to a 5 year warranty in relation to such products.

More than 20 years old!  
Carlsberg Camping, Denmark

## SAFE CHALLENGES

Children must feel, safe, secure and at ease to play freely. But they also push their boundaries and challenge their environments in unexpected ways. This is an essential part of developing their mental and physical abilities and it is how they learn to anticipate and cope with risks. Our playgrounds are built to accommodate these two principles, providing a safe and challenging playground for the children.

PLAYGROUNDS  
**LIFETIME WARRANTY**  
PLAYGROUNDS