

FAO Julie Smith

EPS

Lea Lane

Lea Farm

Great Ashfield

Bury St Edmunds

Date: 27/05/2022

IP31 3HL

Quote Ref: EPS/Ringshall

Tel: 01473 785269

Mobile: 07933167368

E-mail: ryan@easternplayservices.co.uk

Dear Julie

It is our pleasure to supply you with our quotation to carry out the following works

QUOTATION DETAILS

Product	Description	Finish	Colour	RAL Code	QTY	Unit
T015 4204 61	1150mm high, 2720mm long, Playspec bow top panel: 40x8 flat rails, with 12mm bows at 96mm centres (Green)	PPC	Green	6005	31.00	EACH
1200 12 PLAY INT GRN	1200 mm high 12 mm dia. bar IAE Playspec® inter post kit	PPC	Green	6005	31.00	EACH
T050 4225 94	1125mm high, 1345mm overall wide right hand IAE Prosafe hydraulic self-closing gate with hang and slam post (Yellow)	PPC	Yellow	1021	1.00	EACH
1000668-01	1125mm high, 2849mm long, IAE Prosafe double leaf gate: RHS frame, Ø16mm verticals at 96mm centres with posts	PPC	Yellow	1021	1.00	Each

1. Supply and install 76 Liner Meters of Playspec Bow top fencing.
2. Supply and install 1x Double Leaf Gate & 1x Pedestrian Self closing gate.

Play Spec Fencing and Gates £7,247.83

Labour £1,800.00

Concrete £341.00

Colour of the fencing to be confirmed with Client.

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Company number: 10193980 VAT number: 242 4516 28

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Total: £9,388.83

VAT: £1,877.76

Sub T £11,266.59

This quotation is valid for 30 days from the date given above and if acceptable we would require written confirmation or a purchase order number.

Yours sincerely,

Eastern Play Services

Contracts Manager - Ryan Finch.



Terms & Conditions

'The Company' referred to within these terms includes 'Eastern Play Services Ltd' or it's trading division 'Eastern Landscapes and Fencing'.

Quotation

The quotation provided is valid for a period of 30 days. Acknowledgement and acceptance of the quoted works proposed, is made by the client accepting the agreed works within the 30-day period, at which time the client will be bound by all terms and conditions set out in this quote and the quote becomes a legally binding contract for works. If, during the contract, additional works are requested by the client or necessary works are identified that were impossible to identify at the point of survey, an additional quote will be proposed and works continued after acceptance.

Cancellation of works within seven days of an agreed start date may incur expenses to include: administration charge of £200+VAT, labour at a day rate of £260 + VAT and reimbursement in full for any materials purchased.

The Company is at liberty to request a deposit to cover the costs of the materials if these are considered to be of high value; this is to instil trust and to aid our cashflow. The Company may also request an interim payment followed by a final payment on completion, again to aid The Company's cashflow. In accordance to this, should work be cancelled within 14 days of an agreed start date, deposits will be kept to cover loss of work costs.

Please Note from March 2021: Due to the current climate there has been rapid price increases and material shortages; as a result, we MAY need to review our quotation before works commence. Quotations will not be

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revised without agreement. This is temporary measure that we hope remove as soon as production and delivery settles.

General

- Extra work undertaken over and above the main contract will incur further costs. The Company may vary the contract price set out in the original agreed quotation where services provided differ from or in addition to those set out in the agreed quotation, either at the specific request of the client or to the fact The Company have been required to complete additional work which was not foreseeable or anticipated at the time of offering the agreed quote or due to fluctuating market prices of materials.
- Maintenance to the works has not been allowed for unless specifically included within the quotation.
- It will be the responsibility of the client to advise of the positioning of all mains services. The Company accepts no responsibility for damage caused to mains services not notified.
- Timber is a natural product and is therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather conditions will cause a reaction. Certain conditions may cause products to split, lose shape or warp. This is natural and in all but the most extreme cases, normal shape will be resumed. Timber will contain knots and sap, the timber may swell, shrink and/or warp which can cause splitting to occur. This is to be expected and is not a defect. The Company cannot be held liable and/or responsible to exchange goods or to refund monies in these events. This meets with British Standards: ENISO9000;1722, parts: 4,5,6,7 and 14 - No. 3470
- We reserve the right to use any drawings, photographs or plans undertaken by us for any future publications or displays whilst ensuring the anonymity of the respective client.
- All materials and machinery left on site during works become the occupier's responsibility once employees have left the site.
- The Company's liability to the Buyer whether for any breach of the Contract or otherwise shall not, in any event, exceed the Contract price and the Company shall be under no liability for any consequential or indirect loss suffered (including but not limited to loss of profits) or liability to third parties incurred by the Client.

Weather conditions

- Landscaping operations are very dependent on the weather and season. We endeavour to carry out the works at the appropriate time but accept no liability for delays caused by adverse weather conditions.
- Work undertaken out of the season or in unsuitable weather conditions will be on written instructions only, so that suitable provision can be made, or it will be at the Client's risk.
- In extreme changes of weather conditions, certain plants and materials, such as terracotta, some natural stone and other paving can be affected, suffering damage if not protected. The client should take the necessary precautions to prevent damage as this is out of our control.

Specific to Landscape Division

- Watering, where applicable for landscape works, has not been allowed for within our quotation and once the contract has been completed becomes the responsibility of the client.
- Nursery stock supplies are not inexhaustible. Should any plant be unavailable, we reserve the right to negotiate substitutes with the Client.
- We accept no responsibility for the defects over and above failing to break out into leaf unless a formal maintenance contract is entered into.
- To keep within the guarantee of various water pump manufacturers and to prolong the life expectancy, the Client is responsible to follow manufacturers guidelines, especially winter care and protection. The Company will replace a defective pump within 3 months of installation after which the client must deal with the manufacturer direct if still within the guarantee period.

Site Surveys

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All site surveys, where possible, will be carried out by EPS or an elected body/contractor on behalf of EPS. Where the client provides their own surveys, measurements or other information in respect of the project, EPS will not be held responsible or accountable for incorrect information and reserve the right to increase the quote for any additional works as a result of this information being incorrectly provided.

Client responsibility

It is the responsibility of the client to ensure that all measures are in place to allow for uninterrupted access to the site for the contractor during normal work hours (unless otherwise agreed in writing), all official bodies have been informed and any necessary permission and consents obtained (schools, local authorities, landlords, councillors) which may be required before commencement of any works.

Site surveys are, by necessity, completed ahead of works commencing. Any site conditions agreed at time of survey remain the responsibility of The Client. Failure to prepare the grounds in accordance with survey ahead of commencement will incur additional costs including but not limited to: delayed labour charges of £260.00 per man per day, any materials already ordered or supplied, and administrations fees of £200+VAT.

Payment

- Payment terms are strictly 30 days from date of invoice (unless otherwise agreed) by BACS payment only, we do not accept cheques. Invoices will be presented on completion of all works and any agreed inspection by the client or appointed contractor/client inspector prior to sign off. Inspection and subsequent sign off will take place no more than 2 working days following notice of completion of works. Any problems will be notified in writing within this timescale.
- The payment terms for the down payment for materials (if applicable) will be requested 'by return', 7 days or 30 days from the proforma invoice date; this is dependent on lead times and scheduled start dates.
- If payment is not made on the Due Date then the outstanding debt shall bear interest at the rate of 8% per annum above the Bank of England base rate, calculated pro rata during the period from the Due Date until actual payment (as per statutory rates set by late payment legislation of 16th March 2013).
- The Company reserve the right to a late payment administration charge of £200.00 + VAT for chasing late payments, and any expenses incurred if further action is required, this includes but is not limited to legal advice, court fees and debt recovery expenses.
- You, The Client, are responsible for and agree to reimburse us for all claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of late or non-payment.
- If any Goods delivered by the Company prove to be defective the liability of the Company shall (so far as it is prevented by law) be limited to replacing the defective Goods or refunding the money to the Customer for the said Goods and the Company shall not be liable for any economic or consequential loss suffered by the customer in respect of such defect.
- Title and ownership of the materials and equipment will not pass until final payment is made. The Company can recover any materials, tools or hired items in the event of non-payment. The customer agrees to allow access to the site for this purpose.
- The Company reserves the right to withdraw from a site if the contract payment schedule is not adhered to as prescribed by The Housing Grants, Construction and Regeneration Act. Any subsequent delay will not result in any liability to The Company. Once we withdraw from site for non-payment return will be our convenience and in consideration of other projects or works being undertaken in the interim and requiring completion.
- The Company shall not be liable for failure to deliver the Goods for any reason whatsoever outside the reasonable control of the Company including, without limitation to the generality of the foregoing, industrial action, war, storm, fire, explosion, flood, governmental actions or regulation, act of God, riots, strikes, lock-

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outs, or non-availability of stocks or materials. Any failure of this type shall not affect the obligation to pay for Goods already delivered.



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