

G B Sport & Leisure

Unit 7
Oakwood Business Park
Oldmixon Crescent
Weston Super Mare
BS24 9AY
01934 628620
www.gbsportandleisure.co.uk
sales@gbsportandleisure.co.uk
01934 628620



ACKNOWLEDGEMENT

| | | |
|--|--|---|
| Customer Name & Address John Twist Corston Parish Council - Inspections c/o Laburnum Cottage The Barton Corston Bath BA2 9AL UK | Delivery Address Corston Parish Council Corston Playing Fields Meadlands Corston Bath BA2 9AS | FAO: John Twist Order Date: 09/09/2020 Your Acc No: CORSTON1 Your Order No: Email John Taken By: Jo Our Ref 11443 |
|--|--|---|

| Qty | Code | Description | Price Each | Line Total | Line VAT |
|------|------------|------------------------------|------------|------------|----------|
| 1.00 | INSPECTION | Annual Playground Inspection | 80.00 | 80.00 | 16.00 |

Due to COVID-19 please check the delivery address and advise us if your delivery depot will be open to accept delivery. If we have to deliver to a residential address this will incur an additional charge.

Please check the details of our order acknowledgement against your order requirements immediately and notify us of any discrepancies.

| | |
|-------------------|-------|
| Goods Net: | 80.00 |
| Delivery: | 0.00 |
| Order Net: | 80.00 |
| VAT: | 16.00 |
| Total: | 96.00 |
| Pound sterling | |

Registered Address: 96 Drove Road, Weston-Super-Mare, BS23 3NW

VAT Registration No: 634 5525 40
Company Reg No: 07524601

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Acknowledgement for Corston Parish Council - Inspections - CORSTON1 - Order No: 11443

TERMS AND CONDITIONS OF SALE

1. DEFINITION

In these terms and conditions:

"The Company" means GB Sport & Leisure UK Ltd and its subsidiary or related companies –
"The Customer" means the person or organisation purchasing the goods or service.

2. QUOTATIONS

Quotations are produced based upon costs provided by suppliers. As some suppliers are based overseas, fluctuations in currency and transportation costs can result in changes to costings originally calculated and therefore The Company reserves the right to withdraw or amend quotations if necessary. The Customer will be re-quoted and given the opportunity to accept or decline the new quotation prior to proceeding with the order.

3. PAYMENT

Standard payment terms for customers with agreed credit accounts are 30 Days from date of invoice for all Customers.

Orders from customers who do not have an agreed credit account will only be accepted against prepayment in full.

Any extension of time to pay shall not be effective unless agreed in writing by the Company, before the supply of any goods or services. Amounts may not be withheld or delayed by the customer for returns or otherwise, without the written agreement of the Company.

b) The Company reserves the right to charge interest on a daily basis from the date payment is due until the date payment is received. The basis of the interest will be 8% above Santander Bank's base rate from time to time in force.

c) All costs incurred in recovering overdue debts including without limitation legal expenses will be payable by the customer.

d) The Company may terminate this agreement and/or withhold further supplies in the event of amounts payable being overdue, breach of any of these Terms and Conditions of Supply or any other reason which at the discretion of the Company warrants such action.

e) Where payment for goods or services is made by credit card, the Company reserves the right to charge a 3.0% card fee. No fee will be charged if payment is made on an individual's personal debit card. Business debit cards will be liable to the 3% card fee.

f) Where goods are to be imported from abroad to fulfil an order and the goods are costed to the Company in a foreign currency, the Company reserves the right to amend quoted prices in light of currency alterations prior to orders from suppliers being placed.

g) Quotations where goods are being imported to fulfil orders are only valid for a period of 14 days (subject to clause 2f above).

4. Prices

Whilst quotations will provide prices of goods or services, as some of the products offered are sourced from abroad, we reserve the right to vary the price where the cost to us of acquiring or supplying the Goods or Services is increased between the date of the quotation and delivery to account for, without limitation, increases in the cost of Goods or Services, carriage, packaging or taxes, duties or insurance, or increases arising from a change in exchange rates. Also, a change in delivery date, quantities, pricing errors or delay caused by your instructions.

5. PROPERTY AND RISK

a) Title to any goods supplied at any time to the customer by the Company shall not pass to the customer, notwithstanding delivery of any goods or any documents representing them, until payment in full for any and all such goods supplied and all other amounts on any account whatsoever due from the customer to the Company has been made in full by the customer.

b) Until the passing of property under clause 3a) above, the customer shall be the bailee of the goods for the Company and:

i) Shall keep the goods in its possession and control, intact and in good condition;

ii) pending the passing of property in the Goods under clause 3a) above, the customer shall not dispose of, charge or encumber any of the goods or purport to do so except that the Company licenses the customer to supply the goods on arm's length terms in the ordinary course of its business.

c) For the avoidance of doubt, arms length terms will allow the customer to supply on the goods to a third party, but if the passing of property under clause 3a) above has not been fulfilled at the point of supply, the customer must make their client aware that title of the goods or service remains with the Company until full payment is received by the Company.

d) The Company shall be entitled at any time before the passing of property in the Goods under clause 3a) above, to terminate the license granted to the Customer under clause 3b) (ii) above and to enter upon the Customer's premises (or any other premises where the goods are kept) for the purpose of removing them.

e) The illegality or enforceability of any part of clause 3 shall not affect the validity and enforceability of the remainder of clause 3 and if any part of clause 3 is held not to be valid if part of the wording were deleted or modified then that provision shall apply with such modification as may be necessary to make it enforceable.

f) Goods supplied by the Company are at the customer's risk from the time they are duly delivered to the relevant delivery address or if the Customer is responsible for collecting the goods from the time they leave the Company's premises. The customer will be responsible for insuring the goods while they are at its risk.

g) If goods are supplied on a sale or return basis, unless previously agreed in writing, the details of the returns policy is stated below:-

Prior authorization is required as long as:-

6. DELIVERY

As our deliveries are normally undertaken by external carriers, we are not always able to control the timing of the delivery or, provide advance notice of the carrier's arrival.

A) All delivery times are approximates only. Exceeding the delivery time, for any reason whatsoever, shall not entitle The Customer to claims for non-fulfilment of any obligation assumed towards the Company, including any compensation, unless the Customer has evidence of intent or gross negligence on the part of the Company.

B) If the Customer is unable to accept the delivery of goods that have been ordered from the Company, then the Company is entitled to charge any additional costs of transport and storage to the Customer without any further notice.

C) If the Customer's delivery locations are unmanned for periods of time, or no person who is authorised to accept receipt of consignments is present, this should be notified by the Customer to The Company at the initial enquiry, in order that arrangements for timed deliveries can be quoted for by The Company.

D) For the avoidance of doubt, the Company will not offer to leave goods at the point of delivery, unless a specific written request is made by the Customer. The Customer takes full liability for the loss or damage of any goods delivered on such consignments.

E) Prices for delivery whether published on a price list or on the Company website, are applicable to UK mainland addresses only. For delivery to offshore or foreign addresses, a separate carriage price quotation will have to be obtained.

7. RETURNS POLICY

Any returned products must be in good clean resalable condition without defacing marks, stickers or damage. If these conditions are not met, GB Sport & Leisure UK Ltd reserve the right to return any shipment at the Customer's cost without credit.

The Company reserve the right to apply a 25% handling fee in respect of the return of products or the cancellation of orders for stocked products. Where a cancelled order is for non stocked goods or special services, the Company reserve the right to charge 100% of the invoice value.

8. COMPANY'S LIABILITY

a) The Company does not make or give any warranty, representation or undertaking as to the quality of the Goods, their correspondence with description or fitness for purpose that the Goods are not defamatory, injurious, obscene, unlawful, or in breach of copyright in any other manner whatsoever.

b) Without prejudice to the foregoing provisions of this clause, claims for any damage to or shortages in goods delivered must be notified to the Carrier and the Company at the time of delivery (if the Goods are inspected by or on behalf of the Customer at the time of delivery) or, if the Goods are not so inspected, immediately upon inspection after delivery and in both cases confirmed to the Carrier and the Company in writing within 1 day of delivery. Written notice of claims for non-delivery must be given to the Company within 1 day of the delivery date. No account will be considered if notified outside of these periods.

c) Subject to the foregoing provisions of this clause the Company will not in any circumstances be liable to the customer or any successor or assignee of the customer in respect of any loss of whatsoever nature occurring to the customer

arising from the supply of goods or from non-delivery, delayed delivery, damage to or loss of the goods owing to any act or omission by the company (including negligence) or any cause not within the company's control including (without limitation) fire, flood, accident, strike, riot, lock-out, trade dispute, industrial action, terrorism, nuclear accident, war, insurrection, act or restraint of Government.

d) The customer shall notify the Company forthwith in writing of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights in the goods covered by this invoice of which the customer becomes aware.

e) No variation to these terms and conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the customer.

f) By accepting delivery of the goods from the Company the customer acknowledges receipt and thereby agrees to be bound by these terms and conditions and further acknowledges that these terms and conditions comprise the only terms and conditions which goods are supplied and that they shall not be deemed to be, altered or varied to any extent by any previous correspondence between the Company and the customer or by provision by the customer to the Company or any other terms and conditions in respect of the Company's goods.

9. Safety surfacing – supply and installation

Polyurethane binders darken in colour in hot, sunny conditions. This can cause discolouration of the surface. This is normally temporary and the discolouration of binder wears off the surface with use. Temporary discolouration is not a defect.

All colours are subject to ultra violet light degradation and as such total colour stability cannot be guaranteed, especially with bright red, bright yellow and orange. Polyurethane bound surfaces will emit an odour when first laid. The odour will diminish with use and is not a defect.

Rubberised surfaces such as wet pour and rubber mulch, together with resin bound path products can sometimes be slippery on initial use. Care should be taken if damp ground conditions prevail when the surfaces are first used.

Rubber mulch surfacing is comprised of a relatively open matrix of shredded rubber. Air-born seeds can germinate in this matrix, resulting in vegetative growth in the surface. This is not an installation defect. Should this occur treat the affected areas with a weed killer available from any garden centre. Rubber mulch and rubber track surfaces will darken in shade over time.

Repairs to wet pour and mulch-style surfaces: it is impossible to guarantee repairs to these types of surfaces, as we are repairing surfaces laid by other contractors, as it is impossible to ascertain the strength of the original surfaces and whether or not they will continue to move in the future, which could affect the integrity of our repairs. The finished surface level of repairs may vary by up to 5mm from the surrounding surface.

Installation: Quotations which include installation are based upon above ground observations, service drawings (if available) and information supplied.

If any below ground obstructions or adverse digging conditions are encountered which affect the progress of work you will be advised immediately and asked how you wish to proceed.

10. TERMINATION

a) This agreement shall terminate forthwith if an order is made for bankruptcy of or an effective resolution is passed for the winding-up of the customer or if the customer being a company is unable to pay its debts within the meaning of Section 123 of the insolvency Act 1986 or any statutory re-enactment or modification thereof, or makes a composition with creditors or if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over the whole or any part of the assets of the customer.

b) The Company reserves the right to terminate this Agreement with the customer at any time if trading terms and conditions are violated by the customer.

c) Termination of this Agreement shall not affect any rights or obligations of the parties hereto arising prior to such termination.

11. LAW

a) All contracts under these terms shall be governed by and construed in accordance with the Laws of England and all disputes shall be submitted to the non-exclusive jurisdiction of the English courts.

b) The Company sell to business customers only. Therefore the distance selling regulations do not apply to sales made by GB Sport & Leisure UK Ltd via means of telephone, fax, e-mail & on-line. By making a purchase from the Company, you will be deemed to have accepted our terms and conditions of trading.