



Operations and Maintenance Manual

FREQUENTLY ASKED QUESTIONS
OPERATIONS AND MAINTENANCE
SOVEREIGN COMPLIANCE RPII INSPECTIONS
TERMS AND CONDITIONS



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<https://www.sovereignplayequipment.co.uk>

<https://sovereignearlyyears.co.uk>

Thank you for choosing Sovereign Design play Systems Limited for your play area requirements.

We're here to support all our clients through the entire lifetime of our products. If you need information, help or assistance we're always here for you. We've collated all our relevant information for you into one easy to use document, so you can ensure your equipment is kept in perfect condition.

If there's anything you can't find or just need some advice, please give us a call or email:

- For more information on our products and services – info@sovereignplay.com
- For anything Customer Services – customer.services@sovereignplay.com
- Telephone enquiries – 01702 291129





Frequently Asked Questions

Now that your outdoor development has been completed, we hope your children are ready to enjoy playing and exercising on it for many years to come. We at Sovereign hold ourselves to high standards throughout your works and beyond, and as such we realise you may have some questions about our aftercare and how to look after your equipment. We have detailed a few of the most common questions below for your convenience.

When can the children start the fun?

Our installation engineers will show you the completed works and ask you to sign an installation note. By signing the form, you will be confirming the works are finished.

Our installation engineers will remove the temporary orange barrier that was used during installation. They will replace it with red and white hazard tape.

Although we realise the children will be excited and want to try their new facilities, it is important all equipment and surfacing are left for a minimum of 48 hours before use. This is to allow time for the foundations/surfacing to set sufficiently. After this time, the hazard tape can simply be removed by yourselves, and the area used will be ready to use.

If the installation is carried out during the cold weather, the equipment must be left for a minimum of 72 hours to cure. Winter months are considered to be between November and February.

If it is deemed the concrete foundation/post coming loose is due to the winter months, equipment being used before the end of the curing time may require repairs. This work will be chargeable.

When will the Skip / Machinery be collected?

We use third-party companies for the hire of skips and machinery, and although these are off hired upon completion, they can take up to ten working days to be collected. We ask that if your installation engineers pass you any keys for the machinery, you keep these safe until collection is made.



When will the residual materials/waste be collected?

Depending on the logistics of our vehicles and your geographical location, this can take up to ten working days.





Can we provide feedback on the work carried out?

As a valued customer, we would like to know what you think of our service, staff and products and will send you a short survey upon completion of the works. Your feedback is appreciated and will be extremely helpful. We have included multiple channels to contact us on the first page of this document, and we also have a variety of Social Media channels that we would love to hear from you on.

Do we need to inspect the equipment / carry out any maintenance?

Routine visual inspections should be carried out daily or weekly, depending on use. However, when new play equipment is first used, the novelty of the equipment may lead to initial above-average use. With this in mind, we recommend a daily inspection is made during this period.

Certain key items must be checked on all types of play equipment in connection with supervision and maintenance routines. To assist in these routine visual inspections, we have included a simple checklist located further down this document.

Why are there cracks in the timber?

As timber is a natural product, it will continue to adapt to atmospheric conditions. It is perfectly natural for air cracking (splits) to occur. This will not affect the strength or the life of the timber adversely. During hot and persistently dry weather, air cracking is more likely to occur, and this will recede during cooler and damp weather.

Operations and Maintenance Overview

We understand this probably feels a bit like homework, but safety and aftercare can be fun too...

If after reading this, you'd like to know even more then our website contains a wealth of useful information for your future use and our in-house customer service team are here to help too.

Introduction

Thank you for choosing Sovereign Design Play Systems Limited for your play area requirements. In this section, you will find valuable information on the operation and maintenance of your equipment/surfacing. We have included information to ensure it stays in excellent condition. However, it is the responsibility of the owner/operator to carry out and record weekly inspections and maintenance.

Sovereign Design Play Systems Limited is not responsible for accidents and injuries resulting from improper use of the equipment and/or improper operation and maintenance. We strongly advise that, at a minimum, you abide by this manual and incorporate the information into your site-specific Operations and Maintenance Manual and regular operations and maintenance procedures.





Safe Play

Sovereign takes the safety of your children very seriously. The information included in this document recommends the frequency of inspection and maintenance. However, as each play area environment is different, you should evaluate, and risk assess your play area based on several factors. These include the age of users, physical ability, usage, location, and other factors specific to your site. Children should always be supervised while playing on or around the equipment.

Why We Provide This Important Information

The purpose of this document is to provide you with general instructions, advice, and information on how to inspect and maintain your equipment. Advice is given to provide a safe and enjoyable play environment, extend the life of the playground components, and conform to Sovereign Design Play Systems Limited warranty requirements.

Who should read this information?

Sovereign Design Play Systems Limited recommends that all who will be involved with the supervision, inspection and maintenance and health and safety of the play area reads this entire document.

Maintenance is the responsibility of the owner/operator, and this information should be kept for reference for the lifetime of the equipment.

Warranty Information

Our equipment is designed and manufactured to the highest quality standards. If used correctly, inspected, and maintained well, it will provide years of enjoyment. We ask that you carefully review the warranty information.

It is very important all inspections and maintenance carried out is recorded and kept in a safe place. Evidence will be required to validate any warranty claim.

During the warranty period, Sovereign Design Play Systems Limited will supply a new part at our discretion. Components supplied in a new state during the warranty period will carry the unexpired portion of the original warranty.

Please see overleaf for a full breakdown of our products and their respective warranties.





Warranties Listing

Product	Warranty Period
Installations and sub-bases (equipment and surfacing)	One year on workmanship
Timber (main components)	Twenty year against failure due to rot or infestation* <i>*Ten year warranty is offered on Residential Installations</i>
Metalwork	Twenty five year against failure (metal fatigue)
Metal Components	Five year against failure
Powder Coating	One year
Fixings	One year
Ropes (including their fixings)	One year
HDPE Plastic	Five year against de-lamination, splitting and cracking due to defects in the sheet manufacture
Thermoplastic Playground Markings (when applied to tarmac in sound condition)	Five year* for both performance and application for foot traffic (vehicle usage is not covered) <i>*In the last 12/18 months of the warranty period the markings may start to deteriorate and small fragments of plastic may work loose from the surface. These repairs are not covered under warranty.</i>
Safer Surfacing: Wetpour, Rubber Mulch, Grass Tiles	Five year* (guarantees safety properties relating to Head Impact Criteria) <i>*No warranty is offered on Wetpour Repairs</i> <i>*No warranty is offered on the colour of the Rubber Mulch</i>
Artificial Grass	Five year
Needlepunch	Seven years product and one year install
Painted Lines on Artificial Grass	Not applicable
Bark Chippings / Loose Rubber	Not applicable
Tyres	One year against failure
Traversing Walls Holds	One year against breakage
Magnetic Wall Activity Panels	One year against faults
Metal Outdoor Gym Equipment	Twenty five year on structural warranty with a two year warranty on moving parts (such as bearings) with five years paint
Polycarbonate Roof Panels	Ten year against light transmission and weather breakage (from hailstone impact only)
Rubber Toadstools	One year
Wooden Planters	Three Year
Wooden Mushrooms	One year (excludes natural shrinkage causing air cracking)
Cheshire Picnic Tables	Three year
Round Tables	Twenty year against rot/infestation
Willow Structures	Not applicable
Plastic Caps	One year (excludes loss)
Rota Nets	All metalwork has a 5-year warranty. Bearings have 3-year warranty. Central mast fixed collar has 3-year warranty. Rope nets have a 1-year warranty against failure due to material or manufacture defects. All warranties valid under normal play conditions. Moving parts must be greased regularly, at least every 3 months





Exclusions to Warranties

1. Sovereign Design Play Systems Limited have no obligation or responsibility to repair and/or replace equipment/surfacing if damaged by the following:
2. Acts of nature / God
3. Improper use
4. Surface staining due to mould growth
5. Deliberate, accidental and cosmetic damage
6. Defects resulting from work carried out by a third party
7. Subsidence caused by subsoil ground movement or shrinkage, including ground underneath surfacing
8. Timbers which subsequently rot due to being installed in areas that retain water or are prone to flooding
9. Issues relating to sub-bases, including edges of surfacing installed by a third party
10. Structural instability of existing surfaces
11. Damage caused by machinery or vehicles of any kind
12. If the owner fails to perform and document weekly inspections and maintenance
13. Metal components which rust due to geographical location
14. Any issues not reported within 10 days

Additional Information for Warranties

1. All Sovereign Design Play Systems Limited warranties are based on the equipment being maintained following the manufacturer's recommendations and BS EN 1176 standards.
2. Repairs to any equipment and surfacing carried out by others will invalidate the warranty.
3. Should any equipment be modified or relocated by another, the duty of care will be passed onto the persons involved and will invalidate the warranty.
4. Any replacement parts used which have not been provided by Sovereign Design Play Systems Limited will invalidate the warranty.
5. Care must be taken when using machinery near timbers (such as a strimmer or mower). If timber is cut, this will penetrate the preservative and lead to the onset of rot and infestation. If this should occur, it will invalidate the warranty.
6. As the rubber will expand and contract with atmospheric changes, shrinkage on Wetpour safer surfacing can occur. Up to 10mm is considered acceptable.

Duty of Care

Play provision is governed by the [Health and Safety at Work Act 1974](#) and the [Occupiers Liability Acts of 1957 and 1984](#). As a provider of play equipment, we have a moral responsibility to ensure our play equipment and the surfacing is supplied and installed to the relevant BS EN standards. Sovereign can only ensure the duty of care when workmanship has been completed by Sovereign's installation teams or by a pre-approved contractor. If an unauthorised source carries





out any work on the equipment, the duty of care would pass on and our warranties will cease to apply.

British Standard Guidelines

Sovereign Design Play Systems Limited design, manufacture and install the equipment in accordance with the requirements of British Standard BS EN 1176, and as such, the equipment should be maintained to the same guidelines.

Inspections

To validate the warranty, the frequency of inspections is to be a minimum of, as follows:

- A daily visual inspection
- A weekly routine visual inspection, with the results documented
- An yearly inspection, completed by a qualified Inspector

Routine Visual Inspection

A routine visual inspection is required to check the equipment's basic condition, especially faults due to recent vandalism, breakages and cleanliness of the area.

Routine inspections are to be carried out daily or weekly, depending on use.

When new playground equipment is first used, the novelty of the equipment may lead to initial above average use. We recommend a daily inspection is made during this period.

Suitably trained staff that have a basic knowledge of playground equipment will have the ability to identify recognisable hazards and can carry out these inspections. A written record confirming what has been inspected and when, with any findings must be kept and be readily available upon request, to ensure your Sovereign Design Play Systems Limited warranties are upheld.

To assist you in carrying out your routine inspections, we recommend the person who will be responsible for this attends a training course. RoSPA offers a one-day course which is aimed at those who are responsible for the routine (daily to weekly) inspections of play equipment. The course covers inspection techniques for basic equipment types along with legal responsibilities. We have also included a simple checklist located further down this document, to help document the inspections.

Any issues must be reported to Sovereign Design Play Systems Limited within 10 days.

Operational Inspection

An operational inspection is a more detailed inspection and will check the operation and stability of the equipment, especially for wear. The inspection will be carried out in line with the BS EN Standards. This type of inspection should be carried out every three to four months and should be completed by a competent person with an understanding of the regulations. A written record of any findings is required and should be kept in a safe place for future reference.





RPII Inspectors

While staff can carry out routine inspections, qualified inspectors are required for operational and yearly inspections. The Register of Play Inspectors (RPII) is the official UK examination, accreditation, and certification body for play inspectors. Sovereign Design Play Systems Limited inspectors are accredited to RPII and can carry out Operational Inspections on your behalf for both Sovereign and other manufacturers' play equipment and will carry out the following at a fee:

1. Inspect and review all Sovereign equipment and surfacing
2. Identify any areas of concern along with a risk assessment
3. Provide a detailed written report with suggested actions
4. Carry out minor repairs whilst on-site
5. Supply a quotation for essential repairs on other companies' equipment
6. Re-installation of loose posts
7. Tightening of fixtures, fittings, and replacement caps

Our Reports include any recommended repairs or actions that may be required while serving as evidence that you have a correct process in place to protect the safety of children using the equipment and surfacing.

Essential maintenance and repair cover are only applicable to products supplied and installed by Sovereign only during the lifetime of the Sovereign compliance agreement and is limited only by the expected lifetime of the products.

- All equipment and surfacing supplied and installed by Sovereign
- All labour costs
- All defects in materials and workmanship
- Reinstallation of loose posts
- Tightening and replacement of fixings
- Repairs to surfacing edges
- Touching up damaged paintwork
- Repair or replacement of damaged tyres
- Repairs to polycarbonate roofs and guttering





Sovereign Compliance – Inspection, Maintenance and Repair Package

Introduction

Your play equipment is an investment and needs to be maintained to the highest standard to prolong its life, value and most importantly safety. For your peace of mind, our Sovereign Compliance Packages offer a complete service for the inspection, reporting and essential maintenance of outdoor play equipment. This gives you complete visibility on the status of your equipment, notifying you early on of any concerns before they become larger issues.

 **SOVEREIGN** Compliance

Package Pricing

Additionally we can offer pricing for singular visits and repairs. Contact us today for details.

PAY VIA DIRECT DEBIT			PAY VIA STANDARD PAYMENT		
3 Years of cover £242 /PER ANNUM BEST VALUE	2 Years of cover £256 /PER ANNUM	1 Year of cover £269	3 Years of cover £269 /PER ANNUM	2 Years of cover £284 /PER ANNUM	1 Year of cover £299

Inspections

Carried out by our RPII (Register of Play Inspectors International) certified inspectors, we will thoroughly assess the condition of your play equipment and the surrounding environment, highlighting any areas of concern. Our inspectors will also review your existing weekly inspection and maintenance records.

Maintenance

All our Inspectors are also fully trained in repairs and maintenance, meaning where possible minor works will be resolved during your inspections. Works including, but not limited to:

- On a returning visit re-fortification of loose posts
- Replacement of caps
- Tightening of any fixtures & fittings
- Minor repairs





Reports

After each inspection you will receive a comprehensive report detailing any concerns, along with suggested next steps. We clearly list all your covered play equipment and with photos highlight our findings. Our reports serve as evidence that you have a complete process in place protecting the safety of children around the equipment.



Sovereign Compliance has helped us extend the life of our playground, saving us thousands that would have otherwise gone towards refurbishments. Above all, the regimented reports put me at ease for our children's safety.

Paul Davidson
Head Teacher





Terms and Conditions

- The Maintenance and Repair agreement shall commence after the first Sovereign Compliance Inspection and will be subject to Sovereign equipment and surfacing being of reasonable condition. An inspection is necessary before any essential maintenance and repairs are undertaken.
- Inspections are carried out only by RPII operational level inspectors, who work to the latest British Standards adopted by the play industry. All inspectors have Disclosure and Barring Service (DBS) checks on record and can inspect/work in the play area whilst children are present if necessary.
- We will require uninterrupted access to the areas/equipment at all times. Should you require our inspectors to avoid certain times of the day to carry out the inspections/work, we must be advised at least 7 working days before any visit.
- Essential maintenance and repair cover are only applicable to products supplied and installed by Sovereign, and only during the lifetime of the Sovereign Compliance agreement. It will be limited by the expected lifetime of products.
- Should you choose to take advantage of one of our packages, additional inspections can be arranged on request at £99.00 plus VAT per inspection.
- Each Package provides continuous peace of mind. The minimum term of any Sovereign Compliance Package is 12 months. Notice of termination of contract is required a minimum of three months prior to the last day of the agreement.

Exclusions

- Other company products – Inspections and reports are carried out in the Sovereign Compliance Plus+ option
- Acts of God
- Improper use
- Surface staining due to mould growth
- Deliberate, accidental, and cosmetic damage
- Defects because of work carried out by a third party
- Subsidence caused by subsoil, ground movement or shrinkage
- Issues relating to sub-bases, including edges of surfacing not installed by Sovereign
- Structural instability of existing surface
- Damage caused by mechanical equipment such as mowers and trimmers
- If the owner fails to perform and document regular inspections and maintenance
- Component parts (including ropes)
- Zip-Wire Inspection and Re-Tensioning is only available with an additional charge (£449 per Zip-Wire)





Equipment and Material Details

Timber

Most of the timbers used in the production of our play equipment are specially selected softwood machine round poles. They have a high-quality sanded finish combined with chamfered tops following BS EN 1176. The raw material is sourced from well managed sustainable forests and certified under FSC.

Timber Protection Treatment

These timbers are kiln dried before being pressure treated to BS8417 standards with an Osmose Celcure preservative process system.

*Please note, we no longer use ACQ treatment, a water-based preservative or CCA, or an arsenic-based preservative treatment in our timber equipment.

Rot and Infestation

Any visual signs of rot or infestation should be reported to Sovereign, upon receipt of a report. A full inspection by one of our RPII Qualified Inspectors will be required.

The result of this inspection will confirm if rot or infestation has occurred, and suitable action will be recommended, including monitoring regimes, repair and, if required, replacement timber components.

The inspection will also identify probable causes of decay and infestation. Please note, any signs of decay and infestation caused by altering, cutting, drilling, and shaping of the timber retrospectively could expose the timber unnecessarily. This would result in an invalid warranty.

Special attention should also be given to maintaining the grounds around the timber equipment. When using machinery near timbers (such as a strimmer), if the timber is cut this will penetrate the preservative and lead to the onset of rot and infestation, which will invalidate the warranty.

Splintering

In the event of air cracking, the timber itself will generate splinters. These can be easily remedied with a quick rub using glass paper along the crack.

As part of your maintenance, additional sanding may be required from time to time to keep any splintering to a minimum.



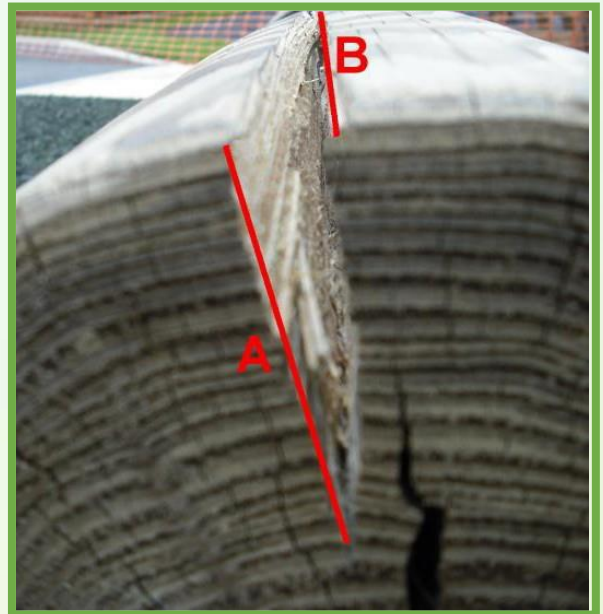


Air Cracking in Timber

As timber is a natural product, it will continue to adapt to atmospheric conditions. It is perfectly natural for air cracking (shakes) to happen. Should this occur, it will not affect the strength or the life of the timber adversely. During hot and persistently dry weather, shakes are most likely to occur. These will recede during cooler/damp conditions.

The depth of a shake should not be more than half of the diameter of the timber (dimension A) however, the length of the Shake does not matter (dimension B).

As stated in the British Standards EN1176, splits into single pieces of wood shall not be considered as finger entrapments where the gap diminishes towards the centre of the wooden part.



Our 200mm diameter Step Up Logs and Log Walk Logs are supplied in Landscape Grade. This type of timber is only used for stepping and therefore has no structural requirements placed on them. Because it is landscape grade, it may well open more than 8mm under extreme conditions which is still normal.





Ropes

All ropes used in the production of our play equipment are made by bonding galvanised steel wire within a polypropylene fibre. This process creates a strong, durable rope, which is resistant to vandalism, fraying and harsh elements. This makes it perfect for use outdoors. All fixings included are stainless steel. Damaged or badly worn ropes, chains, and connectors, such as D shackles and Quicklinks, should be replaced as soon as possible.





Fixings

All fixings used in the installation of our play equipment are zinc coated to prevent rust and keep the strength of the fixing intact. We counter-sink all the holes within our timber, meaning the bolt is fixed and covered with a rigid plastic cap to ensure safety and to prevent vandalism.

Damaged fixings should be replaced immediately, whereas damaged or missing caps should be replaced as soon as convenient (charges may apply).

To tighten fixings, the plastic cap will need to be removed carefully using a screwdriver, box spanner or long reach socket, tighten as necessary, then refit the plastic cap. The fixings must not be over tightened, as timber expands and contracts depending on atmospheric conditions.





Tightening Equipment Fixings



Countersunk Cap



Raised Donut Cap

DO NOT OVER-TIGHTEN during hot and dry conditions. During cooler damp weather, the timber will expand again, and over-tightening may result in damage to the timber or fixings.

Carefully remove the countersunk cap, or the cap top on the raised donut with a small flathead screwdriver to prevent damage. When replacing the caps use a wooden or rubber mallet to gently tap into place.

Use a 13, 15 or 19mm Box Spanner or Long Reach Socket to tighten or loosen nuts, bolts or coach screws. The size required will depend on the size of the fixing used.





Gym Outdoor Fitness Equipment

Use a spray lubricant on all moving parts and check that restrictor blocks/limiters are working correctly. You should use touch up paint on chips and scratches. Tighten any loose bolts or nuts and replace caps. Check for damaged or missing caps and replace accordingly.

Whilst the safety standard does allow for some resistance, the definition of what is allowed is very specific and a conscious effort has been made to not include any additional resistance in any of the equipment. This allows the equipment to be accessible to users of different abilities. The equipment does not offer any resistance in addition to that created by the user's body weight and the fixed weight of the unit itself.



Traversing Wall Holds

Check that all holds are firmly in place and in good condition. If tightening is required, carry out, as necessary. Check holds for damage caused by wear or vandalism. Damaged holds should be replaced.



Rubber Toadstools

Our rubber toadstools have a one-year warranty and are maintenance-free. However, we recommend regular cleaning.





Tyres

Check for splits and exposed wire caused by wear or vandalism. You should periodically paint the tyres with approved black paint as this will reduce black marks on clothing. Damaged tyres must be replaced for safety reasons.

Wooden Mushrooms

Wooden Mushrooms have a one-year warranty, but not against natural shrinkage causing air cracking. Regular maintenance, such as sanding and applying a preservative will be required.



Magnetic Wall Activity Panels

You should regularly check that the magnetic surface remains clean and free of dirt. Should any magnetic pieces be dropped, they need to be thoroughly cleaned of grit and dirt before re-using. By doing this, you will avoid scratching of the panel surface.

NB: The Plain Wall Panels are for use in conjunction with magnetic pieces only and not marker pens, as this will damage the surface.



Thermoplastic Plastic Markings

Our thermoplastics playground markings are non-toxic, extra reflective, free of lead and chromates and have excellent self-cleaning abilities. Vehicles should not be driven over the markings as this will cause the material to crack and the markings to lift. Repairs for this are not covered by our warranty.

During hot weather, it is normal that the thermoplastic material may soften slightly, and objects (such as chairs) should not be placed on the markings as this may cause indentations which are not covered by our warranty.



Metalwork

Damage caused to any galvanised surface should be sanded and then touched up using an approved zinc/aluminium enriched paint. Any other painted surface should follow the same process. However, you should only use approved primers, undercoats and finishing paints that have been formulated to comply with the [Toys \(Safety\) Regulations](#).

Any bare metal should be sanded to remove loose scale or rust before painting. The manufacturer's recommendations should be followed for the coatings you have chosen.



Metal Components are either made from stainless steel or steel that has been put through pre-treatment processes to provide non-toxic, weatherproof, and extreme atmospheric resistance properties. Metal components are powder lacquered with a polyester-type coating.

Slides

Some materials, in particular metal, may become hot during warm, sunny weather and care should be taken at this time.

Should slides become marked by the rubber soles of shoes, we recommend removing any residue as below:

Plastic Slides

Wipe the slide with a clean cloth and a small amount of car polish.

Fibreglass Slides

Wipe slide with a clean cloth and a small amount of acetone.



Space Nets

Maintenance is restricted to retightening only. This is very important to ensure the net will last many years.

After approximately two weeks of the initial installation, the net will need to be retightened by us. Further retightening may be necessary. This will usually be up to a maximum of three times. After this period the net should be maintenance-free, although we still advise that occasional inspection is carried out.



To retighten the net, the protective covers need to be removed to expose the four tensioning screws. The slack in the net is to be taken up evenly until the net is taught. When fully tensioned, the net must not be able to touch the ground midway between any two anchorage points when stood on.

Rota Nets

Maintenance is restricted to checking the top and middle bearings are free running. Tightening all fixings that attach the net to the Rota Net should be carried out when required.

Consumables

Parts that are subject to constant movement may eventually show signs of wear and tear. Although every effort is made to design our components to last as long as possible, spares may be required within the product's life span. We hold a stock of most spare parts which can be dispatched promptly.



Surfacing Artificial Grass

To keep your artificial grass surface in its best possible condition, and to ensure its longevity, it is important to carry out some minimal maintenance. All work should also be documented. The images on the right show before and after the artificial grass has been brushed with a “Power Brush”. Sovereign offer this as a service, call us anytime to arrange a visit.

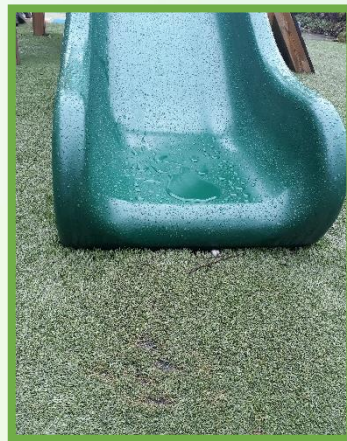


To achieve the best out of your grass surface, it will need to be brushed with a soft bristle brush at least once a month to make sure the pile remains standing upright. For large areas we recommend the use of an “artificial grass power brush”. These can be cordless, mains or petrol powered. If only maintaining a small area, then the use of a manual “Fake Rake” will work well but is more labour intensive. Without this maintenance the grass will wear in high use areas as shown in the slide image below. Please be aware that a lack of good maintenance can affect your warranty.





It is extremely important to remove any debris daily to reduce the risk of moss or weed growth on the top of the surface and ensure good drainage.



Painted Lines (on Artificial Grass)

Any painted lines on artificial grass will eventually fade. The paint coating wears off over time, and this will depend on usage, and as such, no warranty is offered.



Maintenance of Needle-punch Surfacing

When Needle-punch is first laid it has a layer of sand that will wear in with use. This is to ensure the best longevity of the surface.



Needlepunch Surfacing requires minimal maintenance, which will not need special equipment or training. To keep the surface in optimum condition, and to ensure maximum lifespan, the following maintenance should be carried out:



1. To maximise the durability of the surface, it is important to maintain the level of sand within 2mm of the top of the pile. Normally, this will involve redistributing the sand that is already in the pile as it gets displaced. Use a stiff brush to even out the spread of sand. This is particularly important in higher wear areas. In exceptional circumstances, it may be necessary to top-up levels of sand. Where this is deemed necessary, the sand should be kiln-dried and have a particle range between 0.25-1.00mm, with a rounded or sub-rounded shape.

N.B. All sand should be applied when dry, otherwise, it will be difficult to work it into the pile. You may find that sand sits on the surface to start with, but this will soon work into the pile through rain, wind and foot traffic.

2. Remove debris, leaves and rubbish from the surface by light brushing. Particular attention should be paid to this if there are surrounding trees or bushes.

3. Any grass around the perimeter of the surface should be kept short using either a strimmer with a nylon blade or a cylinder mower.

4. During routine maintenance of any surrounding grass areas, clippings or seeds may blow on to the surface. It is important that the surface is brushed after such works. The clippings or seeds can germinate and grow into the surface. In the event of this happening, the affected area should be treated with a proprietary, non-oil base weed killer. Similarly, if the area becomes infected with moss, then this should be treated with a non-oil based proprietary moss killer and removed with a stiff brush.

Grass Tiles

Grass Tiles may be subject to movement and subsidence if the existing grass/soil surface is soft, loose, suffers from poor drainage or is prone to flooding during periods of inclement weather. They should be checked as part of the routine visual inspection.

Where the Grass Tiles show signs of subsidence or subside below the existing grass/soil surface, the following action is required:



1. Remove all remaining pegs and cable ties from the tiles within the affected area.
2. Remove the Grass Tiles and stabilising membrane [if fitted].
3. Rotovate and compact the affected area.
4. Replace turf or reseed as required.



5. Re-install the membrane and grass tiles ensuring they are all tied in and secured with cable ties and pegs.

If the ground is compressed through use, and the grassroots pull the tiles and stabilizing membrane down, but with no signs of subsidence, the retaining pegs may remain in their original position and stand proud of the tiles. The following action will be required:

Using a rubber or wooden mallet, all retaining pegs standing proud should be driven back into place below the finished level of the tiles.

Loose Fill Pits

Check there is no evidence of broken glass or foreign objects in the bark or rubber mulch pit, especially when raking.

Loose-fill surfaces requires regular forking over and raking to maintain an adequate depth. We recommend this be carried out every 7 to 10 days.

Periodical topping up is advised as soon as the required depth can no longer be maintained.

Should surfaces not be maintained properly, grass and weeds may grow through the surface.

N.B. Sovereign Design Play Systems Limited do not lay a membrane in loose-fill pits under 300mm as the membrane can loosen and cause a trip hazard.



33.

Bonded Rubber Mulch

Bonded Rubber Mulch is a low maintenance surface compared to other loose-fill products. However, as with any surface, good maintenance and cleaning will enhance the longevity and cosmetic appearance. All maintenance carried out should to be documented.

Shredding

A small amount of shredding of the Rubber Mulch from the top layer of the surface, is quite normal throughout its life.

Routine Cleaning and Inspection

Over time, the surface may get covered with dirt, debris, and a small amount of loose rubber, (minor dislodging of rubber shred is quite normal). Any litter leaves and other detritus material on the surface needs to be removed daily. This will ensure you avoid the debris rotting down and potentially impeding drainage or reducing surface traction.

Hand Brushing

The surface can be cleaned with a soft or semi-stiff brush to break down surface dirt. Do not aggressively brush off surface debris, as this is more likely to dislodge any loose rubber on the surface. By doing this, you will grind in fine vegetation material between the bonded rubber.

Power Brushing

The best method for removing surface debris is to use a powered leaf blower.

Washing the surface

In most cases, the use of cleaning agents is not required, however, from time to time, stubborn stains may require a light application of household or commercial detergents. Corrosive materials,



like bleach, should never be used, however, a light detergent is an option in the diluted form as per the manufacturer's instructions.

Thoroughly wash the surface to rinse off any detergent and dirt, using a water hose and spray nozzle, or power washer set on the fan setting only. It is important that the power spray nozzle is not too close to the surface. Make sure the spray is kept to a low/medium setting, to avoid dislodging any rubber shred from the surface.

Weed and Grass Migration

No matter how much care is taken, weeds may occasionally appear on the surface, usually as a result of windblown seeds. A small number of weeds can be removed by hand without damaging the surface. If weeds are removed by hand, it is important to ensure that the full root of the weed is extracted, not broken off.

Some weeds are more prolific if they are simply cut off at surface level. If the weeds are deep-rooted, it is advisable to kill them off with an appropriate weedkiller. Localised areas of self-set weeds can be treated with domestic weed killers, without causing damage to the surface. Oil-based weed killers should not be used.

Leaves, tree flowers, pine needles and other detritus, should not remain on the surface for any length of time. If this happens, they will rapidly rot down, forming a drainage-inhibiting 'skin' within the surface, resulting in the growth of algae, moss, weeds, and grass. Special attention should be taken to the migration of grass cuttings. All grass cuttings should be immediately removed to avoid germination.

Drainage

The Rubber Mulch has excellent drainage properties as its extremely porous, making it an ideal all-weather surface. However, consideration needs to be given to the drainage qualities of the existing surface that the new bonded Rubber Mulch will be laid on top of. Poorly drained areas and spaces that are prone to hold water will benefit from an appropriate drainage system before installation. Without sufficient drainage, it can lead to soil erosion beneath.

If the surface underneath the Rubber Mulch does erode, and water gathers underneath, the surface can act as a sponge and attract the muddy water to the top of the surface. This area should be allowed to dry. Children should avoid using this space, as it will accelerate the problem. Small, localised repairs can be made, but they are not covered under your warranty.





Colour Transfer

Rubber Mulch is a colour coated surface. Over time, the colour will darken due to physical wear and weathering. With usage, the colour coating will wear off and expose the natural black rubber, which may result in the carbon black transferring on to clothing and footwear.

Sovereign Design Play Systems Limited offer a re-colouring service.

Please contact our Customer Services department on 01702 291129 for further information.

Snow and Ice

Snow and ice are not harmful and will eventually melt. Brushes or rubber edged scrapers may be used to carefully remove snow, whilst metal shovels or scrapers will damage the surface and should not be permitted.

Chemical de-icing agents or rock salt/grit must not be used, as these are harmful to the surface. We would recommend a non-salt base urea mix, such as ice melt.

The surface is likely to become slippery after initial installation, and in conditions when a film of moisture overlays the surface, e.g. when dew or frost is present. Whilst care should be taken, this will wear off as the children continue to use the surface.

Colour

The colour of the Rubber Mulch will fade over time with UV light, age and weathering. It is very hard to match the colour should you wish to extend or add to the area later.

We would always recommend a contrasting colour, regardless of the age of the surface.





Wetpour

Routine maintenance will ensure that the playing surface is kept clean and delivers consistent performance.



Maintenance Schedule

It is important that you have a maintenance schedule in place.





Weekly Actions

Clear leaves, rubbish, and debris from the surface. Remove any new weeds, moss, or algae. Inspect the whole surface for signs of damage and seek advice from the manufacturer as required.

Bi-Annual Actions

Check for moss and algae growth, food stains, shoe marks, and then clean as appropriate. Inspect the whole surface for signs of damage, seeking advice from the manufacturer as required.

Essential preventative steps

- Sweep leaves and other detritus from the surface.
- Jet wash the surface to prevent any accumulation of an
- impervious skin on the surface that may impair drainage (maximum of a medium setting).
- Ensure that only appropriate footwear is used on the surface. High
- heeled shoes, studs and spikes are not appropriate.
- Inspect surface for signs of damage and arranging remedial
- repairs promptly.

Keeping the Surface Clean

Leaves, flowers, pine needles and other debris should not be allowed to remain on the surface for any length of time. These rapidly rot down, forming a drainage-inhibiting 'skin' within the surface, providing a growing medium for algae, moss, and weeds.

Discolouration

When Wetpour is first laid, there may be an appearance of a yellow tint on the top of the surface. This is caused by the formation of transparent crystals from the resin during the curing process which causes light to refract.

This effect is most noticeable with colours such as blue and eggshell, and although this cannot be prevented, it is only a temporary effect. With usage, the top layer of resin will wear down and reveal the true colour of the rubber granules. Some coloured rubbers are more sensitive to ultraviolet degradation than others.





Staining

EPDM rubber is reasonably UV stable and is much less likely to suffer from the transfer of stain related ingredients as tyre rubber. However, it is a recycled material and still contains quantities of carbon black. Therefore, it should not be considered to be non-staining.

Stain Removal

Most stains can be easily removed with a solution of hot (not boiling) water, and certain household detergent e.g., washing-up liquid. The removal of chewing gum can be affected using a freezing aerosol. Heavy oil marks can be removed with a cloth and methylated spirits.

Dips and Undulations

Dips and undulations are usually caused through wear and tear, or on occasion, by movement in the ground underneath the surfacing. Repairs will depend on the cause of the issue.

Shrinkage

Shrinkage and lifting at the edges can occur as the rubber expands in hot weather, and contracts in cold weather. Over time, this constant flexing can pull the surface away from the edge.

Shrinkage up to 10mm is considered acceptable.

Perimeter Band Repairs

Perimeter Band Repairs are common in the UK, as the rubber will expand and contract with atmospheric changes. The shrinkage of the rubber can use the surface to pull away from the perimeter edge. Up to 10mm shrinkage is normal.

The perimeter shrinkage usually needs to be cut back, so that the existing surface, and often a contrasting colour, is chosen to make it look like a feature.

The durability of a perimeter band repair will depend on the surface it joins to. If the surface is old, shrinking or crumbling, this may cause the join to fail.

The difference in age between the old surfacing and new repair is often the reason for failure. The new material is stronger and may cause the join to split and damage the surrounding surface.





Breedon Gravel

Potholes

Potholes may occur if the surface is damaged, or if water cannot drain away. Repairs should be carried out as soon as it appears.

Weed Growth

Should any weed growth occur, you should spray the area with a water-based weed killer. You should never pull the weeds up out of the gravel, as this will loosen the bonded surface.

Areas that are constantly shaded, or only ever lightly used, may be susceptible to moss. For these areas, use a water-based weed killer or moss remover. Apply to the affected area when dry (and no rain expected for a few days), using either a watering can with a rose, a sprayer, a roller, or a soft brush.

This should take a few days to start working, then use a light rake to loosen the moss and sweep away. However, take care not to put too much pressure on the surface and loosen up the Breedon Gravel itself.

Drainage

Always ensure that drains and gullies are kept free of debris to allow free draining of any surface water.

Winter Maintenance

For best results, ensure that the autumn leaves are removed from the surface by using a blower or a vacuum. Alternatively, a very soft broom can be used to gently sweep off the surface leaves. Never use a coarse, hard brush.

Surface Appearance

Breedon Gravel scarifies with use, leaving a dressing of surface chippings. However, as a matter of personal choice, the loose chippings can be swept from the surface using a very soft broom. This will result in a smoother finish. The process should be repeated, as the surface will naturally scarify with use.





Parasols, Shade Sail Canopies & Gazebo Blinds

- Never place a BBQ or similar heat source directly beneath the sail.
- The fabric is not heat resistant and could melt. Smoke laden fat can also build up in the fibres of the fabric and catch alight or discolour the material permanently.
- Protect the product from sharp instruments or hot sparks from electrical tools. It is advisable to not permit tradesmen to work beneath or above the sail without first asking what they intend doing.
- Do not allow the sail to come into contact with rust, petroleum based solvents, strong acids, alkalis or chlorine-based products.
- Do not drag the sail, or any part of it, over rough ground, or concrete.
- If your sail is over any part of a swimming pool, do not allow it to come into direct contact with pool water. Be very careful when removing or fitting the sail. Wash thoroughly with clean water immediately if immersed in pool water.
- Do not allow branches of trees or other foliage to come into contact with the sail. Always prune enough back so that in high winds these will not touch the sail.
- Be sure to fasten all shackle connection pins tightly using an adjustable spanner or screwdriver. Ensure they are not loose and regularly check them, especially following high winds.
- Report any loose or frayed thread, fabric faults or connection difficulties as soon as they are noticed.
- An yearly inspection of the shade sail is recommended as this will highlight any small problems before they become bigger issues. Therefore, prolonging the life of the fabric. Loose shade sails are more prone to damage. Without optimum tension, the fabric could be irreparably damaged, and the support structure may suffer as a result. Rectify any loose corner fittings immediately.
- Gazebo Blinds must be raised during high wind/snow and bad weather. The blinds are not designed to withstand extreme weather. Sovereign accept no duty of care for an incidents which occur due to blinds in place during such weather conditions.
- Shade sails must be lowered during high wind/snow and are not designed to withstand extreme weather loading. Sovereign accept no duty of care for any incident which occurs due to sails being in place during such weather conditions.

Over the years the stitching can give way due to being broken down by the sun, this should be checked and repaired as and when required.





Cleaning

Cleaning is recommended every 6-12 months. This will ensure all environmental residues are removed to increase the life of the fabric while reducing the likelihood of stains or growth. These include mould on the fabric. To clean the fabric, you should use a light, and low concentration detergent in conjunction with a soft bristle brush. Work the soap into the fabric and leave for 15-20 minutes. Then you should rinse the fabric. Use a light-duty pressure washer. You should not spray the fabric directly with a high-pressure hose as this could damage the fabric.

Snow Instructions

Shade Sail Canopies are engineered to take a snow load of up to 15kgs m². It is impossible to say how deep the snow will be at this weight, so you must remove the snow from the structure, so it does not reach this level.

During winter months, it is advisable to de-tension and remove the fabric during periods of snowfall. Any snow on the fabric needs to be removed (using a broom).

High Winds / Snow

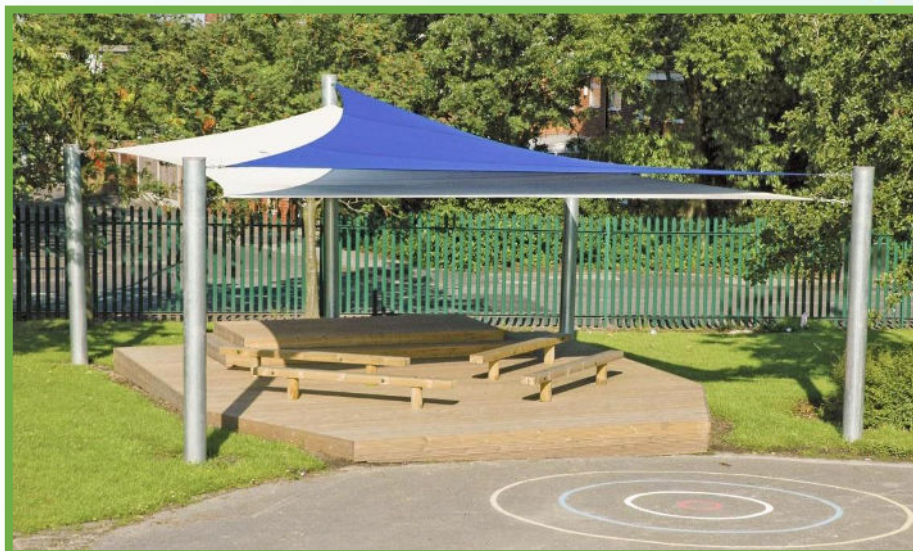
The fabric must be lowered during high winds/snow as they are not designed to withstand extreme weather. Sovereign accepts no duty of care for any incident which occurs due to fabric being in place during such weather conditions.



UMBRELLA



SHADE SAIL



Living Willow Structure

The following guidelines are simple and easy to follow and require minimal time and effort. Following these simple guidelines will ensure your living willow structure grows and thrives year after year.

Watering

In normal British springtime, on most soils, there is adequate moisture in the soil to ensure the good establishment of your willow structure. However, due to recent climate change, this cannot be relied upon as before.



During a dry spring (from March onwards), give the soil around the structure a thorough soaking. A leaky pipe around the whole structure is an ideal method or put a sprinkler on for a few hours or even overnight. Move the sprinkler periodically to cover the whole structure.

When established, willow structures are very resilient but check for signs of stress during extended dry hot periods, and on dry soils (leaves turning yellow and dying in summer) and water, as necessary. Mulching with membrane and/or wood chip or similar will help to conserve moisture in the soil and minimize watering requirements.



Weeding

Ideally, your willow structure will have been planted through a weed-suppressing membrane. In this case, weeding will be minimal. Remove any weeds by hand, including grass, that are emerging through the planting holes. Repeat this until weeds no longer appear.

If no membrane has been used, then you will have to weed by hand regularly to minimise competition for water, nutrients, and light. Willow will often grow in the presence of weeds but will not thrive as well as it would without competition.

Trimming

There are several options for maintaining your willow structure.

1. To keep the shape of the structure throughout the growing season, the shoots need trimming 2 to 3 times. Shears or powered hedge trimmers are suitable. You may trim lightly or hard according to preference but remember some leaves should be left on during the growing season.
2. A good time to trim is early June and late July, and a hard trim in winter before new spring growth. This method maintains the shape of the original structure, encourages even growth, and helps to maintain structural integrity. It is the best maintenance method for healthy, long-living willow structures and is strongly recommended.
3. As the shoots grow longer, weave them back into the structure. This is an enjoyable activity, particularly for children. The structure may eventually become choked causing some dieback. Most plants prefer free circulation of air and light, willow is no exception.
4. Allow the shoots to grow during the growing season and then harvest the rods in the winter. The rods may be up to 10ft long and useful for craftwork.

Pests

Large black aphids are sometimes found on willow. These do not cause the willow to suffer in any way but may attract wasps in the late summer which feed on the aphids' excretions. Children tend to dislike wasps, and this will ruin their experience.

The aphids can be dealt with by trimming that part of the willow with the aphids on, and then disposing in sealed bags. If this is not practical, they may be sprayed with a soft soap or washing up liquid solution several times, until most are destroyed.

With good, timely maintenance, your living willow structure is likely to last for decades, providing endless hours of enjoyment.





Routine Inspection Check List

Date

Site Name

Checked by

Position

Equipment

A written record confirming what has been inspected and when, with any findings, must be kept and be readily available upon request. By keeping these records, you will be ensuring your Sovereign Design Play Systems Limited warranties are upheld.

Certain key items must be checked on all types of play equipment in connection with supervision and maintenance routines.

Due to atmospheric changes, timber can shrink and expand. Therefore, bolts and screws are to be tightened, as necessary. Loose bolts can cause serious safety issues and are always a potential risk. This is especially the case in wooden constructions, and those with moving parts. Check that no bolts or screws are missing. A hole means a screw or bolt is has been mis-placed

PTO for Printable Form





General Area

- ☐ Play equipment and play area is clear of rubbish, foreign objects and kept clean.
- ☐ Correct ground / surface clearances are being maintained.

Equipment

- ☐ Foundations are not exposed, loose in the ground or cracked.
- ☐ Fixings are tightened and have no protruding sharp edges.
- ☐ Surface finishes have no sharp edges, damage, splinters, rust or other deterioration.
- ☐ Welds show no sign of visible cracks or corrosion.
- ☐ Components are secure and there is no excessive movement between them, which could lead to finger traps.
- ☐ Any visual signs of rot or infestation.

Safer Surfacing

- ☐ Check the surfacing is not compacted, damaged or waterlogged.
- ☐ Ensure there are no sharp objects or contaminates.
- ☐ Clear surfaces of any weeds, foreign objects, and rubbish.





- ☐ All Grass Tiles should be inspected as per the routine inspection schedule, and the retaining pins pushed back into place or removed if appropriate.
- ☐ If a loose fill surface, ensure its raked and at the correct thickness

Rope Components consist of the following

- ☐ Eyebolts.
- ☐ Shackles and Links.
- ☐ Ropes themselves.
- ☐ Ensure that all ropes are not frayed, damaged and have no protruding wires.
- ☐ Check that all the fixings are tight, in place and have no protruding sharp edge.

Payment Terms and Invoicing

Pro-forma

All privately funded establishments ordering for the first time will be on pro-forma payment terms.

Prompt payment

If you selected the prompt payment price on your quotation, this will be based on a 25% deposit payment having been received. It will be payable by return with the balance payments being received by Sovereign promptly on completion of work.

15-day payment

If you have selected our 15-day payment terms, this will be subject to full payment being received by Sovereign within 15 days of completion of work.

Process Invoicing

Depending on the products and services you have selected, you may receive invoices from us as at different stages of the work, as and when it is completed. Each balance payment will be required within your agreed payment terms, but do not worry, as they will all add up to the total order value originally agreed.

Early Invoicing





Should you need an invoice ahead of works being completed to assist in organising payment, an early invoice can be issued. Before holiday periods, early invoices will be issued as standard to customers who have work due to be carried out and completed during the holiday period.

[Sending invoices](#)

Invoices will be sent to you by email from our Accounts Department. They will then contact you to ensure you have received the invoice(s), and to check that everything is satisfactory for payment to reach us within the agreed terms.

[Late payment and charges](#)

Please refer to our terms and conditions section for details.





Terms and Conditions

It shall be the duty of Sovereign Design Play Systems Limited (known hereafter as 'the Company') to provide you with the goods and services following the order confirmation provided to you and the terms and conditions ("T & C") as laid out below.

1 Definitions

1.1 "Authorised Person" means the person who places the order, and who is duly authorised by you to enter a binding contract with us.

1.2 "We, Our or Us" means the Company whose registered office is 40 Towerfield Road, Shoeburyness, Essex SS3 9QT. Registered number is 5024016, a company registered in England.

1.3 "Contract" means the contract between you and us, (in whatever terms for the supply of Goods and/or provision of Services), to which these T&C's relate, (whether incorporated, appended or attached).

1.4 "Goods" means the Goods that we have agreed to supply you, (including but not restricted to the equipment and parts) as shown on the order confirmation.

1.5 "Order", your order for the Goods and/or Services as set out in your purchase order.

1.6 "Order Confirmation" means the document provided by us upon receipt of the order, which confirms your order. You are obliged to return signed by an authorised person, and if it is not returned within 48 hours of your receipt, the order confirmation shall be deemed accepted by you. You will have no ability to cancel the contract without liability to us as set out below.

1.7 "Order Value" means the price set out on the order confirmation.

1.8 "Site" means the premises where the Goods are to be supplied and/or installed by us.

1.9 "Services" means the Services that we have agreed to provide you, (including but not restricted to installation and any other preparatory or ancillary

work), as shown on the order confirmation.

1.10 "T&Cs" means these terms and T&Cs or any subsequent variation thereof.

1.11 "You or Your", the person, company, firm, or entity being party to the contract, and to whom Goods are supplied and/or Services are provided.

2 Offer and Acceptance

2.1 The order constitutes the offer by you to purchase the Goods and/or services by these T&Cs, and you shall ensure that the order is complete and accurate and has been placed by an authorised person.

2.2 The order will not be accepted until we issue you with the order confirmation, which will confirm the existence of the contract.

2.3 You are responsible for ensuring that the order confirmation provided by us accurately reflects the Goods and/or Services that you wish us to supply to you and to notify of any discrepancies within 48 hours of your receipt.

2.4 These T&Cs shall apply to all Goods and/or Services provided by us to you. This excludes all other terms and T&Cs, including any T&Cs that you may purport to apply to the contract under any purchase order that you supply. No variation of these T&Cs shall be binding unless agreed in writing by us and attached hereto.

2.5 The company's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by us in writing, and in entering the contract to purchase Goods and/or Services you acknowledge that you do not rely on any such representations which are not so confirmed.

2.6 If the goods are to be manufactured, or any process is to be applied to the goods by the company in accordance with a specification submitted by you, you shall indemnify us against all losses, damages, costs and expenses incurred by us in connection with the settlement of any claim for infringement of any patent, copyright, design right, trademark or other





intellectual property rights of any other person which results from our use of your specification.

2.7 The company reserves the right to make changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirements.

3 Commencement Date and Delay

3.1 You shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery by us, (including outside normal business hours), and you must ensure that an authorised representative is present at the time of delivery to ensure access to the site and to authorise and enable the delivery of the Goods.

3.2 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate contract into which these T&Cs shall be incorporated. Failure by the Company to deliver any instalment shall not entitle you to treat these T&Cs as repudiated.

3.3 Any dates quoted for delivery, or installation of the Goods are approximate only and the company shall not be liable for any delay in the delivery or installation of the Goods howsoever caused. This includes any delay caused by Force Majeure Event because you fail to provide us with adequate delivery instructions or any other instructions that are relevant to the supply or installation of the Goods. Time for delivery shall not be of the essence unless previously agreed in writing by us.

3.4 The company may install or deliver the Goods in advance of the quoted delivery date upon giving you reasonable notice and may also deliver at a date earlier than the proposed installation date. You must advise us at the time of placing your order if this is not acceptable, as subsequent variations may affect the delivery date, installation date and price.

3.5 If the company fails to deliver the Goods (or any instalment) for any reason other than reasons beyond our control, or your fault, we are accordingly liable to you for the delay. Our liability shall be limited to the excess (if any), of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

3.6 If You fail to take delivery of the Goods, fail to give us adequate delivery instructions at the time stated for delivery, or fail to permit us to install the Goods, then the company reserves the right to:

3.6.1 Store the Goods until delivery to you and charge you for the reasonable costs (including insurance) of storage; and/or

3.6.2 Sell the Goods at the best price readily obtainable, and after deducting all reasonable storage and selling expenses, or charge you for any shortfall below the agreed price.

3.6.3 Charge you an abortive fee of £200 per half-day or £475 per full day, deemed to exclude all applicable VAT. We will reschedule your delivery and/or installation. There may be a consequential delay and charges applied.

4 Access for Installation

4.1 You must ensure that an authorised representative is present at the site at the time of installation, or any preparatory work being carried out to ensure access to the site and provide confirmation as to design and layout.

4.2 We will cordon off the installation area using temporary orange fencing (during works, replacing with barrier tape upon completion). If You require more substantial fencing, you must advise us timeframe before the agreed delivery date, the order confirmation and price will be altered accordingly.

4.3 Any dates quoted for installation, or any preparatory works are approximate only and we shall not be liable for any delay howsoever caused. Time for installation shall not be of the essence unless previously agreed in writing by us. Where We need to change an installation or preparatory work date, we will provide you with at least 24 hours' prior written notice, whenever practical.

4.4 You acknowledge that installation of floor markings, surface and other specialist goods are completed by different teams and may not take place on the same day as installation of the Goods.





4.5 You acknowledge that we may need access to the site outside of normal business hours.

4.6 Although we shall take reasonable steps to avoid causing damage to floor, surfaces, and access routes. We shall not be liable for such damage (unless caused by our negligence or wilful default) when you have permitted us to access such floor, surface, or access routes.

5 Limitation of Liability

5.1 We warrant to you that any Goods purchased from us are of satisfactory quality, and reasonably fit for purpose for which Goods of their kind are commonly supplied and will be useable for a minimum period of 12 months from delivery, provided they are maintained following the relevant maintenance guidelines that we or the manufacturer of the Goods may provide.

5.2 We shall not be liable for the failure of the goods to comply with the warranty set out in clause 14.1 if:

5.2.1 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or

5.2.2 you alter or repair such Goods without our written consent; or

5.2.3 The defect arises because of fair wear and tear, wilful damage, negligence, or abnormal storage or working T&Cs.

5.3 Our liability for losses you suffer because of us breaching the contract is strictly limited to the purchase price of the Goods you purchased.

5.4 This does not include or limit in any way our liability:

5.4.1 For death or personal injury caused by our negligence;

5.4.2 Under section 2(3) of the Consumer Protection Act 1987;

5.4.3 For fraud or fraudulent misrepresentation; or

5.4.4 For any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

5.5 We are not responsible for indirect losses which happens as a side effect of the main loss or damage, and which are not foreseeable by you and us. Including, but not limited to any or all the following: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data, waste of management or office time, however arising and whether caused by tort (including negligence). Breach of contract or otherwise; provided that this clause 5.5, shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 5.1 or clause 5.2, or any other claims for direct financial loss that are not excluded by any of the provisions of this clause

5.6 Except as set out in these T&C, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

5.7 These T&Cs shall apply to any repaired or replacement Goods supplied by us.

5.8 No claim for damage in transit, shortage of delivery or loss of Goods shall be accepted by the company for consideration unless:

5.8.1 In respect of damage in transit or short delivery, you provide notice to us within three days of receipt of the Goods, and within five days thereof send a complete claim in writing to us: and/or

5.8.2 In respect of loss of Goods, you provide notice to us in writing within ten days of the date of the consignment of the Goods, send a complete claim in writing to us: and

5.8.3 A written claim under this clause shall state the advice note number, condition of the package, date consignment received and extent of damage or shortage.

5.9 All leaflets, specifications, drawings and particulars of prices, weights, dimensions, colours, and performance issued by us are approximate only and are not intended to form the basis of any contract between you and us.

5.10 You undertake to comply with the General Goods Safety Regulations 1994 to the extent that they apply to the Goods.





5.11 It shall be your responsibility to advise us of any issues known to you in respect of the surface to which the Goods will be affixed, and if it is later determined that such issues were not declared, we shall have no responsibility for any remedial works and/or losses.

5.11.1 You undertake to indemnify the company in respect of any, and all claims arising from the Goods being unsafe because of your activities.

5.11.2 You agree to monitor the safety of the Goods once installed, to pass on any information on the risks of the Goods and to co-operate in any action we may decide to take to avoid those risks.

5.11.3 You acknowledge receipt of any important health and safety notification that we may provide relating to the installation of the Goods and associated floor markings.

5.11.4 We will provide the Goods following BSEN 1176/1177, We do not warrant or represent that the Goods will comply with any other standard or quality mark.

5.11.5 Except in respect of death or personal injury caused by our negligence, the company shall not be liable to you because of any representations (unless fraudulent). This includes compliance with any instruction or consent given by you, or on your behalf by an Authorised Person, or any implied warranty, condition or another term, or any duty at common law or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply or installation of the Goods or their use by you. Our entire liability under or in connection with the contract shall not exceed 110% of the price of the Goods, except as expressly provided in these T&Cs.

6 Passing of Property and Risk

6.1 Whilst risk in the Goods shall pass to you from the time of delivery, legal and beneficial ownership of the Goods shall remain with us until we have received payment in full, in respect of all sums owing from you to

us.

6.2 Until such time title of the Goods has passed to you, you shall:

6.2.1 keep the Goods separate from your property that of any third party, and identified as being the property of the company;

6.2.2 Until title of the Goods has passed to you, you shall: (a) hold the Goods on a fiduciary basis as our bailee; (b) store the Goods separately from all other Goods held by you, so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, and (e) notify us immediately if it becomes subject to any of the events listed in clause 13.1. If before the title of the Goods passes to you, you becomes subject to any of the events listed in clause 13.1, or we reasonably believe that any such event is about to happen, we will notify you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into other Goods, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods, and if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored to recover them.

6.3 Without prejudice to our warranty set out at clause 14, you must notify us within 48 hours of delivery if the Goods are defective or damaged or the delivery is short.

6.4 If you engage any works to be undertaken to Goods supplied by us by any third party not authorised by the company, the company will have no further responsibility or provide any warranty for the Goods and will not be responsible for any claims.

6.5 All transportation charges relating to the return of Goods will be borne by you unless otherwise agreed in writing, and the risk in the Goods shall remain with you until the Goods are received by us. Any Goods so returned are despatched by you at your own risk.

6.6 You shall not be entitled to reject part only of the Goods delivered following these T&Cs.





6.7 Any claims against us for Goods not credited or replaced, will only be considered where you can provide proof of delivery to us.

6.8 The company will at our discretion, replace whenever possible, goods found to be of faulty manufacture after examination provided that the Goods have been returned following these T&Cs. We will return goods after examination if they are found to have no fault or defect.

7 Instructions

If the signing-off of our installation of Goods is dependent on a third party (e.g., Council, H&S Executive), you must inform us upon placing your order and this will be confirmed in the order confirmation as subsequent and later notification may affect the delivery date, installation date, price, and payment terms.

8 Cancellation of Order

8.1 No order confirmation once provided by us may be cancelled by you without our written consent once returned duly signed by an Authorised Person or after a period of 48 hours has elapsed following your receipt of the order confirmation, save for as set out in clause 8.3 below.

8.2 If an order is cancelled by you within 48 hours of your receipt of the order confirmation, and our written consent is provided for the cancelled order, we are entitled to charge You a fee of 25% of the Order value, to a maximum of £1,000.

8.3 If an order is cancelled after 48 hours from your receipt of order confirmation, and our written consent is given for a cancelled order, we are entitled to charge you a fee of 50% of the full order value.

9 Defects

9.1 Any claim by you which is based on any defect in the quality or condition of the Goods, or their failure to correspond with the specification or the installation of the Goods, shall be notified to us within 48 hours of the date of delivery. Alternatively, (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, but not more than one year after delivery and such Goods, shall be returned with a written

notification. The notification must state the nature of the fault of each item, and the invoice number for each item.

9.2 If delivery is not refused, and you do not notify us accordingly, you shall not be entitled to reject the Goods. We shall have no liability for such defect or failure, and you shall be bound to pay the order value as if the Goods had been delivered following the order confirmation.

9.3 Where any valid claim in respect of any of the Goods, which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to us following these T&Cs, we shall be provided with the first opportunity to repair or replace the Goods (or the part in question) free of charge or, at our discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you;

9.4 If you require Goods to be returned to us because you claim that the Goods are in breach of clause 14.1, you must first contact our customer services team. For the avoidance of doubt, if any specific part of the Goods supplied is in breach of clause 14.1, your entitlement is for us to inspect that or those parts, and not the entire Goods.

We will arrange for an examination of the Goods to take place either at the place of delivery or the place of installation of the Goods, and we will notify you whether we will repair or replace the Goods if they are defective, or whether we will provide a refund. If we are to provide you with a refund, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day, we confirmed to you that you were entitled to a refund for the defective Goods.

Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you, and the cost incurred by you in returning the item to us. If the Goods are collected by us, you will not receive payment for the costs incurred by us in collecting the Goods.

Goods returned for any other reason may be collected by us, although we will levy a collection charge which shall be confirmed to you in writing by our customer service team when the collection is arranged, or if the Goods to be returned can be returned by you directly, there will be a minimum charge of twice the delivery rate appropriate for the delivery location and an





administrative charge equal to 5% of the order value plus VAT. Such charges shall be confirmed to you by our customer service team.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.5 Where a defect is notified to us in accordance with the provision set out above, and you have not yet paid the full price, you shall be entitled to retain up to 10% of the Price until the defects have been remedied.

10 Charges and Payments

10.1 Any price quoted on our order confirmation shall be deemed to exclude all applicable VAT unless otherwise stated. You shall, on receipt of a valid VAT invoice from us, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods. We will update our order confirmation to reflect any increase in the cost to us, which is due to any delay caused by your instructions, any change to those instructions or failure to provide adequate instructions.

10.2.1 If you (client) refuse a collection, delay a collection, or otherwise prevent a timely collection of any skips, spoil, machinery, or other equipment or materials, and this in turn puts our collection date over 10 working days, this cannot be used to delay payment for work completion. In these instances, collection of payment will be required as normal for completion, with collections being carried out at the nearest available time confirmed by both parties.

10.3 All sums due to us shall be payable in cleared funds within the timeframe agreed and as confirmed to you by us within our order confirmation. If you fail to pay all sums due to us on the due dates for payment then without prejudice to any other rights the company may have, the company shall be entitled:

10.3.1 To cease taking further orders from you and withhold further delivery of Goods for existing orders.

10.3.2 To demand immediate payment of all or any sums invoiced to you by the company, whether due at the date of the demand or not.

10.4 Payment shall be made by you without deduction or set-off and shall be made notwithstanding any

delay in obtaining such sign-off of the instalment by any third party (e.g., Council, H&S Executive).

10.5 If any minor or remedial issues about the delivered Goods are reported following clause 9.1 above, you may retain a maximum of 10% of the contract price, until such time that the minor or remedial issue has been resolved.

10.6 Where we have agreed on a special discount, payment, or other terms with you, these shall be strictly subject to your compliance with these T&Cs, and such T&Cs shall cease and revert to our standard terms upon your non-compliance.

10.7 We shall be entitled to charge interest (calculated pro-rata daily and claim compensation on overdue accounts from the date payment is due following the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the date of actual payment.

10.8 If Goods are credited, it will be at the invoice price stated on the return application sheet and agreed by us in writing.

10.9 If during the services provided by us and/or the provision of any Goods to be supplied, it is determined that due to unforeseen circumstances, additional costs will be incurred due to additional Goods and/or services being required. We will notify you in writing of the additional costs, and you will be liable to cover such additional costs to enable the original services and/or Goods to be provided.

11 Guarantees and Intellectual Property

11.1 We shall make reasonable endeavours to pass on to you the benefit of any guarantees or warranties given by any manufacturers of the Goods.

11.2 We hereby grant to you a non-exclusive and non-transferable licence to use such of our intellectual property rights as may be reasonably necessary for you to comply with your obligations under the contract. Such licence shall terminate automatically upon your completion of the final act required of you to comply with such obligations.

11.3 If any claims are made or any action brought against you in respect of any infringement of an intellectual property right by the use or sale of Goods supplied by us, you must immediately give us written notice with full particulars of such claim or action.





12 Entire Agreement

These T&Cs (together with the terms (if any) set out in the contract, the order confirmation constitutes the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

13 Termination

13.1 If you become subject to any of the events listed in clause 14.2, or we reasonably believe that you are about to become subject to them, then without prejudice to any other rights we may have, we shall be entitled:

13.1.1 to withhold delivery of any undelivered Goods and to stop any Goods in transit and the installation of the Goods

13.1.2 We reserve the right to cancel the contract or suspend any further deliveries under the contract without any liability to you, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13.1.3 To enter upon your premises and take possession of the Goods; and/or to re-sell the Goods or such of them as we deem necessary to recover the amount due and payable to us, together with any costs incurred by us in taking such steps and you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

13.2 For the purposes of clause 13.1, the relevant events are:

13.2.1 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts, or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or have no reasonable prospect of so doing. In either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has a partner to whom any of the foregoing apply;

13.2.2 You commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors;

13.2.3 Being an individual, you are the subject of a

bankruptcy petition or order;

13.2.4 a creditor of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

13.2.5 Being a company, an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over you;

13.2.6 Being a company, a floating charge holder over your assets has become entitled to appoint, or has appointed an administrative receiver;

13.2.7 A person becomes entitled to appoint a receiver over your assets, or a receiver is appointed over your assets;

13.2.8 any event occurs, or proceeding are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to 13.2.8 (inclusive);

13.2.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business;

13.2.10 Your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfil your obligations under the contract has been placed in jeopardy.

13.3 We will not be liable to you or deemed to be in breach of contract by reason of delay or failure to perform any of our obligations if the delay or failure due to acts caused beyond our reasonable control.

Warranty

14.1 We make no express warranties, and specifically disclaim any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, concerning the performance of services and/or the supply of Goods under these T&Cs to the extent permissible by law.

14.2 We do not guarantee, and nothing contained in these T&Cs shall be construed as a guarantee, that the services performed or to be performed by us will achieve any projected level of results.





14.3 Should you for any reason need to make a warranty claim, you must complete and return a claim form which can be obtained by contacting us.

Confidentiality

The parties agree not at any time during or after the term, to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the other party to the contract except as permitted by law or with the other party's consent.

Force Majeure

16.1 The company shall not be liable for any default (or be deemed to be in breach of contract) by reason of any delay due to any occurrence beyond its reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, omission, or accident beyond our reasonable control and includes (without limitation) the following:

(a) Strikes, lockouts or other industrial action. (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. (e) Impossibility of the use of public or private telecommunications networks. (f) The acts, decrees, legislation, regulations, or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close, or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

General Matters

17.1 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.2 If any provisions of these T&Cs are held by any competent authority to be invalid or unenforceable in

whole or in part, the validity of the remainder shall not be affected.

17.3 These T&Cs and the contract, shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts.

17.4 These T&Cs do not purport to confer a benefit on any third party.

17.5 The contract between you and us is binding on you and us and on our respective successors and assigns.

17.6 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

17.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

17.8 We have the right to revise and amend T&Cs at any time to reflect changes in market T&Cs affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities.

17.9 You will be subject to the policies and terms, and T&Cs in force at the time that you order Goods from us. Unless any change to those policies or these T&Cs is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these T&Cs before we send you the written confirmation following clause 2.3. In which case, we have the right to assume that you have accepted the change to such T&Cs unless you notify us to the contrary within 48 hours of receipt by you of the Goods.

Notices

18.1 Any notices required or permitted to be given by either party to the other under these T&Cs shall be in writing addressed to the other's principal place of business.







Company Name

Sovereign Design Play Systems Limited

Registered Address

40 Towerfield Road,
Shoeburyness,
Essex
SS3 9QT

Company Registration No

5024016

Company VAT Registration No

832 5102 64

Insurance

Public Liability: £10,000,000

Professional Indemnity: £5,000,000

Employers Liability: £10,000,000

