

# Terms and Conditions

## 1.1 Definitions

**Conditions:** the Terms and Conditions set out in this document as amended from time to time in accordance with Clause 8.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or organisation who purchases the Goods from the Supplier.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** the Customer's Order for the Goods, as set out in the online order form.

**Supplier:** North Yorkshire Council, Civic Centre, St Luke's Avenue, Harrogate, HG1 2AE.

- 2.0** The Order constitutes an offer by the Customer to purchase the playground inspection in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.1** The Customer agrees to keep us up to date with any changes in your contact details
- 2.2** Annual playground inspection reports will be sent to the last email address notified to the Company. To protect yourself all changes in contact details must be in writing (eg. email, letter).
- 3.0** The Supplier shall deliver the inspection at the location set out in the Order or such other location as the parties may agree.
- 3.1** Inspection is completed on producing the report
- 3.2** Transfers are not permitted. To change a booking from one course to another, the original booking is cancelled, and a new booking is to be made.
- 3.3** You will not be notified in advance of the time or date of the inspection
- 4.0** The inspection is undertaken by RoSPA and is in accordance to their terms and conditions.
- 4.1** Inspections are undertaken with reference to the appropriate standards. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If RoSPA think a change is needed, then this is noted in the report.
- 4.2** The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards.

- 4.3** Where planting or trees are mentioned in the report, please be advised that We do not undertake any arboricultural, horticultural or suitability or condition.
- 4.4** The Supplier will not be responsible for the replacement of any stolen, vandalised, or damaged Goods within the play area.
- 4.5** RoSPA has a legal duty of care to report all issues that they consider might have a measurable impact on site safety.
- 4.6** It is the duty of the Customer to consider all issues contained in an inspection report and take appropriate action, having assessed for yourselves the risks reported, the financial implications, and the practicality under local circumstances
- 5.0** The price of the Goods shall be the price set out in the Order.
- 5.1** Payment of the inspection is required in advance when the Customer places the Order via the online booking form.
- 5.2** The Supplier reserves the right to refuse an Order from the Customer for whatever reason and whenever it is deemed necessary
- 5.3** The cost of any repairs will be borne by the Customer.
- 6.0** The restrictions on liability in this Clause 6 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 6.1** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence
  - (b) fraud or fraudulent misrepresentation
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979
  - (d) defective products under the Consumer Protection Act 1987
- 6.2** Subject to Clause 6.3, the Supplier's total liability to the Customer shall not exceed the amount paid for the Goods.
- 6.3** This Clause 6 shall survive termination of the Contract
- 7.0** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 8.0** The Supplier reserves the right to amend these terms and conditions at any time with the current version available to the Customer at the time of purchase.
- 9.0** The Supplier shall comply with any notification requirements under the Data Protection Act 2018 ("DPA") and both parties shall duly observe all their obligations under the DPA, which may arise in connection with this Contract.

**10.0** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.