

## TERMS AND CONDITIONS

### 1 DEFINITIONS

"the Company", "RoSPA", "we" or "us" shall mean RoSPA Play Safety (Playsafety Ltd), or any agents or employees thereof.

"You" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing inspection, training or consultancy services from the Company.

The Company's activities are carried out under an exclusive licence arrangement with RoSPA, trading under such licence as RoSPA Play Safety.

### 2 GENERAL

2.1 By ordering Services You are agreeing to these Terms & Conditions.

2.2 We reserve the right to update these Terms and Conditions at any time.

2.3 You agree to keep us up to date with any changes in your contact details. This includes the provision of a working email address that You regularly check.

2.4 Annual inspection reports and invoices will be sent to the last address notified to the Company. To protect yourself all changes in contact details must be in writing (e.g. email, letter).

2.5 You undertake that all details You provide to the Company for the purpose of ordering services are true and correct.

2.6 You and We are protected by statutory (legal) rights, according to the laws of England and Wales. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

2.7 The Company shall be entitled to process your data and maintain it on the Company's database. Our privacy policy, giving details of why and how we use your data are contained within our privacy policy available here: <https://www.rospace.com/help-information/privacy/>

### 3 ACCEPTANCE

3.1 Any instructions received by the Company from You for the supply of inspection, training and consultancy services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

### 4 CANCELLATION

#### 4.1 Inspections

4.1.1 Cancellation of orders within 24 hours of commencement of work will normally be subject to full fee.

4.1.2 Cancellation of orders for inspections may be made by telephone but must also be immediately confirmed by email.

4.1.3 If on reaching a site for inspection, on a date previously agreed with You, the inspector finds the site not complete, is unable to gain access to the site or is unable to inspect for any other reason outside of our control, the full fee shall be payable.

#### 4.2 Training at a RoSPA Playsafety Venue

4.2.1 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. Usual cancellation and booking fees apply.

4.2.2 Cancellation must be made by email. Notice of cancellation will be taken as the date of receipt of written confirmation.

4.2.3 The following charges apply once a booking has been confirmed:

- More than 6 weeks prior to the event - 25% of course fee plus £25 admin fee + VAT
- 3 - 6 weeks prior to the event - 50% of course fee plus £25 administration fee + VAT
- Less than 3 weeks or closer prior to the event - 100% of course fee + VAT
- 100% of the course fee will be payable for non-attendance on the day.

4.2.4 We reserve the right to cancel or postpone courses if there is insufficient interest.

4.2.5 In the event that a course is cancelled You will be notified and We will refund any monies paid.

4.2.6 We cannot be held responsible for any costs incurred due to a cancelled event.

#### 4.3 Training on Clients' Premises

4.3.1 Cancellations must be made by email. Notice of cancellation will be taken as the date of receipt of written confirmation.

4.3.2 The following charges apply once a booking has been confirmed:

- More than 3 weeks prior to the event - 25% of course fee plus £25 admin fee + VAT
- Less than 3 weeks prior to the event - 50% of course fee plus £25 admin fee + VAT
- 5 working days (or closer) prior to the event - 100% of course fee + VAT

We reserve the right to cancel or postpone course. In the event that a course is cancelled You will be notified and We will refund any monies paid. We cannot be held responsible for any costs incurred due to a cancelled event.

### 5 PAYMENT

5.1 Unless otherwise agreed payment for the Company's services shall be made in full on or before the 30<sup>th</sup> day after the invoice date.

5.2 A credit or administration charge may be charged on any amount owing after the due date at the rate of 5% per month calculated on a daily basis.

5.3 Any expenses, disbursements and legal costs incurred by the Company in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

5.4 The Company's preferred method of payment is by BACS or CHAPS.

5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.6 Receipts will be issued by email only on request

5.7 If You are based outside the UK You will be required to make payment in advance. Independent, non-public bodies based in mainland Scotland, the Scottish islands, N Ireland and the Channel Islands may be required to pay for our services at the time of booking. If payment is due in advance the Company will let you know and an invoice will be raised upon receipt of your order. Payment will be required before any confirmation of a booking can be issued.

### 6 PAYMENT ALLOCATION

6.1 The Company may at its discretion allocate any payment received from the Customer towards any invoice that the Company determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated.

### 7 INSPECTIONS

#### 7.1 AUTOMATIC ORDERS AND APPOINTMENTS

7.1.1 When automatic orders (for play area inspections to be undertaken annually until further notice) are placed, it is your responsibility to notify the Company of any change in contact details.

7.1.2 The Company will send out a reminder email or letter to the latest notified contact address, regarding the inspection, approximately 40 days before the earliest scheduled date for the inspection.

7.1.3 Unless the Company is notified in writing before the start of the scheduled month the inspection will take place and You are responsible for payment of the relevant charges.

#### 7.2 Appointments

7.2.1 Where an appointment is requested (a fee is payable) the inspector will make every reasonable attempt to contact You to arrange a suitable time.

7.2.2 The Company cannot be held responsible where it was not possible to make an appointment.

7.2.3 In the event of an appointment request it is essential that You provide a contact telephone number which will normally be answered during working hours.

#### 7.2 Inspection Methodology

7.2.1 The inspections are undertaken using the RPII's inspection methodology.

### 7.3 Compliance with Standards

7.3.1 Inspections are undertaken with reference to the appropriate standards, which are listed next to each item. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If we think a change is needed, then this is noted in our report. Non-compliance does not necessarily mean that a change is needed. Where a standard is undated the current version is applied, unless overlap periods are allowed by the standards committee at the time of update. The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards. Other standards referenced within the listed standards do not form part of this inspection.

7.3.2 The listed standards are relevant to all installations of equipment which are publicly accessible, including public parks, pay to play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks and the like. All equipment used in publicly accessible areas should meet with the requirements of the relevant listed standard. Additionally, EN 1176-7 provides guidance on installation, inspection, maintenance and operation to owners/operators of equipment and ancillary items.

7.3.2 Domestic equipment falls outside the scope of standards for publicly accessible spaces. Domestic play equipment has its own standard (BS EN 71 – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report, but compliance may be assessed to the applicable standard relating to publicly accessible equipment.

7.3.3 Compliance with standards is not always a clear-cut thing. Some interpretation can be needed, and our interpretation may differ from the interpretation of others. In some cases, we may decide not to note non-compliance in cases where we think it may mislead or be unhelpful so to do.

### 7.4 What We Inspect

7.4.1 Annual and Post Installation inspections will take into consideration compliance with current standards and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area up to 3.0 metres around, or the fence line if closer.

7.4.2 Operational inspections only take into consideration defects related to wear and vandalism. Routine visual inspections (if undertaken) relate only to the most obvious defects such as broken or missing parts, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

7.4.3 The inspection is non-dismantling, non-destructive and does not include for any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

7.4.4 The inspector will access all standing surfaces as necessary on the equipment and assess all parts up to 2.5m above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment. Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document to ensure as far as is reasonably practicable the continued safe use of the items concerned.

7.4.5 The owner/operator is responsible for the overall safety of the equipment and area.

7.4.6 Inspectors who are trained to use ladders may use them where it is safe to do so, but if members of the public are present on-site ladders may not be used to access the equipment.

### 7.5 What We Don't Inspect

7.5.1 The inspector will not undertake any of the following works unless specifically agreed in writing at the time of order:

7.5.1.1 Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of impact absorbing properties of any surfaces.

7.5.1.2 The identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection or the inspection of any equipment (or part thereof) that is underground.

7.5.1.3 Tightening any bolts, hinges or other fixing devices on any apparatus or equipment.

7.5.1.4 Assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment.

7.5.1.5 Assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming).

7.5.1.6 The owner/operator should have a 'design risk assessment' provided by the manufacturer/designer of the area for the equipment and location in which the facility is installed.

7.5.1.7 We have inspected without dismantling or destruction and so some aspects of the relevant standards may not be testable on site.

7.5.1.8 The operator is responsible for managing risks of their provision and is required by law to carry out a 'suitable and sufficient assessment' of the risks associated with a site or activity and this inspection shall be considered as contributing to the operator's discharge of this responsibility.

## 7.6 Exposure to Risk

7.6.1 Exposure to acceptable levels of risk and challenge is essential to children's development and allows them to exercise their right to play. Therefore, it can be judged that levels of risk above low risk can be acceptable. The risk scores shown allow the operator to make a judgement after first considering the benefit of the activity to which the risk score relates.

## 7.7 Ownership

7.7.1 There may be cases where we report issues that are not the site owner's responsibility. It is not necessarily possible for us to determine who owns what, and in any case we need to bring all risks to your attention if they can affect the safety of the site's users.

## 7.8 Contemporaneous Findings

7.8.1 Our report shows the findings at the time of inspection. Subsequent events may affect the condition of the site.

7.8.2 Suggested remedial actions are based upon our knowledge and experience.

7.8.3 The owner/operator should seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

## 7.9 Timber

7.9.1 Where timbers are set into the ground it is not always possible to determine levels of decay.

7.9.2 The owner/operator should ensure it conducts appropriate inspections to identify decay before it becomes a problem.

7.9.3 We can undertake more in-depth testing of your playground timbers using a resistograph.

Timber is known to decay from the inside out. This makes it very important that you ensure proper testing and inspection is undertaken of your playground timbers, especially where defects may be hidden inside the structures. Testing using a resistograph can help to identify defects before they become outwardly apparent, but can also confirm the condition of good timbers to prevent premature replacement with its associated costs.

The testing is undertaken using a specialist machine, which uses electronically controlled drill resistance measurement. The drill is fine enough that it does not cause permanent damage to reduce the lifespan of the equipment. Please contact us for pricing and further information.

## 7.10 Planting and Trees

7.10.1 Where planting or trees are mentioned in our report please be advised that we do not undertake any arboricultural, horticultural or toxicological assessment of suitability or condition.

7.10.2 You must ensure you undertake suitable inspections from an appropriate expert.

## 7.11 How This Inspection Contributes to Your Annual Main Inspection

7.11.1 The owner/operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facility.

7.11.2 The inspection guidance is listed in Table 1, with an indication of which parts will be included in your RoSPA inspection [the items in the first column are the items which comprise an "Annual Main Inspection", the second column shows which elements form part of a RoSPA inspection, items with a cross are not included, some items may have limitations as shown in the notes to the Table 1).

7.11.3 The standards also contain additional parts which the owner/operator should follow.

**Table 1**

<b>Inspection Recommendations of relevant standards</b> <b>These form the Annual Main Inspection</b>	<b>Included in RoSPA Inspection?</b>
6.1 and 6.2 c) Inspect and maintain in accordance with the manufacturer’s instructions (see note 1)	✗ [1]
6.2 a) Identify obvious hazards	✓
6.2 b) Check for operation, stability and wear (see note 2)	✓ [2]
6.2 b) Check sealed for life parts	✗
6.2 b) Check for cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity (see note 2)	✓ [2]
6.2 c) Overall levels of safety of equipment	✓
6.2 c) Overall levels of safety of foundations (see note 2)	✓ [2]
6.2 c) Overall levels of safety of surface (see note 3)	✓ [3]
6.2 c) Compliance with the relevant parts of the standard (see note 4)	✓ [4]
6.2 c) Undertaking the responsibility of the operator’s periodic, systematic assessment of the effectiveness of all their safety measures (BS EN 1176-7, 8.2.1)	✗
6.2 c) Effects of weather	✓
6.2 c) Presence of rot or corrosion (see note 2)	✓ [2]
6.2 c) Assessment of repairs made/added or replaced components (see note 5)	✓ [5]
6.2 c) Excavation/dismantling/additional measures	✗
6.3.1 Assessment of glass reinforced plastics (see note 6)	✓ [6]
6.3.2 Maintenance of one post equipment (see note 2)	✓ [2]
<p>N.B. The clause numbers above are taken from BS EN 1176-7. The content is equally applicable to all other relevant standards.</p> <p>Notes</p> <p>[1] Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator’s overall Annual Main Inspection as detailed in the relevant standards</p> <p>[2] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested for with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment</p> <p>[3] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on annual inspections</p> <p>[4] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment</p> <p>[5] The operator should use manufacturer’s recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance</p> <p>[6] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.</p>	

## **8 TRAINING**

### **8.1 Fees**

8.1.1 The Company reserves the right to alter fees at any time.

8.1.2 All fees quoted are exclusive of VAT which must be paid in addition to the quoted fee, at invoice date, chargeable at the standard rate then in force.

8.1.3 Fees quoted in Course Information Booklets do not include travel costs and expenses for courses on client's premises. These will be recharged to the client on completion of the work.

8.1.4 We invoice upon course completion. Attendance and RPII certificates will be issued upon receipt of full payment of invoice.

8.1.5 If You are based outside the UK, You will be required to make payment before the course date. An invoice will be raised upon receipt of the booking form and payment will be required before any confirmation of a booking can be issued.

### **8.2 Course Literature**

8.2.1 Course literature is copyright and may not be reproduced without permission.

### **8.3 Delegate Substitutions**

8.3.1 Delegate substitutions are accepted prior to the start of the course with no additional charge

### **8.4 Examinations**

8.4.1 Where examinations (whether by an internal or external examining authority) form part of, or are taken following a course, no refund of fees can be given in the event of a candidate failing to reach the standard required.

8.4.2 Examiners' decisions are final.

8.4.3 Where examinations take place on behalf of an external body, examination certificates will be held by the Company and not forwarded until payment in full is received by the Company.

8.4.4 All reasonable adjustments to provision will be made to ensure that learners with a learning difficulty, disability and/or a medical condition that affects their learning are not substantially disadvantaged.

8.4.5 If You have a learning difficulty, disability and/or a medical condition, please ensure that we know what You need so that we can make all reasonable adjustments to help You succeed.

### **8.5 Accommodation**

8.5.1 We are unable to book accommodation for a client

## **9 USE OF WEBSITE CONTENT**

9.1 We aim to keep [www.rospea.com/play-safety](http://www.rospea.com/play-safety) up to date but we don't provide any guarantees, conditions or warranties that the information will any or all of the following: current; secure; accurate; complete; or free from viruses.

9.2 We are not liable for any loss or damage that may arise from using [www.rospea.com/play-safety](http://www.rospea.com/play-safety). This includes: direct, indirect or consequential losses; any loss or damage caused by civil wrongs (including negligence); breach of contract or otherwise; the use of [www.rospea.com/play-safety](http://www.rospea.com/play-safety) and any websites that are linked to it; the inability to use [www.rospea.com/play-safety](http://www.rospea.com/play-safety) and any websites that are linked. This applies if the loss or damage was foreseeable, arose in the normal course of things or You advised us that it might happen. This includes (but isn't restricted to) the loss of your: income or revenue; salary, benefits or other payments; business; profits or contracts; opportunity; anticipated savings; data; goodwill or reputation; tangible property; intangible property, including loss, corruption or damage to data or any computer system; wasted time.

We may still be liable for: death or personal injury arising from our negligence; fraudulent misrepresentation; any other liability which cannot be excluded or limited under applicable law.

## **10 LOGO**

10.1 You are not permitted to use or copy the RoSPA logo or RoSPA Play Safety logo.

## **11 DUTY OF CARE**

11.1 The Company has a legal duty of care to report all issues that they consider might have a measurable impact on site safety.

11.2 It is your duty 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.

## **12 FORCE MAJEURE**

12.1 The Company shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control, such as extremes in weather, storm damage, disease, Acts of God, actions by any governmental authority (whether valid or invalid), governmental laws and regulations not presently in effect, fires, floods, windstorms, explosions, riots, natural disasters, terrorism etc.

12.2 Failure by the Company to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations the Company has under this contract.

12.3 If any provision of any contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.