

1. Planning, quotation and construction:

- 1.1 Sizes indicated on any quotation or any plans produced by TreeSaurus are approximate and are for your guidance only. The size and design may vary as construction takes place.
- 1.2 The Client is responsible for providing TreeSaurus with all relevant information, drawings and existing Architectural surveys of the proposed site. So that any possible under ground obstacle, pipes, cables and utilities can be avoided during the design and construction of the structure. TreeSaurus cannot be held responsible for any accidental damage or injury caused if this information is not supplied.
- 1.3 The planning authorities class playgrounds/structures as permanent features and therefore do require planning permission. TreeSaurus reserves the right to check with the client's local authority on such issues as Conservation status, height restrictions and Tree Preservation Orders. **We also strongly recommend the client informs their neighbours of their intentions, the client being solely responsible for any issues arising.**
- 1.4 All drawings, plans, elevations or illustrations relating to current or future quotations, or created during any revisions are protected by Copyright of TreeSaurus and may not be reproduced, utilized for construction purposes by the client or other parties and may not be passed on to a third party without the express permission of TreeSaurus. TreeSaurus can not be held responsible for any accidents or injuries caused if these plans are used without permission.
- 1.5 TreeSaurus reserves the rights to use the design and any photographs taken during and after construction in marketing activity, however will not take pictures of children or disclose client's name and address unless permission is given.
- 1.6 During construction TreeSaurus shall set out a clearly identified Danger area around the site. TreeSaurus insists that the client keeps all children away from this site until construction is completed and TreeSaurus gives you permission to start using the structure.
- 1.7 **Quotations are valid for three months from quotation date**, after which all prices will be revalued and a new quote issued should the need arise.

2. Payment terms: (please see the Construction contract, if applicable) .

- 2.1 Once the client has approved a design, a package of drawings and statements will be produced by TreeSaurus to be issued for planning approval to the relevant authority, if permission is needed. A fee is payable by the client to TreeSaurus based on the quantity of drawings and the local authority fee before the pack is issued. If the client wishes to cancel the project at this stage a design fee is payable to TreeSaurus.
- 2.2 Should the client wish to alter the design after a planning approval pack has been issued to the authorities. A new pack of drawings and statements will need to be produced at the clients cost as set out in clause 2.1
- 2.3 Once a full design has been submitted to the client, should the client wish to cancel or choose an alternative site then a design fee is payable to TreeSaurus. Clauses 2.1 and 2.2 still apply to the alternative designs.
- 2.4 On receipt of planning approval a date is agreed with the client for construction and a deposit of 50% of the total quoted price is payable to TreeSaurus 3-4 weeks in advance of the construction date to cover costs and materials .
- 2.5 The balance is to be paid to TreeSaurus on completion as set out in the construction contract. All materials until such time remain the property of Tree Saurus and will be recovered in the case of a dispute.

3. Warning conditions on safety:

- 3.1 **The Client must not let children play on a structure unsupervised, suitable adults must be in attendance at all times. Creative play by its very nature makes for excited children. No play structure can be totally safe. TreeSaurus accepts no responsibility for any accidents which may occur.**
- 3.2 **This structure is not suitable for children under the age of 5 years, (unless designed specially for under 5's). If children under 5 years old use this structure, they may not be able to support themselves and, consequently, may fall.**
- 3.3 This structure must never be altered or modified unless under the control and/or guidance of TreeSaurus.
- 3.4 TreeSaurus takes safety issues very seriously and designs its structures accordingly. All balustrades are substantial and conform to current building regulations. All structural timbers are pressure treated with a preservative and graded to GS/C16 strength conforming to current building regs. Corrosion resistant screw and bolt fixings are used throughout, so any damaged or faulty timbers can be replaced during the life of the structure by TreeSaurus.
- 3.5 The client must inspect the structure at regular intervals and report any damage and/or faults to TreeSaurus immediately, and the structure put out of use, until TreeSaurus can carry out any necessary repairs at materials cost + labour. Failure to do so could result in an accident.

4. Aftercare: (see service contract)

- 4.1 TreeSaurus expects its structures to last and be enjoyed for many years. However, all outdoor products require maintenance and regular inspection. Timber is a natural product and over time will move, swell and contract due to seasonal changes in normal circumstances this will not affect the structure's strength. On inspection, should the client be in any doubt, they must stop using the structure and contact TreeSaurus so that we may make the necessary repairs at material cost + labour.
 - 4.2 Our structures are designed to withstand normal weather conditions, including wind, rain, and snow. However, no responsibility what soever is accepted to cover damage caused by abnormal conditions eg extremely high winds, gales, hurricanes and falling limbs from trees on to the structure or abnormal destructive usage. Should damage occur, the structure must not be used and TreeSaurus must be contacted so that we may carry out the necessary repairs at material cost + labour.
 - 4.3 TreeSaurus hereby excludes or limits to the fullest extent its liability should a claim arise if all the above is not complied with.
 - 4.4 TreeSaurus will assume the client by excepting to proceed with the project has read these terms and conditions and agree's to comply with all the above.
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