1 Definition

a. Buyer – the person, firm, Company or Public Authority placing an order which is accepted by Nova Sport Ltd.


c. Conditions – the conditions of sale outlined below.

d. Order – the order for goods or services placed by the buyer, oral or written.

e. Goods – the products or services which shall be provided by Nova and to which this quotation, order acknowledgement or invoice refers including products, installation, civil engineering works or anything else included in the quotation.

2 Conditions

a. Any quotation given to the buyer, in whatever format, oral, written or electronic, is given subject to these conditions.

b. These conditions are the only conditions under which Nova shall provide Goods to the Buyer.

B. Any conditions the Buyer attempts to impose which contradict these conditions will not be accepted unless written into a contract and agreed in writing by Nova in 2.d. below. Acceptance of goods or services shall constitute acceptance of these conditions.

c. These conditions embody the entire understanding of the parties and supersede any prior proposals, representations or conversations or agreements made in writing or orally.

d. Changes to these conditions will only be allowed if specifically agreed in writing by a Director of Nova.

3 Price

a. All prices quoted shall be subject to Value Added Tax and any other Government duty or tax applicable at the time of invoice.

b. All quotations are valid for 30 days unless specifically stated in writing on the quotation.

c. All quotations are net and do not include for Main Contractors Discounts (MCD) or retentions. Should either or both be required, prices should be grossed up accordingly.

4 Delivery

a. Nova shall not be liable for any delay in delivery howsoever caused.

b. Nova reserve the right to allocate the Buyer’s contract specified by the Buyer for the delivery of goods if delivery is delayed by the buyer at any time following order. Storage charges may be applied if delay is longer than one month.

c. Nova must be notified in writing within 3 working days of the delivery of any shortages or damages to the goods. Notification after this period will be beyond reasonable time for advice and subject to additional cost as defined in 2.e above.

5 Specific clause relating to installation & civil engineering quotations and invoices

a. Nova shall not be liable for any delay in installation howsoever caused.

b. Should installation works commence by a third party not authorised by Nova for any reason within 24 hours of any installation day, Nova reserves the right to charge a wasted day charge. The buyer agrees to pay this charge within the agreed payment terms as per 7.b.

c. Should the buyer require any site specific work permits, risk or method statements or employee or sub-contractor certifications to allow works, these should be requested by the buyer a minimum of 28 days before works commence on site or at the time of order if works are to be undertaken within 28 days. Wasted day charges may be applied as detailed in 5.b above if such requests are not received within specified times.

d. Nova reserves the right to insist on high levels of mesh fencing to all installation works unless specifically shown otherwise within the quotation. Due to the knowledge of local conditions, it is the buyers responsibility to provide and maintain any other suitable security system necessary to reduce the opportunity for incidents of any type.

e. All installation or civil engineering quotations are given assuming unrestricted good hard vehicular access to site, soft ground conditions on site which require no machines to dig foundations and no underground obstructions or any materials which cause a hard dig. We have assumed the formation of the ground that we will be working on and gaining access across will be capable of bearing the weight of our work vehicles, delivery vehicles and any special equipment including but not limited to excavators and paving machines as required.

f. All installation or civil engineering quotations are given in good faith and without digging into ground. Once works commence on site the Buyer will require assurance that all materials to meet product performance requirements or safety standards, clause 5h will apply.

i. It is the Buyers responsibility under the CDM regulations to provide a comprehensive site survey including all relevant site serviced information (electricity, gas, cable pipes etc). No liability shall be accepted by Nova for damages to services or consequential actions if comprehensive site survey is not accurate or not provided by the buyer.

5.1 In any variations to the above site conditions or works are required to meet product performance requirements or safety standards are found to be in evidence, the Buyer will immediately be notified by Nova in writing and in whatever format and to include a view the variation. Nova reserve the right to charge at cost plus 5% of any costs incurred during the delay in the Buyer attending site and agreeing required variations. Nova reserve the right to charge at cost plus 5% of any additional costs of works or materials necessary to plant hire and any other associated costs required to complete installation to Nova product performance requirements or safety standards as required.

5.2 It is the Buyers responsibility to ensure that Goods ordered fit the site intended for use. Nova shall not be held responsible where Goods have been ordered that subsequently do not fit, howsoever caused. A separate quotation and order will be required to enable modification.

5.3 Payment to all services or works area is not included within our installation rates unless specifically detailed within the quotation.

6 Cancellation / Return

a. Nova will proceed with all necessary procurement to fulfil the terms of the contract on receipt of the Order.

b. All equipment orders including stocked items, custom built, bespoke goods or any item procured from a third party supplier that cannot be cancelled by the Buyer will not be returned.

c. Nova reserve the right to charge a cancellation charge of up to 95% of the Price for cancellations or returns.

d. A re-stocking charge of 35% of the Price will apply to all returned Goods.

7 Quality / Limited Liability

a. Nova guarantees that all Goods manufactured by Nova will be in accordance with its latest specifications or approved drawings.

b. On Goods not manufactured by Nova we give no warranty apart from that given by the original manufacturer. Details of products that fall into this clause within specific quotation can be supplied on request.

c. All Civil Engineering works are guaranteed for twelve months from date of completion. Nova offer a comprehensive product structural guarantee, details of which are available on request.

d. Nova reserves the right to vary the specification of any product without notice, provided that this does not affect the durability or finish of the product.

8 Risk and Title

a. Risk on all goods shall pass to the Buyer on delivery of Goods to site or depot nominated orally or in writing by the Buyer. The Buyer shall be responsible for all direct and consequential costs for maintaining and repairing / replacing vandalised items as required.

b. Title of Goods shall only pass to the Buyer when payment is made in full of the Price thereof together with any and all other sums owing to Nova in whatever nature are made, including retainments sums due following a defects period.

c. The Buyer may sell and deliver the Goods to a third party in the course of the Buyer’s business only if the Buyer makes full payment in accordance with this contract or has made the Buyer hold or assign all proceeds of such sales for Nova and not assign without written authorisation from a Director of Nova.

d. Nova reserve the right to repossess any Goods in respect of which payment is overdue immediately on giving notice in writing, fax or electronic format of its intention to do so, from wherever stored and thereafter to re-sell at the prices consistent with immediate sales; monies obtained will be credited against the debt outstanding, or to offset in whole or part the outstanding debt, less costs incurred in the repossession and re-sale. Any shortfall in the monies received shall remain the responsibility of the original Buyer.

9 Payment

a. For buyers who hold a 30 day Credit Account with Nova, invoices are raised on completion, subject to clause 5b) and clause 6.3 below.

b. Credit Accounts cannot be used for orders under £250 +VAT. Payment must be made with order.

c. For buyers who do not hold a 30 day Credit Account, payment is required in cleared funds before manufacturing or procurement of the Goods or services commences. Manufacturing or procurement lead times commence on receipt of cleared funds and not the original order date.

d. Where the installation of any order spans a calendar month end, it is the policy of Nova to submit stage payments of 70% of the completed works for payment which will become due in accordance with 9.a above.

e. In the case of Orders where delivery is delayed by the Buyer an invoice for the value of the Goods will be issued to the Buyer on the date requested by the Buyer delivery, or if no date specified on the order, the date which corresponds to the minimum delivery lead time shown on the Nova quotation which forms the basis of the contract accepted by the Buyer. Payment will become due in accordance with 9.a above. Any additional storage and administrative charges will be invoiced to the Buyer at cost plus 35% and become due for payment in accordance with 9.a above.

f. In the case of Orders where delays are incurred by Nova prior to or during the completion of the contract due to situations beyond the control of Nova such as works by others which have not been agreed by the Buyer, Nova will calculate the additional cost incurred to the buyer on the date requested by the Buyer delivery, or if no date specified on the order, which corresponds to the minimum delivery lead time shown on the Nova quotation which forms the basis of the contract accepted by the Buyer. Payment will become due in accordance with 9.a above. Any additional storage and administrative charges will be invoiced to the Buyer at cost plus 35% and become due for payment in accordance with 9.a above.

9.4 Where discount terms have been offered and account becomes overdue all discounts or incentives will be forfeited. A further invoice will be issued to the Buyer and the account will be closed. The date quoted before any discount is applied.

9.5 Any charges levied by bankers or collection agencies for dealing with dishonoured cheques or payments or incurred during collection of overdue accounts will be invoiced to the buyer and fall due immediately for payment.

9.6 For Buyers who hold a 30 day Credit Account with Nova, late payment may result in the removal of credit terms for future orders.

10 Force Majeure

a. Nova shall not be liable to the Buyer for failure to deliver Goods where such failure is due in whole or in part to any cause outside the reasonable control of Nova, including but not limited to the shortage of raw materials, reduction in or unavailability of power, breakdown of machinery, shipping delays, riot or civil commotion, acts of war or acts of God.

11 Law and Jurisdiction

a. These conditions are governed by English Law. Any dispute arising out of these Conditions of Sale shall be submitted to the exclusive jurisdiction of the English Courts.

12 General

a. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions of Sale and any agreement contained in the provision of the contract shall not be affected.

b. No waiver by either party of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

c. These conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing by the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

d. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant at the time having been notified pursuant to this provision to the party giving notice.

e. A person who is not party to these conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions.
As part of the Abacus Lawrence Group Ltd, we provide surfaces for a wide range of customers and applications. Our quotations are prepared with the following conditions and assumptions in addition to our conditions of sale.

**General conditions and assumptions applicable to all surface quotations**

- Our quotation is based on works being carried out in one continuous visit, with access to within 30 metres of the site for an 18 tonne lorry.
- For projects where the only works we are undertaking is surfacing, should the site not be ready for us when we arrive or if the basements / edgings have not been incorrectly prepared, we reserve the right to charge for the loss of a standard day at a rate of £1,200.00+VAT.
- Areas are surface to re-measurement on completion and any increase in depth or surface area laid will be charged at a proportionate rate.
- Our play surfaces have been tested and meet the recommendations set out in British and European standards BSI718 and EN1177. We guarantee our surfaces meet these standards at the time of installation and cannot be held responsible for any future failure beyond our control such as maintenance, misuse, differential or sub structure degradation. Our price does not allow for any testing on completion.
- It is the client’s responsibility to ensure that the thicknesses quoted for are sufficient for the critical fall height of the equipment that it is to serve. It is also the client’s responsibility to ensure that the product requested is fit for purpose. Any repairs carried out to existing surfaces cannot be guaranteed.

**Wet Pour**

Additional conditions and assumptions when quoting for Wet Pour surfaces onto engineered sub bases / edgings.

- Black Wet Pour is guaranteed for 3 years and Coloured Wet Pour for 5 years, this guarantee excludes any failure due to drainage and / or sub structure. Due to natural movement in rubber polymers we exclude edges and joints from our standard guarantee. We cannot guarantee the bonding of old rubber with new. Old rubber may continue to shrink and cause join edge splitting. Please request a copy of our guarantee certificate for full provisions/exclusions.

**Resin Bound Gravel**

Additional conditions and assumptions when quoting for Resin Bound Gravel onto engineered sub bases / edgings.

- Nova Sport Ltd guarantees its resin bound permeable surfaces for a period of 15 years from date of installation to be free from defects due to faulty materials and workmanship in the manufacture and installation of the surface. Please request a copy of our guarantee certificate for full provisions/exclusions.
- Nova Sport guarantees the synthetics surface namely ‘Polymeric Type 4’, against defects in materials and workmanship on the shoddy for a period of 5 years and the spray coat for a period of 3 years from the date of surface completion. Nova Sport guarantees the synthetics surface namely ‘Polymeric Type 3’, against defects in materials and workmanship on the shoddy for a period of 5 years from the date of surface completion. Please request a copy of our guarantee certificate for full provisions/exclusions.

**Polymeric Sports Surfaces**

Additional conditions and assumptions when quoting for polymeric sport surfaces.

- Nova Sport Ltd guarantees the synthetic surface namely ‘Polymeric Type 4’, against defects in materials and workmanship on the shoddy for a period of 5 years and the spray coat for a period of 3 years from the date of surface completion. Nova Sport guarantees the synthetics surface namely ‘Polymeric Type 3’, against defects in materials and workmanship on the shoddy for a period of 5 years from the date of surface completion. Please request a copy of our guarantee certificate for full provisions/exclusions.

**Tarmacadum base** is to be conformed to our standard specification and level tolerances.

**Play Grass Surfaces**

Additional conditions and assumptions when quoting for play grass surfaces.

- This is a polyethylene fibre grass with a lighter coloured thatch and heavy duty porous backing sheet. It is a sand dressed surface suitable for low to medium traffic areas, low impact play areas (nurseries, playgrounds etc.) - 5 year guarantee when maintained in accordance with our maintenance schedule. Please request a copy of our guarantee certificate for full provisions/exclusions.

- Please note this price is subject to being provided with a dimension drawing showing any equipment or obstacles to be laid around. No wastage loss has been allowed for. Please contact us for information on sub base preparation.

- Please Note – Seams where the grass is joined together, or where we have had to cut around obstacles within the area such as play equipment may be visible. Mirrors can focus the sun’s heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors.

- It is the client’s responsibility to ensure that the finished surface will follow existing contours. Should this be of concern, an engineered sub base should be installed prior to rubber installation.

**SUDS-Bond**

Additional general conditions and assumptions when quoting for SUDS-Bond onto engineered sub bases / edgings.

- Nova Sport Ltd guarantees its SUDS-bond permeable surfaces for a period of 5 years from date of installation to be free from defects due to faulty materials and workmanship in the manufacture and installation of the surface, please request a copy of our guarantee certificate for full provisions/exclusions.
- SUDS-bond incorporates SBR rubber granules which can colour run and can blacken in areas that are subject to soil contact. SUDS-Bond™ is suitable for pedestrian, bicycle and equestrian traffic. The full strength of the surface will not be realised for 3 days after installation therefore it is advisable to restrict use during this time. It is the client’s responsibility to ensure that the product requested is fit for purpose.
- The new surface will follow the levels and contours of the new substrate. We cannot accept liability for any movement in the substrate. Substrate movement may cause cracking of the new surface. Installation onto standing puddles of water will indemnify any guarantees.

- Aromatic Polyeurethane Binders are susceptible to U. V. discoloration, the degree of which can vary greatly due to atmospheric conditions prevalent at the time of laying. This discoloration may, in certain circumstances, affect the finished colour of the surface particularly where a lighter colour has been chosen. Any discoloration that may occur is temporary and will wear off over time. This applies to all surfaces installed using polyurethane binders. Mirrors can focus the sun’s heat and can damage surfaces. Please ensure any mirrors do not direct the heat onto the surface. We cannot be held responsible for any damage because of mirrors.

- SUDS-bond meets the accessibility requirement for wheelchair users, prams and buggies.

- Any repairs carried out to existing surfaces cannot be guaranteed.