To: The Chair and Members of Thorner Parish Council

Subject: Repeated and Prolonged Power Cuts in Thorner – Request for Council Intervention

Dear Chair and Councillors,

I am writing as a resident of Thorner to express my serious concern about the frequency and duration of power cuts affecting our village. There appears to be a recurring problem with the reliability of our electricity supply, with outages lasting many hours at a time and causing considerable inconvenience and disruption to residents.

I would be grateful if Thorner Parish Council would formally raise this matter with our Distribution Network Operator, Northern Powergrid, and request a clear and detailed explanation as to why these repeated interruptions are occurring.

Extended power cuts are far more than a minor inconvenience. They can leave residents without heating, lighting, cooking facilities, internet access and the ability to charge essential devices. They can also present particular difficulties for older residents, people with disabilities, families with young children, and anyone who relies on electrically powered medical equipment or other essential services. There may also be consequences for local businesses and the wider community.

Given the apparent frequency of these outages and the length of time taken to restore supplies, I believe residents are entitled to understand what is happening and what steps are being taken to address the problem.

In particular, I ask that the Parish Council seek answers from Northern Powergrid to the following questions:

1. **What is causing the repeated power cuts in Thorner?** Are they attributable to faults on particular sections of the local network, ageing infrastructure, equipment failures, weather-related issues, or other underlying problems?
2. **Why are some interruptions lasting many hours?** What factors are contributing to the length of time required to restore the electricity supply?
3. **What measures are being taken to prevent further outages?** Has Northern Powergrid identified any underlying weaknesses in the network serving Thorner, and is any remedial work, maintenance, upgrading or investment planned?
4. **What are the plans for improving reliability?** Can Northern Powergrid provide a timetable for any proposed work and explain what improvements residents can reasonably expect?

5. **What support is available to affected residents?** What arrangements are in place to assist vulnerable customers during prolonged interruptions, and how can residents ensure they receive appropriate information and support?

I would also ask the Council to request a written response from Northern Powergrid, rather than simply accepting a general explanation following each individual incident. A clear account of the pattern of outages, their underlying causes and the steps being taken to prevent a recurrence would help reassure residents that the issue is being properly investigated.

I appreciate that the Parish Council does not directly control the electricity network. However, it is an important representative of our community and is well placed to raise collective concerns with the relevant organisation, seek accountability and keep residents informed of the response.

I therefore respectfully request that this matter be placed on the agenda for an upcoming Parish Council meeting and that the Council consider writing formally to Northern Powergrid on behalf of affected residents. If other residents have experienced similar problems, it may also be helpful to gather details of the dates, durations and effects of recent outages to demonstrate the scale of the issue.

Reliable electricity is an essential part of everyday life. Residents of Thorner should not have to endure repeated, lengthy interruptions without a clear explanation of why they are happening or what is being done to reduce the likelihood of them happening again.

I look forward to hearing whether the Council will take this matter forward and, in due course, sharing the response received from Northern Powergrid with the village.

Thank you for your attention to this important community issue.

Yours sincerely,

Diane Gibbins

		THORNER PC						
Address	**Planning No;**	**Work being done**	**Date**	**PC Mtg Date**	**Comments**	**Result**	**Appeale**	**Result**
37 Main Strret	25/07195/FU	Erection of two shed outbuildings to the rear garden of pub to be used as a bar and a summerhouse	15.12..25	13.01.26	Submit Comment	Approved 03.02.26		
Kirkfield Cottage Church Hill	26/00157/LI	Listed building application for replacement windows to existing openings to front, side and rear and bi-fold doors to existing opening	19.01.26	10.02.26	No objections	Approved 30.07.26		
The Vestry Church Hill	26/00809/FU	Replacement boundary fences to side and rear	25.02.26	17.03.26	No objections	Approved 16.04.26		
3 Prospect Court Main Street	26/03552/FU	Demolition of existing rear sunroom and bay window; single storey rear extension; associated alteration of rear doors to a window; new landscaping to form enlarged rear patio with glass balustrade and stairs	01.07.26	14.07.26	No objections	Approved 25.08.26		
25 Kirkhills	26/04004/FU	Demolition of existing conservatory; single storey rear extension; alterations to fenestration; and internal alterations	20.07.26	11.08.26	No objections	Approved 21.08.26		
5 Kensington Avenue	26/04064/FU	Removal of existing single storey rear extension, replaced with larger single storey rear extension; extension to existing parking area to rear; dormer windows to front/rear; replacement windows; rendering and new windows to first/second floor side	30.07.26	11.08.26	No objections	Approved 24.09.26		
Beech View Barn Carr Lane	26/04198/FU	New and replacement windows and doors to all sides	05.08.26	08.09.26	No objections	Approved 15.10.26		
4 Kirkfield Crescent	26/04020/FU	Two-storey extension to side; new door to rear	05.08.26	08.09.26	Object	Approved 29.09.26		
Southern Cross St Johns Avenue	26/04335/FU	Demolition of existing lean to structure; erection of detached garden outbuilding	20.08.26	08.09.26	Submit Comment	Approved 12.10.26		
5 Bramham Road	26/04827/FU	Demolition of garage and outbuildings; single storey front extension; part two and single storey side and rear extension; new vehicular gate to side and new hardstanding to rear to form parking	08.09.26	13.10.26	Object	Approved 23.10.26		
39 Main Street	26/05208/FU	Installation of PV panels to the SW facing roof of the garage to the rear	23.09.26	13.10.26	No objections			
64 Main Street	26/05936/FU	Removal of an existing conservatory and construction of a single storey rear extension with roof lanterns.	27.10.26	10.11.26				
Chollacott, St Johns Avenue	26/05920/FU	Demolition of conversatory and garage to the rear; Erection of single storey side and rear extension, incorperating garage to the side; Alterations to fenestration and associated landscaping including terrace and raised steps to the rear	27.10.26	10.11.26				
79 Main Street.	26/05870/FU	New door with steps to front; new window to side	02.11.26	10.11.26				

checked to W/C 02nd November 2026

Terms	**Terms**	**Terms**	**Terms**
No objections	Approved	Yes	Dismissed
Submit Comment	Refused	No	Permitted
Object	Appeal		
Withdrawn	Wthdrawn		
Not recd	NDR- No Decision reqd		
No comment	Not avb for viewing		
	Not reqd		
	Split Decision		
	No objections		

Accounts for Payment:

Date prepared	**Nov-26**			
EFT Type	**Details**	**Net**	**VAT**	**Total**
BACS	Clerk Salary	£799.84		£799.84
BACS	Clerk Home Allowance/Mileage	£27.00		£27.00
BACS	British Telecom - Phone	£44.02	£8.81	£52.83
D/Debit	Nest - Pension	£67.49		£67.49
BACS	Parks Services Ltd	£810.00		£810.00
BACS	S.Brittain Grounds Maintenance	£760.71		£760.71
	Total Payments	**£2,509.06**	**£8.81**	**£2,517.87**

Thorner Parish Council Cashbook **Oct-26**

Payments

Date	EFT	Details	Admin	Gardens	Rents	Maintn - Annual Costs	Playground	Donations	Projects	S137	Total	VAT
		Bfwd	£10,538.65	£371.17	£60.00	£12,690.70	£3,511.64	£0.00	£530.00	£404.08	£28,106.24	£911.98
OCT	BACS	Clerks Salary	£799.84								£799.84	
	BACS	BTelecom	£52.83								£52.83	£8.81
	DDebit	Nest Pension	£67.49								£67.49	
	BACS	Clerk Expenses - Office	£27.00								£27.00	
	D/Debit	Octopus				£18.94					£18.94	£0.90
	BACS	Parks Services				£2,260.00					£2,260.00	
	BACS	S.Brittain				£760.71					£760.71	
	BACS	HMRC	£893.59								£893.59	
	BACS	Vision ICT Ltd	£48.00								£48.00	£8.00
	BACS	Gadgetskin					£7.23				£7.23	
	BACS	Milancentral					£24.34				£24.34	
	BACS	JRB								£295.20	£295.20	£49.20
	BACS	Over 60's Bumgalow						£1,000.00			£1,000.00	
		TOTAL	£12,427.40	£371.17	£60.00	£15,730.35	£3,543.21	£1,000.00	£530.00	£699.28	£34,361.41	£978.89

Receipts

Date	From:	Details	Precept	Garden Rent	Bank Interest	Grants	VAT Refund	Donations	CIL	Misc	Total	
		Bfwd	£35,979.00	£0.00	£245.48	£935.00	£527.37	£1,584.00	£0.00	£0.00	£39,270.85	
	HSBC	Interest			£41.06						£41.06	
OCT	HMRC	VAT					£911.98				£911.98	
		TOTAL	£35,979.00	£0.00	£286.54	£935.00	£1,439.35	£1,584.00	£0.00	£0.00	£40,223.89	

Bank Reconciliation;		**Bank Balances**	
B/fwd	£49,943.42	HSBC Revenue Account	£5,575.94
Payments	-£6,255.17	HSBC Capital Account	£39,065.35
Receipts	£953.04		
Total	**£44,641.29**	**Total**	**£44,641.29**

Resilience/Community Emergency Plan



Multifunctional Portable Solar Emergency Radio – Power Bank, Hand Crank & Weather Alert for Outdoor & Crisis Preparedness

£19.99 = 1

£36.00 = 2

£48.00 = 3

Colors:

RedBlackYellowOrangeGreenBlueSilver

RedBlackYellowOrangeGreenBlueSilver

+ Waterproof Mini Flashlight

£4.90

Use link for full details

https://manchestore.com/products/vfmmt?fbclid=IwZnRzaAVTw3RleHRuA2FlbQEwAHBkb2YFZmRpZBZRFo4gXVP1hwGRhPhz4XJApkbdl2skYWRpZAGrNzFemP7oc3J0YwZhcHBfaWQKNjYyODU2ODM3OQABH9hhNrWZsbTNPLUI4O16hcVV1JdURd_ztb5YVpVQD_E_SBnGbyNQdGu93HKm_aem_6j0Hc_3tVGJoVrGMMN37Yw&utm_source=facebook&utm_medium=paid&campaign_id=120250500217550328&ad_id=120250500217560328&utm_id=120250500217550328&utm_content=120250500217560328&utm_term=120250500217570328&utm_campaign=120250500217550328

THORNER PARISH COUNCIL

ACTION PLAN 2026

Item	**Action Required/Comments**	**Action Date**	**Participants**	**Action taken/ Date Completed**
Village Spring Clean To include surfaces under benches on Millennium Green	Decide how this is to be organised and implemented	February	Councillor Llewellyn to arrange date and for Volunteers to take part.	To be discussed in March. **April** A plan to be drawn up for approval at the April PC meeting to include a risk assessment, use of litter pickers and 1st Aid provision. A poster would be produced to advertise for Volunteers for the day of the Spring Clean Leeds CC Cleaner Neighbourhoods Team be contacted to collect the rubbish collected. Councillor Scott would be asked to arrange a first aider to be present and if he would be able to arrange the provision of walkie/talkie communications. **May** Spring Clean to take place.
Submit planning application to carry out work on Spanish Oak tree on Millenium Green.	Remedial work consisting of removal of two branches and minimal trimming of secondary branches to perform a crown uplift to aim for a more vertical form.	February	The Clerk	**February** Application submitted. **March** Approval awaited. **April** Leeds CC Tree Officer has amended the proposed works to the Evergreen Oak to lesser more considered works. Councillor Mycock would arrange for the

				work to be carried out (subject to planning permission from Leeds CC), and a contractor engaged to remove the waste.
Housing for plastic tube on Millennium Green	To seek a new solution to the one used in December 2025	March	Councillors and Volunteers	To be discussed in April. A resident was monitoring when the housing for a plastic tube on Millennium Green could be undertaken.
New gate and metal fence for the playground	Instruct Sutcliffe Playground services to commence work agreed in budget meeting	April	Councillor Llewellyn to progress order	Implementation being progressed by Councillor Llewellyn. **July** Installation completed.
Planting of new trees	To replace those previously removed. Agreed in budget meeting	April	TBA	Funding would be required if a number of new trees (rather than just one), were required. **June** Agreed that two trees be purchased for placing on Millennium Green.
Parish Council flower boxes/planters/ pollinators	To agree procedure for seeking sponsorship	April	Councillor Wilson	**February** Wording for a leaflet distribution approved. **April** Sponsorship money had now been received. Councillor Wilson was keeping a record and would update the Clerk in due course.
Surface of flowerbed area on Millennium Green	Purchase of bark	May	Councillor Llewellyn	**May** Agreed at the Annual Parish Council meeting to purchase bark.
Grass verge Butts Garth	Reinstatement of damaged area	April	Councillor Mycock	**April**

				Large stones had been placed on the damaged area. **May** Exterior paint was to be used to paint them. Thorner Heritage Group had produced a document detailing the history of Butts Garth. The group were to produce a public information panel explaining the history when completed this could be placed in the damaged area.
Defibrillator battery	Replacement at The Fox public house required	August	Councillor Scott	**July** Agreed to purchase **September** Payment made.
Christmas gifts for school children	To purchase wool, chocolates and decorations	September	Councillor Wallis	**February** Snowman presented as the gift. The work to produce these would need to be commenced before the intended date of September. **October** Gifts were completed and chocolate oranges to be purchased.
Provision of new playground	To invite playground companies to quote for a new design and installation	September	The Clerk to arrange a site visit.	**September** Site visits arranged with playground contractors. Design proposals and costs to be presented at the November meeting.
Erection of LED Christmas Tree	Agree procedure/timetable to install and confirm the switch on for the lights would be 5th December	November	TBA	**October** Erection of tree and decorating of Millenium Green to take place on Friday 04th December 2026. A marquee to be provided for shelter. The new Head teacher of the School

				having been approached, was fully supportive
Telephone Kiosk	To arrange- a clean of the interior, remove overhanging branches (from neighbouring trees which get trapped in the door), and to arrange a repair of the concrete floor.	December	TBA	

30 October 2026

Thorner Parish Council
Millennium Green Play Area
Main St
Thorner

Playground Installation, Inspection Maintenance and Supply

Quote E26539

Dear Barry,

Many thanks for giving Playsound the opportunity to quote for the renovation at Millennium Green Play area, please see below quotation.

Site Set Up:
Supply Portaloo for duration of the works
£300.00
Supply & set up safety fencing for the duration of the works
£400.00
Container
£500.00
Delivery:
Delivery of materials to site
£350.00

Removals:
Removal of existing Timber Equipment positioned on Embankment, uplift and disposal of wet pour Servicing and make good.
Removal of Timber swings / Fencing barriers and make good the wet pour surfacing.

Equipment:
Supply & Install Vinci Hoop 0726 – Inclusive Roundabout
Supply & Install Vinci Swing ST0594 – basket and 2 flat seats
Supply & Install Steel + 1718 Multiplay
Supply & Install Climboo 1749 – Steel trim Trail
Supply & Install Climboo 1747 – Steel trim Trail
Supply & Install Climboo 1750 – Steel trim Trail
Supply & Install Tic Tac Toe play panel – installed on Recycled posts
Supply & Install 4 in a row play panel – installed on recycled posts.
Supply & Install 2 No Recycled post mounted Benches

Surfacing:
The existing Wet pour surfacing will be made good/ repaired where old and new equipment has been installed.

Total Cost £39,995.00

All costs are based on a site Survey being completed prior to Installation

All prices are Exclusive of Vat
Prices Valid for 14 Days

Thank you for the opportunity to provide you with our quotation, should you require any further Information then please do not hesitate to contact me on 01695 717229.

All prices are subject to a full site survey which is carried out free of charge upon placement of order. The survey will look at access, ground conditions and levels and accurate dimensions will be taken Prices may be adjusted according to the results of this survey and will be discussed with you prior to the commencement of any works. Our prices are based on all works being carried out as one project Any planning Permission is the responsibility of the client to obtain

If you would like to see some of the projects we have recently completed, then visit our website www.playsoundplaygrounds.co.uk.

Yours sincerely

Alison Poole

Playsound Services Ltd

Playsound Services Ltd
Unit 10 Greenhey Place, Skelmersdale, Lancashire WN8 9SA
Tel - 01695 717229
Website www.playsoundplaygrounds.co.uk
E-Mail sales@playsoundplaygrounds.co.uk
Registered in England 495 7094

PLAYSOUND TERMS & CONDITIONS

General

In these conditions of contract the following words and expressions have the meanings respectively set out opposite them:- "The Company" Playsound Services Ltd

"Customer" the person, firm company or other body whom the Order is made;

"Contract" the contract formed by the acceptance of the Order;

"Goods" the articles or services sold or supplied or any of them described in the Order;

"Order" the Order placed by the Customer for the supply of the Goods;

"Price" the total price payable by the Customer for the Goods including all additional sums otherwise payable; "Confirmation of Order" the written acceptance by the Customer of the Order;

"Certificate" where the Goods are installed by the Company a certificate provided by the Customer acknowledging that the Goods have been installed in accordance with the Contract;

All quotations are given, Orders accepted and Goods supplied to the Customer on these conditions which shall form part of and govern the contract of sale made pursuant to such quotation or Order. These conditions supersede any earlier conditions issued by the Company and shall exclude any other terms or conditions which the Customer may seek to impose.

No variation may be made to the Contract except with the agreement in writing of the Company.

Standards

Where the Company is asked to manufacture or supply Goods to the Customer own specification, the Company will not be held responsible for any non-compliance to the relative standards for those Goods and is not responsible for the actual suitability of those Goods for the purpose being used.

Quotations and Orders

All quotations are subject of Value Added Tax, if applicable and any other tax duty or levy imposed at the rate applicable at the date of invoice.

All quotations are fixed for a period of 30 days from the date specified on the quotation but at the expiry of this period a quotation lapses and thereafter is not capable of forming the subject of an Order by the Customer.

Additions or alterations to Orders, however made, shall not be binding until confirmed by the Customer in writing. Cancellation of any Order will not be effective unless accepted by the Company in writing. However cancellation may only be accepted by the Company upon payment of any incurred costs the Company is liable for.

If the customer required any alterations to the order, the price will be varied accordingly

Delivery

The Company shall not be liable for any loss or damage whatsoever whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the Customer arising out of or in any way due to any delay or default in delivery of Goods under the contract, however caused.

Unless otherwise agreed in writing, delivery will be made to the Customer's address specified in the Contract.

Delivery will be deemed to have taken place immediately the Goods arrive at the Customer's premises or are carried in a vehicle owned by the Customer, its servants or agents.

The Company is responsible for unloading the Goods on delivery, but this responsibility does not extend to the positioning of the Goods in any particular location on the Customer's premises for which, including the cost thereof, the Customer is solely responsible.

The Customer shall be responsible for all risks arising on and after delivery.

The Customer shall provide a safe and adequate route of access for any delivery purposes.

Notwithstanding delivery having been affected the Goods shall remain the sole and absolute property of the Company as legal and beneficial owner and the Company reserves the right to dispose of the Goods until payment in full for all the Goods has been received by the Company in accordance with terms of this contract. If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purposes.

Without prejudice to the above the Company may request the Customer to provide information to enable the Company to deliver the Goods. If the Customer fails to do so within fourteen days of the request, the Company shall at the cost of the Customer , be entitled to have the Goods removed from the Customer' s premises and stored or to store the Goods and charge the Customer for doing so.

Acceptance of goods

The Company shall have no liability whatsoever for damage to, deterioration in, partial loss of the Goods in transit, or for shortfall of delivery, unless:-

- If the matter should have been apparent on a reasonable examination on delivery the Customer gives notice thereof to the Company within 7 days of delivery; or
- If the matter should have been apparent on a reasonable examination on delivery the Customer given written notice thereof to the Company within 14 days of delivery.

Specifications and Performance

Any description or specification, drawing or particulars of dimensions and weights accompanying the quotations contained in the Company's catalogues or other advertising matter shall not from part of the Contract. The Customer shall provide all necessary information and drawings required by the Company for performance of the Contract.

Without prejudice to the foregoing, unless the Company and the Customer have agreed in writing that the Price shall include the cost of installation of the Goods the Customer shall be solely responsible for properly installing the Goods in accordance with the Company's written installation instructions and for ensuring that any equipment and/or structures used in conjunction with the Goods supplied by the Company are properly installed and in all respect suitable and adequate for such use.

The Company is not responsible for the performance of Goods if they are used in a manner or for a purpose or purposes for which they have not been designed.

Guarantee

Provided that the Company is satisfied that any default or failure of the Goods has arisen solely from the use of defective materials or workmanship, the Company guarantees (at its option) either to replace the Goods or to repair defects of failures which appear within one year of delivery of the Goods or Contract completion date unless an annual maintenance package is taken out with the Company by the Customer the period of cover is extended to 5 years.

The Company's liability above is conditioned upon:-

- notice in writing being given to the Company immediately the defect or failure arises;
- the Goods having been maintained and served in a proper and satisfactory manner;
- the Goods having been used reasonably for the purpose for which they were supplied and not having been damaged by vandalism or modified in any way;
- the Goods having complied in all respects with all the terms and conditions of the Contract;

If alterations to the Goods are made without prior consent of the Company, the Company shall be under no liability for failure of the Goods and no allowance shall be made for any alterations made.

All default parts replaced shall become the property of the Company.

In the case of Goods or parts of Goods not of the Company's manufacture, this guarantee is limited or guarantee as is given by the makers thereof.

Prices and Payments

All quotations are given and Orders accepted on the understanding that all Goods supplied will be charged at the prices ruling at the date of delivery. Prices will be held firm for deliveries made during the validity period of a quotation, but the Company reserves the right after the expiry of the period to invoice the Customer at the price ruling at the date of delivery.

Unless otherwise agreed in writing, the terms of payment are as follows:-

- Where the Contract provides for the supply of Goods only, payment of the price shall be due on the terms stated on the Company's invoice, which will be issued on despatch of the Goods from the Company's premises prior to delivery of the Goods to the Customer, or the removal of the Goods from the Company's premises for storage or their stored by the Company, or
- Where the Contract provides for the supply and installation of Goods, payment of the price shall be due on the terms stated on the Company's invoice, which will be issued on completion of the installation.

All payments shall be made in sterling to the address stated on the invoice.

The Company reserves the right to refuse to execute any Order or alter to above payment terms if the arrangements for payment on the Customer's credit are not satisfactory to the Company.

Interest

If the Customer defaults in making payment of any sum due under the Contract it shall pay to the Customer interest at 4% per annum above National Westminster Bank plc's base rate from time to time on all outstanding amounts.

Installation

This clause shall apply only where the Company and Customer have agreed in writing that the Price shall include the cost of installation of the Goods.

The Customer shall provide suitable access to and unhindered possession of the site.

Any price quoted for installation is calculated on the basis that the work will be carried out continuously during working hours. In the event that the work is delayed by interruptions , delays, overtime or any other cause whatsoever or by the Customer's instructions or lack of instructions the Company shall be entitled to charge a reasonable amount for extra costs incurred.

The Company shall notify the Customer when installation has been completed. Installation is deemed to be complete if the Goods are fit for use notwithstanding minor omissions or defects.

The Customer shall complete the certificate of satisfaction upon notification by the Company that the installation is complete. If the Customer fails to do so, provided the Goods and the installation thereof are to the reasonable satisfaction of the Company, the certificate will be deemed to have been signed by the Customer.

The Customer shall indemnify the Company against all costs and claims arising from damage or injury to persons or property occurring during the course of installation unless such damage or injury shall be proved to have been caused solely by the negligence of the Company, its servants or agents.

Time for completion of installation shall not be of the essence.

Cancellation

The Company reserves the right to levy a cancellation charge of 35% of the order value in the event of the order being cancelled by the Customer. Please Note: Any such charge is non-negotiable and is solely at the discretion of the Company.

Force Majeure

The Company shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable cause including Act of God, inclement weather, flood, lighting or fire, industrial actions or lockouts; the act of omission of government, highways authorities or other competent authority, was, military operations or riot; the act of omission of any part for whom the Company is not responsible.

Confidentiality

All drawings, specifications or other technical data provided by the Company in connection with the Contract and all other material of similar nature supplied for any other purpose whatsoever shall remain the property and copyright of the Company and be treated as confidential by the Customer.
All patents, copyright and any other intellectual property rights in any drawings, specifications, technical data, models or other property used by the Company in connection with the Contract and any such rights in the design of Goods provided by the Company shall be and shall remain the sole property of the Company.

Consents

The Customer shall obtain all and necessary consents required to fulfil the Contract (without prejudice to the foregoing) any government consents.
The Customer shall provide a copy of any such consent obtained by the Customer its servants or agents. If the Customer is refused any such consent's the Customer shall notify the Company immediately.

Set-Off

The Customer shall not be entitled by reason of any claim against the Company to withhold payment of the Price of the Goods or to claim any right of set-off against any payment due to the Company under this or any other contract.

Determination of Contract

If the Customer shall make default in or commit breach of the Contract or of any other obligations to the Company, or if any distress or execution shall be levied upon the Customers property or assets, or if the Customer becomes subject to an order fro bankruptcy or compounds with its creditors, or the Customer is a company and is deemed under Section 123 of the Insolvency Act and becomes insolvent and is unable to pay its debts, the Company shall have the right, by written notice to the Customer, to determine the Contract and/or any other contract then subsisting between the Customer and the Company and/or to suspend further deliveries of Goods under the Contract and/or any other between the Customer and the Company. Such right shall be without prejudice to any other claim or right the Company may otherwise make to exercise.

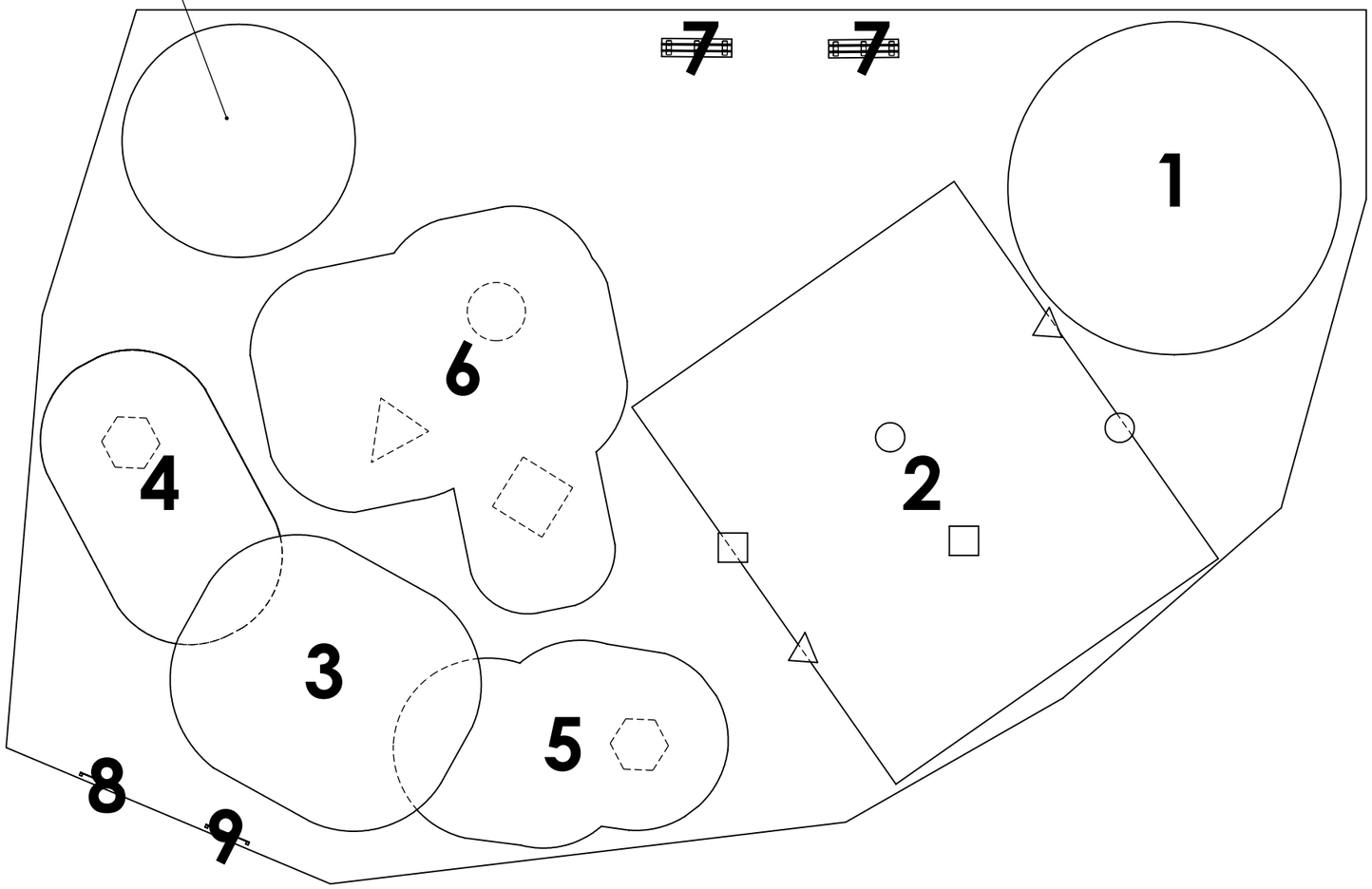
Notice

Notice under this Contract shall be served personally or by prepaid first class post and shall be deemed to have been delivered (in the absence of evidence to the contrary) within 48 hours of posting.

English Law

The Contract shall be governed by and interpreted in accordance with the laws of England and the Customer and the Company shall submit to the non-exclusive jurisdiction of either the High Court of Justice or a County Court, as is appropriate, in England in relation to any claim, dispute or difference which may arise hereunder.

Existing Net Climb to
Remain - Exact Dims TBC



1. HOOP 0726
2. SWING STO594
3. CLIMBOO 1749
4. CLIMBOO 1747
5. CLIMBOO 1750
6. STEEL+ 1718
7. 1.5m Recycled Plastic Bench (2 off)
8. Giant 4-in-a-Row Play Panel - Recycled Plastic Posts FIROW3
9. Tic Tac Toe - Recycled Plastic Posts - FITICTAC3
10. Shapes in Wetpour - 5m2

Thorner

Plan

A3

SCALE:1:100

SHEET 1 OF 1