



Sovereign-Sports

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www.sovereign-sports.co.uk



**Mrs Sarah Howard
West Malling Parish Council**

Site: Tennis Courts at Norman Road Playing Fields, Norman Road, West Malling.

QR2511202215SK

25th November 2022

Dear Sarah Howard,

Following our recent site survey, I now have pleasure in submitting our quotation for the works below, as set out in the ITT document.

Sovereign-Sports are members of SAPCA, CHAS and Constructionline.

All work is carried out in accordance with the SAPCA Code of Practice, this is the only code supported by the Lawn Tennis Association and Sports Councils.

We hope you find this of interest and look forward to hearing from you in due course.

If you require any further information, please do not hesitate to contact us.

Yours sincerely,

**Steven Kennard
Sovereign Sports**

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Detailed specification for the tennis court construction works at Norman Road Playing Fields.

Size: 33.80m x 33.50m

Site set up and Access

Access to the construction area is to be made via the car park, an area immediately outside is proposed to be used as a compound for the safe storage of materials, plant and welfare facilities for the duration of the works.

A portable loo will be positioned within the site compound.

Visually inspect the entire area to identify any potential hazards prior to any required safety fencing being erected.

Using cable avoidance tools, scan the construction area to identify any underground services. Any available STATS will be reviewed in conjunction to the use of the CAT prior to any excavations taking place.

Surface Preparation

Power wash the entire court surface area with our specialised machinery. This method of cleaning will remove moss and loose debris from the existing surface, which improves grip under foot and allows the surface to drain better after heavy rain. All moss and detritus from the courts surface is to be distributed on site, if skips are required additional costs will be incurred. (Water is to be supplied by client at rate of 14 litre per minute)

Carry out any further site clearance as required to complete the works. Pierce the entire court area at 450mm centres and 200mm deep, the resultant holes to be filled with 10mm clean pea shingle. Cut a 350mm wide chase, of the existing surface around the perimeter of the courts. Roll entire surface with heavy mechanical vibrating roller, ensuring thorough consolidation to all shingle infill.

Make an application of K1-40 bitumen emulsion, to be applied at a rate of 0.5L/M2 to existing court surface to bind the drainage aggregate in place and in preparation to receive the wearing course material. The emulsion is applied by high pressure spraying machine ensuring even coverage which acts as an adhesive film coating.



Surface Preparation Continued

Make any necessary repairs to existing surface to bring in line with current LTA regulations on playing surface tolerances. This will involve breaking out of existing asphalt areas which have either sunk or swollen. The excavated material is to be removed from site to Contractor approved tip.

The voids are to be thoroughly consolidated, lined with a geotextile membrane 1000 gauge (overlap joints 450mm minimum) and backfilled with a suitable D.O.T approved clean stone to a depth of 300mm, to ensure adequate porosity though to the formation layer then thoroughly consolidated with a heavy mechanical roller. Supply and lay 6mm open textured asphalt in the prepared areas, hollows or cracks and thoroughly consolidate to finish level with the existing surface, to create a stable and level surface ready for overlaying. Carry out any further site clearance as required to complete the works.

Tree Surgery / Surface Reconstruction (2 areas located on the block)

Carefully carry out tree surgery as necessary following prior formal approval by the employer that no Tree Preservation Orders apply to the site. This includes the trimming of trees, bushes and severing of roots where necessary.

All areas where roots have been removed will be reinstated as follows. The excavated material is to be removed from site to Contractor approved tip. The voids are to be thoroughly consolidated, lined with a geotextile membrane 1000 gauge (overlap joints 450mm minimum)

The voids are to be thoroughly consolidated, lined with a geotextile membrane 1000 gauge (overlap joints 450mm minimum) and backfilled with a suitable D.O.T. specification for highways works series D.O.T Type 3 clause 805, then thoroughly consolidated with a heavy mechanical roller. To a nominal consolidated depth of 200mm. Thoroughly roll the entire area with a heavy mechanical roller/compactor plate to consolidate every 150mm. All aggregate to be certified non-frost susceptible.

Weed Killer

Make an application of appropriate chemical weed killer to the entire area in accordance with approved practices. (Please note that the use and application rates for weed killers are strictly controlled and our liability is limited to applying the selected weed killer at the maximum spread rate permitted).

The treatment which is to be used is 'Gallop High Aktiv' (glyphosate based), mixed at a rate of 10L water to 176ML Gallop High Aktiv. The treatment will be applied at rate of 1.176L per 400M².

The application is to take place circa three weeks prior to works commencing.



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Rigid Panel Fencing (As per the ITT doc specification)

Break out and remove from site the existing fencing system, licensed waste management facilities are to be used to dispose of waste materials.

Supply and erect Duo6 sport 3m and 3.6m rigid fencing system to the perimeter of the club.

The Duo6 Sports fencing system is manufactured from 5mm dual horizontal mm wires sandwiching single 6mm vertical wires. This produces a 50mm x 200mm mesh pattern that is strong and vandal resistant and offers the best value.

Duo Sports is a highly rigid panel system, providing strength to the fence even when under stress from people, balls or sports equipment.

The system can be supplied on either black or green as standard, two single gates are included.

To include;

1.no new double gate set

67 linear meters at 3m high

34 linear meters at 3.6m high (playing field elevation.

(The existing single gate is to be carefully broken on and reinstalled in court no. side run elevation in front of the steps)

Tennis posts, sockets and net

Break out existing tennis post sockets and remove surplus debris from site.

Supply and fit heavy duty galvanised steel tennis post sockets complete with dust covers and a new zinc plated centre ground anchor/s (plunger type). Sockets are set in minimum 750mm cubes of concrete and centre anchors set in minimum 300mm cubes of concrete.

Supply and install 2 new sets of 76mm square, tennis posts, which are of steel construction and polyester powder coated for a long, maintenance free life. Posts are fitted with superior quality internal brass winders together with stud fixings and retainer rods, which make them extremely strong and suitable for all courts.

Supply and install Championship quality, 3.5 mm black polythene twine tennis net with black vinyl coated side and bottom bandings. A vinyl coated headband and PVC covered steel headline is to be used. Fit net centre band and swivel adjuster.



Surface Course Macadam (6mm Supersport Tennis as per ITT doc)

Make an application of bitumen emulsion to the existing court surface in preparation to receive the wearing course material. The emulsion is applied by high pressure spraying machine ensuring even coverage which acts as an adhesive.

All depressions greater than 45mm within the principle playing area will be regulated with the surfacing material then thoroughly consolidated prior to surfacing.

Supply and lay a specially formulated 6mm grade open textured porous wearing course to a nominal depth of 32mm. A steel straight edge to be drawn over carefully set steel screed bars producing a high degree of level accuracy and even textured finish, the material is then to be rolled and cross rolled until a fine uniform surface is achieved.

The specially formulated 6mm open textured free draining surface course asphalt is manufactured in accordance with clause 2.14 of the code of practice second edition (C.P.C.M.T.C) issued by The Sport and Play Contractors Association.

Asphalt Colour Coatings

Using pressurised spraying equipment apply two coats of purpose made textured, acrylic tennis court coating with a minimum SR rating of 60 in red and green, light and dark green, blue, purple, grey or single colour. The sports surface acrylics have an anti-fungal additive which aids in the prevention of moss growth on the court surface.

Play Lines

Mark out 2 sets of tennis court doubles lines to I.T.F. specification with non-slip acrylic line paint with a minimum SR rating 60. Lines will be 50mm wide, with tennis base lines up to 100mm wide.

All lines will be within 10mm of their true position and not deviate by more than 25mm from a line joining there ends and not more than 5mm over a distance of 3m, nor include any sudden steps.

For the sum of £43,200.00 + VAT

EXTRA OVER ITEMS

Perimeter edging kerb

Provide and lay a perimeter edging of new precast concrete block paviours / precast concrete kerbs 915mm x 150mm x 50mm, securely set on concrete and neatly finished with a fillet of concrete to the outer edge, sloping down at 45degrees. The kerbs will sit on the inside of the perimeter fencing.

For the sum of £3,950.00 + VAT



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Contract Reference: 2511202215SK

Total Contract Amount £47,150.00 + VAT

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 7* (LIMITATION OF LIABILITY).

1. Parties

Sovereign Sports Limited (Supplier) and West Malling Parish Council (Customer)

Site: Norman Road Playing Fields, West Malling.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**). Where deposits are required (deposit on agreement) within the payment terms set out in this contract, the total deposit will be due as per the payment terms in this contract found in section 5.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, any descriptions or illustrations contained in the Supplier's catalogues or brochures or provided by the Supplier, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

3. Supply of Services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates requested by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Work will be booked where possible to meet preferred start dates.
- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier will test for underground services prior to starting excavations unless advised otherwise. The Supplier will take care during all excavation work but will not be responsible for any damage.
- 3.5 The Customer may place an order with the Supplier for annual maintenance. An invoice will be submitted on completion of the annual maintenance, due immediately and payable no later than days from the date of invoice.
- 3.6 The Supplier undertakes to guarantee all works carried out by the Supplier for a period of 3 years. The warranty is in respect of workmanship and materials and the warranty starts from the date of completion of the project.
- 3.7 The warranty mentioned at 3.6 is subject to the surface being treated with reasonable care and that the Suppliers maintenance instructions have been followed. Written notice of any claim must be received within the warranty period.
- 3.8 The warranty mentioned at 3.6 does not guarantee against incursions of the weed "Horsetail/Marestail" (*Equisetum arvense*). Nor does it cover deterioration due to wear and tear, use of the court for any reason other than sports, nor damage caused by vandalism, additional construction projects, iron pyrite staining or Acts of God, including lightening strikes, extreme winds or other violent storms.
- 3.9 The Customer will notify the Supplier promptly of any defects or problems that may arise and the Supplier will be provided with the opportunity to correct these defects. The Supplier will not be liable for any defects that have been left for any prolonged period of time and neglect will invalidate the warranty.
- 3.10 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations

- 4.1 The Customer shall:
 - (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - (d) provide the Supplier with access to electricity and water as near to the working area as possible at no charge to the Supplier;

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Company No. 10868534



- (e) provide access to the Supplier, its employees, agents, consultants and subcontractors, to toilets and washroom facilities;
 - (f) undertake that all access routes will be of sufficient quality to enable lorry movements to the site;
 - (g) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (h) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (i) comply with all applicable laws, including health and safety laws;
 - (j) keep all materials, equipment, documents and other property of the Supplier at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
 - (k) Upon completion the Supplier will remove debris and excess materials and plant but will not be responsible for any reseeding or damage to roads or driveways used for access unless warned of the unsuitability of the roads or driveways prior to the commencement of works.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Supplier will provide a quotation for the works to be undertaken. On acceptance the Customer will pay:

- **10% deposit on agreement**
- **20% on delivery of fencing**
- **20% on completion of surface prep and installation of fencing**
- **45% on completion of asphalt works**
- **5% on completion of colour spray and line markings**
- **All monies are payable within 7 days of invoice date**
- Preferred payment method is bank transfer.
Sovereign Sports LTD Account number: 52750147 Sort code: 403106
International Bank Account Number (IBAN): GB 06 HBUK 403106 52750147
Branch Identifier Code (SWIFT): HBUK GB 4108E
- **CHEQUE** payments are no longer accepted.
- **LATE PAYMENTS** will incur a **£50.00** charge
- **Additional payment fees will be billed upon completion of the contract.**
- **Colour coatings, grass installations, line marking, and court fitting installations will only be completed once all outstanding invoices have been cleared.**

5.2 The Supplier reserves the right to increase the Charges should there be any change to the specifications, or any extra works required by the Customer or should any unseen additional matters be raised. Any additional works must be agreed in advance by the parties. In the event that additional works are carried out without charges being agreed in advance, these additional works will be charged as per Sovereign Sports day work rates in force from time to time.

5.3 In the event of non-payment, The Supplier reserves the right to suspend the services. Any costs incurred as a result of any suspension shall be charged over and above the agreed price.

5.4 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 14% a year above the Bank of England's base rate from time to time, but at 14% a year for any period when that base rate is below 0%. Late payments will incur a £50 charge.

5.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Retention of Title

The Supplier will remain the owner of any materials delivered to the site and will retain the right to remove any materials that are not used during the course of construction.

7. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

7.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the



- Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 7.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.3 Subject to clause 7.2, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap of £5,000,000.
- 7.4 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.5 This clause 8 shall survive termination of the Contract.
- 8. Termination**
- 8.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party two months' written notice.
- 8.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 8.2(b) to clause 8.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 9. Consequences of termination**
- 9.1 On termination of the Contract:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 9.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 10. General**
- 10.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 10.2 Assignment and other dealings.**
- (a) The Supplier may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Contract.

- (b) The Customer shall not assign, transfer, subcontract delegate or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 10.3 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.4 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 10.5 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 10.6 Governing law.** 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.
- 10.7 Jurisdiction.** 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.

Total Contract Value £ 47,150.00 + VAT

Signed on behalf of the Customer Date: