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Company: Dalham and Dunstall Green Parish Council
Contact: Antonia King
Email: clerk@dalhamparishcouncil.gov.uk

Issued by: Dalham Parish Council
Quote Ref: TWM-8880
Quote Date: 2025-01-06T15:34:33.000Z

Dear Antonia

Job Ref: Dalham Parish Council

Thank you for inviting TWM Traffic Control Systems to quote on this project. As specialists in our field, we would feel ideally suited to advise and fulfil your requirements. If you have any questions, please feel free to ask.

Alternatively we can process your order upon receipt of this signed quote.



Kind regards
Thomas Smith
Business Development Manager – North East & Midlands
thomas.smith@twmtraffic.com
07759 836183

Dalham Parish Council

Quote Ref: TWM-8880

Ref.	Product Code	Description	Price	QTY	Subtotal
Hardware					
	TWMT-SDU-MINI.SD	Mini300 SDU with SLOW DOWN	£2,047.50	1	£2,047.50
		DISCOUNT	-£102.50	1	-£102.50
	TWMT-PS-12	*Power: 12Vdc Supply	£0.00	1	£0.00
	TWMT-PS-SA-90/MS	Solar: Mini300 Solar Assembly (Side Mount Movable Solar Panel ONLY)	£404.83	1	£404.83
Data Services and Communications					
	TWMT-SC-K2/DC	Standard 200 meter Data Collection Radar Upgrade	£262.50	1	£262.50
	TWMT-SC-K2/BT	Radar Bluetooth Remote Connection Module	£210.00	1	£210.00
Installation & Commissioning					
	TWMT-DELIVERY	Delivery to Customer	£300.00	1	£300.00
Warranty					
		2 Years As Standard	£0.00	1	£0.00
Subtotal					£3,122.33
VAT					£624.47
Total					£3,746.80

Thank you for inviting TWM to quote on this project.

Additional Information

1. All costs exclude VAT which will be invoiced at the prevailing rate.
2. No services will be supplied without a valid purchase order.
3. The delivery cost is a cost per pallet and may change dependent on final order quantity, delivery location and any delivery method/time restriction you may require.
4. We have not included for Traffic Management through ourselves, or our sub-contractors unless detailed line appears on the quote. Our price assumes that traffic management required will be provided by yourselves or others you have/will engage. Failure to provide Traffic Management to at least this specification will result in postponement of work and with associated penalty charges details below. We would be pleased to provide a quote for Traffic Management if requested.
5. When choosing locations for Solar powered signs, in order to ensure correct operation, the solar panel must point south, have a clear line of sight from East to West and not be in shadow of any trees or buildings for any significant part of the day.
6. TWM Traffic Control systems Ltd operatives will not install solar assemblies on anything smaller than an 89mm diameter post.
7. Where TWM Traffic control systems Ltd are supplying any asset with GSM communication technology enabled, it is the responsibility of the customer to ensure that any location identified has mobile coverage to allow for effective operation. Signal boosting technology is available if required, please speak to your TWM contact if you have any questions.
8. When placing an order please send to orders@twmtraffic.com quoting the reference number stated at the top of this quotation
9. Please note your order will be invoiced by TWM Traffic Control Systems Ltd

In addition to the Terms & Conditions of sale, a copy of which is attached to this letter. The following shall also apply:

Delay or Postponement of works

Any installation/commissioning works that are postponed or delayed outside of our control, will be subject to a Penalty Charge based on the quoted price for Installation/Commissioning and, where appropriate, and where in our scope Traffic Management. This charge will be based on the length of time that delay is in place or the postponement notice is received and will be applied as follows:

Finished goods

Greater than 4 weeks from completion of build - 100% of finished goods

7.5% storage charge per month thereafter

Postponed installs

Greater than 2 Business days' notice – No penalty charge

Between 2 and 1 Business days' notice - 60% Penalty charge

Less than 1 Business days' notice and arrival on site Notice - 80% Penalty charge.

When on site - 100% penalty charge

Following any such postponement of works, we will require additional payment in advance for the value of any postponement penalty charge before re-scheduling works.

By accepting this quotation, you agree that the sale of the abovementioned products and/or services to you shall be governed by PILOT GROUP LTD standard terms and conditions of sales. You agree that these terms and conditions apply to the sale of the products and/or services to you to the exclusion of all other terms and conditions referred to, implied, offered or relied on by you, by trade, practice or in the course of dealing, whether in negotiation or at any stage in the dealings between us in the past, now and in the future, including any standard or printed terms explicitly or impliedly referred to in any other documentation tendered by you.

Revision No.: TWMEVQ-03

Next document review date: January 2023

TWM TRAFFIC CONTROL SYSTEMS LIMITED TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS WILL APPLY TO ANY CONTRACT FOR THE SUPPLY OF GOODS AND, IF APPLICABLE, SERVICES BY TWM TRAFFIC CONTROL SYSTEMS LIMITED. **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 10 (LIMITATION OF LIABILITY).**

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Conditions: these terms and conditions as amended from time to time in accordance with Condition 12.9 (and **Condition** shall be construed accordingly).

Contract: the contract between TWM and the Customer for the supply of Goods and (if applicable) Services in accordance with these Conditions.

Customer: the person, company or firm who purchases the Goods and (if applicable) Services from TWM.

Customer Default: has the meaning given to it in Condition 7.2.

Delivery Location: has the meaning given in Condition 4.1.

Force Majeure Event: has the meaning given to it in Condition 11.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is issued to the Customer by TWM both in the Order and otherwise.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Location: the location where the Goods are to be installed.

Order: the Customer's order for the supply of Goods and (if applicable) Services, as set out in the Customer's written acceptance of TWM's quotation.

Services: the installation services supplied by TWM to the Customer as set out in the Order.

TWM: TWM Traffic Control Systems Limited, registered in England and Wales with company number 4456251.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** excludes fax but not email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Goods and (if applicable) Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when TWM issues written acceptance of the Order, at which point and on which date the Contract shall come into existence.

2.3 Any samples, drawings, images or descriptions of the Goods and/or Services issued by TWM and/or contained on TWM's websites or in TWM's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract nor 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 law, trade custom, practice or course of dealing.

2.5 Any quotation given by TWM shall not constitute an offer, and is only valid for a period of 20 business days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS AND SERVICES

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with any instructions supplied by the Customer, the Customer shall indemnify TWM against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TWM arising out of or in connection with any claim made against TWM for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with TWM following the Customer's instructions. This Condition 3.2 shall survive termination of the Contract.

3.3 TWM reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and TWM shall notify the Customer in any such event.

3.4 TWM shall supply the Services to the Customer following good trade practice and using reasonable care and skill.

4. DELIVERY OF GOODS AND SERVICES

4.1 TWM shall use reasonable endeavours to deliver the Goods and (if applicable) the Services within the delivery period detailed on the Order, but any such dates shall be estimates only and time of delivery is not of the essence.

4.2 TWM shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after TWM notifies the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. In circumstances where TWM are also providing Services after delivery of the Goods, it is the Customer's responsibility to ensure that the Goods are safely stored prior to completion of the Services and neither TWM, nor any of its agents or subcontractors, may be held liable for any loss or damage to the Goods (unless such loss or damage is caused solely by their act or omission).

4.4 If TWM fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. TWM shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or a Customer Default or the Customer's failure to provide TWM with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Customer fails to accept delivery of the Goods, then except where such failure or delay is caused by a Force Majeure Event or by TWM's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods (and (if applicable) Services) shall be deemed to have been completed at 9.00 am on the third business day following the day on which TWM notified the Customer that the Goods were ready (at which point TWM may invoice the Customer in accordance with Condition 8.2); and

(b) TWM shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 TWM may deliver the Goods (and (if applicable) Services) by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

- 4.7 TWM is not responsible for: (a) restoring the Location to its previous condition following completion of the Services; (b) the cost of repairing any pre-existing faults or damage to the Location that it discovers whilst providing the Services; and/or (c) any loss or damage caused by an unexpected surge of electricity during the performance of the Services.
- 5. QUALITY OF GOODS**
- 5.1 TWM warrants that on delivery, and for the period specified in the Order (or, if none is so specified, for 12 months after delivery (or, if TWM is to install the Goods, installation) (**Warranty Period**), the Goods shall:
- (a) conform in all material respects with the Goods Specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by TWM.
- 5.2 TWM shall not be liable for the Goods' failure to comply with the warranty set out in Condition 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with Condition 5.3;
 - (b) the defect arises because the Customer (or a third party on the Customer's behalf) has failed to follow TWM's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Location, the position of the Goods at the Location or (save where the Goods are installed by TWM or by a third party on TWM's behalf) the method of installation;
 - (d) the defect arises as a result of TWM following any drawing, design or specification supplied by the Customer;
 - (e) the Customer (or a third party on the Customer's behalf) undertakes any maintenance, alteration or repair of the Goods;
 - (f) the defect arises as a result of fair wear and tear, damage, accident, negligence, an unexpected surge of electricity, vandalism or abnormal working conditions; or
 - (g) the defect arises as a result of a lack of daylight, storm, flood, unusually strong winds, earthquake, subsidence or other similar events of nature;
 - (h) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.3 Subject to Condition 5.2, if:
- (a) the Customer gives notice in writing to TWM (during the Warranty Period) as soon as reasonably possible after discovery that some or all of the Goods do not comply with the warranty set out in Condition 5.1 giving reasonable detail of the nature and extent of the defect;
 - (b) TWM (and/or its agent or subcontractor) is given a reasonable opportunity of examining such Goods, TWM shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.4 The Customer shall be responsible for all costs incurred by TWM if it is unable to find any defect in the Goods and/or if any defect identified in the Goods has been caused as a result of any of the circumstances detailed in Condition 5.2.
- 5.5 TWM will use its reasonable endeavours to repair or replace the defective Goods as soon as reasonably practicable and, in any event, will examine the Goods within 30 days of having received notice from the Customer under Condition 5.3(a) and will provide the Customer with a timetable for resolution within 15 days of having examined the Goods.
- 5.6 Except as provided in this Condition 5, TWM shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 5.1.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by TWM.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until TWM receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Notwithstanding Condition 6.1, the Customer will be entitled to use the Goods in the ordinary course of its business prior to the passing of title but such right shall terminate immediately if: (i) the Customer fails to make payment to TWM on the relevant due date; (ii) TWM, acting reasonably, notifies the Customer in writing that it has bona fide doubts as to the Customer's solvency; and/or (iii) the Customer is subject to, or suffers, any event of insolvency.
- 6.4 At any time before title to the Goods passes to the Customer, TWM may:
- (a) by notice in writing, terminate the Customer's right under Condition 6.3 to use the Goods in the ordinary course of its business; and
 - (b) require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, enter any premises/property of the Customer or of any third party where the Goods are stored and/or used in order to recover them. If the Goods have been incorporated into any property within the Customer's control, TWM may dismantle the Goods or detach them from any items and the Customer shall be liable to TWM for all costs incurred in so doing and for any diminution in the value of the Goods suffered by TWM.
- 6.5 The Customer shall not be entitled to encumber or in any way charge any of the Goods in which legal title remains vested in TWM.
- 7. CUSTOMER'S OBLIGATIONS**
- 7.1 The Customer shall:
- (a) ensure that the terms of the Order, any information it provides in the Order, the Goods Specification and in any pre-installation questionnaire, and all of its instructions from time to time, are complete and accurate;
 - (b) co-operate with TWM in all matters relating to the Services;
 - (c) provide TWM, its employees, agents, consultants and subcontractors, with access to the Location, the Customer's premises and other facilities as reasonably required by TWM to provide the Services;
 - (d) provide TWM with such information and materials as TWM may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare the Location for the supply of the Services and ensure that there is a safe environment for TWM to work in;
 - (f) provide TWM with full details of all pipes or cables at the Location which are not immediately obvious when viewing the Location;
 - (g) 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;
 - (h) comply with all applicable laws, including health and safety laws;
 - (i) keep all materials, equipment, and other property of TWM at the Customer's premises (**TWM Materials**) in safe custody at its own risk, maintain TWM Materials in good condition until returned to TWM, and not dispose of or use TWM Materials other than in accordance with TWM's written instructions or authorisation.
- 7.2 If TWM's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer (or any third party acting on the Customer's behalf) or failure by the Customer to perform any relevant obligation (including, without limitation, its obligations under Condition 7.1) (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, TWM shall have the right to suspend delivery of the Goods and, if applicable, 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 TWM's performance of any of its obligations;
- (b) TWM shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from TWM's failure or delay to perform any of its obligations as set out in this Condition 7.2; and
- (c) the Customer shall reimburse TWM on written demand for any costs or losses sustained or incurred by TWM arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

- 8.1 The price for the Goods and Services shall be the price set out in the Order and shall be exclusive of all costs and charges of delivery of the Goods (which shall also be as set out in the Order).
- 8.2 TWM shall invoice the Customer for the Goods and (if applicable) Services on or at any time after completion of delivery/installation of the relevant Goods.
- 8.3 The Customer shall pay each invoice submitted by TWM within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by TWM.
- 8.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time.
- 8.5 If the Customer fails to make a payment due to TWM under the Contract by the due date, then 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 Condition 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.6 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).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights incorporated in the Goods and (if applicable) arising out of or in connection with the Services shall be owned by TWM.
- 9.2 TWM grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use any Intellectual Property Rights in the Goods and (if applicable) Services for the sole purpose of using the Goods and (if applicable) receiving the Services in its business.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by Condition 9.2.

10. LIMITATION OF LIABILITY

- 10.1 The limits and exclusions in this Condition 10 reflect the insurance cover TWM has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 10.2 References to liability in this Condition 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.
- 10.4 Subject to Condition 10.3, TWM's total liability to the Customer shall not exceed the total amount which TWM has received from the Customer under the Contract.
- 10.5 The following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
- 10.6 The following types of loss and specific loss are not excluded: (i) sums paid by the Customer to TWM pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract; (ii) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of TWM. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings.
- 10.7 All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.8 This Condition 10 shall survive termination of the Contract.

11. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

12. GENERAL

- 12.1 TWM may at any time transfer its rights and obligations under the Contract to another person, company or firm.
- 12.2 The Customer may only transfer any of its rights and obligations under the Contract to another person or firm with the prior written consent of TWM.
- 12.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this Condition 12.3, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 12.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 12.7 The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 12.8 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.9 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 12.10 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. 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.