



TRAFFIC MANAGEMENT

TERMS AND CONDITIONS OF PURCHASE- MAY 2018 EDITION

These terms and conditions of purchase ('these Conditions') apply to all contracts for the sale of goods and/or services to Headway Traffic Management Limited and/or any of its subsidiaries namely, Headway Traffic Management (North) Ltd, Headway Traffic Management (East) Ltd, Headway Traffic Management (South) Ltd, Headway Traffic Management (West) Ltd and Headway Traffic Management (IOW) Ltd ('us', 'we', 'our' etc.)

Conditions applicable

The Purchase Order shall be deemed to be an offer by us to purchase the goods and/or services described therein pursuant to these Conditions. Such offer shall be deemed to have been accepted by you supplying the goods and/or services. Please note your counter-signature to these Conditions is not required in order for a contract to take effect.

Acceptance of the goods and/or services shall not occur or be deemed to occur, and there shall not occur or be deemed to occur any binding expression of our satisfaction with the goods and/or services, unless and until the requirements of these Conditions have been satisfied.

Any variation to these Conditions shall be inapplicable unless agreed in writing by us.

You may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of your rights or obligations under these Conditions without our prior written agreement.

These Conditions contain the whole agreement between us and you and supersede and replace any prior written or oral agreements, representations or understandings between us.

Price and Payment

The price payable for the goods and/or services shall be the price specified in the Purchase Order. We will not be liable for any expenses, charges, costs or fees except those specified in the Purchase Order.

The price is inclusive of VAT.

We generally pay invoices within 45 days of the end of the month in which we receive the invoice, provided we receive it on or before the 8th of the following month (e.g. January invoice must be received by 8th February)

Invoices received after the 8th of the month tend not to be processed until the following month, with payment then generally being made within 45 days of the end of that month. Please note that time is not of the essence as regards payment of invoices and we make no representations or warranties in respect thereof.

Interest shall not accrue on overdue invoices.

All invoices must be accompanied by such supporting documentation and evidence as we may reasonably request, otherwise they may not be paid. If you believe you are entitled to charge us for loss or damage allegedly caused by us, you must notify us immediately and supply a full and accurate breakdown of such charges.

Invoices received by us for goods, services, loss or damages later than 3 months from date of supply or notification of loss or damage will be disallowed, and we shall have no liability in respect thereof the contract being treated as discharged. No payment will be due from us or any of our agents in this regard.

You must submit regular statements of account to us to allow ledger checking and validate monies owed. No payment will be made until an accurate statement of account is received.

If any goods and/or services have not been supplied in full by the dates and times specified or in accordance with these Conditions, we shall be entitled not to make any outstanding payments unless and until such goods and/or services have been supplied (or re-supplied) in accordance with these Conditions. For the avoidance of doubt, if we withhold payment under this provision, you shall not be relieved from the obligation to carry out any unperformed service or to supply any outstanding goods.

The good and/or services

The quantity, description and specification of the goods and/or services shall be as specified in the Purchase Order (or as we may from subsequently from time to time specify or vary).

Where dates and times for delivery of goods and/or services are specified, they shall be of the essence.

You must expend such time and effort as may be necessary to deliver goods and/or services (including the provision of data, materials or reports) by any dates specified.

Where the Purchase Order comprises or to the extent it includes services, they may only be performed by you (or, if specified, certain named persons). Sub-contracting is not permitted without our express written consent. You must ensure that your employees and agents take all reasonable steps to safeguard their safety and the safety of other persons who may be affected by their actions or omissions.

We shall be entitled, during normal business hours and on reasonable notice but at your expense, to inspect all documents, systems, facilities and premises owned, controlled or occupied (as the case may be) by you for the purpose of ascertaining and investigating whether you are supplying the goods and/or services in accordance with these Conditions.

When providing the good and/or services hereunder, you must co-operate with us as we reasonably require, provide us with information and document as we reasonably require, make available to us such facilities as we reasonably require, and ensure that your employees and agents co-operate with and assist us.

You will keep detailed, accurate and up-to-date records of all goods and/or services supplied to us, which we may inspect (free of charge) on reasonable notice.

Unless we agree otherwise in writing, all intellectual property rights in any material, documentation or data developed, written, created or prepared by you for us (whether or not provided to us) belongs to us.

Confidentiality

You must keep confidential all information disclosed to or received by you about us or our business. You must only use such confidential information for the purpose of performing your obligations to us. You must inform your officers, employees and agents of your obligations under this provision and ensure that your officers, employees and agents also comply with these obligations. These obligations do not apply to any information which was known to you before disclosed to you by us; which is or becomes publicly available through no fault of yours; or which is required to be disclosed by order of a court of competent jurisdiction.

Warranties and liabilities

You warrant, represent and undertake that you will supply the goods and/or services specified in the Purchase Order in full in accordance with any specification we may prescribe and by the dates specified, with all due skill and diligence and in a good and workmanlike manner and in accordance with best practice in your industry; that all goods will be free from defects (manifest or latent) in materials and workmanship and be suitable in every aspect for the purposes intended by us; that you have full capacity and authority to contract with us; and that you have obtained all necessary and required licences, consents and permits to supply the goods and/or services.

Without prejudice to any other rights or remedies available to us, if you supply the goods and/or services (or any part of them) negligently or in breach of these Conditions, then (at our option) we may require you to re-supply the defective goods and/or services; we may carry out an assessment of the value of the defective goods and/or services and deduct the value thereof from any amounts we are required to pay to you; or we may obtain the replacements for the defective goods and/or services (or any part of them) from another supplier and you will be required to pay all amounts payable by us in obtaining such replacements.

You acknowledge and agree that when a sample of goods has been shown to or inspected by us, the sale constitutes a sale by sample.

You agree to indemnify us and keep us indemnified from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to us or any third party as a result (whether direct or indirect) of a breach of these Conditions.

You must maintain insurance to cover the liabilities that may arise from your supply of the goods and/or services described in the Purchase Order (or as we may reasonably require from time to time).

You must forthwith provide us with a copy of each policy of insurance currently in force if we so request.

You will be liable to us for all direct, indirect and consequential losses arising from any breach by you of these Conditions.

Delivery and acceptance

Title in any goods supplied shall pass on delivery of the goods. Risk in any goods supplied shall pass on delivery of the goods or (if later) on acceptance of the goods by us.

You must deliver goods and/or provide services at such location or locations (carriage paid) as we may specify in the Purchase Order (or as we may from subsequently from time to time specify or vary). You must not deliver in instalments, unless we have agreed to this in writing.

If you are required to deliver goods and/or provide services at our premises, you must comply with all our health and safety policies and security measures then in force.

Termination

We have the right to cancel the Purchase Order for any goods and/or services (or any part of the goods and/or services) which have not yet been delivered and/or provided to us. Such cancellation may (but need not) be made in writing.

Without prejudice to any other rights or remedies available to us, we may terminate the contract between us at any time by giving no less than 30 days' written notice; or immediately if you are in breach of your obligations under these Conditions or if you become insolvent or an order is made or resolution passed for winding you up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of your assets or undertaking or if you make any composition with your creditors or take or suffer any similar or analogous action in consequence of debt.

Upon termination (for any reason) you must deliver to us all equipment, products, material, documentation or data of ours which is in your possession or under your control at the date of termination. You must not retain copies of any such material etc.

Data protection

You acknowledge and agree that any data you collect and store shall be strictly for the purpose of the performance of the contract between you and us. Such data shall be stored, handled and used in accordance with all applicable data protection legislation, and in particular (but without limitation) you must put in place appropriate technical and organisational measures against any unlawful or unauthorised processing of that data or the accidental loss or destruction of or damage to it. You must also ensure all your staff with access to that data are fully trained and aware of all policies and procedures (internal and external) relating to the protection of that data, and you must not transfer personal data outside of the European Economic Area without our prior written consent.

If you sub-contract the performance of some or all of your obligations under these Conditions, you must procure that any sub-contractor(s) shall comply with the obligations set out in this Condition.

You shall indemnify and keep us indemnified against any losses, damages, costs, expenses (including without limitation legal costs), claims or proceedings whatsoever or howsoever arising from the suppliers unlawful or unauthorised processing of data in connection with these Conditions.

General

No failure or delay by us in exercising any right, power or privilege under these Conditions shall impair the same or operate as a waiver of the same, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Conditions are cumulative and not exclusive of any rights and remedies provided by law.

These Conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between you and us other than the contractual relationship expressly provided for. You do not have (and may not represent that you have) any authority to make any commitments on our behalf.

You must at our request (but at your own expense) execute and do any deeds and other things reasonably necessary to carry out the provisions of these Conditions or to make them easier to enforce.

If any provision of these Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Conditions.

Any notice given under these Conditions must be in writing and shall be sent by first class mail to the address of the relevant party set out in the Purchase Order (or to such other address as that party may notify to the other from time to time). Notices shall be deemed to have been received 3 working days after the day of posting.

These Conditions shall be governed by English law and we both submit to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing provision regarding written notice, these Conditions and the Purchase Order to which they are attached may be provided to you in electronic format (via email) and they shall nonetheless be binding on you.

Please note that we record telephone calls to and from our offices for quality and training purposes.