

15 November 2018
Project Ref. Q1171898
Quote No. 17-PPSFARN-00425 Alt. 2 Ver. 1

Crayfern Homes Ltd
Victoria House
14 St Johns Road
SOUTHAMPTON
SO30 4AB

For the Attention of : Adam Smith

Burndell Road, Yapton

Dear Sir,

Further to your recent enquiry we now take pleasure in confirming the attached quotation for the above scheme based on the information supplied which we have interpreted as follows...

Information Required	Comments
Water Authority	SOUTHERN WATER ADOPTABLE
Foul or Surface Water or combined	FOUL WATER
No of dwellings / Commercial (ha) or confirmed design peak inflow	45 residential dwellings
Design Flow Rate	6.1 L/s
Pump Station Cover Level	7.200m AOD
Top Water Level - Lowest Private Lateral - Flood Level	5.806m AOD at Manhole F27/1
Pump Station Inlet Invert Level	3.123m AOD
Valve chamber outlet invert level	6.000m AOD
Rising Main Profile - Long Section	78.8m long, continually ascending profile
Rising Main Invert Level at Discharge manhole	5.350m AOD
Manhole Schedule	Provided
Drainage Plan	Provided
Storage Required	45 dwellings x 160 L/dwelling = 7200 litres
Site Postcode	BN18 0HR

The pump units offered for this application are fitted with impellers suitable for solids handling as detailed in the specification and are primarily designed for use on wastewater applications. It must, however, be appreciated that inadequate benching within the sump and/or the use of low level inlet sewers may promote the deposition of solids during low inflow periods. In such pumping systems, a poor choice of pumping control method can significantly increase the risk of blockages. In particular, high pumping rates at low depths of flow e.g., at the end of a pumping cycle, can cause rapid re-suspension of the sediment, effectively increasing the solids concentration.

It is imperative, therefore, that the pumping system be designed in such a way as to avoid the risk of such occurrences.

For your assistance we enclose explanatory literature and drawings relevant to the type of equipment offered.

Please quote our reference number (Q1171898) on any correspondence relating to the enclosed.

From our preliminary review the provisional enquiry data/drawings supplied, our proposals are based on the latest requirements within the Southern Water (SWS) Sewers for Adoption 7th Edition (SFA7) pumping station Addendum dated June 2013 as currently published on the WRC website.

- Foul Water PS with a peak inflow of 2.08 L/sec; we propose a design discharge rate of 6.1 L/sec which, in accordance with SFA7 addendum is **> ½ Peak Inflow**. This provides self-cleansing velocity in the proposed rising main. This also satisfies the Southern Water requirement for the velocity in the wet well and valve chamber pipework to be between 1.2m/sec and 2.0m/sec.
- For the rising main we propose the use of a 80mm outside diameter PE100 SDR17 pipe with a mean bore of 78.7mm.
- As the rising main is less than 500m long, Southern Water are unlikely to specify surge analysis as a requirement. As such we have excluded this from our quotation.
- Retention time with the wet well and rising main is 1.40 hours at full usage and 2.79 hours at half usage. This does not exceed the recommended 6 hours at which septicity could be an issue and as such we have excluded septicity suppression equipment from our quotation.
- Please note our proposals are based on a fixed speed design which means that the actual flows will vary across the pump operating levels as shown in the attached pump curve.
- The high level alarm level would be set at 2.723mAOD to accommodate the required operating levels below the inlet.
- Given the pump chamber cover level and chamber inlet pipe invert level, we have set the pump chamber dimensions to be 1800mm Ø x 5500mm deep to keep the retention times and pump starts to an acceptable level.
- Serving 45 properties, the emergency storage required as SFA7 suggests is **160 ltrs per dwelling per day**, this equates to 7,200 litres of emergency storage. The pump chamber will hold 7845 litres, up to the level of the lowest private lateral which we identified to be 5.806m AOD at Manhole F27/1.
- We have utilised 80mm Ø pipe to meet the minimum recommended velocity as required by Southern Water of **1.2m/s** for the station pipework and rising main respectively.
- At a pump design flow rate of 6.1 L/sec against a total calculated head of 5.96m (at mid water 2.237mAOD) we have selected submersible wastewater explosion-proof pumps from our NP 3085.190 MT range fitted with 4-pole 2.0 kW DOL 400V/3-ph/50Hz 1375 rpm motors. These pumps deliver an actual flow rate of 7.32 L/sec at 7.21m head. This equates to an actual velocity through the station pipework of 1.5 m/s.

We refer you to the enclosed quotation which we trust you will find of interest, although should you require any further information do not hesitate to contact us.

Yours faithfully,

Phillip Bingham

FW102 SWS - 1800/80mm - 6.1 l/s

Qty	Description
	PUMP EQUIPMENT
2	NP3085.190 Cast iron submersible Electric pump 461 adaptive impeller 2.0kW 400/3/50 stator connected Y Discharge 80mm ATEX approval c Ex d IIb Gb T4 20m 4G1.5+2x1.5mm cable Thermal switches
2	Cast iron discharge connection Outlet connection 100mm NP16 Standard paint finish
2	Upper guide rail holder for 2" guide rails Grade 316 stainless steel
4	2" diameter pump guide rail - 6m length Stainless steel grade 316
4	Intermediate Guide Rail Bracket
2	Stainless steel grade 316 lifting chain 500kg SWL 7m long with lifting rings at each end and every metre
2	Stainless steel grade 316 bow shackle 3.3t SWL
	ANCILLIARIES
2	Blue Rope Assy-1x10m Length
3	Stainless Steel Cable/Chain Bracket
1	Ultrasonic Bracket
6	SS Eye Nuts For SWS Ladder
	PIPEWORK
1	80mm Side Exit Pipework Detached
2	80-100mm Flat Taper
2	80mm Diameter double flanged pipe x 3000mm long ductile iron pipe to BS EN 598 flanges drilled to PN16 red coated external, HAC lined
2	80mm Single Flange Pipe 1m Long
3	Pressure Tapping Assembly
2	100mm BZP Joint Set
6	80mm BZP Joint Set
	OVERPUMPING
1	80mm Horizontal Overpumping
1	80mm Single Flange Pipe 1m Long
1	MSG Penstock Extension Spindle 1m Long
	VALVE CHAMBER DRAIN
1	100mm Cast Iron Penstock
1	Extension Spindle 1500mm Long
1	MSG Bracket
1	Tee Key 1m Long
1	100mm Single Flange Pipe 3m Long
2	100mm Pipe Coupling
1	100mm Coplastic Flap Valve

Qty	Description
	CONTROL & ELECTRIC EQUIPMENT
1	SWS 7th Edition Control Panel, GRP Kiosk 2000mm Wide x 750 Deep x 1750mm High, I/S relay on back up float, non-powered Zener barrier, multi-function power meter, brown out reset timers, over-temp lockout circuits from kluxons, dry run protection, run back timer and Hydroranger Plus Ultrasonic with XRS5 Transducer c/w 30m cable, EXP Pumps
2	PUMP JUNCTION BOX
20	1.5mm 7 core TRS flex cable
2	Ultrasonic Junction Box
2	Float Junction Box
2	ENM10 Level Regulator Blue 0.95-1.10 g/cm3 c/w 20m Blue PVC cable
1	Earth Pit Assembly
1	Adoptable Pump Station Sign Set
1	Rubber Mat
1	PME Bonding Material Set
1	100mm Rise Sealant
2	150mm Rise Sealant
	TELEMETRY
1	M40 PSTN SW Variant incl lightning arrestor
	ACCESS COVERS
1	1000 X 750mm Inlet Manhole Cover FACTA B
1	Access Cover Steelway FACTA B Stamp-Lock Pro-Lift c/w Safety Posts And Solid Barriers 1500 x 900mm Opening (Twin Lid Variant)
1	Access Cover Steelway FACTA B Stamp-Lock Pro-Lift c/w Safety Posts And Solid Barriers 2400 x 1800mm Opening
1	Cover Keys
	LIFTING EQUIPMENT
1	500kg Reid Lifting Davit
1	500kg Reid Cast In Davit Socket
	INLET PENSTOCK
1	150mm Cast Iron Penstock
1	MSG Penstock Extension Spindle 4m Long
2	MSG Bracket
1	Tee Key 1m Long
1	Surface Box
	BAFFLE PLATE
1	Baffle Plate Zinc Plated 150mm
	SITework & PROJECT MANAGEMENT
3	M&E Installation Visit
1	Commissioning Visit
1	Bonding
1	Supply 3 Hard Copies OR 1 Electronic Copy Of Operating And Maintenance Manuals To Our Standard Format.
1	Delivery Charge

Total Price GBP £ 39,250.00

Terms and Conditions - SFA Adoptable Pumping Station

Despatch/Availability	:	10-12 working weeks from approval/order, whichever is the latest date.
Carriage	:	Paid, off-loading of equipment by others
Validity	:	This offer shall remain valid for a period of 45 days for acceptance by yourselves or alternatively by your designated subcontractor.
VAT	:	Extra at the standard rate
Conditions	:	Xylem Water Solutions UK Terms & Conditions of Sale as Attached Copy Apply At All Times Unless Otherwise Agreed In Writing.
	:	Prices are strictly Nett, no Discounts or Retentions included.
	:	Should you require a 2½% main contractors discount add 1/39 th to the above prices and add 2% for a maximum 5% Retention for 12 months from the date of plant commissioning.

TENDER CLARIFICATION - SW SFA7 - SFA7 Adoptable Pumping Station

Specification & Scope of Supply

The pumping station design is to the SFA7 document but includes for M&E specification generally to Southern Water's latest addendum of SFA7.

Any items not detailed within our quotation are not included unless otherwise agreed in writing.

The Xylem scope will be limited to the supply, installation and commissioning of the following items:-

- Twin Duty & Standby Flygt Submersible FIXED SPEED explosion-proof pumps c/w 20 metres of power cable.
- Flygt Automatic Coupling Discharge Connections.
- Stainless Steel Pump Guide Rails.
- Stainless Steel pump lifting chains.
- Flygt Hydraulic Flushing valve fitted to one pump.
- Ductile Iron Pump Discharge Pipe work and Cast Iron Valves including wet well/valve chamber interconnecting pipe work and couplings, extension spindles and brackets.
- Ductile iron over pumping point with 100mm female Bauer connection.
- Level Control System comprising of an Ultrasonic Controller with Transducer head, fixing brackets, float switch back up control floats.
- Fixed Speed Multi Compartment Pump Control Panel housed within a Roadside GRP Kiosk.
- Storage kiosk.
- All interconnecting cabling, earth bonding, generator earth pit and rod.
- Auxillary Suction Subject to Southern Water approval.

The following items will be supply only, issued for the ground worker to fit:-

- Lifting Davit and cast in socket to suit. The davit socket can be shipped to site prior to the pumps etc so that the civil contractor can cast.
- 100mm penstock to fit to chamber drain, 100mmØ pipe, couplings and flap valve.
- 150mm penstock to fit to Inlet Chamber
- Inlet Chamber Access Cover.
- Wet Well Pro Lift Access Cover.
- Valve Chamber Pro Lift Access Cover.
- Baffle Plate

The following items will be the responsibility of the Ground worker:-

- All civil works associated with construction of the wet well, valve chamber including cover slabs and bases, compound, compound fence/wall/and gates.
- Provision and installation of fixed lifting gantry, if applicable.
- All cable ducts complete with draw ropes.
- Rising Main procurement, installation and testing.
- Connection of the rising main to the pump station pipe work including PE > Ductile Connector.
- Water Supply to allow Xylem to 'Wet Commission' the pumps.
- Load testing of the davit socket.
- Incoming Power Supply cable to be brought into the control cabinet.

Pump Specification

We have selected submersible sewage pumps from the Flygt N range suitable for operating from a 400v/3ph/50hz electrical supply as specified earlier within this document.

The pumps will be supplied in an explosion proof format complete with intrinsically safe level controls.

One pump per station would be fitted with a hydraulic auto-flush valve.

The pumps will be provided with Stainless Steel Guide Rails and Stainless Steel Lifting Chains.

Station Layout

The pumps would be installed within concrete wet well and detached valve chamber constructed by others typically to SFA7 standard layout. Full arrangement drawings for your scheme will be provided in the event of an order.

Our contract would terminate a short distance outside the valve chamber with a plain ended pipe from where provision of the rising main and all connections to the pump station pipe work would be the responsibility of others.

Pump Cabling

For each station, the pumps and level controls would be supplied complete with 20m of cable for direct connection to the control panel.

We have allowed for sealing the two 150mm pump cable ducts per and one 100mm level control cable duct with RISE Cable Transit system at the kiosk location.

Control Equipment

Automatic level control would be provided via an ultrasonic level control system augmented by two separate float switches for high level and ultrasonic failure all wired back to a multi compartment COMPOSITE control panel installed within a GRP Kiosk.

We have also included a separate storage kiosk in accordance with Southern Water requirements.

Telemetry Equipment

We have included for a M40 PSTN SW Variant incl lightning arrestor.

Please note, it is the responsibility of the developer to organise and to provide a British Telecom PSTN line to serve the telemetry outstation and to pay for any rental charges to enable the alarms to operate.

Ancillary Steelwork

We have included within our offer the following items of ancillary steel work all of which would be issued on supply only basis for fixing by the ground worker.

1. 1no. Lifting Davit Arm and Cast in Socket.
2. 1no. Pump Chamber Access Cover 1500 x 900mm Clear opening.
3. 1no. Valve Chamber Access Cover 2400 x 1800mm Clear opening.
4. 1no. Inlet Chamber Access Cover 750 x 750mm Clear opening.
5. 1no. 100mm Penstock and surface box for Valve Chamber drain.
6. 1no. 150mm Penstock and surface box for Inlet Manhole.
7. 1no. 'T'-key for operation of penstocks and gate valves.

Installation and Commissioning

Our proposal includes for site attendances for installation and commissioning visits only. Should additional visits be required to undertake surveys, pre contract meetings etc, then we reserve the right to charge accordingly.

For installation purposes suitable anchor points for safety equipment and hand railing/kick boards around unprotected openings would be provided by the main/civil contractor.

We will be afforded full and un-interrupted access right up to the pump station edge with adequate parking for our vehicles nearby. All passes and permits to work will be issued to us prior to our site attendance. Off loading facilities need to be provided by the main/civil contractor.

We do not include for the testing of the rising main and we assume that any necessary water supply for wet testing/commissioning of the pump sets will be provided by others free of charge on an un-restricted basis.

Witness Testing and Handover

Should the adopting authority wish to witness testing of the pumping station or require a hand over provided this occurs whilst we are on site doing our main commissioning works then no additional charges will accrue. If a separate attendance is required this can be undertaken at extra cost as further detailed.

Operating & Maintenance Manuals

We have included for three sets of operating and maintenance manuals to the standard Xylem format. Alternative formats can be provided at extra cost.

WARRANTY & MAINTENANCE

The pump station has a 12 month warranty covering faulty workmanship and materials only. We would stress however that this does not include general housekeeping and regular maintenance, both of which are essential to ensure the pump station operates in a reliable and cost effective manner.

We would therefore strongly recommend that you give careful consideration to the enclosed quotation for a ServiceCare contract, which would ensure integrity of the warranty and help prevent costly breakdowns which, in the event of a total station failure, could result in unpleasant disruption and significant tankage costs.

We are pleased to confirm our offer for a **free extended 12 month warranty** on this pump station. If we receive your **order** for the attached Maintenance Contract Quotation **minimum 4 visits per annum with your order for the Main Pump Station** we will **extend the warranty** on the pump station from **1 year to 2 years**, free of charge.

Our proposal is based on the optimum level of maintenance required for this type of installation, however our Service Sales Department would be pleased to discuss alternative options, such as a fully comprehensive PumpCare package which covers preventative maintenance, emergency callouts and replacement parts and can be tailored to your individual requirements.

We have also taken this opportunity to include information regarding our early warning or 'Telemetry' System. This unit detects and automatically reports station faults to our control centre, thus providing forewarning of potential station failure.

Subject to a continuous maintenance contract being taken out with ourselves, this may be loaned for an annual rental of **£416.00 + VAT per station**. In the event of the contract being terminated, the equipment which would remain our property would be removed. The equipment would either be installed prior to our installation works or at the first service visit. If separate installation is required, extra cost would be involved.

Date. 15th November 2018
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SERVICECARE QUOTATION

SITE NAME		Burndell Road, Yapton, nr. Arundel				
PUMP STATION	PUMP TYPE & QUANTITY		CHAMBER DEPTH	MOTOR RATING	VISITS PER ANNUM	COST PER ANNUM
Foul Water	NP 3085 MT	2	5.5m	2.0kW	ONE TWO FOUR	£546.00 +VAT £846.00 +VAT £1,254.00+VAT
GSM Telemetry Rental	Advanced Warning System (Per Station)				-	£416.00 + VAT
SCOPE OF WORK	To carry out Routine or Major servicing of the above pump station, generally as detailed in the attached Schedule, and at the above frequency and cost.					
TERMS & CONDITIONS						
• This quotation is valid for 30 days. • All prices and rates are exclusive of VAT. • Payment is due at commencement of contract. • Callouts are chargeable. • Telemetry: To be fitted at 1st service visit and subject to satisfactory signal & where the kiosk is at ground floor or above & adjacent to an outside wall. • The above prices are based on a single man attendance. Should 2 men be required due to Health & Safety reasons, we reserve the right to amend our prices accordingly. • Renewal of contract will be automatic subject to inflation. • The limit of chargeable replacements without order is £150. • Terms & Conditions apply (see overleaf). • Termination of contract is subject to 3 months notification.						

We accept the above quotation. Name : _____ Signed : _____

INVOICE ADDRESS	<u>PAYMENT METHOD</u>
	* Credit Card ☐ (Confirmation invoice to follow) Credit Card No: Expiry Date: Issue No: (Switch only) Card Type i.e. Visa:
Order Number	* Cheque ☐ (Confirmation invoice to follow) I enclose a cheque for £ inc VAT * Account ☐ Please submit invoice for payment
Site Postcode	
Site Contact	
Site Tel Number	

Please return completed form to: Service Sales Department.

CLIENT : Crayfern Homes Ltd **DATE** : 14/11/18
SITE : Burndell Road, Yapton, nr. Arundel, West Sussex
PROJECT REF : Q1171898

TECHNICAL DATA SOUTHERN WATER SFA7

PUMP STATION

Liquid handled : **FOUL**
 Design flow (l/sec) : **6.1**
 Cover level at pump chamber (m) : **7.200**
 Invert level of lowest inlet (m) : **3.123**
 Pump Chamber base (m) : **1.700**
 Invert level of valve chamber outlet (m) : **6.000**
 Discharge invert in receiving manhole (m) : **5.350**

RISING MAIN PIPE

Length (m) : **79** **90mmOD SDR17 PE100**
 Inside diameter (mm) : **78.7** *0*
 Undulating rising main : **No** *tbc*

PUMP DATA

Number of pumps : **2**
 Type of pump : **NP3085.190 MT** **461**
 Pump impeller type : **N**
 Solids handling (mm) : **N/A**
 Capacity per pump (l/sec) : **7.32** *Mid Water*
 Head generated (m) : **0.00**
 Motor speed (RPM) : **1375**
 Motor rating (KW) : **2**
 Full load current (Amps) : **4.5**
 Power supply (Volts) : **400V Three phase 50Hz**
 Method of starting : **DOL**
 Zone classification : **EXPLOSION PROOF**
 Length of pump cable (m) : **20**
 Pump Weight (kg) : **69**

INLET CHAMBER

Inlet chamber construction : **Concrete** *constructed by others*
 Inlet chamber Diameter (mm) : **1500**
 Inlet chamber Depth (mm) : **4.177**
 Slab thickness (mm) : **to be specified by others**
 Inlet Chamber outlet pipe diameter (mm) : **150**
 Access cover size (mm) : **1000 x 750**
 Access cover wheel loading (tonnes) : **FACTA Class B**

WET WELL

Wet well construction : **Concrete** *constructed by others*
 Wet well diameter (mm) : **1800**
 Emergency Storage capacity (m³) : **Offline storage tanks**
 Wet well overall depth (mm) : **5500**
 Slab thickness (mm) : **to be specified by others**
 Wet well discharge pipe size (mm) : **80**
 Access cover size (mm) : **1500 x 900**
 Access cover wheel loading (tonnes) : **FACTA Class B**
 Number of inlet connections : **Isolation of incoming sewers by others**

VALVE CHAMBER

Valve chamber construction : **Concrete** *constructed by others*
 Valve chamber Length (mm) : **2400**
 Valve chamber Width (mm) : **1800**
 Valve chamber overall depth (mm) : **1500**
 Slab thickness (mm) : **to be specified by others**
 Pipes & Valves nominal diameter (mm) : **80**
 Valve Chamber outlet pipe diameter (mm) : **80**
 Valve chamber drain diameter (mm) : **80**
 Overpumping diameter (mm) : **100** *Female Bauer*
 Access cover size (mm) : **2400 x 1800**
 Access cover wheel loading (tonnes) : **FACTA Class B**

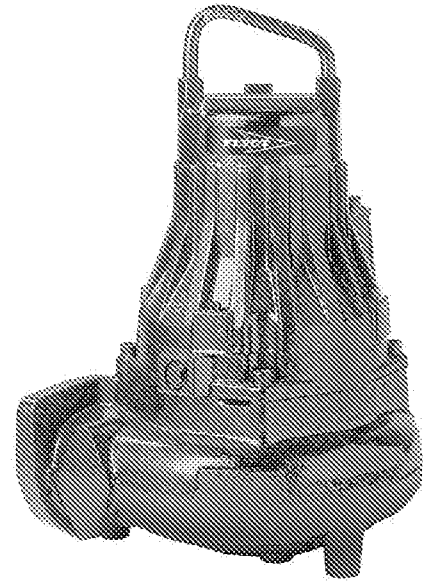
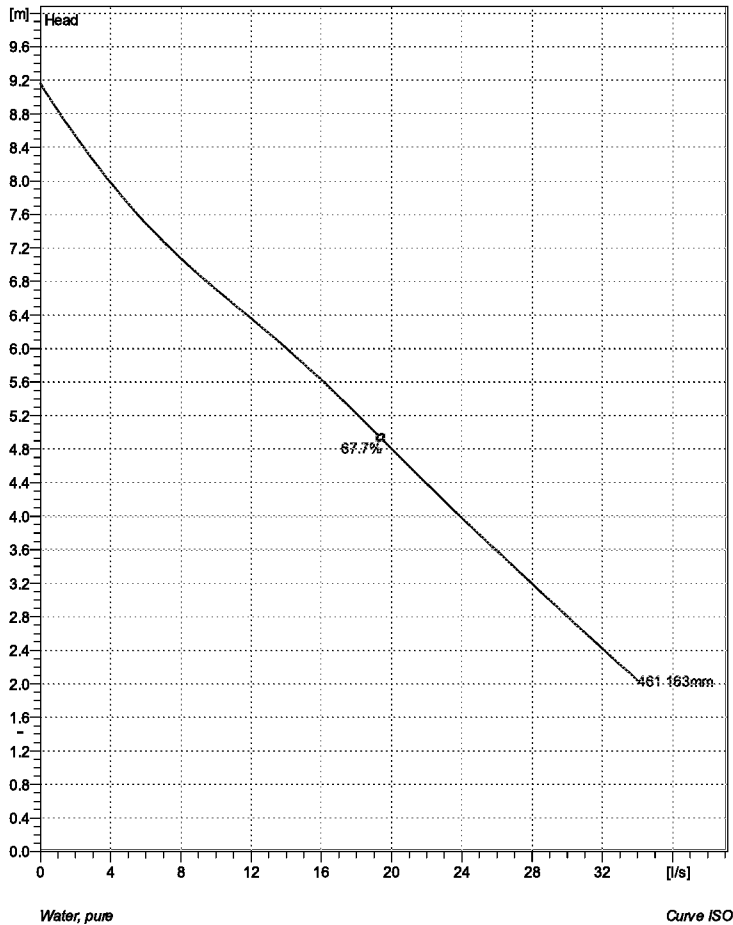
CONTROLS

Enclosure : **GRP Roadside Floor fixing Kiosk**
 Enclosure dimensions (mm) : **1750 H x 2000 W x 750 D**
 Control panel : **2-Pump Generic SFA7**
 Level controls : **Ultrasonic c/w high level and backup float switches**
 Location of electricity meter : **within kiosk**
 Duct length from chamber to control panel (m) : **10**

General arrangement drawing : **Provided in the event of an order**

NP 3085 MT 3~ Adaptive 461

Technical specification



Note: Picture might not correspond to the current configuration.

General

Patented self cleaning semi-open channel impeller, ideal for pumping in most waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

Impeller

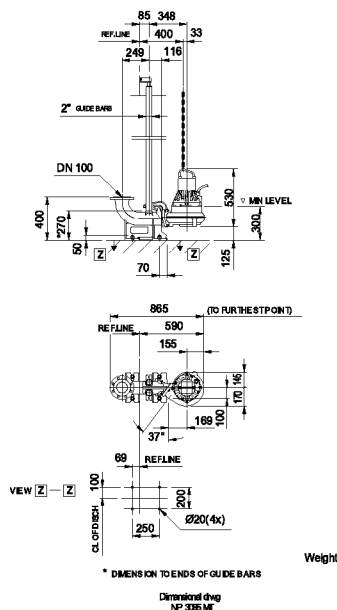
Impeller material	Grey cast iron
Discharge Flange Diameter	80 mm
Suction Flange Diameter	80 mm
Impeller diameter	163 mm
Number of blades	2

Motor

Motor #	N3085.190 15-10-4AL-W 2KW
Stator variant	CSA
Frequency	67
Rated voltage	50 Hz
Number of poles	400 V
Phases	4
Rated power	3~
Rated current	2 kW
Starting current	4.5 A
Rated speed	19 A
Power factor	1375 rpm
1/1 Load	0.86
3/4 Load	0.81
1/2 Load	0.70
Motor efficiency	
1/1 Load	74.2 %
3/4 Load	77.8 %
1/2 Load	78.4 %

Configuration

Installation: P - Semi permanent, Wet



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NP 3085 MT 3~ Adaptive 461



Performance curve

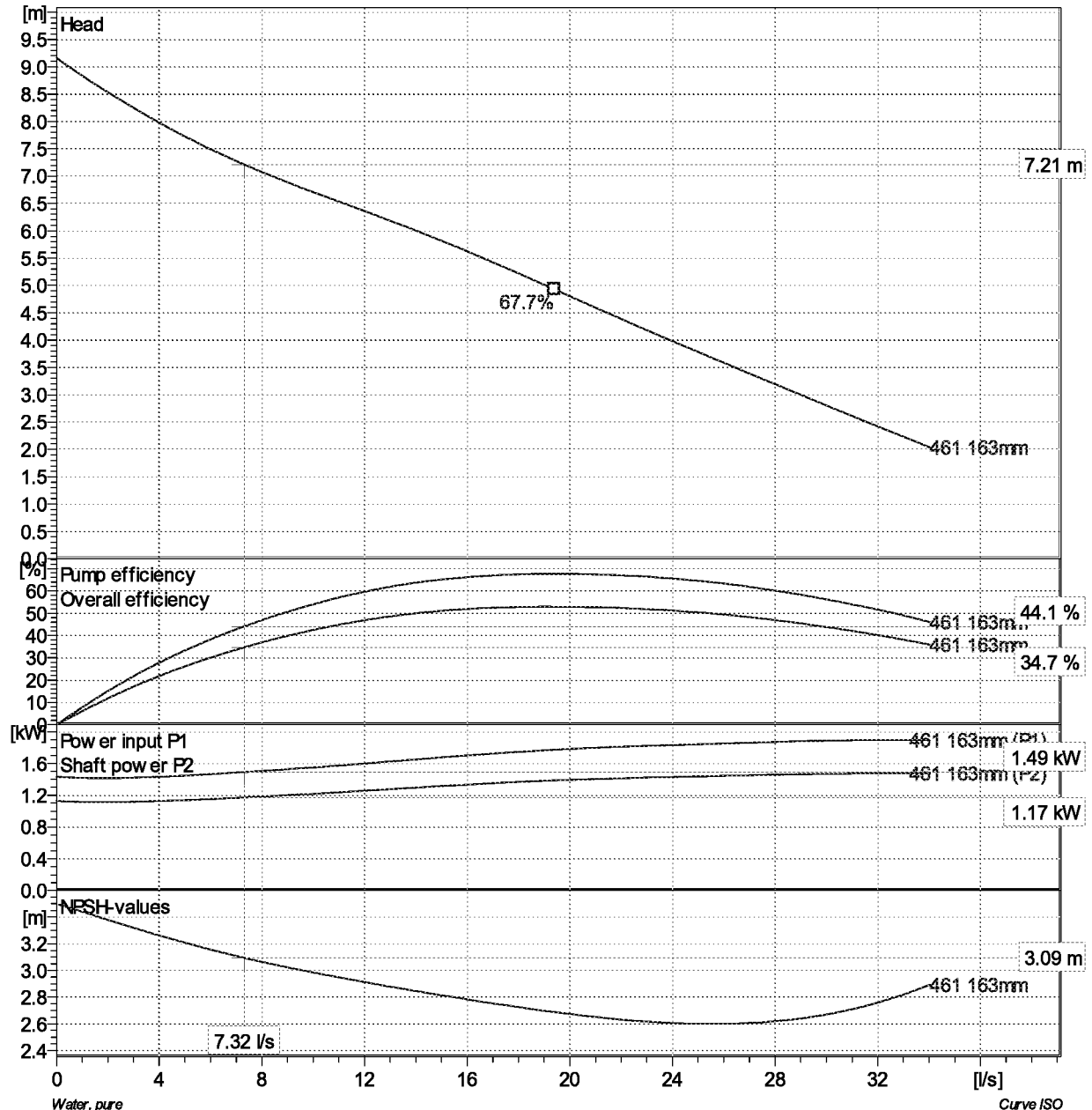
Pump

Discharge Flange Diameter 80 mm
Suction Flange Diameter 80 mm
Impeller diameter 163 mm
Number of blades 2

Motor

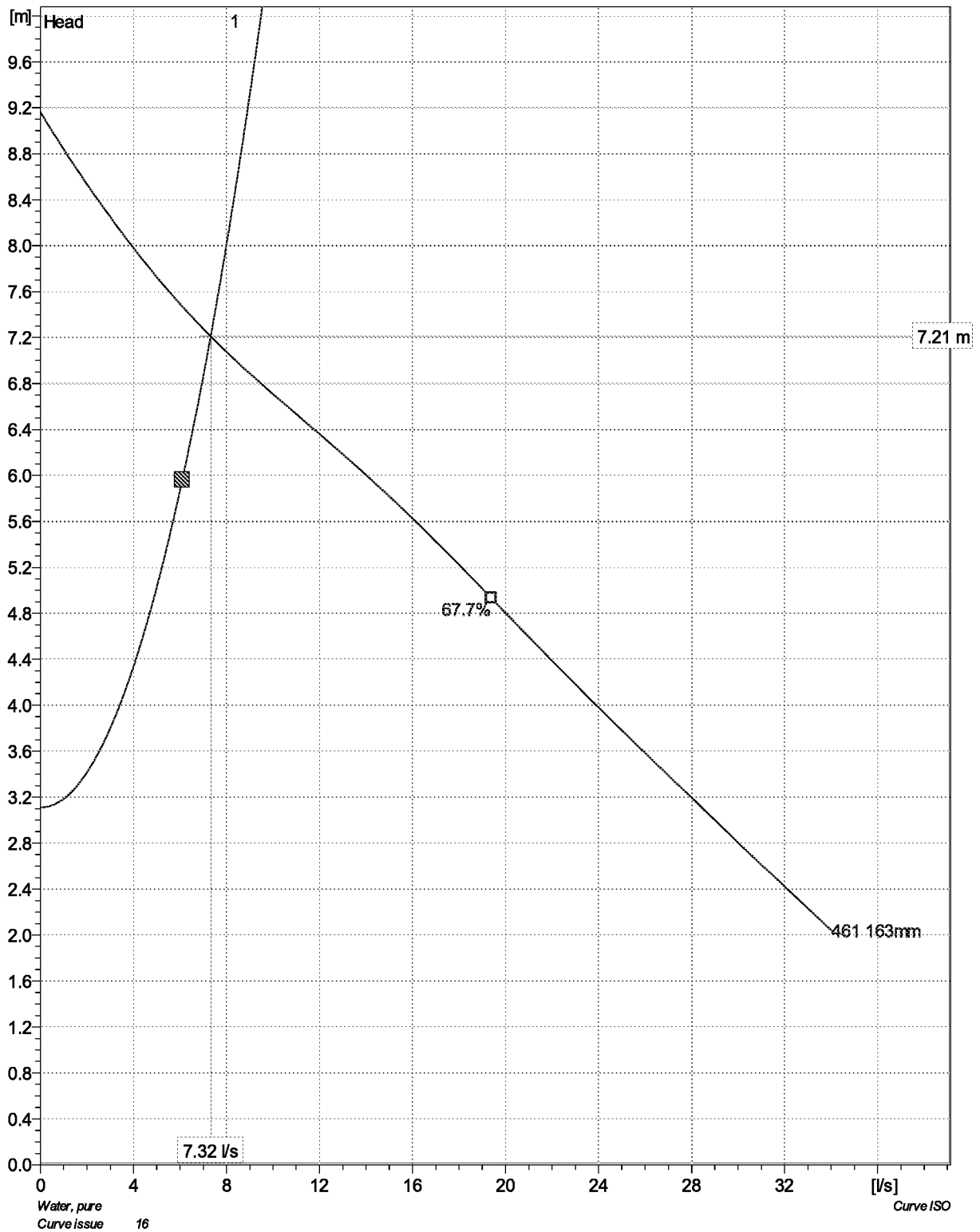
Motor # N3085.190 15-10-4AL-W 2KW
Stator variant 67
Frequency 50 Hz
Rated voltage 400 V
Number of poles 4
Phases 3~
Rated power 2 kW
Rated current 4.5 A
Starting current 19 A
Rated speed 1375 rpm

Power factor
1/1 Load 0.86
3/4 Load 0.81
1/2 Load 0.70
Motor efficiency
1/1 Load 74.2 %
3/4 Load 77.8 %
1/2 Load 78.4 %



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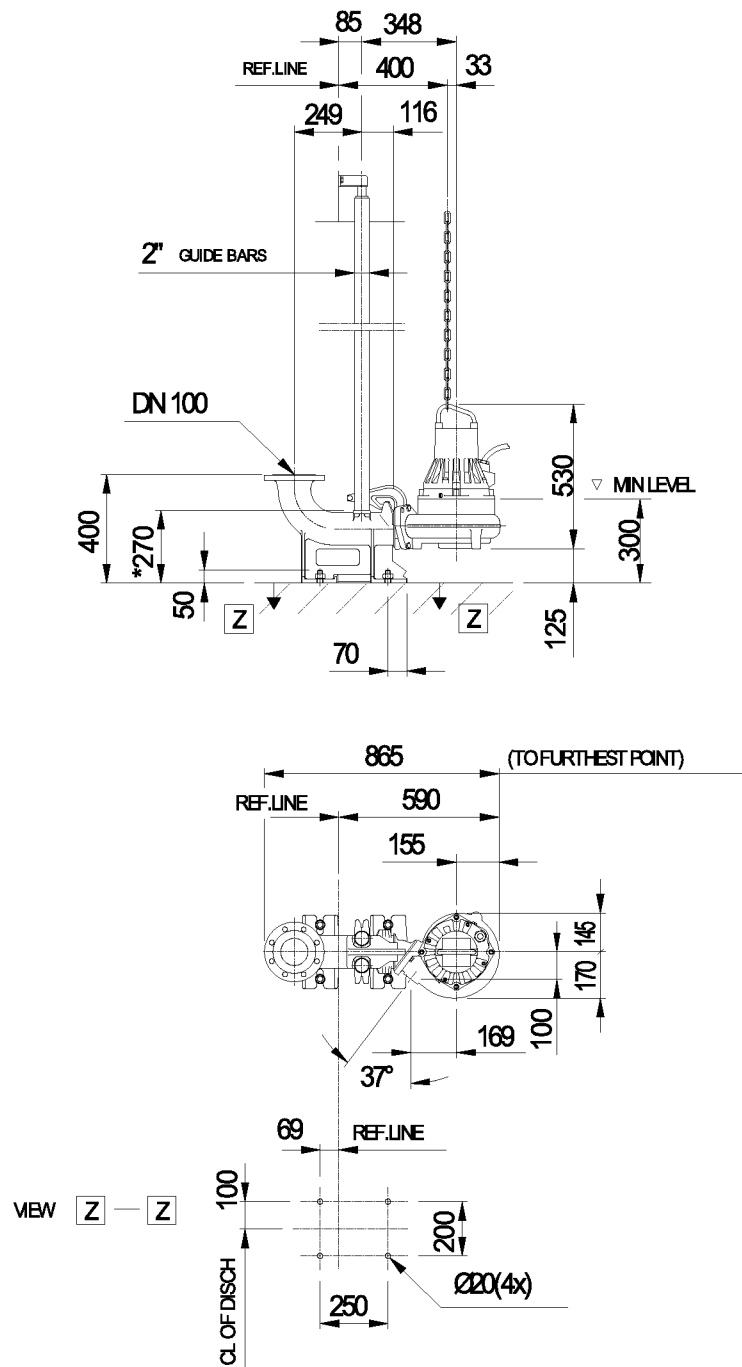
NP 3085 MT 3~ Adaptive 461 Duty Analysis



Pumps running /System	Individual pump			Total			Pump eff.	Specific energy	NPSHre
	Flow	Head	Shaft power	Flow	Head	Shaft power			
1	7.32 l/s	7.21 m	1.17 kW	7.32 l/s	7.21 m	1.17 kW	44.1 %	0.0566 kWh/m³	3.09 m

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NP 3085 MT 3~ Adaptive 461
Dimensional drawing



* DIMENSION TO ENDS OF GUIDE BARS

Weight

Dimensional dwg
NP3085MT

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TERMS AND CONDITIONS FOR SALE AND INSTALLATION OF GOODS

1 INTERPRETATION

- 1.1 In these conditions, the definitions set out below shall apply.
Buyer: the firm or company who purchases the Goods from the Company.
Company: Xylem Water Solutions UK Limited.
Contract: any contract between the Company and the Buyer for the sale and purchase and, if applicable, installation of the Goods incorporating these conditions.
Site: the site address as specified in the quotation provided by the Company to the Buyer.
Delivery Point: the place where delivery of the Goods is to take place under condition 4.
Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts thereof).
- 1.2 Any reference to a statute or a provision of a statute includes the same as amended, re-enacted or consolidated at the relevant time.
- 1.3 The headings are for convenience only and shall not affect interpretation of these conditions.
- 1.4 References to the singular include the plural and vice versa as the context admits or requires.

2 APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 60 days only from its date, provided that the Company has not previously withdrawn it.

3 DESCRIPTION

- 3.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2 All samples, drawings (including, but not limited to, any drawing created by the Company's engineer(s)) descriptive matter, specifications and/or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4 DELIVERY AND INSTALLATION

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place when the Company's delivery vehicles arrive at the Site. For the avoidance of doubt, it shall be the Buyer's responsibility to unload the Goods from the Company's delivery vehicles.
- 4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.3 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or, if applicable, delay in the installation of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are delivered, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - the Goods shall be deemed to have been delivered and the Company's invoice shall be raised for payment as if delivery had actually taken place;
 - the Company may store the Goods at its sole discretion until delivery (entirely at the Buyer's risk) whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance) save that the Company may, at its sole discretion at any time, cease to provide such storage facilities; and
 - insured storage will only be arranged on written request from the Buyer and, in any event, will be provided at a cost of £50 per week.
- 4.5 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.6 Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other contract or instalment.

- 4.7 Where the Company has agreed to install the Goods then subject to satisfaction of the Buyer's obligations set out in these conditions in relation to delivery and installation, the Company shall install the Goods at the Buyer's premises with reasonable skill and care.
- 4.8 The Company shall separately make available to the Buyer its requirements for site readiness for installation of the Goods.
- 4.9 The Buyer shall be responsible for making the Site ready for installation which shall include, without limitation, ensuring that chambers are constructed with the cover slabs in position or the tank buried; ensuring that chambers are dry and free from rubble; kiosk plinth, to ensure that cable duct and other associated works have already been constructed; and to ensure that there is reasonable hard road vehicle access or alternatively assistance and/or craneage if it is not possible to park vehicles adjacent to the pump chamber.
- 4.10 Where the Company has agreed to install the Goods at the Site and the Goods have been delivered but the Site is not ready for installation to be completed, risk in the Goods shall pass to the Buyer who shall be responsible for insuring and storing the Goods and for any loss and/or damage, howsoever caused, to the Goods.
- 4.11 Save where a separate maintenance agreement has been entered into with the Company (in which case visits to the Site shall be governed in accordance with that separate agreement and/or any related conditions), after delivery and, if appropriate, completion of installation of the Goods, any attendance at the Site and/or investigations or maintenance by the Company in relation to the Goods shall be chargeable to the Buyer at the Company's usual rates.

5 NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6 RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- the Goods; and
 - all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- hold the Goods on a fiduciary basis as the Company's bailee;
 - where the Goods have not been installed, store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 6.4 The Buyer may re-sell the Goods before ownership has passed to it solely on the following conditions:
- any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such sale.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- the Buyer convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the grant-ing of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; and/or
 - the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; and/or
 - the Buyer encumbers or in any way charges any of the Goods.
- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7 PRICE

- 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.
- 7.2 The price for the Goods shall be exclusive of any value added tax (if applicable) and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

8 PAYMENT

- 8.1 Subject to condition 8.4, payment of the price for the Goods is due in pounds sterling within 30 days of the date of the invoice.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4 % above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.

9 CANCELLATION OF ORDER

- 9.1 The Buyer acknowledges that the Company will begin to incur costs (including, but not limited to, the cost of raising purchase orders with suppliers) following the date of the order acknowledgement letter sent by the Company to the Buyer confirming the order for the Goods (the "Order Acknowledgement Letter"). The Buyer further acknowledges and agrees that a cancellation charge of 20% of the value of the Contract will be incurred if the Contract is cancelled after the date of the Order Acknowledgement Letter but before delivery of the Goods has taken place.

10 NO SET-OFF/RETENTIONS, ETC

The Buyer shall make all payments due under the Contract in full on time without any retention or deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

11 QUALITY

- 11.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 11.2 Save for where a separate maintenance contract has been entered into between the Company and the Buyer (in which case the provisions of that contract and/or any relevant conditions shall apply in connection with the maintenance and warranty obligations of the Company), the Company warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months after delivery or deemed delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 save that, where the Goods have been installed by the Company at the Site, the Buyer shall be liable for any defects caused by treatment of the Goods during any intervening period between delivery and installation.
- 11.3 The Company shall not be liable for a breach of the warranty in condition 11.2 unless:
- the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - the Company is given a reasonable opportunity, after receiving the notice, of examining such Goods and the Buyer complies with condition 11.
- 11.4 The Company shall not be liable for a breach of the warranty in condition 11.2 if:
- the Buyer makes any further use of such Goods after giving such notice; or
 - the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - the Buyer alters or repairs such Goods without the written consent of the Company.
- 11.5 If the Buyer considers that the Goods do not conform with the warranty in condition 11.2, it may (at its own cost) return the Goods to the Company's premises for inspection, subject to advance notification of its intention to do so.
- 11.6 Subject to condition 11.3 and condition 11.4 if, in the Company's opinion following the inspection referred to in clause 11.5, any of the Goods do not conform with the warranty in condition 11.2, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate.
- 11.7 The Company shall bear the cost of delivering the repaired/replacement Goods/part of the Goods to the Site but it shall be the Buyer's responsibility to unload the Goods/part of the Goods and risk shall pass at the point the Company's delivery vehicles arrive at the Site.
- 11.8 If the Company complies with condition 11.5 it shall have no further liability for a breach of the warranty in condition 11.2 in respect of such Goods.
- 11.9 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the Company's supplier's and/or manufacturer's warranty.

12 LIMITATION OF LIABILITY

- 12.1 Subject to condition 4, condition 5, and condition 11, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- any breach of these conditions;
 - any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 Subject to condition 11.2, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3 Nothing in these conditions excludes or limits the liability of the Company:
- for death or personal injury caused by the Company's negligence; or
 - for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - for fraud or fraudulent misrepresentation.
- 12.4 Subject to condition 12.2 and condition 12.3:
- the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Goods under the Contract; and
 - the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13 ASSIGNMENT

- 13.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 13.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14 FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

15 COMMUNICATIONS

Any formal communications or notices given by either of us under the Contract must be in writing and signed by a director of the Company and delivered by hand, first class post or fax (in the case of fax a transmission/delivery receipt shall be proof of service) and shall be deemed effectively given on the date when in the ordinary course of the means of transmission it would be received by the addressee in normal business hours. No email communication shall have legal effect or be usable as evidence.

16 GENERAL

- 16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.