

Midland Cool Ltd Unit 5 Mainstream Way Saltley, West Midlands **B7 4SN** Phone: 0121 359 5100 Fax: 0121 359 5113

Email: mail@midlandcool.com

Terms & Conditions

		www.midlandcool.com
		www.inidiandcoon.com
Please of called the (hereina service in	ead these term e "supplier"). If ter called the s deemed to b	res and conditions. They are binding on all customers and opports the supply of all goods and services by London Cost Limited and Middland Cost Limited perivantative to dealth on delicit or any other determinate for the terms and suggest, values expectation graphed in writing by the supplier subject to the cooped from the purchaser crustomer by the supplier subject to the following terms and conditions which shall form part of and govern the Contract of Sale and/or Mire. Acceptance of goods or acceptance of these times and conditions.
These T	erms and Con	ditions supersede the Sale of Goods Act 1979. Your statutory rights are not affected.
1.0		Definition of Terms "Owner" or "Supplier" is City Cool Holding Limited or London Cool Limited, Unit 7 Meadowbrook Industrial Centre, Maxwell Way, Crawley, West Sussex RH10
1.2		Owner or Spapier is titly coal Helding Limited or Landon Coal Limited. Unit 7 Meadowhook Industrial Centre, Mawell Way, Crawley, West Sussex RH10 SSA, or Middand Cool Limited, Lint 1, Sutriseam Way, Siding, Demingham 37 SSA. Cautioner and Vieter is any company, film, person, corporation or authority as specified in any documentation and includes its successors or personal West is serve consecutive days including public heldings.
1.3		"Week" is seven consecutive days including public holidays "Fruirment" covers all classes of Air Conditioning Links Climate Control equipment and / or accessories
1.4 1.5 2.0		Equipment covers all classes of including joins following finise. Climate Control equipment and / or accessories. He period is the period from when the equipment leaves the suppliers depot until it is received back at the supplier depot Personal Information
2.1	a. b.	London Cool Ltd/Midland Cool Ltd/City Gool Holdings Ltd may use your personal information for the following purposes:
		to locently You when You contact us, To help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information You have provided, any information we hold about You and information from third party agencies (including credit reference agencies):
	c.	to help administer, and contact You about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
	d.	to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information; to help to prevent and detect found or loss:
	e. f.	The self-to operant and detect traus or bass: To contact You in year, year, price that or or multimedal messages) about products and services offered by us and/or selected pathners unless You have previously pasked as not to do so. The production of the previously pasked is not to do so. The production of the prod
	g.	Where we are contacted for breakdown assistance service using a mobile telephone we or our agents may provide details of the relevant telephone number to the mobile telephone network providers, through our agent, to enable us to record the geographical location of the handset as part of the breakdown information in
2.2		
	a.	We may monitor and record communications with you (including phone connectations and emails) for quality assurance and compliance reasons. We may inches, your dealists with install prevention agenices. If you provide lates or install conscrute information and we suspect fraud, we will record this. We and other organizations may use and search these records to: they make decisions about credit related services for You and customers of Your company;
	b. c.	help make decisions on air conditioning and/or climate solutions trace debtors, recover debt, prevent fraud, and to manage Your accounts
2.4 3.0	d.	help make decisions on air conditioning archic crimates coultions: trace debtors, cered cells present fraint, and to manage Your accounts Check your identity to prevent money laundering unless you give us other stillatedury proof of dentity. Check your identity to prevent money laundering unless you give us other stillatedury proof of dentity. Could be to the control of the control of the Products or excellent cells the deemed to crimitation unqualified acceptance of these conditions. Couldistance Extensions of of deleney of the Products or excellent cells that the deemed to crimitation unqualified acceptance of these conditions.
3.1		Our written estimate or quotation remains open for acceptance for 30 days after its date unless otherwise specified Prices stated are not subject to further discount retentions or delayed payment of any kind
3.3 4.0		All prices quoted are subject to a site survey Price
4.1		The proces of the goods shall be in accordance with the supplier's current prices, which are subject to change and subject to VAT. Orders are accepted on the basis that the prices changed shall be be price suring at the side of descarbanch. Price is side not constitute an order. Hins changes shall accumulate during the hire period and many be calculated on a dialy price based on the weekly rate. Unless oftenives tested therein quotations shall be availabled for a cooperator for a maximum period of 30 days from issue and may be withdrawn at any time by
4.2 4.3		Unless otherwise stated therein quotations shall be available for acceptance for a maximum period of 30 days from issue and may be withdrawn at any time by written or oral notice.
4.4 4.5		Installation and de-installation of portable or fixed equipment is chargeable with prices and details being subject to a pre-installation site survey. All works, including brazing / hot work, and work that may cause noise or any form of disturbance to occupants, will be un-interrupted and take place during
4.6		written or oral notice. All words, including basilion of postable or feet expinent is dragnable with prices and details being solicient to a pre-installation site survey. All words, including basilion of proteins or protein and protein and an experiment of details made no constant, will be un-installation site survey, and words and many cannel hours work is chargeable. All words, including basilion or protein and protei
4.7 4.8		request to supply. Should the equipment be of mixed before this period the supplier will be entitled to charge the full amount of the agreed minimum period. Hird periods are automatically extended at the end of the initial period until the 'owner' issues an 'off-hire number or reference'. An 'off-hire reference' is generated by the customer termination the hire, as section 17.
4.8 4.9		When hire periods are extended, from the initial minimum period the weekly rates stated at the onset will apply and rounded to the nearest full week. Reasonable effort will be made to gain a continuation Purchase Order. It is the customer's responsibility to ensure a continuation purchase order is submitted if required.
4.10 4.11		Changes will continue until off hired Odd days at the end of the initial hire period shall be changed at a daily rate, based on the original weekly rate. Hire changes will continue until hire is terminated in accordance with Section 17.
4.11		Service & Maintenance Agreements/Contracts are subject to a minimum period determined at outset and/or as revised on renewal. Should the agreement be cancelled before this period the Surpoid that Surpoid the Surpoid that Surpoid the Surpoid that Surpoid will be antified to charge the full amount of the arminimum period.
4.13		Chicac Cooling Agreements Coolinates are subject to a minimum period chicac cooling Agreements Coolinates are subject to a minimum period chicac cooling Agreements Coolinates are subject to a minimum period chicac cooling Agreements Coolinates are subject to a minimum period chicac en
5.0 5.1		Availability of Goods We will endeavour to comply with the date named for despatch or delivery. The date given is intended as an estimate only and is not to be the essence of the
6.0		We will endeapour to comply with the date numed for despatch not definery. The date given is intended as an estimate only and is not to be the essence of the contract. All explanent is offered subject to availability at the date of receipt of order. Suitability and delivery in Good Order The choice of the environment below to the code recognition of the customers. An expression is reliable to the profiler set to existability of applicance of the code recognition of the customers.
6.2		The choice of the equipment shall be the sole responsibility of the customer. No warranty is given or implied by the supplier as to suitability of equipment for any particular purpose whether or not such purpose is made known to the supplier. The equipment and/or installation work shall be deemed in good order and condition in accordance with the terms of contract and the 'Customers' satisfaction.
7.0		uries confication is recived by the supplier within 34 hours of the explainment being delivered to let or which being completed Supply of Goods and Services. This shall apply in all cases where the center is for the supply of Goods and Services unduring immalation expresses by the supplier of the size. This shall apply in all cases where the center is for the supply of Goods and Services unduring immalation expresses to the supplier of the size. This shall apply in all cases where the center is for the supplier of House in the contraction of the supplier of the size. This shall apply in all cases where the center is the size of the size of the contraction of the supplier of the size of the siz
7.0 7.1 7.2		This shall apply in all cases where the Contract is for the supply of Godes and Services including installation services by the supplier at the site. On completion of works the customer shall forthwith inspect the works completed and the customer shall be deemed to be satisfied and accepted the works unless it immediately notifies the sunplier of its dissatisfaction in writing giving reason.
7.3 7.4 7.5 7.6		
7.5 7.6		Prices saleut all or no subject to united bidding, retention or dranged payment or any saleu. Units and/or pairs are subject to its ownibilities? All prices are subject to site survey All prices are subject to site survey All prices are subject to subje
7.7 7.8		Servicing prices assume equipment is in working order and operational All works, including hot work, and work that may cause noise or any form of disturbance to occupants, will be un-interrupted and take place during normal hours (Men. Sci. 98.01.9.30).
7.9 8.0		All work, including hot work, and work that may cause noise or any form of disturbance to occupants, will be un-interrupted and take place during normal hours (Mon-Fri 0.83 or 16.30). We reserve the right to suspend any work or supply should an account become overdue or exceed the agreed credit limit for whatever reason. Site Access Requirements
8.1 8.2		The supplier shall be given suitable access to the set be enable the supplier to carry out or complete contract works. We require at least the contact? If any flower with mobile numbers, who may be contacted prior to le
8.3 8.4		supervision will be provided. It is the customer's responsibility to advise if these details change, to allow us to update our records. It is the customer's responsibility to de-activate any security systems during out of hours. It is the customer's responsibility to ensure that existing makes power supply is suitable and sufficient.
8.4 8.5 8.6		It is the customer's responsibly to de-schreite any security systems during out of hours. It is the customer's responsibly to extend the destign main rower supply a suitable and sufficient. Representatives from London Cost Ltd' Middand Cost Ltd' Clip' Cool Holdings Ltd and be supervised at all times during site visits out of hours. London Cost Ltd Middand Cost Ltd' Clip' Cost Holdings Ltd control accept responsibly for the building security. Access Route A suitable access route for delivery and collection is to be provided by the customer with unrestricted entry and approach; these should be clearly specified on
9.0 9.1		Access Route A suitable access route for delivery and collection is to be provided by the customer with unrestricted entry and approach; these should be clearly specified on
9.2		purchase orders. It is the customer's responsibility to advise the supplier at time of order of any difficulties regarding access. This includes but is not limited to office loading space, parking, entrances, stairs and iff access. Failure to inform us of access problems may mean that we are unable to stay to schedule and may mean that we are unable to delive the equipment and or materials. It his case all file emm by or branged.
10.0		
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11.0 11.1 11.2		Our costs for devery, uness stated exervines, are based on a single consignment to see an operation time during normal working nours (won-int uc-us- 16-20/line). Additional costs for out of how, well-end or multiple deletines are available on enquest. Loading and Unloading Unless otherwise supported delivery is to kerb side or goods in / ground floor reception only. The customer's that he responsible for the unloading and reloading of the equipment at site and any driver supplied by the supplier shall be deemed to be under the customers control and the customer and the responsible for my dynamique customer.
12.0		The customer's shall be responsible for the unlocating on the equipment at site and any driver supplied by the supplier shall be deemed to be under the 'customers' control and the customer shall be responsible for any damage caused. Identification Marks
12.1		The owner retains the right to affix a mark or place on the equipment identifying it as the owner's property and the hirer shall not remove, deface or cover up the same.
13.0 13.1		Period of Hire Unless otherwise provided for in this agreement or any other agreement, the period of hire commences on the day the equipment leaves the owners premises and
13.2		Unless otherwise provided for in this agreement or any other agreement, the period of live commences on the day the equigment leaves the owners premises and terminates on the date it is received table, there or in a set omniated by the owner, both days being included in the previous of live. It is the customer's responsibility to ensure that the equipment is available for collection, and must advise the susptier 24 hours in advance that the equipment is ready.
13.3		If the supplier is prevented from collecting, or the equipment is not ready or not returned, the equipment will remain on hire and charges for any failed collection will be charged. The customer remains responsible for the equipment during this time.
13.4		If the supplier is prevented from collecting, or the equipment is not ready or not returned, the equipment will remain on hire and charges for any failed collection will be charged. The customer remains responsible for the equipment during fight is minimal. Should the hire period be extended from the initial minimum period the weekly rates stated at the conset will apply and rounded to the nearest full week. Reassurable eithor will be made to gain a confination Purchase Order.
13.5 13.6 14.0		Odd days at the end of the initial hire period shall be charged at a daily rate, based on the original weekly rate. Hire charges will continue until hire is terminated in accordance with Section 17.
14.1		The customer shall be responsible for maintaining the equipment in the same condition as on the date of its delivery and returning the equipment on completion of hire in a good clean condition (fair wear and tear expected). Any loss, damage or cleaning costs will be charged to the customer.
14.2 14.3		Maintenance, Care and XII-relations to tree eguipment. In the control of the con
15.0 15.1		Inspection The Customer or Hirer shall at all times allow the supplier or owner, their agents or servants to have reasonable access to the equipment to inspect, test, adjust, repair or replace.
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26.0 26.2

incommendation.

In this distribution of the control in the statistic of power and fuse of circuit breaker ways are available prior to our commencement.
Whitehold by your normal electrical ferbinishing that statistic on site should be sized in accordance with LEE regulations.
Whitehold by control in the control in the control of the 25.0 25.1 25.2 25.3 25.4

White London Cod List / Middand Cod List / City / Cod Holdrigs List seeks to meet the service needed of Clastomers at all times, its resources are finite and the may not always be possible, London Cod List / City Cod Holdrigs List seeks of the control Cod List is faced with cumulatores coulded in the seatomatic control cod List is faced with cumulatores and the may not control to the control cod List is faced with cumulatores and the seatomatic control to the code of List o 26.7 26.8 26.9

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cancellation terms as per Section 29.

The contract is between the Company and the Customer as principals; reilfier the birrefit nor the burden is assignable by the Customer without the Company's written consent. the contract may be be assigned or sub-contracted by the Company, and the customer variety of the company's written consent. The contract may be assigned or sub-contracted by the Company's written consent. The customer scalar contraction are consented by the Company and the Compan 28.0 28.1

28.3 28.4 29.0 29.1

installation start date. The IR Set of protable equipment orders – Any cancellation for whatever reason must be made in writing at least forty-eight (48) hours prior to the requested or agreed olderly date whichever is the earlier.

Any cancellation raised whethere is the earlier.

Any cancellation raised whether the above mentioned periods will be subject to a cancellation fee of £25 (minimum charge) or 5% of total order value plus VAT, Any cancellation raised whether the above plus VAT, and the protection of 29.2

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Any cancellation finds with the depth of the carties of the carti 29.4

Any deposits tilen for any order placed with the supplier are refundable less the above changes in the event of the customer's cancellation.

The supplier will not accept observable for credit visits and control of the customer's cancellation.

The supplier will not accept pools settlemed for credit uriess such refundable less the above changes in the event of the customer's cancellation.

The supplier will not accept pools settlemed for credit uriess such refundable will writing and the goods are received by the supplier in good condition.

The purchaser which is will not control or such that the control of the supplier in good condition.

When a restal account has not been granted their payment of any and all changes due under the contract, including VAT, shall be made in When a restal account has not been granted their payment of any quages of any other under the supplier and outstoner. Payment by the Customer on inter under the contract is an essential condition of the contract. Payment that not be deemed to have been made until the supplier that the contract is an essential condition of the contract. Payment that not be deemed to have been made until the supplier that the supplier that the contract is an essential condition of the contract. Payment that not be deemed to have been made until the supplier that the contract is an essential condition of the contract which the payment of the contract is an essential condition of the contract who the payment of services & Markensance appearement contracts is, full remittance with order or on renewal (non-refundable). Unless otherwise agreed in writing, No service or supply will be carried out without payment that of the contract is an essential contract is an essential contract is an essential contract is an essential contract in the contract is an essential contract. It is contract in the contract is an essential contract is an essential contract in the contract is an essential contract. It is contract in the contract is an essential contract in the contract is an essential contract in the contract is an essential contract. It is essential contract in the contract is an essential contract in the contract is an essential contract. It is essential to the contract is an essential contract in the contract in the contract is an essential contract. It is essential to the contract in the contract is an essential contract in the contract in the contract is an essential contract. It is essential to the contract in the contract is an essential contract in the contract in the contract is 31.3

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item, you'd services strat or automatically reviewed as any same process and p 33.2 34.0 34.1

ueries me should notily the supplier of any queries concerning invoices in writing within 14 days of the invoice date. The Supplier will not grant an extension to ourit psyment terms for urresolved invoice queries that have been notified after 14 days from the invoice date have dispaced. Iter reserves the right to amend its rates by gying seven days notice in writing to the liter at any time after the minimum trie period stated on the

The Supplier reserves the right to amend his rates by giving seven days notice in writing to the here at any sme even we missession contract has expired.

The customer shall not be entitled to withhold any payment due, or sum owing to The Supplier for any reason.

Claims

The supplier of the shall be sufficient to the shall be supplied to the shall be shall be supplied to the shall be shall be supplied to the shall be s

Property and fisis.

So long as any amounts remain owing from the purchaser to the supplier, sile to the ownership of any product or goods in question will remain with the supplier and will not pass to the purchaser until the supplier has received payment in full.

At any time after the due fill or the purchaser to it has appoint the purchaser, to the supplier, or its legally appointed agents, the supplier reserves the AL any time after the due fill or the purchaser. The supplier and the remaining the supplier and the product by the supplier and the remaining the supplier and the supplier and the remaining the supplier and the supplistance and the supplier and the supplier and the supplier and the

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The mere shall not move the equipment from the date of the control of a third party without the plior written content of shall be remarked.

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Should be equipment be off hired before the minimum into propose.

Hire - Insurance

The customer shall insure and keep the equipment and its accessories comprehensively insured to the full replacement value thereof stated on the agreement against all the usual field including outs or duringly by lim, food, accordent or any other cause. The customer shall also tully and completely indemnify the enter in region of the usual field insurance of the customer shall also tully and completely indemnify the enter in region of a complete or charges in conjunction thereafth whether shall provide states or common law.

The hirer shall ensure that the equipment are in surance of all other complete or the equipment and in the complete of any other shall ensure that the entitled to replace the same at the owners current list also price. The hirer will be responsible for the cost of termody of a demanged or written of turn.

agreement from the point of delivery to the customer size of contrained. The cristmer is regionable for all them shared by the customer surface of the contrained to the customer surface of the customer surface. The contrained them shared by the customer surface of the c

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