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Midland Cool Ltd Unit 5 Mainstream Way Saltley, West Midlands **B7 4SN** Phone: 0121 359 5100 Fax: 0121 359 5113 Email: mail@midlandcool.com

www.midlandcool.com

Terms & Conditions

read these terms and conditions. They are binding on all customers and gowen the supply of all goods and services by London Cool Limited the Midland Cool Limited thereinster "* supplier." No adding deletion or any other attensation to the terms shall apply, unless sportically appeared in writing by the supplier. All orders are accepted from the purchaser liter called the "customer" by this supplier subject to the following terms and conditions which shall from part of and govern the Contract of Sale and/or Hire. Acceptance of goods on ons supersede the Sale of Goods Act 1979. Your statutory rights are not affected. Chelinition 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

**SAC, A Midland Cool Limited, Unit 3, Mansteeam Way, Sattley, Birmingham B7 ASN,

**Customer' and "Nee" is any company, limit, pesson, corporation or authority as specified in any documentation and includes its successors or personal
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**Customer' and Nee" is any company, limit, pesson, corporation or authority as a pecified in any documentation and includes its successors and successors are company. The company is a company of the comp 1.2 1.3 1.4 1.5 2.0 information, revenued and detect fault or test;
to contain the information was presented as the present of the mable beliephore network providers, through our agent, to enable us to record the peopgehical location of the handest as part of the breakdown information in We may monitor and monotor commiscations with your (including prince conversations and mainst jor causily saurance and compliance neasons. We may rothed your details with flaud prevention agencies. If you provide take or inaccurate information and we suspect flaud, we will record this. We and other organizations may use and search these records: You and outsiders of Your company; help make decisions on air conditioning and/or climate solutions trace decisions considered prevent flaud, and to manage Your accounts Check your faintify to prevent money laundering urises you give us other satisfactory proof of identity. Couldation 15 Entitional of control of the Products or services that the demond to constitute unqualified acceptance of these conditions. Countriol restination or quantities of control or the Products or services that the demond to constitute unqualified acceptance of these conditions. Countriol restination or quantities or marking to the products or services that the demond to constitute unqualified acceptance of these conditions. Countriols restination or quantities or marking to the products or services that the demond to manage Your services. Process stated are not subject to further decount, relections or delayed payment of any Kind. s of the goods stell be in accordance with the supplier's current prices, which are subject to change and subject to VAT. Orders are accepted on the format of the presidence into give the size of colleges of the size of th Here charges shall accumulate during the the period and may be cause or expector. Price sits do not constitute an offer.

Here charges shall accumulate during the the period and may be calculated on adulty be beased on the week) tense and the weithdrawn at any firme by written or online of the cause of the period and may be the period and may be understand the same and the same and de-installation and exhibit the caregiveness of the same and t 4.10 4.11 4.12

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Not reason the right is assigned any sed or supply should an account become overtice or exceed the agreed credit limit for whatever reason.

She Access Routine contact lives holded access to the alse to enable the supplier to carry out or complete contract works.

The supplier shall be given suitable access to the alse to enable the supplier to carry out or complete contract works.

It is the customer's responsibility of the section of the supplier of the advantage of the suitable access requirement and it is the customer's responsibility of the section flower proper suitable and suitable and suitable and suitable access requirement and it is the customer's responsibility of the section flower proper suitable and suitable and suitable and suitable access frought to the suitable access. A suitable access frought to the suitable access frought to the suitable access.

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 it is the customer's expressibility to achieve the supplier at fair on desirable. In this case the flower proposable by an access frought in the suitable access. The suitable access frought to the suitable access. The suitable access frought to the suitable access frought to the suitable access. The suitable access frought to the suitable access frought to the suitable access frought to the suitable access. The suitable access frought to suitable access frought to suitable access frought to suitable access frought frought access frought frought

ding and Unloading
ses otherwise specified delivery is to kerb side or goods in / ground floor reception only,
"customer's that be responsible for the unloading and releasing of the equipment at site and any driver supplied by the supplier shall be deemed to be under
customers's cortist and the customer shall be responsible for any damage caused.

Inflication Marks
over relatins be 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

The customer responsibility to retrain that the guipment is detailed for consciond, and must above the suppress are the suppress a term of the suppress and the suppress are the suppress and the suppress and the suppress are the suppress and the suppress are suppressed. The customer remain exponsible for the equipment during this time. And the suppress are described from the unified infinition profit the weekly rates stated at the crust will apply and rounded to the nearest full week. It days at the end of the initials their period shall be changed at a daily rate, based on the original weekly rate. Cates and Alterations to the equipment is necotance with Section 17.

Internation, Care and Alterations to the equipment importance in the same condition as on the date of its delivery and returning the equipment on completion of an apod delaw condition (like wear and their expected), Ally place, a formance or changes condition as on the date of its delivery and returning the equipment on completion of alternation, modification testing or repaining shall be carried of on equipment without prior consent of the Course. 14.2 14.3 15.0 15.1

regard or opigion.

Sub-Let and Change of Site
The her shall not re-line, set, days, pledge, part with possession of or otherwise deal with the equipment or is contents and shall potient be same against
statement of the experiment of the contents and shall produce the same against
statement of the experiment of the e 16.0 16.1

The filter field incid more the equipment from the site to WirtCin a surveinous unserption without pole them indeed pole that make the filter filter

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 of according to or indemnify out of states or common law.

The hire shall ensure that the equipment are in insured so that in the event of total destruction of the equipment the owner shall be entitled to replace the same at the owner's current list data price. The hirer will be responsible for the cord of removal of a damaged or written of turn.

Loss and Damage

During the confinance of the hire period the hire shall make good to the owner all loss or damage to the equipment or extra chargeable items from whatever cause the same might native flavir were and less respected. The hire period will be deemed to confine until a lost or stoken lens in paid for. The lower excepts in chall high respectively for any less of undergo due to or adring on the equipment becomes quisable through any cause whatever, or the lower excepts in chall high respectively for any less of undergo due to to adring on the equipment becoming unsable through any cause whatever, or During the hir period, in the event of any damage flowever caused) of any equipment and/or materials, the customer agrees to reimburse the supplier the full realization of the goods lost. The customer and suggests on particular experience, it benefits and, administration is buying less, prochasing costs, carliage costs and the loss of the revenue until the supplier can replace the goods lost of damaged. The customer alies responsible for all items hinded to the customer under this Politic Liability. 19.3

agreement from the point of delivery to the customers—a pushes and or contangent. The customers is responsible for an approximately some, camage odes and specific points of the point of delivery to the customer until the intercontract leteranized, and all team hand are self-ordicated and ordinarized the supplier. The customers are proposed to the customers are proposed to the point of the supplier that delivers designed and the proposed and or materials have been collected or returned to the supplier. Installation of fixed equipment and to materials have been collected or returned to the supplier installation of fixed equipment and to materials have been collected or returned to the supplier installation of fixed equipment and to materials have been collected or returned to the supplier installation of fixed equipment and to materials have been collected or returned to the supplier installation of fixed equipment and to materials have been collected or returned to the supplier installation of fixed equipment and to the supplier installation of fixed equipment and the supplier installation and commissioning so as in role exceed the cooling requirement of the equipment. Work permits to be expected by the customer of required.

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On site bloom works.

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obstance's responsibility to obtain the load bearing capacities of structures that will bear the weight of our equipment (weights given on request) and we this to be approved without the need for additional structure/modifications unless notified in writing at least 7 days prior to installation commencement, sixtle London Cool Lids / Indignated Ost Lids / Lidy Cool Holdings Ltd's resembate control (fore migrarier) 23.3 24.0 24.1 Mains Power connections
Immust be established by our normal electrical technician that sufficient power and fuse / circuit breaker ways are available prior to our commencement. Fuser actings above are for information only. Any fuser or MLD's installed on rise should be aired in accordance with I.E. E regulations.

Which is a supplementation on the prior of the prior of the state of the should be aired in accordance with I.E. E regulations.

Showloar adur's Matternature A greenment shall remain in force, subject to earlier termination as provided been in the the install term. as set out within the cream of the state of th 25.0 25.1 Any works which have been cairwed out, subject to the above preferred call out bloor rates under contract, whereby the contract is subsequently cancelled, will be undered to fuller diverges on as to brige in the vein knon contract and un-preferred call out bloor rates.

While London Cool List of Mediand Cool List / City Cool Holdings List seeks to meet the service needs clusteres at all times, its resources are finise and this may not always be possible, London Cool List in the balled for services failures when London Cool List is faced with circumstances outside list searchaste control. Fine the service needs of the services are controlled to control. Fine the service meets when the preferred is the services are controlled to control. The control list is substantially to the service of the services are controlled to the services when the preferred is the services are controlled to control. The services are controlled to the services of the services are controlled to the servic 26.3 26.4 26.5 each subsequent call out to continue.

Official Cooling Contracts & Agreements do not commerce until full payment has been received by the company.

The initial term will be deemed to be the minimum period.

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Administration of the contract of t The initial term was of bearmon to the same purpose. The control of the control o 27.0 27.1 28.2 28.3 29.0 29.1 statistics regument oriests—Any Cataceasure in winasers reaccined and any control of the control 29.3 whichever is greater. Cancellation and termination of Service and/or Maintenance and/or Critical Coding Agreements Contracts --must be made in writing, thirty (30) days prior to the Cancellation and termination of Service parts. Palver to the one of Insulin a calcellation for differ 50 fits told value of the contract place VAT. The initial term will be deemed to be the minimum prior palver and one of the contract place of the contract place VAT. The initial term in case of cancellation is whatever time, where goods and explaned three already been provided by the proof palver propriets of the contract place of the contract place VAT. The contract 29.5 ustomer,

which give goods can be returned to the manufacturer then a re-stocking fee will apply or

customer will be bound to accept these goods and charged for the goods plus deliver, and relevant cancellation fee will apply,
proposite taken far any order placed with the supplier are reluctables for the above charges in the event of the customer's cancellation.

Hed Goods

propiet will not accept goods returned for credit unless such return has been authorised in writing and the goods are received by the supplier in good Any deposits taken for any order placed with the supplier are refundable lies to the above changes in the event of the customer's cancellation.

Returned Goods

are will not account placed seturated for credit unless such return has been authorised in writing and the goods are received by the supplier in good condition.

The supplier reserves the right whether to accept the goods or whether to restly the goods or whether to see a credit role in respect thread.

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But the supplier reserves the right whether to see a credit role in respect thread.

But the supplier reserves the right whether to see a credit role in respect to the respec 29.6 30.0 30.1 30.2 30.3 a Order account rate for lose may present our payment or any course or any order a turns our touch or curriant trouts on many own in the Countries trouts on the countries that the countries of the countries that the countries of the Credit Limits

The Supplier has granted a credit account to the Customer, The Supplier may set a reasonable credit limit. The Supplier reserves the right supplier from the Customer exceeding the credit limit.

The Supplier has been supplied to credit the customer exceeding the credit limit.

The Supplier reserves the right to credit explicit control supplied to control supplied to the control supplied to control supplied to control supplied supplied to control s supplier reserves the right to cancel any creat account any mee.

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(Card Paymen your account.

Failed pagements will incur an administration fee of 125.00

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Should any protrion of an account fail overdue then the bial account will become due on demand. The Hierr will be liable for reasonable legal changes incured by the Supplier in the receivery of amounts due, for the supply of Equipment and/or Coods of Services in addition. The Supplier may change interest in accordance with the Late Payment of Commence Debts (Interest) Act 1998 at Basic of England base rate plus 6% and/or may suppend further services to the Customer.

In the event of 1 the payment of the supplier reserves the right to terminate and careed any agreed credit account, and all outstanding items will become due immediately. 33.2 34.0 34.1 34.2 34.3 **35.0** 35.1 rites

**To which the supplier of any queries concerning innoices in writing within 14 days of the innoice date. The Supplier will not grant an extension to re payment terms for unresolved innoice queries that have been notified after 14 days from the invoice date have disposed.

**To amount to a more than class by Singing seven days notice in writing to the hirst a days fine after the minimum hire period stated on the expired.

**To shall not be entitled to withhold any payment due, or sum owing to The Supplier for any reason. contract his exprect.

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

No liability for any claim for damage will be accepted urises the purchaser notifies the supplier in writing within 27 hours of delivery.

No liability for any claim for damage will be accepted urises the purchaser notifies the supplier in writing within 27 hours of delivery.

Note can offer includes connecting for a single parkines, such as 6 fund frolliers by pipe work, calking, daries, brackets, etc.; London Cool Ltd / Middand Cool Ltd (OV) Cod Holdings Ltd accept for responsibility for the condition of these existing services, nor any consequential counterment which may such thereby.

Let y supplimate it involved in any acceled residing in integrity or details protected, the contract shall immediately inform the supplier in the suppliers of the protected continued to protect the continued shall remaindaily inform the supplier in the suppliers. Properly on Table.

So flow as any amounts makin owing from the purchaser to the supplier, tills 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.

All any time after the due due of the payment of any amounts owing from the purchaser to the supplier, or its legally appointed agents, the supplier reserves the Front the time of disepatch of the goods by the supplier and the first of the purchaser. The risk of any loss or damage to the goods shall be borne by the supplier and therefore the goods shall be a facile of the purchaser. He need to the supplier and therefore the goods shall be a facile of the purchaser. He risk of any loss or damage to the goods shall be borne by the supplier and therefore the goods shall be a facile of the purchaser. He risk of supplier are the risk of supplier and the risk of the property of the supplier and therefore the goods shall be borne by the supplier and therefore the goods shall be borne by the supplier and the risk of supplier to the supplier and the supplier a 38.0 38.1 airs the properly of the supplier at all limes during the hire period. The supplier, or its legally appointed agents, reserves the right to gain all arteaconable times instudied tecome recessary to redeatine the goods hared to the proper supplier and the properties of the propertie







