



## Terms and Conditions

Please read these terms and conditions. They are binding on all customers and govern the supply of all goods and services by London Cool Limited and Midland Cool Limited (hereinafter called the "supplier"). No addition, deletion or any other alternative to the terms shall apply, unless specifically agreed in writing by the supplier. All orders are accepted from the purchaser (hereinafter called the "customer") by the supplier subject to the following terms and conditions which shall form part of and govern the Contract of Sale and/or Hire. Acceptance of goods or service is deemed to be acceptance of these terms and conditions.

Your statutory rights under the sale of goods act are not affected.

### 1.0 Definition of Terms

- 1.1 "Owner" or "Supplier" is London Cool Limited, Unit 7 Meadowbrook industrial centre, Maxwell Way, Crawley, West Sussex RH10 9SA, or Midland Cool Limited, Unit 5, Mainstream Way, Saltley, Birmingham B7 4SN.
- 1.2 "Customer" and "Hirer" is the company, firm, person, corporation or authority specified overleaf and includes its successors or personal representatives.
- 1.3 "Week" is seven consecutive days including public holidays
- 1.4 "Equipment" covers all classes of Air Conditioning Units, Climate Control equipment and / or accessories.
- 1.5 "Hire period" is the period from when the equipment leaves the suppliers depot until it is received back at the supplier depot

### 2.0 Warranty (applicable to UK mainland only)

- 2.1 One year warranty against manufacturing defects from date of despatch on all items, new portable and installed fixed equipment used for cooling, heating, drying or air movement. Warranty on new equipment is strictly subject to manufacturers and supplier maintenance requirements, correct use, positioning, installation and storage of the equipment and accessories supplied with the equipment; failure may result in cancellation of warranty cover. If the customer establishes the equipment is faulty, the supplier may replace with similar goods, or carry out repair works, or at the customers request issue a credit against the goods, or assign to the customer any warranties given by the manufacturer of the goods to the supplier. In no circumstances shall the liability of the supplier exceed the invoice value of the goods or services.
- 2.2 The warranty on fixed installed equipment, labour, pipe work and condensate pumps are subject to regular preventative maintenance being carried out strictly in accordance with manufacturers and or supplier recommendations. Therefore we strongly recommend regular maintenance to maximise the efficiency of your equipment and to keep within the terms of your warranty.  
Fixed installation of new equipment
  - (a) Standard terms of warranty for fixed installation of new equipment is 12 months from installation completion for workmanship The equipment is covered by manufacturers 3 year warranty provided a maintenance contract is set up with an improved installer within 3 months of commissioning.
- 2.3 All ex-hire equipment has a three-month back-to-base warranty from date of despatch.
- 2.4 Warranty excludes the cost of consumable items and any repairs replacements required following incorrect operation of the equipment by reference to the manufacturers Operation and Maintenance manuals.

### 3.0 Availability of Goods

- 3.1 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 contract. All equipment is offered subject to availability at the date of receipt of order.

### 4.0 Suitability and delivery in Good Order

- 4.1 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 shall be deemed in good order and condition in accordance with the terms of contract and the 'Customers' satisfaction unless notification is received by the 'supplier' within 24 hours of the equipment being delivered to site.

### 5.0 Access Route

- 5.1 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 purchase orders.
- 5.2 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 off/on loading space, parking, entrances, stairs and lift 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 deliver the equipment and/or materials. In this case full fees may be charged.

### 6.0 Loading and Unloading

- 6.1 Unless otherwise specified delivery is to kerb side or goods in / reception only.
- 6.2 The 'customer' shall be 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 shall be responsible for any damage caused.

### 7.0 Cancellations

- 7.1 Cancellations made six months before the order due date are fully refundable. Cancellations three months before the order due date will be subject to an administration fee.
- 7.2 Cancellations made less than three months before the order due date are not eligible for a refund. Any deposits taken by us are refundable less the above charges in the event of the customer's cancellation.

### 8.0 Payment Terms

- 8.1 If the supplier has granted a credit account to the customer then payment of any and all charges due under the contract, including VAT, shall be made in full cleared funds by 30 days from the date of the invoice unless other credit terms are agreed in writing between the supplier and customer.
- 8.2 Where a credit account has not been granted then payment of any charges or any other sums due under the Contract should be made with the Customer's order for equipment, goods or services. Payment by the Customer on time under the contract is an essential condition of the contract. Payment shall not be deemed to have been made until the supplier has received cleared funds or cash.
- 8.3 Installations of fixed equipment are always chargeable with a deposit prior to installation with full payment of outstanding balance including VAT on completion of the contracted works unless other payment terms are agreed in writing between the supplier and customer.
- 8.4 Credit accounts can take up to one week to establish if written trade references are required (subject to status).
- 8.5 On our quotations/estimated prices stated are not subject to further discount, retentions or delayed payment of any kind.
- 8.6 Our written estimate or quotation remains open for acceptance for 30 days after its date unless otherwise specified.
- 8.7 Cancellation charges will apply.
- 8.8 Installations for portable or fixed installed equipment are chargeable and prices and details are subject to a pre-installation site survey.
- 8.9 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 normal hours (Mon - Fri 08.30 - 16.30). All out of normal hours work is chargeable.
- 8.10 The weekly hire rate is based on a minimum hire period and set with the Hirer's commitment stated on their initial purchase order. Should the equipment be off hire before this period the Supplier will invoice the full amount of the agreed period.
- 8.11 Should the hire period be 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.
- 8.12 Odd days at the end of the initial hire period shall be charged at 20% of the weekly rate, per day.

### 9.0 Credit Limits

- 9.1 If the Supplier has granted a credit account to the Customer, The Supplier may set a reasonable credit limit. The Supplier reserve the right to terminate or suspend the Contract if allowing it to continue would result in the customer already exceeded the credit limit.
- 9.2 The supplier has the right to suspend or terminate any contract for a period of up to 5 days from receipt of full payment by the customer

### 10.0 Invoice Queries

- 10.1 The Customer should notify the supplier of any queries concerning invoices in writing within 14 days of the invoice date. The Supplier will not grant an extension to credit account payment terms for unresolved invoice queries that have been notified after 14 days have elapsed from the invoice date.
- 10.2 The Supplier reserves the right to amend his rates by giving seven days notice in writing to the hirer at any time after the minimum hire period stated on the contract has expired.
- 10.3 The customer shall not be entitled to withhold any payment due, or sum owing to The Supplier for any reason.



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### 11.0 Credit Card Payments

11.1 In order to ensure continuity of service, the supplier operates an auto renewal policy on all the services it provides to customers. Upon expiration of your initial term, your services shall be automatically renewed for the same period as your initial term, at which point the supplier shall charge the credit / debit card held on your account.

### 12.0 Overdue Accounts

12.1 Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be liable for reasonable legal charges incurred by the Supplier in the recovery of amounts due, Equipment and/or Goods. In addition The Supplier may charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at Bank of England base rate plus 8% and/or may suspend further services to the Customer.

### 13.0 Unpaid cheques

13.1 Cheques received by the supplier and subsequently returned by the suppliers bankers unpaid, will attract and unpaid cheque fee of £35.00 + administration costs. This fee will apply each time an item is returned unpaid by the supplier's bankers.

### 14.0 Price

14.1 The prices 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 charged shall be the prices ruling at the date of despatch. Price lists do not constitute an offer.

14.2 Hire charges shall accumulate during the hire period and may be calculated on a daily or weekly rate.

14.3 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.

### 15.0 Maintenance Agreements

15.1 This Agreement shall remain in force, subject to earlier termination as provided herein, for the initial term and shall automatically renew and remain in force successive one year terms (the "renewal terms") thereafter unless either party shall give notice of termination by written notice to the other at least thirty (30) days prior to the expiration of the initial term or any renewal term. If the customer wishes to terminate the contract after the initial term then the customer agrees to pay the company as liquidated damages a sum equal to the following amount:

15.2 In the case where the customer has received a service during the last two months a sum equal to the total monthly charge over the preceding three months.

15.3 In the case where the customer has not received service for at least two months a sum equal to the last monthly charge multiplied by three.

15.4 In the case where, due to circumstances beyond the company's control, service does not commence within three months of the commencement date, a sum equal to one quarter of the expected total annual price as determined by the frequency and prices detailed above.

15.5 Our normal standard terms of payment on maintenance contracts for fixed installed equipment is, full remittance with order (non refundable).

15.6 Prices stated are not subject to further discount, retentions or delayed payment of any kind.

15.7 This quotation remains open for acceptance for 30 days after its date

15.8 Units and/or parts subject to availability

15.9 All prices subject to site survey

15.10 All prices assume equipment is easily accessible without the need of extending ladders and/or special equipment

15.11 All prices assume equipment is in working order and operational

15.12 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 (Mon-Fri 08.30-16.30)

15.13 We reserve the right to suspend any work should an account become overdue for whatever reason.

### 16.0 Critical Cooling

16.1 Matters outside London Cool Ltd's reasonable control (force majeure)

16.2 While London Cool Ltd seeks to meet the service needs of Customers at all times, its resources are finite and this may not always be possible. London Cool Ltd shall not be liable for service failures where London Cool Ltd is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside London Cool Ltd's reasonable control include (but are not limited to) Accessibility to building, stock availability at time of call out, Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any license or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

16.3 Outlined below are the call-out limits that apply to the Customer within each year.

16.4 You have the right to call out London Cool Ltd, out of hours, up to a maximum number of two times in the Year.

16.5 If the relevant call-out limit is reached, London Cool Ltd will be entitled to either refuse or charge an additional fee upon each subsequent call-out to continue.

### 17.0 Site Access Requirements

17.1 We require at least two contact / key holders with mobile numbers, who may be contacted prior to site attendance (24/7) to verify suitable access requirement and supervision will be provided. It is the customer's responsibility to advise if these details change, to allow us to update our records.

17.2 It is the customer's responsibility to de-activate any security during out of hours.

17.3 It is the customer's responsibility to ensure that existing mains power supply is suitable and sufficient.

17.4 London Cool cannot accept responsibility for the building security.

17.5 Representatives from London Cool will be supervised at all times during site visits put of hours.

### 18.0 Claims

18.1 No liability for any claim for damage will be accepted unless the purchaser notifies the supplier in writing within 72 hours of delivery.

18.2 Where our offer includes connecting to or using existing services, such as (but not limited to) pipe work, cabling, drains, brackets, etc.; London Cool accept no responsibility for the condition of these existing services, nor any consequential occurrence which may result thereto.

If any equipment is involved in one accident resulting in injury or death to persons or damage to property, the customer shall immediately inform the supplier of such notification in writing within 2 days.

### 19.0 Property and Risk

19.1 So long as any amounts remain owing from the purchaser to the supplier, title to the ownership 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 date of the payment of any amounts owing from the purchaser to the supplier, or its legally appointed agents, reserves the right to enter the purchaser's premises and remove there from any goods which remain the property of the supplier.

19.2 From the time of despatch of the goods by the supplier until the time of the delivery to the purchaser, the risk of any loss or damage to the goods shall be borne by the supplier and thereafter the goods shall be at risk of the purchaser.

19.3 The goods remain the property of the supplier at all times during the hire period. The supplier, or its legally appointed agents, reserves the right to gain access to property at all reasonable times should it become necessary to reclaim the goods hired

### 20.0 Consequential Loss to Third Party and to the Owner

20.1 No liability will attach to the owner for any consequential loss or damage due to any failure in the equipment or non-arrival or late delivery of the equipment or any breach of contract whatever by the owner for any cause whatever, including the negligence of the owner or the owners employees.

### 21.0 Supply of Goods and Services

21.1 This shall apply in all cases where the Contract is for the supply of Goods and Services including installation services by the supplier at the site.

21.2 The supplier shall by given suitable access to the site to enable the supplier to carry out or complete contract works.

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 supplier of its dissatisfaction in writing giving reason.

### 22.0 Returned Goods

22.1 The supplier 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 condition.

22.2 The supplier reserves the right whether to accept the goods or whether to rectify the goods or whether to issue a credit note in respect thereof.

22.3 The purchaser shall, unless otherwise stated, be responsible for the cost of carriage and insurance in respect of all goods returned by the purchaser to the supplier for service or credit. The goods shall be at the risk of the purchaser until actual receipt thereof by the supplier.



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### 23.0 Delivery

23.1 Our costs for delivery, unless stated elsewhere, are based on a single consignment to site during normal working hours (Mon-Fri 08:30-16:30hrs). Additional costs for out of hours, weekend or multiple deliveries are available on request.

### 24.0 Maintenance, Care and Alterations to Hire equipment

24.1 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.

24.2 No alteration, modification testing or repairing shall be carried out on equipment without prior consent of the Owner.

### 25.0 Inspection

25.1 The Hirer shall at all times allow the owner, the owners agents or servants to have reasonable access to the equipment to inspect, test, adjust, repair or replace same.

### 26.0 Period of Hire

26.1 Unless otherwise provided for in this agreement, the period of hire commences on the day the equipment leaves the owners premises and terminates on the date it is received back there or in a site nominated by the owner, both days being included in the period of hire.

In is the customers responsibility to ensure that the equipment is ready for collection. If the supplier is unable to collect the equipment will remain on hire and charges for failed collection will be charged. The customer remains responsible for the equipment during this time.

### 27.0 Hire - Termination

27.1 The contract shall be terminated by 48 hours notice in writing by the Hirer.

27.2 The 'owner' shall be entitled to terminate the agreement forthwith and repossess the equipment in the event of the Hirer failing to comply with any of the conditions herein contained. All additional costs will apply and be forwarded to the Hirer.

27.3 It is the responsibility of the Hirer to make equipment available at the termination of hire. Should the customer or venue prevent us from collecting any or all of the hired items at the end of the hire period, we reserve the right to charge for any additional hire period, losses, expenses, waiting time and all additional costs in order to re-collect.

27.4 Where the period of hire is indeterminable or having been defined indeterminable the contract shall be determinable by 48 hours notice in writing given by either party to the other, in the event of the hirer desiring to terminate the contract and failing to give such notice, hire for the period of 48 hours notice shall be chargeable.

27.5 If the hire is terminated prematurely the owner is entitled to payment for the minimum hire period stated.

27.6 Termination of hire must be advised by the hirer in writing to the owner. Failure to do this will result in the equipment remaining on hire and the relevant charges will be made.

### 28.0 Loss and Damage

28.1 During the continuance of the hire period the hirer shall make good to the owner all loss or damage to the equipment or extra chargeable items from whatever cause the same might arise (fair wear and tear expected). The hire period will be deemed to continue until a lost or stolen item is paid for.

28.2 The owner accepts no liability or responsibility for any loss or damage due to or arising from the equipment becoming unusable through any cause whatever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the equipment or its contents.

28.3 During the hire period, in the event of any damage (however caused) of any equipment and/or materials, the customer agrees to reimburse the supplier the full retail costs of the goods lost. The customer also agrees to pay other expenses, i.e travelling, administration & buying fees, purchasing costs, carriage costs and the loss of hire revenue until the supplier can replace the goods lost or damaged. The customer is responsible for all items hired to the customer under this agreement from the point of delivery to the customer until the hire contract is terminated, and all items hired are safely collected and returned to the supplier.

### 29.0 Hire - Insurance

29.1 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 risks including loss or damage by fire, flood, accident or any other cause. The customer shall also fully and completely indemnify the owner in respect of all claims by any reason whatever for injury to persons or property caused by or in conjunction with or arising out of the use of the equipment and in respect of all costs or charges in conjunction therewith whether arising under statute or common law.

29.2 The hirer shall ensure that the equipment is 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 sale price. The hirer will be responsible for the cost of removal of a damaged or written off unit.

### 30.0 Public Liability

30.1 The customer agrees that once the supplier has delivered equipment and/or materials that responsibility for public liability becomes the customers. Public Liability needs to be in force for the duration of the hire until the equipment and/or materials have been collected or returned to the supplier.

### 31.0 Consequential Loss to Third Party and to the Owner

31.1 No liability will attach to the owner for any consequential loss or damage due to any failure in the equipment or non-arrival or late delivery of the equipment or any breach of contract whatever by the owner for any cause whatever, including the negligence of the owner or the owners employees.

### 32.0 Rental and Payment Terms

32.1 If the Supplier has granted a credit account to the Hirer then payment of any and all charges due under the contract, including VAT, shall be made in full cleared funds by 30 days from the date of the invoice unless other credit terms are agreed in writing between the Supplier and the Hirer.

32.2 Where a credit account has not been granted then payment of any charges or any other sums due under the Contract should be made with the Hirer's order for Equipment or Goods. Payment by the Hirer on time under the contract is an essential condition of the contract. Payment shall not be deemed to have been made until the Supplier has received cleared funds or cash.

32.3 The weekly hire rate is based on a minimum hire period and set with the Hirer's commitment stated on their initial purchase order. Should the equipment be off hired before this period the Supplier will invoice the full amount of the agreed period.

32.4 Should the hire period be 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.

32.5 Odd days at the end of the initial hire period shall be charged at 20% of the weekly rate, per day.

32.6 This Agreement shall remain in force, subject to earlier termination as provided herein, for the initial term and shall automatically renew and remain in force successive one year terms (the 'renewal terms') thereafter unless either party shall give notice of termination by written notice to the other at least thirty (30) days prior to the expiration of the initial term or any renewal term. If the customer wishes to terminate the contract after the initial term then the customer agrees to pay the company as liquidated damages a sum equal to the following amount:

32.7 In the case where the customer has received a service during the last two months a sum equal to the total monthly charge over the preceding three months.

32.8 In the case where the customer has not received service for at least two months a sum equal to the last monthly charge multiplied by three

32.9 In the case where, due to circumstances beyond the company's control, service does not commence within three months of the commencement date, a sum equal to one quarter of the expected total annual price as determined by the frequency and prices detailed above.

### 33.0 Overdue Accounts

33.1 Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be liable for reasonable legal charges incurred by the Supplier in the recovery of amounts due, Equipment and/or Goods. In addition The Supplier may charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 at Bank of England base rate plus 4% and/or may suspend further services to the Customer.

### 34.0 Credit Limits

34.1 If the Supplier has granted a credit account to the Hirer, The Supplier may set a reasonable credit limit. The Supplier reserve the right to terminate or suspend the Contract if allowing it to continue would result in the Hirer has already exceeded his credit limit.

### 35.0 Sub-Let and Change of Site

35.1 The hirer shall not re-hire, sell, charge, pledge, part with possession of or otherwise deal with the equipment or its contents and shall protect the same against distress, execution or seizure and shall indemnify the owner against all losses, damages, charges and expenses that may be occasioned by any failure to observe and perform this condition.

35.2 The hirer shall not assign his rights hereunder nor sub-let or lend equipment or any part thereof to a third party without the prior written consent of the owner.

35.3 The hirer shall not move the equipment from the site to which it is delivered unless prior written consent is obtained from the owner.



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### 36.0 Identification Marks

36.1 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.

### 37.0 On site labour works

37.1 The customer may be required to provide a Risk and Method statement for our Technicians working on your site, prior to any works  
37.2 Interconnecting Pipe runs / cable runs  
37.3 Interconnecting pipe work and electric cable will be surface run. (Option to conceal in trunking conduit where possible available on request)  
37.4 Interconnecting pipe runs and cable runs will be uninterrupted and free of obstacles.  
Fire alarm, if installed, will be deactivated by others

### 38.0 Installation of fixed equipment

38.1 Minimum ceiling void depth available is 300mm for ceiling recessed (cassette) units, if  
38.2 Access through the site with our equipment and materials is unimpeded  
38.3 Storage and parking facilities will be made available during our visits  
38.4 Internal window blinds will be fitted to South and West facing windows  
38.5 Cooling equipment will only be run when outside ambient temperatures exceed temperature stated by manufacturer (on request)  
38.6 That all doors within the conditioned space remain closed following installation and commissioning so as to not exceed the cooling requirement of the equipment.  
38.7 Work permits supplied by the customer if required.  
38.8 Ceiling 'cassettes': if air slot(s) are blanked off, the blade sweep feature will be disabled and performance may be reduced

### 39.0 Mains Power connection

39.1 It must be established by your normal electrical technician that sufficient power and fuse / circuit breaker ways are available prior to our commencement.  
Fuse ratings shown are for only for information. Any fuses or MCB's installed on-site should be sized in accordance with I.E.E regulations.  
39.2 quoted

### 40.0 Divisibility

40.1 Where delivery is to be made by instalments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by the Supplier in respect of any one delivery shall not entitle the Hirer to repudiate the contract or any instalments remaining to be delivered there under. Notwithstanding this, the Hire & Maintenance and Sale of Equipment shall also be deemed as separate contracts, and therefore any failure by the Supplier in respect of these contracts shall not entitle the buyer to reject the contract or the services provided or withhold any other installment or payment in respect of any installment previously provided under said contract.

### 41.0 Exclusions

41.1 The prices quoted exclude the following unless agreed in writing in advance from the supplier, Value Added Tax (VAT), the provision of temporary cooling facilities during works or in the event of equipment failure, the removal of packaging / rubbish from site, Special off-loading/carrriage, The production of plans/drawings, the seeking or gaining of licenses, consent permits or permissions, making good or re-decoration, all builders or plumbers works, Programmes or time clocks, connection of systems or wiring to BMS / control systems, demonstrations non warranty breakdown call outs parts and repair work (other than scheduled maintenance contract visits or any reference to a specification or contract other than our standard.  
41.2 It is the customer's responsibility to obtain the load bearing capacities of structures that will bear the weight of our equipment (weights given on request) and we will assume this to be approved without the need for additional structure/modifications unless notified in writing at least 7 days prior to installation commencement.

### 42.0 Contractors

42.1 Please be advised that London Cool do not have a subcontractors certificate 714C however do have a registration card. Any necessary forms will need to be submitted together with your payment for the total invoice amount less the percentage of the labour content (currently 18%).  
The contract is between the Company and the Customer as principals; neither the benefit nor the burden is assignable by the Customer without the Company's written consent; the contract may be assigned or sub-contracted by the Company.

### 43.0 Personal Information

43.1 London Cool Ltd may use your personal information for the following purposes:

- a. to identify You when You contact us;
  - b. 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;
  - e. to help to prevent and detect fraud or loss;
  - f. to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless You have previously asked us not to do so;
  - 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 order to assist us in locating the caller.
- 43.2 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.  
43.3 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organizations may use and search these records to:
- a. help make decisions about credit related services for You and customers of Your company;
  - b. help make decisions on air conditioning and/or climate solutions
  - c. trace debtors, recover debt, prevent fraud, and to manage Your accounts
  - d. Check your identity to prevent money laundering unless you give us other satisfactory proof of identity.
- 43.4 Acceptance by the Customer of delivery of the Products or services shall be deemed to constitute unqualified acceptance of these conditions.