

COOL 365 LTD
TERMS & CONDITIONS
FOR INSTALLATION, SERVICE, REPAIRS & CALL OUTS

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The following document outlines the terms & conditions which apply when instructing Cool 365 to proceed with written or verbally agreed quoted work. These terms & conditions should be fully read and understood before proceeding to order from Cool 365 Ltd.

Unless otherwise agreed in writing, the installation, repair or service shall be subject to the following terms and conditions. No other terms or conditions except those which may be implied by law or statute shall be of any effect.

Quoted Work

The quoted price is valid at the time of quotation for the time specified on the quotation document. The price may have increased if your order is placed after this date. If this is the case, we will notify you of any uplift required. Our quotation provides an indication to you of the items on which you may place an order, but no order from you because of a quotation (or otherwise) shall be binding upon us until it is accepted or confirmed by us. We reserve this right in the event of error or mistake.

Where a site survey is not carried out. A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practical and may offer you a substitute on terms to be agreed.

Mains power is required to all outdoor AC units. Unless otherwise stated on the quotation, if no prior testing has been quoted for and carried out, we assume there is sufficient capacity on the existing electrical system to cater for this. If we have allowed to take power by a 3-pin plug, we assume we can use the closest 3 pin plug to the outdoor unit. If the customer does not want this plug used and the next plug is more than 2m away additional costs may apply. If once the power supplies are installed, we find the system does not have sufficient capacity on it and 'trips' we will provide a quotation to upgrade the fuse board, supply an additional sub board or run a dedicated power supply to the condenser(s) as required. This work will be additional to our quoted work.

If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.

Obstructions

Any obstructions, i.e. Televisions, Furniture, Paintings, Mirrors, Computers, beds etc should be moved if they are in a location where we need to access or work in. If in the event this has not been possible, our engineers will move or help you move any items obstructing access, but whilst taking reasonable care, neither they nor the Company will accept any liability for damage.

Customer site requirements

If the Services are to be carried out on your premises or at your request at another site, we will need safe storage and protection of all goods, tools, plant and equipment and materials we have on site to carry out the required work. We will also require additional facilities to carry out the services such as electricity and water. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the



health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

We also require the usual minimum welfare requirements of a toilet & sink.

Working Hours

All work set out in the quotation will be carried out during normal working hours, which are 8.30am-5.30pm Monday to Friday, unless otherwise stated. Access to your premises is required while work is in progress.

Additional Costs

Additional costs may be incurred if: -

- a) Variations or additions to the work planned are found to be required and which could not have been identified when the original quotation was given. In this case, we will agree with you in advance what the additional costs will be.
- b) For any reason we cannot gain access to site, resulting in delays. Or any delays on site in general resulting in further time being required.

Cancelation charges

Cancelation charges will be incurred: -

If you cancel or postpone without giving us 48 hours' notice on work scheduled more than 48 hours in advance.

If the visit was scheduled for the same day or next day (usually in terms of emergency servicing and call outs) this is instantly binding as we will be moving jobs around to accommodate, or an engineer will be instantly on route.

Postponing Charges

If we are holding equipment which is to be installed and the customer postpones the visit, depending on how long the job is postponed there may be storage charges if you cannot take delivery of the equipment.

Termination of contract

On termination of any contract you hold with Cool 365:

- a) You shall immediately pay to us all outstanding unpaid invoices including interest and compensation if due.
- b) In respect of services supplied but for which no invoice has been submitted, we shall submit and invoice, which shall be payable by you immediately on receipt.
- c) You shall return all the air conditioning parts which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

- a) You commit a material breach of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing of the breach.
- b) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the forgoing apply;
- c) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of your company (being a company);



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- e) you (being an individual) are the subject of a bankruptcy petition or order;
- f) you suspend or cease , or threaten to suspend or cease, to carry on all or a substantial part of your business;
or
- g) you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

Permission

The customer is responsible for ensuring that all permissions are granted for the work to proceed on their premises or the site they are instructing us to work on, on the agreed date, without delay.

Delays

The company will not accept liability for delays of engineers attending or parts ordered, outside of its control, including fire, flood, road closures, or adverse weather/traffic conditions. If this situation should arise, we will advise you of the next available date.

Warranty

If we are supplying equipment, it will have a warranty period set by the manufacturer of that equipment which in most cases, is detailed on your quotation.

On validation from the manufacturer that their equipment is faulty, they will send replacement parts or an entire new product as they see fit. We have no bearing on this, and the manufactures decision is final.

Only parts are covered under third party manufactures warranty. In the event of this, the labour cost (time) for us to diagnose, replace, swap and/or repair the equipment is liable by the customer.

Unless otherwise agreed, we will rectify any defective work and/or defective materials notified to us in writing within 12 months of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law. We also agree to use reasonable skill and care in carrying out any work and to use materials, which are of suitable quality and free from defects.

Warranty will only be valid if regular servicing has been carried out at the required minimum duration.

Residential- Minimum of one service visit per year

Commercial- Minimum of two service visits per year.

We will take reasonable care of the Customer's Equipment if stored in our premises and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.

Unless we have agreed to do so, you will accept full responsibility for examining and testing the equipment on which we have worked on or installed, as soon as it is completed, and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly test the equipment or in notifying us of any defect in the work.

Transportation

If we have agreed to transport the Equipment, in the event of loss or damage to Equipment in transit from any cause whatsoever our liability shall be limited at our option to replacing the Equipment or passing on the benefit of insurance. In no circumstances shall we be liable for other loss including (without limitation) loss of production or loss of profit or contracts.

We shall not be liable for any such transit damage unless we and the carriers are notified of such damage or loss within seven days of delivery. It is your responsibility to examine the goods immediately on receipt.

Unless otherwise agreed, the loading or off-loading of the goods on collection or return to you shall be arranged by you and performed at your sole expense and risk.



Designs Drawings and Specifications

You shall be responsible for the accuracy of any designs, specifications and other data, which you, your employees or agents supply to us to use in connection with work to be carried out, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to yourself or a third party for any issue which may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

VAT

Unless indicated otherwise, all sums payable under this Contract are stated exclusive of Value Added Tax (which will be charged at the rate prevailing at the relevant tax point) and any other tax or duty chargeable under any relevant legislation.

Payment

Payment is only valid in cash, BAC's or card payment. All payments will be in pounds Sterling.

The Price for the Goods and/or Services shall be the price as agreed verbally or on the quotation. The Price is exclusive of value added tax ("VAT") and all other applicable taxes and duties, which the Customer shall pay to cool 365 at the prevailing rate.

Payment terms will be written on the quotation or agreed on email. If no payment terms are agreed, our standard payment on the day of completion will apply.

Cool 365 may require payments to be made by instalments based on a percentage of the total price or as otherwise agreed in writing with the Customer.

On larger jobs where application payments are due. Each Application shall set out the amount that Cool 365 considers to be due and the basis upon which that amount has been calculated. No later than 7 days after each amount becomes due, the Customer shall notify Cool 365 if the Customer considers a different amount is due and the payment due date in respect of the amount of the relevant Application and the basis upon which that amount has been calculated.

Not less than 7 days before the final date for payment, the Customer may give cool 365 notice that it intends to pay less than the Notified Sum and any such notice shall specify the sum that the Customer considers to be due on the date the notice is served and the basis upon which that sum is calculated. The Customer must pay at least the sum so notified and without deduction.

Cool 365 reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the rights provided under the said Act shall apply after any judgement or binding determination as well as before.

If for any reason any payment of an amount due is not made by the final date for payment, Cool 365 shall be entitled to:

- a) Be paid on an indemnity basis for any costs it incurs in recovering money due under the Contract (and the costs of recovering such costs) including its administrative costs and any costs incurred with lawyers or debt collection agencies and/or;
- b) notwithstanding any previously agreed credit periods, be paid on all Applications already delivered to the customer whether or not the final date for payment in each case has been reached and/or;
- c) be paid a reasonable proportion in respect of Goods delivered or of Services undertaken but not yet due for payment as if such amounts were already due.



In the event of the Customer being in default of payment of any amount due to Cool 365 under the Contract then on giving the Customer 7 days' notice in writing specifying the grounds for so doing, Cool 365 may suspend performance of any or all of its obligations under the Contract. Cool 365 shall resume its obligations under the Contract within a reasonable time after receipt of any outstanding payment. Any suspension arising under this clause shall entitle Cool 365 to payment of its reasonable costs and expenses incurred as a result and the period of suspension shall be disregarded in computing any agreed date for completion of Cool 365 obligations and Cool 365 shall not otherwise be liable to the Customer regarding such suspension.

Cool 365 reserves the right to, by giving notice to the Customer at any time before delivery, increase the price to reflect any increase in the cost of the Goods and/or Services that is due to:

- a) Any factor beyond Cool 365's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs) ;
- b) Any request by Cool 365 to change the delivery date(s), quantities or types of Goods and/or Services ordered; or
- c) Any delay caused by any instructions of the Customer or failure of the Customer to give Cool 365 adequate or accurate information or instructions.

The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Cool 365 may at any time, without limiting any other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Cool 365 to the Customer.

If at any stage during the installation of the air conditioning, we have a reasonable belief that you are unable to make payment of any future sums due under this contract then we reserve the right at any time to cease the installation. The installation shall not recommence unless payment of the remaining outstanding balance is made within 14 days of the installation ceasing.

Credit Referencing

Where a contract is being drawn up between the customer and Cool 365, we may carry out a check with one or more licensed credit reference agencies. They will retain a copy of the search. Payment details of your account will be recorded and may be shared with other organisations to help make credit decisions about you or and/or members of your household and for debt collection and fraud prevention. This includes those who have moved house and who are in default.

Following the credit check being carried out, we reserve the right to request that payment of the balance is made by way of equal monthly instalments in accordance with a payment schedule to be agreed between us. This contract may be cancelled by WRITTEN notice only at our address below. It must be sent by recorded delivery or registered post and received no later than seven days after the date on which the contract has been signed. Any cancellation after this period will result in the loss of the deposit. Cool 365 retains the right to cancel this agreement at any given notice.

Information you provide or we hold (whether or not under this contract) may be used by us or by our agents.

Property of Cool 365

All units, systems, materials, parts and equipment remain the property of Cool 365, until paid for in full.

If this Agreement ends for any reason or in terms of non payment, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.



Limitation of Liability

We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.

Apart from our agreement to rectify any defects or errors in the Services as set out according to our Warranty terms and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out according to our Transportation terms:

Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract, or such higher sum as a court may specify as reasonable up to a limit of £75,000; and

We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).

The limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.

The limitations and exclusions in these conditions reflect the value of this Contract to us and are reasonable. If you require us to accept greater liability, we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.

Force Majeure

We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

Disputes

Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or (if we and you cannot agree the choice of expert within 14 days of an expert being proposed by you or us) appointed at the request of you or us by the President for the time being of the Institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

Assignment/Third Parties

You will not assign your rights under this Agreement without our express written approval. We may sub-contract the provision of certain accompanying trades or services were required at our discretion. No third party shall acquire any rights under this Contract except as specifically stated in these conditions.

Notices

Any notice to be given by you or us must be in writing and must be delivered via electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement, or invoice. Any notice given to you will be sent to you at the address supplied at the time of order. The customer and Cool 365 are free to provide an alternative address for notices at any time. Any notices sent by first class post will be assumed to have been delivered two working days after they are sent but must be recorded.



Waiver

Any express or implied by us or any failure by you to perform your obligations under this Agreement will not prevent the subsequent enforcement of those obligations. Similarly, any waiver we give will not be taken to be a waiver of any subsequent failure by you to perform that or any other obligation.

Whole Agreement

This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

Validity

If any provision of this Agreement is ruled to be invalid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

