



London Cool Limited
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Terms & 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" or "suppliers" as appropriate) unless specifically agreed in writing by the supplier. All orders are accepted on the basis of these terms and conditions. The purchase (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.

These Terms and Conditions supersede the Sale of Goods Act 1979. Your statutory rights are not affected.

1.0 Definition of Terms
1.1 "Customer" or "Supplier" is City Cool Holding Limited at London Cool Unit 7 Meadowbrook Industrial Centre, Maxwell Way, Crawley, West Sussex RH10 9SA, or Midland Cool Limited, Unit 5, Mainstream Way, Salford, Birmingham B7 4SN.
1.2 "Customer" and "Hire" is any company, firm, person, corporation or authority as specified in any documentation 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.
1.6 Personal Information
2.1 London Cool Ltd/Midland Cool Ltd/City Cool Holdings 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 approved 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 using a mobile telephone then 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.
2.2 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons. 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. make decisions about you and your customers of Your company;
 b. help make decisions on our conditioning and/or climate solutions;
 c. track defects, recover debt, prevent fraud, and to manage Your accounts.
2.3 Check your order to prevent money laundering (under our other satisfactory proof of identity).
2.4 Acceptance by the Customer of delivery of the Products or services shall be deemed to constitute unqualified acceptance of these conditions.
2.5 Prices stated are not subject to further discount, retention or delayed payment of any kind.
2.6 All prices quoted are subject to a site survey.
2.7 **Prices**
 a.1 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.
 b.1 Hire charges shall be calculated on the hire period and may be calculated on a daily price based on the weekly rate.
 c.1 Unless otherwise stated, hire 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.
 d.1 Installation and de-installation of portable or fixed equipment is chargeable with prices and details being subject to a pre-installation site survey.
 e.1 All works, including breaking / hot work, and work which 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.
 f.1 The weekly hire rate is based on a minimum hire period and set by the weekly hire rate along with the Hire's commitment stated on their initial purchase order or request to supply. Should the equipment be off hire before this period the Supplier will be entitled to charge the full amount of the agreed minimum period.
 g.1 Hire periods are automatically extended to the end of the initial period until the 'owner' issues an 'off-hire number or reference'.
 h.1 An 'off-hire reference' is generated by the customer terminating the hire, as section 17.
 i.1 If 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. Changes will continue in accordance with Section 17.
 j.1 60 days at the end of the initial hire period shall be charged at a daily rate, based on the original weekly rate.
 k.1 Hire charges will continue until hire is terminated in accordance with Section 17.
2.8 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 the full period the Supplier will be entitled to charge the full amount of the agreed minimum period.
2.9 Critical/ Cooling Agreements/Contracts are subject to a minimum period determined at outset and/or as revised on renewal. Should the agreement be cancelled before the full period the Supplier will be entitled to charge the full amount of the agreed minimum period.
2.10 Availability of Goods
 a.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.
2.11 Availability and delivery of Good Order
 a.1 The purpose of the equipment shall be the sole responsibility of the customer. No warranty is given or implied by the supplier as suitability of equipment for any particular purpose whether or not such purpose is made known to the supplier.
 b.1 The equipment and/or installation work shall be performed in good order and condition in accordance with the terms of contract and the Customer's satisfaction unless notified in received by the supplier within 24 hours of the equipment being delivered to site or works being completed.
2.12 Supply of Goods and Services
 a.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.
 b.1 Completion of works by the supplier shall constitute the end of the contract 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 reasons.
 c.1 Prices stated are not subject to further discount, retention or delayed payment of any kind.
 d.1 Hire and/or parts are subject to availability.
 e.1 All prices are subject to site survey.
 f.1 Prices assume equipment is easily accessible without the need of extending ladders and/or special equipment.
 g.1 Servicing prices assume equipment is in working order and operational.
 h.1 Servicing, 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).
 i.1 We reserve the right to suspend any work or supply should an account become overdue or exceed the agreed credit limit for whatever reason.
2.13 Site Access Requirements
 a.1 The supplier shall be given suitable access to the site to enable the supplier to carry out or complete contract works.
 b.1 We require at least two contact persons on site, 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.
 c.1 It is the customer's responsibility to deactivate any security systems during our hours.
 d.1 It is the customer's responsibility to ensure that existing works are suitable and sufficient.
 e.1 Representatives from London Cool Ltd / Midland Cool Ltd / City Cool Holdings Ltd shall be supervised at all times during site visits out of hours.
2.14 London Cool Ltd / Midland Cool Ltd / City Cool Holdings Ltd accept responsibility for the building security.
2.15 Access Route
 a.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 signposted on purchase orders.
 b.1 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 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.
2.16 Costs
 a.1 Our costs for delivery, unless stated otherwise, are based on a single commitment to site on no specific time during normal working hours (Mon-Fri 08.30-16.30). Additional costs for delivery and collection are available on request.
2.17 Loading and Unloading
 a.1 Unless otherwise specified delivery is to kerb side or goods in / ground floor reception only.
 b.1 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 customer's control and the customer shall be responsible for any damage caused.
2.18 Identification Marks
 a.1 The owner retains the right to affix a mark or place on the equipment identifying it as the owner's property and the hire shall not remove, deface or cover up the same.
2.19 Period of Hire
 a.1 Unless otherwise provided for in this agreement or any other agreement, the period of hire commences on the date the equipment leaves the owners premises and terminates at the date it is received back here or in a site nominated by the owner, both days being included in the period of hire.
 b.1 It is the customer's responsibility to ensure that the equipment is available for collection, and must advise the supplier 24 hours in advance that the equipment is ready.
 c.1 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 hire period shall be charged at a daily rate, based on the original weekly rate.
 d.1 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.
 e.1 60 days at the end of the initial hire period shall be charged at a daily rate, based on the original weekly rate.
2.20 Hire charges will continue until hire is terminated in accordance with Section 17.
2.21 Maintenance, Care and Alterations to Hire equipment
 a.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 and serviceable condition. Any loss, damage or cleaning costs will be charged to the customer.
 b.1 No alteration, modification testing or repairing shall be carried out on equipment without prior consent of the Owner.
 c.1 Faulty equipment must be reported within 24 hours.
2.22 Inspection
 a.1 The Customer or Hiree 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.
2.23 Sub-Let and Change of Site
 a.1 The hire shall not be hired, sold, 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 the conditions.
 b.1 The hire shall not assign its rights hereunder nor sub-let or lend equipment or any part thereof to a third party without the prior written consent of the owner.
 c.1 Hire shall not move the equipment from the site to which it is delivered unless prior written consent is obtained from the owner.
2.24 Hire - Termination
 a.1 The contract shall be terminated by 24 hours notice in writing by the Hiree, whether or not 'off-hire' reference will be issued.
 b.1 The owner shall be entitled to terminate the agreement forthwith and repossess the equipment in the event of the Hiree failing to comply with any of the conditions herein contained. All additional costs will apply and be forwarded to the Hiree.
 c.1 It is the responsibility of the Hiree to make equipment available at the termination of hire. Should the Hiree or owner prevent us from collecting any or all of the hire 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 collect.
 d.1 Where the period of hire is indeterminate the contract shall be terminable by 48 hours notice in writing given by either party to the other, in the event of the hiree desiring to terminate the contract and failing to give such notice, hire for the period of 48 hours notice shall be chargeable. If the hire is terminated prematurely the Hiree is entitled to payment for the minimum hire period stated.
 e.1 Termination of hire must be advised by the hiree in writing to the owner. Failure to do this will result in the equipment remaining on hire and the relevant charges will be made.
 f.1 Hire charges will continue until hire is terminated.
 g.1 Should the equipment be off hire before the minimum hire period has passed, the Supplier will be entitled to charge the full amount of the agreed minimum period.
2.25 Hire - Insurance
 a.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 arising under statute or common law.
 b.1 The hiree shall ensure that the equipment is insured to the full replacement value of the equipment the equipment owner shall be charged the same as the owner's current list sale price. The hiree will be responsible for the cost of removal of a damaged or written off unit.
2.26 Loss and Damage
 a.1 During the continuance of the hire period the hiree shall make good to the owner all loss or damage to the equipment or extra chargeable items from whatever cause the same might arise (that wear and tear excepted). The hiree period will be deemed to continue until a lost or stolen item is paid for.
 b.1 The owner accepts no liability or responsibility for any loss or damage due to or arising from the equipment becoming unusable through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the equipment or its contents.
 c.1 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 contract is terminated, as all items hired are safely collected and returned to the supplier.
2.27 Public Liability
 a.1 The customer agrees that once the supplier has delivered equipment and/or materials that responsibility for public liability becomes the customer's. Public Liability needs to be in force during the duration of the hire. The equipment and/or materials have been collected or returned to the supplier.
2.28 Installation of fixed equipment
 a.1 Minimum ceiling void depth available must be 300mm for ceiling recessed (cassette) units.
 b.1 Access to the site with our equipment and materials must be unimpeded.
 c.1 Storage and parking facilities will be made available during our visits.
 d.1 Window blinds will be fitted to South and West facing windows.
 e.1 Cooling equipment must only run when outside ambient temperatures exceed temperature stated by manufacturer (available on request).
 f.1 Units within the conditions remain closed following installation and commissioning so as to not exceed the cooling requirement of the equipment.
 g.1 Work pending to be supplied by the customer if required.
 h.1 Ceiling 'cassettes' (if as stock) are blanked off, the blade sweep feature will be disabled and performance may be reduced.
 i.1 An access must be cleared in advance, by the customer, to make access as safe and easy as possible. No responsibility or liability will lie with the Company in any damage or loss of any item, not belonging to the Company, which has not been removed prior to commencement of work.
2.29 On site labour works
 a.1 The customer may be required to provide a Risk and Method statement for our Technicians working on your site, prior to any works.
 b.1 Connecting pipe work electric cables will be affixed to your system. (Option to connect in burking condole where possible available on request).
 c.1 Interconnecting pipe runs and cable runs will be unimpeded and free of obstacles.
 d.1 Fire alarm, if installed, or security devices will be deactivated where necessary by the customer.
2.30 Exclusions
 a.1 The prices quoted excludes the following unless agreed in writing in advance from the supplier.
 b.1 Value Added Tax (VAT).
 c.1 The provision of temporary cooling facilities during works or in the event of equipment failure.
 d.1 Spilling of oil/leakage.
 e.1 Filing of holes made to accommodate fixed installers with any other product than expanding foam.
 f.1 The removal and replacement of ceiling tiles at the beginning and end of each day whilst working in progress.
 g.1 The replacement of damaged ceiling tiles or the making good of ceiling tiles following replacement of air conditioning systems).
 h.1 The removal or replacement of electrical equipment, equipment, furniture or any other item left in situ by the customer during installation works.
 i.1 The production of plans/drawings.
 j.1 The seeking or gaining of licences, consent, permits or permissions.
 k.1 Making good or re-decoration, all builders or plumbers works.
 l.1 Electrical work, including but not limited to mains power connection/distribution.
 m.1 Programmes or time clocks, connection of systems or wiring to BMS/ control systems.
 n.1 Demonstrations.
 o.1 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.

23.2 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 will ensure this is approved without the need for additional structure/modifications unless notified in writing at least 7 days prior to installation commencement.
23.3 Matters outside London Cool Ltd's / Midland Cool Ltd's / City Cool Holdings Ltd's reasonable control (force majeure)
24.0 **Power connections**
 a.1 It must be established by your normal electrical technician that sufficient power and fuse / circuit breaker ways are available prior to our commencement.
 b.1 Risk notices shown are for information only and do not constitute an offer. Installation on-site should be signed in accordance with I.E.E. regulations.
24.1 **Service & Maintenance Agreements or Contracts**
 a.1 Service and Maintenance Agreements/Contracts are entered into in force, subject to earlier termination as provided herein, for the initial term, as set out within the contract and shall automatically renew in force for successive one year terms (the "renewed 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 renewed term.
 b.1 Our normal standard terms of payment or service & maintenance contracts for fixed installed equipment is, full remittance with order (non-refundable).
 c.1 Customers who hold Service Agreements benefit from preferred call out labour rates.
 d.1 Any works which have been carried out, subject to the above preferred call out labour rates under contract, whereby the contract is subsequently cancelled, will be subject to further charges so as to bring into line with non-contract and un-preferred call out rates.
24.2 **Critical Cooling Agreements**
 a.1 While London Cool Ltd / Midland Cool Ltd / City Cool Holdings 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. (Force Majeure). 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 execution 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.
 b.1 Outlined below are the call-out limits that apply to the Customer within each year.
 c.1 You have the right to call out London Cool Ltd / Midland Cool Ltd / City Cool Holdings Ltd, out of hours, up to a maximum number of two times in any one year.
 d.1 If the relevant call-out limit is reached, London Cool Ltd / Midland Cool Ltd / City Cool Holdings Ltd will be entitled to either refuse or charge an additional fee upon each subsequent call-out or continue.
24.3 **Critical Cooling Contracts & Agreements do not commence until full payment has been received by the company.**
24.4 The initial term will be deemed to be the minimum period.
24.5 **Contractors**
 a.1 Critical Cooling Contracts/Agreements will automatically renew upon expiry of the initial term for the same period, unless cancelled in accordance with our cancellation terms as per Section 29.
24.6 **Contractors**
 a.1 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.
24.7 **Warranty (applicable to UK mainland only)**
 a.1 One year warranty against manufacturing defects from date of despatch on all, non-portable equipment used for cooling, heating, drying or air movement.
 b.1 Equipment is covered by manufacturer's 3 year warranty provided a maintenance programme requirements, correct use, positioning, installation and storage of the equipment and accessories supplied with the equipment; failure may result in cancellation of warranty cover.
 c.1 The customer established a fault, the supplier may replace with similar goods, or repair, or issue a credit against the goods, or assign to the customer any warranties given by the manufacturer of the goods to the supplier.
 d.1 In circumstances that shall be the invoice value of the goods or services.
24.8 **Fixed Installation of new equipment**
 a.1 Standard terms of warranty for workmanship on installation of new equipment is 12 months from installation completion.
 b.1 Equipment is covered by manufacturer's 3 year warranty provided a maintenance programme requirements, correct use, positioning, installation and storage of the equipment is followed, in order to keep within the terms of your warranty.
 c.1 The warranty cover for equipment, piping work and condensate pumps are subject to regular preventative maintenance being carried out strictly in accordance with manufacturers and/or supplier recommendations.
24.9 **Warranty**
 a.1 The customer established a fault, the supplier may replace with similar goods, or repair, or issue a credit against the goods, or assign to the customer any warranties given by the manufacturer of the goods to the supplier.
 b.1 In circumstances that shall be the invoice value of the goods or services.
24.10 **Standard terms of warranty for workmanship on installation of new equipment is 12 months from installation completion.**
24.11 **Cancellation**
 a.1 Fixed installation equipment orders - Any cancellation for whatever reason must be made in writing at least fourteen (14) working days prior to the original agreed dispatch date.
 b.1 Hire / Sale of portable equipment orders - Any cancellation for whatever reason must be made in writing at least forty-eight (48) hours prior to the requested agreed dispatch date.
 c.1 Any cancellation made after the above mentioned periods will be subject to a cancellation fee of £25 (minimum charge) or 5% of total order value plus VAT, whichever is greater.
 d.1 Cancellation and termination of Service and/or Maintenance and/or Critical Cooling Agreements/Contracts - must be made in writing, thirty (30) days prior to the expiration of the initial term or any renewed term. Failure to do so will result in a cancellation fee of 25% of the total value of the contract plus VAT. The initial term will be deemed to be the minimum period.
 e.1 In case of cancellation, at whatever time, where goods and equipment have already been purchased by the supplier in good faith, specifically for any order placed by a customer:
 a. providing the goods can be returned to the manufacturer then a stock-keeping fee will apply or
 b. the customer will be bound to accept these goods and charge for the goods plus delivery and relevant cancellation fee will apply.
 c. Any deposit taken for any order placed with the supplier are refundable less the above charges in the event of the customer's cancellation.
24.12 **Returned Goods**
 a.1 All white equipment is fitted with a returnable back to base warranty from date of despatch.
 b.1 The customer 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.
 c.1 The supplier reserves the right whether to accept the goods or whether to re-try the goods or whether to issue a credit note in respect thereof.
 d.1 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, repair or credit. The goods shall be at the risk of the purchaser until actual receipt thereof by the supplier.
24.13 **Payment Terms**
 a.1 Credit accounts can take up to one week to establish in written trade references are required (subject to status).
 b.1 A credit facility has granted to our other payment terms are agreed in writing between the supplier and customer.
 c.1 All invoices must be paid within 30 days of the date of the invoice unless other terms are agreed in writing between the supplier and customer.
 d.1 In the event of late payment the supplier reserves the right to suspend or stop any other services that the customer has ordered.
 e.1 Payment by the Customer on time under their 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.
 f.1 Installations of fixed equipment are always chargeable with a deposit prior to installation with full payment of outstanding balance including VAT, as per the conditions of the contract.
 g.1 Standard terms of payment for Service & Maintenance agreements/contracts, full remittance with order or on renewal (non-refundable). Unless otherwise agreed in writing.
 h.1 Standard terms of payment for Critical Cooling agreements/contracts, full remittance with order or on renewal (non-refundable). Unless otherwise agreed in writing.
 i.1 No service or supply will be carried out without payment having been received.
 j.1 Cancellation charges will apply.
24.14 **Credit Limits**
 a.1 The Supplier has granted a credit account to the Customer. The Supplier may set a reasonable credit limit. The Supplier reserves the right to terminate or suspend the Contract if allowing it to continue would result in the customer exceeding the credit limit.
 b.1 The Supplier has the right to suspend or terminate any contract for a period of up to 5 working days from receipt of full payment by the customer.
 c.1 The Supplier reserves the right to request any credit account at any time.
24.15 **Credit Card Payments**
 a.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 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.
 b.1 Failed payments will incur an administration fee of £25.00.
24.16 **Overdue Accounts**
 a.1 Any portion of an account fall overdue then the total account will become due on demand. The Hiree will be liable for reasonable legal charges incurred by the Supplier in the recovery of amounts due, for the supply of Equipment and/or Goods or Services 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 6% and/or may suspend further services to the Customer.
 b.1 Late payments will incur a Late Payment Fee of £25.00 per invoice which is paid late.
 c.1 In the event of late payment the supplier reserves the right to terminate and cancel any agreed credit account, and all outstanding items will become due immediately.
24.17 **Unpaid cheques**
 a.1 Cheques received by the supplier and subsequently returned by the suppliers bankers unpaid, will attract an unpaid cheque fee of £35.00 + VAT administration costs. This fee will apply each time an item is returned unpaid by the suppliers bankers.
24.18 **Invoice Queries**
 a.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 from the invoice date have elapsed.
 b.1 The Supplier reserves the right to amend his rates by giving seven days notice in writing to the hiree at any time after the minimum hire period stated on the contract.
24.19 **Claims**
 a.1 The customer shall not be entitled to withhold any payment due, or sum owing to the Supplier for any reason.
 b.1 No liability for any claim for damage will be accepted unless the purchaser notifies the supplier in writing within 72 hours of delivery.
 c.1 Where other offers including connecting to or using existing services, such as (but not limited to) pipe work, cabling, drains, brackets, etc., London Cool Ltd / Midland Cool Ltd / City Cool Holdings Ltd accept no responsibility for the condition of these existing services, nor any consequential occurrence which may result therefrom.
24.20 **Property and Risk**
 a.1 If an equipment is involved in any accident resulting in injury or death to persons or damage to property, the customer shall immediately inform the supplier in writing within 2 days.
 b.1 So long as any amounts remain owing from the purchaser to the supplier, title 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.
 c.1 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, the supplier reserves the right to enter the purchaser's premises and remove from there any goods which remain the property of the supplier.
 d.1 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.
 e.1 Hire equipment remains 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.
24.21 **Consequential Loss to Third Party and to the Owner**
 a.1 No liability will attach to the owner for any consequential loss or damage due to any failure in any equipment or non-arrival or late delivery of any equipment or any breach of contract made by the owner for any cause whatsoever, including the negligence of the owner or the owner's employees.
24.22 **Divisibility**
 a.1 Where delivery is to be made by instalments, each delivery shall be deemed for each 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 Hiree to repudiate the contract or any instalments remaining to be delivered there under. Notwithstanding this, the Hiree & 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 entitle the buyer to reject the contract or the services provided or withhold any other instalment or payment in respect of any instalment previously provided under said contract.