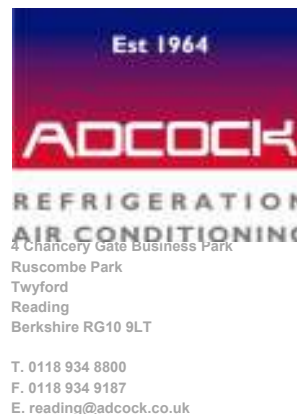


Our Reference: MQ3365/AS/2019

24 July 2019

RFM Construction Management  
70 Acton Street  
London  
WC1V 9NB



For the attention of RFM Construction Management

Dear Sir

**Maintenance Contract for your Air Conditioning at Gloucester Avenue block B,C,D Commercial**

Thank you for your enquiry regarding a planned preventative maintenance (PPM) contract for your Air Conditioning at Gloucester Avenue block B,C,D Commercial

I am pleased to enclose the contract which we have prepared plus a schedule listing all the equipment to be covered.

We are recommending that you have your Air Conditioning at Gloucester Avenue block B,C,D Commercial serviced four times a year in order to:

- extend the manufacturer parts warranty for up to 7 years
- maximise on-going cost and energy efficiency
- minimise breakdown risk (and resulting downtime and inconvenience to your business).

You need to enter into a PPM agreement now because:

in order for your 1 years parts and labour manufacturer warranty to be valid Daikin stipulates that you enter into a maintenance agreement within three months of installation to keep your new system running in optimum condition.

Having your system regularly inspected and maintained by our engineers also ensures that you fulfil your legal obligations under EC Regulation No 517/2014 regarding fluorinated greenhouse gases (F-Gases). These regulations stipulate that all systems that use a fluorinated refrigerant (HFC's) are to be regularly checked by qualified personnel, to ensure that no refrigerant is leaking into the atmosphere from your air conditioning and refrigeration systems. The frequency of Inspection visits is based on the amount of refrigerant and the Global Warming Potential of the refrigerant in your equipment. All relevant equipment will be labelled by our engineers and both you and Adcock are required to keep comprehensive records of your refrigerant stocks and usage.

Our price for implementing a PPM consisting of four maintenance visits per year will be £5762.76 + VAT per year.

We will invoice you the following sums immediately after each visit, £1570.38 + VAT for a major visit and £1311.00 + VAT for a minor visit. Parking fees and any consumables required (such as specialist cleaning materials) used in the course of the visit are included in the annual charge.

As an Adcock PPM client you also have access to our 24-hour emergency call-out service at the following hourly rates:

Monday - Friday, 8.00am - 5.00pm	£63.00 + VAT
Monday - Friday, 5.00pm - 8.00am	£77.00 + VAT
Friday 8.00pm - Saturday 5.00pm	£77.00 + VAT
Saturday 5.00pm - Monday 8.00am and bank holidays	£90.00 + VAT
Standard Call Out Charge	£56.00 + VAT
Out of Hours Call Out Charge	£100.00 + VAT

The above hourly rates are not fixed for the term of the maintenance contract and subject to change.

Whilst writing, I would also like to point out that if you have any older systems on your site we can offer you a 'no-obligation' refrigeration audit. We strongly advise our customers to take us up on this offer because of the significant energy savings you may be able to make, given that insufficiently maintained systems routinely use 20%-30% more energy – and can use up to 60% more. Even more importantly, besides providing you with an energy efficiency report, we will advise you on necessary issues to consider and/or action to take in order to comply with current refrigerant and environmental legislation. Please see [[www.defra.gov.uk/environment/quality/air/fgas](http://www.defra.gov.uk/environment/quality/air/fgas)] for government guidelines. If you would like a free no-obligation audit, please let me know.

I hope this provides you with everything you need to know, but if not, please do not hesitate to contact me on 01189 348800 or email me at [angelasoro@adcock.co.uk](mailto:angelasoro@adcock.co.uk). Otherwise please sign, scan and email the agreement to the above email address and we will be in touch with you shortly to arrange our first maintenance visit. If it is your company policy to issue order numbers for accounts purposes, please make sure you include this when you return the contract.

Regards

Angela Soro  
Maintenance Administrator  
for and on behalf of Adcock Refrigeration & Air Conditioning Limited

[This email is sent in accordance with Adcock Refrigeration & Air Conditioning Ltd. email policy.](#)  
[Please click HERE for full details.](#)

Directors: John Adcock Beryl Adcock Phillip Prior (Chairman) Sandra Prior Nigel Claydon (Managing) Paul Brant (Deputy Managing)

Reg. in England No 1307597 Reg. office: Adcock Refrigeration and Air Conditioning Ltd, The Maltings, Station Road, Great Shelford, Cambridge CB22 5LR

[www.adcock.co.uk](http://www.adcock.co.uk)



## PLANNED MAINTENANCE AGREEMENT

Customer

We propose to maintain the Refrigeration and / or Air Conditioning equipment, located at:

**RFM Construction Management**  
**70 Acton Street**  
**London**  
**WC1V 9NB**

**Gloucester Avenue**  
**44 Gloucester Avenue**  
**London**  
**NW1 8JD**

**From: 24/07/2019 to: 23/07/2020 at a cost of £ 5762.76 plus VAT per annum**

We agree to make at least four inspections during the year and at the time of such inspections to perform, when necessary the normal inspections listed below :

- Check refrigerant pressures
- Carry out refrigerant leak test
- In accordance with Fgas legislation
- Check operating temperatures
- Check condensing coil temperature
- Adjust condensing fan speed if required
- Check excessive vibration
- Check on & off coil temperatures
- Check general performance
- Lubricate moving parts, where applicable
- Check condensate pump operation
- Lubricate moving parts, where applicable
- Examine safety controls
- Check temperature controls
- Check thermostat calibration
- Check defrost control & operation
- Check safety cut out devices
- Check electrical connections
- Check controller
- Check compressor run amps
- Check fan amps
- Check contactor points
- Check capacitors
- Check crankcase heaters
- Clean condenser exterior
- Check and clean condenser coil
- Clean vegetation, etc from outdoor units
- Examine evaporator and valves
- Clean inside evaporator unit
- Flush/blow out condensate drain if required
- Wash filters
- Refresh filters and micro filters
- ‡ Check & clean evaporator drain pan & flush
- ‡ Check & clean evaporator coil
- ‡ Check & clean fan scroll
- Clean cabinet

‡ Where accessible. These may incur additional charges for a deep clean.

The equipment covered by this agreement includes the following:

- As per attached equipment schedule:
- Qty 20x Indoor FCUs
- Qty 10x Noutdoor FCUs
- Qty 5x Vams
- Please note, this quote is only valid if all areas are accessible at time of the agreed visit any return visit would be chargeable, access to be provided by others including removal of any access panels and wardrobes etc.

**ON BEHALF OF ADCOCK REFRIGERATION &  
AIR CONDITIONING LIMITED**

**DATE:**

.....

**CUSTOMER SIGNATURE**

.....

**NAME IN PRINT**

.....

**DATE:**

.....

**PLEASE RETURN SIGNED COPY TO THE ABOVE ADDRESS OR EMAIL**

It is mutually understood that we are not required to furnish replacement parts, refrigerant and supplies other than those listed above, nor to supply labour to replace worn or broken parts or to repair damage to the equipment due to causes beyond our control. Additional material and labour will be furnished by us at our regular selling prices and prevailing rates.

## 1 Definitions

- a) In this agreement the following terms and conditions shall apply.
- b) The "Company" shall mean Adcock Refrigeration and Air Conditioning Ltd.
- c) The "Customer" shall mean the Company or person entering into this agreement with Adcock Refrigeration and Air Conditioning Ltd.
- d) The "Equipment" shall mean the refrigeration and or air conditioning equipment covered by this maintenance agreement.
- e) This agreement is not transferrable to any third party or to the "Customers" agents or successors in title without the written permission of the Company.

## 2 Agreement

- a) This contract is made and the following are agreed terms and conditions under which the "Company" will contract with the "Customer" to perform this maintenance agreement. Should any dispute arise during the maintenance period which cannot be resolved under the terms and conditions here specified, then our standard terms and conditions of sale shall apply.
- b) All work carried out under this agreement will be performed during normal working hours, 8.00hrs until 17.00hrs Monday to Friday (excluding emergency service), unless otherwise agreed.
- c) The maintenance service furnished hereunder shall not include the normal function of starting and stopping the equipment including under this maintenance agreement which shall include the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, the defrosting of the evaporators or for obtaining proper operation.
- d) Any repairs, refrigerant and supplies other than those listed in this agreement deemed necessary and recommended by the "Company" for the efficient operation of the "Equipment" are to be authorised by the "Customer". Unless these recommendations are accepted by the "Customer" and authorisation given to perform this service, the "Company" cannot guarantee the correct and continued operation of the "Equipment".
- e) In the event the "Company" is required to make emergency calls occasioned by improper operation of the "Equipment" or due to damage caused by floods, lightning, fire, natural elements, rebellion, riots, strikes, labour troubles, civil commotion of any kind, or due to the failure of the "Customer" to follow the recommendations of the "Company" or for any causes beyond the control of the "Company" the "Customer" shall reimburse the "Company" (at the current charge out rate at the date of such service) for the expense incurred in making and carrying out the emergency call.
- f) The "Company" shall not be liable for the operation of the "Equipment" nor for any injuries to persons, or damage to property, except where directly due to the negligent acts or omissions of the "Company's" employees, and in no event, shall the "Company" be liable for consequential direct or indirect loss or damage howsoever caused. The "Company" shall not be liable for any expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. The "Company" shall not be liable for any loss or damage due to delay in furnishing labour or material by reason of but not limited to strikes, or labour troubles effecting employees of the "Company" who perform the service called for herein, or by unusual delays in procuring supplies or any cause beyond the reasonable control of the "Company".  
The prices quoted are based on costs of materials, wage costs, transport and statutory obligations ruling at the date of tender. The "Company" reserves the right to modify prices in accordance with any increases in the course of executing the work which may arise from increases in the foregoing costs prior to completion of the contract.  
This contract shall not be countermanded but is subject to acceptance by the "Company"
- g) This contract shall in all respects be construed to operate under English law.
- h) This agreement shall remain in effect for one year from the date of approval by the "Company" and shall
- i) continue from year to year thereafter unless terminated by the giving of thirty days (30) notice of the intention to terminate this agreement, in writing by either party, prior to the termination of the yearly period. Upon termination, neither the "Company" nor the "Customer" shall be liable to the other or in any matter whatsoever on account of such cancellation.
- j)