

This agreement is made between Equalresponse Limited, Manchester, M30 0JX (herein called 'the Company' and The Customer named in the agreement (hereinafter called 'the Customer')

- 1 The Customer hereby assures and guarantees to Equalresponse Limited that there is no Agreement in existence (either verbally or in writing) for the supply of Liquefied Petroleum Gas (LPG) between the customer and a third party for the period or any part thereof of the proposed Agreement hereunder.
- 2 This Agreement is subject to the site as noted in the schedule, being in compliance with the relevant COP (Codes of Practice/s) and HSE Regulations. (Current Regulations being applied)
The Company can withhold deliveries to sites that are non-compliant (communication and guidance will be issued) until rectified or Terminate the Agreement on grounds of Safety (See Termination 10.1. (i))
- 3 **Term of Agreement**
 - 3.1 This Agreement shall commence on the date signed and accepted by both parties (the Company and the Customer) It shall supersede all previous written agreements between both parties in respect of the Site.
 - 3.2 Shall continue for a minimum period of **three** years from the commencement date, during which you are obliged to buy LPG for storage and/or use at the site exclusively from us unless terminated early in accordance with these terms and conditions.(see clause 9(v))
 - 3.3 This agreement shall continue at the end of year **3** until either party serves written notice to end this Agreement in accordance with these terms and conditions on the schedule, after this period shall switch to the Standard Tariff.
- 4 **Definitions**
 - 4.1 'Gas' means any Liquid Petroleum Gas supplied by The Company to the Customer under this Agreement
 - 4.2 'Tank' means the gas storage vessel(s) the property of the Company placed or to be placed at the Customer's premises
 - 4.3 'Equipment' means the equipment belonging to the Company which is made available to the Customer under this agreement.
 - 4.4 'Customers Premises' means the premises specified in the Agreement hereto.
 - 4.4 'Site' means such part or parts of the Customer's premises as is/are required for the positioning and servicing of the Tank and Equipment.
- 5 **Ownership and Responsibility for the Tank, Regulator/s, Pipework**
 - 5.1 We shall carry out the mandatory tank testing for the duration of the Agreement
 - 5.2 The Tank is our property upon installation or shall become our property on the day that the Tank Transfer completes and shall remain our property at all times
 - 5.3 We shall retain title of and ownership of any LPG stored in the tank until we have received cleared funds for all and any monies due for LPG, charges or Services supplied to you under this Agreement;
 - 5.4 The pipework, regulator/s and equipment at the site remains your property and responsibility at all times (unless noted otherwise on the Schedule)
 - 5.5 All pipework, fittings and appliances after the Emergency Control are your property and the responsibility to maintain/and or replace;
 - 5.6 The customer shall use the Equipment and Tank only for the storage and use of Gas supplied by the Company.

6 Site

You undertake for the duration of this Agreement:

- 6.1 not to sell, transfer, charge, damage, pledge or otherwise dispose of or deal with the Tank;
- 6.2 to keep the tank, pipework, equipment and LPG at the Site safe and free from damage;
- 6.3 to ensure the Site complies with all statutory and regulatory requirements for the supply;
- 6.4 to obtain all consents necessary from time to time for supply, storage and use of LPG at the Site
- 6.5 to provide and allow at all times safe and suitable access to the Site and Tank/pipework and equipment for our agents to inspect, maintain, install, replace or remove, the Tank and deliver LPG
- 6.6 not to move, damage, interfere with the Tank, Pipework or markings thereon without prior written consent
- 6.7 not to construct or plant any building, barrier or fixed source of ignition within 3 meters of the Tank or would obstruct the removal of the Tank without prior written consent;
- 6.8 not to interfere with or construct any building over the Pipework or Emergency Control Valve without prior written consent;
- 6.9 to keep the tanks clear of all objects which may be a source of ignition or flammable;
- 6.10 to notify us immediately if the tank, pipework, equipment and/or Site requires maintenance, repair or otherwise;
- 6.11 not to purchase any LPG for storage in the Tank and/or use at the Site from any other person without prior written consent; and
- 6.12 to use the LPG supplied under this Agreement for your own use and shall not resell or otherwise deal or dispose of it to any third party without prior written consent.

7 Supply of LPG and Pricing

- 7.1 The Company reserves the right to add a temporary surcharge to the price if the wholesale market price increases by more than 20% above that of the Agreement date or increased transportation costs.
- 7.2 The Company does not warrant to maintain supplies of LPG
- 7.3 Dates for delivery are an estimate only and are not guaranteed. The Company shall not be liable for any delay caused by events outside our reasonable control.
- 7.4 Any LPG delivered used as a Road Fuel and not invoiced as such on the delivery/invoice, it is the Customer's responsibility to inform HM Customs and Revenue of any duty payable (as per the Schedule)
- 7.5 We shall not be required to deliver LPG where you have failed to comply with your obligations under this Agreement and/or access to the Site or the Tank has changed so that in our opinion it is no longer sufficiently safe to deliver
- 7.6 If you require LPG outside of the provisions of clause 6.3 or we are required to re-deliver as a result of something done or not done by you; we reserve the right to make an additional charge because emergency or unnecessary deliveries will not be as cost effective as possible. This charge will be notified to you prior to the delivery being made
- 7.7 The prices quoted on the Supply Agreement may be subject to change if Clause 7.4 is not adhered to, losing its protection of the fixed price tariff.
- 7.8 Installation of the Tank is full acceptance of the agreement
- 7.9 Cancellation of orders must be made giving 7 days written notice

8 Payment

- 8.1 The customer shall pay any and all sums due and on the dates set out in the supply agreement/Account Application form
- 8.2 Payment shall not be deemed to have been made until we have received cash or cleared funds in respect of any and all monies due.
- 8.3 Returned Direct Debits will be resubmitted on the next available Bank

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Submission, if it is returned again, there will be an Administration charge of £10.00 + vat, you will be contacted to pay the missed payment to clear the returned Direct Debit.

- 8.4 In the event of 3 returned Direct Debits, this payment facility will be terminated and all monies due for immediate payment. We may:
- Withhold further deliveries of LPG until monies overdue has been paid and cleared funds
 - Ask you for payment in advance of future deliveries
 - Charge you interest at 4% monthly above the base rate of the Bank of England on any and all monies overdue; and/or
 - Recover from you any legal and administrative costs incurred in recovering any and all monies overdue from you

You may not terminate this agreement if we withhold supplies under this clause

- 8.5 If payment is not made within the agreed terms of the agreement/account application form we may serve a disconnection notice and disconnect your supply if payment is not made within the next 7 days (7 days notice letter will be sent) and you may lose the favourable prices quoted if monies outstanding remains unpaid. (see Clause 7.5)
- 8.6 A reconnection Fee applies (chargeable dependant on Operational costs) which would be notified to you prior to the reconnection.

9 Standing Charge

Annual Standing Charge is made for the Tank & Equipment as noted on the Schedule and is payable in full and in advance. The first payment is to be made on the date of this Agreement and is subject to VAT at the current rate.

10 Termination

- 10.1 The Company may without prejudice to any other right in respect of breach of the Customer's Obligations terminate this Agreement, forthwith if;
- (i) The Customer commits a serious breach of the Agreement
 - (ii) A distress warrant is levied or threatened against the goods or premises of the Customer; or
 - (iii) The Customer ceases to occupy the premises where the Tank is installed
 - (iv) On the ending of this Agreement for whatever reason the Company shall be at liberty to enter upon the Customer's premises and to dismantle and take away the Tank (whether containing gas or not) and equipment as stated on the schedule as the Company may desire and the Customer will allow the Company every facility for the purpose. Any cost and expense incurred with regard to excavation, infill and backfill of any underground equipment shall be the responsibility of the Customer; unless the Customer is changing to another LPG supplier in which case the ownership of the Tank will transfer to the incoming supplier.
 - (v) The Customer shall pay to the Company the cost and expense of removing the Tank /Equipment, or for the cost of the transfer of ownership of the Tank if the Agreement is terminated before the contract expires. The uplift / transfer charge to the Customer will be informed dependant on location/tank size/ or whether above or below Tank (cost will be advised at the time) The Customer will be responsible for making good the hole once an underground tank has been removed.
 - (vi) A new Customer has a 14 day cooling off period from the date this Agreement was signed in which to change their mind, there after this Agreement will be effective until its exclusivity period ends.
 - (vii) A termination notice or uplift of the Tank must be sent in writing to Equalresponse Limited. | Trafford Road, Eccles, Manchester M30 0JX thebulkteam@extragas.co.uk Tel: 0161 789 0000

11 Assignment and Notice of Vacating

- 11.1 The Customer must give at least 90 days notice in writing to the Company where the Customer intends to vacate the Customer's premises or assign to another business.

12. Data Protection and Use of Personal Information

Information that we may acquire about you to identify you during any communication between us may be used by us, our employees and agents, to assist in detecting fraud or loss, including credit checks to assist in the administration of accounts or services provided by us.

13. General

- 13.1 If you breach the Agreement, are negligent in any way and/or commit any breach of statutory duty, we have the right to claim damage for our losses from you.
- 13.2 We shall not be liable to you for any delay in the performance of the Agreement to the extent that such delay is due to any events outside our control including but not limited to; Acts of God, war, flood, fire, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events, labour disputes, strikes and lock-outs which are outside of its reasonable controls (Force Majeure Events)
- 13.3 We recommend the Customer informs their Insurance company of the LPG Storage vessel on their premises
- 13.4 We may assign all or any of our rights and obligations under this Agreement to another person at any time. Any new supplier will acquire the rights and assume the obligations as it had been the original party to this Agreement with you. We will be released from all our obligations under this Agreement and from then on your dealing will be with the new supplier.
- 13.5 The ending of this Agreement for whatever reason will not affect any rights or obligations of us both which arise before the Agreement ends.
- 13.6 This Agreement is governed by and interpreted in accordance with laws of England and Wales