

**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 here under:

### **2. Term of Agreement**

- 2.1 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.
- 2.2 Shall continue for a minimum period of two 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) )
- 2.3 This agreement shall continue at the end of the 2 year period until either party serves written notice to end this Agreement in accordance with these terms and conditions, prices quoted on the schedule after this period shall switch to the variable tariff (as displayed in your online account area)

### **3. Definitions**

- 3.1 'Gas' means any Liquid Petroleum Gas supplied by The Company to the Customer under this Agreement
- 3.2 'Tank' means the gas storage vessel(s) the property of the Company placed or to be placed at the 'Sites' address
- 3.2 'Equipment' means the equipment belonging to the Company which is made available to the Customer under this agreement (any Equipment not covered in this Agreement will be noted on the Schedule)
- 3.3 'Customers Premises' means the premises specified in the Agreement hereto.
- 3.4 'Site' means such part or parts of the Metered Estate's premises as is/are required for the siting/positioning and servicing of the Tank and Equipment.

### **4. Ownership and Responsibility for the Tank , Regulator/s, Pipework and Meters**

- 4.1 We shall carry out the mandatory tank testing for the duration of the Agreement
- 4.2 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 unless purchased by a new supplier in accordance with the Order;
- 4.3 The meter, pipework and Regulator/s at the site remains the property and responsibility of the Company at all times;(any Equipment not covered in this Agreement will be noted on the Schedule)
- 4.4 All pipework, fittings and appliances after the Emergency Control are your property and the responsibility to maintain/and or replace;
- 4.5 The customer shall use the Equipment and Tank only for the storage and use of Gas supplied by the Company.

### **5.0 Site**

**You undertake for the duration of this Agreement:**

- 5.1 not to sell, transfer, charge, damage, pledge or otherwise dispose of or deal with the Tank;  
to keep the Tank, Meter, Pipework and LPG at the Site safe and free from damage; (any Equipment not covered in this Agreement will be noted on the Schedule)
- 5.2 to obtain all consents necessary from time to time for supply, storage and use of LPG at the Site
- 5.3 to provide and allow at all times safe and suitable access to the Site and Tank for us our agents to inspect, maintain, install, replace or remove, the Tank and deliver LPG
- 5.4 not to move, damage, interfere with the Tank, Meter, Pipework and meters or markings thereon without prior written consent

- 5.5 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;
- 5.6 not to interfere with or construct any building over the Pipework or Emergency Control Valve without prior written consent;
- 5.7 to keep the tanks clear of all objects which may be a source of ignition or flammable;
- 5.8 to notify us immediately if the Tank, Pipework, Meters and/or Site requires maintenance, repair or otherwise;  
(any Equipment not covered in this Agreement will be noted on the Schedule)
- 5.9 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
- 5.10 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.

### **6.0 Supply of LPG, Pricing and Meter Readings**

- 6.1 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.
- 6.2 The Company does not warrant to maintain supplies of LPG
- 6.3 We shall not be required to deliver LPG where the site has 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
- 6.4 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
- 6.5 The prices quoted on the Supply Agreement may be subject to change if Clause 7.7 is not adhered too, losing its protection of the fixed price tariff.
- 6.6 Company Meter Readings are read Quarterly (end of March/June/September and December) and invoiced accordingly for the usage from the start and end readings noted for the specific meter.
- 6.7 Customer's own Meter Readings, can be submitted at any time by accessing the Account using the unique Customer Account Reference, and will be invoiced accordingly using the data provided
- 6.8 Meters show the amount of
  - (a) cubic meters ( M<sup>3</sup>) of vapour used. The Industry conversion table used to convert vapour M<sup>3</sup> to liquid litres; multiply by 3.85.
  - (b) cubic feet (ft<sup>3</sup>) of vapour used. The Industry conversion table used to convert vapour ft<sup>3</sup>; multiply by 0.109

### **7 Payment**

- 7.1 The customer shall pay any and all sums due and on the dates set out in the supply agreement
- 7.2 If no Direct Debit or Standing Order set up for payment, any monies owing for the LPG invoiced, must be paid by you within 14 days from the date of delivery. Payment can be made by cash, Debit card, and Credit card, BACS or Online.
- 7.3 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.
- 7.4 We continually review monthly Standing Order and Direct Debit accounts to ensure that the Account does not fall into arrears. In addition to the provisions of clause 7.5 if a Direct Debit or Standing Order fails, or is likely to fall into arrears. In any event the balance of your first invoice is to be paid in full on the due date
- 7.5 Returned Direct Debits will be resubmitted on the next available Bank 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.
- 7.6 In the event of 3 returned Direct Debits, this payment facility will be terminated and all monies due for immediate payment. We may: 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

- 7.7 If payment is not made within 28 days of its due date 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 6.4)
- 7.8 A reconnection Fee applies (chargeable dependant on Operational  
costs) which would be notified to you prior to the reconnection.

## 8 Standing Charge

A Standing Charge is made for the Meter; which is the sum per annum  
stated in 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.

## 9 Termination

- 9.1 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 Metered  
Gas Supply 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),  
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 transfer (SNI) or uplift of the Tank must be  
sent in writing to Equalresponse Limited, 1 Trafford Road, Eccles,  
Manchester. M30 0JX bulk@extragas.co.uk Tel: 0161 789 0000

## 10. Assignment and Notice of Vacating

- 10.1 The Customer must give at least one months notice in  
writing to the Company where the Customer intends to vacate the  
Customer's premises.
- 10.2 If the owner of the property rents out their property during  
the time of this Schedule, the owner must immediately inform  
Equalresponse Limited of the Tenants full details. This Agreement is  
assignable only with the prior written consent of the Company.
- 10.3 If a Tenant has a delivery under the Landlords agreement without prior  
consent (see 10.2) and leave owing monies The Landlord shall become  
liable for any outstanding debts for the address of the Tank to  
Equalresponse Limited.
- 10.4 The Customer must inform the Company in writing when leaving the  
premises or online with the Final Meter Reading, to enable an invoice to  
clear the Account, and Start Meter Reading for the next Occupier of the  
property.

## 11 Switching Supplier

- 11.1 Under the Competition Committee Order; it was made easier for  
Customers to switch suppliers. Under the Order you can choose  
to move to another supplier then it can offer to purchase the Tank from  
us following which they will take over responsibility for the LPG supply  
and maintenance.
- 11.2 If they choose not to purchase the Tank then they will need to supply  
their own Tank and we will remove your existing Tank in accordance with  
the clause 4.2
- 11.3 We are committed to acting in compliance with the order and we  
shall take such steps as required to assist you should you want to  
transfer your services to another supplier; you are entitled to do  
so giving us notice in writing of termination in accordance with clause  
9.0(vii)

## 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

- a. 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.
- b. 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)
- c. We recommend the Customer informs their Insurance company of the  
LPG Storage vessel on their premises
- d. 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.
- e. The ending of this Agreement for whatever reason will not affect any  
rights or obligations of us both which arise before the Agreement ends.
- f. Any amendment or addition to these Terms and Conditions will be  
covered in an Addendum by the Company
- g. This Agreement is governed by and interpreted in accordance with laws  
of England and Wales