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HOLIDAY PARKS



DOMESTIC



COMMERCIAL



LEISURE

CAMBRIAN GAS LIMITED - Terms and Conditions

1 Definitions

In this Agreement the following terms shall have the following meanings:

"the Company" means Cambrian Gas Limited of Deva Industrial Park, Factory Road, Sandycroft, Deeside CH5 2QJ, company number 2434863.

"the Customer" means the person who accepts a quotation from the Company for the sale of the Goods or whose order for Goods is accepted by the Company.

"the Goods" means the goods the Company is to supply in accordance with these Terms and Conditions.

"Conditions" means the terms and conditions of sale set out in this Agreement and any special terms and conditions set out in writing by the Company.

"Gas" means the liquefied petroleum gas (either propane or butane) supplied by the Company.

"the Cylinders" shall mean any type of liquefied petroleum gas container designed or intended by the Company to be used to hold gas and shall include every part thereof and every replacement by the Company.

"Premises" means the premises of the Customer at which the Gas Cylinders are located.

"Regulations" means all rules, regulations, legislation, Codes of Practice and requirements issued by the Government, any County or Local Authority or other regulatory body and in force from time to time.

2 Supply

2.1 During the two year term of this agreement The Customer agrees to purchase all the Customer's requirements for propane gas exclusively from Cambrian Gas Limited and Cambrian Gas Limited agrees to supply propane gas to the Customer.

2.2 The Cylinders remain the property of the Company at all times and may only be filled by the Company. Cylinders must not be sold, hired, assigned, transferred, mortgaged, lent or abandoned, nor must they be damaged, defaced in any way, decanted, filled, tampered with, or used for any purpose other than as a container for gas supplied by the Company. The Customer will retain absolute possession and control of every cylinder in his charge (which expression includes every part thereof and replacement by the Company), will not hold himself out as the owner or hirer thereof, and will not part with the Cylinders except in accordance with this Agreement. The Customer will not create any bailment or agency in relation to the Cylinders or this Agreement.

2.3 Should the Customer not meet the minimum usage requirement of 460KG of product per annum, the Company reserves the right to withdraw any price discount applied for the remainder of the Agreement.

2.4 This agreement applies exclusively to 46KG propane cylinders. The quantity of Cylinders loaned will be at the Company's discretion.

3 Payment and Price

3.1 Payment can be made upon ordering or at time of delivery.

3.2 All Direct Debit payments will be taken on the 15th of the month following delivery or nearest working day.

3.3 The Price will be reviewed 1st October annually, whereby a new price may be issued for the following year.

4 The Customer's Obligations

4.1 The Customer agrees:

4.1.1 to act at all times in a safe and proper manner when dealing with the Gas or the Cylinders;

4.2 To comply with the Regulations relating to the storage of liquefied petroleum gas;

4.3 The Customer agrees not to do or permit to be done any of the following:

4.3.1 remove or interfere in any manner with the Company's marker which appears on the Cylinders;

4.3.2 transfer the Gas from the Cylinders to any other container, or adulterate the Gas in any way;

4.4 The Customer agrees not to permit the removal of the Cylinders by any party other than the Company. For any Cylinder losses the Company shall be entitled to charge the Customer the full amount of the then current replacement cost for that size of Cylinder.

4.5 The Customer will at all times permit any dealer or representatives of the Company to inspect or test and to remove the Cylinders together with any Gas there in if in the opinion of the Company they are not safe or in good condition and upon termination of this Agreement for whatever reason, to remove the Cylinders then in the possession of the Customer. The Customer irrevocably authorises such dealer or representative of the Company to enter upon his property for such purposes. Nothing in this Agreement shall be construed as imposing upon the Company an obligation to maintain in good condition any cylinders in the Customer's possession.

4.6 The Customer must give notice in writing to the Company not less than 7 days before the Customer removes any Cylinders from the Customers address and will in such case give the full address to which any Cylinder is to be transferred.

4.7 Customer will be liable to pay for any unreasonable damage or defacement to which a Cylinder is subjected while in his charge. In the event of a Customer damaging a Cylinder beyond repair the Company shall be entitled to charge the Customer the full amount of the then current replacement cost for that size of the Cylinders.

4.8 The Customer must advise the Company should they move from the Premises.

5 Delivery and Access

5.1 The Company shall endeavour to deliver the Cylinders in accordance with the Customer's reasonable requirements.

5.2 The Customer shall make all arrangements to take delivery of the Cylinders whenever they are tendered for delivery.

5.3 The Customer shall ensure that there is appropriate access to the Premises for inspection and delivery by the Company, its employees and representatives and that in particular all access points are reasonably wide and situated on firm ground. Roads, gateways, driveways, manholes etc. should be of suitable construction to accommodate delivery vehicles. The Company reserves the right to refuse delivery if the Company, its employees or representatives deem that access is not appropriate or reasonable.

5.4 Should the Customer not be present at delivery to ensure that the quantity of Cylinders delivered is in accordance with the Company's delivery, the delivery note shall be deemed to be correct.

5.5 If the Company is unable to deliver due to a breach by the Customer of clauses 5.2 or 5.3, the Company may charge the Customer a delivery charge.

6 Retention of Title

6.1 The Gas shall be at the Customer's risk as from delivery.

6.2 Notwithstanding the earlier passing of risk, title in the Gas shall remain with the Company and shall not pass to the Customer until the amount due under clause 7 has been paid in full.

6.3 Until title passes the Customer shall hold the Gas as bailee for the Company and shall store it in the Gas Cylinders so that it can at all times be identified as the property of the Company.

6.4 The Company may at any time before title passes and without any liability to the Customer:

6.4.1 repossess and use or sell all or any of the Gas and by doing so terminate the Customer's right to use, sell or otherwise deal in it;

6.4.2 for that purpose (or determining what if any Gas is held by the Customer and inspecting it) enter the Premises.

6.4.3 The Company may maintain an action for the price of any Gas notwithstanding that title in it has not passed to the Customer.

7 Termination

7.1 The Agreement may be terminated forthwith by the Company if the Customer;

7.1.1 commits an act of bankruptcy;

7.1.2 being a limited company goes into receivership, administration, or liquidation other than a voluntary liquidation for the purpose of reconstruction;

7.1.3 fails to observe any of the terms and conditions contained herein.

7.2 Any deposits paid by the Customer to the Company, will be refunded on production of the Cylinders and original receipt.

The Agreement is governed and construed in accordance with English Law.

Head Office: Cambrian Gas Limited, Deva Industrial Park, Factory Road, Sandycroft, Deeside CH5 2QJ

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