

## FLOGAS BRITAIN LIMITED (“we/us/our”) TERMS AND CONDITIONS FOR SUPPLY OF CONSUMER BULK LPG

### 1 INTERPRETATION

- 1.1 In this Agreement the following words have the following meanings: **“Agreement”** means these Conditions, the Technical and Safety Instructions and the specific terms agreed with us as stated pages 1 and 2 of the Supply Agreement; **“Commencement Date”** means either: (1) where there is a Tank to be transferred to us, the date agreed for the Tank to be transferred to us; or (2) if no Tank is being transferred to us, the date of our first supply of LPG to you, whichever is the earlier; **“Conditions”** means these terms and conditions; **“Exclusivity Period”** means the initial period of up to two (2) years from the Commencement Date; **“New Installation”** means where You have not switched to us from another supplier of LPG and where the Installation is provided by Us after you entered into this Contract with us; **“Technical and Safety Instructions”** means any instructions, recommendations, and/or technical and safety notes we provide to you with regard to the installation and maintenance of the Tank; **“Installation”** means the Tank and the Pipes installed at the Site; **“LPG”** means the liquefied petroleum gas supplied and/or sold to you by us; **“Order”** means the Domestic Bulk Liquefied Petroleum Gas Market Investigation Order dated 13th October 2008; **“Pipes”** means the pipes, valves & regulators including the emergency control valve which form part of the overall gas supply located between the Tank and the building(s); **“Services”** means the services to be performed by us for you in respect of the Tank and Pipes including without limitation any surveys or site visits conducted, delivery, unloading, installation, inspection, repair, maintenance, improvement, up-grading, draining and/or removal; **“Site”** means the land upon which the Installation is situated or is to be situated as specified in the Supply Agreement; **“Supply Agreement”** means the document overleaf, which is signed by both parties and contains the specific terms of this Agreement; **“Supply Agreement Date”** means the date on which we accept your Agreement including your signed Supply Agreement; **“Tank”** means the LPG storage container(s) supplied and installed by us; **“Tank Uplift Fees”** means, our costs for uplift of the Tank which are due upon invoice, which are either (1) £550 plus VAT for removal of an above ground Tank and £1520 plus VAT for removal of a below ground Tank; or (2) any fees notified to you pursuant to the discussions referred to in Conditions 5.2.3 or 11.8.2, plus any increase made to the Tank Uplift Fee in accordance with Condition 8.6. **“Year”** means each twelve month period from the Commencement Date and each subsequent consecutive period of twelve months during the period of this Agreement.
- 1.2 The provisions of the Order are incorporated into this Contract and in the event of any inconsistency between the Order and this Contract, the provisions of the Order shall prevail.
- ### 2 BASIS OF AGREEMENT
- 2.1 This Agreement supersedes all previous written agreements between you and us in respect of the Site.
- 2.2 Subject to the terms of the Order, the terms set out in this Agreement contain the specific terms you have agreed with us for the provision of the LPG to you. Therefore, if you require any changes to these terms, those changes must be confirmed in writing to avoid any confusion.
- 2.3 Subject to the terms of the Order and except where Condition 13.5 applies, you agree that for the duration of this Agreement:
- 2.3.1 you will not purchase any liquefied petroleum gas for delivery to the Site from any other person without our prior written consent; and
- 2.3.2 you will only permit LPG purchased from us to be stored in the Tank; and
- 2.3.3 you will only 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 our prior written consent.
- 2.4 The Pipes installed at the Site remain your property and responsibility at all times.
- 2.5 Where there is a Tank to be transferred to us, you warrant that the siting of the Tank complies with either
- 2.5.1 UKLPG Code of Practice 1 – Part 1 if the Tank is an above ground tank; or
- 2.5.2 UKLPG Code of Practice 1 – Part 4 if the Tank is an underground tank
- 2.6 The Technical and Safety Instructions contain important health and safety information regarding the installation and ongoing use of your

Tank and you must read (and act in accordance with) the information provided, in particular the necessity for you to obtain planning permission and other consents, prior to us installing the Tank at the Site. Please note that we want our customers to be safe and so we may, from time to time, update the Technical and Safety Instructions to reflect current best practice. The latest version of the Technical and Safety Instructions are always available at our website ([www.flogas.co.uk](http://www.flogas.co.uk)) and if we introduce any material changes to the Technical and Safety Instructions then we will highlight those changes to you in writing (which may include, specifying the relevant changes on your delivery ticket or invoice) or issue you with an updated copy of the Technical and Safety Instructions as appropriate.

- 2.7 We will act reasonably towards you throughout the period of this Agreement, in particular where we have any rights against you or in respect of any potential charges or costs that we may be entitled to recover from you. We will always provide you with an explanation of how costs and charges may be incurred in advance of you incurring those costs. Where there is a genuine dispute we will engage with you following the spirit of our customer charter (a copy of which can always be found on our website [www.flogas.co.uk](http://www.flogas.co.uk)).

### 3 FORMATION AND DURATION OF AGREEMENT

- 3.1 This Agreement shall be formed between you and us on the Supply Agreement Date and the supply of LPG to you shall commence on the Commencement Date. Please note however that if you have entered into this agreement as a result of moving into or becoming responsible for the Site, you will be responsible for Standing Charges from the date you moved in to or became responsible for the Site.
- 3.2 Subject to cancellation of this Agreement in accordance with Condition 4 below or early termination in accordance with Conditions 6.3 (where we have to supply you by alternative means for more than two months), 8.4 (where you terminate this contract in the event that your price of gas increases above the cap set in Condition 8.4), 10 (your right to switch suppliers at the end of the Exclusivity Period) or 11 of this Agreement, this Agreement shall run for an initial period of two (2) years from the Supply Agreement Date (the **“Exclusivity Period”**). Following the end of the Exclusivity Period, this Agreement shall continue unless or until it is terminated by either party under the terms of this Agreement.

### 4 CANCELLATION

- 4.1 You have the right to cancel this Agreement either prior to the Commencement Date or within the 14 day period beginning on the Supply Agreement Date, whichever is later (the **“Cancellation Period”**).
- 4.2 To cancel, you must tell us that you want to cancel within the Cancellation Period, either by writing to us at 81 Rayns Way, Watermead Business Park, Syston, Leicester, LE7 1PF, by email to [customerservices@flogas.co.uk](mailto:customerservices@flogas.co.uk) or by fax to 0116 264 9014. To meet the cancellation deadline, it is sufficient for you to send us your cancellation notice before the Cancellation Period has expired.
- 4.3 If you cancel this Agreement within the Cancellation Period, we will reimburse all payments received from you, other than payments for those services set out in Condition 5.2 below. Where we are entitled to charge you for the services set out in Condition 5.2 below, we may deduct this amount from the reimbursement due to you or ask you to pay such amount to us separately.
- 4.4 We will make the reimbursement referred to in Condition 4.3 above without undue delay and not later than 14 days after the day on which you notified us of your cancellation. Where we give you a reimbursement in accordance with Condition 4.3 above, we will use the same method of payment originally used by you to pay for the Services (unless you agree otherwise); and you will not incur any fees to us as a result of such reimbursement.

### 5 EARLY COMMENCEMENT OF SERVICES

- 5.1 We will not commence any Services during the Cancellation Period unless you expressly ask us to do so. You can make this request either by telephone or in writing (see Condition 14 for our contact details) and we will confirm any such requests in writing to you explaining in detail all of the costs that you might incur as a result.
- 5.2 If you ask us to commence Services during the Cancellation Period and you subsequently want to cancel this Agreement during the Cancellation Period, you acknowledge that we will be entitled to charge you for the Services provided up to the time of cancellation.

Our charges for these Services will be based on the prices set out in the Supply Agreement for the relevant element of the Services performed but will include (without limit) the following (where applicable):

- 5.2.1 any charges agreed for any surveys we have carried out;
- 5.2.2 if we have installed a Tank, any installation charges;
- 5.2.3 if we have installed a Tank at the Site, and you are not switching to another supplier by Tank transfer or a new installation, you must pay us the Tank Uplift Fees. In these cases, we will either collect the Tank (and you must make it available to us for collection) upon reasonable notice or if we determine (acting reasonably) that the Tank is not suitable for removal and that a commercially acceptable alternative exists, we will discuss this with you and inform you of the costs applicable to any such alternative solution; and
- 5.2.4 any LPG that you have used.

## **6 DELIVERY AND CONSUMPTION OF LPG**

- 6.1 We shall not be required to deliver LPG to you where access to a Tank has changed so that, in our reasonable opinion, it is no longer sufficient and/or safe to do so.
- 6.2 If, in our reasonable opinion, we are prevented from delivering LPG for any reason, we may at our option supply LPG to you by an alternative means or cancel this Agreement by giving you forty-two (42) days' written notice.
- 6.3 If, pursuant to Condition 6.2 we deliver LPG by an alternative means for more than two (2) months, you may cancel this Agreement upon giving us forty-two (42) days' written notice.
- 6.4 Subject to the terms of the Order and except where this Agreement is terminated in accordance with Condition 4, if this Agreement is cancelled by either of us you shall pay us the cost of all LPG used by you up to the date of removal of the Tank from the Site.
- 6.5 Delivery charges may apply to all orders including orders automatically made under Auto Ordering, in accordance with the delivery rates applicable at the time of order. We will notify you in advance of delivery charges applicable to any orders made by you and any increase to these charges (provided always that such increases shall in any event be no greater than 50% of the last Delivery Charge charged to you).
- 6.6 All LPG delivered under this Agreement shall be measured by us at the time of delivery through a calibrated meter and the amount measured by the meter shall be recorded on the delivery note. Whether or not you are present at the time of delivery and/or sign the delivery note, the amount of LPG delivered shall be deemed to be the amount recorded in the delivery note unless the delivery note contains an obvious and material error in respect of the quantity of LPG delivered. In such cases of obvious and material error, you must notify us in writing and we will investigate the matter.
- 6.7 You can choose to opt out of 'regular Auto Ordering' by ticking the relevant section overleaf. We will notify you in advance of any additional costs that might be payable in respect of this service. You may cancel 'regular Auto Ordering' by giving five working days' notice to us. Please note however that if you do cancel 'regular Auto Ordering' you will still be responsible for any LPG delivered to you until your cancellation request is processed by us.
- 6.8 In this Agreement, dates for delivery and/or performance are estimates only and are not guaranteed. We shall not be liable for any delay caused by events outside of our reasonable control.
- 6.9 Auto Ordering do not require a signed proof of delivery unless specifically detailed in the Supply Agreement on the Supply Agreement Date.
- 6.10 For New Installations you are required to place an order for LPG within 3 months of installation of the Tank in order to ensure compliance with technical and safety requirements. If you fail to do so, we may terminate this Agreement upon 42 written days notice to you and you acknowledge that we may charge you any of the fees listed in Condition 5.2.

## **7 PAYMENT**

- 7.1 You shall pay any and all sums due to us on the dates set out in the Supply Agreement or these Conditions.
- 7.2 If we have not requested payment in advance of delivery, you shall pay any monies owing for LPG fourteen (14) days from delivery by direct debit or other method as agreed in the Supply Agreement.
- 7.3 Subject to Condition 7.7, you shall make all payments due to us on time and in accordance with this Agreement. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
- 7.4 We reserve the right to ask for payment in advance.
- 7.5 All charges and invoice amounts will be subject to the appropriate rate of VAT and all other duties, levies, taxes or charges that are now or may become applicable to the supply of LPG and the Services from time to time and the total amount shown to be due on each invoice will be inclusive of these charges.

- 7.6 If you fail to pay any amount to us when such payment is due, we may charge you interest (both before and after judgment) on the amount unpaid at 4% above the base rate from time to time of the Bank of England per annum and also recover from you any reasonable administrative and legal costs incurred by us in recovering overdue amounts from you.
- 7.7 We acknowledge that you have a right to withhold monies from us where you have a genuine dispute against us in relation to the LPG and/or Services and we will not charge interest in respect of overdue payments in genuine dispute.
- 7.8 If, in order to supply LPG to you, we are required to install the Tank or any Pipes at the Site and we are not able to carry out such installation as a result of any action or inaction on your part, we may levy an aborted installation charge to cover the costs incurred by us as a result of that action or inaction.

## **8 INCREASES IN CHARGES**

- 8.1 Please note that there is a daily standing charge which applies in respect of the costs we incur from having in place the infrastructure necessary to provide ongoing support and assistance to you in relation to any issues which may arise in relation to Tank maintenance during the term of this Agreement. This standing charge is set out as the Standing Charge in the contract details section of this Supply Agreement ('Standing Charge'). Please further note that the Standing Charge may increase if our costs in relation to providing support services increases (provided always that such increases shall in any event be no greater than 50% of the then current Standing Charge).
- 8.2 The price that you will have to pay for the Supply of LPG at the Commencement Date will be set out in the Pricing section of the Supply Agreement.
- 8.3 We will always work hard to keep our prices down but prices in the LPG market naturally change over time. This means that every so often we will have to introduce changes to your price. We will always attempt to let you know in writing (or any other form of communication we agree to adopt with you), 14 days before any alteration in price.
- 8.4 We will apply a cap of 20 pence per litre (excluding VAT – as the VAT rate may be varied by the government) on our price increase in any twelve month period. If our price increases more than 20 pence per litre (excluding VAT) in any twelve month period then you will be entitled to terminate this Supply Agreement by giving us 42 days' written notice ('Termination Notice') – this Termination Notice has to be given to us by you within 14 days of when we have told you about the price increase.
- 8.5 In the event that you exercise your right to terminate and provide us with the Termination Notice in accordance with Condition 8.4 above, we will not charge you the increased price for LPG during the notice period; you will carry on paying the price you were previously paying until your notice period expires. Please also note that on expiry of the notice period of this Termination Notice, the Tank Uplift Fees will still be payable unless you decide to switch to an alternative LPG supplier.
- 8.6 Please note that the Tank Uplift Fees may increase if our costs in relation to disconnection, removing any remaining LPG, disposal, making safe, uplift and transport of the Tank increases (provided always that such increases shall in any event be no greater than any equivalent increase in the retail prices index during the relevant period since the last increase to the Tank Uplift Fees – for more information on the retail prices index see <https://www.ons.gov.uk/economy/inflationandpriceindices>).

## **9 RISK, TITLE AND INSURANCE**

- 9.1 You will be liable for any damage to people or property as a result of the operation of the Installation at the Site and the storage of LPG in the Tank. Subject to Condition 10, we will only remain liable for breaching our obligations under this Agreement or for our negligent acts and omissions in providing the Services and in delivering LPG to you.
- 9.2 You will be responsible for the safekeeping of the Installation. You must always refer to the Technical and Safety Instructions or contact us for the safekeeping and maintenance of the Installation and Site.
- 9.3 You must at all times respect our ownership of the Tank supplied under this Agreement which at all times will remain our property irrespective of whether ownership of the Site has been transferred. In particular, You must not lift, move, transport or otherwise interfere with the Tank. Should you fail to comply with this condition, We reserve the right to charge You the full cost of reinstating or replacing the Tank.
- 9.4 We shall retain title and ownership of the LPG in the Tank until we have received payment in full in cash or cleared funds of all sums due and/or owing for all LPG and/or Services supplied to you under this Agreement.
- 9.5 You will compensate us fully for any claims brought against us in respect of reinstatement of the Site upon removal of the Tank to the condition the Site was in before the Tank was installed.

## 10 SWITCHING SUPPLIER

- 10.1 The Competition Commission made the Order with the intention of making it easier for customers to switch suppliers. Under the Order, if you choose to move to another supplier then it can offer to purchase the Tank from us following which they will take over responsibility for LPG supply and maintenance. If they choose not to purchase the Tank then they will need to supply their own and we will remove your existing Tank in accordance with Condition 11.8 (without any charge to you assuming that the Tank is one which we own).
- 10.2 We are committed to acting in compliance with the Order and where you give us notice in writing of termination in accordance with Condition 4 or this Condition 10, we will take such steps as are required to assist you should you want to move to another supplier of LPG.
- 10.3 Please refer to the Technical and Safety Instructions in relation to alternative providers of liquefied petroleum gas (details may also be found at [www.uklpg.org](http://www.uklpg.org), the website of the LPG trade association) together with details of the procedures, dates and requirements for the transfer of ownership of (and responsibility for) the Tank to a new supplier.
- 10.4 Under the terms of the Order we are obligated (save where we have terminated this Agreement due to a serious breach by you) to continue to supply you with LPG and ensure you are not left without any LPG and, therefore please note you will continue to be responsible for payment of all LPG which we have supplied in accordance with the terms of this Agreement, even if you terminate this Agreement.

## 11 DEFAULT AND TERMINATION

- 11.1 At the end of this Agreement (for whatever reason) you must pay to us, in accordance with the payment terms set out in Condition 7, all monies which are properly due and payable to us, whether under this Agreement or otherwise (subject always to the provisions of Condition 7.7 where there is a genuine dispute between us).

### Termination by us for convenience

- 11.2 We may terminate this Agreement at any time by giving you not less than forty-two (42) days' prior notice in writing.

### Termination by us for your default

- 11.3 Without prejudice to any other rights or remedies which we may have, we may terminate this Agreement without liability to you immediately on giving notice if you:
- 11.3.1 fail to make any payment to us when due, without prejudice to your obligation to pay any outstanding sums. In such cases, we will always write to you detailing the payments due to us and if you then fail to make the required payments within thirty (30) days of the date of that notice, we may terminate this Agreement without liability to you immediately on giving notice;
- 11.3.2 commit a material breach of any of the terms of this Agreement and, where the breach is capable of remedy and you have not remedied the breach within thirty days of receiving notice requiring the breach to be remedied;
- 11.3.3 provide materially inaccurate or misleading facts or information in connection with this Agreement;
- 11.3.4 pledge or charge the Tank and Fittings and/or any LPG owned by us;
- 11.3.5 appear to be, in our reason opinion, financially inadequate to meet your obligations under this Agreement; and/or
- 11.3.6 are about to (or we reasonably believe that you are about to) do any of the above actions or omissions or suffer any of the above events.
- 11.4 As noted in Condition 2.6, it is important (both for your safety and the safety of our staff) that you comply with the information set out in the Technical and Safety Instructions. If you fail to act in accordance with the Technical and Safety Instructions and we (acting reasonably) believe that such failures represent a health and safety hazard then we may suspend further deliveries of LPG unless or until the relevant issues have been resolved to our reasonable satisfaction.

### Termination by you on or after expiration of the Exclusivity Period

- 11.5 You may terminate this Agreement by giving us not less than forty-two (42) days' prior notice in writing to expire no sooner than the end of the Exclusivity Period.

### Termination by you at any time

- 11.6 Under Condition 8.4, if our price increases more than 20 pence per litre (excluding VAT) in any twelve month period.
- 11.7 If we commit a material breach of this Agreement which we fail to remedy within thirty (30) days of being notified of such breach, or which is incapable of remedy, then you shall be entitled to terminate this Agreement by giving us notice in writing (with either immediate effect or with up to forty-two (42) days' notice, at your discretion). If you terminate this Agreement under this Condition with immediate effect (or during the forty-two (42) day notice period, as appropriate) then we will use our best efforts to arrange an ongoing supply of LPG to you under the terms of this Agreement for a period of forty-two (42) days or (if sooner) a new supplier takes over your supply.

## Collection of the Tank

- 11.8 Upon termination of this Agreement for any reason and:

- 11.8.1 unless we have agreed to transfer the Tank to a new supplier upon the terms of the Order, we may collect the Tank (and you must make it available to us) upon reasonable notice, regardless of whether there is any LPG remaining in the Tank or not. You will provide safe access for Flogas appointed engineers and a crane vehicle with a 7m reach to remove the Tank and if applicable, ensure that any person who takes over occupation of the Site from you provides such access to us, our appointed engineers and a crane vehicle with a 7m reach; and
- 11.8.2 unless termination is as a result of: (i) switching supplier either by tank transfer or a new installation; (ii) you terminating this Agreement for our material breach under Condition 11.7; or (iii) you cancelling this agreement within the Cancellation Period (subject to any fees payable under Condition 5.2), the Tank Uplift Fees will apply. Provided that if (acting reasonably) we determine that the Tank is not suitable for removal and that a commercially acceptable alternative exists, we will discuss this with you and inform you of the costs applicable to any such alternative solution.

Please note that this Condition 11.8 shall survive termination of this Agreement.

- 11.9 Except where you cancel this Agreement in accordance with Condition 4, if your Tank contains LPG which is in a saleable condition at the time we collect it then we will buy back this LPG from you for a sum determined by reference to the volume of LPG in your Tank applying fifty per cent (50%) discount from our then current price per litre. The sums due to you in respect of such remaining LPG shall be applied in the first instance against the charges due to us (including any charges in respect of the lifting of the Tank) with any balance being paid directly to you within thirty days of the Tank being collected by us.

- 11.10 Where we collect the Tank pursuant to Condition 11.8:

- 11.10.1 if the Tank is above-ground:

- 11.10.1.1 we will only be responsible for removal of the Tank and capping Pipes;

- 11.10.1.2 additional costs may apply if you require removal of the Pipes and associated regulator or if site conditions are such that our standard uplift equipment or operations are not capable of safely removing the Tank, and we will advise of these costs in advance where relevant.

- 11.10.2 if the Tank is below-ground:

- 11.10.2.1 You are responsible for excavating the area around the Tank in order that we are able to access the Tank;

- 11.10.2.2 we will only be responsible for removal of the Tank and capping Pipes;

- 11.10.2.3 additional costs may apply if you require removal of the Pipes and associated regulator or if site conditions are such that our standard uplift equipment or operations are not capable of safely removing the Tank, and we will advise of these costs in advance where relevant.

- 11.10.3 in accordance with Condition 12.1.7 we will not be responsible for any damage to your property, assets or possessions unless that damage is caused by our negligence.

## 12 LIMITATIONS OF LIABILITY (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION)

- 12.1 We shall have no liability:

- 12.1.1 for defects in the Tank and Fittings and/or Services to the extent the defect has been caused or contributed to by you. This includes you failing to follow the Technical and Safety Instructions and/or our reasonable instructions;

- 12.1.2 unless you give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs and/or expenses in remedying the matter itself;

- 12.1.3 for the Pipes (except to the extent that the Pipes are damaged as a result of our negligence);

- 12.1.4 to reinstate the Site upon removal of the Tank to the condition the Site was in before the Tank was installed;

- 12.1.5 for any damage or disturbance to the Site caused by removal of the Tank or the costs of restoring the Site following such removal, except to the extent that this results from our negligence.

- 12.1.6 for any damage which occurs as a result of persons performing the Services following your instructions, guidance and/or advice, except to the extent that such damage results from our negligence;

- 12.1.7 for any damage to your property, assets or possessions unless that damage is caused by our negligence;



- 12.1.8 for any failure to deliver LPG if you fail to provide sufficient, safe and suitable vehicular access to the Tank for our tankers;
- 12.1.9 for damage, loss, liability, claims, costs or expenses solely caused or contributed to by your continued use of a defective Tank and/or Fittings and/or Services after a defect has become reasonably apparent to you or reasonably suspected by you or should have been suspected by you, except to the extent that any defect was due to our fault; and/or
- 12.1.10 unless you provide us with written evidence of any claims together with written details of how the loss was caused by us.
- 12.2 We shall only be liable to you:
  - 12.2.1 for losses that were foreseeable to both parties when this Agreement commenced, to the extent that these losses result from our negligence; and
  - 12.2.2 for losses that are caused as a result of our negligence, or a breach of contract or breach of statutory duty by us.
- 12.3 Nothing in this Agreement shall exclude or limit our liability for death or personal injury due to our negligence, breach of duty or breach of contract.
- 12.4 We are under a legal obligation to deliver the Tank in conformity with this Agreement. As a consumer, you have certain statutory rights regarding the supply of defective goods or equipment and claims in respect of losses caused by our negligence or failure by us to carry out any of our obligations under this Agreement. Nothing contained in this Agreement shall affect your statutory rights. Statutory rights are rights given to you as a consumer by the law in respect of claims/losses arising from the supply of goods and services where the supplier has been negligent or fails to carry out its obligations as agreed with you.

### 13 GENERAL

- 13.1 If you breach this Agreement, are negligent in any way and/or commit any breach of statutory duty, we will have the right to claim damages for our losses from you (including our reasonable legal and other costs in enforcing our rights).
- 13.2 No waiver by us of any breach of this Agreement shall be a waiver of any subsequent breach of the same provision or any other provision.
- 13.3 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 13.4 We shall not be liable to you for any delay in performance of this Agreement to the extent that such delay is due to any events outside our reasonable 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, and labour disputes, strikes and lockouts which are outside of its reasonable control ("Force Majeure Event").

- 13.5 Notwithstanding Condition 2.3.1, if we are unable to deliver LPG because of a Force Majeure Event, you shall be permitted to purchase liquefied petroleum gas from another source until such time as the Force Majeure Event has, to our satisfaction, ceased or until this Agreement is terminated by either party in accordance with Conditions 6, 10 or 11.
- 13.6 Unless otherwise provided within this Agreement, any notices given under this Agreement shall be in writing and delivered to the addresses on the Supply Agreement and marked for your attention or the attention of our Customer Relations Manager.
- 13.7 All third party rights are excluded and no third party shall have any right to enforce this Agreement. This shall not apply to members of our group.
- 13.8 Where the Site is in England or Wales, this Agreement shall, as far as is legally possible, be governed by the laws of England and Wales and both parties agree to the non-exclusive jurisdiction of the courts in England and Wales. For sites in Scotland, this Agreement shall, as far as is legally possible, be governed by the laws of Scotland and both parties agree to the non-exclusive jurisdiction of the courts in Scotland. In some circumstances, the laws where you are domiciled may apply and the courts where you are domiciled may have jurisdiction.
- 13.9 We reserve the right to carry out credit searches on you as appropriate with one or more licensed credit reference agencies and they will retain a copy of the search.

### 14 CONTACT DETAILS

- 14.1 If you have any questions or complaints, please contact our Customer Services team on 0800 574 574 between the hours of 8am and 6pm. Our Customer Charter is also designed to help you and can be found at <http://www.flogas.co.uk/customer-charter>.  
Alternatively, please write to us at: Flogas Britain, 81 Rayns Way, Watermead Business Park, Syston, Leicester, LE7 1PF. Or, you can email us at [customerservices@flogas.co.uk](mailto:customerservices@flogas.co.uk) or send a fax to 0116 264 9014.

### 15 ABOUT US

We are Flogas Britain Limited. We are a private limited company incorporated in the UK (company number: 993638) Our registered address: 81 Rayns Way, Syston, Leicester, LE7 1PF. Flogas Britain Limited is part of the DCC Energy LPG.

### 16 PRIVACY

Details of how and when we use your personal data can be found at <http://www.flogas.co.uk/privacy-policy>



Registered Number: 993638

Registered Office: 81 Rayns Way, Watermead Business Park, Syston, Leicester LE7 1PF  
Tel: 0116 264 9000 Fax: 0116 264 9001

[flogas.co.uk](http://flogas.co.uk)

a **DCC** company