

## FLOGAS BRITAIN LIMITED – CONSUMER BULK METERED ESTATE TERMS AND CONDITIONS

### 1. INTERPRETATION

- 1.1 In these conditions (“**Conditions**”), “**we**”, “**us**” or “**our**” means Flogas Britain Limited (Company No. 00993638); “**you**” or “**your**” means the customer identified in the ‘Customer Details’ section on page 2 of this Contract; “**Cancellation Period**” means the 14 day period beginning on the Commencement Date; “**Commencement Date**” means (i) the date you move into the Supply Address and we confirm that we are able to Supply you at that Supply Address or (ii) the date you take responsibility for the Supply from a previous customer or occupier of the Supply Address, or (iii) the date on which Supply becomes available following connection or re-connection to the Supply Address, whichever occurs first; “**Components**” means the service pipe, meter, controls and any other components installed or supplied by us to enable Supply to you; “**Contract**” means these Conditions and the specific terms set out on page 2 in respect of the supply of LPG by us to you; “**Exclusivity Period**” means the initial period of two years from the Commencement Date; “**Fittings**” means any items specified in this Contract (excluding the Pipes) including without limitation the tank control valves, whether above or below ground level and which form part of the Supply “**LPG**” means Liquefied Petroleum Gas; “**Notice Period**” one month’s notice, as referred to in Condition 2.4 below. “**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 Supply Address; “**Services**” means the services to be performed by us for you in respect of the Tank, Fittings, Components and Pipes including without limitation any surveys or site visits conducted, delivery, unloading, installation, inspection, repair, maintenance, improvement, up-grading, draining and/or removal; “**Supply**” means the supply of LPG by us to you at the Supply Address; “**Supply Address**” means the address identified in the ‘Customer Details’ section on page 2 of this Contract; “**Switching Guidance Notes**” means the guidance notes which are available on our website ([www.flogas.co.uk](http://www.flogas.co.uk)) which explain how you may switch your supplier of LPG; “**Tank**” means the the LPG storage container(s) supplied and installed by us.
- 1.2 The provisions of the Domestic Bulk Liquefied Petroleum Gas Market Investigation (Metered Estates) Order dated 6 May 2009 (“**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. THE CONTRACT

- 2.1 Unless there is a variation which is agreed in writing between you and us, this Contract will be on these Conditions only, to the exclusion of any other terms and conditions (including any terms and conditions which you purport to apply under any other document).
- 2.2 This Contract will commence on the Commencement Date.
- 2.3 During the Exclusivity Period, you agree and undertake not to enter into any agreement of any nature whatsoever with any other party for the supply of LPG, excluding any company connected or affiliated with us (including any subsidiary, holding or other group company).
- 2.4 If you intend to sell or move from the Supply Address, you shall give us not less than one (1) month’s prior written notice of your proposed sale or move and provide us with the details of the new owner of the Supply Address.

### 3. MAINTENANCE AND RIGHT OF ACCESS

- 3.1 The Components shall remain our property at all times and you will not remove, alter, tamper with or have anything applied to them without our prior written consent.
- 3.2 We will maintain the Components in accordance with UK Regulations and relevant Codes of Practice in force from time to time.
- 3.3 You shall notify us of any defect in the Components as soon as it becomes apparent and allow us (and our agents or contractors) access to such defective Components at any time for the purpose of inspecting, repairing, installing, maintaining or removing such Components.

- 3.4 For duration of this Contract, we and any person authorised by us to act on our behalf, shall have the power to enter the Supply Address or surrounding property at any time where, in our opinion or in the opinion of the person authorised to act on our behalf, it is necessary to do so for the purpose of averting danger to life or property.
- 3.5 Any person authorised by us, may enter the Supply Address or surrounding property on seven (7) days written notice, for the purpose of:
- 3.5.1 placing a new pipe in the place of any existing pipe which has already been lawfully placed; or
- 3.5.2 repairing, maintaining or altering such existing pipe; or
- 3.5.3 disconnecting the Supply.
- 3.6 You agree to allow us, our contractors or agents reasonable access to the meter at the Supply Address so that it can be read, inspected, repaired, replaced, maintained or installed.

### 4. CANCELLATION

- 4.1 You have the right to cancel this Contract within the 14 day Cancellation Period beginning on the Commencement Date.
- 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 Contract within the Cancellation Period, we will reimburse all payments received from you.
- 4.4 We will make the reimbursement referred to in Condition 4.3 above without undue delay and not later than fourteen (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
- 4.4.1 we will use the same method of payment originally used by you to pay for the Supply (unless you agree otherwise);
- 4.4.2 you will not incur any fees as a result of the reimbursement, and
- 4.4.3 If we are entitled to charge you for any Supply or for the services described in Condition 5, we may either deduct these amounts (in whole or part) from the reimbursement or ask you to pay such amount to us separately.

### 5. COMMENCEMENT OF SUPPLY

- 5.1 We will not commence any Supply during the Cancellation Period unless you expressly request this from us. You can make this request either by telephone or in writing. Please note that if there is no existing supply, we will ask when you want the Supply to begin. Where you take responsibility for the Supply from a previous customer or occupier, in the absence of any express communication from you, your use of the LPG provided by us as part of the Supply will be deemed to be your confirmation that you wish to take the Supply during the Cancellation Period.
- 5.2 If you ask us to commence Supply during the Cancellation Period (or accept the Supply in the manner set out in Condition 5.1 above) and you subsequently want to cancel this Contract during the Cancellation Period, you acknowledge that we will be entitled to charge you for the Services and Supply provided up to the point of cancellation including (without limitation) 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 You request for a meter to be removed then any removal charges incurred; and
- 5.2.4. any LPG that You have used. Any prices set out in the pricing section on page 2 of this Contract are indicative of the prices that we may charge for these items.

## 6. DURATION, PAYMENT AND PRICE

- 6.1 The Supply shall commence on the Commencement Date and shall continue for the Exclusivity Period. Following the end of the Exclusivity Period this Contract shall continue unless or until it is terminated by either party under the terms of this Contract. Please note that the duration of this Contract is subject to any early termination in accordance with Conditions 6.5 and 9.

Please also note your right to switch suppliers at the end of the Exclusivity Period (or otherwise on earlier termination of this Contract) as set out in Condition 7.

- 6.2 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 the Supply and ongoing support and assistance to you in relation to any issues which may arise in relation to maintenance of Components during the term of this Contract. This standing charge is set out as the Daily Charge in the pricing section of this Contract ('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 any equivalent increase in the retail prices index during the relevant period since the last increase to this standing charge – for more information on the retail prices index see <https://www.ons.gov.uk/economy/inflationandpriceindices>).
- 6.3 The price that you will have to pay for the Supply at the Commencement Date will be set out as the Price of Gas in the pricing section on page 1 of this Contract alongside any other costs and charges payable by you under this Agreement.
- 6.4 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 let you know by letter in advance of any increase in price.
- 6.5 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 Contract by giving us forty two (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.
- 6.6 In the event that you exercise your right to terminate and provide us with the Termination Notice in accordance with Condition 6.5 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.
- 6.7 When invoicing you, we may estimate your consumption of LPG (if an actual meter reading has not been taken) and we will indicate on any invoices where an estimate has been made. If your actual meter reading differs from this estimation, we may accept that meter reading (regardless of whether such reading is greater or less than our estimate) if you notify us of this difference promptly. Please note, it is your responsibility to regularly provide us with meter readings to ensure that our estimates are as accurate as possible.
- 6.8 If for whatever reason your meter fails to record your LPG consumption for a particular period, we may estimate your usage for that period based on your actual usage of LPG before and (if appropriate) after such period.
- 6.9 You will pay for the Supply and any Standing Charges within fourteen (14) days of the date of invoice or by such instalment payment method as may be separately agreed by us in writing.
- 6.10 You must pay our invoices in full in pounds sterling.
- 6.11 All charges and invoice amounts will be subject to the appropriate rate of VAT from time to time and all other duties, levies, taxes or charges that are now or may become applicable to the supply of LPG and the Services.
- 6.12 Subject to Condition 6.15, you must pay all sums properly due and payable under this Contract promptly. We will give you a receipt for payment if you ask for one. Payment will only be deemed to have been received by us when we have received cleared funds.
- 6.13 If you fail to pay us on the due date for any payment, we may charge you interest (both before and after judgement) 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.
- 6.14 We reserve the right to charge you for any disconnection and/or re-connection resulting from non-payment of your account. The charges which we may charge in respect of a disconnection or re-connection will be no greater than £200 plus VAT.

- 6.15 On termination of this Contract for any reason, you must pay us all money which you owe to us, provided always that you have a right to withhold the proportion of monies due to us which are subject to a genuine dispute under this Contract and we will not charge you interest on this amount.
- 6.16 We reserve the right to carry out credit searches on you with one or more licensed credit reference agencies and they will retain a copy of that search.
- 6.17 We reserve the right to amend these credit terms without prior notice.

## 7. SWITCHING

- 7.1 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 you will need to get agreement from all other customers at this metered estate site to agree to switching supplier at which point the Tank will be sold to the incoming supplier together with associated equipment and assets. Following this transfer, they will take over responsibility for maintenance and LPG supply to You.
- 7.2 We are committed to acting in compliance with the Order and when you give us notice in writing of termination in accordance with Condition 9, we will take such steps as are required to assist you should you want to move to another supplier of LPG.
- 7.3 Details of alternative providers of LPG may be found at [liquidgasuk.org](http://liquidgasuk.org), the website of the UK LPG trade association.
- 7.4 Under the terms of the Order we are obligated (save where we have terminated this Contract due to a serious breach by you) to continue to supply you with LPG and ensure you are not left without any LPG. Therefore, you will continue to be responsible for payment of all LPG which we have supplied in accordance with the terms of this Contract even if you terminate this Contract.
- 7.5 Switching Guidance Notes will be sent to you as part of your Welcome communications.

## 8. LIABILITY (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION)

- 8.1 We shall have no liability:
- 8.1.1 for defects in Components to the extent the defect has been caused or contributed to by you (this includes you failing to follow our reasonable instructions);
  - 8.1.2 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;
  - 8.1.3 for the Components (except to the extent that the same are damaged as a result of our negligence);
  - 8.1.4 for any damage which occurs as a result of persons who are performing any services for you following your instructions, guidance and/or advice except to the extent that such damage results from our negligence;
  - 8.1.5 for any failure to deliver LPG where it is, in our reasonable opinion, unsafe for us to do so;
  - 8.1.6 for damage, loss, liability, claims, costs or expenses solely caused or contributed to by your continued use of a Component 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
  - 8.1.7 unless you provide us with written evidence of any claims together with written details of how the loss was caused by us.
- 8.2 We shall only be liable to you:
- 8.2.1 for losses that were foreseeable to both parties when this Contract commenced to the extent that these losses result from our negligence; and
  - 8.2.2 for losses that are caused as a result of our negligence, or a breach of contract or breach of statutory duty by us.
- 8.3 Nothing in this Contract shall exclude or limit our liability for death or personal injury due to our negligence, breach of duty or breach of contract.
- 8.4 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 Contract. Nothing contained in this Contract 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.

## 9. TERMINATION

- 9.1 On termination of this Contract for whatever reason, you must pay to us, in accordance with the payment terms set out in Condition 6, all monies which are properly due and payable to us (subject always to the provisions of Condition 6.15 where there is a genuine dispute between us).

### Termination by either party on or after expiration of the Exclusivity Period (or due to an event of Force Majeure)

- 9.2 Either party may terminate this Contract by giving the other not less than forty-two (42) days' prior notice in writing to expire no sooner than the end of the Exclusivity Period.
- 9.3 Under Condition 10, either party may terminate this Contract by giving the other not less than forty-two (42) days' prior notice in writing if a Force Majeure event continues for a continuous period of more than thirty (30) days.

### Termination by us for your default

- 9.4 Without prejudice to any other rights or remedies which we may have, we may terminate this Contract without liability to you immediately on giving notice if You:
- 9.4.1 commit a material breach of any of the terms of this Contract (including any obligation to pay under Condition 6) and (if such a breach is remediable) fail to remedy that breach within thirty (30) days of being notified in writing of the breach;
  - 9.4.2 provide materially inaccurate or misleading facts or information in connection with this Contract;
  - 9.4.3 appear to be, in our reasonably opinion, financially inadequate to meet your obligations under this Contract; and/or
  - 9.4.4 are about to (or we reasonably believe that you are about to) suffer any of the above events.

### Termination by You at any time

- 9.5 If we commit a material breach of this Contract which we fail to remedy within thirty days, or which is incapable of remedy, then you shall be entitled to terminate this Contract 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 Contract under this Condition then we will use our best efforts to arrange an ongoing supply of LPG to you under the terms of this Contract for either: (i) a period of forty-two (42) days or (ii) (if sooner) a new supplier takes over your supply.
- 9.6 Under Condition 6.5, if we have sought to increase the price of LPG supplied to you by more than 20 pence per litre (excluding VAT), by giving us notice in the manner set out in Condition 6.5.

## 10. FORCE MAJEURE

We shall not be liable to you for any delay in the performance of our obligations under this Contract if we are prevented from or delayed in performing those obligations or the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, act of God, government actions, war riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic, default of suppliers or subcontractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts of machinery, or import or export regulations or embargoes ("Force

Majeure Events"). Whilst any Force Majeure Event is ongoing, the provisions of Condition 2.3 shall not apply, and if any Force Majeure Event continues for a continuous period of more than thirty (30) days either party shall be entitled to give each other fortytwo (42) days' written notice to terminate this Contract.

## 11. GENERAL

- 11.1 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).
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Where the Supply Address 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 Supply Addresses 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.

## 12. CONTACT DETAILS

- 12.1 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.

## 13. 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.

## 14. 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

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