

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

In these terms and conditions "Calor" means Calor Gas Northern Ireland Limited, "the Customer" means the customer named overleaf, "the Customer's Premises" or "the Premises" mean the address to which Gas is to be delivered, "Gas" means commercial propane, commercial butane or any other liquefied petroleum gas supplied only by or on behalf of Calor, "the Vessel(s)" means Calor's storage vessels situated or to be situated at the Premises, "the Equipment" means Calor's transfer and regulation equipment on or about the Vessel(s), "the Initial Term" is a period of twenty four months commencing on the date of signing of this Agreement or where applicable from the date of first delivery of Gas whichever is the later, and "Other Party" is any party other than Calor or its authorised agents and contractors.

2 CALOR'S OBLIGATIONS

Calor shall during this Agreement:

- a) Deliver Gas to the Customer's Premises to be stored in the Vessel(s) and supplied through the Equipment to the Customer's pipework and appliances.
- b) Make the deliveries of Gas in accordance with a delivery pattern established by Calor on such days and in such quantities as Calor may determine (unless otherwise agreed in writing from time to time between Calor and the Customer), or within 4 days' notice from the Customer in the event that a delivery of Gas is required outside the established delivery pattern.
- c) Inspect the Vessel(s) and Equipment according to Calor's schedule and maintain or replace them as necessitated by fair wear and tear.
- d) Provide a 24-hour emergency service** to deal with any leak or other emergency arising from the supply of Gas under this Agreement.
- e) Insure the Vessel(s) and Equipment against any liabilities of Calor to the Customer or to third parties in respect of any defect or failure therein.
- f) Indemnify the Customer against damage to Premises and property where caused solely by Calor or its agents subject to limitation of liability to the lesser of replacement or restoration cost.
- g) Comply with all statutes regulations orders bylaws and codes of practice for the time being in force relating to the Vessel(s), to the delivery and storage of Gas, and in relation to the transfer of Vessel(s) and Equipment. Calor will reserve the right not to make a delivery of Gas if in Calor's reasonable opinion it appears unsafe to do so.
- h) As part of the credit application and account maintenance process Calor may perform a search with a credit reference agency. Calor may give details of the Customer's account and how it is conducted to credit reference agencies. If the account is not paid in full and on time, Calor may inform credit reference agencies who will record the outstanding debt.

3 THE CUSTOMER'S OBLIGATIONS

The Customer shall during this Agreement:

- a) Provide a suitable site for the Vessel(s) and provide safe and convenient access facilities and passage at the Premises to enable Calor to deliver Gas and inspect maintain remove or replace Vessel(s) Equipment and remove liquefied petroleum gas without risk to any person or property and allowing Calor to take such safety precautions as necessary.
- b) Comply with all legal requirements to enable Calor to carry out its obligations under this Agreement and indemnify Calor against loss or liability resulting from the Customer's failure to comply with such requirements.
- c) Comply with operating instructions and recommendations from Calor and with all statutes regulations orders bylaws and codes of practice in force relating to the safe storage and use of Gas.
- d) Not deal in nor use Gas for any purpose other than for domestic heating and cooking within the Customer's Premises, nor blend nor decant Gas into other vessels nor permit any Other Party to do so.
- e) Not use the Vessel(s) for any purpose other than the storage of Gas nor to permit any Other Party to do so, nor pledge mortgage lend or deal in the Vessel(s) or Equipment in any way.
- f) Not deface damage abandon move nor interfere with the Vessel(s) Equipment or any markings thereon nor permit any Other Party to do so.
- g) Take reasonable care of the Vessel(s) and Equipment and notify Calor of any defect leak or fault in or damage to the Vessel(s) Equipment or any failure in performance thereof.
- h) Allow Calor access to the Premises to empty dismantle and remove its Vessel(s) and any liquefied petroleum gas contained therein and Equipment in the event of termination of this Agreement under Clause 6(d) below.

4 COSTS AND PAYMENTS

- a) During this Agreement the cost shall comprise a daily standing charge as referred to on page 1 and a charge (in pence per litre) for Gas at the price relevant at the time of delivery as may be notified to the Customer from time to time, together with VAT and other taxes as may be applicable. Calor will inform the Customer of any changes to the standing charge and the price per litre of gas that may apply during the term of this Agreement. Calor prices its Gas and its service costs competitively and from time to time price changes will be necessary.

In the event of either (i) the standing charge as referred to on page 1 increasing by an amount exceeding the rate of increase (if any) in the Retail Price Index from the commencement date of the Initial Term or (ii) a price increase or cumulative price increases during the Initial Term exceeding 25 per cent (%) from the rate in pence per litre that applies at the date of receipt of this Agreement, the Customer shall have a right (by giving Calor 6 weeks' notice in writing within 30 days after Calor has notified the Customer of any such increase) to terminate this Agreement.

In the event of any such termination, the Customer shall only pay the tank uplift charges referred to at clause 6 (e) below in circumstances where the Customer is not switching to an alternative LPG supplier.

GENERAL TERMS AND CONDITIONS METERED SUPPLY

1 DEFINITIONS

In these terms and conditions "Calor" means Calor Gas Northern Ireland Limited, "the Customer" means the customer named overleaf, "the Customer's Premises" or "the Premises" mean the address to which Gas is to be supplied, "Metered Estate" means all premises collectively served by Calor from the same central storage tank as the Customer, "Appointed Agent" means a person appointed by all the customers on the Metered Estate to negotiate on their collective behalf and approved to do so by Calor, "Estate Owner" means the landlord owner or manager of the Metered Estate, "Interested Parties" means all parties with a legal or otherwise legitimate interest in the delivery storage and supply of Gas on the Metered Estate, "Gas" means commercial propane, commercial butane or any other liquefied petroleum gas supplied to the Customer by or on behalf of Calor only, "the Equipment" means Calor's gas meter and regulation equipment situated on or about the Premises, "the Initial Term" is a period of twenty four months commencing on the date of signing of this Agreement or where applicable from the date of first delivery of Gas whichever is the later and "Other Party" is any party other than Calor or its authorised agents and contractors.

2 CALOR'S OBLIGATIONS

Calor shall during this Agreement:

- i) Supply Gas through the Equipment to the Customer.
- j) Inspect the Equipment according to Calor's schedule and maintain or replace it as necessitated by fair wear and tear.
- k) Provide a 24-hour emergency service** to deal with any leak or other emergency arising from the supply of Gas under this Agreement.
- l) Insure the Equipment against any liabilities of Calor to the Customer or to third parties in respect of any defect or failure therein.
- m) Indemnify the Customer against damage to Premises and property where caused solely by Calor or its agents subject to limitation of liability to the lesser of replacement or restoration cost.
- n) Comply with all statutes regulations orders bylaws and codes of practice for the time being in force relating to the supply of Gas. Calor will reserve the right not to supply Gas if in Calor's reasonable opinion it appears unsafe to do so.
- o) As part of the credit application and account maintenance process Calor may perform a search with a credit reference agency. Calor may give details of the Customer's account and how it is conducted to credit reference agencies. If the account is not paid in full and on time, Calor may inform credit reference agencies who will record the outstanding debt.

3 THE CUSTOMER'S OBLIGATIONS

The Customer shall during this Agreement:

- i) Provide convenient access facilities and passage at the Premises when required to enable Calor to supply Gas and read inspect maintain remove or replace Equipment without risk to any person or property and allowing Calor to take such safety precautions as necessary.
- j) Comply with all legal requirements to enable Calor to carry out its obligations under this Agreement and indemnify Calor against loss or liability as a result of the Customer's failure to comply with such requirements.
- k) Comply with operating instructions and recommendations from Calor and with all statutes regulations orders bylaws and codes of practice in force relating to the safe use of Gas.
- l) Not deal in nor use Gas for any purpose other than for domestic heating and cooking within the Customer's Premises nor permit any Other Party to do so.
- m) Not use the Equipment for any purpose other than the supply of Gas nor deface damage abandon move nor interfere with the Equipment or any markings thereon nor permit any Other Party to do so nor pledge mortgage lend or deal in the Equipment in any way.
- n) Take reasonable care of Equipment and notify Calor of any defect leak or fault in or damage to the Equipment or any failure in performance thereof.
- o) Allow Calor access to the Premises to disconnect reconnect dismantle or remove the Equipment in the event of termination of this Agreement under Clause 6(d) below.

4 COSTS AND PAYMENTS

- b) During this Agreement the cost shall comprise a daily standing charge as referred to on page 1 and a charge (in pence per litre) for Gas at the price relevant at the time of supply as may be notified to the Customer from time to time, together with VAT and other taxes as may be applicable. Calor will inform the Customer of any changes to the standing charge and the price per litre of gas that may apply during the term of this Agreement. Calor prices its Gas and its service costs competitively and from time to time price changes will be necessary.

In the event of either (i) the standing charge as referred to on page 1 of this Agreement increasing by an amount exceeding the rate of increase (if any) in the Retail Price Index from the commencement date of the Initial Term or (ii) a price increase or cumulative price increases during the Initial Term exceeding 25 per cent (%) from the rate in pence per litre that applies at the date of receipt of this Agreement, the Customer shall have a right (by giving Calor 6

weeks' notice in writing within 30 days after Calor has notified the Customer of any such increase) to terminate this Agreement.

In the event of any such termination, the Customer shall only pay the uplift charges referred to in clause 6 (e) below in circumstances where the Customer is not switching to an alternative LPG supplier.

- c) The Customer shall accept Calor's measurement of the quantity of Gas supplied as indicated on the Equipment.
- d) Payment for Gas and standing charge and all taxes shall be due on the date shown on invoices and/or statements issued by Calor being 21 days from the date of such invoices and/or statements unless the Customer has been notified by Calor of a requirement to pay in advance or has agreed alternative payment terms or has entered into a direct debit or budget plan arrangement.
- e) Calor may withhold further supply of Gas if the Customer does not make a payment within 14 days after such payment has become due under Clause 4(c) and may request a deposit or a payment in advance from the Customer and may also request that the Customer enter into a direct debit arrangement before making further supply of Gas.
- f) Calor reserves the right to charge interest on overdue amounts at a maximum rate of 4% per annum above the prevailing Bank of England Minimum Lending Rate.

5 ASSIGNMENT

This Agreement may not be assigned nor transferred to another person without the written consent of Calor.

6 PERIOD OF AGREEMENT, TERMINATION AND CHARGES

- a) This Agreement takes effect from the later of the date it is signed by the Customer or where applicable from the date of first delivery of Gas. The Agreement shall continue for a minimum term of twenty four months from this date (being the Initial Term) subject to earlier termination in accordance with the provisions of this Agreement. Following the expiry of the Initial Term, this Agreement may be terminated by either party by giving 6 weeks notice in writing to the other party.

- b) Without prejudice to any of Calor's rights and notwithstanding subclause 6(a) above, this Agreement may be terminated forthwith in writing by Calor if:

The Customer fails to observe any of the terms of the Agreement under Clause 3 above which remain unremedied 30 days following receipt of notice in writing from Calor of such breach, or

the Customer fails to make any payment due and owing by the Customer within 30 days following receipt of written notice from Calor explaining that payment remains outstanding and that if such payment is not received within 30 days from the date of such notice, Calor may terminate this Agreement immediately, or

The Customer vacates the Premises.

- c) Without prejudice to any of the Customer's rights and notwithstanding subclause 6(a) above, this Agreement may be terminated forthwith in writing by the Customer if Calor fails to observe any of the terms of this Agreement which remain unremedied 30 days following receipt of notice in writing from the Customer of such breach. In the event of any such termination, the Customer shall not pay the tank uplift charges referred to at clause 6(e) below.
- d) Where this Agreement is terminated, save under clause 6 (b) above, and the Customer is switching over to a new LPG supply agreement with an alternative LPG supplier, and the Customer having given Calor the required 6 weeks' prior notice in writing as described above, Calor will agree to transfer the Equipment to the alternative supplier and there shall be no charge made by Calor to the Customer for this process.
- e) Where the Customer is not switching to an alternative LPG supplier or where this Agreement is terminated under clause 6 (b) above, Calor may disconnect and remove the Equipment and may charge the Customer for this process a reasonable fee reflective of the actual cost to Calor of disconnection, evacuating the remaining Gas, its disposal and making safe the tank(s), uplifting such Equipment and transporting it to a suitable depot for refurbishment. For the avoidance of doubt, Calor will not charge the Customer for this disconnection process where this is due to the Agreement being terminated by the Customer pursuant to clause 6 (c) above where Calor fails to observe any terms of this Agreement.

On termination of the Agreement the Customer shall remain liable for all payments properly due and owing to Calor under this Agreement.

7 WAIVER

No forbearance indulgence nor relaxation by Calor in enforcing the terms and conditions of this Agreement shall in any way affect or prejudice its rights hereunder.

8 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland.

* Calor is a registered trademark.

** In an emergency, please telephone 0845 075 5588.

- g) If the Customer is not present at the time of delivery of Gas to sign a delivery note, the Customer shall accept Calor's measurement of the quantity of Gas delivered, as stated on the delivery docket left at the Premises.

- h) Payment for Gas and standing charge and all taxes shall be due on the date shown on the invoices and/or statements issued by Calor being 21 days from the date of such invoices and/or statements unless the Customer has been notified by Calor of a requirement to pay in advance or has agreed alternative payment terms or has entered into a direct debit or budget plan arrangement.

- i) Calor may withhold further deliveries of Gas if the Customer does not make a payment within 14 days after such payment has become due under Clause 4(c) and may request a deposit or a payment in advance from the Customer and may also request that the Customer enter into a direct debit arrangement before making further deliveries of Gas.

- j) Calor reserves the right to charge interest on overdue amounts at a maximum rate of 4% per annum above the prevailing Bank of England Minimum Lending Rate.

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- a) This Agreement takes effect from the later of the date it is signed by the Customer or where applicable from the date of first delivery of Gas. The Agreement shall continue for a minimum term of twenty four months from this date (being the Initial Term) subject to earlier termination in accordance with the provisions of this Agreement. Following the expiry of the Initial term this Agreement may be terminated by either party by giving 6 weeks notice in writing to the other party.

- b) Without prejudice to any of Calor's rights and notwithstanding subclause 6(a) above, this Agreement may be terminated forthwith in writing by Calor if:

The Customer fails to observe any of the terms of the Agreement under Clause 3 above which remain unremedied 30 days following receipt of notice in writing from Calor of such breach, or

The Customer fails to make any payment due and owing by the Customer within 30 days following receipt of written notice from Calor explaining that payment remains outstanding and that if such payment is not received within 30 days from the date of such notice, Calor may terminate this Agreement immediately, or

The Customer vacates the Premises.

- c) Without prejudice to any of the Customer's rights and notwithstanding subclause 6(a) above, this Agreement may be terminated forthwith in writing by the Customer if Calor fails to observe any of the terms of this Agreement which remain unremedied 30 days following receipt of notice in writing from the Customer of such breach. In the event of any such termination, the Customer shall not pay the tank uplift charges referred to at clause 6(e) below.

- d) Where this Agreement is terminated, save under clause 6 (b) above, and the Customer is switching over to a new LPG supply agreement with an alternative LPG supplier, and the Customer having given Calor the required 6 weeks' prior notice in writing as described above, Calor will agree to transfer the Equipment and the Vessel(s) to the alternative supplier and there shall be no charge made by Calor to the Customer for this process. In circumstances where the alternative LPG supplier has agreed with the Customer to install its own equipment and vessels, Calor may dismantle and remove its Vessel(s) and Equipment but shall not charge the Customer for this process. Calor will however credit the Customer an amount equal to the monetary value of the liquefied petroleum gas that has not been used by the Customer in such Equipment and Vessel(s) and uplifted by Calor in such circumstances.

- e) Where the Customer is not switching to an alternative LPG supplier or where this Agreement is terminated under clause 6 (b) above, Calor may disconnect and remove the Equipment and the Vessel(s) and may charge the Customer for this process a reasonable fee reflective of the actual cost to Calor of disconnection, evacuating the remaining Gas, its disposal and making safe the Tank(s), uplifting such Equipment and Vessel(s) and transporting them to a suitable depot for refurbishment. Calor will however credit the Customer an amount equal to the monetary value of the liquefied petroleum gas that has not been used by the Customer in such Equipment and Vessel(s) and uplifted by Calor in such circumstances.

For the avoidance of doubt, Calor will not charge the Customer for this disconnection process where this is due to the Agreement being terminated by the Customer pursuant to clause 6 (c) above where Calor fails to observe any terms of this Agreement.

On termination of the Agreement the Customer shall remain liable for all payments properly due and owing to Calor under the Agreement.

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