

19. FORCE MAJEURE

19.1 Neither party shall be liable for any failure to fulfil any term of this Agreement (except the making of payments due by the Customer to the Company) if fulfillment is delayed, hindered or prevented by any circumstances whatsoever that are not within its reasonable control, including, without prejudice to the generally of the foregoing, national emergency, war, prohibitive government regulations, acts of God or the public enemy, fires, floods, fog, snow, ice or serious accidents, strikes, lockouts or withdrawal of labour by employees of either party.

19.2 In any such circumstances as aforesaid, which prevent the Company from supplying the full quantities of Gas deliverable hereunder, the Company shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extent as the Company considers reasonable and equitable in all circumstances and the Company shall not be bound by reason of the foregoing to acquire by purchase, or otherwise, additional quantities from other suppliers, PROVIDED, HOWEVER, that in such circumstances, the Customer shall, if the continuous operation of the Gas System is materially at risk, be entitled to purchase its requirements for Gas from other suppliers during the period in which such circumstances prevail, as determined by the Company, and immediately thereafter the Customer's undertakings under this Agreement shall be reinstated in full.

20. ENTIRE AGREEMENT

The Company and the Customer agree that this document supersedes all proposals, terms or prior agreements, oral or written, and all other communications between them relating to the rights and obligations of the parties as evidenced by this Agreement. This Agreement may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives at the same time as the signing of this Agreement or at a later date.

21. SEVERABILITY

In the event that any undertaking, term or condition herein is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Company it may be severed from this Agreement. The remaining undertakings, terms, or conditions or parts thereof, contained in this Agreement shall remain in full force and effect.

22. LIMITATION OF LIABILITY

The Company shall not be liable for any damage, loss or expense whatsoever, whether direct, indirect, or consequential, except for such damage as may be due solely and directly to the negligence or misconduct of the Company or its employees.

23. WAIVER

No failure to exercise nor any delay in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right of remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies provided by law.

24. MEDIATION

In the event of any dispute or difference arising between the Customer and the Company concerning any adjustment in the price of Gas supplied by the Company, such disputed matter will be referred to mediation facilitated by a mediator. The mediator will be chosen by agreement between the parties. In default of

agreement, a mediator will be nominated by Law Society of Northern Ireland. These provisions shall apply also (whether by agreement or otherwise) to any replacement mediator where the original mediator (or any replacement) is conflicted from acting as mediator or has been removed by Order of the Royal Courts of Justice, or refuses to act, or is incapable of acting or dies, subject to and in accordance with the provisions of the Mediation Act 2017

25. APPLICABLE LAW

This Agreement shall in all respects be read and construed in accordance with the laws of Northern Ireland.

26. BioLPG GREEN GAS CERTIFICATION SCHEME

26.1 The Company will provide the Customer with a certificate from Renewable Energy Assurance Limited Company (REAL) certifying the quantity of BioLPG in kWh delivered to the Customer and listing the RGGO for each kWh equivalent of BioLPG supplied to the Customer.

26.2 Insofar as it is able to do so, the Company shall provide any other confirmation or information that is in its control, possession or custody to the Customer to assist it in obtaining Green Gas Certificates in respect of any BioLPG delivered by Calor under this agreement.

27. DATA PROTECTION

27.1 The Parties shall at all times comply with the provisions of the UK Data Protection Act 1998 (the "Data Protection Acts"), and the General Data Protection Regulation (GDPR) and its implementing legislation in both Ireland and Northern Ireland, in relation to personal data and neither party shall not do or omit to do anything that would cause the other party to breach its obligations under the Acts or the GDPR.

27.2 At all times when processing Personal Data both Parties shall:

27.2.1 process the Personal Data only to the extent, and in such a manner, as is necessary in order to meet its obligations under this Agreement and in accordance with a party's instructions from time to time and neither party shall not process the Personal Data for any other purpose;

27.2.2 implement and maintain appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and prevent the accidental loss or destruction of, or damage to, Personal Data;

27.2.3 not disclose or transfer any part of the Personal Data to any person or allow access to it by any person other than its Employees and Third Party Contractors;

27.2.4 not transfer the Personal Data outside of Ireland without the prior written consent of the other party and after taking such steps as may be requested by the other party to ensure that the transfer complies with the that party's obligations under the Data Protection Acts and the GDPR and, if the agreed transfer involves the UK, where the UK ceases to be a member of the EEA, the Parties will implement such measures (such as Standard Contractual Clauses or Binding Corporate Rules) as necessary to provide a legal basis for transfer of personal data from Ireland to the UK;

27.2.5 immediately notify the other party in writing of any request received from a data subject to have access

to, or otherwise exercise any of his rights under the Data Protection Acts or GDPR with respect to, the data subject's Personal Data, and provide in relation thereto all details of the request, and provide such co-operation and assistance as the other party requests..

27.3 Without prejudice to other obligations in this Agreement, each party shall take reasonable steps to ensure the reliability of each Employee and Third Party Contractor who has access to the Personal Data and each shall ensure that any access to the Personal Data by an Employee or Third Party Contractor is provided on a strict "need to know" basis only. Without prejudice to the foregoing, each party shall ensure that each Employee and Third Party Contractor is subject to an obligation to maintain the Personal Data in confidence, and that Third Party Contractor enters into any processing or sub-processing agreements as may be required by Data Protection Acts or GDPR.

27.4 If the Provider receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either party's compliance with the Data Protection Acts or GDPR, it shall immediately notify the other party in writing and it shall provide that party with full co-operation and assistance in relation to any such complaint, notice or communication.

27.5 Without prejudice to Clause 18, each party shall be entitled to inspect, test and audit, or appoint representatives to inspect, test and audit, all facilities, equipment, systems, documents and electronic data relating to the processing of Personal Data by the other party, and the other party shall provide all reasonable assistance and cooperation in this regard.

27.6 Each party shall immediately notify the other party in writing of any unlawful processing of any Personal Data or if any Personal Data is disclosed in breach of the Agreement or if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable, or if a party suspects that any of the foregoing has occurred.

27.7 On expiry or termination of this Agreement for whatever reason, the parties shall immediately cease to use or process any Personal Data and shall return the Personal Data to the Owner (or as the Owner may otherwise direct), together with all copies of the Personal Data in its possession or control.

27.8 You agree that we or our agents may search the files of credit agencies or bureaus who may record the search on your file. We may share information about the way in which you conduct your account with business or individuals that request credit references.

27.9 Provided you are not a sole trader we or our agents may from time to time contact you with information about products or services that may be of interest to you. If you would prefer not to receive this information please contact our Bulk Support Team by email us at bulksupport@calorgas.ie.

27.10 We may record phone calls to us and our agents to run our business efficiently and for training and quality management purposes.

27.11 By signing this Agreement you are consenting to your information being collected and used as outlined above.

Commercial Bulk Gas Supply Terms & Conditions (Northern Ireland Customers)



1. DEFINITIONS

In this Agreement (including the Schedules hereto) the following words, where the first letter is a capital, have the following meanings:

1.1 "Service Charges" means service charges payable by the Customer to the Company for the supply of any Tank, Cylinder, Equipment, Pipeline as set forth in Schedule 1 hereto.

1.2 "Appliances" means Gas burning appliances.

1.3 "Business" means any activity, other than the business as a Dealer, for gain or otherwise carried on in or from the Premises.

1.4 "BioLPG" means Bio Liquefied Petroleum Gas made from sustainable sources.

1.5 "Blended Gas" means a blend of BioLPG and LPG.

1.6 "Certified" means, when applied to Appliances and Equipment and Pipeline that the Appliances and Equipment and Pipeline comply, as appropriate, with the Relevant Regulations and Standards.

1.7 "Commencement Date" means the date this Agreement is first herein written. (See also Clause 3 hereof).

1.8 "Company" means Calor Gas Northern Ireland Ltd. and includes its subsidiary and associated companies and/or their successors and assigns.

1.9 "Competing Agreement" means an agreement between the Customer and a third party for the supply of Gas to the Customer, during the period of this Agreement.

1.10 "Contract Term" means the period of this Agreement from the Commencement Date up to and including the second anniversary of the Operational Commencement Date.

1.11 "Customer" means the person identified as the "Customer" above.

1.12 "Cylinder" means any Gas storage cylinder(s) (other than automotive and fork lift truck cylinders - see Equipment) owned by the Company, together with valves and guards attached thereto.

1.13 "Dealer" means a Person that has entered into an agreement with the Company for the sale of Gas, Appliances and Equipment Certified for use with Gas and the supply of Gas on behalf of the Company to the Customers.

1.14 "Delivered Gas" means the Gas delivered to the Customer under this agreement in each Contract Term.

1.15 "Equipment" means items of equipment such as automotive and fork lift truck cylinders, pumps, compressors, vaporisers, meters, valves, other regulatory safety and control devices, accessories, liquid offtake, fittings and piping for use with Gas.

1.16 "Gas" means either and or LPG, BioLPG and Blended Gas.

1.17 "Gas System" means any Appliances, Pipeline and Equipment, being the property of the Customer, and any Tank, Cylinder, Equipment, Pipeline being the property of the Company.

1.18 "Initial Charges" means the initial charges as set forth in Schedule 3 hereto payable by the Customer in connection with Tank/Cylinder testing, delivery and siting, and

testing and commissioning the Gas System at the Premises.

1.19 "LPG" means liquefied petroleum gas (commercial butane and/or commercial propane and/or mixtures thereof).

1.20 "Operational Commencement Date" means the date that an existing Competing Agreement shall cease to be operative for whatever reason and when the Company's Tank is delivered, (see also Clause 3 hereof).

1.21 "Person" means any natural person or legal entity including, without limitation, any partnership or corporate body.

1.22 "Pipeline" means any pipeline(s) In the Gas System downstream of the tank vapour outlet service valve for customers using only gas vapour from the tank.

1.23 "Premises" means the premises owned or occupied by the Customer at the address above or, if different, at the address in Schedule 1 hereto.

1.24 "Tank" means any Gas storage tank(s) owned by the Company, together with valves and gauges attached thereto

1.25 BioLPG Percentage" means x% of BioLPG of the Delivered Gas.

1.26 £ means Pound Sterling.

2. CONSIDERATION

The sufficiency of the valuable consideration as hereinafter set forth in this Agreement is hereby acknowledged and agreed by the Customer.

3. COMMENCEMENT DATE / OPERATIONAL COMMENCEMENT DATE

3.1 Provided there is no Competing Agreement in existence this Agreement shall become effective on the Commencement Date.

3.2 In the event that on the Commencement Date the Customer is party to a Competing Agreement, clauses 1, 2, 3, 5, 11, 12, 13, 18, 17, 20, 21 and 25 of this Agreement shall become effective from the Commencement Date. The remaining clauses of this Agreement shall become effective from

which date shall be the Operational Commencement Date.

4. PERIOD OF AGREEMENT

4.1 In relation to the exclusive supply of Gas, unless terminated in accordance with Clause 5 hereof, this Agreement shall remain in force from the Commencement Date and shall continue unless terminated earlier in accordance with this Agreement until the 2nd anniversary of the date of tank delivery ("Operational Commencement Date").

4.2 In relation to the conditions and undertakings concerning the ownership of any Tank, Cylinder, Equipment and Pipeline which are the property of the Company, and any other property of the Company, access thereto, and related safety matters, this Agreement shall remain in force until the property of the Company is removed from the Premises.

5. TERMINATION OF THE AGREEMENT

5.1 Calor may (without prejudice to any other of its rights or remedies) terminate this Agreement forthwith by written notice if:

5.1.1 the Customer fails to make any payment in accordance with this Agreement; or

5.1.2 the Customer's consumption of Gas falls significantly below its normal or anticipated Gas usage in any period of 12 months; or

5.1.3 the Customer fails to observe any of the terms of this Agreement; or

5.1.4 an order is made or a resolution is passed for the winding-up of the Customer, except in the case of a voluntary winding-up for the purposes of a scheme of reconstruction or amalgamation the terms of which have been previously approved in writing by Calor; or

5.1.5 an administration order is made or a petition for such an order is presented in respect of the Customer; or

5.1.6 an administrator or receiver (which expression shall include an administrative receiver) is appointed in respect of the Customer or all or any of its assets; or

5.1.7 the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

5.1.8 any voluntary arrangement is proposed under section 1 of the Insolvency Act 1986 in respect of the Customer; or

5.1.9 a petition is presented, or an order is made, for the bankruptcy of the Customer or the Customer enters into a deed of arrangement or compounds with its creditors or a receiving order is made against it; or

5.1.10 any execution or distress is threatened or levied against any goods or premises of the Customer.

5.2 Either party may terminate this Agreement in accordance with condition 1.3

5.3 On or at any time after the termination of this Agreement for whatever reason Calor shall be at liberty to enter upon the Customer's Premises, and the Customer hereby irrevocably authorises such entry, to dismantle and take away such of the Tank(s) (whether containing Gas or not) as Calor may desire and the Customer will allow Calor every facility for this purpose; and if this Agreement has been terminated under Condition 7.1 or is terminated by the Customer the expenses of dismantling and taking away the Tank or Tanks (where the Tank or Tanks are situated underground) the expenses of making the Tank or Tanks safe or, if they are uplifted, the expenses of excavating and uplifting the Tank or Tanks, shall be paid by the Customer.

5.4 Without prejudice to any other rights of Calor under this Agreement or otherwise in the event of breach of contract by the Customer, if the Customer terminates this Agreement or Calor terminates this Agreement pursuant to Condition 7.1 within an Initial Period Calor shall be entitled to recover, in addition to any other sums payable to Calor by the Customer hereunder:

5.4.1 an amount equal to the value of any special offers made to the Customer at installation by Calor;

5.4.2 the amount by which the actual cost

of installation of the Tank(s) and any other equipment exceeded the Initial Standing Charge; and

- 5.4.3 the administration costs incurred by Calor in or associated with or as a result of delivering and performing the Service and terminating this Agreement, removing the Tank or Tanks and any other equipment and making the Tanks safe (where situated underground) in

6. PROVISION OF TANK, AND/OR CYLINDER AND/OR EQUIPMENT AND/OR PIPELINE

- 6.1 In consideration of the payment by the Customer of the Initial Charges and the Service Charges the Company will provide the Customer with a Tank/Cylinder, title to which shall remain with the Company, subject to the provisions of this Agreement.
- 6.2 Where a Tank/Cylinder is supplied and the Customer does not have the necessary Equipment and/or Pipeline as required for the Gas System, the Company shall upon request either:
- 6.2.1 sell to the Customer such Certified Equipment and/or Certified Pipeline whereupon, title to such property shall pass to the Customer PROVIDED HOWEVER that the provision of any such Equipment and/or Pipeline by the Company shall be made without any express or implied condition warranty or representation by the Company in respect thereof and the Company shall not be responsible for same; or
- 6.2.2 if agreed in writing, provide, such Certified Equipment and/or Certified Pipeline as set forth in Schedule 1 to the Customer in consideration of the payment by the Customer of an additional Annual Charge as set forth in Schedule 1 hereto. Title to such property shall remain with the Company.

7. REMOVAL OF THE COMPANY'S PROPERTY IN THE GAS SYSTEM ON TERMINATION OF THIS AGREEMENT,

- 7.1 Upon the termination of this Agreement, the Customer will:
- 7.1.1 permit the Company to disconnect from the Gas System and remove any Cylinder, Tank, Equipment and Pipeline which are the property of the Company and any other property of the Company from the Premises;
- 7.1.2 pay the Company's reasonable costs of disconnection (including excavation and restoration of the site where necessary) and removal of the Company's property in the Gas System to the Company's depot, details of which will be provided to the Customer.

8. COMPANY'S GAS DISTRIBUTION SYSTEM

The Company will provide a supply of Gas to the Customer, either directly or indirectly from an authorised distributor or Dealer. Details concerning any authorised distributors or Dealers designated to supply the Customer will be advised in writing by the Company from time to time.

9. CHARGES AND MEDIATION

- 9.1 The current price of Gas supplied by the Company is set forth in Schedule 2 hereto; the current Services Charges are as set forth at Schedule 1 hereto; and the Initial Charges are as set forth in Schedule 3 hereto.
- 9.2 The price/charges referred to in 9.1 include any duties, levies, taxes or charges of any description Imposed by law. Value Added

Tax is shown separately.

- 9.3 To take account of any changes in the cost to the Company of Gas, transportation, other operating overheads and changes in any duties, levies taxes or charges of any description imposed by law, the Company may, at any time during the term of this Agreement adjust the price of Gas supplied by the Company hereunder. The Company shall advise the Customer in advance of any such adjustment. In the event of a dispute as to whether any adjustment is just and fair, such dispute will be referred to mediation in accordance with Clause 24 hereof.

- 9.4 The Company reserves the right to adjust the Service Charges to take account of changes in wages, transport and other overheads applicable to the Company's operating costs. Any adjustment will take effect following advice thereof to the Customer. The Company reserves the right to adjust the Service Charges if any changes in costs are incurred arising from changes in the law relating to the periodic maintenance and service of Tank or Cylinder.

- 9.5 In the event of a Customer not paying any of the above charges at the due date. Calor reserves the right, at any time thereafter, to charge interest daily on the overdue amounts, at a maximum rate of 4% per annum above the prevailing Bank of England Minimum Lending Rate.

10. PAYMENTS

- 10.1 Unless otherwise agreed in writing, the Customer shall pay for Gas supplied directly by the Company or indirectly through an authorised distributor or Dealer, by means of a monthly direct debit (in accordance with the invoice(s) sent to the Customer in the previous month) authorising the Customer's bank to accept the direct debit charge.
- 10.2 The Annual Charges will be payable in advance and included both in the appropriate monthly statement of account and the direct debit charge.
- 10.3 The Initial Charges will be invoiced on completion of the work and will be payable by the due date, and included in the direct debit charge.
- 10.4 Any other agreed charges will be invoiced to the Customer, and will be payable by the due date and included in the direct debit charge.
- 10.5 Unless payments received by the Company from the Customer are stated to be in settlement of specific invoices, they shall first be allocated against the oldest outstanding amounts.
- 10.6 In the event of non-payment by the Customer of any outstanding amount when it falls due, the Company reserves the right to offer the following options: (i) right to supply Gas for cash in advance; or (ii) the payment of all future invoices by direct debit or (iii) one delivery on credit.

11. COMPETING AGREEMENTS

- 11.1 To the best of the knowledge, information and belief of the Customer (having made all reasonable enquiries) there is no Competing Agreement in existence. PROVIDED, HOWEVER, that if a Competing Agreement does exist, the Customer in consideration of the Company's undertaking as set forth in Clause 12 hereof;
- 11.1.1 Grants a power of attorney, irrevocable for the duration of this Agreement, to the Company to terminate such existing Competing Agreement forthwith in the name of and on behalf of the Customer in accordance with the terms of such existing Competing Agreement;

- 11.1.2 Grants a power of attorney, irrevocable for the duration of this Agreement, to the Company to terminate any Competing Agreement which the Customer may purport to enter into after the Commencement Date of this Agreement in contravention of Clause 13.18 of this Agreement.

- 11.2 The Customer undertakes not to do anything or omit to do anything where such act or omission would result in rendering ineffective any exercise by the Company of the aforementioned power of attorney and, in particular, shall not withdraw any notice of termination issued by the Company pursuant to this clause.

12. UNDERTAKINGS BY COMPANY

The Company hereby Covenants and agrees as follows:

- 12.1 To provide an appropriate infrastructure of import terminals, bulk storage, distribution depots, Tank, Cylinder and Equipment and to provide cylinder filling and cylinder and tank maintenance facilities and a distribution system to ensure continuity of the supply of Gas by the Company;
- 12.2 to use its best endeavours to maintain the supply of Gas by the Company and to deliver (or arrange the delivery of) Gas in a manner which will maintain continuous Gas availability to the Customer in accordance with the Company's delivery policy, as determined by the Company from time to time, and in accordance with the Customer's Fuel Specification in Schedule 4;
- 12.3 where the Customer has agreed to the supply of BioLPG as part of its Fuel Specification in Schedule 4, to use reasonable endeavours to achieve the BioLPG %, though both parties acknowledge that the Company may meet the Fuel Specification by LPG alone if supply of BioLPG is unavailable. The Company acknowledges the BioLPG product supplied to the Customer will be compliant with the European and national renewable fuel legislation in effect at the time of this Agreement;
- 12.4 in the case of a Gas System using Cylinders, to connect and disconnect Cylinders to and from such installation if agreed with the Customer;
- 12.5 in the case of a Gas System using a Tank, to fill any such Tank to its correct level, as determined by the Company;
- 12.6 in cases where the Customer requires Gas to be delivered outside the normal delivery pattern, Calor shall fulfil the order for Gas no later than five full working days from the date of the Customer's order;
- 12.7 to use its best endeavours to ensure that the quality of Gas is in accordance with a recognised national or international standard and is appropriately stanching in accordance with national or international safety standards in the interest of safety;
- 12.8 to maintain any Tank and/or Cylinder and/or Equipment, the property of the Company, in good repair;
- 12.8.1 subject to the terms of 22 of this Agreement, to indemnify the Customer against any cost, charge or expense arising out of its negligence, breach of the terms of this Agreement or breach of any statutory duty and to insure its liability at law with a reputable insurance company in a sum of not less than £10 million;
- 12.9 to provide advice to the Customer, if requested, relating to Gas, Equipment, Pipeline and Appliances;

- 12.10 to use its best endeavours to arrange that service facilities for the Gas System are available;
- 12.11 to provide the Customer, if requested, with appropriate operating and safety advice;
- 12.12 to maintain an "In Emergency" service on a 24 hour basis to deal with a leakage of Gas which could cause danger.

13. UNDERTAKINGS BY CUSTOMER

The Customer hereby covenants and agrees with the Company as follows:

- 13.1
- 13.1.1 to take from the Company all requirements of Gas at the Premises, whether for the account of the Customer or for account of any third party, either directly from the Company or from an authorised distributor or Dealer designated the Company;
- 13.1.2 to pay for all BioLPG supplied by the Company pursuant to the Customer's Fuel Specification in Schedule 4, when BioLPG is available and supplied to the Customer;
- 13.1.3 to allow the Company at any time during the period of this Agreement to change the type and capacity of the Gas storage provided by the Company based on factors such as safety, regulatory requirements, access and Customer demand;
- 13.1.4 in the interest of safety, not to commence using the Gas System until it has been commissioned by the Company;
- 13.2 to ensure that Equipment, Pipeline and Appliances in the Gas System, the property of the Customer are Certified and are properly installed by competent persons;
- 13.3 to ensure that any Tank or Cylinder shall be filled only by the Company;
- 13.4 to provide at all times safe and suitable facilities and, in particular, a safe suitable and convenient vehicle passage to enable the Company to install and remove any Tank, Cylinder, Equipment, Pipeline, and to deliver Gas to the agreed location on the Premises; and hereby acknowledges and agrees that the Company shall not be liable for, and further agrees to indemnify the Company against, any claims arising from such operations;
- 13.5 to allow the Company to implement such safety procedures as the Company considers necessary in relation to the safe storage and use of Gas at the Premises and in relation to any Tank installed underground (a) not to place any construction or other impediment or hindrance in the vicinity of the Tank such as to contravene UKPLGA Codes of Practice; (b) to facilitate its excavation for inspection/safety purposes and its reinstatement/replacement, the necessity for which to be determined by the Company, and to pay the costs of so doing where such costs are incurred due to the presence of any construction or other impediment or hindrance to the excavation/reinstatement/replacement operation which was put in place subsequent to the installation of the Tank.
- 13.6 to use the Gas supplied by the Company for consumption at the Premises only and to ensure that such Gas will not be resold, exchanged, adulterated, decanted or used as a fuel in mechanically propelled vehicles constructed or adapted for use on roads without the specific written authority of the Company;
- 13.7 not to disconnect, deface, damage,

abandon or in any way interfere with any Tank or any Cylinder or any other property of the Company or to interfere in any way with any markings or labelling thereon nor permit or allow any such act;

- 13.8 not to sell, pledge, mortgage, lend or exchange any Tank or any Cylinder for tanks or cylinders of any other supplier of Gas or otherwise deal in any manner whatsoever with any Gas, Tank, Cylinder, Equipment, Pipeline being the property of the Company or part with possession thereof other than to the Company or a Person authorised by the Company in writing, nor attempt to do any of the foregoing;

- 13.9 to give a minimum of 30 days prior notice to the Company in accordance with Clause 18 if for any reason the Customer will no longer carry on the Business or maintain a controlling interest in the Business or the Premises and to notify any new owner of Clause 13.5 above in relation to any Tank installed underground. This clause will not be construed as a requirement to give notice of the termination of the Agreement;

- 13.10 notify the Company immediately of any defect or fault in or damage to the Gas system; if a defect is confirmed by the Company on examination which cannot be rectified at the time, to switch off the Gas, not to use the Gas System until the defect has been rectified to the satisfaction of the Company and to ensure that operating instructions for Appliances and Equipment are complied with when the Gas supply is restored; (see also 14.13);

- 13.11 to comply with the operating instructions, safety recommendations and codes of practice of the Company; with relevant directives and statutory provisions, BSI standards; codes of practice and safety recommendations of the United Kingdom Liquefied Petroleum Gas Association; applicable for the time being regarding the Gas System;

- 13.12 if a leak of Gas is detected, or a leak is suspected, by smell or otherwise, to switch off the supply of Gas in the Gas System at the Tank outlet valve or the online Gas service valve, and to notify the Company of such detection (see also 14.10);

- 13.13 to ensure that the Gas System is properly maintained and to ensure that only competent persons are employed in the installation, maintenance and operation of the Gas System;

- 13.14 to display notices in prominent places on the Premises, requesting any person that detects a suspected leak of Gas on or about the Premises, by smell or otherwise, to notify the Customer, its employees or agents immediately thereof;

- 13.15 where liquid gas is used for automotive or forklift purposes, to display by notice in a prominent position at the filling point the Company's recommended instructions for safe filling and to ensure that only competent persons are employed;

- 13.16 in the interest of maintaining the safety of the Gas System not to interfere with or allow any other party to interfere with the Gas System or to connect new Appliances or disconnect existing Appliances without prior written approval of the Company;

- 13.17 to purchase and maintain in existence during the period of this Agreement with an insurer acceptable to the Company, a policy of insurance against the following risks:

- 13.17.1 Public Liability to cover all loss or damage arising from accidents or negligence in connection with the performance by the Customer of this Agreement up to a limit of £650,000 for any one claim; and

- 13.17.2 Employer's Liability covering

employees of the Customer in respect of accidents arising out of and in the course of employment;

- 13.18 not to enter into a Competing Agreement during the period of this Agreement.

14. CUSTOMER ACKNOWLEDGEMENTS

- 14.1 The Customer acknowledges that the Company may supply LPG where BioLPG is unavailable to the Company; and
- 14.2 The Customer acknowledges that the Company may be unable to meet the BioLPG % as specified in Schedule 4 if BioLPG is not available.

15. OWNERSHIP AND MAINTENANCE

- 15.1 Any Tank, Cylinder, Equipment Pipeline owned by the Company unless sold to the Customer shall remain at all times the property of the Company, who will be responsible for their maintenance during the period of this Agreement. If such Tank, Cylinder, Equipment Pipeline are not made available for return to the Company on or after the termination of this Agreement, the Customer will be responsible for same, including regulatory requirements, until such time as they are returned.
- 15.2 The Customer will (unless otherwise agreed in writing) be responsible for the maintenance of any Appliances, Equipment and Pipeline and any other equipment in the Gas System, being the property of the Customer. At the request of the Customer the Company shall advise on such maintenance.

16. RETENTION OF OWNERSHIP

All Gas, Appliances, Equipment, Pipeline supplied by the Company shall, unless otherwise authorised in writing by the Company, remain solely and absolutely the property of the Company as legal and equitable owner until either an arrangement had been made between the Company and Calor or the Customer shall have paid all sums due by the Customer to the Company, whether under this Agreement or in respect of any other liability owing to the Company, but shall be at the Customer's risk from the time of delivery. The Company may for the purpose of examination or recovery of its property enter upon any premises where it is kept or where it is reasonably thought to be kept.

17. ASSIGNMENT

None of the interests, rights or obligations of the Customer hereunder shall be assignable without the prior written consent of the Company. The Company may assign its rights under this Agreement without the necessity of obtaining such consent from the Customer.

18. NOTICE / COMMUNICATION

- 18.1 Any notice or other communication required to be given hereunder shall be addressed or sent to a party to its address as set forth above or to such other postal address as set forth above, or otherwise as may be agreed in writing by the Customer and the Company.
- 18.2 Any notice required to be given hereunder shall be validly given if delivered personally or if despatched by prepaid registered letter post, addressed as aforesaid or if sent by email to bulksupport@calorgas.ie and shall be deemed to be given:
- 18.2.1 if delivered by hand - at the time of the delivery;
- 18.2.2 if sent by registered post - seventy-two hours after the same shall have been posted,
- 18.2.3 if sent by email using read and receipt functionality.