



METERED GAS SUPPLY AGREEMENT

IMPORTANT - YOU MUST COMPLETE AND RETURN THIS AGREEMENT WITHIN 14 DAYS FROM ___/___/___ TO ENSURE CONTINUITY OF YOUR METERED GAS SUPPLY

CUSTOMER NAME & ADDRESS FOR INVOICES AND STATEMENTS

_____ POSTCODE _____

TEL HOME _____ MOBILE _____ EMAIL

NAME & ADDRESS OF METER LOCATION IF DIFFERENT FROM ABOVE

_____ POSTCODE _____ TEL NO. _____

**PLEASE COMPLETE: I AM THE OWNER / TENANT AT THE ABOVE PROPERTY (DELETE AS APPROPRIATE)
IF YOU HAVE INDICATED THAT YOU ARE A TENANT IN THIS PROPERTY, A SECURITY DEPOSIT OF £200.00 IS REQUIRED AGAINST YOUR ACCOUNT. THIS **MUST** BE RETURNED WITH THE SIGNED SUPPLY AGREEMENT.**

PREVIOUS RESIDENTIAL ADDRESS IF APPLICABLE _____ _____	CURRENT EMPLOYER DETAILS IF APPLICABLE _____ _____ Tel No. _____
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PLEASE COMPLETE IF YOU ARE RENTING THIS PROPERTY:

NAME OF LANDLORD OR LETTING AGENT _____ ADDRESS _____
 _____ BT _____ TEL NO. _____

THIS AGREEMENT WHEN SIGNED ON YOUR BEHALF AND ON BEHALF OF CALOR OBLIGES YOU TO OBSERVE ALL THE TERMS OF THE AGREEMENT INCLUDING THE MINIMUM TERM OF 24 MONTHS SUBJECT TO ANY RIGHTS YOU MAY HAVE TO TERMINATE EARLIER UNDER THIS AGREEMENT. THIS INCLUDES THE GENERAL TERMS AND CONDITIONS PRINTED OVERLEAF. NOTWITHSTANDING THE PRICE SHOWN FOR GAS, CALOR HAS THE RIGHT TO VARY THE PRICE OF GAS AND ANY STANDING CHARGES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. IF YOU HAVE PAID A DEPOSIT, YOU PERMIT CALOR TO OFFSET ANY MONEY OWING BY YOU TO CALOR. AT THE END OF THIS AGREEMENT, SUCH AMOUNT OF YOUR DEPOSIT THAT HAS NOT BEEN OFFSET WILL BE REFUNDED TO YOU.

Customers signature _____ In capitals _____ date _____
 Signature on behalf of Calor _____ In capitals _____ date _____

CURRENT PRICE PER LITRE £ METER TYPE CUFT / CUMT _____ MINIMUM TERM _____ CURRENT PRICE PER UNIT £
Delete as Appropriate

CURRENT STANDING CHARGE £ /DAY START READING DATE

The prices shown are subject to vat. & remain firm for thirty days from the date hereof and thereafter Calor reserves the right to vary the prices shown

OFFICE USE ONLY:

INV A/C NO. METER A/C NO. METER NO.
 COMPLETED BY DATE (DDMMYY)

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:

- a) Supply Gas through the Equipment to the Customer.
- b) Inspect the Equipment according to Calor's schedule and maintain or replace it as necessitated by fair wear and tear.
- c) Provide a 24-hour emergency service** to deal with any leak or other emergency arising from the supply of Gas under this Agreement.
- d) Insure the Equipment against any liabilities of Calor to the Customer or to third parties in respect of any defect or failure therein.
- e) 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.
- f) 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.
- g) 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 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.
- b) 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.
- 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 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 permit any Other Party to do so.
- e) 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.
- f) 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.
- g) 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

- a) During this Agreement the cost of Gas 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.

- b) The Customer shall accept Calor's measurement of the quantity of Gas supplied as indicated on the Equipment.
- c) The Customer shall pay for Gas and standing charge and all taxes which 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.

- d) 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.
- e) 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 DATA PROTECTION

- a) Calor may collect and use information about you to manage and administer your account. Your information may also be used to carry out credit checks, market research and marketing purposes to build up customers profiles and for health and safety reasons. We may give your information to our third party service providers to carry out certain business activities (e.g. installation, maintenance, deliveries, market research and debt collection) on our behalf. Your information may be shared with Calor-related companies and may be given to regulatory authorities or as required by law.
- b) We or our third party service providers 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 Customer Service Department via info@calorgas.ie, 028 9045 5588 or by writing to Calor Gas Northern Ireland Limited, Airport Road West, Sydenham, Belfast, BT3 9EE
- c) Please see Calor's Privacy Policy for information on how Calor uses customers' personal information and the steps it takes to comply with its obligations under data protection legislation. A copy of Calor's Privacy Policy can be viewed on Calor's website at www.calorgas.ie.
- d) By signing this Agreement you are consenting to your information being collected and used as outlined above.

9 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.