

- 3. THE COMPANY UNDERTAKES:**
- 3.1 To provide an appropriate infrastructure of import terminals, bulk storage, distribution depots, LPG storage and to provide tank and cylinder filling and maintenance facilities and a distribution system to ensure continuity of supply of LPG by the Company;
- 3.2 To provide and maintain LPG storage, meter, valving, regulatory equipment and piping to the meter;
- 3.3 To use its best endeavours to supply the Customer with the total requirements of LPG for the Address. However, the Company shall not be responsible for any failure to fulfil any terms of this Agreement if fulfilment is delayed, hindered or prevented by any circumstances whatsoever which are not within its reasonable control;
- 3.4 To use its best endeavours to arrange that service facilities for the Gas System are available;
- 3.5 To maintain an "In Emergency" service on a 24 hour basis to deal with a leakage of LPG which could cause danger.
- 4. THE CUSTOMER UNDERTAKES:**
- 4.1 To purchase the total requirements of LPG for the Address from the Company for the duration of this Agreement;
- 4.2 To pay for LPG used within 10 days of the date of Invoice. Such use shall be measured according to the meter reading or in the event of it not being possible to read the meter, according to the Company's estimate of use. The Company will estimate the use until an actual meter reading is established;
- 4.3 To pay the initial annual charge and refundable security deposit as set forth in Schedule 2 hereto on the signing of this Agreement and to pay subsequent annual charges within 10 days of the date of invoice;
- 4.4 To pay for any LPG which is not registered on the meter for whatever reason according to the Company's estimate of normal consumption;
- 4.5 And hereby grants to the Company, free of charge, all necessary rights of way, easements and access at all reasonable times to the Gas System for the purposes of:
- (i) maintaining the safety of the Gas System,
- (ii) installing, servicing, repairing, replacement or removal of any or all of the components of the Gas System,
- (iii) reading the meter.
- In respect of (i) and (iii) above no notice shall be required to be given;
- 4.6 To be responsible for the safe custody of the property of the Company at the Address and to compensate the Company for all damage, not occasioned by fair wear and tear;
- 4.7 To ensure that appliances, equipment, fittings and pipelines in the Gas System which are the property of the Customer are certified for use with LPG, and are properly installed by competent persons;
- 4.8 To ensure that the Gas System downstream of the point of delivery (meter) is properly maintained and to ensure that only competent persons are employed in its installation, maintenance and operation;
- 4.9 In the interest of safety, not to commence using the Gas System until it has been commissioned to conform to the requirements of Irish Standard 813 (2002) and a Declaration of Conformity has been provided to the Company;
- 4.10 In the interest of safety not to interfere or allow interference with the Gas System, or to make any additions or alterations to it, without prior written approval of the Company;
- 4.11 To comply with the operating instructions, safety recommendations and codes of practice of the Company; with relevant directives, statutory provisions and associated Standards and Codes of Practice;
- 4.12 If any defect or damage to the Gas System is detected, or if a leak of LPG is detected or a leak is suspected by smell or otherwise, to switch off the supply of LPG to the Address at the main LPG service valve and to notify the Company of such detection; not to use the Gas System until it has been rectified to the satisfaction of the Company, and to ensure that operating instructions for appliances are complied with when the LPG supply is restored.
- 5. DISCONNECTION OF LPG:**
- The Company shall have the right to enter the Address and to disconnect the supply of LPG to the Address in the following circumstances:
- (i) in the interest of safety;
- (ii) in the event of any payment due by the Customer under this Agreement becoming overdue;
- (iii) in the event of the Customer failing to observe any of the terms, conditions and undertakings of this Agreement;
- (iv) on the termination of this Agreement;
- 6. OWNERSHIP**
- Any tank, cylinder, meter, pipelines and other equipment supplied by the Company to provide the LPG supply remains the property of the Company.
- 7. 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 to a subsidiary or associated company of the Company without the necessity of obtaining such consent from the Customer.
- 8. NOTICE/COMMUNICATION:**
- 8.1 Any notice or other communication required to be given hereunder shall be addressed or sent to a party to its address 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;
- 8.2 Any notice required to be given shall be validly given if delivered personally or if dispatched by prepaid registered letter post, addressed as aforesaid or if sent by telex or telefax to such telex or telefax number (if any) as may be specified as aforesaid or if changed, to such new number, and shall be deemed to be given:
- 8.2.1 if delivered by hand – at the time of delivery;

- 8.2.2 if sent by registered post - seventy two hours after the same shall have been posted;
- 8.2.3 if sent by telex or telefax - at the time of termination of the telex or telefax transmission;

- 9. LIMITATION OF LIABILITY:**
- The Company shall not be liable for any damage, loss or expense whatsoever, whether direct, indirect or consequential, except as may be due solely and directly to the negligence or misconduct of the Company or its employees;
- 10. WAIVER:**
- No forbearance, indulgence or relaxation by the Company in enforcing the terms of this Agreement shall in any way effect or prejudice its rights hereunder.
- 11. 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.
- 12. APPLICABLE LAW:**
- This Agreement shall in all respects be read and construed in accordance with the Laws of Ireland and the parties hereto agree to submit to the jurisdiction of the Irish Courts.
- 13. DATA PROTECTION**
- Calor Teoranta may collect and use information about you to manage and administer your account. Your information may also be used to carry out credit checks, to carry out market research and marketing, to build up a profile of our customers and for health and safety reasons. We may give your information to our agents to carry out certain business activities (for example, tank and cylinder 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.
- 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 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 us on our customer service number (01) 450 5000, by writing to Customer Service Department, Calor Gas, Long Mile Road, Dublin 12 or by email to info@calorgas.ie
- We may record phone calls to us and our agents for training and quality management purposes.
- In certain limited circumstances we may give your account details to a member of your family, your carer or your representative. They will need to provide us with your, the account holder's, name and address. If you would prefer that we did not pass on this information, please contact our Customer Service Number, (01) 450 5000.
- By signing this contract you are consenting to your information being collected and used as outlined above.
- 14. CUSTOMER/LANDLORD – TENANT AUTHORISATION AND CONSENT FORM**
- Customer/Landlord hereby authorises and consents to Calor adding the following tenant's name, C/O the customer, to the address to which LPG is to be supplied. Customer/Landlord understands that by giving this authorisation and consent, the tenant will have complete access to the account and all the data Calor has regarding the account. This authorisation and consent will not in any way alter the terms of my agreement with Calor Teoranta.

Tenant's Name(s)	

Customer/Landlord further authorises the following agency to provide Calor with information about new tenant(s) and/or changing any of the above information and authorises Calor to act on that information.

Agency Name		
Agency Address		
Contact Name		
Phone		Mobile
Email		

Multiple authorisation and Consent: By default, this authorisation and consent is to include all future requests to change the tenant name, C/O the customer/landlord at the address to which LPG is to be supplied, howsoever communicated by me or the authorised agency.

or

Single authorisation and Consent: This authorisation and consent form is for the above tenant(s) only. Customer/Landlord must sign a separate authorisation and consent form for each new tenant. Please tick the box if you want this to be a single authorisation and consent.