

**SCHEDULE 1 (CURRENT PRICE OF LPG AS AT DATE OF AGREEMENT)**

	€	V.A.T.	TOTAL
Price per cubic metre Please note this price is subject to change in accordance with Clause 2. Any changes will be notified to the customer in advance.			

**SCHEDULE 2 (SECURITY DEPOSIT AND DAILY STANDING CHARGE)**

	€	V.A.T.	TOTAL
Security Deposit			
Daily Standing Charge as at the Date of Agreement Please note this charge is subject to change in accordance with Clause 2. Any changes will be notified to the customer.			

**SCHEDULE 3 (METER READING AS OF THE DATE OF SIGNING)**

**METER READING:** Applicable for **change of customer** only

Please enter all eight numbers, one digit per square

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Date of meter reading: \_\_\_\_\_

**OWNER**

**TENANT**

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

Name in Capitals: \_\_\_\_\_

Name in Capitals: \_\_\_\_\_

**CONFIRMATION**

I warrant that I am the tenant of the Address. I confirm that I have read the contents of this Agreement and I understand the terms, conditions and undertakings herein. Further, I am aware that I may seek appropriate legal advice before signing.

**Signed for and on behalf of the Company**

**Signed for and on behalf of the Customer**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(IN CAPITALS)

Name \_\_\_\_\_  
(IN CAPITALS)

Title \_\_\_\_\_

Title \_\_\_\_\_

**Witness**

**Witness**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(IN CAPITALS)

Name \_\_\_\_\_  
(IN CAPITALS)

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For Office Use Only**

ACCOUNT NO.	SHIP TO ACCOUNT NO.	PC	S	SS	MA	SA	TYPE
							16
CHANGE OF TENANT	PREVIOUS ACCOUNT NO.	RENEWAL					REVIEWED
Y/N		Y/N					



**CALOR**

**AGREEMENT FOR SUPPLY OF LIQUEFIED PETROLEUM GAS ("LPG")**

*(This Agreement form applies to metered supply for tenants – See 4.1)*

**IMPORTANT – You must complete and return this Agreement within 14 days from \_\_\_\_/\_\_\_\_/\_\_\_\_ with the security deposit to ensure continuity of your metered gas supply**

This Agreement is made on  day of   between, Calor Teoranta, trading as Calor Gas and Calor Kosangas, having its registered office at Long Mile Road, Dublin 12.

Tel. No: (01) 450 5000, 450 7022. Fax: (01) 450 6070. E-mail: info@calorgas.ie

After Hours and Emergency Service Tel: (01) 269 4800. (hereinafter called the "Company") AND

<b>Tenant(s):</b> First Name (Mr./Mrs/Ms)	Middle Name	Surname
Address (to which LPG is to be supplied):		
Tel:	E-mail:	
Correspondence Address (if different):		
Tel:		

(Hereinafter called the "Customer").

**IT IS HEREBY AGREED** that the Company shall sell to the Customer and the Customer shall purchase from the Company the Customer's total requirements of LPG for use at the above address (to which LPG is to be supplied), hereinafter called "**Address**", for a period set forth in Clause 1, subject to the following terms, conditions and undertakings

In this Agreement the term "**Gas System**" means the LPG storage vessels together with their associated fittings and the distribution system (mains pipe network, service pipes, meters and associated equipment), which are upstream of the meter outlet and are the property of the Company. The Gas System also includes installation pipework, associated fittings, control equipment and appliances (for example, cookers, heaters and other items) that are connected downstream of the meter outlet, none of which are the property of the company and all of which are the exclusive responsibility of the Customer, who shall be solely responsible for the installation, care and maintenance thereof, and for which the Company has no responsibility.

**1 PERIOD OF AGREEMENT AND TERMINATION:**

- 1.1** This Agreement shall become effective from the date first herein written and, in relation to the supply of LPG, shall remain in force for a period of two (2) years.
- 1.2** On permanent vacation of the Address by the Customer (proof of which verifiable by the Company shall be provided by the Customer) fourteen (14) days notice to terminate this Agreement shall be given in writing by the Customer in accordance with Clause 8. However in relation to the ownership of the LPG storage vessels, their associated fittings and the distribution system which are the property of the Company, the relevant undertakings of this Agreement shall remain in force until the Company is satisfied that all obligations by the Customer under this Agreement have been fulfilled.
- 1.3** Unless terminated in accordance with Clause 1.2 this Agreement shall remain binding on the Customer. The Customer shall remain liable for all LPG used at the Address prior to the termination of this Agreement in accordance with Clause 1.2 and all property of the Company, notwithstanding that the address may be occupied by someone other than the Customer. The Customer's liability to pay for all LPG that was used at the Address and liability for the property of the Company at the Address shall survive termination of this Agreement until all outstanding amounts and invoices have been paid in full to the Company, the Company has been given access to read the meter for the Address and the Company is satisfied that all obligations by the Customer under this Agreement have been fulfilled.

- 2 **CHARGES:**
- 2.1 The current price of LPG supplied by the Company is as set forth in Schedule 1 hereto.
- 2.2 The current annual charge for the provision and maintenance of the Gas System (that is upstream of the meter outlet and associated costs) (the “Annual Charge”) is set out in Schedule 2 hereto.
- 2.3 The Company may adjust the price of LPG supplied by the Company to take account of market conditions, the cost of LPG to the Company, wages, transport costs, any other overheads incurred or to be incurred by the Company and also any duties, levies, taxes or charges of any description imposed or to be imposed upon the Company. Any adjustment in the price of LPG supplied by the Company shall be notified to the Customer in advance.
- 2.4 The Company may adjust the Annual Charge to take account of market conditions, gas storage and distribution costs, changes to the costs of providing and maintaining the Gas System that is upstream of the meter outlet, wages, transport costs, any other overheads or operating costs incurred or to be incurred by the Company and also any duties, levies, taxes or charges of any description imposed or to be imposed upon the Company. Any adjustment will take effect following notice thereof to the Customer. The Company also reserves the right to adjust the Annual Charges if any changes in costs are incurred arising from changes in Irish Standards and Codes of Practice, laws or regulations or any other applicable guidelines or codes relating to the periodic maintenance and service of tanks or cylinders.
- 2.5 The Annual Charge may be calculated on a daily basis and billed on each LPG consumption invoice.
- 2.6 A security deposit, the amount of which is set out at Schedule 2 hereto, shall become due and payable by the Customer upon signing this Agreement and must be remitted to the Company by the Customer when returning the signed Agreement. The Company may use the security deposit to discharge any outstanding amounts and invoices. If not used in this way, the security deposit will be refunded (or partially refunded, if partially used) to the Customer upon termination of the Agreement, provided that all outstanding amounts and invoices have been paid in full by the Customer.

- 3 **COMPANY UNDERTAKINGS:**
- 3.1 The Company undertakes;
- 3.1.1 to provide and maintain LPG storage, meter, valving, regulatory equipment and piping to the meter;
- 3.1.2 to use reasonable 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 outside its reasonable control;
- 3.1.3 to use reasonable endeavours to arrange that service facilities for the Gas System are available; and
- 3.1.4 to maintain an “In Emergency” service on a 24 hour basis to deal with a leakage of LPG which could cause danger.

- 4 **CUSTOMER UNDERTAKINGS:**
- 4.1 The Customer hereby agrees and undertakes;
- 4.1.1 to purchase the total requirements of LPG for the Address from the Company for the duration of this Agreement;
- 4.1.2 to pay for LPG used within 10 days of the date of invoice. Such use shall be measured according to the meter reading or according to the Company’s estimate of use. The Company will estimate the use until an actual meter reading is established;
- 4.1.3 to pay the initial Annual Charge and 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;
- 4.1.4 to pay for any LPG which is not registered on the meter for whatever reason according to the Company’s estimate of consumption;
- 4.1.5 to grant to the Company, free of charge, all necessary rights of way, easements, access and egress at all reasonable times and at any time in an emergency to the Gas System upstream of the meter outlet for the purposes of:
- (a) maintaining the safety of the Gas System upstream of the meter outlet,
- (b) installing, servicing, maintaining, repairing, replacement or removal of any or all of the components of the Gas System upstream of the meter outlet, and
- (c) reading the meter.
- In respect of 4.1.5(a) to 4.1.5(c) above and in an emergency situation, no notice shall be required to be given to the Customer;
- 4.1.6 to be responsible for the safe custody of the property of the Company at and around the Address and to compensate and/or indemnify the Company for all damage to the property of the Company not occasioned by fair wear and tear, including the costs of removal and replacement of the damaged property of the Company, if any;

- 4.1.7 to ensure that appliances, equipment, fittings and pipework in the Gas System which are the responsibility of the Customer downstream of the point of delivery (meter outlet) are certified for use with LPG, and are properly installed by competent persons;
- 4.1.8 to ensure that the Gas System downstream of the point of delivery (meter outlet) is properly maintained and to ensure that only competent persons are employed in its installation, maintenance and operation;
- 4.1.9 in the interest of safety, not to commence using the Gas System until the Customer has made reasonable enquiries and has ascertained that the Gas System has been commissioned to conform with the requirements of Irish Standard 813 (2002) and any amendments thereto and a copy of the Declaration of Conformity has been provided to the Company;
- 4.1.10 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;
- 4.1.11 to comply with the operating instructions, safety recommendations and with relevant directives, statutory provisions and associated Irish Standards and Codes of Practice, which are available from the relevant manufacturers, suppliers or distributors or from the National Standards Authority of Ireland (www.nsai.ie). Guidance on this matter may be sought from the Company; and
- 4.1.12 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 - isolation valve at the meter 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 are complied with when the LPG supply is restored.

- 5 **DISCONNECTION OF LPG:**
- 5.1 The Company shall have the right to enter the Address and to disconnect the supply of LPG to the Address and remove the Company’s property in the following circumstances:
- 5.1.1 in the interest of safety or in the event of an emergency;
- 5.1.2 in the event this Agreement is not completed and returned to the Company with the security deposit within fourteen (14) days of the date specified at the top of this Agreement;
- 5.1.3 in the event of any payment due by the Customer under this Agreement becoming overdue and following advance notification of disconnection by the Company;
- 5.1.4 if we are required to do so by law;
- 5.1.5 in the event of the Customer failing to observe any of the terms, conditions and undertakings of this Agreement; or
- 5.1.6 on the termination of this Agreement;
- This clause shall survive termination of this Agreement until the disconnection and/or removal has been made.

- 6 **OWNERSHIP**
- Any tank, cylinder, meter, pipework and other fittings and equipment upstream of the point of delivery (meter outlet) and also 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, novate or sublicense its rights and obligations under this Agreement without obtaining consent from the Customer.

- 8 **NOTICE/COMMUNICATION:**
- 8.1 Any notice or other communication required to be given hereunder shall be in writing and 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 telefax to such 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 telefax - at the time of termination of the telefax transmission;

- 9 **LIMITATION OF LIABILITY:**
- 9.1 The Company will not be liable under this Agreement under the law of tort (including negligence), contract or otherwise for any loss of profits, loss of revenue, business, contracts, or economic loss or for any indirect damages and/or losses, consequential damages and/or losses including but not limited to predicted or anticipated savings or profits. Save as set out in Clause 9.2, Calor’s maximum aggregate liability under or in connection with this Agreement for all claims shall be limited to the lower of (i) the amount paid by the Customer to the Company in connection with this Agreement; or (ii) the sum of two thousand euro (€2,000).
- 9.2 Nothing in this Agreement will exclude or restrict the Customer’s or the Company’s liability for fraud or for death or personal injury resulting from the Customer’s or the Company’s negligence.

- 10 **WAIVER**
- No forbearance, indulgence or relaxation by the Company in enforcing the terms of this Agreement shall in any way affect 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 valid and in full force and effect.

- 12 **APPLICABLE LAW**
- This Agreement shall in all respects be read, construed and enforced in accordance with the laws of Ireland and the parties hereto agree to submit to the exclusive jurisdiction of the Irish Courts to hear and decide any suit, action or proceedings and to settle any disputes which may arise out of or are in connection with this Agreement, and, for these purposes, irrevocably submits to the jurisdiction of the Courts of Ireland.

- 13 **DATA PROTECTION**
- 13.1 Any personal data the Company may collect and use about you will be treated in accordance with the Data Protection Acts 1988 and 2003. We will need to collect certain data about you, for example, in order to manage and administer your account with us, 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. In certain circumstances it will be necessary to give your personal information to our agents to enable them 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 Company related companies and may be given to regulatory authorities or as required by law. You hereby acknowledge and agree that your personal data may be used by the Company in the manner set out above.
- 13.2 You agree that we or our agents may search the files of credit agencies or bureaus who may record the search on your file.
- 13.3 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 1850 812 450, by writing to Customer Service Department, Calor Gas, Long Mile Road, Dublin 12 or by email to info@calorgas.ie.
- 13.4 We may record phone calls to us and our agents for training and quality management purposes.
- 13.5 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.
- 13.6 By signing this Agreement you are consenting to your information being collected, processed and used as outlined above or otherwise as may be necessary.

- 14 **Force Majeure**
- 14.1 The Company shall not be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including, but not limited to, fires, strikes insurrection or riots, failure or shortage of supplies, requests from the Government or any competent authority, embargoes or delays in transportation or regulations of any civil or military authority (“Event of Force Majeure”).
- 14.2 If the Event of Force Majeure shall continue for more than 30 days the Company shall be entitled to terminate the Agreement at any time thereafter by notice in writing. The Company shall not have any liability to the Customer in respect of the termination of this Agreement as a result of an Event of Force Majeure.