

## Terms & Conditions

### **Wright Engineering Gas Ltd: Terms & Conditions**

#### 1. THESE TERMS

**What these terms cover** . These are the terms and conditions on which we supply products to you.

**Why you should read them** . Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

**Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

You are an individual.

You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

**If you are a business customer this is our entire agreement with you** . If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**Who we are** . We are Wright Engineering Gas Ltd (trading as *Wrightlpgas.com*), a company registered in England and Wales. Our company registration number is 11863122 and our registered office is at Glenthorne, Mendlesham Green, Mendlesham Suffolk. IP14 5RQ. Our registered VAT number is [316 9831 81](tel:316983181) .

**How to contact us** . You can contact us by telephoning our customer service team at 07936441091 (9.00am to 5.00pm Monday to Friday other than Public Holidays in England) or by writing to us at [sales@wrightlpgas.com](mailto:sales@wrightlpgas.com) or Wright Engineering Gas Ltd, Glenthorne, Mendlesham Green, Mendlesham, Suffolk. IP14 5RQ

**How we may contact you** . If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**"Writing" includes emails** . When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. OUR CONTRACT WITH YOU

**How we will accept your order** . Our acceptance of your order will take place

when we email you to accept it, at which point a contract will come into existence between you and us.

**If we cannot accept your order** . If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

**Your order number** . We will assign an order number and account number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**We only sell to the UK mainland (excluding the Scottish Highlands)** . Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses:-  
outside the UK (including Eire, Isle of Man and Channel Islands); or  
outside mainland UK (namely the Highlands & islands of Scotland, the Isles of Scilly and Northern Ireland).

#### 4. OUR PRODUCTS

**Products may vary slightly from their pictures** . The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those depicted on our website.

**Product packaging may vary** . The packaging of the product may vary from any packaging shown in images on our website.

#### 5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 6. OUR RIGHTS TO MAKE CHANGES

**Minor changes to the products** . We may change the products we sell: to reflect changes in relevant laws and regulatory requirements (for example any changes that may be required by our suppliers to comply with legislation applicable to the supply and delivery of LPG cylinders); and to implement minor technical adjustments and improvements to the products we supply. These changes will not affect your use of the product.

#### 7. PROVIDING THE PRODUCTS

**Delivery costs** . The costs of delivery will be as displayed to you on our website.

**When we will provide the products** . During the order process we will let you know when we will provide the products to you.

**If the products are goods** . If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. Our standard delivery timescale is within 5 (five) working days from the order being accepted by us. This allows us to route together our customers' orders, in order to deliver in the most economical and environmentally friendly way possible. If you have a more urgent requirement, please contact us and we will do our best to help.

In times of very high demand, or because of events outside our control as set out in clause 7.3, we may need to adjust our estimated delivery dates and standard delivery timescales.

**We are not responsible for delays outside our control** . If our supply of the products is delayed by an event outside our control (such as extreme weather or fuel supply shortages) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**Collection by you not permitted** . Please note that we do not have procedures in place/facilities for you to collect any products from our premises.

**If you are not at home when the product is delivered** . If no one is available at your address to take delivery, we will:-

if you have specified in your order form for a delivery to be made on an unattended basis, leave the products at the location specified.

Because of the nature of our products, we reserve the right (through the delivery driver)

not to make a delivery if it appears in his or her discretion unsafe to do so. If you have not

received the product(s) ordered within 5 (five) working days of placing your order, please

call our customer services on 01449 766701 or email us at sales@wrightlpgas.com for an

update: in certain circumstances, for example, the delivery driver may have been unable

to provide a note as described above if they were unable to leave their vehicle unattended

at the time of estimated delivery.

**If you do not re-arrange delivery** . If, after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you

for storage costs and any further delivery costs. If, despite our reasonable efforts, we

are unable to contact you or re-arrange delivery or collection, we may end the contract and clause 2 will apply.

**When you become responsible for the goods** . A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

**When you own goods** . You own a product once we have received payment for it in

full. In relation to all gas cylinders however, please see clause 8, as different terms apply.

**Reasons we may suspend the supply of products to you** . We may have to suspend the supply of a product to:

deal with technical problems;

make changes to products to reflect changes in relevant laws and regulatory requirements;

make changes to the product as requested by you or notified by us to you (see clause 6).

**We may also suspend supply of the products if you do not pay** . If you do not pay us for the products when you are supposed to (see clause 4) and you still do not

make payment within 7 (seven) days of us reminding you that payment is due, we

may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

We will not suspend the products where you dispute the unpaid invoice (see clause

16.7). We will not charge you for the products during the period for which they are

suspended. As well as suspending the products we can also charge you interest on

your overdue payments (see clause 16.6).

## 8. Gas cylinders

Please note that in relation to the purchase of any gas product, you will never own the gas cylinder in which the gas is contained, but only the contents. Ownership of the cylinder will at all times remain with our relevant supplier (for example, Progas).

You are liable for the safe storage and use of cylinders and for the safety of any related equipment you use with a cylinder. Although we are not obliged to do so, we may for your safety inspect or test cylinders and any fittings used with them at any time and remove and replace a cylinder if it is defective (or for any other reason). In any case of damage to a cylinder, we may repossess immediately that cylinder and by making a purchase of a gas product you irrevocably authorise us or our agent to enter onto your property for these purposes and in the event that our contract with you is terminated.

**Damage to cylinders and cylinder Hires** . Because we own the cylinders, we need to replace them if there is any damage to those cylinders. As a result, we will need to charge you for any damage caused to cylinders whilst in

your possession. The cost of replacing a propane cylinder is £125 (One Hundred and Twenty Five Pounds)

plus value added tax at the current rate. The cost of replacing a butane cylinder

is £40 (forty pounds) plus value added tax at the current rate. We will invoice you for any such damage incurred. We reserve the

right to update these amounts if the costs to us increase.

## **Cylinder Hire Agreements.**

Cylinder Hire agreements are issued when you require new cylinders from us. We will charge you a cylinder hire charge. This is a non refundable fee as you are renting the cylinders from us. The cylinder hire charges are not a deposit and monies will not be returned.

## **The Cylinder Hire Agreement is as follows:-**

### **Basis of Contract**

These General Terms together with the Schedule ("**Agreement**") shall govern the supply of Gas in Cylinders by Wright Engineering Gas Ltd ("**we**", "**us**", or "**our**") to the purchaser of Gas specified in the Schedule ("**you**" or "**your**") to

the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

This Agreement shall supersede any earlier agreement made between you and us for the supply of Gas in Cylinders.

You shall purchase your total requirement of Gas in respect of the Customer Premises from us during the term of this Agreement.

Your acknowledge that in entering into this Agreement you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this Agreement.

### **Definitions**

"**Affiliate**" means a party's ultimate parent entity and any entity which the party or its ultimate parent entity directly or indirectly controls. For this purpose:

(i) the ultimate parent entity of Wright Engineering Gas Ltd is Wright Engineering Gas Ltd (a company with its registered office at Glenthorne, Mendlesham Green, Mendlesham. IP145RQ registration number 11863122); and

(ii) for your purposes, your ultimate parent entity is an entity which directly controls you by ownership of fifty per cent or more of the voting rights attached to your issued share capital; or

(iii) an entity which indirectly controls you by way of a series of entities which can be specified, beginning with the first entity and ending with the you, so related that each entity of the series (except the ultimate controlling entity) is directly controlled by one or more of the entities earlier in the series.

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for ordinary banking business in London;

"**Customer Premises**" or "**Premises**" means the your premises specified in the Schedule to which the Gas and Cylinders are to be delivered;

"**Cylinders**" means the containers in which Gas is delivered to you, including valves, regulators and other ancillary equipment (whether or not bearing our branding or trademarks) supplied to you under this Agreement as detailed in the Schedule;

"**Effective Date**" means the effective date of this Agreement specified in the Schedule;

"**Gas**" means propane and butane liquefied petroleum gases as supplied by us to you under the terms of this Agreement;

"**Holding Stock**" means the maximum allowable number of each type or size of Cylinder that you are entitled to hold at the Customer Premises as may be adjusted by us from time to time;

"**Minimum Initial Period**" means the period following the Effective Date during which we agree to supply and the you agree to purchase Gas in Cylinders as set out in the Schedule;

"**Order**" means an order from you to us for a quantity of Gas in Cylinders;

"**Pro Forma Supply**" means the process by which Gas will only be supplied by us when you have pre-paid in advance for delivery;

"**Schedule**" means the schedule attached to these terms and conditions

### **Commencement & Duration**

This Agreement shall commence on the Effective Date and shall remain in force for the Minimum Initial Period after which

it shall continue unless and until terminated at any time by either party giving to the other at least 30 days written notice, such notice to expire no sooner than the expiration of the Minimum Initial Period, except where terminated in accordance with clause 11.

### **Ordering & Delivery**

You shall be responsible for placing Orders.

Where the agreed Holding Stock level at a Premises is reached you agree that Cylinders shall be supplied on a one for

one basis, whereby for every Cylinder delivered a Cylinder of equivalent type and size shall be collected. In the event that regular deliveries to a Customer Premises (occurring with weekly, monthly or such other frequency as the parties might agree) are agreed, you agree that we may deliver to those Premises at any time on the agreed date.

You agree to notify us in writing of any variations in your usage of Gas in order that we can assess whether to alter Gas delivery and/or Holding Stock requirements.

You shall place Orders by either telephone or email.

We shall use our reasonable endeavours to fulfil all Orders. We shall confirm to you as soon as reasonably practicable after you have placed the Order whether we accept the Order and will provide details of a delivery period or time of delivery.

Deliveries will generally be made within normal working hours but where it is expedient we may choose to deliver to the

Customer's Premises outside of normal working hours. Time for delivery shall not be of the essence and you acknowledge that any time or date quoted by us for delivery is an estimate only and we shall not be liable for any failure to meet any such estimate or for non-delivery.

We reserve the right to refuse an Order placed by you at any time.

Delivery of the Gas and Cylinders shall be completed on the unloading of the Gas and Cylinders at the Customer Premises.

We reserve the right to make additional charges:

for emergency deliveries (being urgent deliveries required by you because of your default, acts or omissions); or in the event of any non or aborted delivery due to your default or at your request; or

in the event that our delivery vehicles are unreasonably delayed or prevented from making deliveries due to any default,

act or omission by you.

You shall ensure safe and convenient access to the Customer Premises for the delivery/collection of Cylinders.

We reserve the right to refuse to deliver at Premises or over public or private roadways or waterways or any other premises that we reasonably consider unsafe.

We will provide an invoice in respect of each Gas and Cylinder delivery which shall be deemed proof of the quantity of Cylinders/Gas delivered. In the absence of any evidence to the contrary or obvious error we shall not consider any claim for wrongful measurement of the quantity of Cylinders or Gas. In the event that you or one of your representatives is not present at the time of delivery this clause 4.13 shall still apply.

You shall ensure that all persons (other than our employees, agents or sub-contractors) concerned with the operation, handling and use of Gas and Cylinders at the Customer Premises are aware of its properties and take all reasonable precautions in connection with the storage, handling and use of the same.

## **Title and Risk**

Ownership and title to the Gas will not pass to you until you have paid for the Gas and all other sums due and owing from

you to us on any account in full. Until such time, we, or our duly authorised representatives, will be entitled to recover and/or resell the Gas or any part thereof and may enter upon the Customer Premises (on reasonable notice) for that purpose.

The Cylinders shall at all times remain our property and you shall not in any manner whatsoever hold yourself out to be

the owner of the Cylinders nor deny title thereto to us, nor shall you sell, lend, rent, dispose or part with possession of the Cylinders except in accordance with our express written instructions or prior consent.

You agrees to treat the Cylinders with due care and shall follow all applicable, statutes, regulations and codes of practice

for their safe use and storage.

Risk in the Gas and the Cylinders and any associated or ancillary equipment shall pass to you at the point of delivery in accordance with clause 4.9.

Where a Cylinder is lost, damaged, or unreturned you agree to pay to us the replacement value of the Cylinder. For the avoidance of doubt if at any time you do not have in your possession or control the number of Cylinders delivered to you (less Cylinders returned) we may treat the shortfall as lost unless you can prove otherwise.

We do not refund any gas left in cylinders when we pick up returned cylinders.

## **Specification & Quality**

Gas supplied under this Agreement at any particular time shall, unless otherwise agreed, conform to the requirements for commercial quality of that grade in the edition of BS 4250 current at that time.

Cylinders supplied under this Agreement are suitable for conveying and holding the Gas and will comply with any

statutory or mandatory requirements in respect of periodic testing.

It is for you to satisfy yourself that the Cylinders and Gas are suitable for the purpose for which you intend to use them.

In the event that gas provided by anyone other than us is co-mingled with Gas all warranties concerning the quality or specification of the Gas shall be null and void.

### **Charges & Payment**

You shall pay on receipt of an appropriate invoice from us:

the price for Gas supplied in Cylinders, charged at the price in force at the time of delivery (the applicable prices for each

Cylinder size at the Effective Date are set out in the Schedule); and

in the event of us supplying you with ancillary equipment e.g. change over valve, the Standing charges in force.

We shall be entitled to vary the price of Gas supplied in Cylinders from time to time and we shall notify you either orally

or in writing of any variation in the Gas price.

We shall be entitled to vary any hire and maintenance charges from time to time in line with the prevailing UK retail price

index and shall notify you either orally or in writing, of any variation in the hire and maintenance charges. .

You shall advise us in writing of any change in your Gas usage, of any extra appliances installed that were not provided for

in this Agreement or of any existing appliances removed that were provided for in this Agreement, in order that we may review your delivery requirements.

In the event that your Gas usage differs from, or in our reasonable opinion it is expected to differ from, estimated, forecast or previous usage, as applicable, we reserve the right to vary the Gas price and/or the hire and maintenance charges, in addition to any variations made under clauses 7.2 or 7.3.

Payment shall be made by BACS transfer or any other method as agreed between us and you on or before the date set out in the Schedule. Time for payment shall be of the essence.

In the event of non-payment of any of the sums under clause 7.1 on the due date, we shall be entitled: -

to payment of interest on the amount outstanding from the due date until payment is made in full at 2% per annum above the Bank of England base rate from time to time;

to payment of compensation for debt recovery costs in accordance with applicable law;

to set off any amounts payable under this Agreement against any amounts that may be payable to the you or your Affiliates under any other contract between you or your Affiliates and us; and/or

to withhold further delivery of Gas.

If you dispute any invoice in whole or in part you shall:

notify us in writing, including by email, no later than 5 Business Days after your receipt of the invoice after which time you

shall not be entitled to dispute the invoice, except in the case of manifest error;

pay any part of an invoice not being disputed in accordance with clause 7.1; and

on settlement of the disputed amount ("**Resolved Amount**") pay any Resolved Amount without delay and in any event

within 14 days of settlement.

Unless agreed otherwise in writing all charges payable by you under this Agreement shall be stated exclusive of any VAT

and any other similar taxes or duties.

We shall charge and you shall pay any VAT and other similar taxes or duties in force at the time of supply.

### **Personal Data**

1. If you provide personal data to us under this Agreement, Wright Engineering Gas Ltd will be the data controller.

2. We will process your personal data in line with our privacy notice which we may update from time to time. A copy of our privacy notice is available on request.

3. Our privacy notice sets out:

1. where we might get your personal data from;

2. why we need your personal data;

3. what we may do with your personal data (including who may process it on our behalf);

4. how long we might keep your personal data for; and

5. your rights in relation to your personal data.

## **Credit Checking**

We may carry out a credit check when agreeing a new agreement with you so as to assess your ability to pay for the Gas

being delivered to the Customer Premises.

In relation to monitoring, the payment terms set out in your clause 7 or in the Schedule (in case of conflict between the

Schedule and clause 7 in respect of payment terms, the terms contained in the Schedule shall prevail) are based on our assessment of your credit worthiness at the date of our acceptance of this Agreement. We may therefore continuously monitor your creditworthiness during this Agreement to ensure those payment terms are still appropriate. We may also check your credit status when supplying Gas to additional Customer Premises or changing your payment method.

If there is a change of control of your business this may affect your credit worthiness. You must notify us within 10 Business Days where there is a change of control.

## **Liabilities & Indemnities**

We shall not be liable for losses arising out of or in connection with this Agreement which are related to any part of your

business (such as loss of actual or anticipated profits, loss of revenue, loss of opportunity, loss of business, loss of goodwill or reputation, increased business costs and expenses, loss of production or business interruption) in each case whether direct or indirect.

We shall not be liable to you for any damage to property occurring during delivery and/or removal of Cylinders from the

Customer Premises, neither shall we be liable to you for any damage which occurs as a result of us discharging our obligations under this Agreement in accordance with your instructions, guidance or advice, except in the case where such damage is a result of our negligence.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section

12 of the Sale of Goods Act 1979) in respect of the Gas and Cylinders are, to the fullest extent permitted by law, excluded from this Agreement.

Neither party excludes nor limits liability for fraud or for death or personal injury arising from its negligence or any liability

to the extent the same may not be excluded or limited as a matter of law.

You acknowledge that you shall have no remedy in respect of any circumstance set out in clause 1.3, except in the case of

fraud. You will not have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties with respect to all the matters

which are referred to in this Agreement.

Our maximum aggregate liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall be limited to £250,000 in respect of any one incident or series of connected incidents.

Each party will maintain in full force and effect during the whole period of this Agreement all insurance policies as required by law and to cover its liabilities under this Agreement, and at the request of the other party shall produce evidence of such insurance together with the latest premium paid for inspection.

## **Suspension & Termination**

We may terminate this Agreement immediately if you fail to make any payments due under clause 7 of this Agreement,

or where you commit any material breach of any of your obligations and you do not remedy such breach within 14 days of written notice to do so, or you cease business, commit an act of bankruptcy or are subject to any other insolvency-type event or have a receiving order made against you or you enter into any arrangement with your creditors or you suffer any distress or execution to be levied upon your goods.

You may terminate this Agreement immediately if we commit any material breach of any of our obligations and do not remedy such breach within 14 days of written notice to do so, or cease business, or commit an act of insolvency or have a receiving order made against us or we enter into any arrangement with our creditors or suffer any distress or execution to be levied upon our assets.

This Agreement shall terminate in any event if you vacate the Customer Premises and the remaining provisions of this clause 11 will apply.

We may terminate this Agreement immediately if, in our reasonable opinion, the results of a credit check conducted



under clause 9.1 of this Agreement indicate that you may be unable to comply with your payment obligations under this Agreement or any other agreement entered into between the you and us.

On termination of this Agreement however occasioned, you shall forthwith pay all sums due under this Agreement including interest if any and allow us or our representatives unrestricted vehicular and pedestrian access on and over the Customer Premises for the retrieval of the Cylinders.

### **Confidentiality & Conduct**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or its Affiliates, except as permitted by clause 12.2. For the purposes of this Agreement "**Confidential Information**" means any technical or commercial knowhow, specifications, inventions, processes or initiatives of a party which are disclosed by that party, its employees, agents, or subcontractors ("**Disclosing Party**") to the other party which are of a confidential nature and any other confidential information concerning the Disclosing Party's business, affairs, customers, clients, suppliers, products or its services.

Each party may disclose the other party's Confidential Information:

to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 12; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

Neither party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities commission), any court or other authority of competent jurisdiction.

Neither party shall use or refer to the other party's trademarks, brand names or marketing insignia except with the prior

written consent of and in accordance with such directions as may be given by that other party.

Both parties shall comply with the laws of the U.K including the Bribery Act 2010. The parties shall promptly report to the

other any violation or suspected violation of this clause 12.6.

### **Delay or suspension of delivery**

We shall be entitled to delay or suspend the delivery of Gas in the event of any circumstances which have not been caused by us and are beyond our reasonable control including, but not limited to, severe weather conditions, industrial disputes, acts of god and any discontinuance whether total or partial permanent or temporary of any of our or our suppliers' sources, or contemplated sources, of Gas under this Agreement, or the means of delivery of Gas. We shall take reasonable steps to minimise the effect of such circumstances and to resume delivery of Gas as soon as is reasonably practicable (without incurring additional costs). If deliveries remain suspended for more than 30 consecutive days, you may terminate this Agreement by giving written notice to us.

### **Assignment and Subcontracting**

You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under this Agreement without our prior written consent, such consent not to be unreasonably withheld.

We may assign, transfer, charge or sub-contract any of our rights under this Agreement and/or subcontract any of our obligations to any Affiliate at any time without your prior written consent.

### **Amendments and Variations**

We may change (including removing or adding to) the terms of this Agreement unilaterally where the change is: to reflect a change in industry practice or legal or regulatory requirements or recommendations, including the adoption of

a voluntary code of practice;

to provide for the introduction of new or improved systems, methods of operation, services or facilities or the further development of existing ones;

to make them clearer or more favourable to you;

to rectify any genuine mistake;

necessary for the introduction of new features or services which may be of benefit to you or for the development of existing services; or

to reflect changes to our structure or the structure of our Affiliates.

We shall give you at least 30 days' notice before making a change under clause 15.1, unless it is to your advantage, in which case we may make the alteration immediately and advise you of it within 30 days of such change.

We shall advise you of any changes by post, email or on either an invoice or statement. Save for changes of the types listed in clause 15.1 no variation or amendment to this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by a duly authorised representative of both parties.

Notices under this Agreement shall be in writing and shall be sent to the relevant party's registered address. Notices shall be sent either by first class pre-paid post in which case it shall be deemed to have been given 2 Business Days after the date of posting; or personally delivered in which case it shall be deemed to have been given upon delivery at the relevant address; or sent by facsimile in which case it shall be deemed to have been given when despatched, but shall only be effective if its uninterrupted transmission can be confirmed by a transmission report of sender; or if from or to any place outside the United Kingdom, sent by courier in which case it shall be deemed to have been given 2 Business Days after delivery to the courier.

### **General**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales where the delivery

location is in England and Wales and by the laws of Scotland where the delivery location is in Scotland.

If for any reason any clause of this Agreement (or any part thereof) shall be held to be invalid or unenforceable, the remaining clauses (or part) shall continue to have full effect and the parties shall remain bound by those terms.

### **Interpretation**

This Appendix 1 contains additional terms and conditions for the supply of LPG in cylinders as set out under the Cylinder

LPG Supply Agreement between us, Wright Engineering Gas Ltd, and you the Customer.

In addition to the terms and conditions set forth in the cylinder LPG Supply Agreement you agree to comply at all times with the terms and conditions provided in this Appendix 1.

To the extent that there is a conflict between the terms and condition of the Cylinder LPG Supply Agreement and this Appendix 1, the terms and conditions of this Appendix 1 will take precedence.

Your attention is drawn to the terms and conditions of the Appendix 1 and clauses 4, 5, 7 & 11 of the Cylinder Agreement.

### **Definitions**

All cylinders shall be made available to Wright Engineering Gas Ltd for collection when an exchange order is placed. Where we have agreed to collect the cylinders you must make all cylinders accessible in one central position at the premises. In the event that you fail to comply with this condition you agree to pay Wright Engineering Gas Ltd the replacement value for each cylinder unaccounted for in accordance with clause 5.5 of this agreement.

### **Usage**

By entering into this agreement you undertake that:

The gas purchased under this agreement is for use by you, at the premises, and shall not be subject to any re-sale.

## 9.YOUR RIGHTS TO END THE CONTRACT

**You can always end your contract with us** . Your rights when you end the contract will depend on what you have bought, whether there is anything wrong

with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

**If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back).

**If you want to end the contract because of something we have done or have told you we are going to do** , please see clause 2;

**If you are a consumer and have just changed your mind about the product** , please see clauses 3 to 9.5 (inclusive). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

**In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)** , please see clause 6.

**Ending the contract because of something we have done or are going to**

**do** . If you are ending a contract for a reason set out at clauses 9.2.1 to 9.2.3 (inclusive), the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; or

there is a risk that supply of the products may be significantly delayed because of events outside our control; or

you have a legal right to end the contract because of something we have done wrong.

**Exercising your right to change your mind if you are a consumer**

**(Consumer Contracts Regulations 2013)** . If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**When consumers do not have a right to change their minds** . Your right as a consumer to change your mind does not apply in respect of any gas purchased in cylinders: we are unable to resell such products because, once these have been delivered, we can no longer verify for resale, the contents of a cylinder. We do however, as a goodwill gesture, offer to collect unused gas cylinders at a cost of £30 (thirty pounds) plus value added tax at the current rate per cylinder if you change your mind within 14 days after the day you (or someone you nominate) receives the gas cylinder(s).

**How long do consumers have to change their minds?** If you are a consumer you have 14 days after the day you (or someone you nominate) receives the goods.

**Ending the contract where we are not at fault and there is no right to**

**change your mind** . Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want

to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

#### 10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

**Tell us you want to end the contract** . To end the contract with us, please let us know by doing one of the following:

**Phone or email** . Call our customer services on 07936441091 or email us at [sales@wrightlpgas.com](mailto:sales@wrightlpgas.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

**By post** . Write to us at: Wright Engineering Gas Ltd, Glenthorne, Mendlesham Green, Mendlesham, Suffolk, IP14 5RQ, including details of what you bought, when you ordered or received it and your name and address.

**Returning products after ending the contract** . If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. Please call customer service on 07936441091 or email us at [sales@wrightlpgas.com](mailto:sales@wrightlpgas.com) to allow us to arrange collection. If you are a

consumer exercising your right to change your mind you must arrange within such 14 day period for us to collect them.

**When we will pay the costs of return** . We will pay the costs of return if: the products are faulty or misdescribed; or

you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to

change your mind) you must pay the costs of return.

**What we charge for collection** . If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. For all gas cylinder products, this is a fixed collection fee of £30 per cylinder plus value added tax at the current rate.

**How we will refund you** . If you are entitled to a refund under these terms we will refund you the price you paid for the products including any delivery costs, by the

method you used for payment. However, we may make deductions from the price,

as described below.

**When we may make deduction from refunds if you are a consumer exercising**

**your right to change your mind** . If you are exercising your right to change your mind:

We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. This includes any costs we incur as a result of any damage to the gas cylinders. If we refund you the

price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**When your refund will be made** . We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then if the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you.

For information about how to return a product to us, please see clause 2. In all other

cases, your refund will be made within 14 days of your telling us you have changed your mind

#### 11. OUR RIGHTS TO END THE CONTRACT

**We may end the contract if you break it** . We may end the contract for a product at any time by writing to you if:

you do not make any payment to us when it is due and you still do not make payment within 7 (seven) days of us reminding you that payment is due; or

you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, relevant information about the delivery location to enable us to deliver products when you are not in; or

you do not, within a reasonable time, allow us to deliver the products to you.

**You must compensate us if you break the contract** . If we end the contract in the situations set out in clause 1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**We may withdraw the product** . We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you

have paid in advance for products which will not be provided.

#### 12. IF THERE IS A PROBLEM WITH THE PRODUCT

**How to tell us about problems** . If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01449

766701 or write to us at: Wright Engineering Gas Ltd or email us at: sales@wrightlpgas.com

#### 13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal

rights.

**Your obligation to return rejected products** . If you wish to exercise your legal rights to reject products you must allow us to collect them from you. Please call customer services on 07936441091 or email us at [sales@wrightlpgas.com](mailto:sales@wrightlpgas.com) to arrange collection.

#### 14. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

If you are a business customer we warrant that on delivery, any products which are goods shall:

conform in all material respects with their description; and  
be free from material defects in design, material and workmanship.

Subject to clause 3, if:

you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 1;

we are given a reasonable opportunity of examining such product; and

you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund a percentage

price of the defective product.

We will not be liable for a product's failure to comply with the warranty in clause 1 if:

you make any further use of such product after giving a notice in accordance with clause 2.1;

the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there is none) good trade practice;

the defect arises as a result of us following any drawing, design or specification supplied by you;

you alter or repair the product without our written consent; or

the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

Except as provided in this clause 14, we shall have no liability to you in respect of a

product's failure to comply with the warranty set out in clause 1.

These terms shall apply to any repaired or replacement products supplied by us under clause 2.

#### 15. Improper use of any products

Certain products which we sell have the potential, if used incorrectly, to cause damage to property and to the health of humans and animals. Please read the guidance at <http://www.uklpg.org/advice-and-information/safety-advice> before using any of our gas products. If you have any questions at all, please contact us at: Telephone: 07936441091 // Email: [sales@wrightlpgas.com](mailto:sales@wrightlpgas.com).

Subject to clauses 13 and 14 (as such are applicable to you as a consumer or a business customer), on purchasing any of our products, you agree to indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by us arising out of or in connection with any misuse by you of the products supplied by us, including but not limited to any claims against us by third parties for damage they suffer as a result of your

misuse.

## 16. PRICE AND PAYMENT

**Where to find the price for the product** . The price of the product (which includes VAT – please see further at clause 16.2) will be the price indicated on the invoice when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 3 for what happens if we discover an error in the price of the product you order.

**We will pass on changes in the rate of VAT** . If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect. Please note that if you order 20 or more gas cylinders on a particular day, the applicable rate of VAT increases from 5% to 20% (as such VAT rates may be revised from time to time).

**What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be priced incorrectly. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**When you must pay and how you must pay** . You must pay for the products before we dispatch them.

We accept payment by the following methods:-

VISA (Commercial: charge, credit, pre-paid and business debit; Consumer: credit,

electron credit, debit); and

Mastercard (Commercial: charge, credit and business debit; Consumer: credit and debit).

**Our right of set-off if you are a business customer** . If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**We can charge interest if you pay late** . If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4%

(four per cent) a year above the Bank of England base rate from time to time.

This

interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us

interest together with any overdue amount.

**What to do if you think an invoice is wrong** . If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until

the

dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

#### 17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

***We are responsible to you for foreseeable loss and damage caused by us .***

If we fail to comply with these terms, we are responsible for loss or damage you

suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and

you knew it might happen, for example, if you discussed it with us during the sales process.

***We do not exclude or limit in any way our liability to you where it would be***

***unlawful to do so .*** This includes liability for (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; and (c) breach of your

legal rights in relation to the products as summarised at clause 1.

***When we are liable for damage to your property .*** If we are providing any services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

***We are not liable for business losses .*** If you are a consumer we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 18.

#### 18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

Nothing in these terms shall limit or exclude our liability for:

death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

fraud or fraudulent misrepresentation;

breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

defective products under the Consumer Protection Act 1987; or

any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Except to the extent expressly stated in clause 1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Subject to clause 1:

we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

our total liability to you for all other losses arising under or in connection



with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £25,000 (twenty five thousand pounds).

#### 19. HOW WE MAY USE YOUR PERSONAL INFORMATION

**How we will use your personal information** . We will use the personal information you provide to us:

to supply the products to you;

to process your payment for the products (but please note that we do not store any card details when you make online payment using a debit or credit card); and

if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

**We will only give your personal information to third parties where the law either requires or allows us to do so .**

#### 20. OTHER IMPORTANT TERMS

**We may transfer this agreement to someone else** . We may transfer our rights and obligations under these terms to another organisation. We will always

tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee)** . You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer the guarantee at clause 13.1 to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by seeing a contract of purchase.

**Nobody else has any rights under this contract (except someone you pass your guarantee on to)** . This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 2

in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**If a court finds part of this contract illegal, the rest will continue in force .**

Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later** . If

we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

**Which laws apply**