

Calor Cylinder Refill Agreement Terms & Conditions

In these conditions, "Company" means Calor Gas Limited, and "CALOR Outlet" means Calor Distribution Centres and/or Calor's authorised dealers, retailers, stockists or other supply points approved by the Company. "CALOR" is a registered trademark of Calor Gas Limited. "Refill Agreement Charge" and "User" are defined on the front-sheet on page 1, and "Cylinders" and "Gas" are defined in condition 1.

- Purpose of the Refill Agreement Charge:** In consideration for the Refill Agreement Charge, the Company agrees to refill the Calor Cylinder(s) ("Cylinder(s)") included in your order with supplies of CALOR gas ("Gas") during the currency of this agreement. The Company will fulfil its obligation to refill the Cylinder(s) by providing the User with pre-filled Cylinder(s) in exchange for the empty Cylinder(s) but reserves the right to refill Cylinder(s) by any other means. Cylinder(s) are subject to availability. Cylinder(s) can only be exchanged for similar replacement refill Cylinder(s) within the same category as the current Cylinder(s) in accordance with the Company's Cylinder Exchange Policy from time to time in force, otherwise a new agreement is required.
- Future supplies of Gas:** In entering into this agreement the User also understands that they will pay additional sums at the prevailing rate for the Gas contained in the Cylinder(s) and for all future supplies of Gas as and when the Cylinder(s) are refilled in accordance with Condition 1.
- Cylinder(s) remain the property of the Company at all times and may only be filled by the Company.** The Company makes the Cylinder(s) available to the User as a means of safely transporting and storing the Gas supplied. This agreement is not a rental agreement and it does not provide the User with title in the Cylinder. The User will not part with possession or control of the Cylinder(s) (other than to a CALOR outlet) nor claim to have any rights that conflict with this agreement, nor create or purport or attempt to create any agency or bailment in relation to the Cylinder(s) or to the User's obligations.
- Use of Cylinder(s):** Cylinder(s) may be used only as a container for Gas and may not be sold, exchanged (other than for the Purpose of this agreement), hired, assigned, transferred, mortgaged, lent, abandoned, nor damaged, defaced, decanted, filled or tampered with.
- The Company's rights over the Cylinder(s):** The User is liable for the safe storage and use of Cylinder(s) and the safety of any equipment used with them but the Company may inspect or test Cylinder(s) and any fittings used with them at any time and remove and replace Cylinder(s) if defective, or for any other reason, but without the Company being under any obligation to do so. In any case of wilful damage or breach of this agreement the Company may repossess Cylinder(s) immediately and the User by entering into this agreement irrevocably authorises the Company or their agent to enter on the User's property for these purposes and in that event this agreement is terminated. The Company may charge the User for loss of use of Cylinder(s), in the event of loss or damage to the Cylinder(s) but this charge shall not give the User any rights in the Cylinder(s). In that event, unless the Company, at its discretion, decides otherwise, the User will forfeit any rights or benefits conferred upon them by this agreement.
- Statutory Obligations:** The Company will comply with all statutory and appropriate Code of Practice requirements in respect of Cylinder(s) but this shall not mean that the Company has any obligation to maintain in good condition Cylinder(s) which are in the User's possession.
- Termination by the User:** This agreement remains in force for 50 years. The User may terminate this agreement by returning the Cylinder(s) in good order to a CALOR outlet nominated for this purpose and shall be entitled on presenting this agreement to a refund of a proportion of the Refill Agreement Charge as follows:

Number of years from date of this agreement within which a Cylinder is returned (and not exchanged for a replacement Cylinder).	1	2
Percentage of Refill Agreement Charge charged on this agreement which will be refunded:	50%	25%

All Cylinders remain the property of Calor and should be returned to a CALOR outlet when no longer required. Notwithstanding the table above, Calor may from time to time offer a discretionary payment for Cylinders returned after the 2-year period for up to a maximum of 5 Cylinders per annum. The User should contact their CALOR outlet for more information.

- Termination by the Company:** This agreement may be terminated by the Company in the event of any act of insolvency or breach of this agreement on the part of the User.
- Delivery:** Where Cylinder(s) are to be delivered to the User the Company may use an agent for this purpose.
- This agreement is governed by and construed in accordance with English Law.
- VAT** and other applicable taxes will be charged at the appropriate rate.