



TERMS & CONDITIONS AGREEMENT FOR LPG SUPPLY COMMERCIAL

1. Introduction

- 1.1. These are the terms and conditions for your LPG and LPG equipment supply provided by KIWIGAS 2021 Ltd.
- 1.2. The effective date of this Agreement is the delivery date of your first gas cylinder.
- 1.3. Definitions used: "Gas" means Liquefied Petroleum Gas, which complies with NZS 5435. "we", "us" or "our" has been used for KIWIGAS 2021 Ltd. "You" and "your" has been used for the customer or persons party to this Agreement.
- 1.4. Changes may be made to this agreement by Kiwigas 2021 Ltd at any time without notice (including prices and charges).

2. Rental of Equipment

- 2.1. KIWIGAS 2021 Ltd will rent to you the gas cylinders and any other equipment you require for the supply of Gas to your property ("the Equipment"). This Equipment will remain our property at all times and may not be sold, disposed of, rented, charged or otherwise transferred without our prior written consent.
- 2.2. You will keep the Equipment in your possession at the property during the term of this Agreement and will be responsible for its security, condition and insurance. You will notify us of any damage to the Equipment and will not undertake any work on the Equipment except where authorised by us. Any Equipment lost or damaged by you will be invoiced at replacement value. The lost or damaged equipment will remain the property of KIWIGAS 2021 Ltd after you have paid for its replacement.
- 2.3. If you are leaving the property permanently, you are required to give us at least two weeks' notice prior to vacating the property. This time allows us to either transfer the Equipment to a new owner or to terminate the Agreement if necessary.
- 2.4. We may come onto the property to inspect the Equipment at any time, providing we give reasonable notice. We will normally only access your property during business hours. However in an emergency, you will need to give us access immediately.

3. Delivery

- 3.1. We will use our reasonable endeavours to deliver the Gas cylinders to you within 4 days of receiving your instructions.
- 3.2. Deliveries are done Monday to Friday, between 8:30am & 5:00pm.
- 3.3. Some areas have set delivery days.
- 3.4. There must be clear access for the cylinder trolley to reach the cylinder station from delivery vehicle.
- 3.5. If there are dogs loose on property, the delivery driver will not enter.
- 3.6. If there is locked access, please organise access when placing orders.
- 3.7. Revisiting due to clause 3.4, 3.5, or 3.6 will incur a fee of \$10.00 including GST if revisit is within usual delivery schedule.

- 3.8. If delivery is required outside our usual delivery schedule , we will consider all requests and if we are able to deliver, we will do so. Any deliveries outside our usual delivery schedule will incur a call out fee of \$100.00 including GST.

4. Termination

- 4.1. You may terminate this Agreement at any time by providing two weeks' notice. If you are selling your business or changing premises you must also give us a forwarding address. This Agreement will come to an end when we receive payment in full of all the outstanding equipment, fees and charges.
- 4.2. We may terminate this Agreement by giving you two weeks' notice or immediately if you fail to pay any outstanding moneys by the due date or if you tamper or interfere with any of the Equipment or breach any terms of this Agreement.
- 4.3. Upon termination of this Agreement you will allow us to immediately enter the property and collect our Gas and Equipment.

5. Safety

- 5.1. All Gas and Equipment must be used in a safe and prudent manner. No tampering or interference with any equipment is permitted. Please report any unintended escape of Gas from the Equipment to us immediately. The risk of any loss, damage or deterioration of the Gas shall pass to you upon delivery.
- 5.2. You will ensure that the property at which the Equipment is to be used, shall at all times comply with any relevant laws and regulations. We may suspend delivery at any time if the access to the property is considered by us to be unsafe or if the delivery conditions are considered by us to represent a hazard to our delivery drivers.
- 5.3. You will ensure that your current gas installation has been certified by a craftsman gasfitter in accordance with the Gas Regulations.
- 5.4. If you have more than 2 x 45 kg bottles on site you must provide KiwiGas with a current Location Compliance Certificate.
- 5.5. Emergency procedure information must be displayed in area's containing L.P.G.

6. Prices/Fees

- 6.1. Unless we have agreed otherwise, you will be charged the standard published KIWIGAS 2021 Ltd fees. All prices include GST. The yearly rental fee will be charged in advance on a per annum basis and will be charged at the same time as the first gas order and then every year thereafter. The first year's cylinder rental is non-refundable. We also offer monthly rental options
- 6.2. We may make changes to these fees at any time without notice.
- 6.3. All money owing must be paid by the due date on your invoice. Our preferred method of payment is Direct Debit.
- 6.4. KIWIGAS 2021 Ltd will charge an overdue fee for any amount that is overdue on a customers account. For amounts less than \$200 the amount charged will be \$6.50 per month. For amounts over \$200 the amount charged will be \$20.00 per month.
- 6.5. In the event that payment is not made by the due date, we have the right to enter your property and take possession of the Equipment and LPG.
- 6.6. Any costs incurred by KIWIGAS 2021 Ltd in recovering or attempting to recover any money, including debt collection fees and solicitor's costs will be your responsibility.

7. Privacy Act

- 7.1. You agree to provide all the information we reasonably require for our records and agree that we may obtain any such information from relevant third parties.
- 7.2. You agree to tell us immediately when any details change.
- 7.3. Your personal information will be kept secure and held by us in accordance with the Privacy Act 1993.
- 7.4. We may disclose your personal information to carry out our responsibilities or enforce our rights under this Agreement including for the purposes of credit reference checking.

8. General

- 8.1. All rights of KIWIGAS 2021 Ltd shall remain in force notwithstanding any delay or forbearance of enforcement and no waiver by us shall arise under any circumstances unless such waiver has been expressly agreed to in writing by KIWIGAS 2021 Ltd.
- 8.2. Except to the extent provided in the Consumer Guarantees Act, we shall not be liable to you, or to anyone else for any breach of this Agreement or for any expenses, losses or damage (whether foreseeable or not) to you, other persons or to property.
- 8.3. Regardless of the legal basis of any claim made against us, in no case shall the extent of our liability under that claim exceed the original contract price of the Gas or Equipment supplied by us.
- 8.4. We are not liable in any circumstances for consequential losses, indirect loss, loss of profits or similar claims.
- 8.5. KIWIGAS 2021 Ltd is not liable for any loss or damage from an event beyond our control and which prevents us from carrying out our responsibilities under this Agreement.
- 8.6. You will indemnify us from any claim made by any third party in respect of any damage or loss to any third party from the Gas, cylinders, or other Equipment while they are in your possession.
- 8.7. You may not transfer or assign any of your rights or responsibilities under this Agreement.
- 8.8. We may transfer or assign all or any part of our responsibilities under this Agreement. Notice of the transfer will be given to you either in writing or by notice in a public newspaper.
- 8.9. The benefits of this clause 8 extend to our employees and agents for the purposes of the Contracts (Privity) Act, 1982.

Complaint Resolution If you have a complaint please call **0800 166 619** or email accounts@kiwigas.co.nz If we cannot resolve your complaint, you can contact the free and independent Utilities Disputes Ltd by calling **0800 223 340**, emailing info@utilitiesdisputes.co.nz or visiting their website at www.utilitiesdisputes.co.nz

Please feel free to contact us with any questions or general queries relating to our products and services.

Thank you for using KIWIGAS 2021 Ltd.