

Terms and Conditions

# Cylinder Users



***Kleenheat***

# Wesfarmers Kleenheat Gas Pty Ltd

## ABN 40 008 679 543

### Terms and Conditions for Cylinder Users

By accepting supply of LPG in cylinders, you agree to be bound by these Terms and Conditions. If you have a written agreement with us, where there is any inconsistency between the written agreement and these Terms and Conditions, the terms of the written agreement will prevail.

In this document Wesfarmers Kleenheat Gas Pty Ltd ABN 40 008 679 543 is referred to as "Kleenheat", "we", "our" or "us" and the customer is referred to as "you" or "your".

LPG will be supplied to you in Kleenheat cylinders. This document sets out the Terms and Conditions relating to the provision and use of those cylinders.

Kleenheat LPG is distributed in a number of ways. It can be purchased from a Kleenheat branch or agency, in which case Kleenheat is the LPG supplier, or alternatively it can be purchased from a reseller (referred to as a Kleenheat dealer).

The Terms and Conditions contained in sections B and C of this document relate to the supply of LPG and only apply where you are purchasing LPG from Kleenheat or its authorised agent. If you are purchasing LPG from a Kleenheat dealer, any conditions applicable to the supply of LPG (but not the supply of the cylinders in which the LPG is contained) will be as specified by the dealer. All other sections of this document apply irrespective of whether you are purchasing LPG from Kleenheat or an agent or dealer of Kleenheat.

#### A. Equipment & Safety

1. The cylinders remain the sole property of Kleenheat.
2. An Equipment Service Charge is payable by you either annually (or part thereof) or monthly (or part thereof) in advance for the maintenance and upkeep of our cylinders.
3. Kleenheat will only deliver cylinders to an installation which has been certified as compliant. You agree that no one other than a suitably authorised and licensed person will be permitted to install any further appliances or make alterations or additions to an existing installation.

4. The cylinders cannot be transferred from the premises at which they were installed to any other premises without the authority of Kleenheat.
5. Kleenheat or its authorised agent or dealer may enter the premises where the cylinders are situated, at reasonable times, for the purpose of inspecting or replacing the cylinders, and following termination of the agreement may enter and remove the cylinders at your expense.
6. You must keep the cylinders in good order and condition. You will be responsible for any damage to, or theft of, the cylinders.
7. You agree not to fill, or permit to be filled, any of the cylinders other than with Kleenheat LPG and other than by a person who is authorised by us.
8. We may suspend the delivery of LPG in cylinders to you or terminate the agreement if you breach any of the above equipment or safety provisions.

#### B. LPG Supply

1. LPG will be supplied by Kleenheat at the LPG price applicable from time to time to meet your reasonable requirements.
2. You will not hold us liable for any loss or damage if we are unable to supply LPG to you for a reason beyond our control.

#### C. Paying for LPG

1. You agree to pay Kleenheat for LPG at the time of order unless we agree to conduct an account with you, in which case you agree to pay us within 21 days of an invoice being issued to you.
2. If you fail to pay for LPG by the due date for payment, Kleenheat is entitled to charge late payment fees, recovery costs and interest on overdue balances.

3. We may also suspend supply of LPG to you until all outstanding amounts have been paid, or elect to terminate the agreement, once sufficient notice of your outstanding debt has been provided by us.
4. LPG prices are variable and subject to change with each delivery. You will be notified of the price on your invoice.

#### D. Paying for Our Service

1. Payment of the annual or monthly Equipment Service Charge is required in advance. The Equipment Service Charge is applicable to the relevant period or any part thereof. Payment is required by the due date specified in Kleenheat's invoice which will be mailed to you.
2. If you fail to pay the Equipment Service Charge by the due date for payment, Kleenheat is entitled to charge late payment fees, recovery costs and interest on overdue balances.
3. The Equipment Service Charge will vary from time to time, and you will be notified by invoice.

#### E. Cylinder Delivery and Connection

The connection of LPG cylinders will be completed by our delivery driver where access to the site is available and where it is suitable and safe for them to do so.

You will need to ensure that you provide us with appropriate vehicular access (as close as practicable) to the LPG cylinder installation site, with a flat/level area, for the safe unloading of LPG cylinders.

LPG cylinder installations must be located in an area where access is clear, trolley access is available, gates are unlocked and pets restrained. While site conditions may change over time, it is the customer's responsibility to ensure adequate maintenance and upkeep of the cylinder delivery area and LPG cylinder installation area, allowing us clear and safe access.

Where these requirements cannot be met, the customer can make alternative arrangements with Kleenheat for cylinder delivery, which may include leaving a cylinder at an agreed location on the property and/or where the customer agrees to connect the cylinder to the LPG installation.

#### F. Claims and Liability

1. These Terms and Conditions do not modify or restrict the guarantees and other legal rights provided under the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) (CCA) or State and Territory laws.

Except as specifically stated in these Terms and Conditions and the CCA, Kleenheat provides no further guarantees, warranties or other representations under these Terms and Conditions.

Kleenheat's liability for these guarantees, warranties or other representations is limited to the maximum extent the law allows.

2. Kleenheat is not responsible for damage to your equipment (including regulators and associated fittings) resulting from normal wear and tear or misuse.

#### G. Change of Address

1. You must give Kleenheat at least 3 business days advance notice of any change of address or new ownership of the property where the cylinders are situated.

#### H. Termination of Agreement

1. In addition to the specific grounds for termination referred to above, the agreement may also be terminated by either you or us at any time by giving not less than seven days notice of termination.
2. On termination of the agreement you must make the cylinders available for collection.
3. In the event that you are unable to return a cylinder, you must pay Kleenheat the replacement cost of the cylinder, on demand.
4. No credit or other allowances will be made for gas remaining in returned cylinders.

**WESFARMERS KLEENHEAT GAS PTY LTD**

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Kleenheat is part of

 **Wesfarmers Chemicals, Energy & Fertilisers**

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