

David Walsh Gas Terms & Conditions

By accepting supply of LPG, you agree to be bound by these conditions. These conditions apply except if inconsistent with an agreement you have made with us.

Expressions used in these conditions.

The words defined below have the following special meanings, unless the context requires otherwise: You, your means our customer, and if we open an account with you, the persons named in that account; We, us, ours mean David Walsh Gas Pty Ltd (DWG) ABN 62 003 477 352, its employees, its agents or its contractors; LPG means the liquefied petroleum gas we deliver to our or your equipment at your premises;

Service Charge means the amount you pay us yearly or other in advance for the maintenance of our equipment and for borrowing our equipment.

Notice means any advice or information we give you, which may be given by telephone or in writing (for example, on our invoice, delivery docket or statement). If written, it will be effective if it is posted or delivered to you at your premises.

Words referring to one gender include all genders and singular words include the plural and vice versa, where the context requires this. Headings are only for convenient reference and are not part of these conditions.

LPG supply - We will supply such LPG as you reasonably require. You agree to buy all your requirements of LPG for your premises from us. You will not hold us liable for any loss or damage if we are not able to supply LPG to you for a reason beyond our control. We may ration our available supplies of LPG if there is likely to be a supply shortage of LPG.

Our equipment and safety - We will lend you our equipment and maintain our equipment in reasonable working order in accordance with our usual maintenance program.

You agree to: care for the LPG and our equipment safely, lawfully and in accordance with our reasonable safety directions to you; provide a safe and lawful site for the LPG; immediately inform us by telephone of any suspected gas leak from our equipment; allow only us to refill our equipment and only with LPG; give us at least 2 business days' notice before you vacate your premises; preserve our ownership of our equipment and not deliver our equipment to anyone other than us and not relocate our equipment anywhere else on, or away from, your premises; allow us reasonable access to our equipment on your premises to allow us to connect, refill, exchange, maintain, disconnect and repossess our equipment; and accept that ownership of, and risk in, the LPG are yours on delivery of the LPG to your premises. We need not deliver LPG to you if you breach any of the above equipment or safety provisions.

Paying for LPG and our service.

You agree to pay us, at the rates we inform you of, from time to time: the price for the LPG; the service charge; a security deposit, if we notify you that we require it; equipment and LPG connection, reconnection and disconnection fees; short notice delivery fee, abortive delivery fee, and late payment fee.

We may change your rates for LPG and the above services by notice to you from time to time, effective immediately from the date of the notice. We set those rates with regard to normal commercial matters, including the application, volume, local competition and local costs of supply. The rates applicable for LPG and services supplied to you are those current at the time of delivery. Our local office will advise you of those rates on request.

It is important that you pay us the money you owe us by the due date. You agree to pay us in cash on delivery of LPG or the relevant service, unless we agree to conduct an account with you, in which case you agree to pay us within twenty-one (21) days from the date of our invoice to you. If you are late paying us any money due to us, we need not supply LPG to you or we may require you to pay for LPG on delivery.

Ending your DWG agreement.

Either you or we may at any time terminate your rights under these conditions by giving at least two (2) business days' notice of termination to each other. If you either fail to pay us any money which you are due to pay us, or fail to rectify a breach of any other obligation you have to us within seven (7) days of our request that you rectify that breach, we may immediately terminate your rights under these conditions.

On and after termination of your rights under these conditions, you will allow us to immediately disconnect and repossess our equipment or, if we so request, you will immediately return our equipment to us at our local office. You will pay us the reasonable cost of our repossessing our equipment. We will credit you for any LPG returned to us in our equipment, if you request it at the time of return.

Limitation of our liability.

We are not liable to you for any damage or loss of property, direct loss, indirect loss, economic loss, consequential loss, loss of profit or loss of business opportunity or any other loss or other damage arising out of any occurrence constituting negligence or breach of our agreement with you. If we become liable to you for any breach of warranty or condition implied by law, our liability shall be limited to either the replacement or supply of equivalent LPG or services or paying the cost of acquiring equivalent LPG and services.

Changes to these conditions.

If we notify you of a change to these conditions, that change takes effect seven (7) days after notice to you.