

Gas Supply Agreement – Leisure

AGREEMENT

The Customer agrees to purchase from Air Liquide UK Limited and Air Liquide UK Limited agrees to supply to the Customer all its product requirements as detailed in the Schedule, subject to the terms of this Agreement and Air Liquide UK Limited standard Terms and Conditions, a copy of which forms part of this Agreement.

DURATION OF THE AGREEMENT

From the commencement this Agreement shall remain in full force and effect for an initial period of three years and shall continue thereafter for subsequent periods of two years subject to either party terminating this Agreement by giving not less than twelve months prior notice in writing expiring either at the end of the initial period or any subsequent two year period.

1. • Type of Account required (✓) <input type="checkbox"/> CREDIT ACCOUNT • An original company letterhead and/or order form must accompany this document. • The direct debit mandate should be completed. • Your latest annual accounts, or in the case of a new business opening balance sheet, will be required and should be attached to this document. • If your business has exemption from VAT please attach copy of certificate.									
2. Name of Applicant/Company					Trading Name				
3. Trading style (✓)			PLC		LTD CO		SOLE PROPRIETOR		PARTNERSHIP
4. Full Names, Tel. No. & Dates of Birth of Proprietor/Partners			1.			DOB:		Tel:	
			2.			DOB:		Tel:	
5. Home Address of Proprietors/Partners		1.				2.			
		Post Code:				Post Code:			
		6. Account Address (for Statements)						Post Code:	
7. Delivery Address (only if different from Account Address)								Post Code:	
		8. Invoice Address (only if different from Account Address)						Post Code:	
								Post Code:	
9. Name of Contacts		Accounts:				Purchasing:			
		Tel. No:		Fax No:		Tel. No:		Fax No:	
		Email:				Email:			
10. Co. Registration No. (if applicable)					Industry Code (SIC):				
11. Approx. Annual Spend with Air Liquide UK Limited: £					Estimated Value of First Order: £				

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

Name and full postal address of your Bank/Building Society

To: The Manager	Bank/Building Society
Address:	
Postcode:	

Name(s) of Account Holder(s)

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Bank/Building Society Account Number

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Branch Sort Code

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Originator's Identification Number

8						
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Air Liquide UK Limited Reference Number

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Instruction to your Bank/Building Society

Please pay Air Liquide UK Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Air Liquide UK Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s):	Date:
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Banks and Building Societies may not accept Direct Debit instructions for some types of account.

The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit Air Liquide UK Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Air Liquide UK Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by Air Liquide UK Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when Air Liquide UK Limited asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



SCHEDULE

11. PRODUCTS: Special Prices* (do not enter if Standard List Price)

Product Description	Size	Material Code	Unit Price £	Vol. p.a.
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
Delivery Charge			-	
Collection Charge			-	
Environmental Charge				
Other Charges				

12. RENTAL: Special Prices* (do not enter if Standard List Price)

Product Description	Class	Rental Code	Rental £ Per Item	Per Month £	Fixed Pop. Qty
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	

* Prices and charges are subject to review.

PURCHASE ORDERS

13. Blanket P/O No. (product, rental and delivery) YES/NO Blanket P/O No. (rental only) YES/NO

SPECIAL CONDITIONS

14. _____

DEPOT/AGENT

Ref No.

DECLARATION OF CUSTOMER

We/I have read and accept the Terms and Conditions of this Agreement. Any changes to these terms must be in writing and agreed by an authorised signatory of Air Liquide UK Limited. In accordance with Data Protection Act regulations, We/I authorise Air Liquide UK Limited to carry out a consumer credit search on the home address quoted above.

Signed: _____ Name of Signatory: _____
(duly authorised to sign on behalf of company) Job Title: _____ Date: _____

Signed: _____ Name of Signatory: _____
(duly authorised to sign on behalf of Air Liquide UK Limited) Job Title: _____ Date: _____

FOR OFFICE USE ONLY

Type of Account (✓): CR DD REFUSED PAYMENT TERMS

CHECKLIST (✓): ACCTS RECEIVED LETTERHEAD STATUS REPORT DD MANDATE
SALES PROFILE/P&L RENTAL AGREEMENT DELIVERY NOTE

Credit Code: _____ Credit Limit: _____

Information Source: _____ Signed: _____ Date: _____

Date Received: ___/___/___ Date Acc. Opened: ___/___/___ Acc. No. (sold to): _____ Acc. No. (ship to): _____

Alpha Sort

Account Opened by: (Print Name) _____ Signed: _____ Date: _____

Checked by: (Print Name) _____ Signed: _____ Date: _____

AIR LIQUIDE UK LIMITED CONDITIONS OF SALE

1. VARIATIONS OF CONDITIONS

Unless otherwise stated a written quotation by Seller constitutes an offer to sell the goods or provide the services described subject to these Conditions. Should any of these Conditions conflict with any Conditions stated in Purchaser's order, these Conditions shall prevail. The giving by Purchaser of any instructions for the provision of services or delivery of the goods or any part thereof, or the acceptance by Purchaser in confirmation of the transaction set out on the basis thereof after receipt by Purchaser of this document shall constitute unqualified acceptance by Purchaser of these Conditions.

2. PASSING OF PROPERTY

The Property in the goods shall, notwithstanding delivery to Purchaser, remain with Seller until Purchaser has paid the full price as well as all other sums whatsoever due to Seller. If at any time payment of the price of any other sums due to Seller is overdue, Seller may by its servants or agents enter upon Purchaser's premises and recover and dispose of the goods and Purchaser shall make no claim against Seller in respect of such entry or disposal.

Purchaser may in the ordinary course of business mix the goods with other objects or convert the goods into other objects whether by the process of manufacture or otherwise and whether or not such mixture or conversion renders the goods unidentifiable. In that event, the property in the mixture or the converted goods as the case may be shall forthwith pass to Seller and remain with Seller from the moment of mixture or conversion until Purchaser has paid all sums whatsoever due to Seller, and the provisions of the above sub-clauses shall apply to any such mixture or converted goods as if it or they were the goods themselves.

3. PASSING OF RISK

The risk in goods supplied overland shall pass to Purchaser on delivery to Purchaser's designated premises or to the carrier nominated by him (whichever shall first occur). The risk in goods supplied by sea or air transport shall pass to Purchaser on delivery to the carrier nominated by Purchaser, in which case Seller will at Purchaser's written request cost and risk arrange for Purchaser's express instructions as to transit and packaging for sea or air transport to be carried out. Seller shall only be liable to deliver the goods where Purchaser has provided adequate unloading facilities.

4. DELIVERY BY INSTALMENTS

If Seller shall fail to make delivery or shall make defective delivery of any instalment, such failure or defective delivery shall not affect the obligations of the parties under the Contract of which these Conditions form part in respect of other instalments.

5. NON-DELIVERY/LOSS/DAMAGE/DEFECT

Seller shall be notified in writing of the non-receipt of any goods by Purchaser or his nominated agent within five days of intended delivery failing which Seller shall be under no liability whatsoever to Purchaser. Purchaser must notify Seller in writing of any alleged deficiency, defect in or damage to the goods within one day of receipt in respect of dry ice, three days for cylinder gases and fourteen days for other goods and thereafter shall be deemed to have accepted the goods in all respects. Any such notice must specify the particular defect and must afford Seller reasonable opportunity to inspect the goods in question. If the goods are agreed by Seller to be defective or faulty Seller will (at its option) either rectify the defect or fault or replace any such goods or credit the invoice value of the goods and such rectification or replacement or credit shall be in full satisfaction of any claim by Purchaser.

6. FORCE MAJEURE

Seller shall do all in its power to perform the terms of any Contract of which these Conditions form part and in particular to meet all delivery dates but shall not be liable for any failure to observe, or breach of any of the Terms hereof by reasons for acts of God, war, riots, civil commotions, strikes, black-outs, trade disputes, fires, breakdowns, interruptions of transport, Government action, delay in delivery by Seller's supplier or any other cause whatsoever beyond its control. If and for so long as and to the extent that Seller is unable to supply the goods, Purchaser having given written notice to Seller may, at its own cost and risk, order such quantities of goods as may be needed from other suppliers.

7. PRICE VARIATIONS

Unless specifically agreed otherwise, the price of goods and services shall be the price effective at the time of delivery.

VAT or any other tax then applicable will be charged at the rate prevailing at the time of supply.

8. CONTAINERS AND EQUIPMENT

All equipment, cylinders or containers enclosing, containing or supporting the goods shall remain the property of the Seller unless subject to a specific outright sale agreement.

If at any time Purchaser shall not have in its possession or control the number of containers or cylinders indicated by Seller's records, Seller may treat the number of containers or cylinders which Purchaser is then so deficient, as lost, unless Purchaser can prove otherwise, to the satisfaction of Seller.

Seller shall be responsible for the repair and maintenance of equipment, cylinders and containers owned by Seller, however Purchaser shall pay for any loss or damage caused by Purchaser's obvious neglect or default. In the event of cylinders or containers owned by Seller being lost or destroyed whilst in Purchaser's possession or control, Purchaser shall pay Seller the current replacement cost as specified by Seller.

Payment of a rental invoice for equipment, cylinders or containers is deemed conclusive (subject to transactions prior to the date of invoice which have not been included in the invoice) as to the Purchaser's holding of Seller's equipment, cylinders or containers as shown at the date of invoice.

In the event of non-payment of rental after 3 months, the Purchaser shall be liable for the full cost of the cylinder/s and para. 2 shall also apply.

Unless specifically agreed otherwise in writing, Purchaser shall not refill or allow the refilling of Seller's cylinders or containers enclosing the goods.

9. WARRANTY AND LIABILITIES

Seller warrants that the specifications of the goods supplied is not less than in Seller's published specifications laid down in gas data and safety literature, unless otherwise specifically stated in writing and conform in all appropriate respects with the requirements of the Health and Safety at Work Act 1974 and associated legislation.

Seller shall have no liability whatsoever in respect of losses, costs or expenses of a purely financial or economic nature (including, but not limited to, loss of profits, loss of use or other consequential loss), or any other loss or damage not covered below, unless such loss, cost, expense or damage be caused by Seller supplying goods that are not of the purity warranted or by failure to deliver or by late delivery of goods by Seller, in which case Seller's liability shall be limited to the value of the quantity of goods concerned (at Seller's selling price).

Subject to any other limitations or exclusion of liability expressed elsewhere the liability of Seller to Purchaser in respect of personal injury or direct physical damage to property (and losses, costs and expenses directly arising from such injury or damage), whether through negligence or otherwise, shall be limited to £500,000 in respect of any one incident, except that nothing shall restrict Seller's liability to an injured person or his personal representatives for personal injury or death resulting from negligence.

It is Purchaser's responsibility to satisfy itself that the goods are suitable for the purpose for which Purchaser intends to use them. Whilst all written recommendations made by Seller relating to the use or treatment of the goods are made in good faith and in the belief that they are correct, Seller shall have no responsibility whatsoever for any damage, liability, cost or claim for expense suffered by Purchaser or any third party through following such recommendations.

Advice on safety, storage and the use of goods is available from Seller on request. If Purchaser is not already in possession of the relevant information, Seller should be notified immediately.

10. SPECIFICATION VARIATIONS

Seller reserves the right to alter the specification of any goods without prior reference to Purchaser, provided that the goods comply in all other known respects with Purchaser's requirements.

Goods are manufactured and supplied under a quality system approved to ISO9001.

11. TRADE MARKS/PATENTS

The supply of goods by Seller shall not confer any right upon Purchaser to use any Seller's trade mark without prior written consent of Seller and at all times such trade mark shall remain the property of Seller. Neither does it imply any right to use any Seller's patent or any indemnity infringement of third party patents.

12. RE SALE OF GOODS

Goods shall not be resold in Seller's cylinders or containers enclosing, containing or supporting the goods.

13. ASSIGNMENT

Purchaser shall not, without Seller's written consent, assign or transfer or purport to assign or transfer the Contract to which these Conditions relate or the benefit thereof to any other person whomsoever.

14. INDULGENCE

No indulgence of forbearance extended to Purchaser shall limit or prejudice any right or claim available to Seller.

15. CANCELLATION

If Purchaser shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors, or if being an incorporated company shall have a receiver appointed or shall pass a resolution for winding-up or Court shall make an Order to that effect, or if not being an incorporated company, shall have a Receiving Order made against it or if there shall be any breach by Purchaser of any of the Terms or Conditions hereof, Seller may defer or cancel any further deliveries and treat the Contract of which these Conditions form part as determined but without prejudice to its right to any unpaid purchase price of goods and to damages for any loss suffered in consequence thereof.

If Seller ceases for any reason to supply goods to Purchaser, Seller may on demand retake possession of any Seller's property.

16. PAYMENT

Purchaser shall pay all invoices rendered by Seller by the thirtieth day following date of invoice.

17. OPERATION OF LAW

These Conditions shall be constructed and the rights of the parties hereto shall be regulated by the Law of England.

