



Cylinder Agreement

Flogas Britain Limited, Rayns Way, Watermead Business Park
Syston, Leicestershire LE7 1PF

Date of this agreement:	
Distributor/dealer name: Fix and Weld Ltd	
Name of customer (in full and in CAPITALS):	
Address of customer:	Address where goods to be used (if different):
Contact telephone number:	Email:

Agreement details: (service charge as per current price list)

***Please note that these prices are excluding VAT.**

Customer usage: Heating: ☐ Cooking: ☐ Other (please specify):

Propane cylinders:

47 Kg	Propane	at	£ —	qty
19 Kg	Propane	at	£ —	qty
18 Kg	Propane FLT	at	£ —	qty
11 Kg	Leisure Propane	at	£39.58 ea	qty
11 Kg	Propane	at	£39.58 ea	qty
6 Kg	Leisure Propane	at	£39.58 ea	qty
6 Kg	Propane	at	£39.58 ea	qty
3.9 Kg	Propane	at	£39.58 ea	qty
10 Kg	Gaslight	at	£39.58 ea	qty
5 Kg	Gaslight	at	£39.58 ea	qty

Butane cylinders:

13 Kg	Butane (21mm)	at	£39.58 ea	qty
13 Kg	Butane (20mm)	at	£ —	qty
7 Kg	Butane (21mm)	at	£39.58 ea	qty
7 Kg	Butane (20mm)	at	£ —	qty
4.5 Kg	Butane (21mm)	at	£39.58 ea	qty
4.5 Kg	Butane (20mm)	at	£ —	qty

Regulators:

Regulator	at	£ —	qty
Regulator	at	£ —	qty

Other:

Signatories

The Customer acknowledges that before signing their attention was drawn to the terms overleaf and in particular to the provisions of Term 13 and it was made clear to them that the effect of that clause was to exclude any warranty as to the fitness of the goods by Flogas Britain Limited (Flogas). The Customer further acknowledges that the goods are property of Flogas and undertakes to take good care and return the goods in accordance with the terms of the agreement.

Signature of Customer:

*PRINT NAME if completing digitally

Signed for and on behalf of
Distributor/Dealer:

For and behalf of
FLOGAS BRITAIN LIMITED:

SIGNATURE: Note: If the Customer is a Company or a firm, then the signature hereto must be accompanied by a statement as to the capacity of the signatory - e.g. the Secretary - of the person signing on behalf of such Company or firm.

Once completed please email this form back to sales@fixandweld.com

METAL AGREEMENT/F.G. FORM

1. In this Agreement the following words shall have the following meanings unless the context requires otherwise.
 - (a) The **"Company"** means Flogas Britain Limited and its successors and assigns
 - (b) The **"Customer"** means the person named as such overleaf
 - (c) The **"Cylinder Charges"** mean the charges for the Goods specified overleaf
 - (d) The **"Goods"** means the cylinders specified overleaf which are the property of the Company and are used for the storage of Gas supplied by the Company together with all ancillary valves, guards, regulators and other items used in connection therewith
 - (e) **"Gas"** means liquefied petroleum gas as may be supplied to the Customer by the Company or by a distributor or a dealer of the Company
2. The Customer agrees that his obligations under this Agreement are direct obligations to the Company notwithstanding the fact that the Customer has dealt with and may have been given this Agreement to sign by a distributor or dealer appointed by the Company. The Customer further acknowledges and agrees that any distributor or dealer with whom the Customer has dealt immediately prior to signing this Agreement is an agent of the Company for the purpose of carrying out the obligations of the Company hereunder and for the purpose of enforcing the terms of this Agreement with the Customer and the Customer will comply with the directions of such a distributor or dealer concerning compliance with and the enforcement of this Agreement as if they were the directions of the Company.
3. Upon signature of this Agreement and following payment of the Cylinder Charges (where applicable) to the Company or its distributor or dealer, the Customer will be provided with the Goods and shall be entitled from time to time to purchase full Goods in exchange for empty Goods in consideration of the payment of the then current price of the Gas. Gas is supplied subject to availability. The Company and its distributors and dealers are under no obligation to supply Gas to the Customer and shall not be liable to the Customer as a result of any failure to do so.
4. The Customer may only exchange empty Goods for full Goods with the Company, a distributor or dealer appointed by the Company. Save as otherwise expressly permitted under this Agreement the Customer must not part with possession of the Goods save in exchange for full Goods from such distributor or dealer.
5. The Company or its distributor or dealer will during the period of this Agreement endeavour to maintain the Goods in reasonable repair and condition and from time to time will wash and paint the Goods.
6. The Customer is only licensed to use the Goods under this Agreement. The Goods are not let or hired to the Customer and will remain the property of the Company at all times. The Licence hereby granted to the Customer is a licence only to use or permit the Goods to be used together with Gas.
7. All exchanged additional or replacement Goods made available to the Customer during the period of this Agreement shall be deemed to be part of the Goods.
8. The Customer shall during the period of this Agreement keep the Goods in his own physical possession at the address specified overleaf and at no other address save with the written consent of the Company. Such consent must be obtained at least seven days before removal of the Goods to such new address.
9. The Customer will permit the Company or its distributors or dealers at all reasonable times to have access to the premises where the Goods are from time to time kept for the purpose of inspecting and testing the same and replacing any Goods which in the sole discretion of the Company need replacing.
10. The Customer will not hold himself out as owner or hirer of the Goods and shall not interfere nor allow any interference with any identification marks thereon nor attempt to do any of the said acts and shall at all times ensure the Goods remain legibly marked as being the property of the Company.
11. The Customer shall not offer for sale, sell, loan, assign, let or charge the Goods or the benefit of this Agreement.
12. The Customer may terminate this Agreement by giving not less than 3 months written notice to the Company.
13. The Company shall have the right without notice to claim relief from its obligations hereunder and / or to terminate the Agreement forthwith by notice in writing to the Customer unless the Customer purchases at least six fills of the Gas for each cylinder comprised in the Goods during each consecutive twelve month period of this Agreement. The onus of proving use in accordance with this clause shall at all times be upon the Customer.
14. Should the Customer fail to comply with any conditions of this Agreement the Company may terminate this Agreement by sending notice in writing to the Customer by pre-paid post to the Customer's address overleaf or any other address of the Customer as at the time of posting such notice.
15. In the event of bankruptcy, liquidation or insolvency of the Customer the Company may forthwith terminate this Agreement.
16. In the event of the Customer failing to deliver the Goods into the physical possession of the Company in accordance with this Agreement, the Company (in addition to and not in substitution for any other rights available to it) may retake possession of the Goods and for such purpose the Customer hereby grants the right to the Company, its servants and agents, without previous notice to enter upon any premises upon or in which the Goods or any of them may be believed to be situate for this purpose. All costs and expenses of and incidental to such re-taking of possession which may be incurred by the Company shall be repaid by the Customer to it on demand.
17. The Company will not be liable to the Customer for any loss damage costs legal costs professional and other expenses of any nature whatsoever incurred or suffered by the Customer or by a third party whether direct or consequential (including but without limitation any economic loss or other loss of turnover profits business or goodwill) arising out of any use of the Goods or any of them save that the Company will be responsible for all liability in respect of death personal injury or damage to property caused by the use of the Goods provided that they have been properly used by the Customer in conjunction with the Gas and no other gas and provided that the Company is shown to have been negligent when undertaking the design manufacture or supply of the Goods.
18. The Customer agrees to accept full responsibility for all loss or damage to the Goods and for any liability in respect of death, personal injury or damage to property caused by the use of the Goods or any of them for which the Company is not liable pursuant to Clause 18 above and agrees to indemnify the Company fully against all actions, claims, demands, proceedings, costs and expenses or otherwise arising from or attributable to the same. Without limiting the generality of the foregoing, in the case of damage to the Goods of such a nature that they cannot be easily repaired, the Customer shall exchange the Goods for replacement Goods and shall pay to the distributor or dealer appointed by the Company with whom the Customer deals hereunder a sum equivalent to the current cylinder charge in respect of the type of Goods in question.
19. Where two or more persons sign this Agreement as Customer it is hereby agreed by such persons that all obligations and liabilities assumed thereby by them are assumed by them jointly and severally.
20. The Company may at any time in its sole discretion direct the Customer to deal with the Company or another duly appointed distributor or dealer of the Company rather than the distributor or dealer with whom the Customer normally deals.
21. The validity construction and performance of this Agreement shall be governed by English Law and all disputes claims or proceedings between the parties relating thereto shall be subject to the jurisdiction of the English Courts to which the parties agree to submit.
22. **DATA PROTECTION AND USE OF PERSONAL INFORMATION**

Information that Flogas may require about the Customer whether in accordance with this Agreement or otherwise may be used by Flogas, its employees or agents to:

 - 23.1 identify the Customer during any communication between Flogas and the Customer;
 - 23.2 assist in the administration of accounts, services or products provided by the Customer; Flogas or any other associated company to the Customer throughout this Agreement and following termination;
 - 23.3 assist in detecting fraud or loss; and
 - 23.4 write to or telephone the Customer with information about other services or products offered by the Company or any associated company.

Flogas shall not contact the Customer in this way unless the Customer has consented in the Cylinder Agreement.

The Company's privacy policy sets out what information the Company collects from its customers, and why; how the Company uses and protects any information that customers give to it; and how customers can access and manage their information. A copy of the Company's privacy policy can be found at <https://www.flogas.co.uk/privacy-policy>

FLOGAS SECURITY CLAUSE: In the interest of safety and security, it is Flogas policy to record and hold the contact details of all customers who purchase gas from Flogas directly or via a dealer or distributor of the company. It is the responsibility of the dealer or distributor of the company to forward all contact details to Flogas. Flogas and its dealers and distributors reserve the right to ask for proof of identity.