

Terms & Conditions for **Express Gases:**

Gas Cylinder Supply & Delivery Valid from 01/10/2024

GENERAL TERMS AND CONDITIONS

DEFINITIONS

When the following words are used in these Conditions, this is what they will mean:

“We/Our/Us” means Express Gases Limited.

“You/Your” means you the consumer.

“Conditions” means the terms and conditions set out in this document.

“Contract” means the contract between you and us for the provision of cylinders.

“Cylinder” means cylinders and other containers (including the valve, valve guards and other ancillary equipment and materials) provided to you by us.

“Goods” means any product including gas cylinders, equipment and accessories purchased by You from Us.

“Deposit” means the deposit payable by you to us.

“Exchange” means the return of a cylinder to us, in exchange for a new full cylinder.

“Gas” means any gas purchased by you from us which is contained in the cylinders.

“Supplier” means the original owner of the cylinders, i.e. Calor, Adams Gas, Hobbyweld or Air Products.

BASIS OF CONTRACT

Goods are sold subject to them being available for sale to the customer at the time required by the customer. We will not be liable for any loss suffered by the customer as a result of the Goods being unavailable for sale where the Goods are unavailable due to circumstances beyond our control. Nothing in this contract shall exclude or limit any statutory rights of the customer which may not be excluded or limited due to the customer acting as a consumer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

IMPORTANT SAFETY WARNING

Before using any Goods provided by us, we would draw your attention to the following points: You must ensure that all users of the Goods, have been instructed in its safe use and that such use is in accordance with any relevant safety instructions supplied. You must ensure that all Goods are transported, stored and used in a safe manner in accordance with any safety instructions, or as instructed by us. We will not accept any responsibility for any damage and/or injury caused by your failure to comply with safety instructions. This safety warning is not in any way intended to exclude or limit our liability for death or personal injury caused by our negligence, breach of contract or other default.

LIMITATION OF LIABILITY

You acknowledge and agree that we shall not be responsible for any loss or damage to you or any third party including but not limited to damage to property and personal injury arising out of or in connection with any misuse or mishandling of the cylinders howsoever caused by you or any third party, including but not limited to where you or any third party has acted negligently.

OWNERSHIP OF THE CYLINDERS

The cylinders shall remain the property of the supplier listed on the label (i.e. Calor, Hobbyweld, Adams Gas, Campingaz or Air Products) at all times and you have no right, title or interest in or to the cylinders at any time. The cylinders are provided by our supplier, to us as their stockist and to you only as a means of transporting and storing the gas supplied to you. You must ensure that you comply with these conditions for the duration of the contract. The risk of loss, theft, damage or destruction of the cylinders shall pass to you from the point at which they are delivered to you by us. The cylinder(s) remain at your sole risk until such time as the cylinder(s) in question are returned and expressly accepted by us by way of the completion and signature by the relevant parties.

YOUR USE AND STORAGE OF THE CYLINDERS

You must not re-fill any of the cylinders with any gas or other substance or material whatsoever. If the cylinder is empty, you should return it as soon as possible to us for exchange. You must not at any time sell, hire, lease, assign, transfer, charge, mortgage, lend, abandon, damage, deface, alter, tamper, repair, service, fill or otherwise interfere with, dispose or part with the possession or control of the cylinders (other than by returning them to us). You are responsible for the cylinders for the duration of the contract; in particular you shall ensure that: a. the cylinders are kept and operated in a suitable environment and only used for the purposes for which they are designed and operated in a proper manner in accordance with the safety instructions. b. You will at all times keep the cylinders in good condition (fair wear and tear only excepted), and provided that you will not repair or service the cylinders, c. You will not use the cylinders for any unlawful purpose, and d. You will ensure that at all times the cylinders remain identifiable as being our property.

GAS CONTAINED IN THE CYLINDERS

The only substance, gas or other material which should be contained in the cylinders at any time is the gas as per the cylinder labelling, provided by our supplier. We are not responsible or liable to you in any way in connection with any claims arising from or relating to your use of the gas. The contract relates only to the provision of the cylinders.

PAYMENT

All Goods must be paid for in full before they can be released. Payments can be made online over the phone or at our premises. We accept card, cash and BACS as forms of payment. The amount of any deposit, rental, monies for Goods shall be as quoted to the customer or otherwise as shown in our current price list. We may also require an initial payment on account of the rental in advance of the customer hiring the Goods. The customer shall pay the reposit, rental, monies for any Goods and/or any other sums payable under the contract to us at the time and in the manner agreed. The only time payment does not need to be made upfront is where you have an account with us which will need to be requested in writing and is subject to approval of an application. Account customers are invoiced on the last working day of each month for Goods supplied that month. Invoices are payable within 30 days of receipt for account customers. Our prices are, unless otherwise stated, exclusive of any applicable VAT for which the customer shall additionally be liable. Payment by the customer on time under the contract is an essential condition of the contract. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding. If the customer fails to make any payment in full on the due date, we may charge the customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of our bank whichever is higher. The customer shall pay all sums due to us under this contract without any set-off, deduction, counterclaim and/or any other withholding of monies. We may set a reasonable credit limit for the customer. We reserve the right to terminate or suspend the contract for the Goods if allowing it to continue would result in the customer exceeding its credit limit or the credit limit is already exceeded. Overdue payment or refusal to pay may lead to repossession of cylinders for which the customer will not receive a return of any deposit on these cylinders. We reserve the right to store the customer's credit card details on its password protected customer account system and further reserves the right to use such details against future purchases made by the customer.

DELIVERIES

Delivery charges will apply dependent on quantity of cylinders ordered, delivery location and how soon the stock is needed. Unless we have agreed to deliver, you are responsible for collecting the Goods from our premises in a safe and secure manner, baring in mind Dangerous Goods Transportation laws and ADR where applicable, and for bringing empty cylinders for exchange or deposit return to our premises where relevant. Where we deliver Goods to a location requested by the customer, our delivery drivers will only deliver to ground floor locations, at a designated loading/unloading area where there is reasonable and safe access to the delivery location. Our drivers have the right to refuse delivery. Express Gases do not install cylinders as a rule, if a customer requests our driver to install a cylinder, the customer accepts full responsibility for any risk, damage or injury. We do not accept any responsibility for damage, injury or loss suffered while our drivers are delivering to a location requested by the customer. Delivery times are given as a guide only. On occasion we may be out of stock due to circumstances beyond our control, such as supplier shortages, for which we are unable to accept any liability.

RETURNS POLICY

In the unlikely event that you are not completely satisfied with your purchase, you should return the Goods (sealed and unused) within 10 days of receipt in their original packaging undamaged in any way, and we will refund the full purchase price. Should the goods be incorrect, faulty or damaged, we will meet the cost of return and replace or exchange any such goods.

STATUTORY CANCELLATION RIGHT FOR CONSUMERS

In the case of all contracts for Goods the customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the contract without incurring any charge or liability within 10 days of the day following the date on which the Goods come into the physical possession of the customer. Where a customer exercises its right to cancel under clause and has made payments in advance for Goods have not been provided to it, then we will refund these amounts to the customer within 10 days of receipt of the Goods which have been returned by the customer (sealed and unused); or (if earlier) within 10 days after the day the customer provides evidence that they have returned the Goods; or if no Goods have been provided by us, 10 days after the day on which we are informed of the customer's decision to cancel the contract. Where a customer cancels the contract, it shall return any Goods which we provided to it at their own cost, unless otherwise expressly agreed in writing.

DEPOSIT AND REFUNDS

Deposit and refund terms and conditions vary according to the brand of gas cylinder supplied, as follows; *Adams Gas*: A deposit is payable by you in respect of each cylinder provided to you by us. The total deposit sum must be paid to us in cleared funds or in cash before the cylinders will be released to you. The deposit paid for a cylinder will be refunded to you, in full when the cylinder is returned to us provided such cylinder is in as good an operating condition as it was on the date it was provided to you (fair wear and tear only excepted). If the cylinder is not returned in accordance with this clause, we shall be entitled to retain the Deposit. *Hobbyweld*: A deposit is payable by you in respect of each cylinder provided to you by us. The total deposit sum must be paid to us in cleared funds or in cash before the cylinders will be released to you. The deposit paid for a cylinder will be refunded to you, minus a £10 administration fee, when the cylinder is returned to us provided such cylinder is in as good an operating condition as it was on the date it was provided to you (fair wear and tear only excepted). If the cylinder is not returned in accordance with this clause, we shall be entitled to retain the Deposit. *Calor Gas*: By returning the cylinder(s) in good order, you shall be entitled, on presenting their Cylinder Refill Agreement, to a percentage refund of a proportion of the Refill Agreement Charge (deposit) as follows: Number of years from date of this agreement within which a cylinder is returned (and not exchanged for a replacement cylinder): 1 year – 50%, 2 years - 25% after this period, £7.50 for up to five cylinders returned at one time.

AIR PRODUCTS

As an Agent of Air Products we are the delivery vessel, supplying cylinders on their behalf and therefore any queries in relation to payment, terms and conditions or your Air Products account should be taken up with them directly. The customer service line is 03457 020202. Any accounts we open on your behalf with Air Products are subject to Air Products terms and conditions.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us or our agents to: provide the Cylinders; process your Deposit for such Cylinders; and inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

INFORMATION ABOUT US AND HOW TO CONTACT US

Thank you for visiting our website. We are a supplier of industrial and leisure gases based in Bournemouth and offering delivery, collection and 24/7 collection facilities for our customers. We are also a proud Agent for Air Products. We want you to be delighted with your purchase so if there is any more help that we can offer, or if you have any further queries or concerns, please do not hesitate to contact us. Our office number is 01202 017 297, email address info@express-gases.co.uk and our website link is www.express-gases.co.uk. Company Information: Express Gases Limited, Registered Office at Suite 8 Bourne Gate, 25 Bourne Valley Road, Poole, Dorset, United Kingdom, BH12 1DY no. 15526224. VAT Registration no. 473988820

OTHER IMPORTANT TERMS

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Each of the clauses of these conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we fail to insist that you perform any of your obligations under these conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this agreement. These conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales.