

Simsgas Cylinder Refill Agreement Terms and Conditions

In these conditions, "Company" means Simsgas, and "SIMSGAS Outlet" means Simsgas Centres, Dealers, Retailers, Stockists or other supply points approved by the Company. "Simsgas", "Refill Agreement Charge" and "User" are defined on the first page, and "Cylinders" and "Gas" are defined in condition 1.

- **Purpose of the Refill Agreement Charge** - In consideration for the Refill Agreement Charge, the Company agrees to refill the Cylinder(s) included in your order with supplies of Gas ("Gas") during the currency of this agreement. The Company will fulfil its obligation to refill the Cylinder by providing the User with a pre-filled Cylinder in exchange for the empty Cylinder, but reserves the right to refill the Cylinder by any other means. A Cylinder(s) can only be exchanged for a similar replacement refill Cylinder(s), otherwise a new agreement is required.
- **Future supplies of Gas** - In entering into this agreement the User also understands that he/she will pay additional sums at the prevailing rate for the Gas contained in the Cylinder and for all future supplies of Gas as and when the Cylinder is refilled in accordance with Condition 1.
- **Cylinders remain the property of the Company at all times and may only be filled by the Company.** The Company makes the Cylinder(s) available to the User as a means of safely transporting and storing the Gas supplied. This agreement is not a rental agreement and it does not provide the User with title in the Cylinder. The User will not part with possession or control of the Cylinder(s) (other than to a SIMSGAS outlet) nor claim to have any rights that conflict with this agreement, nor create or purport or attempt to create any agency or bailment in relation to the Cylinder(s) or to the User's obligations.
- **Use of Cylinder** - Cylinders may be used only as a container for Gas and may not be sold, exchanged (other than for the Purpose of this agreement), hired, assigned, transferred, mortgaged, lent, abandoned, nor damaged, defaced, decanted, filled or tampered with.
- **The Company's rights over the Cylinders** - The User is liable for the safe storage and use of Cylinders and the safety of any equipment used with them but the Company may inspect or test Cylinders and any fittings used with them at any time and remove and replace Cylinders if defective, or for any other reason, but without the Company being under any obligation to do so. In any case of wilful damage or breach of this Agreement the Company may repossess Cylinders immediately and the User by entering into this agreement irrevocably authorises the Company or their agent to enter on the User's property for these purposes and in that event this agreement is terminated. The Company may charge the User for loss of use of a Cylinder, in the event of loss or damage to the Cylinder but this charge shall not give the User any rights in the Cylinder. In that event, unless the Company, at its discretion, decides otherwise, the User will forfeit any rights or benefits conferred upon them by this agreement.
- **Statutory Obligations** - The Company will comply with all statutory and appropriate Code of Practice requirements in respect of Cylinders but this shall not mean that the Company has any obligation to maintain in good condition Cylinders which are in the User's possession.
- **Termination by the User** - This agreement remains in force for 50 years. The User may terminate this agreement by returning the Cylinder(s) in good order to a SIMSGAS outlet nominated for this purpose and shall be entitled on presenting this agreement to a refund of a proportion of the Cylinder Deposit.
- **Termination by the Company** - This agreement may be terminated by the Company in the event of any act of insolvency or breach of this agreement on the part of the User.
- **Delivery** - Where a Cylinder is to be delivered to the User the Company may use an agent for this purpose.
- **Refund** - The deposit value paid will be refunded back when an ORYX / BP cylinder is returned back to Simsgas.
- **VAT** and any other applicable taxes will be charged at the appropriate rate.

Full Name: _____

Address: _____

Telephone: _____

Equipment: _____ **Cylinder Size:** _____

Signature: _____ **Date:** _____