

LPG & Equipment

Supply Agreement



LPG & Equipment Supply Agreement

NOTE TO CUSTOMER

You should read these Hire Contract Conditions very carefully. They contain terms and conditions which may impact you, including that:

- (a) The liability of Platinum Plumbing Plus to its Customers is excluded in some circumstances, and
- (b) Customers may be liable for damage to goods that are hired by them, and for damage to goods or property owned by a third party, and
- (c) Platinum Plumbing Plus' Privacy Policy permits Platinum Plumbing Plus in some circumstances and subject to compliance with the Australian Privacy Principles to provide data about a Customer, or data provided by a Customer, to a third party in a form that may enable the third party to identify the Customer.

AMENDMENT

These Hire Contract Conditions may be changed by Platinum Plumbing Plus from time to time by Platinum Plumbing Plus giving notice of the amendment to the Customer. Notice is deemed given when Platinum Plumbing Plus does any of the following:

- (a) Sends notice of the amendment to the Customer at any address (including an email address) supplied by the customer
- (b) Publishes the amended terms on its website, or
- (c) Displays the amended terms at premises from which Platinum Plumbing Plus conducts hire operations.

Changes to these Hire Contract Conditions will only apply to Hire Schedules entered into after the change has been notified to the Customer by one of the methods mentioned above.

Hire Contract Conditions

1.0 Platinum Plumbing Plus Obligations

Platinum Plumbing Plus will:

- 1.1 Allow the Customer to take and use the Equipment for the Hire Period
- 1.2 Provide the Equipment to the Customer clean and in good working order
- 1.3 Collect the Equipment within five days of being requested to do so by the Customer and issuing to the Customer a customer pick up number.

NOTE TO CUSTOMER: You must return the Equipment at your expense when due back.

2.0 Obligations of the Customer

The Customer must:

- 2.1 Deliver the Equipment to Platinum Plumbing Plus when it is due back unless you choose to continue and pay for another 12 months rental
- 2.2 Return the Equipment to Platinum Plumbing Plus clean and in good repair
- 2.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes
- 2.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Platinum Plumbing Plus or posted on the Equipment

NOTE TO CUSTOMER: You MUST advise Platinum Plumbing Plus if you require any help.

- 2.5 Indemnify Platinum Plumbing Plus for all injury and/or damage to the extent caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment
- 2.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised
- 2.7 Ensure that all persons erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed
- 2.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation

- 2.9 Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify Platinum Plumbing Plus in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer
- 2.10 Report and provide full details to Platinum Plumbing Plus of any accident or damage to the Equipment within two business days of the accident or damage occurring
- 2.11 Remain responsible for the care and safekeeping of the Equipment until collected by or delivered back to Platinum Plumbing Plus.

The Customer must NOT:

- 2.12 Tamper with, damage or repair the Equipment
- 2.13 Lose or part with possession of the Equipment
- 2.14 Rely upon any representation relating to the Equipment or its operation other than those contained in this Contract
- 2.15 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment.

3.0 Payments by the Customer to Platinum Plumbing Plus

- 3.1 On or before Commencement (or as otherwise specifically agreed with Platinum Plumbing Plus), the Customer will pay the Hire Charge

4.0 Disputes

- 4.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Platinum Plumbing Plus in writing within 30 days of the hire contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer
- 4.2 If a dispute arises relating to this contract, the hiring or the use of the Equipment (except in regard to payments due to Platinum Plumbing Plus), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.

5.0 Privacy

Platinum Plumbing Plus will comply with the Australian Privacy Principles in all dealings with Customers. A copy of the Platinum Plumbing Plus Privacy Statement is available upon request.

Terms & Conditions for Cylinder Users

By accepting supply of LPG in cylinders, you agree to be bound by these Terms and Conditions. If you have a written agreement with us, where there is any inconsistency between the written agreement and these Terms and Conditions, the terms of the written agreement will prevail.

In this document Platinum Plumbing Plus is referred to as “Platinum”, “we”, “our” or “us” and the customer is referred to as “you” or “your”.

LPG will be supplied to you in Platinum cylinders. This document sets out the Terms and Conditions relating to the provision and use of those cylinders.

A. Equipment & Safety

1. The cylinders remain the sole property of Platinum.
 2. Rental Charges are payable by you annually, paid in advance for the rental.
 3. Platinum will only deliver cylinders to an installation which has been certified as compliant. You agree that no one other than a suitably authorised and licensed person will be permitted to install any further appliances or make alterations or additions to an existing installation.
 4. The cylinders cannot be transferred from the premises at which they were installed to any other premises without the authority of Platinum.
 5. Platinum or its authorised agent or dealer may enter the premises where the cylinders are situated, at reasonable times, for the purpose of inspecting or replacing the cylinders, and following termination of the agreement may enter and remove the cylinders at your expense.
 6. You must keep the cylinders in good order and condition. You will be responsible for any damage to, or theft of, the cylinders.
 7. You agree not to fill, or permit to be filled, any of the cylinders other than with Platinum LPG and other than by a person who is authorised by us.
 8. We may suspend the deliver of LPG in cylinders to you or terminate the agreement if you breach any of the above equipment or safety provision.
 9. The customer will comply with all current state and federal regulations and undertakes and warrants that:
 - The LPG equipment will not be used if it is known by the customer to require maintenance
 - If there is a Gas leak or damage to the LPG equipment, it will be shut down by the customer until repairs have been authorised by the equipment owner and subsequently completed
 - Only Platinum supplied LPG will be used in the LPG equipment
- The customer will shut down LPG tanks without delay if the supply of Gas from them adversely affects the customer’s appliances or if directed by Platinum
 - No alteration, relocation, extension, replacement, adjustment or repair to equipment will be carried out by anyone other than those authorised in writing by Platinum
 - Where equipment is hired to the customer, the customer will provide access to the equipment and will decommission appliances as required by Platinum for maintenance work
 - The customer will provide fire protection for the LPG facility if required by state codes and regulations.

B. LPG Supply

1. You agree to pay Platinum for LPG at the time of your order.
2. We may also suspend supply of LPG to you until all outstanding amounts have been paid or elect to terminate the agreement, once sufficient notice of your outstanding debt has been provided by us.
3. LPG prices are variable and subject to change with each delivery. You will be notified of the price on your invoice.

Terms & Conditions for Cylinder Users (continued)

C. Paying for Our Service

1. Payment of the annual Rental Service Charge is required in advance. Rental Charges are applicable to the relevant period or any part thereof. Payment is required by the due date specified in Platinum's invoice which will be emailed to you.
2. If you fail to pay Rental fees by the due date for payment, Platinum is entitled to charge late payment fees, recovery costs and interest on overdue balances.
3. Rental Charges will vary from time to time and you will be notified by invoice.
4. This agreement will operate for the initial terms stated on the first page of this agreement, commencing on the date of this agreement. In the event that the customer fails to give to Platinum written notice of termination of the agreement not less than 60 days prior to expiration of the initial term, or not less than 60 days prior to the expiration of any subsequent term, then the agreement shall continue to operate for a further term equal to the initial term.
5. If you cancel the rental agreement there will be no refund of rental fee.

D. Cylinder Delivery and Connection

The connection of LPG cylinders will be completed by our delivery driver where access to the site is available and where it is suitable and safe for them to do so.

You will need to ensure that you provide us with appropriate vehicular access (as close as practicable) to the LPG cylinder installation site, with a flat/level area, for the safe unloading of LPG cylinders.

LPG cylinder installations must be located in an area where access is clear, trolley access is available, gates are unlocked and pets restrained. While site conditions may change over time, it is the customer's responsibility to ensure adequate maintenance and upkeep of the cylinder delivery area and LPG cylinder installation area, allowing us clear and safe access.

Where these requirements cannot be met, the customer can make alternative arrangements with Platinum for cylinder delivery, which may include leaving a cylinder at an agreed location on the property and/or where the customer agrees to connect the cylinder to the LPG installation.

The customer agrees to provide 'all weather', unobstructed and structurally appropriate truck access for Platinum vehicles. The customer is liable for all expenses incurred in retrieving Platinum vehicles and equipment from the customer's premises in the event that access and egress to the equipment is hindered by circumstances beyond Platinum's control.

E. Claims and Liability

1. These Terms and Conditions do not modify or restrict the guarantees and other legal rights provided under the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) or State and Territory Laws.

Except as specifically stated in these Terms and Conditions and the CCA, Platinum provides no further guarantees, warranties or other representation under these Terms and Conditions.

Platinum's liability for these guarantees, warranties or other representations is limited to the maximum extent the Law allows.

2. Platinum is not responsible for damage to your equipment (including regulators and associated fittings) resulting from normal wear and tear or misuse.
3. Platinum will not be liable for any loss or damage in respect of, or relating to the customer's use and handling of LPG, and Platinum hereby disclaims all implied conditions and warranties and all prior representations and statements in respect of or relating to the customer's use of or handling of the LPG.
4. The customer may have other right implied by law, which cannot be excluded by this agreement. Nothing in this agreement shall limit the benefit of those conditions, warranties and rights. However, where under such a law Platinum is permitted to limit its liability in respect of a breach of such implied conditions, warranties or rights, Platinum hereby limits its liability to the fullest extent permissible under that law.
5. Any clause or part of a clause, which may be invalid or unenforceable, shall be capable of being severed without affecting other clauses hereof.

Terms & Conditions for Cylinder Users (continued)

F. Change of Address

In the event of the customer vacating the premises at which Platinum's equipment is installed, the customer agrees to notify Platinum in writing at least 30 days prior to vacating the premises. The customer accepts full responsibility for loss or damage to the Platinum equipment in the absence of such notice being given and acknowledged in writing. The customer hereby grants Platinum permission to enter premises and retrieve Platinum's equipment at any time. The customer accepts responsibility for any damage caused to property whilst retrieving Platinum's equipment.

G. Termination of Agreement

1. Platinum may terminate this agreement without notice if the customer defaults in the performance or observance of this agreement, or becomes bankrupt, or assigns his or her estate for the benefit of his or her creditors, or has execution levied against his or her goods, or being a company has a controller assigned to its assets as defined in the corporations' law. In the event of termination before the expiry date of this agreement the customer will reimburse Platinum for the cost of providing LPG equipment under this agreement, including delivery and installation charges.
2. In addition to the specific grounds for termination referred to above, the agreement may also be terminated by either you or us at any time by giving not less than seven days' notice of termination.
3. On termination of the agreement you must make the cylinders available for collection.
4. In the event you are unable to return a cylinder, you must pay Platinum the replacement cost of the cylinder, on demand.

H. Other

1. Assignment: This agreement is not assignable by the customer. Platinum may at any time assign transfer or otherwise deal with its rights under this agreement without the consent of the customer.
2. Any notice required to be given hereunder shall be sufficiently served on the receiving party if delivered or posted to the address of the receiving party herein given or as last known to the sender. Notices are deemed to have been served at the time they would be received in the ordinary course of post.
3. The customer will not relocate Platinum equipment from the original location without obtaining written approval from Platinum. The cost of relocation, including but not limited to engineering consultancy, permits, plans, plan amendments, statutory fees and charges, crane and truck hire, labour costs etc shall be borne by the customer.
4. The customer will insure Platinum equipment against fire, theft and damage for the entire hire period.
5. The customer acknowledges that they are free to enter into this agreement, have authority to do so, and are not subject to any encumbrances or covenants that may prevent them from performing under this agreement. In the event that the customer is unable to perform under this agreement due to discovery of an existing covenant or encumbrance, including but not limited to an LPG supply agreement with another gas supplier, the customer agrees to remedy the situation to Platinum's satisfaction within 30 days of discovery and pay any costs of such remedy.
6. No credit or other allowances will be made for gas remaining in returned cylinders.

Platinum Plumbing Plus

ABN: 71 679 044 398

232-240 York Street

Sale Vic 3850

