



Gas Supply Agreement

PG

PH: 07 5548 7100

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PO Box 1340 Browns Plains Q 4118

sales@plusgas.com.au

www.plusgas.com.au

Dated _____ / _____ /20

COMPANY/CUSTOMER NAME:		
TRADING NAME:		
ABN:		
Individuals Only :DOB	Drivers Licence No.:	
MAILING ADDRESS:		
STATE:	POST CODE:	CONTACT NAME:
Phone:	Fax:	Email:
DELIVERY ADDRESS:		
STATE:	POST CODE:	CONTACT NAME:
Phone:	Fax:	Email:
Delivery Instructions:		

Plusgas hereby agrees to supply the following items to the customer based on the AI standard "Conditions of Quotation and Hire" and the conditions of this Hire Agreement (including overleaf). All pricing, as detailed in the schedule below excludes GST. Plusgas may from time to time vary the Price or the Equipment Service Charge or Rental charges specified in this schedule by notice to the Customer (see overleaf). That varied price or Equipment Service Charge or Rental Charge shall have effect from Customer receiving such notice or from the date advised in that notice. Plusgas has no intention or desire to induce the Customer to breach any valid contract the Customer may have with a competitor or other supplier. The Customer represents and warrants that no attempt has been made by employees of Plusgas to induce the Customer to terminate an existing contract with another supplier for the goods and/or services to be supplied under this agreement.

SCHEDULE

Product	Size	Quantity Used	Price Per Item	Rent per Month	Delivery Instructions

This agreement is valid for 1 Year (the initial period) from the date below and may be accepted by the customer named above by signing where indicated below. When signed by both parties this contract and the terms and conditions attached to it become the agreement between parties. This agreement applies to all products detailed above and any other products or services the Customer may purchase from Plusgas from time to time. Credit facilities will be provided subject only to satisfactory credit checks and that all details provided are acceptable to Plusgas.

Signed by Plusgas _____ Name _____

Dated ____/____/____ (Capacity)

Signed by the Customer _____ Name _____

Dated ____/____/____ (Capacity)



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This agreement is to be read in conjunction with the standard Plusgas "Conditions of Quotation and Hire".

1. PRICE, EQUIPMENT SERVICE CHARGE PURCHASES AND PAYMENTS

- 1.1 Customer shall purchase and Plusgas shall supply items at the premises in accordance with the following:- Customer shall, during each year of this agreement, purchase from Plusgas not less than 3/4 of the contracted product.
- 1.2 The price for items sold to customer shall be as applicable at the time of delivery and shall be in accordance with the Agreement overleaf and shall be varied from time to time by Plusgas upon notice to Customer. Such notice may take the form of the Plusgas delivery docket invoice statement letter or phone call.
- 1.3 The Equipment Service Charge or Rental Charge shall be as applicable at the time of possession of the equipment/items and shall be in accordance with the Agreement overleaf and shall be varied from time to time by Plusgas upon notice to Customer. Such notice may take the form of the Plusgas delivery docket, invoice, statement, letter or phone call.
- 1.4 Customer shall pay Plusgas for items and any Equipment Service Charge or Rental Charge net in cash by the last business day of the month immediately following the supply or the last day of the month following the month that the Equipment Service Charge or Rental Charge become due.
- 1.5 A party shall, upon prompt notice thereof to the other party, be excused from performance of an obligation to supply or purchase product hereunder to the extent that the party is prevented or restricted from such performance by any matter not reasonably within the party's control. If there is or is likely to be a shortage of items, Plusgas may ration its available supply reasonably amongst its customers and shall not be obliged to replace any affected source of supply if it involves additional expense.
- 1.6 The customer agrees to pay any late payment fee's and or charges occurred in collection of payments.

2. EQUIPMENT AND MAINTENANCE

- 2.1 The equipment includes the equipment described in the Agreement and any additional equipment provided by Plusgas to Customer during the currency of this Agreement and any part thereof. This includes all items supplied to the Customer.
- 2.2 Customer shall store all items securely, complying with all legal and statutory requirements and industry standards.

3. PREMISES AND EQUIPMENT

- 3.1 All equipment and items remain at all times the sole property of Plusgas. Customer shall not purport to sell, encumber, part with possession of, or otherwise do anything prejudicial to Plusgas title to the equipment and/or items. Customer shall keep legible and visible all trade marks and signs of Plusgas on Equipment and items. Customer shall not remove the Equipment and items from the Premises during the currency of this Agreement. Customer shall not make any alteration to the Equipment or items or allow any attachment to be affixed or used in the operation of the Equipment and/or items without the prior written consent of Plusgas.
- 3.2 Customer shall hire the Equipment and items from Plusgas for the entire currency of this Agreement. Customer shall only use the Equipment and items to store or dispense Plusgas items.
- 3.3 Plusgas is irrevocably authorised to enter the premises at all reasonable times to exercise any of its rights or perform any of its obligations under this agreement and to do any act ancillary thereto.

4. SAFETY

- 4.1 In respect of Plusgas and the Equipment and items customer shall:
 - (a) at all times handle items only in a safe manner
 - (b) comply with all laws and all requirements and any statutory authority
 - (c) comply with all reasonable instructions of Plusgas relating to safe handling or storage;
 - (d) ensure that customer and all its servants and agents who handle Plusgas equipment or items are fully trained to do so in a safe and proper manner and are informed of and fully understand all relevant laws and statutory regulations and instructions of Plusgas relating thereto;
 - (e) not use the Equipment or Items if it is not or appears to Customer not to be, in good working order;
 - (f) notify Plusgas by telephone immediately upon becoming aware of or suspecting a defect in the equipment.
 - (g) not permit anyone other than Plusgas to restock equipment supplied or hired.

5. PERIOD, CONTINUATION AND TERMINATION

- 5.1 Subject to the following, this Agreement is for the initial period and is automatically renewed for a term of one year (or such other term that may be specified in this agreement) unless either party advises the other not more than 120 days and not less than 60 days prior to the end of the initial or any subsequent term.
- 5.2 Plusgas may terminate this Agreement by notice to Customer forthwith if Customer fails to perform an obligation of this agreement and fails to rectify this non performance with seven (7) days of notice thereof by Plusgas to Customer or Customer breaches a clause of this Agreement.
- 5.3 On termination hereof (whether by expiry of time or otherwise) and without limiting any claim Plusgas may have for damages: Plusgas shall be immediately entitled to possession of the Equipment and items and Customer shall at Customer's expense return the Equipment to Plusgas equipment storage point nearest the Premises.
- 5.4 If possession of the Equipment of items is not so delivered to Plusgas, Plusgas may charge the Customer and Customer is liable to pay, for any costs associated with repossession of the Equipment and items. For this purpose Plusgas may enter upon the Premises or any other Premises on which Plusgas reasonably believes the Equipment and items to be and to effect any such entering or possession may remove or open any obstruction or entrance and sever detach and dismantle the Equipment or items from the Premises or any other land or property to which the Equipment or items may be become affixed.
- 5.5 Customer's business at the Premises includes the rights granted to Customer under this agreement. Customer must assign this agreement to any new operator of the Customer's business at the Premises. Customer must procure the assignee of that business ("the assignee") to sign and submit to Plusgas for its consideration such form as Plusgas reasonably requires to affect an assignment of this agreement. Customer will not sell the Premises nor grant or assign any lease or sub-lease of the Premises during the currency of this Agreement, except as part of an assignment of Customer's business at the Premises. Any invalidity of a provision hereof shall not affect the validity of any other provision. A waiver of an obligation is not a continuing waiver.