



FLAMINGO GAS PTY LTD Terms and Conditions

By accepting supply of Liquefied Petroleum Gas from Flamingo Gas you agree to these conditions.

Definitions used in these terms and conditions

The words defined below have the following special meanings, unless the context requires otherwise:

- Agreement means this Agreement, including any attachments, annexures, any and all variations to this Agreement from time to time;
- we, us, our, ours means Flamingo Gas Pty Ltd and its employees or contractors;
- you, your means a customer of ours;
- LPG means liquefied petroleum gas;
- gas installation means any pipe or system of pipes used to convey or control gas;
- gas container meaning a gas cylinder;
- cylinder security bond means a sum of money that customers pay in consideration of us lending our gas containers for use on their site.

We will:

- lend you our gas containers;
- maintain our gas containers in working order;
- not connect a gas container to a gas installation unless a compliance plate is attached near the gas installation; and
- supply you LPG while retaining the rights to:
 - moderate the number of gas containers we lend to you;
 - ration supply of LPG at any time we deem necessary; and
 - refuse delivery of LPG and/or gas containers for any reason we deem necessary.

You agree to:

- Utilise us as your sole provider of 45kg gas containers;
- not hold us liable for any loss or damage if we are unable to supply LPG to you for any reason;
- provide lawful, safe and unobstructed access to your site;
- care for our gas containers in a safe and lawful manner;

- ensure your gas installation is compliant and maintained as per Australian Standard AS/NZS 5601, Gas Installation;
- immediately notify us of any suspected gas leaks from our gas containers;
- arrange for any defect identified at your gas installation, to be repaired by a licenced gasfitter;
- notify us upon completion of any such repair and provide notice of compliance as certified by the licenced gasfitter you choose;
- not allow refilling of our gas containers by anyone else other than us;
- provide us at least 7 calendar days' notice before you vacate your premises for collection of our gas containers;
- retain custody of our gas containers on loan to you at the site and location to which we delivered them;
- allow us unobstructed access to our gas containers on your site; and
- accept custody of, and that risk associated with the use of LPG supplied in our gas containers is exclusively yours upon delivery of the gas containers to you.
- our [Dog Safety Policy](#)

Payment for LPG and our services

You agree to pay us at the placement of order at the rates we inform you of directly, or by notice on our website from time to time, to satisfy:

- the price for LPG supplied in our gas containers, or any other goods or services that we supply to you;
- a cylinder security bond per new gas container on site;
- a delivery fee, including, but not limited to, obstruction to or inability to access the gas installation or agreed gas container exchange location;
- a short notice or urgent callout fee;
- additional delivery person assistance fee (where a two-person delivery is required); and
- site inspections fee (for non-customers).

All rates may be confirmed by our customer service staff upon request. All orders must be paid in full prior to delivery.

Ending your Flamingo Gas agreement

Either you, or we, may at any time terminate your rights under these conditions by giving seven calendar days' notice of termination.

Notwithstanding such notice, we may immediately terminate your rights under our agreement if:

1. you fail to pay us any monies overdue; or
2. you fail to rectify an omission or breach of any other obligation you have with us, within seven (7) calendar days of our request to rectify such omission or breach.

On and after termination of your rights under these conditions, you:

- will not allow anyone other than us to attend your site to disconnect and collect our gas containers or equipment of ours; and
- acknowledge removal of our gas containers or other equipment from your site by anyone other than us may result in you being billed for the retail cost of the gas containers along with our costs incurred to recover, or attempt recovery of, our gas containers or equipment on loan to you.

Cylinder security bonds will be returned to you upon request in writing, with the account name, BSB number and account number into which the funds are to be disbursed and will only be released upon all our gas containers or other equipment being returned in good order. We do not provide refunds for any unused gas. Where we agree to a request for a refund on a product or service, the refund will only cover the product cost and not the associated card processing fees charged in the transaction.

Limitation of our liability

We are not liable to you for any damage or loss of property, direct loss, indirect loss, economic loss, consequential loss, loss of profit or loss of business opportunity or any other loss or other damage arising out of any occurrence constituting negligence or breach of our agreement with you.

We are not liable for any loss of LPG due to malfunctions associated with your gas installation at any time.

We are not liable for any losses associated with natural disasters or any damage caused by such events. This includes bushfires, landslides, mudslides, floods and storms.

If we become liable to you for any breach of warranty or condition implied by law, our liability shall be limited to either the replacement or supply of equivalent LPG or services or paying the cost of acquiring equivalent LPG and services, and in either case as determined by us.

Correct Connection of Gas Containers

While our employees undertake leak testing after each delivery where we have connected our gas containers to your equipment, it remains your responsibility to ensure your equipment is operating free from malfunctions between deliveries.

If our employees are not required to, or do not connect our gas containers to your gas installation, you are exclusively responsible for the correct connection of our gas container and leak testing of the connections at your gas installation. We will not be liable for any loss arising from non-connection of our gas containers to your gas installation.

Changes to these conditions

We will notify any changes to these conditions from time to time on our website and any such changes will take effect immediately.