

## **Terms and conditions for [www.gas-uk.co.uk](http://www.gas-uk.co.uk) (the "Website")**

This page (together with our [Privacy and Cookies Policy](#)) tells you information about us and the legal terms and conditions ("Terms") on which we sell any of the products ("Products") listed on the Website to you.

These Terms will apply to any contract between us for the sale of Products to you ("Contract"). Please read these Terms carefully, and make sure that you understand them, before ordering any Products from the Website. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from the Website.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in Clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on January 2016.

References to "Clause" and "Clauses" are to clauses of these Terms, and any Contract will only be in the English Language.

For the purposes of these Terms and any Contract with us, you will be considered to be a "Consumer" where you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession.

### **1. INFORMATION ABOUT US**

1.1 We are **Gas Cylinders (UK) Limited**, a company registered in England and Wales under company number 05109099 and with our registered office at 340 Haydock Lane, Haydock Industrial Estate, Haydock, St Helens, Merseyside, WA11 9UY ("we", "us" and "our"). We operate the Website. Our VAT number is 838 4231 22.

#### **1.2 Contacting us if you are a Consumer:**

- (a) To cancel a Contract in accordance with your legal right to do so as set out in Clause 8, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact our Customer Services Team by telephone on 0800 133 7490. You can also contact us by email at [cancellations@gas-uk.co.uk](mailto:cancellations@gas-uk.co.uk) or by post to Gas UK, Unit 6, Haydock Lane, Haydock Industrial Estate, Haydock, St Helens, Merseyside, WA11 9UY, or you can use the [Model Cancellation Form](#) that appears at the end of these Terms. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us.
- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our Customer Services Team on 0800 133 7490 or by emailing us at [complaints@gas-uk.co.uk](mailto:complaints@gas-uk.co.uk).
- (c) If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

1.3 **Contacting us if you are a business:** You may contact us by telephoning our Customer Services Team on 0800 133 7490 or by emailing us at [orders@gas-uk.co.uk](mailto:orders@gas-uk.co.uk). If you wish to give us formal notice of any matter in accordance with a Contract, please see Clause 19.3.

### **2. OUR PRODUCTS**

The images of the Products on the Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

### **3. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our [Privacy and Cookies Policy](#). Please take the time to read this, as it includes important terms which apply to you.

### **4. IF YOU ARE A CONSUMER**

#### **4.1 This Clause 4 only applies if you are a Consumer.**

4.2 If you are a Consumer, you may only purchase gas Products from the Website if you are at least 18 years old and you are a resident of the UK.

4.3 **Your legal rights:** Because you are a Consumer, we are under a legal duty to supply Products that are in conformity with the Contract and that are fit for purpose. As a Consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in Clause 10 or anything else in the Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

### **5. IF YOU ARE A BUSINESS CUSTOMER**

#### **5.1 This Clause 5 only applies if you are a business.**

5.2 If you are not a Consumer, you confirm that:

- (a) you are a business trading in the UK; and
- (b) you have authority to bind any business on whose behalf you use the Website to purchase Products.

5.3 These Terms and any document expressly referred to in them or our [Privacy and Cookies Policy](#) constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.4 You acknowledge that in entering into the Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them or our [Privacy and Cookies Policy](#).

5.5 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## 6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 6.1 **The order process:** Our shopping pages will guide you through the steps you need to take to place an order with us to purchase Products. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
- 6.2 **The Order Confirmation:** After you place an order, you will receive an email from us acknowledging that we have received your order, but that does not mean that your order has been accepted. We will confirm our acceptance by sending you an email that states that your order has been accepted by us ("**Order Confirmation**"). The Contract between us will only be formed when we send you an Order Confirmation, and your payment will be processed when we send you the Order Confirmation.
- 6.3 **If we cannot supply your order:** If we are unable to supply you with any Products, for example because these Products are not available or because we cannot meet your requested delivery date or because of an error in the price on the Website as referred to in Clause 12.5, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged within 14 days of our email telling you that we will not process your order.
- 6.4 **Changing your order:** In the event you wish to make any alteration to your order please contact our Customer Service Team on 0800 133 7490. Without affecting your legal rights and without prejudice to your right to cancel under Clause 10, it will not be possible to change your order once the Products have been shipped.

## 7. OUR RIGHT TO VARY THESE TERMS

- 7.1 **Updates:** We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 7.2 **Check when you order:** Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 7.3 **Changes in the law:** We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
- 7.4 **Letting you know of changes:** If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel the Contract either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at your cost) any Products you have already received and we will arrange a full refund of the price you have paid for any unopened or unused products.

## 8. BUYING GAS ON THE WEBSITE

- 8.1 **Definitions:** In these Terms the following words shall have the following meanings:
- (a) "**Collection Address**" where applicable, the location from which you are to collect the Products (including, without limitation, the Cylinders);
  - (b) "**Cylinder**" a cylinder or other storage vessel, owned by us, in which Gas is stored (and which shall be considered to be a Product) and is always supplied to you by us on a hire basis with Gas contained in it;
  - (c) "**Delivery Address**" where applicable, the location to which we are to deliver the Products (including, without limitation, the Cylinders);
  - (d) "**Deposit**" the refundable amount payable by you to us, as a deposit for your hire of the Cylinders; and
  - (e) "**Gas**" any gas or gas mixture available on the Website that is supplied by us to you in a cylinder or other storage vessel.
- 8.2 **Title:** Notwithstanding delivery or collection of the Cylinders, we shall retain title to and ownership of the Cylinders at all times, and such title and ownership shall not pass to you. You will own the Gas once we have received payment in full, including, where applicable and without limitation, the Deposit and any relevant delivery charges, and the Cylinders have been delivered to you
- 8.3 **Standards of use:** Until you have returned the Cylinders to us, you shall:
- (a) hold the Cylinders in a clean and serviceable condition;
  - (b) keep an up-to-date list of the location of the Cylinders and present this to us on request;
  - (c) keep the Cylinders in your possession at all times;
  - (d) keep the Cylinders insured against all risks for their full price from the date of delivery to you;
  - (e) not attempt, or permit any third party to attempt, to fill any Cylinders with gas;
  - (f) not damage or destroy the Cylinders in any way;
  - (g) not assign, charge, lend, hire, rent or sell the Cylinders to any third party;
  - (h) not destroy, deface or obscure any identifying mark or packaging on or relating to the Cylinders; and
  - (i) store the Cylinders separately from other goods or in any way so that they remain readily identifiable as our property.
- 8.4 **Return of Cylinders:** We shall be entitled to request that you return Cylinders to us on not less than 14 Days notice, and the provisions in respect of refunds of Deposits in Clause 8.5 shall apply. To return the Cylinders to us, you should contact us and arrange a time for us to collect – you shall not return the Cylinders to us yourselves. Without prejudice to Clause 8.5, if you do not allow us to collect the Cylinder in accordance within the time period we specify, we reserve the right to charge you for the price of a replacement Cylinder (the prices of replacement are available on request), and, if necessary, issue proceedings in court or use third party debt recovery agents to return the Cylinders to us. This does not effect, and is without prejudice to, your statutory rights. If we do not refund any part of the deposit to you in accordance with Clause 8.5, you are still required to return the Cylinders to us, and we reserve the rights that are set out in this Clause 8.4 to recover the Cylinders from you; for the avoidance of doubt, you will not at any time hold any title to or ownership of any Cylinders, which shall remain with us at all times.

- 8.5 **Deposit:** When you place an order, we will charge you, and you will pay to us, the Deposit for hire of the Cylinder until you return it to us. Once we have collected the Cylinder from you, and verified that you have complied with the Contract and, in particular, this Clause 8 in respect of the Cylinder, we will refund a proportion of the Deposit to you, depending on how long you have held the Cylinder, in accordance with the following:
- (a) for "SuperMaxx" and "Balloon Gas" Cylinders only:
    - (i) if you return the Cylinder to us within [six] months, we will refund [100%] of the Deposit; and
    - (ii) if you return the Cylinder within [12] months, we will refund [50%] of the Deposit;
 and, after [12] months, you must return the Cylinder to us in any event and we will not refund the Deposit.
  - (b) for all other Cylinders:
    - (i) if you return the Cylinder to us within [12] months, we will refund [100%] of the Deposit;
    - (ii) if within [12 to 18] months, [80%] of the Deposit;
    - (iii) if within [18 to 24] months, [50%] of the Deposit;
    - (iv) if within [24 to 36] months, [30%] of the Deposit; and
 if you return the Cylinder after [36] months, we will not refund the Deposit.
- If you return the Cylinder to us and you have not complied with the Contract, we reserve the right to withhold some or all of the Deposit, and charge you any additional amounts necessary, to restore the Cylinder to a safe and serviceable condition or to cover the price of a replacement Cylinder if applicable. The prices for replacement Cylinders and the prices for repairing damaged Cylinders are available on request. This does not effect, and is without prejudice to, your statutory rights.
- 8.6 **Our warranty for the Cylinders:** In addition to the Cylinders complying with the Consumer Rights Act 2015 and the Supply of Goods and Services Act 1982, we warrant that:
- (a) as at delivery, any Cylinders shall be free from material defects in design, workmanship and materials and materially conform to your order; and
  - (b) we shall deliver any Cylinders to you undamaged and in accordance with your order;
- and, if any Cylinders do not conform with the warranty given in this Clause 8.6, we shall replace the relevant Cylinders. Sometimes we may vary the size of the Cylinder that you have ordered depending on stock levels, but the volume of Gas we deliver to you in such Cylinders shall be the amount you state in your order.
- 8.7 **Your warranty in respect of the Cylinders:** You warrant that you will check the Cylinders for obvious defects and/or damage on delivery or collection (as appropriate). Where we deliver the Cylinder to you, we shall, in accordance with your relevant statutory rights if you are a Consumer (and, otherwise, at our option), replace, repair or provide a refund for Cylinders that are lost or damaged in transit to the Delivery Address. Subject to Clause 16 and Clause 17, we shall not have any liability for loss of, or damage to, Cylinders in transit or on delivery to the Delivery Address unless you inform us (in accordance with Clause 1.2 if you are a Consumer, and in writing if you are not a Consumer) within six months of delivery (if you are a Consumer) and within five working days (if you are not a Consumer) that the Cylinders do not conform with the Contract.
- 8.8 **Our warranty for the Gas:** If any Gas or Gas mixture that you order from us is not at the accurate pressure as advertised and/or the quality of Gas is contaminated, then you shall inform us within 24 hours of delivery of the Gas to you. In such an instance, we will collect the relevant Cylinder from you to analyse the pressure and/or contamination, and, if our analysis is in agreement with your complaint, provide a replacement Cylinder with the relevant Gas or provide a refund for your Order, in accordance with your statutory rights. Such replacement is subject to you:
- (a) not using more than 20% of the Gas if you claim that the Gas is contaminated; if you use more than 20% of the Gas we will not provide a replacement or refund; and
  - (b) acknowledging that the Gas pressure is a fill pressure not the actual pressure of the Gas; sometime, due to atmospheric conditions, the Cylinder content can be lower than advertised.
- 8.9 **Our rights:** If you consider that we have breached the warranty at Clause 8.6, and you do not allow us to collect the Cylinder, or if we collect it and you have not complied with Clause 8.7, and you are unable to prove, to our reasonable satisfaction, that we have breached that warranty, we reserve the right to charge you either for the price of a replacement Cylinder or the amount necessary to restore the Cylinder to a safe and serviceable condition.
- 8.10 **Our liability for defective or damaged Cylinders:** Our liability for defective or damaged Cylinders is subject to Clause 16 and Clause 17, and:
- (a) you informing us in writing of any claim promptly on discovery of the defect or damage together with reasonable details of the way in which such defect or damage was caused and how the Cylinders do not conform with the Contract;
  - (b) you providing us with our delivery reference number and such other information as we may reasonably require;
  - (c) you showing to us to our reasonable satisfaction that the defect or damage is solely attributable to our defective workmanship in respect of the Cylinders and not wear or tear from normal use; please note that, if you are a Consumer, this Clause 8.10(c) will apply to you only if more than six months have passed since delivery;
  - (d) the Cylinders having not been:
    - (i) misused or subjected to neglect, improper or inadequate care or carelessness; or
    - (ii) involved in any accident or attempt at repair, replacement, alteration, change or modification except by us or on our behalf or as approved by us; or
    - (iii) dealt with or used or stored contrary to good trade practice or any oral or written instructions, advice or recommendation of us;

- (e) you holding the Cylinders safely and securely in good conditions; and
- (f) you allowing and procuring for us the opportunity to have access to and inspect the relevant Cylinders.

8.11 **Restocking Charge:**

- (a) **This Clause 8.11 only applies if you are not a Consumer.**
- (b) Where you return any Cylinder or products to us in accordance with this Clause 8, you will be charged [12%] of the amount paid to us by you for the products or Cylinder (and the Gas it contained) in respect of restocking (“**Restocking Charge**”). You acknowledge that we may deduct the Restocking Charge from any Deposit before we refund the Deposit to you.

8.12 **Collection:** We may be able to collect certain Products from you, rather than you returning it to us. Please call us on 0800 133 7490 and we will see if collection is possible. We will always collect Cylinders from you; you should not return Cylinders to us yourselves.

9. **REGISTRATION FOR AN ACCOUNT**

9.1 **Requirement for an Account:** If you would like to place an order through the Website, you will need to register for an account on the Website (an “**Account**”), which you will be able to access through the “My Account” section of the Website. You are able to browse the contents of the Website as a guest at any time without registering for an Account.

9.2 **Registering for an Account:** Please follow the relevant pages which will guide you through the process as set out in the [“Create an Account”] part of the Website. To register, you will need to supply us with your name, address, email address, a password and possibly some other personal information. See our [Privacy and Cookies Policy](#) for more details about this. You can provide us with that information by filling in the necessary information on the Website where indicated and then following the relevant instructions. By registering for an Account, you warrant that you are at least 18 years of age and (where applicable) have authority to register on behalf of your business.

9.3 **If you have an Account:** If you already have an Account, you will be able to login and change the details that we hold about you in your Account.

9.4 **Valid email address:** You must be registered for an Account with a valid email address that you access regularly, so that, amongst other things, we can send administration and information emails to you. Any Account registered with another person’s email address or with a temporary email address may be closed by us without notice. We may also require you to validate your Account at registration or if we believe that you have been using an invalid email address.

9.5 **Rejection:** We reserve the right to reject any registration for an Account and to refuse use of or access to the Website to anyone for any reason, at our absolute discretion.

9.6 **Protect you details:** When you register for an Account, you will be asked to create a username and password to access the Account. You must keep the username and password confidential and immediately notify us if there is any unauthorised use of your email address or your Account or any breach of security otherwise known to you. You acknowledge that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) your Account. Please note that you will be entirely responsible if you do not maintain the confidentiality of your password.

10. **YOUR CONSUMER RIGHT OF RETURN AND REFUND**

10.1 **This Clause 10 only applies if you are a Consumer.**

10.2 **Cancellation rights:** If you are a Consumer, you have a legal right to cancel a Contract under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* during the period set out below in Clause 10.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want the Products, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

10.3 **Periods in which you can cancel:** Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we email you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single item (which is not delivered in instalments on separate days).	The end date is the end of <b>14 days</b> after the day on which you receive any Product.  Example: if we provide you with an Order Confirmation on 1 January and you receive the Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none"> <li>• one item which is delivered in instalments on separate days.</li> <li>• multiple items which are delivered on separate days.</li> </ul>	The end date is <b>14 days</b> after the day on which you receive the last instalment of any Product or the final item of any of the separate Products ordered.  Example, if: <ul style="list-style-type: none"> <li>• we provide you with an Order Confirmation on 1 January;</li> <li>• you receive the first instalment of any Product, or the first item of the separate Products, on 10 January; and</li> <li>• the last instalment or the final item of the separate Products on 15 January;</li> </ul> you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.

10.4 **How to cancel:** To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact our Customer Services Team on 0800 133 7490. You can also contact us by email at [cancellations@gas-uk.co.uk](mailto:cancellations@gas-uk.co.uk) or by post to, Gas UK, Unit 6, Haydock Lane, Haydock Industrial Estate, Haydock, St Helens, Merseyside, WA11 9UY, or you can use the [Model Cancellation Form](#) that appears at the end of these Terms. If you are emailing us or writing to us please include details of your order to

help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

10.5 **Refunds:** If you cancel your Contract we will:

- (a) refund you the price and any Deposit paid by you for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- (b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of any Products within five days at one cost but you choose to have the Products delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option; and
- (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
  - (i) if you have received the Products: 14 days after the day on which we receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Products back to us. For information about how to return any Products to us, see Clause 10.8; and
  - (ii) if you have not received any Products: 14 days after you inform us of your decision to cancel the Contract.

10.6 **How we refund:** We will refund via the credit card, debit card or PayPal account used by you to pay.

10.7 **Faulty Products** If you are returning the Products to us because they are faulty or not as described, we will refund the amount you have paid for the Products in full, together with applicable delivery charges and other reasonable costs incurred by you in returning the Products to us.

10.8 **Returning the Products:** If any Products have been delivered or attempted to be delivered to you before you decide to cancel your Contract (please refer to Clause 10.4 for information on how to cancel):

- (a) then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract; and
- (b) unless the Products are faulty or not as described (in this case, see Clause 10.7), you will be responsible for the cost of returning the Products to us.

In certain circumstances, we may be able to (and, by law, we have to) collect the products from you, rather than you returning the Products to us. Please ask us about this when you contact us to cancel your order under Clause 10.4.

10.9 **No right to cancel:** The cancellation right contained in this Clause 10 does not apply in the case of any Products which have a security seal which you have opened or unsealed, except to the extent that the Products are faulty or not as described. Any Products returned to us should be in a new, saleable condition, with original packaging and labels still attached. In order to cancel in respect of Cylinders or Gas, Gas must not have been withdrawn from a Cylinder, valve seals on a Cylinder must be intact, and no contamination to the Gas or the Cylinder must have occurred.

10.10 **Your legal rights:** Because you are a Consumer, we are under a legal duty to supply Products that are in conformity with the Contract. As a Consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this Clause 10 or anything else in the Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 11. DELIVERY

11.1 **Delivery locations:** Please note that we do not deliver to Northern Ireland, the Republic of Ireland and certain Scottish islands. If you are concerned, please call us to check that we will deliver to your address before you place your order.

11.2 **Delivery Dates:** We will contact you with an estimated delivery date, which will be within 30 days after the date of the Order Confirmation (the date on which we email you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See Clause 18 for our responsibilities when this happens. We **will not** be liable or responsible for any failure to preform, or delay with estimated delivery dates.

11.3 **How we deliver the Products to you:** Where appropriate, the Products will be delivered to you via a fully licensed ADR approved service for dangerous goods (BS ISO 9001/2000). We may also deliver Products to you by the Royal Mail or such other national delivery service. All Products must be signed for on delivery.

11.4 **Completion of delivery:** Delivery shall be completed when we deliver the Products to the address you gave us when you submitted your order or when you have collected them from your local store and/or warehouse (which may be at the Collection Address or Delivery Address (as applicable).

11.5 **Damaged / Lost Products:** You warrant that you will check the order for obvious defects and/or damage on delivery or collection (as appropriate). We must be notified for any lost or damaged products within 24 hours of receipt.

11.6 **Owning the Products:** Subject to Clause 8.2 and us retaining ownership of the Cylinders at all times, you own the Products once we have received payment in full, including, where applicable and without limitation, the Deposit and any relevant delivery charges, and the Products have been delivered to you. **You acknowledge that you shall never own any Cylinder.**

11.7 **This Clause 11.7 only applies if you are a Consumer:** If you are a Consumer and we miss the 30 days delivery deadline for the Products then you may cancel the Contract straight away if any of the following apply:

- (a) we have refused to deliver the Products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

- 11.8 **Rearranging delivery:** If you do not wish to cancel your order straight away, or do not have the right to do so under Clause 11.7, you can give us a new deadline for delivery, which must be reasonable, and you can cancel the Contract if we do not meet the new deadline. This Clause 11.8 only applies if you are a Consumer.
- 11.9 **Cancelling for late delivery** If you do choose to cancel the Contract for late delivery under Clause 11.7 or Clause 11.8, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and you will pay the costs of this. After you cancel the Contract we will refund any sums you have paid to us for the cancelled Products.. This Clause 11.9 only applies if you are a Consumer.
- 11.10 **Click and collect:** We offer a click and collect service for you to pick up Products from our depots rather than having them delivered to you. Please see <http://www.gas-uk.co.uk/help/store-collect> for more information.
- 11.11 **If we cannot deliver:** If you are not around to receive delivery of the Products, we will leave a message for you to contact us to rearrange delivery. **We will apply a redelivery charge if we have to redeliver the Products.**
- 12. PRICE OF PRODUCTS AND DELIVERY CHARGES**
- 12.1 **Accuracy of Website:** The prices of the Products will be as quoted on the Website at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see Clause 12.5 for what happens if we discover an error in the price of any Products ordered.
- 12.2 **Price changes:** Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 12.3 **VAT:** Prices for our Products include VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 12.4 **Delivery charges:** Prices for our Products do not include delivery charges. Our delivery charges are as advised to you during the checkout process, before you confirm your order. Please contact our Customer Services Team on 0800 133 7490 or [info@gas-uk.co.uk](mailto:info@gas-uk.co.uk) to check the relevant delivery charges.
- 12.5 **Incorrect pricing:** The Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on the Website may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Products at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.
- 13. PRICE MATCH PROMISE**
- 13.1 **Price Match Promise:** If you find any Product listed on the Website being sold for less on a competitor website and we are able to verify the price difference before you order, as long as the cheaper price is inclusive of VAT and includes applicable delivery charges, we will sell the Product to you at the cheaper price ("**Price Match Promise**"), subject to Clause 13.3 and Clause 13.4. If you have found any Product cheaper somewhere else and it is eligible under the Price Match Promise, please give us a call on 0800 133 7490 and we will check it out for you.
- 13.2 **We won't be beaten on price:** If you find any Product listed on the Website being sold for less by one of our competitors, and we are able to verify the price that applied before you ordered, as long as the cheaper price is inclusive of VAT and includes applicable delivery charges, we will sell the Product to you at the cheaper price ("**We won't be beaten on price**"), subject to Clause 13.3 and Clause 13.4. In order to qualify for the We won't be beaten on price offer, please call 0800 133 7490 or, visit one of our branches.
- 13.3 **Eligibility:** The Price Match Promise or the We won't be beaten on price offer are only available to you if:
- the cheaper product you see is identical to the Product categorised on the Website;
  - we are able to verify the price of the product as it was in advance of your order; and
  - such product is in stock and immediately available (and not available on request).
- 13.4 **Exclusions:** Please note that the Price Match Promise and We won't be beaten on price offer does not apply:
- in respect of the Price Match Promise only, to any Products already purchased from the Website;
  - in conjunction with any other offers;
  - to the Deposit and Gas;
  - if we are unable to verify the price of the competitor's product;
  - to any special, promotional or discounted offers given by competitors; or
  - to any competitors that are closing down or in administration.
- 14. HOW TO PAY**
- 14.1 **How to pay:** You can only pay for Products using a debit card or credit card, or, alternatively, through PayPal. We accept the following cards: MasterCard/Maestro/Visa/Visa Electron/Visa Debit/Solo.
- 14.2 **When to pay:** Payment for the Products and all applicable delivery charges is in advance and we will charge your debit or credit card once you have submitted your order to us.
- 15. OUR WARRANTY FOR THE PRODUCTS**
- 15.1 **Our warranty:** We provide a warranty that on delivery and for a period of 6 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in Clause 15.2 or to Gas, which is covered by the warranty in Clause 8.8.

- 15.2 **Where the warranty does not apply:** The warranty in Clause 15.1 does not apply to any defect in the Products arising from:
- (a) fair wear and tear;
  - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - (c) if you fail to operate or use the Products in accordance with the user instructions;
  - (d) any alteration or repair by you or by a third party without our express written consent; or
  - (e) any specification provided by you.
- 15.3 **Your legal rights:** If you are a Consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 16. OUR LIABILITY IF YOU ARE A BUSINESS**
- 16.1 **This Clause 16 only applies if you are a business customer.**
- 16.2 We only supply the Products for internal use by your business, and you agree not to use the Products for any resale purposes.
- 16.3 Nothing in a Contract limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - (d) defective products under the Consumer Protection Act 1987; and/or
  - (e) any other liability which cannot be excluded or limited by applicable law.
- 16.4 Subject to Clause 16.3, we will under no circumstances whatever be liable to you, whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 16.5 Subject to Clause 16.3, our total liability to you in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 110% of the price of the Products that are the subject of the Contract.
- 16.6 Except as expressly stated in a Contract, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into a Contract by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
- 17. OUR LIABILITY IF YOU ARE A CONSUMER**
- 17.1 **This Clause 17 only applies if you are a Consumer.**
- 17.2 **What we are responsible for:** If we fail to comply with a Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- 17.3 **For domestic use only:** We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17.4 **What we do not exclude liability for:** We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - (d) any breach of the terms implied by sections 8, 9 and 10 (hire of goods, quality and fitness, and samples), and 13 to 15 (description, satisfactory quality, fitness for purpose and samples) of the Supply of Goods and Services Act 1982;
  - (e) the Consumer Rights Act 2015;
  - (f) the Consumer Protection (Amendment) Regulations 2014;
  - (g) any Consumer rights under the Misrepresentation Act 1967 that cannot be excluded or limited at law;
  - (h) defective products under the Consumer Protection Act 1987; and/or
  - (i) any other liability which cannot be excluded or limited by applicable law.

## 18. EVENTS OUTSIDE OUR CONTROL

- 18.1 **No liability:** Subject to Clause 16.3 or Clause 17.4 (as applicable), we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 18.2.
- 18.2 **What is an "Event Outside Our Control":** An "Event Outside Our Control" means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, bad weather, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 18.3 **What happens:** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 18.4 **Cancelling the Contract:** You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any Products you have already received and we will refund the price you have paid, including any delivery charges.

## 19. COMMUNICATIONS BETWEEN US

- 19.1 When we refer, in these Terms, to "in writing", this will include email.
- 19.2 **If you are a Consumer** you may contact us as described in Clause 1.2.
- 19.3 **If you are a business:**
- (a) Any notice given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or email.
  - (b) A notice shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting or if sent by email, one working day after transmission.
  - (c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
  - (d) The provisions of this Clause 19 shall not apply to the service of any proceedings or other documents in any legal action.

## 20. OTHER IMPORTANT TERMS

- 20.1 **Us transferring a Contract:** We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under the Contract.
- 20.2 **You transferring a Contract:** You may only transfer your rights or your obligations under a Contract to another person if we agree in writing. However if you are a Consumer and you have purchased any of the Products as a gift, you may transfer the benefit of our warranty in Clause 15 to the recipient of the gift without needing to ask our consent.
- 20.3 **Contract between us and you only:** A Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a Consumer, the recipient the Products (as a gift) will have the benefit of our warranty at Clause 15, but we and you will not need their consent to cancel or make any changes to the Contract.
- 20.4 **Separate terms:** Each of the provisions of a Contract operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 20.5 **No waiver of rights:** If we fail to insist that you perform any of your obligations under a Contract, 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.
- 20.6 **English law:** A Contract and any dispute or claim arising out of or in connection with it (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 20.7 **Jurisdiction (if you are a Consumer):** If you are a Consumer, you submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction. This Clause 20.7 shall apply only if you are a Consumer.
- 20.8 **Jurisdiction (if you are not a Consumer):** If you are not a Consumer, you submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation. This Clause 20.8 shall not apply if you are a Consumer.