

Important legal information for Calor bottled gas users



Cylinder Refill Agreement

Calor Gas cylinders remain at all times the property of Calor Gas Limited.

This form must be kept safely, as any refund of this Refill Agreement Charge (see condition 7) can only be made on production of this form to an authorised Calor Gas supplier.

In these conditions: "Agreement" means this Cylinder Refill Agreement; "Calor" means Calor Gas Limited; "Cylinder" means a cylindrical container bearing the Calor logo which is designed to facilitate the safe storage and transportation of Gas; "Gas" means liquefied petroleum gas; "Refill Agreement Charge" means the sum payable by the User to Calor in exchange for the use of a Cylinder subject to the terms of the Agreement; "Retailer" means any supply point of Gas that has been approved by Calor; and "User" means any person who is a party to an Agreement with Calor.

1. Purpose of the Refill Agreement Charge - In consideration of the Refill Agreement Charge, Calor agrees to refill the Cylinder with supplies of Gas during the currency of this Agreement. Calor may 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 can only be exchanged for a similar replacement refill Cylinder, otherwise a new Agreement will be required.
2. 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 of this Agreement.
3. Cylinders remain the property of Calor at all times and may only be filled by Calor - Calor makes the Cylinder 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 to the Cylinder. The User will not part with possession or control of the Cylinder (other than to a Retailer) nor claim to have rights in breach of this Agreement, nor claim or attempt to create or create any agency or bailment in relation to the Cylinder or the User's obligations.
4. Use of Cylinder – The Cylinder 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, decanted, filled or tampered with.
5. Calor'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 Calor 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 being under any obligation to do so. In any case of wilful damage or breach of this Agreement Calor may repossess Cylinders immediately and the User, by entering into this Agreement, irrevocably authorises Calor or its agent to enter on the User's property for these purposes and in that event this Agreement is terminated. Calor 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. Unless Calor, at its discretion, decides otherwise, the User will forfeit any rights or benefits conferred upon them by this Agreement.
6. Statutory Obligations – Calor will comply with all statutory and appropriate Code of Practice requirements in respect of Cylinders but this shall not mean that Calor has any obligation to maintain in good condition Cylinders which are in the User's possession.
7. Termination by the User – This Agreement remains in force for 50 years. The User may terminate this Agreement by returning the Cylinder in good order to a Retailer nominated for this purpose and shall be entitled on presenting this Agreement to a refund of a proportion of the Refill Agreement Charge as follows:

Cylinders returned within the number of years from the date of this agreement:	1	2	3	4	5	6	7	over 7
Percentage of Refill Agreement Charge charged on this agreement which will be refunded:	70%	60%	50%	45%	40%	35%	30%	25%

8. Termination by Calor – This Agreement may be terminated by Calor in the event of any act of insolvency or breach of this Agreement on the part of the User.
9. Delivery – Where a Cylinder is to be delivered to the User, Calor may use an agent for this purpose.
10. This Agreement is governed by and construed in accordance with English Law.
11. VAT and any other applicable taxes will be charged at the appropriate rate.

For refunds or cylinder exchanges please phone 0800 662 663 or visit calor.co.uk for your nearest supplier