

TERMS OF TRADE

1. SCOPE OF THE AGREEMENT

1.1 Subject to the terms and conditions of this Agreement:

1.1.1 Poolgas undertakes to carry out the agreed works; and

1.1.2 the Customer undertakes to accept and pay for the agreed works.

2. CUSTOMER'S RESPONSIBILITIES

2.1 The Customer warrants that:

(a) the Customer is the owner of the property stated on the cover page of this agreement ("Site") or is authorised by the owner of the Site to carry out the agreed works on the Site; and

(b) Poolgas shall have free and unimpeded access to the Site for the purpose of carrying out the agreed works, and that (except where agreed otherwise) the Site will be cleared of all debris prior to commencement of the agreed works.

2.2 The Customer shall ensure that, if other parties are to be allowed access to the Site during the term of this agreement, this shall be by agreement with Poolgas, and the Customer shall ensure that such other contractors are co-ordinated to allow unimpeded access to the Site or completion of works by Poolgas.

3. CONTRACT SUM AND PAYMENT

3.1 The Customer shall pay to Poolgas the agreed price ("Contract Sum") in the manner, at the rate and at the times provided in this agreement.

3.2 The Customer shall pay Poolgas the amounts due under clause 3.1 by the due date on the invoice upon receiving an invoice from Poolgas.

3.3 Where any monies owing under this agreement are not paid by the due date, the Customer shall pay interest equal to 1.5 times the interest rate payable by Poolgas for its overdraft facilities at the time of the default. This interest shall be paid from the date on which the amount became due to the date of payment together with all debt collection costs incurred by Poolgas.

3.4 All materials supplied by Poolgas, including materials incorporated into the agreed works, shall remain the property of Poolgas until payment has been made in full. Poolgas shall be entitled to unrestricted access to the Site to dismantle and remove all agreed works and materials if payment is not made in accordance with this agreement.

3.5 If the Site is sold or is in any way disposed of, prior to all payments being made to Poolgas, the Customer shall hold the proceeds of such sale or disposition in trust for Poolgas to the extent that any monies remain owing under this agreement.

3.6 All sums are payable without deduction, setoff, counterclaim or cross demand of any kind

4. VARIATIONS

4.1 The Customer may request modifications or amendments to the agreed works at any time during the term of this agreement and Poolgas shall use its best endeavours to comply with all such requests, provided that the parties shall immediately negotiate in good faith to determine whether any such modifications or amendments are practicable and (where applicable) agree upon an amended price. Poolgas shall not be required to commence work on any such amended works until the amended price is agreed.

4.2 Where any such modifications or amendments to the agreed works are agreed between the parties in accordance with clause 4.1, they shall be recorded in writing and signed by both parties, whereupon they shall be deemed to be incorporated into this agreement.

4.3 Where the parties do not reach agreement in accordance with clause 4.1, within 5 days of a request for an amendment, this agreement shall remain unchanged and shall continue to be binding on both parties.

5. LIABILITY

5.1 Poolgas shall exercise reasonable skill, care and diligence in the discharge of its obligations under this agreement but in respect of any loss or damage, which in any way arises out of or is connected with the performance or non performance by or on behalf of Poolgas of such obligations, the liability of Poolgas and its employees or agents (whether in contract or in tort) shall be limited to the direct losses caused by Poolgas to the Customer and arising out of Poolgas's negligence, to the exclusion of all other liability.

6. DEFAULT AND TERMINATION

6.1 Either party may terminate this agreement forthwith, or in the case of Poolgas suspend the carrying out of the agreed works until further notice, in the event that a liquidator, trustee and bankruptcy, receiver or receiver and manager is appointed in respect of the assets of the other party.

6.2 Poolgas may either terminate this agreement forthwith, or forthwith suspend the carrying out of the agreed works until further notice, in the event that the Customer fails to make any payment due to Poolgas under this agreement by the due date.

6.3 In the event that this agreement shall have been terminated, or the carrying out of the agreed works has been suspended pursuant to clause 6, the Customer shall reimburse Poolgas all direct costs and expenses incurred as a consequence of such termination or suspension.

7. FORCE MAJEURE

7.1 No failure or omission by either party to carry out or observe any of the terms and conditions of this agreement shall, except in relation to obligations to make payment hereunder, give rise to any claim against the party in question or be deemed a breach of this agreement if such failure or omission arises from any cause reasonably beyond the control of that party.

8. CONSTRUCTION CONTRACTS ACT

8.1 This contract is subject to the Construction Contracts Act 2002. Disputes shall be settled in accordance with the provisions of that Act.