

TERMS AND CONDITIONS OF LEASE – HILLS GAS HOUSEHOLD CYLINDERS

Ownership of Cylinders

- All 45kg household LPG cylinders remain the property of Hills Gas Supply and are distributed through their agent, Davis Hardware and Farm Pty Ltd, trading as Toodyay Hardware and Farm, located at 119 Stirling Terrace, Toodyay WA 6566 (“The Agent”).

Cylinder Rental

- All Cylinders supplied to the client will incur a rental charge. Rental may be paid monthly or yearly, with the applicable rates explained at the time of application.
 - At the time of application, each client is entitled to one household cylinder free from rental charges.
 - This is a promotional offer and is at the discretion of The Agent. The Agent reserves the right to reinstate rental charges on all bottles in The Client’s possession with a 30 day notice.
- If rental fees remain unpaid for 30 days after the due date, The Agent reserves the right to suspend further gas supply until all outstanding amounts have been paid.

Miscellaneous

- Gas prices are subject to change without notice.
- Terms and Conditions are subject to change with a 30 day notice.
 - Notice will be given via our website www.davishardwarefarm.com.au

Responsibility for Cylinders

- While in the client’s possession, the client is responsible for the care of all cylinders supplied by Hills Gas Supply through The Agent.
- The client is liable for any damage, theft, or loss of cylinders while they are in their care.
- If a cylinder is damaged, stolen, or lost, a replacement fee of \$200 per cylinder must be paid before any further cylinders will be supplied.

Vacating a Property

- If the client vacates the premises, they must arrange for all Hills Gas cylinders to be returned to The Agent.
- If cylinders are not returned, a replacement fee of \$200 per cylinder will be charged.
- Cylinders must not be transferred between gas agents.
- Cylinders must not be left at the vacated premises for the new occupants without written permission from The Agent.
 - Doing so is a potential violation of the Gas Standards Act 1972 can incur legal penalties

Arrears

- If payment or an agreement cannot be reached between the client and The Agent, The Agent reserves the right to refer the outstanding debt to a registered debt collection agency.

Gas Installation Requirements

- By agreeing to these terms, the client confirms that all gas fittings have been legally installed by a fully qualified and licensed gas fitter.
- All gas installations must comply with local, state, and federal regulations and standards.
- Under Western Australian law, Hills Gas cylinders must not be connected to new gas installations. By signing this agreement, the client confirms that Hills Gas cylinders will not be used for new installations.

Liability

- Hills Gas Supply and The Agent accept no liability for injury or damage resulting from the misuse, mishandling, or transportation of cylinders while in the client’s care.

Transport and Storage of Cylinders

- All cylinders must be stored and transported upright and uncovered.
- During transport, cylinders must be securely fastened using either ratchet tie-down straps or certified rope that meets Australian Standards.

Maintenance and Safety

- The client is responsible for ensuring that all gas fittings are properly maintained and free from leaks, defects, or faults.
- If any leak, defect, or fault is identified, it must be immediately repaired by a fully qualified and licensed gas fitter before reconnecting any cylinder.
- The Agent reserves the right to refuse gas supply if a leak, defect, or fault is suspected.

Leak Testing

- At the time of connection, cylinders must be checked for leaks by applying soapy water to the connection and observing for air bubbles.
 - If bubbles appear,
 - Immediately disconnect the cylinder
 - Notify The Agent
 - Contact a licenced gas fitter

Acceptance of Terms

- By signing, or by having signed, the Hills Gas Application Form, the client agrees to be bound by these Terms and Conditions.