

TERMS AND CONDITIONS OF LEASE: All household bottles (45kg) remain the property of HILLS GAS SUPPLY through their agent DAVIS HARDWARE AND FARM PTY LTD (*The Agent*) trading as TOODYAY HARDWARE AND FARM, 119 STIRLING TERRACE TOODYAY WESTERN AUSTRALIA 6566. At the time of application each Client is entitled to ONE household bottle free from rent; each SUBSEQUENT bottle will be accrue rent each month payable either MONTHLY or YEARLY (*rental rates explained at time of application*); If the rental fee is not paid within 30 days of the due date The Agent may refuse supply until all outstanding amounts are paid. The Agent reserves the right to reinstate rent on ALL BOTTLES with 30 days notice. Gas prices are subject to change without notice. The Client is liable for all DAMAGE, THEFT and LOSS of any household bottle owned by Hills Gas Supply, through their agent Davis Hardware and Farm Pty Ltd, while in their care. If damage, theft or loss occurs a replacement fee of \$200 must be paid before any further bottles will be supplied; If The Client vacates the premises, they are to arrange to have ALL BOTTLES RETURNED to The Agent or a fee of \$200 will be charged to the client. BOTTLES ARE NOT TRANSFERABLE BETWEEN AGENTS. If payment or an agreement cannot be made between the Client and The Agent, then The Agent has the right to refer the debt to a registered debt collection agency.

By agreeing to these terms, The Client guarantees that all gas fittings have been LEGALLY installed by a FULLY QUALIFIED AND LICENCED GAS FITTER and that all gas fittings meet all LOCAL, STATE and FEDERAL STANDARDS. Under Western Australian Law Hills Gas Supply is not to have their bottles fitted to new installations and by signing this agreement The Client guarantees that Hills Gas Supply household bottles will not be connected to new installations. Hills Gas Supply and The Agent accept no liability for INJURY or DAMAGES to the Client caused through the MISUSE, MISHANDLING or TRANSPORTATION of bottles in their care. Bottles are must only be stored and transported UPRIGHT and UNCOVERED. Bottles must be securely fastened during transport with either RATCHETING TIE DOWN STRAPS or CERTIFIED ROPE which meets the Australian Standard.

The Client Guarantees that their gas fittings are MAINTAINED and free from LEAKS, DEFECTS or FAULTS. It is the obligation of The Client to ensure that all leaks, defects and faults are immediately and repaired by a fully qualified and licenced gas fitter before any gas bottle is reconnected. The Agent reserves the right to refuse supply if a leak, defect or fault is suspected. All bottles must be checked for leaks at the point of connection by apply a soapy liquid and observing for air bubbles. If air bubbles are seen immediately disconnect the gas bottle and notify The Agent and a fully licenced gas fitter.

By signing the ATTACHED HILLS GAS APPLICATION FORM The Client agrees to be bound by these Terms and Conditions.