

## **Terms & Conditions | FRAMTRADE LIMITED trading as FRAMGAS**

These Conditions set out the terms on which FRAMTRADE LIMITED (**we, us and our**) supply goods to its customers (**you and your**).

Please read these Conditions carefully before you submit your order to us. These Conditions tell you who we are, how we will provide goods to you, how you and we may change or end the contract between us, what to do if there is a problem and other important information.

We intend to rely on these Conditions and your order. If you think that there is a mistake in these Conditions or they require any changes, please contact us to discuss.

In some areas you will have different rights under these Conditions depending on whether you are a business customer or a consumer. These Conditions are set out in three parts as follows:

**Part 1:** contains terms which apply to both business customers and consumers;

**Part 2:** contains terms which apply only to consumers;

**Part 3:** contains terms which apply only to business customers; and

You are a consumer if:

- you are an individual; and
- you are buying goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

### **Definitions used in these Terms and Conditions**

In these Conditions:

<b>“business days” or “business hours”</b>	means Monday to Friday, between the hours of 8am and 5.30pm, excluding public holidays in the relevant jurisdiction;
<b>“Conditions”</b>	means these Terms and Conditions;
<b>“Customer” or “you”</b>	means a person, firm or corporation, jointly and severally if more than one, that requests goods from us;
<b>“FRAMTRADE” or “we” or “us” or “our”</b>	means FRAMTRADE LIMITED also trading as FRAMGAS
<b>“goods”</b>	means all products and other goods supplied by us to you or on your behalf;
<b>“in writing” or “written”</b>	includes email but excludes fax.
<b>“including”</b>	is not a word of limitation and means without limitation;
<b>“LPG”</b>	Means liquefied petroleum gas
<b>“Party” and “Parties”</b>	means (severally and not jointly) FRAMTRADE and/or the Customer as the context requires.

## **PART 1: TERMS WHICH APPLY TO BOTH BUSINESS CUSTOMERS AND CONSUMERS**

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

- 1.1 We are FRAMTRADE Limited, a company registered in England and Wales. Our company registration number is 01999573 is at Station Road, Framlingham, Woodbridge, Suffolk, IP13 9EE. Our registered VAT number is 442 9425 45.
- 1.2 You can contact us by telephoning our customer services team at 01728 723723 or [mail@framtrade.co.uk](mailto:mail@framtrade.co.uk) or by writing to us at Station Road, Framlingham, Woodbridge, Suffolk, IP13 9EE.
- 1.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### **2. BASIS OF CONTRACT**

- 2.1 Our acceptance of your order for goods will take place after you have accepted our quote and confirmed that you would like to place the order, at which point a contract will come into existence between you and us.
- 2.2 If we are unable to accept your order for goods, we will inform you of this and will not charge you for any such goods. This might be because a product is out of stock, because of limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.
- 2.3 Unless otherwise agreed by us in writing, these Conditions apply to every supply of goods by us to you and cannot be varied, amended or supplemented by any other terms or conditions without our prior written consent.
- 2.4 Any quotation provided by us to you concerning the proposed supply of goods is valid until 4pm on the day the quote is given and is an invitation only to you to place an order based upon that quotation.
- 2.5 Our website is solely for the promotion of goods in the UK and we are not able to accept orders or deliver to addresses outside of this area.
- 2.6 By placing an order with us, you are confirming that:
  - 2.6.1 you are legally capable of entering into binding contracts has the necessary authority to place the order;

- 2.6.2 the person placing the order is at least 18 years old; and
- 2.6.3 you will abide by all safety instructions which we may provide to you, including but not limited to (in the case of cylinders) the instructions set out at <https://www.calor.co.uk/help-and-advice/technical-and-safety/gas-clinders/cylinder-information>.

2.7 The Gas Safety (Installation and Use) Regulations 1998 require that any person carrying out any work in relation to a gas fitting must be competent to do so, and in most cases be Gas Safe registered. Certain like-for-like hose/regulator replacement activities do not require Gas Safe registration provided the person undertaking the work is competent, and it is undertaken in accordance with the manufacturer's instructions. We recommend that all gas work is undertaken by an LPG qualified Gas Safe registered installer.

### 3. **Charges and Payment**

- 3.1 All prices quoted will normally be exclusive of VAT which will be added at the appropriate rate where applicable.
- 3.2 Payment for goods must be made by cash or debit/credit card on or prior to the supply of the goods unless you are an account customer and have a credit account with us. An administration charge of £2.55 will be added where applicable.

### 4. **Payment Default**

- 4.1 If you default in the payment of any amount payable to us by the due date, then all money which is then due or payable on any account, shall be due and payable immediately without the requirement of any notice to you, and we may, without prejudice to any other right or remedy available to us:
  - 4.1.1 charge you interest on any sum due at the rate of 3% per annum above the base rate of Lloyds Bank plc. This interest shall be calculated daily and compounded every 30 days for the period from the due date until the date of payment in full; and
  - 4.1.2 charge you for all expenses and costs (including storage, debt collection commission and fees, legal costs on a full indemnity basis) suffered or reasonably incurred by us resulting from the default, including taking whatever reasonable action we deem appropriate to recover any amounts due; and

4.1.3 cease or suspend for such period as we think fit, supply of any further goods to you; and

4.1.4 by notice in writing to you, terminate any contract with you so far as unperformed by us;

without effect on our accrued rights under this or any other any contract.

## 5. **OWNERSHIP OF GOODS**

5.1 You will not own any good supplied by us to you until you have paid for them in full.

## 6. **RESPONSIBILITY FOR GOODS**

6.1 You shall be responsible for all goods including any loss, theft or damage to those goods from time at which they are delivered to you.

6.2 Where your order includes gas cylinders, you agree:

6.2.1 to notify us immediately of any defect or fault in or damage to the cylinder or any failure in performance thereof; and

6.2.2 to comply with all operating instructions and recommendations which may be provided to you either by us or the supplier of the goods and in the case of LPG suppliers, with any statute, regulation, order, bye-law or code of practice for the time being in force relating to the storage or use of LPG.

6.3 Cylinders remain the property of the supplier at all times and may only be filled by them or their authorised contractors.

## 7. **PERFORMANCE OF CONTRACT**

7.1 Any period or date for delivery of goods stated by us is intended as an estimate only and is not a contractual commitment. We will use our reasonable endeavours to meet any estimated dates for delivery of the goods.

7.2 You are required to return any packaging materials (including but not limited to cylinders) to us and/or where agreed by us, you shall make any such packaging materials available for collection at such times as we reasonably request.

7.3 You must ensure that someone is available to take delivery of the goods and must also ensure that suitable access is available for the purpose of delivery of the goods.

7.4 If we fail to deliver the goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods.

7.5 If you fail to take delivery of the goods we may resell or otherwise dispose of part or all of the goods and, after deducting reasonable selling costs, account to you for any excess over the price of the goods or charge you for any shortfall below the price of the goods.

7.6 We may deliver the goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

## 8. **DATA PROTECTION**

8.1 We will comply with our obligations under the General Data Protection Regulations and Data Protection Act 2018 (as amended from time to time) and in accordance with our Data Protection Policy which can be viewed at [www.framtrade.co.uk/content/home.aspx](http://www.framtrade.co.uk/content/home.aspx). You must read and shall be deemed to have read the Data Protection Policy. You agree and consent irrevocably to our use of your personal information in accordance with the Data Protection Policy.

## 9. **YOUR RESPONSIBILITIES**

9.1 If you do not provide us with the necessary materials or information necessary for us to deliver the goods to you, as the same may be requested by us from time to time, you shall still be liable to us for full payment of our fees.

## 10. **LIABILITY**

10.1 Without excluding, restricting, limiting or modifying the rights and remedies to which you may be entitled to as a matter of law:

10.1.1 you acknowledge that we are not the manufacturer of the goods and have no control whatsoever over their manufacture, and, accordingly, the goods are provided "as is" (that is, as supplied by the manufacturer) and that we do not make any warranty or representation as to the quality and/or the suitability of the goods;

- 10.1.2 all terms, conditions, warranties, representations, indemnities and guarantees with respect to the goods that may otherwise be implied or imposed by statute, law, equity, trade custom, prior dealings between us or otherwise, are hereby excluded;
- 10.1.3 our liability to you for loss or damage of any kind arising out of, or in connection with, these Conditions and/or the goods, is reduced to the extent (if any) that you cause or contribute to the loss or damage;
- 10.1.4 in no event shall we be liable to you under, arising out of, in connection with, or in respect of, either these Conditions and/or the goods for:
- 10.1.4.1 any loss, damage, cost or expense of any nature that was caused (directly or indirectly) by:
- a) any third party;
  - b) our actions that were expressly or impliedly authorised by you, or by your employees or agents;
  - c) accident, misuse or abuse by anyone other than us;
  - d) alteration or modification of the goods by anyone other than us;
  - e) goods not supplied by us that are attached to or used with the goods supplied by us;
  - f) damage during any movement, relocation or re-installation of the goods;
  - g) acts of God or acts outside our reasonable control;
  - h) any other condition not arising under normal operating conditions;
  - i) normal wear and tear;
  - j) any breach of your obligations or responsibilities set out in these Conditions;
  - k) our failure to meet any delivery date or cancelled or suspended supply of goods;
- 10.1.4.2 loss of profit;
- 10.1.4.3 business interruption costs or expenses;
- 10.1.4.4 loss of or damage to goodwill or reputation;
- 10.1.4.5 the failure to realise an expectation benefit;
- 10.1.4.6 liability to any third party;
- 10.1.4.7 consequential loss, damage, cost or expense; or

- 10.1.4.8 incidental or indirect loss, damage, cost or expense; or
- 10.1.4.9 special, exemplary or punitive damages or fines, even if we have been advised of the possibility of such loss, liability, damage, cost, expense or fines; and
- 10.1.5 except to the extent already excluded or limited under these Conditions, our maximum liability to you under, arising out of, in connection with, or in respect of, either these Conditions and/or the goods, shall be limited to:
  - 10.1.5.1 the replacement of the goods or the supply of equivalent goods; or
  - 10.1.5.2 payment of the cost of replacing the goods or acquiring equivalent goods; or
  - 10.1.5.3 the repair of the goods or payment of the cost of having the goods repaired, as in each case we may elect.
- 10.2 Nothing shall limit or exclude our liability for:
  - 10.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - 10.2.2 fraud or fraudulent misrepresentation; or
  - 10.2.3 any other liability which cannot be limited or excluded by applicable law.

## 11. **CANCELLATION**

- 11.1 If, through circumstances beyond our reasonable control, we are unable to effect delivery or provision of goods, then we may cancel your order (even if it has already been accepted) by notice in writing to you.

## 12. **GOVERNING LAW**

- 12.1 These Conditions and the terms of your contract with us are governed by and must be construed according to the laws of England and Wales. The Parties hereby irrevocably submit to the jurisdiction of the English courts.

## **PART 2: TERMS WHICH APPLY ONLY TO CONSUMERS**

**13. HOW TO END YOUR CONTRACT IF YOU ARE A CONSUMER**

13.1 To end your contract with us, please let us know by phone or email using the details in clause 1.2.

13.2 On ending your contract with us we will refund you in respect of any goods you have paid for, but which have not been delivered. However, we may make deductions from the refund, as described below:

13.2.1 an amount to cover our costs in respect of any goods we have supplied;  
and

13.2.2 if the amount you have already paid us does not cover what you owe us, we will invoice you for the value of the outstanding amount.

**14. OUR RIGHTS TO END YOUR CONTRACT IF YOU ARE A CONSUMER**

14.1 We may end your contract with us at any time by writing to you if:

14.1.1 you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;

14.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide any of the goods; or

14.1.3 you do not, within a reasonable time, allow us access to your premises to supply the goods.

**15. CONSEQUENCES OF TERMINATION IF YOU ARE A CONSUMER**

15.1 If we end your contract with us in the situations set out in clause 14 we will refund any money you have paid in advance for the goods not provided but we may deduct or charge you the sums as set out in clause 13.

15.2 You shall return all goods provided by us which have not been fully paid for (if you fail to do so, then we may enter your premises and take possession of them).

15.3 Until such goods referred to in clause 15.2 have been returned, then you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the terms of your contract.



## 16. **SUMMARY OF KEY LEGAL RIGHTS IF YOU ARE A CONSUMER**

16.1 We are under a legal duty to supply the goods that are in conformity of your contract with us. See below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

16.2 Your key legal rights, set out below, are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03444 111 444.

## 17. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

17.1 If we fail to comply the terms of your contract with us, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking those terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

17.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to supply of goods.

17.3 Subject to clause 10, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with your contract with us shall be limited to 100% of our fees and charges paid or payable by you under these Conditions.

## 18. **EXERCISING YOUR RIGHT TO CHANGE YOUR MIND**

18.1 You have the legal right to change your mind within 14 days of placing an order for goods and receive a refund.

18.2 You do not have a right to change your mind in respect of any goods which become mixed inseparably with other items after their delivery.

18.3 We do not exclude or limit our liability to you for breach of your legal rights in relation to any goods we may supply to you, including the right to receive goods which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective goods under the Consumer Protection Act 1987.

### **PART 3: TERMS WHICH APPLY ONLY TO BUSINESS CUSTOMERS**

#### **19. BASIS OF CONTRACT**

19.1 This clause 19 shall apply in addition to the provisions of clause 3. Where you have a rolling contract for the supply of goods, we shall supply the goods to you until the subscription expires or the contract is terminated in accordance with these Conditions.

#### **20. CHARGES AND PAYMENT**

20.1 This clause 20 shall apply in addition to the provisions of clause 3. If you exceed your approved credit terms, you will be charged a £50.00 late payment fee together with interest as set out in clause 4.1. A revised invoice will be sent to you.

#### **21. OWNERSHIP OF GOODS**

21.1 This clause 21 shall apply in addition to the provisions of clause 5. Until full payment in cleared funds is received by us for all goods supplied by us to you, as well as all other amounts owing to us by you:

21.1.1 title and property in all goods remains vested in us and does not pass to you;

21.1.2 you must hold the goods as fiduciary bailee and agent for us;

21.1.3 you must keep the goods separate from your other goods and maintain the labelling and packaging of the goods;

21.1.4 you hereby undertake to us to hold the proceeds of any sale of the goods on trust for us in a separate account, however any failure to do so will not affect your obligation to deal with the proceeds as our trustee;

21.1.5 we may, without notice, enter any premises where we suspect the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of us, and for this purpose you irrevocably license us to enter such premises and shall also indemnify us and hold us harmless from and against all costs, claims, demands or actions by any party arising from such action.

#### **22. YOUR RESPONSIBILITIES**

22.1 This clause 22 shall apply in addition to the provisions of clause 9. You shall:

- 22.1.1 comply, at your own expense, with any recommendations and guidelines with respect to the use of any goods, including any adjustments or replacements required in respect of equipment that is incidental or collateral to the use of any goods;
- 22.1.2 ensure that your operators are adequately trained and informed as to the use of any goods and shall comply with guidelines and procedures supplied by us and/or any third party manufacturer from time to time;
- 22.1.3 promptly report errors or faults in the operation of any aspect of any goods; and
- 22.1.4 perform general "housekeeping", testing and/or maintenance as recommended by us in respect of any goods supplied by us in order to maximise the availability of and performance of the goods.

**23. ENDING YOUR CONTRACT WITH US IF YOU ARE A BUSINESS CUSTOMER**

- 23.1 Without affecting any other right or remedy available to it, either party may terminate the contract with immediate effect by giving written notice to the other party if:
  - 23.1.1 the other party commits a material breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within fourteen (14) business days of that party being notified in writing to do so;
  - 23.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntary or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 23.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 23.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under these Conditions has been placed in jeopardy.

23.2 Without affecting any other right or remedy available to it, we may terminate your contract with us with immediate effect by giving written notice to you if:

23.2.1 you fail to pay any amount due under these Conditions on the due date for payment;

23.2.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods; or

23.2.3 you do not, within a reasonable time, allow us access to your premises to supply the goods.

## 24. **CONSEQUENCES OF TERMINATION IF YOU ARE A BUSINESS CUSTOMER**

24.1 On termination of your contract with us:

24.1.1 you shall immediately pay us all of our outstanding unpaid invoices and interest;

24.1.2 you shall return all goods provided by us which have not been fully paid for (if you fail to do so, then we may enter your premises and take possession of them); and

24.1.3 until such materials referred to in clause 24.1.2 have been returned, then you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Conditions.

24.2 Termination or expiry of your contract with us shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination or expiry.

24.3 Any provision of these Conditions that expressly or by implication are intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

## 25. **ENTIRE AGREEMENT**

25.1 You acknowledge that neither we nor any person acting on behalf of us has made any representation or other inducement to it to enter into these Conditions, except for representations or inducements expressly set out in these Conditions.

- 25.2 You acknowledge and confirm that you do not enter into these Conditions in reliance on any representation or other inducement by or on behalf of us, except for representations or inducements expressly set out in these Conditions.
- 25.3 Without limiting the generality of clauses 25.1 and 25.2, you understand and hereby confirm that:
- 25.3.1 your decision to enter into these Conditions was, and is, not based on any promise, representation, statement, warranty or undertaking made or given by us or any person on its behalf in relation to the capacity, uses or benefits that might or would be derived or obtained from the goods, except as expressly set out in clauses (above), and
- 25.3.2 you have relied on your own skill and judgement in deciding to purchase and acquire the goods.
- 25.4 To the full extent permitted by law, in relation to its subject matter, these Conditions:
- 25.4.1 embody and constitute the entire legal and contractual relationship of the parties, including the entire terms agreed by the parties; and
- 25.4.2 supersede, replace and terminate by mutual consent any prior written or oral representations, negotiations, understandings, agreements or contracts between the parties.