

LPG SUPPLY TERMS

RD Petroleum Limited (**RDP**) shall hire out the Cylinder(s) and supply LPG as ordered by you, the customer (**Customer, you, your**) and the Customer shall take hire of the Cylinder(s) and use the Cylinder(s) and LPG on the terms set out in the [RDP General Terms](#) and these LPG Supply Terms (**Terms**).

These LPG Supply Terms come into effect on the date of your first delivery or on 1 April 2025 for existing customers supplied previously by BP Takaka. These Terms replace any other agreement you may have had with BP Takaka.

EMERGENCY CONTACTS	
In an emergency in respect of your gas service.	Dial 111
If you think there is an LPG leak or a possibility that your LPG supply could be a hazard or danger to people or property.	Call RDP immediately on 0800 440014

1. Definitions

- 1.1 In these Terms (unless the context otherwise requires):
- Cylinders** means RDP's LPG storage cylinders that are hired to you under these Terms.
- LPG** means the liquefied petroleum gas RDP delivered in the Cylinders to the Premises;
- Premises** means the property the Customer has elected for RDP to deliver the Cylinder(s) and LPG;
- Regulations** means the Gas Act 1992, the Gas (Safety and Measurement) Regulations 2010, technical gas codes of practice, and other relevant regulations, guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time.
- Services** means the supply and/or delivery of LPG and Cylinder(s) to your Premises.

2. Supply

- 2.1 RDP will use reasonable endeavours to supply your Premises with the Services ordered by you but does not guarantee the continuous supply of Services to your Premises. At any time, the supply of Services may be interrupted or reduced:
- for the purposes of repair, testing, maintenance or inspection of Cylinder(s);
 - due to interruption to scheduled deliveries of LPG to RDP;
 - due to LPG use by other customers;
 - a force majeure event (being any event beyond its reasonable control including but not limited to an act of nature, environmental occurrence, fire, discontinuity in power supply, pandemic, epidemic, court order, riot, war, strike or labour disturbance); and
 - for any purpose necessary for RDP to fulfil our obligations at law or as otherwise permitted under these Terms.
- 2.2 RDP may suspend the supply of the Services at any time when, in its sole discretion, RDP believe it is necessary to do so for any reasons of health and safety.
- 2.3 RDP will use reasonable endeavours to give you reasonable notice of any planned suspension or interruption of the Services.

3. Rental of LPG Cylinders

- 3.1 RDP will rent to you the Cylinder(s) for the supply of LPG to your Premises.
- 3.2 You must only use the Cylinder(s) provided by RDP to store LPG supplied by RDP.
- 3.3 You must keep the Cylinder(s) in your possession at your Premises and will be responsible for their security, condition and insurance.

- 3.4 You must notify RDP of any damage to the Cylinder(s) and will not undertake any work on the Cylinder(s) except where authorised by us.
- 3.5 If you are moving house or leaving the Premises permanently, you are required to give RDP at least three weeks' notice prior to vacating the Premises. This time allows RDP to either transfer the Cylinder(s) to a new address or to terminate this arrangement with you.
- 3.6 Where the Cylinder(s) are provided for business purposes, the parties acknowledge that the provisions of the Consumer Guarantees Act 1993 do not apply.

4. Access to Customer's Premises

- 4.1 You authorise RDP to enter the Premises at all reasonable times (by providing reasonable notice) to inspect the Cylinder(s) or exercise any of its rights or perform any of its obligations under these Terms. RDP will normally only access your Premises during business hours.
- 4.2 In an emergency, the Customer must give RDP access immediately.
- 4.3 You must provide RDP and its representatives with safe and easy access to your Premises to enable easy delivery of the Services. If you have locked access, you must advise RDP of this and provide access at the time of ordering. You must provide clear access for the cylinder trolley to reach the cylinder station from the delivery vehicle.

5. Delivery and Storage

- 5.1 RDP will use reasonable endeavours to deliver the Services to you within a reasonable time of receiving your request for Services or in accordance with an agreed delivery schedule.
- 5.2 Deliveries will be made during normal business hours unless agree otherwise.
- 5.3 The delivery driver will not enter a Premises if dogs are loose in the Premises.
- 5.4 You must provide and maintain, at your cost, a suitable compliant space for the secure housing of the Cylinder(s).
- 5.5 If you do not provide RDP and the delivery driver with reasonable access, you may be charged a non-delivery fee or an additional delivery fee.
- 5.6 If delivery is required outside RDP's usual delivery schedule, RDP will consider all requests and if it is able to deliver, RDP will do so. Any deliveries outside RDP's usual delivery schedule will incur a call out fee.
- 5.7 RDP may suspend its Services at any time if the access to the Premises is considered by RDP to be unsafe or if the delivery conditions are considered by RDP to represent a hazard to RDP's delivery drivers
- 5.8 Any delivery errors, shortfalls or defective Cylinder(s), must be reported by the Customer to RDP within 48 hours of the delivery.

Initial Here:

6. Health & Safety

- 6.1 The Customer must:
- (a) only use the LPG and Cylinder(s) in a safe and compliant manner;
 - (b) not tamper or interfere with any Cylinder(s);
 - (c) comply with all relevant legislation and Regulations relating to the use of the Cylinder(s) and LPG;
 - (d) notify RDP immediately if it suspects any defect in the Cylinder(s) and not relocate, remove, tamper or interfere with any Cylinder(s);
 - (e) ensure its gas installation has been certified by a registered gasfitter in accordance with any applicable Regulations; and
 - (f) follow any reasonable directions of RDP regarding health and safety relating to the Cylinder(s) and LPG.
- 6.2 Where the Services are supplied to a business, the Customer shall:
- (a) comply with the Health and Safety at Work Act 2015 (including all regulations and other delegated legislation made under that Act) in the course of using the Cylinder(s) and LPG; and
 - (b) have in place workplace health and safety systems, processes and procedures regarding the use of the Cylinder(s) and LPG.

7. Risk and Title

- 7.1 Cylinder(s) remain the property of RDP and the Customer must not sell, dispose of, rent, charge or otherwise transfer the Cylinder(s) without RDP's prior written consent.
- 7.2 The risk of any loss, damage, or deterioration of the Cylinder(s) or of the LPG in those cylinders shall pass to the Customer upon delivery.
- 7.3 Any Cylinder(s) lost or damaged by you will be invoiced at replacement value. The lost or damaged Cylinder(s) will remain the property of RDP after you have paid for its replacement.
- 7.4 The Customer acknowledges that clause 7.1 creates a security interest (**Security Interest**) (as that term is defined in the Personal Property Securities Act 1999 (PPSA)) in the Cylinder(s). The Customer will, at RDP's request, promptly execute any documents, provide all necessary information, and do anything else required by RDP to ensure that the Security Interest constitutes a Perfected Security Interest (as that term is defined in the PPSA). The Customer waives its rights to receive a copy of any Verification Statement (as that term is defined in the PPSA).

8. Fees and Payment

- 8.1 You will be charged the monthly rental fee for the hire and maintenance of the Cylinder(s) each month in advance from the time of delivery.
- 8.2 Unless RDP have agreed otherwise, you will be charged RDP's standard fees for Services. All prices include GST.
- 8.3 RDP may make changes to these fees at any time and will provide reasonable notice of such change.
- 8.4 RDP will issue a tax invoice for all amounts payable following delivery of the Services to the Customer.
- 8.5 The Customer shall pay all invoices 7 days from the date of invoice. If the Customer disputes in good faith the whole or any portion of any invoice, the Customer shall pay the portion not in dispute.

9. Liability Customer Indemnity

- 9.1 To the extent permitted by law:
- (a) RDP is not liable to the Customer for any loss or liability to the Customer's property caused by the use of the LPG and Cylinder(s); and
 - (b) RDP's total aggregate liability to the Customer under or in relation to these Terms, whether in contract, tort (including negligence) or otherwise shall not exceed an amount equal to the fees paid by the Customer in the previous 12 months.
- 9.2 The Customer indemnifies RDP for any damage to RDP's property, and any claim against RDP for any damage to anyone else's property, caused by the Customer.

10. Termination

- 10.1 You may terminate these Terms at any time by providing three weeks' notice. These Terms will come to an end when RDP receive payment in full of all outstanding, fees and charges and the Cylinder(s) have been returned. If you are moving house or changing premises you must also give RDP a forwarding address.
- 10.2 RDP may terminate these Terms immediately by written notice if the Customer:
- (a) is found to have tampered or otherwise interfered with any of the Cylinder(s);
 - (b) does not fulfil any of its obligations under these Terms and the breach is not remedied within 7 days after notice requiring it to be remedied (or the breach cannot be remedied); or
 - (c) commits an act of bankruptcy, is placed in liquidation, receivership, voluntary administration or statutory management, is insolvent or ceases to carry on a substantial part of its business or makes any composition or arrangement with its creditors.
- 10.3 RDP may terminate these Terms by giving the Customer 3 weeks' written notice.
- 10.4 Upon termination of these Terms, you will allow RDP to immediately enter the Premises and collect the Cylinder(s). You will not be entitled to any refund (in whole or in part) of any part of the charges.

11. General

- 11.1 **Inconsistency:** If there is a conflict or inconsistency between these Terms and the RDP General Terms, these Terms will prevail to the extent of the inconsistency.
- 11.2 **Variations:** No variation or amendment to these Terms is effective unless it is in writing and signed by both the parties.
- 11.3 **Assignment:** The Customer shall not directly or indirectly transfer or assign its rights, interests or obligations under these Terms without the prior written consent of RDP. A change in the Customer's effective ownership or control will be deemed to be an assignment for the purpose of this clause.
- 11.4 **Amendments:** These Terms may be amended from time to time by giving the Customer reasonable notice of any amendments

Acceptance of these Terms and Conditions (by signature hereof):

a) APPLICANT 1:

b) APPLICANT 2:

Our Complaints Resolution Process

At RD Petroleum, we're committed to providing great service, but if we've fallen short, we'd like the chance to make things right.

To raise a complaint, please contact our Customer Service team on 0800 440 014 or customerservice@rdp.co.nz and provide:

Customer ID (if known)

Name

Contact details

Details of your complaint and any supporting information

We'll work with you to reach a fair resolution as quickly as possible.

If we can't resolve your complaint within 20 working days, or you're not satisfied with the outcome, you can contact Utilities Disputes for free and independent assistance:

0800 22 33 40 | www.udl.co.nz | info@udl.co.nz

RDP is a member of the Utilities Disputes Scheme and is committed to handling complaints fairly, promptly, and in accordance with our obligations under the scheme.