



## Summary of Terms & Conditions

### 1. Definition

“Customer” means the individual or business named in the New Account Form

“Countrywide” means Countrywide Farmers plc, a company registered in England, No 3776711

“Key” means the Countrywide Autogas Key provided to the Customer

“LPG” means Liquefied Petroleum Gas

### 2. Price

The price of LPG supplied by Countrywide shall be the price ruling at the date of supply

### 3. Force Majeure

Countrywide shall not be responsible for any failure to fulfil its obligations under the Agreement to the extent to which fulfilment is prevented by war, riot, civil commotion, flood, fire, industrial action, requirements of any law, failure or breakdown of plant, machinery or transport, shortage of LPG, weather conditions or any other cause beyond the control of Countrywide

### 4. Key

4.1 The Key remains the property of Countrywide at all times

4.2 In the event of a key being lost or stolen, the Customer will remain liable for any subsequent drawings made using that key until the loss of the key is notified to Countrywide

4.3 Replacement Keys will incur a charge of £ 10.00 plus VAT

4.4 Countrywide reserve the right to suspend the use of a Key in the following circumstances:

4.4.1 Where Countrywide believes that fraudulent use of the Key may be occurring

4.4.2 Where previous drawings have not been paid for and the Customer has been informed of the overdue account

4.4.3 Where Countrywide believes an act of insolvency on the part of the Customer is about to take place

### 5. Termination

5.1 This Agreement may be terminated by the Customer:

5.1.1 By giving written notice and returning all Keys

5.1.2 Failure to return Keys will incur a charge of £10.00 plus VAT

5.1.3 The Agreement will only be terminated once all drawings have been paid for

5.2 This Agreement may be terminated by Countrywide where it believes conduct of the account to be unreasonable, including (but not exclusively) fraudulent or inappropriate use of Key and non-payment of invoices

### 6. Late Payment

6.1 If a Direct Debit or Cheque is returned unpaid, Countrywide reserves the right to charge the Customer an administrative fee of £15 for each failed payment

6.2 Countrywide also reserves the right to charge statutory interest as laid out in Late Payment of Commercial Debts (Interest) Act 1988 on all overdue sums owed by the Customer

### 7. Assignment

7.1 This agreement cannot be assigned by the Customer to any third party without Countrywide’s prior consent

7.2 Countrywide may assign this agreement to any person, firm or company

### 8. Data Protection

The Customer gives authority for Countrywide to apply to bankers, suppliers and credit agencies for credit references, and consents to the processing by Countrywide of any personal data provided, and agrees that Countrywide may use it in such a way as they believe appropriate to administer the Customer’s account. This may include exchange of information with credit agencies and others for purposes of opening and monitoring an account, responding to requests for references from third parties, and keeping the Customer informed of new products and services available from Countrywide

### 9. Direct Debit Guarantee

9.1 This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.

9.2 The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.

9.3 If the amounts to be paid or the payment dates change Countrywide Farmers Plc will notify you three working days in advance of your account being debited or as otherwise agreed.

9.4 If an error is made by Countrywide Farmers Plc or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

9.5 You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.