



**IP&E GBA LIMITED**  
**依時能源有限公司**

**CONSUMER CONTRACT FOR THE SUPPLY OF PIPED-IN LPG**  
**中央石油氣用戶合同**

掃描右列的 QR code 填寫 **電子開戶申請表**，此文件第二頁之「收集個人資料聲明」及第三頁之「中央石油氣和設備供應條款和條件」均涵蓋電子開戶申請。(\*如已填寫電子表格，**無需**填寫此頁文本表格) 如有查詢，請致電熱線電話：5579 7749



You are welcome to scan the QR code for **e-form application**. Personal Information Collection Statement and Supply of Piped-In LPG and Equipment Terms and Conditions. (\*If the e-form is filled in, **no need** to fill the paper form in this page) For queries, IP&E Hotline: 5579 7749

Chinese Name 中文姓名 \_\_\_\_\_ English Name 英文姓名 \_\_\_\_\_

HK I.D. Card No. 香港身份證號碼 \_\_\_\_\_ (Example : A123456 (7) )

Home Address (Estate) (Block) (Floor) (Room)  
住宅地址 (屋苑) (座) (樓) (室)

Tel. No. 電話號碼 \_\_\_\_\_ (Mobile 手提) \_\_\_\_\_ (Home 住宅)

Email Address 電郵地址 \_\_\_\_\_

Current LPG Meter Reading 現時石油氣錶讀數 \_\_\_\_\_ (For reference only 讀數只作參考)

For your convenience, the Security Deposit HKD \_\_\_\_\_ would be collected in the 1<sup>st</sup> LPG bill for all sums of money payable to IP&E GBA Limited, including security deposit and LPG equipment (gas meter, regulator and safety valves).

Service fees are payable by the Consumer. (i) The basic monthly charge \_\_\_\_\_ which is a basic admin fee, including billing handling, meter reading and customer service hotline service, etc. (ii) The monthly maintenance fee \_\_\_\_\_ which covers labour costs for qualified and registered gas technicians to undertake maintenance and repair, on-demand inspection, and a regular safety inspection on certain cycle of customers' home gas appliances, gas installation pipes and external gas pipes.

為方便客戶，按金港幣 \_\_\_\_\_ 元將會在第一期氣費單收取，以作為用戶應繳付給依時能源有限公司之所有款項的保證按金及於上述地址安裝石油氣設備(石油氣錶、調節器及安全掣)的按金。

用戶須支付 (i) 每月基本收費港幣 \_\_\_\_\_，其為本公司的基本行政費用，包括賬單處理、報錶及客戶服務等。(ii) 每月保養費港幣 \_\_\_\_\_，包括由合資格的註冊氣體技術員檢查及維修爐具、預約檢查爐具服務、以及提供定期安全檢查，到訪用戶家中檢查石油氣爐具、內喉和室外喉管。

I fully understand and agree to abide by the enclosed Supply of Piped-In LPG and Equipment Terms and Conditions and such Terms and Conditions shall form an integral part of this Consumer Contract. I further agree to and accept the terms of the Personal Information Collection Statement.  
本人完全瞭解並同意遵守附連之《中央石油氣和設備供應條款和條件》，該等條款和條件應構成本用戶合同整體的一部份。我進一步同意並接受《收集個人資料聲明》的條款。

If you do not wish to receive direct marketing information, please tick the box below:

如閣下不希望接收直接促銷資訊，請在下述空格加上「✓」號：

- I do not consent to the use of my personal data for direct marketing purpose as stated in the Personal Information Collection Statement.  
 本人不同意將本人的個人資料用作《收集個人資料聲明》所述的直接促銷用途。

\_\_\_\_\_  
Signature of Consumer 用戶簽名

\_\_\_\_\_  
Date 日期

顧客服務熱線: 5579 7749 (星期一至六 9:00-18:00) • CS Hotline: 5579 7749 (Mon-Sat 9:00-18:00)

## Personal Information Collection Statement 收集個人資料聲明

1. IP&E GBA Limited may collect personal data about the Consumer in the Consumer Contract or any time thereafter in connection with the opening or operation of LPG accounts or otherwise as part of the ongoing services provided to the Consumer by IP&E GBA Limited. The data that IP&E GBA Limited may collect from the Consumer includes, without limitation, the name, address, telephone number and identity card number of the Consumer ("Personal Data"). The Personal Data provided in the Consumer Contract may be used by IP&E GBA Limited for the purposes of (a) opening and maintaining LPG account for the Consumer; (b) the daily operation of IP&E GBA Limited's services and processing applications or requests relating to IP&E GBA Limited's products and services; (c) providing customer support, billing and other similar activities related to IP&E GBA Limited's products and services; (d) providing maintenance and after-sales services; (e) promoting and marketing products and services of IP&E GBA Limited; and (f) for statistical analysis and market research purposes. The provision of the required Personal Data is mandatory. If the Consumer does not provide sufficient information, IP&E GBA Limited may not be able to process the Consumer's LPG account opening application, to supply LPG to the Consumer or to provide other related products and services to the Consumer.

依時能源有限公司可於用戶合同或其後任何時候，為開立或運作石油氣賬戶或於依時能源有限公司在其他方面為用戶持續提供服務，向用戶收集個人資料。依時能源有限公司可向用戶收集的資料包括但不限於其姓名、地址、電話號碼和身份證號碼（「個人資料」）。對於用戶合同內所提供的個人資料，依時能源有限公司可用作以下用途：(a)開立及維持用戶的石油氣賬戶；(b)依時能源有限公司服務之日常運作，以及處理有關依時能源有限公司產品及服務之申請或要求；(c)提供客戶支援、收款及其他與依時能源有限公司產品及服務有關的類似活動；(d)提供維修及售後服務；(e)向用戶宣傳及促銷依時能源有限公司的產品及服務；和(f)作統計分析和市場研究用途。用戶必須提供所需個人資料。如用戶未能提供充分的資料，依時能源有限公司或許不能辦理用戶的石油氣開戶申請、向用戶供應石油氣、或向用戶提供其他相關產品和服務。

2. IP&E GBA Limited may provide or transfer the Personal Data to the third parties that provide administrative, payment, collection, business and operational support to IP&E GBA Limited ("**Specified Third Parties**") in connection with the purposes stated in Paragraph 1 within or outside Hong Kong. In addition, IP&E GBA Limited may disclose the Consumer's Personal Data in order to comply with the provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) ("**PDPO**"), or where otherwise required by any law, regulations, codes of practice or guidelines applicable to IP&E GBA Limited.

依時能源有限公司可為第1條所列之目的，在香港境內或境外，向提供行政、付款、收款、業務和營運支援之第三方（「**指定第三方**」）提供或移轉個人資料。此外，依時能源有限公司可為了遵照《個人資料(私隱)條例》（香港法例第486章）的規定或按照對依時能源有限公司適用的任何法律、法規、業務守則或指引要求披露用戶的個人資料。

3. IP&E GBA Limited may use the Personal Data provided pursuant to the Consumer Contract for direct marketing, including without limitation (a) communicating marketing and promotional materials on IP&E GBA Limited's products and services, which includes after-sales and maintenance services, to the Consumer; and (b) distributing survey forms to obtain feedback on IP&E GBA Limited's products and services. IP&E GBA Limited may transfer the Personal Data to the Specified Third Parties for the purpose of direct marketing. IP&E GBA Limited will not disclose the Personal Data to other third parties for direct marketing by such third parties without the Consumer's consent.

依時能源有限公司可使用以用戶合同為依據而收集的個人資料作直接促銷，包括但不限於(a)向用戶提供有關依時能源有限公司產品和服務（包括售後和維修服務）的營銷和推廣通訊；及(b)向用戶分發問卷調查以獲取對依時能源有限公司產品和服務的意見。依時能源有限公司可為向用戶作直接促銷的目的向指定第三方移轉個人資料。未經用戶同意，依時能源有限公司不會將用戶之個人資料披露予其他第三方以作該等第三方直接促銷之用。

4. At initial registration, the Consumer may require IP&E GBA Limited or any of the persons stated in Paragraph 3 not to use the Personal Data for direct marketing purposes by ticking the box in the Consumer Contract. Under the PDPO, the Consumer has the right to request access to and correction of any personal data that they provide to IP&E GBA Limited. In addition, the Consumer may request IP&E GBA Limited or any of the persons stated in Paragraph 3 to cease to use the Consumer's Personal Data for direct marketing purposes at any time. In these cases, the Consumer may make such a request in writing to the [Customer Service Manager, IP&E GBA Limited, Unit 2808-10, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong] or any other address that may be notified to the Consumer by IP&E GBA Limited from time to time.

用戶在首次登記時可在用戶合同之方格內加上「✓」號，要求依時能源有限公司或第3條所指的任何人士不為直接促銷目的使用個人資料。根據《個人資料(私隱)條例》，用戶有權要求查閱和改正任何其提供給依時能源有限公司的個人資料。另外，用戶可在任何時候要求依時能源有限公司或第3條所指的任何人士終止為直接促銷目的使用用戶的個人資料。用戶可以書面方式提出要求，寄[香港北角英皇道663號泓富產業千禧廣場28樓08-10室]，依時能源有限公司，客戶服務經理收，或依時能源有限公司不時通知用戶的其他地址。

## 中央石油氣和設備供應條款和條件

以下條款和條件適用於向用戶供應中央液化石油氣(「石油氣」):

### 1. 用戶賬戶

- 1.1 依時能源有限公司將於每月向用戶發出賬單，列載其在該月供應給用戶的石油氣數量及應支付的數額，該數額應在賬單所載的最後付款日前支付。
- 1.2 除了上述第1.1條所述的石油氣收費外，依時能源有限公司可向用戶提供其他服務。依時能源有限公司應就該等提供的服務向用戶開出賬單，用戶應在賬單所載的最後付款日前支付該數額。
- 1.3 在不影響依時能源有限公司的其他權利和補救的前提下，若用戶沒有向依時能源有限公司付款，依時能源有限公司可按其獨有的酌情權中止向用戶供應石油氣，而毋須事先通知用戶。
- 1.4 在不影響依時能源有限公司的其他權利和補救(不論是根據用戶合同或法律的一般原則)的前提下，如根據用戶合同用戶有過期未付款額，應收取過期未付款額之利息，而利息按照月息百分之一點五(1.5%)，自到期付款日起計算至全數付清之日止(判決前後適用)。
- 1.5 若根據第1.3條或第3.3條終止供應石油氣，用戶必須先付重駁費，方可獲恢復石油氣供應。

### 2. 石油氣的價格

- 2.1 依時能源有限公司每月會按當時有效石油氣單價計算石油氣費用。石油氣單價將適時通知用戶。依時能源有限公司保留不時更改石油氣單價的權利，而毋須事先通知用戶。

### 3. 進入場所

- 3.1 用戶承諾在收到合理通知後，准許依時能源有限公司或指定承辦商的僱員、代表和代理人進入用戶的場所，以便定期抄錶、檢查和維修全部或部份設備(定義見第4.1條)和屋內喉管(定義見第3.5條)，或進行依時能源有限公司或指定承辦商認為需要進行的任何工程。
- 3.2 用戶准許依時能源有限公司或指定承辦商的僱員、代表和代理人進入用戶場所及用戶場所所屬屋苑，以便定期抄錶、檢查並維修全部或部份系統(定義見第3.6條)。
- 3.3 用戶承諾遵守由依時能源有限公司或指定承辦商就減低任何危害所採取的措施而發出的任何書面通知，以確保符合中華人民共和國香港特別行政區(「香港」)的適用法律和規例和香港政府或任何適用政府機構制定的安全要求。若用戶沒有遵守該通知，依時能源有限公司有權立即中止向用戶供應石油氣，用戶應立即將設備交還。
- 3.4 用戶確認並承認其應負責有關保養和維修屋內喉管的一切費用、開支和收費。
- 3.5 「屋內喉管」指為輸送石油氣安裝在用戶場所內或用戶場所入牆的系統的固定部份，但不包括設備和用戶場所內的石油氣爐具。
- 3.6 「系統」指供應網絡和由散裝儲罐、鋼瓶、替代的鋼瓶、汽化器、附設設施和其替代物組成的設施、工程、設備、物件和裝置，和所有管道、地下喉管、錶、調節器、汽化管道系統和其相關閥門、坑道、氣體喉管、供氣分喉，以及在用戶場所為其一部份的土地和建築物之地面或地下安裝的、在公共道路和公共路徑上永久安裝的其他設備、管道、閥門、立管、其他部份和其替代物，以及需用作安置和保護上述項目的場所和/或導入裝置，包括屋內喉管，但不包括設備和用戶場所內的石油氣爐具。

### 4. 設備

- 4.1 為確定供給用戶的石油氣數量，依時能源有限公司將安裝或當作已安裝由依時能源有限公司供應的石油氣錶、調節器和安全掣(「設備」)在用戶的場所內或依時能源有限公司認為適合的其他地方。
- 4.2 用戶承諾妥善保管設備，並保持在清潔和可運作狀態，並於用戶合同終止時按要求，將設備交還給依時能源有限公司或指定承辦商。
- 4.3 用戶應負責設備因任何原因造成的任何損失或損毀(正常損耗除外)，並應以依時能源有限公司當時所定更換設備或修理設備的價格修好該損失或損毀。
- 4.4 用戶承諾不會改動、拆除或干擾，也不會允許除依時能源有限公司或指定承辦商的僱員、代表、代理人或承包商以外的人士改動、拆除或干擾設備、系統或其任何部份。

### 5. 保證按金及其他收費

- 5.1 依時能源有限公司有權要求用戶支付任何數額的按金，作為用戶應付給依時能源有限公司的款額的保證。
- 5.2 保證按金不得轉讓。用戶合同因任何原因終止時，在扣除用戶有關根據用戶合同供應的石油氣而尚欠的款額後，保證按金不連利息將退還給用戶。

- 5.3 保證按金由依時能源有限公司訂定，依時能源有限公司保留不時更改保證按金金額的權利，而毋須事先通知用戶。
- 5.4 用戶承認並同意在依時能源有限公司要求時可將全部或部份按金轉移至任何第三方。
- 5.5 用戶須支付 (i) 每月基本收費，如客戶的石油氣費用少於每月基本收費，則客戶須繳付每月基本收費。基本月費為本公司的基本行政費用，包括賬單處理、報錶及客戶服務等。(ii) 每月保養費，每月保養月費包括由合資格的註冊氣體技術員檢查及維修爐具、預約檢查爐具服務、以及提供定期安全檢查，到訪用戶家中檢查石油氣爐具、內喉和室外喉管。各項收費詳情將於申請開戶時列明及提供，並可向本公司索取。本公司可酌情不時作出調整各項收費項目及款額。
- 6. 石油氣錶的記錄**
- 6.1 為開發票目的，已供應的石油氣數量應按照石油氣錶所示的度數為準。
- 6.2 因任何理由不能進入用戶的場所以致不能抄記石油氣錶的度數，依時能源有限公司有權估計已供應給用戶的石油氣數量，作為計算月費的依據。該估計將於可抄記實際度數後作出改正，並於隨後的發票上作出相應調整。
- 6.3 若發現石油氣錶失靈而導致未有記錄耗用量，在石油氣錶停止記錄的該月所供應的石油氣數量應被視為在該月之前的三個月用戶耗用量的平均數。
- 6.4 若用戶對石油氣錶的準確性有合理懷疑，依時能源有限公司將會在收到用戶正式通知後安排驗錶，以檢驗石油氣錶的準確度是否在當時國際法制計量組織OIML國際建議規格的允許差異限制之內（現時的限制為石油氣用量的正負百分之三）。若石油氣錶的準確度在允許差異限制之內，用戶須要繳交檢驗石油氣錶的費用予依時能源有限公司。
- 7. 終止**
- 7.1 用戶可提前不少於七 (7) 天書面通知依時能源有限公司終止用戶合同。用戶如沒有向依時能源有限公司提供足夠的通知期終止用戶合同，用戶應負責其承繼人在該場所內的石油氣耗用量。
- 7.2 若用戶違反任何本條款和條件，依時能源有限公司可毋須給予通知在任何時候終止用戶合同。依時能源有限公司也可提前不少於三十 (30) 天書面通知用戶後終止用戶合同。
- 8. 不可抗力**
- 8.1 若由於任何依時能源有限公司不能控制的原因防止或阻礙向用戶供應石油氣或其履行用戶合同下的義務，該等不能控制的原因包括但不限於意外、罷工、停工、民眾騷亂、獲取原料或燃料油或機件出現困難、電源、電訊、資料系統或網路的削弱或故障、機器故障（非由依時能源有限公司的嚴重疏忽所引致）、出現戰爭、恐怖活動或其威脅和政府機構的干擾，依時能源有限公司不對用戶負上責任，依時能源有限公司也不被視為違反與用戶的協議，用戶不得向依時能源有限公司提出損害賠償或其他形式的索償。
- 9. 責任**
- 9.1 用戶應在任何時候均負責和賠償依時能源有限公司，並使依時能源有限公司免受損於因設備、屋內喉管、爐具和管道或軟管的火災、溢漏或爆炸直接或間接造成財物或個人遭受的一切責任、索償、損失或任何性質的損害，若該等責任、索償、損失或損害是由於依時能源有限公司沒有在合理時間內將其所知的缺陷修補而直接或間接造成的則除外。
- 9.2 為免存疑，用戶應負責其名下賬戶應付給依時能源有限公司的一切收費和費用，不論所供應的石油氣是由用戶和/或其他人士所使用，均應支付所有該等收費和費用。
- 9.3 用戶承諾若懷疑系統、設備或屋內喉管或用戶使用的任何爐具或管道或軟喉有缺損或洩漏石油氣，會立即通知依時能源有限公司。
- 9.4 用戶只可使用或允許安裝符合香港政府不時執行生效的安全規例或任何適用的氣體安全守則的爐具、喉管或軟管。
- 10. 資料私穩**
- 10.1 依時能源有限公司可就石油氣供應或依時能源有限公司在其他方面為用戶持續提供服務，於用戶合同或在其後任何時候，向用戶收集個人資料（如用戶合同所列出之收集個人資料聲明所定義）。依時能源有限公司在使用其收集到的個人資料時必須遵守《個人資料（私隱）條例》（香港法例第486章）及於用戶合同或用於收集用戶個人資料之其他表格上所列出之收集個人資料聲明的規定。
- 11. 依時能源有限公司修訂條款和條件的權利**
- 11.1 依時能源有限公司有權於任何時候在向用戶作出通知後更改、增加或刪除任何本條款和條件，該等通知可以張貼在依時能源有限公司位於用戶場所所屬屋苑的店舖內（如適用）或以依時能源有限公司認為適當的其他方式給予。用戶同意（不論是否由用戶使用）使用供應的石油氣即構成其同意接受本條款和條件的更改、增加或刪除。

**12. 先前公布的條款和條件及文本**

12.1 本條款和條件取代任何先前由依時能源有限公司公布的條款和條件(若有的話)。

12.2 用戶合同和本條款和條件以英文和中文書寫。若英文文本和中文文本有任何不一致或抵觸，應以英文文本為準。

**13 通知**

13.1 根據用戶合同向用戶發出的通知，如留在或郵寄至用戶合同上列載的用戶地址，或如該地址設有信箱，將該通知投入該信箱內，即視為妥為送達。

**14 第三者權利**

14.1 雙方並沒有意圖由任何非用戶合同合約方的人士憑藉《合約(第三者權利)條例》(香港法例第623章)強制執行用戶合同的任何條款。

**15 轉讓**

15.1 依時能源有限公司無須獲得用戶同意，有權將其用戶合同下的全部或任何權利及責任轉讓及/或轉移予第三方。用戶未取得依時能源有限公司的事先書面同意，不得將其用戶合同下的全部或任何權利及責任轉讓及/或轉移予任何第三方。

**16 規管法律和司法管轄權**

16.1 用戶合同內之條件應受香港法律所規管，並應按其解釋。雙方不可撤銷地接受香港法院獨占性的司法管轄。

## SUPPLY OF PIPED-IN LPG AND EQUIPMENT TERMS AND CONDITIONS

The following terms and conditions shall apply to the supply of piped-in liquefied petroleum gas ("LPG") to the Consumer:

### 1. Consumer Account

- 1.1 An invoice will be sent monthly to the Consumer by IP&E GBA Limited stating the amount of LPG supplied to the Consumer during that month and the amount payable therefor and such amount is payable on or before the due date as stated on the invoice.
- 1.2 In addition to the LPG charges as stated in Clause 1.1, IP&E GBA Limited may render other services to the Consumer. An invoice for such services rendered shall be sent to the Consumer and the amount of such invoice shall be payable by the Consumer to IP&E GBA Limited on or before the due date as stated on the invoice.
- 1.3 Without prejudice to IP&E GBA Limited's other rights and remedies, IP&E GBA Limited may at its sole discretion discontinue the supply of LPG to the Consumer without prior notice should the Consumer fail to make payment to IP&E GBA Limited.
- 1.4 Without prejudice to IP&E GBA Limited's other rights and remedies, whether under the Consumer Contract or under general principles of law, interest shall be chargeable on the outstanding amount of any sums owing by the Consumer under the Consumer Contract at the rate of one point five per cent (1.5%) per month from the date the payment became due until actual payment in full (after as well as before judgment).
- 1.5 If the supply of LPG is disconnected under Clauses 1.3 or 3.3, a reconnection fee is payable by the Consumer in advance prior to the resumption of LPG supply.

### 2. LPG Price

- 2.1 IP&E GBA Limited shall calculate the LPG charges covered for each month for the time being in force. IP&E will notify the Consumer the unit price of LPG in due course. IP&E GBA Limited reserves the right to alter the LPG unit price from time to time without prior notice.

### 3. Access to Premises

- 3.1 The Consumer undertakes, on being given reasonable notice, to grant to the employees, representatives and agents of IP&E GBA Limited or Authorized Contractors access to the Consumer's premises for the purpose of periodic meter reading, inspecting and repairing of all or part of the Equipment (as defined in Clause 4.1) and Internal Piping (as defined in Clause 3.5), or carrying out any work thereon considered necessary by IP&E GBA Limited or Authorized Contractors.
- 3.2 The Consumer hereby grants to the employees, representatives and agents of IP&E GBA Limited or Authorized Contractors access to the Consumer's premises and the estate of which the Consumer's premises forms part for the purpose of periodic meter reading, inspecting and repairing of all or part of the System (as defined in Clause 3.6).
- 3.3 The Consumer undertakes to comply with any notice in writing received from IP&E GBA Limited or Authorized Contractors in respect of any measures to be taken to eliminate any hazard to ensure conformity with applicable laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and safety requirements established by the Government of Hong Kong or any applicable government authorities and if the Consumer fails to comply with such notice IP&E GBA Limited shall be entitled to immediately discontinue the supply of LPG to the Consumer and the Consumer shall forthwith deliver the Equipment to IP&E GBA Limited.
- 3.4 The Consumer hereby confirms and acknowledges that it shall be responsible for all of the costs, expenses and charges in relation to the maintenance and repair of the Internal Piping.
- 3.5 "**Internal Piping**" means the fixed part of the System employed for the conveyance of LPG that is situated within the Consumer's premises or inside the walls of the premises of the Consumer, excluding the Equipment and gas appliances within the Consumer's premises.
- 3.6 "**System**" means the supply network and facilities, works, equipment, things and services comprising bulk storage tanks, cylinders, replacement cylinders, vaporizers, ancillary facilities and the replacements thereof, and all piping, conduits, meters, regulators, vapor phase piping system, together with its or their associated valves, pits, gas pipes, service pipes and other equipment, pipelines, valves, risers, other parts and the replacements thereof permanently installed in, on, over, or under the land and buildings of which the Consumer's premises is part of, and on the public roads and paths, and the premises and/or services required for housing and protecting the same, including the Internal Piping but excluding the Equipment and gas appliances within the Consumer's premises.

### 4. Equipment

- 4.1 To determine the quantity of LPG supplied to the Consumer, LPG meter(s), regulator(s) and safety valve(s) ("**Equipment**") supplied by IP&E GBA Limited will be installed or deemed to have been installed by IP&E GBA Limited in the Consumer's premises or at such other place IP&E GBA Limited deems fit.
- 4.2 The Consumer undertakes to keep the Equipment in safe custody and clean and working condition and to return the same to IP&E GBA Limited or to a newly appointed authorized contractors as may be directed by IP&E, upon demand, in such condition at the termination of the Consumer Contract.
- 4.3 The Consumer shall be responsible for any loss of or damage (other than fair wear and tear) to the Equipment thereto howsoever such loss or damage may be caused and shall make good such loss or damage at the replacement or restoration value thereof for the time being as may be determined by IP&E GBA Limited.
- 4.4 The Consumer undertakes not to alter, remove or interfere with, and not to permit the Equipment, the System or any part thereof to be altered, removed or interfered with by any person other than the employees, representatives, agents or contractors of IP&E GBA Limited and/or IP&E.

### 5. Security Deposit and Service Fees

- 5.1 IP&E GBA Limited reserves the right to require the Consumer to deposit any amount as security for all sums of money payable by the Consumer to IP&E GBA Limited.
- 5.2 The security deposit is non-transferable. The security deposit is refundable, without interest, after deducting any amount that may be due from the Consumer in respect of the supply of LPG under the Consumer Contract, to the Consumer upon termination of the Consumer Contract howsoever caused.
- 5.3 The security deposit shall be determined by IP&E GBA Limited, and IP&E GBA Limited reserves the right to change the amount of security deposit from time to time without prior notice.
- 5.4 Consumer acknowledges and agrees that all or part of the deposit may be transferred to the third party, at the request of IP&E.
- 5.5 Service fees are payable by the Consumer. (i) The basic monthly charge which is a basic admin fee, including billing handling, meter reading and customer service hotline service, etc. If the monthly LP gas consumption is less than the mentioned amount, the Consumer is required to pay accordingly. (ii) The monthly maintenance fee which covers labour costs for qualified and registered gas technicians to undertake maintenance and repair, on-demand inspection, and a regular safety inspection on certain cycle of customers' home gas appliances, gas installation pipes and external gas pipes. Details of service fees will be provided upon account opening or are available on request. IP&E may at its discretion revise/modify the chargeable items and amounts thereof from time to time.

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## **6. Records of LPG Meters**

- 6.1 The quantity of LPG supplied for invoicing purposes will be determined on the basis of the readings as indicated on the LPG meter.
- 6.2 In the event that the taking of reading from the LPG meter is not feasible due to access to the Consumer's premises is not granted for whatever reason, IP&E GBA Limited reserves the right to estimate the quantity of LPG supplied to the Consumer for the purpose of calculating the monthly charge. Any such estimation will be rectified once the meter has been actually read, with the appropriate adjustment being made in the invoice immediately following the actual reading of the LPG meter.
- 6.3 In the event that any LPG meter found not to be recording, the quantity of LPG supplied during the month such LPG meter is found not to be recording shall deem to be the average of the LPG consumed by the Consumer for the immediate preceding three months.
- 6.4 Should the Consumer have reasonable doubt about the accuracy of the LPG meter, IP&E GBA Limited will, after receiving due notice from the Consumer, arrange a test to check whether the accuracy of the LPG meter lies within the permission variation limit from time to time stipulated under the OIML (The International Organization of Legal Metrology) International Recommendation for gas meters (such limit currently being plus or minus 3% of the gas consumed). The Consumer shall pay IP&E GBA Limited such test fee charged by IP&E GBA Limited if the accuracy of the LPG meter is within the permissible variation limit.

## **7. Termination**

- 7.1 The Consumer Contract may be terminated by the Consumer by giving IP&E GBA Limited not less than seven (7) days' prior written notice. Failure to provide sufficient notice to IP&E GBA Limited to terminate the Consumer Contract will render the Consumer liable for LPG consumed by the Consumer's successor in the same premises.
- 7.2 The Consumer Contract may be terminated by IP&E GBA Limited at any time without notice if the Consumer is in breach of any of these Terms and Conditions, and may otherwise be terminated by IP&E GBA Limited by giving the Consumer not less than thirty (30) days' prior notice in writing of such termination.

## **8. Force Majeure**

- 8.1 In the event of any cause beyond IP&E GBA Limited's control including, but not limited to, accidents, strikes or lock-outs, civil commotions, difficulties in obtaining raw materials, fuel, or machinery parts, diminishment or failure of power, telecommunications, data systems, or networks, machinery breakdowns (not caused by IP&E GBA Limited's gross negligence), emergencies of war, terrorist activities or threats thereof, and interference of government authorities, preventing or impeding the supply of LPG to the Consumer or the performance of IP&E GBA Limited's obligations hereunder, IP&E GBA Limited shall not be liable to the Consumer or deemed to be in breach of its agreement with the Consumer and the Consumer shall not make any claim for damages or otherwise against IP&E GBA Limited.

## **9. Liability**

- 9.1 The Consumer shall at all times be liable and shall indemnify and hold IP&E GBA Limited harmless in respect of all liability, claim, loss or damage of whatsoever nature incurred or suffered to property or persons caused directly or indirectly by fire, leakage or explosion of the Equipment, Internal Piping, appliance and hoses or flexible piping connected thereto save where such fire, leakage or explosion is caused directly or indirectly by the failure of IP&E GBA Limited within a reasonable period to remedy a defect therefore brought to its attention.
- 9.2 For the avoidance of doubt, the Consumer shall be liable for all charges and fees payable to IP&E GBA Limited in respect of the LPG account(s) opened in the Consumer's name, and shall pay all such charges and fees regardless of whether the LPG supplied was consumed by the Consumer and/ or other person(s).
- 9.3 The Consumer undertakes to advise IP&E GBA Limited immediately of any suspected defect or leak of LPG from the System, the Equipment or Internal Piping or any appliances or hoses or flexible piping thereof used by the Consumer.
- 9.4 The Consumer shall only use and permit to be installed appliances, hoses or flexible piping which conform with the safety regulations and any applicable gas safety codes of practice of the Government of Hong Kong in force from time to time.

## **10. Data Privacy**

- 10.1 IP&E GBA Limited may collect Personal Data (as defined in the Personal Information Collection Statement ("PICS") set out in the Consumer Contract) from the Consumer in the Consumer Contract or any time thereafter in connection with the supply of LPG or otherwise as part of the ongoing services provided to the Consumer by IP&E GBA Limited. Personal Data collected by IP&E GBA Limited shall be used in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and the PICS set out in the Consumer Contract or other form used for collection of the Consumer's Personal Data.

## **11. IP&E GBA Limited's Right to Revise Terms and Conditions**

- 11.1 IP&E GBA Limited reserves the right to alter, add to or delete any of these Terms and Conditions at any time by giving notice to the Consumer by way of display at IP&E GBA Limited's shop located at the estate of which the Consumer's premises forms part (if applicable) or in any other manner IP&E GBA Limited considers appropriate. The Consumer agrees that the use (whether or not by the Consumer) of LPG supplied will constitute the Consumer's acceptance of the alteration, addition and/or deletion of these Terms and Conditions.

## **12. Previously Published Terms and Conditions and Language**

- 12.1 These Terms and Conditions supersede all previously published Terms and Conditions of IP&E GBA Limited, if any.
- 12.2 The Consumer Contract and these Terms and Conditions are written in both English and Chinese. In the event of any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.

## **13. Notice**

- 13.1 Notice to the Consumer under the Consumer Contract shall be deemed to have been duly served by leaving such notice at or posting such notice to the Consumer's address as stated in the Consumer Contract, or if there is a letter box for that address, by inserting through the letter box such notice.

## **14. Third Party Rights**

- 14.1 The parties hereto do not intend that any term of the Consumer Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), by any person who is not a party to the Consumer Contract.

## **15. Assignment**

- 15.1 IP&E GBA Limited shall have the right to assign and/or transfer all or any of its rights and obligations under the Consumer Contract to any third party (as directed or approved by IP&E GBA Limited) without the consent of the Consumer. The Consumer shall not assign and/or transfer all or any of his/her rights and obligations under the Consumer Contract to any third party without the prior written consent of IP&E GBA Limited.

**16**

**Governing Law and Jurisdiction**

16.1

The Consumer Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong.