



UKLPG ACCREDITED

Distributors of Autogas Systems

TERMS and CONDITIONS

INTRODUCTION

- (A) UKLPG approves UKLPG Approved Autogas Installers so as to provide Consumers with assurance that all installers have received training and been examined and inspected by UKLPG to demonstrate their ability to undertake installations of Autogas Systems and other related work in a safe and satisfactory manner and in accordance with UKLPG Codes of Practice
- (B) If a Distributor of Autogas Systems undertakes installations of Autogas Systems on Consumers vehicles and wishes to become Accredited then it will be necessary for the Distributor to become a UKLPG Approved Autogas Installer for a period (minimum 12 months of satisfactory operation within the scheme) prior to applying to becoming Accredited.
- (C) If the Distributor is not and will not become a UKLPG Approved Autogas Installer then UKLPG will need to have demonstrated to it, usually by way of at least 12 months trading and references from UKLPG Approved Autogas Installers, satisfactory business practices and an appropriate level of technical support to installers in the UK.
- (D) A Distributor must agree to comply with these Terms and Conditions to become Accredited by UKLPG
- (E) These Terms and Conditions are in addition to and do not supersede any legal or statutory requirements applicable to any Distributor, UKLPG Approved Autogas Installer or any other person.
- (F) Accreditation is open to Distributors based in the United Kingdom who operate as sole traders, partnerships (whether incorporated or unincorporated) or limited companies.

1. DEFINITIONS

In these Terms and Conditions the following defined terms have the following meaning;

‘Accredited’	means accreditation of a Distributor by UKLPG under and in accordance with these Terms and Conditions and Accreditation shall mean becoming Accredited;
‘Accreditation Certificate’	means the certificate issued by UKLPG to a Distributor which confirms that the Distributor is Accredited;
‘Autogas’	means the name of the fuel, also known as LPG (Liquefied Petroleum Gas);
‘Autogas System’	means a system that can be fitted to a vehicle to enable that vehicle to run on Autogas;
‘the Board’	means the board of directors of UKLPG;
‘Code of Practice 11’	means the UKLPG Code of Practice 11 relating to Autogas installations and which is available from UKLPG;
‘Consumer’	means a purchaser of an Autogas System;
‘Distributor’	means a distributor of Autogas Systems;
‘Drivers Operation Manual’	means the manual supplied by a UKLPG Approved Autogas Installer to a Consumer at the time of installation of an Autogas System;
‘Terms and Conditions’	means these Terms and Conditions for UKLPG Accredited Distributors of Autogas Systems;
‘UKLPG’	means UK LPG a company limited by guarantee incorporated in England & Wales with Company Number 00977549 whose registered office is at Camden House, 201 Warwick Road, Kenilworth, CV8 1TH;
‘UKLPG Approved Autogas Installer’	means an installer of Autogas Systems approved by UKLPG; and whose approval is currently valid
‘UKLPG Vehicle Register’	means the central online register of vehicles which have been placed on the UKLPG Vehicle Register by a UKLPG Approved Autogas Installer.

2. TERMS AND CONDITIONS

- 2.1 To become Accredited a Distributor must provide UKLPG with written confirmation from the Autogas System manufacturer that:
 - 2.1.1 The Distributor is an authorised importer of the manufacturer's Autogas Systems into the UK;
 - 2.1.2 The Autogas System in question carries a full manufacturers warranty for a period of 2 years in the UK;
 - 2.1.3 The Distributor is authorised to train installers in the installation of the manufacturer's Autogas Systems; and
 - 2.1.4 The manufacturer will advise UKLPG directly and in writing if they cease supplying the Distributor with Autogas Systems.
- 2.2 To achieve and maintain Accreditation the Distributor agrees to comply with these Terms and Conditions at all times. Failure to comply with the Terms and Conditions may result in the Distributor's accreditation being removed and if applicable their status as a UKLPG Approved Autogas Installer being reviewed.
- 2.3 In relation to Autogas Systems the Distributor agrees to:
 - 2.3.1 Supply only Autogas Systems (comprising components of a minimum ECU, Regulator and Injectors) which are supplied as one brand which have been authorised by that brand's manufacturer for use in the UK (the supply of a mix of brands as a "front end kit" is not permitted as this removes the one stop warranty for Consumers in the event that a Distributor ceases to trade or is unable or unwilling to fulfil warranty commitments);
 - 2.3.2 Supply only Autogas Systems which carry the full manufacturers component warranty for a minimum period of 2 years
 - 2.3.3 Supply only systems which are homologated under ECE67/01;
 - 2.3.4 Ensure that the Autogas System supplied works as the system manufacturer intended on the vehicle model to which it is to be fitted, taking account of UKLPG published cautionary notices and other information received;
 - 2.3.5 Supply only Autogas Systems which will give an improvement in tailpipe emission levels after installation as required in the separate terms and conditions which apply to UKLPG Approved Autogas Installers;
 - 2.3.6 Provide a Drivers Operation Manual meeting the requirements of Code of Practice 11 with each front end kit sold;
 - 2.3.7 Ensure full records are maintained of Autogas Systems or major components sold to aid traceability in the event of any faults or manufacturer recalls;
 - 2.3.8 Not sell equipment for a DIY or home installation without ensuring that the vehicle is returned to the equipment supplier or his nominated agent for commissioning, set up, emission tests and full inspection leading to the vehicle being placed on the UKLPG Vehicle Register;
 - 2.3.9 Not to sell Autogas Systems (whether complete or parts), components or equipment to parties who are known to sell DIY or home installation kits without ensuring the vehicle is returned for commissioning, set up, emission tests and full inspection by a UKLPG Approved Installer leading to the vehicle being placed on the UKLPG Vehicle Register;
 - 2.3.10 Register with UKLPG details of the brand of Autogas Systems and manufacturers of Autogas Systems distributed and only distribute those brands of equipment accepted by UKLPG.

- 2.4 In relation to installers the Distributor agrees to:
- 2.4.1 Supply only to UKLPG Approved Autogas Installers or installers who the Distributor has assessed as competent in undertaking an installation of an Autogas System in accordance with Code of Practice 11. The Distributor has a duty to ensure that the installer can reliably install Autogas Systems to this standard and also to ensure satisfactory running of the vehicle post installation. This is important for the reputation of the Distributor, UKLPG and the industry generally.
 - 2.4.2 Where an installer has been assessed as already competent to undertake an installation of an Autogas System in accordance with Code of Practice 11 then the Distributor can just provide training on the installation of the Autogas System supplied. In this case the training certificate provided will specify “received training in the installation of [brand] equipment”;
 - 2.4.3 Advise UKLPG in cases where supply to an installer ceases or is withdrawn so that UKLPG may remove the brand of equipment from the list that the installer is authorised to fit and take appropriate action in cases of unsatisfactory installation standards.
 - 2.4.4 Supply a minimum network of 20 UKLPG Approved Autogas Installers who are located throughout the UK to ensure consumers can have the system supplied serviced within reasonable travelling time irrespective of their geographical location.
- 2.5 In relation to technical support the Distributor agrees to:
Provide full technical support throughout the UK to installers to whom they have supplied Autogas Systems, both at their premises and when appropriate at the premises of the installer to assist installers in resolving running problems and customer complaints.
- 2.6 In relation to insurance the Distributor agrees to:
Hold adequate business insurance including public liability of at least £1,000,000 for each and every claim. The insurance certificate must be shown to UKLPG on request.
- 2.7 In relation to warranty coverage the Distributor agrees:
- 2.7.1 to provide a minimum of 24 months or 20,000 miles (whichever expires first) full parts warranty on the Autogas Systems supplied.
 - 2.7.2 to procure that its installers offer an equivalent warranty to that referred to in clause 2.7.1 above to each Consumer who has an Autogas System installed on a vehicle.
 - 2.7.3 to procure that the warranty referred to in clause 2.7.2 above is transferrable by Consumers in the event of a change of ownership of the vehicle to which an Autogas System was installed;
 - 2.7.4 that in the event of failure of an installer to resolve problems directly with a Consumer, to provide support either directly or indirectly through an alternative installer within reasonable travelling time for the Consumer irrespective of their geographical location
- 2.8 In relation to general business practices the Distributor agrees to:
- 2.8.1 Carry out business in a way so as not to damage the reputation of UKLPG Approved Autogas Installers, UKLPG, or the industry generally.
 - 2.8.2 Pay membership and other fees due to UKLPG by direct debit without delay.

3. CHANGE OF NAME

- 3.1 Limited companies, partnerships and sole traders are all legal entities. The Distributor can have a separate trading name which can be changed without affecting its legal status. In such cases where evidence is provided that the new trading name is for the original business then the records of the Association are changed and a new Accreditation Certificate is issued.
- 3.2 If the entity itself changes rather than just the trading name, then the Accreditation of the old Distributor will be removed and may be replaced by the new company on completion of an application, and an undertaking to meet all obligations, commitments and warranties (whether financial or otherwise) of the old Distributor.
- 3.3 Where a Distributor is unable to meet all the requirements of UKLPG, and to avoid the industry's reputation being tarnished with phoenix-type or pre-pack situations, any application under this clause 3 may be referred to the Board of the Association for consideration and to consider all relevant technical and reputational issues before deciding whether to accept or decline the application.

4. COMPLAINTS

- 4.1 One of the roles of UKLPG is to facilitate a solution to complaints between Distributors and Installers.
- 4.2 In the event of a complaint or disagreement between a Distributor and Installer the complainant should write to UKLPG with full details. UKLPG will then write to the other party in the disagreement / complaint for their view and details of any proposed action. If after UKLPG has written to a party and no response is received 1 further letter will be sent following which if there is still no response then the matter will be treated as "unresolved".
- 4.3 If 3 "unresolved" complaints against one Distributor are logged within any 3-year period then UKLPG reserves the right to, and would in normal circumstances, withdraw Accreditation. If the Distributor wishes to appeal then the matter will be referred to the Board to consider.
- 4.4 The Distributor will be advised in writing, with copies of correspondence, of the submission to the Board. The Distributor is given 15 working days to submit written comments. Normally the Board will reach a decision based on the written evidence but in addition, and on the specific request, the Distributor supplier will be given the opportunity to present their case in person to the Board.

5. GENERAL

5.1 Liability

- 5.1.1 UKLPG does not accept any liability for or on behalf of Distributors or on its own account to Consumers for installations of Autogas Systems to Consumers vehicles whether installed by a UKLPG Accredited Distributor of Autogas Systems or any other person.
- 5.1.2 Nothing in these Terms and Conditions shall limit or exclude UKLPG's liability for;
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which it would be unlawful for UKLPG to exclude or restrict its liability.
- 5.1.3 Subject to clause 5.1.4 above UKLPG does not accept any liability to Distributors for any failure by UKLPG to comply with its obligations under these Terms and Conditions.

5.2 Force Majeure

- 5.2.1 UKLPG nor any Distributor shall be in breach of their obligations under these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.

5.3 Confidentiality

- 5.3.1 UKLPG and Distributors undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 5.3.2 below.
- 5.3.2 UKLPG and Distributors may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 5.3 and as may be required by law, court order or any governmental or regulatory authority.
- 5.3.3 Neither UKLPG nor Distributors shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

5.4 Conflict with other Agreements

If there is an inconsistency between any of the provisions of these Terms and Conditions and the provisions of the UKLPG Approved Autogas Installer Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

5.5 Third Party Rights

No one other than UKLPG and Distributors shall have any right to enforce any of these Terms and Conditions.

5.6 Governing Law and Jurisdiction

5.6.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5.6.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).