

Contract conditions for the provision of piped propane gas - Annex A

1. Gas will be provided to the consumer by Rolear - Automatizações, Estudos e Representações, S.A., the owner of the registered trademark Rolegás and hereinafter referred to as Rolear, and/or as the entity or person appointed by Rolear. Gas will be provided at the place designated by the consumer, using a meter and a reducer, which are the property of Rolear, while the contract remains in force.
2. The piped propane gas provision contract is subject to the charges being paid, except where there is a provision to the contrary and subject to written agreement.
3. For the purposes of signing the supply contract, the place where the gas is to be supplied must be inspected by Rolear technicians and by a recognised inspection agency approved by the Direção Geral de Energia e Geologia (General Directorate for Energy and Geology). Said inspections must be arranged and paid for by the client, under the terms of the applicable legislation and regulations.
4. The gas will be provided at the prices shown in the Rolear price list; prices may be changed at any time. Changes to prices will be communicated to the consumer through publication on the Rolegás website and in daily news with a minimum notice period of eight days.
5. Bills are issued monthly and include the values relating to gas consumption and the fixed rate.
6. The consumption of gas is billed on the basis of the meter reading, carried out by Rolear or provided by the consumer (in cubic metres - m³ - and considering only the unit digits). Readings taken by Rolear's technicians shall prevail over readings provided by the consumer.
7. The invoice for a period without reading the meter, shall display only the fixed term. In the event that the meter stops working or is interfered with, consumption will be determined from the average consumption figure from the previous calendar year.
8. The value relating to the fixed rate is calculated on the basis of the number of days that the billing period relates to.
9. If the provision of piped propane gas is interrupted for a reason attributable to the consumer, the fixed rate shall not be suspended and shall be billed as normal.
10. Bills must be settled on or before the final payment date shown on them and can be paid by direct debit or ATM, or in person at Rolear offices, CTT, Payshop and Pagaqui points.
11. The assembly or reopening of the meter, the equipment inspection and the cut-off of supply, requested by or due to the consumer, will be charged in accordance with the Rolear price list.
12. For the purposes of what is stated in the previous clause, the consumer is obligated to provide free access to the consumption location for the staff duly authorised by Rolear.
13. Manipulation or attempted manipulation of the timer, as well as interference or attempted interference with the gas cut-off seal are chargeable under the terms set on the Rolear price list, without prejudice to the possibility of legal action being taken.
14. The contract comes into force on the date of signing and shall remain in force until the end of the following month. It will be considered to be renewed for consecutive periods of one month if neither of the parties terminates it by registered letter no later than eight days prior to its expiry date or any of its renewal dates.
15. Rolear reserves the right to terminate the contract and to cut off the supply of gas in the event of non-compliance on the part of the consumer with any of the clauses of the contract.
16. Termination of the present contract, under the terms of the previous clause, requires the consumer to immediately pay the full sum due within the scope of this contract and to indemnify Rolear for any loss or damage suffered, if applicable.
17. The court of the district of Faro is agreed on for the resolution of all questions arising from this contract and all other courts are hereby renounced.
18. Rolear and the consumer agree that their respective domiciles for the purposes of summonses in the case of litigation shall be the addresses provided upon signing the present contract. Specifically, Rolear's domicile for the aforementioned purposes shall be its head office and the consumer's shall be at the consumption address or, if they have indicated a different address for receiving correspondence, they will be taken to be resident at this latter address.
19. In the event of litigation, the consumer may turn to an Alternative Resolution Entity for Consumption Litigation. The competent body to settle conflicts relating to contracts signed in the district of Faro is the Centro de Informação, Mediação e Arbitragem de Conflitos de Consumo do Algarve (Algarve Centre for Information, Mediation and Arbitration of Consumption Conflicts), located at the Ninho de Empresas building, Estrada da Penha, 8005-131 Faro, with the telephone number. 289823135, fax 289812213, email address cimaal@mail.telepac.pt and website www.consumidoronline.pt. More information is available on the Consumer M Portal: www.consumidor.pt.