

**SPECIALITY OXYGEN SERVICE LTD (SOS) TERMS AND CONDITIONS OF STANDARD SUPPLY CONTRACT**

**1.0. Price and Payment**

- 1.1. Payment shall be made to SOS no later than the thirtieth day after the date of invoice.
- 1.2. SOS should be notified immediately of any error on an invoice.
- 1.3. Payment shall be made annually, either by Direct Debit, BACS or credit/debit card.
- 1.4. A minimum qualifying rental spend of £1,000 plus VAT per year applies to monthly Direct Debit payment options.
- 1.5. If any payment is overdue, SOS reserves the right to stop the delivery of goods or provision of services.
- 1.6. If any payment is overdue, SOS reserves the right to charge interest at 5% plus Bank of England base rate for each successive month thereafter until the debt is settled.
- 1.7. All prices and charges are expressed exclusive of VAT which shall be charged as applicable.
- 1.8. SOS reserves the right to adjust prices in line with the UK CPI (consumer price index) annually; one (1) month's prior notification shall be given.
- 1.9. If at any time, SOS's costs change due to government action or to a change in the law, SOS reserves the right to adjust prices to take account of such changes in its costs; one (1) month's prior notification shall be given.
- 1.10. Annual rental charges shall cover up to three (3) free callouts/exchanges, per cylinder, per year and callouts shall be responded to on a next day basis. If the free exchange cylinders quota is reached, charges apply to additional callouts/exchange cylinders as listed below.
- 1.11. Short-term rental charges shall cover up to one (1) free callout/exchange, per cylinder, per month and callouts shall be responded to on a next day basis. If the free exchange cylinders quota is reached, charges shall apply to additional callouts/exchange cylinders as listed below.
- 1.12. Additional callout/exchange cylinder charges:
  - Oxygen Exchange Cylinders: 1.0 litre cylinders/2.0 litre cylinders/2.7 litre cylinders = £15.00 per cylinder
  - Oxygen Exchange Cylinders: 10.0 litre cylinders = £25.00 per cylinder
  - Nitronox (N2O/O2) Exchange Cylinders: 2.0 litre cylinders = £25.00 per cylinder
  - Nitronox (N2O/O2) Exchange Cylinders: 10.0 litre cylinders = £30.00 per cylinder
  - Delivery: £40.00 per delivery

**2.0. Liability and Exclusions**

- 2.1. SOS's liability is as set out in this clause and SOS shall have no liability for any other loss or damage including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts.
- 2.2. SOS holds a public liability insurance policy in line with current legislation.
- 2.3. If SOS's performance of any contract obligation by its normal means is prevented or delayed due to any cause beyond SOS's control, that contract obligation shall be suspended during the period SOS is affected by such cause.
- 2.4. **Force majeure.** SOS shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

**3.0. Customer's Duties and Responsibilities**

- 3.1. The Customer shall provide free of charge, adequate and safe access to the Customer's premises, information and facilities for SOS to carry out its duties and rights under this agreement.
- 3.2. The Customer shall obtain all necessary consents and comply with all legal obligations in relation to the installation or use of any goods supplied or work carried out on the Customer's site.
- 3.3. The Customer shall indemnify SOS against any loss, damage or claims arising from SOS's presence on the Customer's site unless SOS is the negligent party.
- 3.4. All equipment is to be returned in a clean and serviceable condition, failure to do so shall result in a charge to the Customer of £395.00 per cylinder.
- 3.5. The Customer shall not pledge, sell, lend or part with possession of SOS equipment.
- 3.6. The Customer shall not tamper with or modify the equipment, or obliterate, remove or deface identification marks or notices on the equipment.
- 3.7. SOS accepts no responsibility or liability for the serviceability or condition of Customer owned equipment.
- 3.8. The Customer shall transmit to SOS any safety information and ADR (adverse drug reactions) regarding SOS's products.

**4.0. Delivery/Collection**

- 4.1. The SOS Cylinder Report email shall be conclusive evidence of delivery of cylinders.
- 4.2. Failure by SOS to deliver by any time specified shall not entitle the Customer to terminate this agreement.
- 4.3. If delivery cannot be made due to the Customer's act or omission, the attempted delivery shall be deducted from the free callout/exchange cylinders quota as per if one (1) cylinder was exchanged. Repeated delivery attempts shall not be on a next-day basis.
- 4.4. Unnecessary callouts due to the Customer's act or omission shall be deducted from the free callout/exchange cylinders quota as per if one (1) cylinder was exchanged.

**4.5.** A fixed delivery charge of £40.00 applies to waiting times in excess of 60 minutes if SOS representatives are delayed on site prior to delivery of goods due to the Customer's act or omission.

**5.0. SOS Equipment**

**5.1.** The Customer shall not refill or allow the refilling of SOS's cylinders by third parties.

**5.2.** SOS does not warrant that the equipment is suitable for the Customer's intended use if the equipment is not used in line with the specific purpose for which the equipment is designed.

**5.3.** SOS shall maintain SOS owned cylinders in accordance with SOS procedures and current legislation. If this requires interruption of supply this shall, wherever possible, be by prior arrangement with the Customer.

**5.4.** SOS warrants that equipment is in serviceable condition at the time of delivery.

**5.5.** It is the customers' responsibility to regularly check the serviceability of the equipment.

**5.6.** SOS equipment being lost, stolen or damaged shall result in a charge to the Customer of £395.00 per cylinder.

**5.7.** SOS shall supply up to two (2) spare cylinders per primary cylinder.

**5.8.** Therapy masks shall be supplied separately upon request each time a cylinder is delivered; SOS shall provide free of charge 1x adult medium concentration mask, 1x adult hi concentration mask, 1x child hi concentration mask per cylinder; SOS reserves the right to withdraw this offer at any time.

**5.9.** SOS accepts no responsibility for expiry dates and serviceability/condition of masks after delivery.

**6.0. Title and Risk**

**6.1.** All hired goods remain the property of SOS.

**6.2.** Goods are supplied to the Customer for the Customer's sole use.

**6.3.** Responsibility for goods hired or sold passes to the Customer upon delivery.

**7.0. Breach and Termination**

**7.1.** The Customer may terminate this Contract at any time; no refund shall be issued.

**7.2.** If the Customer (being an individual) commits any act of bankruptcy or (being a partnership) any of the partners commits any act of bankruptcy, or (being a company) has a receiver, administrative receiver or administrator appointed or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or if the Customer commits any material breach of any provision of this agreement, SOS may by written notice to the Customer and with immediate effect;

- terminate this agreement or any part.
- suspend all or any of its obligations, and at any time during such suspension terminate this agreement or any part.

**7.3.** Termination shall be without prejudice to any accrued rights of either party.

**7.4.** Upon suspension or termination, SOS shall recover possession of all goods belonging to SOS; the Customer irrevocably authorises SOS to enter its premises for this purpose.

**8.0. Variation and Waiver**

**8.1.** Any variation or waiver of this agreement must be expressly agreed in writing by both parties.

**9.0. Part-Exchange Contract**

**9.1.** Part exchange contracts against privately owned equipment run over a three (3) year period.

**9.2.** The Customer may terminate this Contract at any time; no refund shall be issued.

**9.3.** The three (3) year discounted part-exchange rental charge covers the purchase of the Customer's cylinder by SOS.

**9.4.** After three (3) years, SOS's Standard Supply Contract charges shall apply.

**9.5.** If the Customer cancels the Contract at any time, SOS shall collect the equipment; there shall be no return of the Customer's original equipment.

**10.0. Marketing**

**10.1.** SOS may contact customers via email to share information on products, services, news and events; please email [office@specialityoxygen.co.uk](mailto:office@specialityoxygen.co.uk) if you would like to opt out of these email communications.

**11.0. GDPR**

**11.1.** Please email [office@specialityoxygen.co.uk](mailto:office@specialityoxygen.co.uk) to request a copy of our GDPR policy.

**12.0. The Agreement**

**12.1.** The agreement from point of delivery shall run for a period of one (1) year.

**12.2.** If the Customer cancels within the one (1) year contractual period, any outstanding monies owed for the remainder of the term shall become due immediately; no refund shall be issued.

**12.3.** The agreement shall be governed by English Law and subject to the exclusive jurisdiction of English Courts.