

## **SPECIALITY OXYGEN SERVICE LTD (SOS) TERMS AND CONDITIONS OF MEDICAL GASES 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 reserves the right to suspend or terminate customer accounts and contracts if payment is not received by the thirtieth day after the date of invoice.
- 1.3. SOS should be notified as soon as possible of any error on an invoice.
- 1.4. Payment shall be made annually, either by Direct Debit, BACS or credit/debit card. Monthly Direct Debit payment options are also available, a minimum qualifying rental spend of £1,000 plus VAT per year applies to monthly Direct Debit 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 cleared.
- 1.7. All prices and charges are expressed exclusive of VAT which shall be charged at the applicable rate.
- 1.8. SOS reserves the right to adjust prices 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 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/exchange cylinders, per cylinder, per year 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.
- 1.11. 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 (N<sub>2</sub>O/O<sub>2</sub>) Exchange Cylinders: 2.0 litre cylinders = £25.00 per cylinder
  - Nitronox (N<sub>2</sub>O/O<sub>2</sub>) Exchange Cylinders: 10.0 litre cylinders = £35.00 per cylinder
  - Delivery: £40.00 per delivery

### **2.0. Liability and Exclusions**

- 2.1. SOS's liability is 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 profit, loss of use, and loss of contracts.
  - 2.2. SOS holds a public liability insurance policy in line with Government 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. 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 comply with all legal obligations in relation to work carried out at the Customer's site.
  - 3.3. The Customer shall comply with legal obligations in relation to bona fide status for the supply and use of the licenced medicinal products supplied.
  - 3.4. 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.
  - 3.5. 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.
  - 3.6. The Customer shall not pledge, sell, lend or part with possession of SOS's equipment.
  - 3.7. The Customer shall not tamper with or modify the equipment, or obliterate, remove, deface, or change identification marks, labels, or notices on the equipment.
  - 3.8. SOS accepts no responsibility or liability for the serviceability or condition of Customer owned equipment.
  - 3.9. The Customer shall store licenced products in-line with the conditions set out on the product labels and in a suitable manner to prevent loss or theft.
  - 3.10. At the earliest opportunity, the Customer shall inform SOS of any change to the Customer's bona fide status in relation to the supply and use of SOS's licenced products.
  - 3.11. At the earliest opportunity, the Customer shall inform SOS of any loss or theft of SOS's licenced products.
  - 3.12. At the earliest opportunity, the Customer shall transmit to SOS any safety information and ADR (adverse drug reactions) regarding SOS's licenced 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 or withhold payment.
- 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. Equipment is supplied on a rental basis and remains the property of SOS.
- 5.2. The Customer shall not refill or allow the refilling of SOS's cylinders by third parties.

**5.3.** SOS does not warrant that 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.

**5.4.** 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.

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

**5.6.** It is the customer's responsibility to regularly check the condition and serviceability of the equipment.

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

**5.8.** Medical gases are licenced medicines which are regulated under MHRA (Medicines and Healthcare products Regulatory Agency) directives. SOS must report the theft or loss of licenced products to the MHRA. The MHRA is the UK's regulator of medicines and medical devices and safeguards public health in the UK through the licensing and enforcement of medicinal products for human use, and enforcement of the laws relating to medical devices.

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

**5.10.** Masks and mouthpieces shall be supplied separately, free of charge, upon request by the customer at the time of delivery of cylinders. For oxygen, this offer is limited to 1x adult medium concentration therapy mask, 1x adult hi concentration therapy mask, 1x child hi concentration therapy mask per cylinder; for Nitronox, this offer is limited to 1x mouthpiece per cylinder. SOS reserves the right to withdraw this offer at any time.

**5.11.** Masks and mouthpieces are supplied separately, free of charge, and are not inclusive items with cylinder rental packages. SOS accepts no responsibility or liability for expiry dates and serviceability, or condition, of masks and mouthpieces after delivery.

#### **6.0. Title and Risk**

**6.1.** All hired equipment remains the property of SOS.

**6.2.** Equipment is supplied to the Customer for the Customer's sole use.

**6.3.** Responsibility for equipment 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, or
- 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 equipment belonging to SOS; the Customer irrevocably authorises SOS to enter its premises for this purpose.

**7.5.** Upon suspension or termination, licenced products belonging to SOS which are not returned shall be considered lost or stolen and shall be reported to the MHRA.

#### **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 terminates this Contract at any time, SOS shall recover possession of all equipment belonging to SOS; there shall be no return of the Customer's original equipment. Licenced products belonging to SOS which are not returned shall be considered lost or stolen and shall be reported to the MHRA.

#### **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 minimum period of one (1) year.

**12.2.** If the Customer terminates this contract 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.** SOS reserves the right to update these Terms and Conditions from time to time. A current version of our Terms and Conditions is available to download from our website [www.specialityoxygen.co.uk](http://www.specialityoxygen.co.uk).

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