

SPECIALITY OXYGEN SERVICE LTD (SOS) TERMS AND CONDITIONS OF MEDICAL GASES FOR AMBULANCES SUPPLY CONTRACT

1.0. Price and Payment

- 1.1. A minimum qualifying rental spend of £100 plus VAT per month applies to this Contract.
- 1.2. Payment shall become due immediately upon receipt of invoice.
- 1.3. 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.
- 1.4. SOS should be notified as soon as possible of any error on an invoice.
- 1.5. Payment for rental cylinders, exchange cylinders and delivery shall be made monthly by Direct Debit, BACS or credit/debit card.
- 1.6. If any payment is overdue by more than 30 days, SOS reserves the right to stop the delivery of goods or provision of services.
- 1.7. If any payment is overdue by more than 30 days, 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.
- 1.8. All prices and charges are expressed exclusive of VAT which shall be charged at the applicable rate.
- 1.9. SOS reserves the right to adjust prices at any time; one (1) month's prior notification shall be given.
- 1.10. Exchange cylinder charges and delivery charges:
 - Responder O2 Exchange Cylinders (1L, 2L, 2.7L) = £8.00 per cylinder
 - Responder O2 PLUS Exchange Cylinders = £9.00 per cylinder
 - 40L O2 Exchange Cylinders = £15.00 per cylinder
 - Responder Nitronox Exchange Cylinders (1L, 2L) = £25.00 per cylinder
 - Responder Nitronox PLUS Exchange Cylinders = £30.00 per cylinder
 - Delivery = £40.00

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 profits, 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 £250.00 per cylinder.
- 3.6. The Customer shall not pledge, sell, lend or part with possession of SOS equipment.
- 3.7. The Customer shall not tamper with or modify the equipment, or obliterate, remove or deface identification marks 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. Delivery charges remain applicable if delivery cannot be made due to the Customer's act or omission. Repeated delivery attempts shall not be on a next-day basis.
- 4.4. Delivery charges remain applicable for unnecessary callouts due to the Customer's act or omission.
- 4.5. An additional fixed 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 £250.00 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.

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.** 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.
- 7.2.** Termination shall be without prejudice to any accrued rights of either party.
- 7.3.** 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.
- 7.4.** SOS shall charge the Customer a collection fee of £40.00 for the removal of the equipment.
- 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. Marketing

- 9.1.** SOS may contact customers via email to share information on products, services, news and events; please email office@specialityoxygen.co.uk if you would like to opt out of these email communications.

10.0. GDPR

- 10.1.** Please email office@specialityoxygen.co.uk to request a copy of our GDPR policy.

11.0. The Agreement

- 11.1.** The agreement from point of delivery shall run for a minimum period of six (6) months.
- 11.2.** If the Customer terminates this contract within the six (6) month contractual period, any outstanding monies owed for the remainder of the term shall become due immediately; no refund shall be issued.
- 11.3.** 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.
- 11.4.** The agreement shall be governed by English Law and subject to the exclusive jurisdiction of English Courts.