

**SPECIALITY OXYGEN SERVICE LTD (SOS) TERMS AND CONDITIONS OF BASIC MEDICAL GASES SUPPLY**

**1.0. Price and Payment**

- 1.1. Annual payments shall be made by Direct Debit, BACS, or credit/debit card. Monthly payments shall be made by Direct Debit.
- 1.2. Direct Debit payments are managed by GoCardless and payments shall become due when GoCardless requests funds from your bank. For more information and full terms & conditions visit <https://gocardless.com>.
- 1.3. BACS and credit/debit card payments shall become due upon receipt of invoice unless payment terms are agreed in advance by SOS, in which case your invoice will confirm payment terms.
- 1.4. If any payment becomes overdue, due to the Customer's act or omission, SOS reserves the right to charge statutory interest in line with Government guidelines at 8% plus the Bank of England base rate until the debt is cleared.
- 1.5. SOS reserves the right to charge £25.00 per incident for failed Direct Debit collections and/or cancelled Direct Debit mandates.
- 1.6. SOS should be notified as soon as possible of any error on an invoice. Any error on an invoice does not constitute any deduction to the amount owed. An amended invoice shall be issued and the full amount equal to the contract shall remain payable.
- 1.7. All prices and charges are expressed exclusive of VAT which shall be charged at the applicable rate.
- 1.8. Prices are adjusted each year on 1<sup>st</sup> May; one (1) month's prior notification shall be given.
- 1.9. SOS reserves the right to adjust prices at any time; one (1) month's prior notification shall be given.
- 1.10. Cylinder rental charges shall not cover deliveries or exchange cylinders which shall be charged for separately at the applicable rate(s).
- 1.11. SOS may carry out credit checks for the permissible purpose of supplying rental equipment and credit terms. By entering into this rental agreement, you irrevocably authorise SOS to carry out initial and ongoing credit checks.

**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. Examples of force majeure include flood, drought, earthquake, or any other natural disaster, collapse of buildings, fire, explosion, accident, civil war/riots, armed conflict, imposition of sanctions/embargo, nuclear/chemical/biological contamination, law/action taken by a government or public authority including imposing import/export restrictions, or failing to grant a necessary licence or consent, non-performance of suppliers, interruption or failure of utility service.

**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 all legal obligations in relation to bona fide status for the supply and use of the licensed medicinal products supplied.
- 3.4. 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 licensed products.
- 3.5. 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.
- 3.6. All equipment is to be returned to SOS in a clean and serviceable condition, with no signs of contamination or damage. Failure to do so shall result in a charge to the Customer of:

- 1L / 2L / 2.7L cylinders = £395.00 per cylinder
- 8L / 10L cylinders = £495.00 per cylinder
- 40L cylinders = £600.00 per cylinder
- Detachable valves = £250.00 per valve

- 3.7. The Customer shall not pledge, sell, lend, or part with possession of SOS's equipment.
- 3.8. The Customer shall not tamper with or modify the equipment, or obliterate, remove, deface, or change identification marks, labels, or notices on the equipment.
- 3.9. SOS accepts no responsibility or liability for the serviceability or condition of Customer owned equipment.
- 3.10. The Customer shall store licensed products in-line with the conditions set out on the product labels and in a suitable manner to prevent contamination, damage, loss, or theft.
- 3.11. At the earliest opportunity, the Customer shall inform SOS of any loss or theft of SOS's products.
- 3.12. At the earliest opportunity, the Customer shall transmit to SOS any safety information and adverse drug reactions regarding SOS's licensed products.
- 3.13. At the earliest opportunity, the customer shall inform SOS of any changes to contact details and/or addresses.

**4.0. Delivery/Collection**

- 4.1. The SOS Cylinder Report shall be conclusive evidence of the delivery of cylinders.
- 4.2. In most cases, callouts shall be responded to on a next working day basis (Monday-Friday, excluding public holidays) if the request is made before 1.00 pm Monday-Friday, excluding public holidays. Next day deliveries cannot be guaranteed because adverse factors such as extreme weather events may delay response times in some instances. Geographic restrictions may also delay response times for the Isle of Wight and some areas of Scotland; please contact [office@sosoxygen.co.uk](mailto:office@sosoxygen.co.uk) for more information.
- 4.3. Failure by SOS to deliver by any time specified shall not entitle the Customer to terminate this agreement or withhold payment.
- 4.4. If delivery cannot be made due to the Customer's act or omission, the attempted delivery shall be charged for as per the standard delivery rate. Repeated delivery attempts shall not be on a next-day basis.
- 4.5. Unnecessary callouts due to the Customer's act or omission shall be charged for as per the standard delivery rate.

**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 SOS's cylinders 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:
  - 1L / 2L / 2.7L cylinders = £395.00 per cylinder
  - 8L / 10L cylinders = £495.00 per cylinder
  - 40L cylinders = £600.00 per cylinder
  - Detachable valves = £250.00 per valve
- 5.8. Medical gases are licensed medicines which are regulated under MHRA (Medicines and Healthcare products Regulatory Agency) directives. SOS must report the theft or loss of licensed 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 hired equipment 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 applies for strike off / dissolution / winding up, or if the Customer cancels the Direct Debit, or has overdue unpaid invoice(s) on account, or 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 £60.00 for the removal of the equipment.
- 7.5. Upon suspension or termination, licensed products belonging to SOS which are not returned shall be considered lost or stolen and may be reported to the relevant authorities.
- 7.6. The Customer shall be liable for all court and legal fees incurred by SOS in association with debt recovery measures.

7.7. If any payment becomes overdue, due to the Customer's act or omission, and the Customer is found to have a high-risk/poor credit score, 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.

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

7.9. 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.

7.10. SOS shall charge the Customer a collection fee of £60.00 for the removal of the equipment.

7.11. Upon suspension or termination, licensed products belonging to SOS which are not returned shall be considered lost or stolen and may be reported to the relevant authorities.

7.12. The Customer shall be liable for all court and legal fees incurred by SOS in association with debt recovery measures.

7.13. If misuse of medicines supplied by SOS is suspected on reasonable grounds, 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, and report the incident to the Police, and/or MHRA, and/or CQC.

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

7.15. 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.

7.16. SOS shall charge the Customer a collection fee of £60.00 for the removal of the equipment.

7.17. Upon suspension or termination, licensed products belonging to SOS which are not returned shall be considered lost or stolen and may be reported to the relevant authorities.

7.18. The Customer shall be liable for all court and legal fees incurred by SOS in association with debt recovery measures.

#### **8.0. Variation and Waiver**

8.1. Any variation or waiver of this agreement by SOS shall be advised in writing.

#### **9.0. Marketing**

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

#### **10.0. GDPR**

10.1. By using SOS's services, you consent to the collection, processing, and storage of your personal information, including but not limited to, name, address, email, phone number, and professional qualifications, which are required to provide the services.

10.2. SOS will not share your personal details with other companies for the purposes of marketing.

10.3. SOS is committed to protecting your personal data in accordance with UK GDPR.

10.4. Please email [office@sosoxxygen.co.uk](mailto:office@sosoxxygen.co.uk) to request a copy of SOS's GDPR policy.

#### **11.0. The Agreement**

11.1. This supply agreement is only available to persons of 18 years of age and over.

11.2. The agreement shall become effective from point of delivery of the equipment and shall run for a minimum period of one (1) year.

11.3. Upon the renewal date at the end of each year, the agreement shall roll over for a further period of one (1) year on an ongoing basis, unless termination is requested at least one (1) month before renewal.

11.4. If the Customer terminates the agreement 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.

11.5. SOS reserves the right to update these Terms and Conditions from time to time. A current version of SOS's Terms and Conditions can be downloaded at [www.sosoxxygen.co.uk](http://www.sosoxxygen.co.uk) or by request by emailing [office@sosoxxygen.co.uk](mailto:office@sosoxxygen.co.uk).

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

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