

Standard terms and conditions – Service (UK)

1. BASIS OF TERMS

1.1 Arjo UK Limited (Company Reg. No. 10842512), (“Arjo”) provides the services as defined at clause 2.2.1 (collectively or individually ‘Services’) to the Customer subject to these Terms & Conditions (“T&Cs”), all of which constitute, or are otherwise expressly incorporated into and made part of, the agreement between Arjo and the Customer (the “Agreement”)

1.2 No order submitted by Customer shall be deemed to be accepted by Arjo unless and until confirmed by Arjo.

1.3 The Customer shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted and for providing Arjo with any necessary information relating to the Equipment or products within sufficient time to enable Arjo to perform the Agreement in accordance with the T&Cs.

1.4 All other terms, including any which the Customer seeks to incorporate, or implied by course of dealing or by custom or practice, will not apply.

2. DELIVERY & PERFORMANCE

2.1 Delivery or Performance dates are given in good faith but any time or date quoted by Arjo for delivery or performance is an estimate only and Arjo shall not be liable for any damages or loss whether direct, indirect or consequential caused by any delay in delivery or performance. Time for delivery or performance shall not be of the essence.

2.2 Definitions:

2.2.1 “the Services” means the repair and maintenance and advisory services as set out in the Schedule to this Agreement agreed to be provided to the customer (“the Customer”) being the purchaser of any Equipment, product(s) parts, materials and/or hardware/software (collectively “Equipment”) whether or not such Equipment is manufactured by Arjo or was sold to the Customer by Arjo;

2.2.2 “Maintenance Visit” means the attendance of Arjo’s representatives at the location of the Equipment to perform the Services during Normal Working Hours as may be agreed in advance by Arjo and the Customer from time to time;

2.2.3 “Normal Working Hours” - means the hours of 8.30am to 5.00pm (inclusive) on Monday - Friday (except Bank holidays);

2.2.4 “Location” - means the location of the Equipment shown in the Agreement, or any other location agreed from time to time between the parties.

2.3 During the continuance of this Agreement Arjo shall provide the Customer with the Services as selected by the Customer per the Schedule

2.4 The annual service which forms part of the Services shall be undertaken by Arjo at any time during the term of the Agreement.

2.5 The Services shall be carried out by one of Arjo’s representatives attending at the Location at such times during Normal Working Hours as may be agreed in advance between Arjo and the Customer from time to time.

2.6 If Arjo’s representative discovers a defect in the Equipment (including any Equipment on loan to the Customer from Arjo) whilst undertaking the Services Arjo’s representative will use all reasonable endeavours to repair it at the Location, but if that is not reasonably practicable (or is not reasonably practical in the time available during Normal Working Hours), Arjo’s representatives will seek to make suitable arrangements with the Customer for:

2.6.1 A further visit to be made to the Location during Normal Working Hours for the repair of the defect; or

2.6.2 its repair at the Location outside Normal Working Hours if the Equipment is inoperative as a result of the defect; or

2.6.3 the removal of the Equipment (or, where practical, the part of the Equipment in question) for the purpose of repair if it is not reasonably practicable for the defect to be repaired otherwise

2.7 Where Arjo elect to repair or replace any defective Equipment the Customer shall ensure that:

2.7.1 the Equipment is decontaminated and shall make the Equipment available to Arjo to collect or repair; and

2.7.2 inform Arjo of the infection status and the location of the Equipment.

2.8 All reports of defects in the Equipment must be made by telephone, facsimile transmission, email or in writing, as appropriate, by a representative of the Customer and otherwise in such a manner as Arjo may reasonably require from time to time.

2.9 Subject to the contract type selected by the Customer (in accordance with the Schedule), Arjo reserves the right to charge the Customer for any spare parts required to maintain any Equipment which is outside its warranty period

2.10 Arjo shall not unreasonably withhold its agreement to the Equipment being moved to any other location within the UK from that specified in the Agreement.

2.11 All spare parts and replacement components supplied by Arjo shall become part of the Equipment and any parts and components removed from it shall become Arjo’s property, unless otherwise agreed in writing between the parties.

2.12 The Services shall not apply to any defect which is due to faulty materials or workmanship in manufacture or which in Arjo’s opinion has arisen as a result of:

2.12.1 electrical work external to the Equipment;

2.12.2 transportation or relocation of the Equipment not performed by or on behalf of the Customer;

2.12.3 any error or omission relating to the operation of the Equipment by the Customer;

2.12.4 any modification, adjustment, maintenance or repair to the Equipment made by a third party without the written consent of Arjo and any attempt to replace parts, repair or otherwise maintain any Equipment during its warranty period will automatically invalidate that warranty;

2.12.5 the subjection of the Equipment by the Customer to unusual physical or electrical stress, the neglect or misuse of the Equipment or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls; or

2.12.6 any other cause (except fair wear and tear) which is not due to the neglect or default of Arjo.

2.13 If on investigation Arjo reasonably determines that any defect in or malfunction of the Equipment is the result of any of the matters referred to in Clause 2.12, the Customer shall be liable for all costs incurred by Arjo in investigating the same and determining its cause, including a call out charge as set out at clause 10.3.3, as if that work formed part of the Services.

2.14 If any part of the Equipment can no longer be maintained in good working order by the provision of replacement spare parts or the whole of the Equipment is damaged beyond economic repair otherwise than through Arjo’s fault (as to whether either of which events has occurred in Arjo’s decision shall be final and binding on the Customer) Arjo reserves the right to terminate this Agreement forthwith, by giving written notice to the Customer, in respect of the whole or any part of the Equipment which can no longer be maintained, in which case Arjo shall repay to the Customer a fair proportion, at the discretion of Arjo, of any charges for the Services which have been paid in advance by the Customer.

2.15 Except as expressly provided in this Agreement or as agreed between the parties in writing, Arjo shall have no obligation to provide the Services to the Customer outside Normal Working Hours.

2.16 Arjo reserves the right without notice and without liability to cancel any Maintenance Visit for the provision of any Service if, in Arjo’s absolute discretion it shall consider the performance of the Services not to be feasible or safely conducted. In such circumstances Arjo shall be entitled to charge the Customer an abortive fee for the Maintenance Visit in accordance with clause 10.3.

2.17 With respect to any claims by the Customer that Arjo has failed to perform the Services, which claims must be made within 5 days of the performance of any Service by Arjo or the Customer shall be deemed to have accepted such performance, Arjo’s only obligation shall be to correct such performance or other breach by repair or re-performance of the applicable Service, as determined by Arjo.

2.18 In respect of providing proof of service for the Services, the parties agree that:

- 2.18.1 Arjo shall provide a proof of performance (in the case of Services) document ("POP") to the Customer at the time of performance;
- 2.18.2 The Customer's signature on the POP shall constitute acceptance that performance of Services has occurred and the Customer may not be entitled to withhold payment pending receipt of the POP from Arjo;
- 2.18.3 The Customer shall have the responsibility to retain and store their copy of the POP in respect of each performance of a Service though in the event that Arjo are requested by the Customer to provide a copy POP, Arjo may levy an administration charge at a rate of £25 per POP requested in addition to any late payment charges and interest as set out at clause 4.

3. PRICE

- 3.1 Subject to the provisions of this clause 3 the price for the provision of the Services shall be:
- 3.1.1 As quoted; or
- 3.1.2 Where no price has been quoted, or the quoted price is no longer valid, the price listed in Arjo's price list current at the date of acceptance of the order
- 3.2 Arjo reserves the right, by giving the Customer written notice at any time before delivery, to increase the price of the Services to reflect any increase in cost to Arjo which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which are requested by Customer or any delay in Customer's instructions or Customer's failure to give Arjo adequate information or instructions.
- 3.3 The price is exclusive of all applicable taxes and duties, including value added tax which the Customer shall (where applicable) be additionally liable to pay to Arjo.
- 3.4 Quotation prices are only valid for 30 days, unless otherwise agreed by Arjo.
- 3.5 Where the Customer considers that Arjo has made an error in respect of pricing only on any invoice, the Customer shall have 21 days from the date of the invoice to raise a query with Arjo. The Customer shall have no right to withhold or set off the payment of any invoice for any other reason. In the event that the Customer raises no query on pricing within 21 days of the invoice date, the Customer shall be deemed to accept any invoice submitted by Arjo. Failure to settle any invoice in full within 30 days of the date of invoice shall cause late interest fees to accrue per clause 4.
- 3.6 Arjo reserves the right to charge the Customer an administration charge of £25 for the Customer's failure to inform Arjo of any change of address of the Customer.

4. PAYMENT

- 4.1 All accounts must be paid net cash no later than 30 days following the date of the invoice.
- 4.2 Interest will be charged on all sums overdue at the rate of 4% per annum above the published LIBOR base rate to be calculated from day to day to run from the invoice date to the date of payment both before and after any judgment, or such higher rate as may from time to time be prescribed by law.
- 4.3 The Customer accepts that Arjo will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if Arjo is not paid within 30 days of the invoice date.
- 4.4 The time for payment shall be of the essence.
- 4.5 If Arjo's services are requested for causes not covered under this Agreement, the Customer shall be liable to pay Arjo's standard charges in force at the time the work is carried out.
- 4.6 Arjo reserves the right to issue and send all documents, including but not limited to notices, invoices, statements, terms and conditions, quotes and order acknowledgements to the Customer in an electronic format, and the Customer accepts to receive all such documents electronically (including receipt of invoices) by e-mail.

5. BACKGROUND CHECKS & LIENS

- 5.1 Arjo may conduct such credit checks, or other background checks as it shall deem appropriate and applicable by law, and the Customer agrees to cooperate and comply with such checks. If Arjo does not approve extension of credit to the Customer, or if, at any time, Arjo, in its sole determination, should deem itself to have reasonable grounds for insecurity regarding the creditworthiness of Customer (even if Arjo has previously extended credit to Customer), terms of payment shall

become partial or full advance payments at Arjo's exclusive discretion. If Customer fails to comply with the terms of payment or any other terms of the Agreement, Arjo reserves the right to cancel the unfilled portion of any order and Customer shall remain liable for all unpaid amounts. In these circumstances, Arjo may invoke the provisions of clause 11 (Termination & Renewal).

- 5.2 Customer agrees that Arjo may use the Customer's data, including any personal data, for the purpose of making credit checks, and the Customer agrees to Arjo's collection, storage and use of such data for this purpose. Personal data will not be shared with third parties without the Customer's consent.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
- 6.1.1 have no right to rescind the contract on the ground only that delay in delivery or performance has occurred;
- 6.1.2 unless authorised by Arjo, not make or permit any alterations or modifications to the Equipment, nor remove or interfere with any nameplates, identification marks or trade or other marks or deface the Equipment in any way;
- 6.1.3 unless with Arjo's consent, not permit any person other than Arjo's representatives to adjust, maintain, repair, replace or remove any part of the Equipment which are the subject of the Services;
- 6.1.4 use the Equipment only in accordance with such instructions and recommendations relating to the use and operation of the Equipment or as may from time to time be advised in writing by Arjo;
- 6.1.5 notify Arjo forthwith of any changes of address (including billing address) of the Customer;
- 6.1.6 notify Arjo immediately of any loss of, or material damage to the Equipment which is the subject of the Services;
- 6.1.7 at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment;
- 6.1.8 provide Arjo with such information concerning the Equipment, its application, use, location and environment as Arjo may reasonably request to enable it to carry out the Services;
- 6.1.9 ensure that Arjo's representatives have full and free access to the Equipment and to any records of its use kept by the Customer to enable Arjo to perform the Services;
- 6.1.10 take all such steps as may be necessary to ensure the safety of any of Arjo's representatives who visit any premises of the Customer;
- 6.1.11 inform Arjo as soon as possible if it becomes subject to any one of the events set out in clause 11 (Termination & Renewal);
- 6.2 Where Arjo is performing the Services, the Customer shall ensure that:
- 6.2.1 any Equipment is decontaminated and shall make Equipment available to Arjo to service, collect or repair; and
- 6.2.2 inform Arjo of the infection status of any Equipment or its location; and
- 6.2.3 where the Customer (or their agent) uninstalls the Equipment for Arjo to perform the Services, the Customer shall indemnify Arjo in full for any damage done to the Equipment or to any other property or for any injury caused to any person.
- 6.3 Where Arjo has informed the Customer on which date Arjo shall perform the Services, the Customer shall ensure that Arjo has access to any Equipment which is the subject of the Services and in cases where Arjo is not able to gain access to the Equipment, Arjo reserves the right to charge the Customer a call out fee in accordance with clause 10.3.3.

7. LIABILITY

- 7.1 Arjo does not exclude its liability:
- 7.1.1 for death or personal injury caused by its negligence, or
- 7.1.2 for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982, or
- 7.1.3 for defective products under the Consumer Protection Act 1987, or
- 7.1.4 for fraud or fraudulent misrepresentation
- 7.1.5 under any indemnity given by Arjo hereunder
- 7.1.6 for breaches of the General Data Protection Regulations 2016/679 to the extent that Arjo is wholly responsible for any such breaches as a controller or processor of data.
- 7.2 Arjo excludes its liability and will not be responsible for any damages, liabilities, injuries or claims (including any indemnification or product liability exposure to the Customer), in the event of:
- 7.2.1 any unapproved modification, alteration, maintenance or repair to the Equipment (whether or not the Equipment is in warranty) by the Customer or its employees or agents, or

- 7.2.2 any improper use of the Equipment by the Customer or its employees or agents, or
- 7.2.3 any failure of the Customer or its employees or agents to maintain and operate the Equipment in accordance with the applicable manuals and training.
- 7.2.4 circumstances outside its control which affect the performance of the Equipment once Equipment has been serviced to Arjo's reasonable satisfaction;
- 7.3 Arjo reserves the right to inspect any Equipment which the Customer reports a fault with and in circumstances where the cause of the fault with any Equipment does not relate to the Equipment or the Services, Arjo reserves the right to charge a call out fee in accordance with clause 10.3.3 and in addition all invoices for servicing remain payable per clause 3.5.
- 7.4 Any liability of Arjo for damages related to any Equipment or otherwise related to or arising under or in connection with any order, quote, purchase, installation, service or other agreement, whether arising from breach, negligence, indemnity, strict liability, tort or otherwise, and except in respect of any personal injury or death to any person caused by Arjo's negligence (for which no limit applies) the liability of Arjo shall be limited to an amount not to exceed the amount to be paid by the Customer for the Equipment.
- 7.5 Except as stated at 7.1, Arjo shall not be liable to the Customer by reason of any representation, or any express or implied warranty, condition or other term or any duty at common law for any:
- 7.5.1 loss of data or use; or
- 7.5.2 indirect, special or consequential loss, damage, costs or expenses which arise out of or in connection with the Services (including any delay in providing the Services) or their use or resale by the Customer except as expressly provided by these conditions; or
- 7.5.3 loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.
- 7.6 To the extent permitted by law, Arjo cannot accept liability for any adverse events causing loss, damage or injury involving obsoleted products.
- 7.7 Any action against Arjo under the Agreement or related to any Services or otherwise related to or arising under or in connection with any order, quote, purchase, installation, service or other agreement must be brought within one (1) year after the cause of action accrues.
- 8. ARJO INDEMNITIES**
- 8.1 With the exception of Equipment which is modified or used by the Customer other than in accordance with this Agreement, Arjo will defend or, at its option, settle any action brought against the Customer arising from any claim that the use of the Equipment or receipt by the Customer of any services in accordance with this Agreement infringes any third party intellectual property right, and indemnify the Customer against all reasonable costs and expenses incurred by the Customer in connection with such claim.
- 9. CUSTOMER INDEMNITIES**
- 9.1 The Customer agrees to indemnify, protect and keep harmless Arjo, and its employees, agents, successors, assigns and affiliates ("Related Parties") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable legal costs and fees, of whatsoever kind or nature, arising out of:
- 9.1.1 any breach of the Agreement by the Customer;
- 9.1.2 the possession, use, installation (other than by Arjo), operation, selection or return of the Equipment or the provision of the Services, other than those claims arising from the negligence or the misconduct of Arjo;
- 9.1.3 infringement of patents, designs, copyrights, trademarks or trade names with respect to Equipment or other goods designed, manufactured or modified, wholly or partially, to Customer's designs or specifications.
- 9.2 The Customer shall indemnify Arjo in respect of liability to any person caused by the provision of the Services by any party other than Arjo and for any addition to any Equipment supplied by Arjo of any part which is not an Arjo designated part and Arjo shall have no liability to the Customer for loss or damage or injury directly or indirectly caused by such addition.

10. CANCELLATIONS & CHARGES

- 10.1 Subject to the right of Customers who act in the capacity of consumers to cancel services for refund under The Consumer Protection (Distance Selling) Regulations 2000 (and only if those regulations apply), no order for Services placed by the Customer or the Customer's agent may be cancelled or amended unless it is specifically agreed by Arjo in writing.
- 10.2 Arjo require 90 days notice of any contract cancellation, we can if required, continue to conduct service during the 90 day notice period and invoice for the value physically completed. Should the Participating Authority have prepaid and do not wish for service to continue, they will be invoiced for the value of the 90 day notice period.
- 10.3 Where Arjo agrees to accept cancellations and order amendments, the Customer hereby agrees to indemnify Arjo in full against any loss (including loss of profit), costs (including the costs of collection, transportation and all labour and materials used), damages, charges and expenses incurred by Arjo as a result of the cancellation or amendment.
- 10.4 Where the Customer advises Arjo of any postponement or cancellation of a properly arranged maintenance visit or in respect of the provision of any Services by Arjo, Arjo reserves the right to charge the Customer in accordance with clauses 10.3.1 to 10.3.4. Call out charges and charges for abortive Services, are agreed by the Customer to be a legitimate pre-estimate of the loss suffered by Arjo, and will be as follows:
- 10.4.1 Abortive Services with no notice - up to £500
- 10.4.2 Abortive Services with 0 – 5 days' notice - up to £250
- 10.4.3 Call out charge - a sum calculated with reference to lost time, opportunity and resource costs to be determined by Arjo in each case.
- 10.4.4 Decontamination fee of £100 per piece of Equipment which Arjo, in its sole discretion considers to be contaminated in breach of clause 6.2.1.

11. TERMINATION & RENEWAL

- 11.1 Arjo may, without prejudice to any claim or right it may otherwise make or exercise and without payment of any compensation for any direct, indirect or consequential loss the Customer may suffer, terminate any agreement with the Customer forthwith by giving the Customer written notice if:
- 11.1.1 a petition is presented to wind the Customer up or the Customer enters into any liquidation (other than for a reconstruction or amalgamation) or a receiver or administrator is appointed in respect of any of the Customer's assets or the Customer enters into any composition or arrangement with the Customer's creditors or the Customer ceases to carry on business; or
- 11.1.2 the Customer commits any breach of this Agreement and fails to remedy it (if remediable) within fourteen days of receipt by the Customer from Arjo of a notice complaining of such breach.
- 11.1.3 at any time, pursuant to the background checks conducted as provided for herein, Arjo shall determine that the Customer does not meet its criteria to enable Arjo to provide the Services on the terms of the Agreement or at any time, in the event of any default by the Customer or if the Customer fails to comply with any of its obligations under the Agreement. In the event of such termination by Arjo, there shall be no liability on the part of Arjo for any amount whatsoever.
- 11.1.4 if, at any time the Customer informs Arjo, or Arjo reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 11.1.1 to 11.1.3, or if the Customer shall fail to pay the price for the Services within the time permitted at clause 4.1
- 11.2 In the event that Arjo is entitled to terminate this Agreement in accordance with clause 11.1 the Customer shall immediately pay to Arjo all of Arjo's outstanding unpaid invoices and interest (if applicable) and, in respect of any Services supplied but for which no invoice has been submitted, Arjo may submit an invoice, which shall be payable immediately on receipt by the Customer.
- 11.3 Subject to the terms and length of this Agreement as stated in the Schedule:
- 11.3.1 this Agreement shall continue for a period of 12 months from the date of this Agreement; 11.3.2 Arjo shall send a notice to the Customer no later than 1 month before the anniversary of this Agreement (and in accordance with clause 15.1), confirming that the Agreement shall renew and continue for a further 12 months from the anniversary of this Agreement ("the renewal date") and shall also confirm the price applicable for the renewal period, though the Customer may prevent such renewal by giving notice to terminate the Agreement to Arjo at any time before the renewal date.

12. MODIFICATIONS

- 12.1 Arjo reserves the right to modify any design or specification or to use materials different to those specified and to enter upon the Customer's premises upon giving the Customer reasonable notice to make modifications to Equipment.
- 12.2 Arjo reserves the right to make any changes in the specification of the Equipment or the provision of any Services which are required to conform with any applicable statutory or EU requirements or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance and to enter upon the Customer's premises upon giving the Customer reasonable notice to make modifications to Equipment.

13. PRODUCT LIFE-CYCLE MANAGEMENT

- 13.1 As part of our continuing process of product improvement and responsible product life-cycle management, products in the field which are no longer manufactured, and have reached the end of their 'expected service life' as defined in their instructions for use, are first discontinued and then obsoleted. 13.2 Discontinuation means that the products can still be sold and rented if inventory is available and, inspected, maintained, repaired, serviced or supported as long as there are spare parts and service kits available. 13.3 During the discontinuation phase Arjo will continue to provide service and support on a "Best Effort" bases to ensure your products are inspected, maintained, repaired, serviced or supported in line with OEM (original equipment manufacturer) and regulatory requirements including PUWER and LOLER. 13.4 Best Effort support may be offered as a modification to another contract level of service when there is a valid reason why the contracted level of service cannot be provided - i.e. limited or non-availability of critical spare parts and service kits. 13.5 This modification to the level of service may include, but not limited to, one of the following; 13.5.1 inspection, maintenance, repair, service and support of equipment that is beyond the manufacturer's expected service life 13.5.2 Supply of genuine spare parts (if available) for equipment that is beyond the manufacturers expected service life. 13.6 Best Effort support also makes provision for the obsoleted or discontinued items on the maintenance contract to be removed either by Arjo or the customer without charge, by mutual consent of both parties. 13.7 As part of the discontinuation phase communications, Arjo will communicate the length of the discontinuation phase and the provisional obsolescence date during any contract renewal discussions. In addition, Arjo service engineers will document that the product is within its discontinuation phase during service and repair visits. Customers may receive an engineer's report advising the date a product may be obsoleted prior to contract renewal discussions. 13.8 Arjo will always endeavor to advise the final obsolescence date at the earliest opportunity. Obsolete means that the product is no longer manufactured and cannot be sold, rented, inspected, maintained, repaired, serviced, or supported by Arjo. This also means that genuine spare parts will be obsolete and no longer be available. 13.9 To the extent permitted by law, Arjo is unable to accept liability for any adverse events causing loss, damage or injury involving obsoleted products that have been inspected, serviced, maintained, repaired or otherwise supported by other providers, have non genuine parts fitted and/or remain in clinical use following their obsolescence. 13.10 An engineer will document the obsolete status and recommend replacement on the Service Work Report. 13.11 The product may effectively become obsolete if no spare parts or service kits are available. At this point Arjo will not be able to sell, rent, inspect, maintain, repair, service or support the product.

14. FORCE MAJEURE

- 14.1 Should the performance of any Services or the manufacture, delivery or installation of any Equipment or any part thereof whether by Arjo or any contractor or carrier be prevented or hindered for a continuous period in excess of one month due to any cause beyond the reasonable control of Arjo then, Arjo shall have the right to suspend or cancel any obligation then unperformed without prejudice to any of Arjo's rights including the right to payment in respect of any Equipment supplied prior to such suspension or cancellation. Arjo shall not be liable for any direct, economic or consequential loss (including loss of profits, revenue or goodwill) that Customer may suffer.

15. WAIVER

- 15.1 No waiver by Arjo of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

16. NOTICES

- 16.1 Notices under this Agreement will be in writing and sent to registered address of the receiving party. They may be given, and will be deemed received:
- 16.1.1 by first-class post: two Business Days after posting;
 - 16.1.2 by airmail: seven Business Days after posting;
 - 16.1.3 by hand: on delivery;
 - 16.1.4 by facsimile: on receipt of a successful transmission report from the correct number, and
 - 16.1.5 By e-mail: on receipt of a delivery or read return mail from the correct address.

17. INVALIDITY

- 17.1 If any provision of this Agreement is held by the court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

18. ASSIGNMENT

- 18.1 Neither the Agreement nor any obligations under the same may be assigned by either party without the express written consent of the other party, and any attempt to do so will be void; except that Arjo may assign any benefit to any subsidiary, affiliate or holding company of Arjo's Group from time to time and the Customer hereby expressly grants its consent to the novation of any obligation arising hereunder to any subsidiary, affiliate or holding company of Arjo's Group from time to time.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 19.1 Arjo may use third party subcontractors or affiliated entities to provide certain Equipment or perform certain of services. The terms and conditions of the Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Except as expressly provided herein, nothing is intended to confer upon any party, other than the parties hereto, any third party beneficiary rights or any other rights, remedies, obligations or liabilities under or by reason of the Agreement.

20. MONEY LAUNDERING & ANTI-BRIBERY PROCEDURES

- 20.1 The Customer shall provide all necessary co-operation to as to ensure that Arjo is able to meet its obligations under The Proceeds of Crime Act 2002, The Money Laundering Regulations 2007 and The Bribery Act 2010 and shall itself comply with such obligations.

21. ENTIRE AGREEMENT

- 21.1 The T&Cs constitute the entire agreement and understanding of the parties as to the subject matter of the Agreement. They supersede any prior agreement or understanding between the parties and no variation of the T&Cs or any other document shall be binding unless agreed in writing.

22. LAW & JURISDICTION

- 22.1 The Agreement and its performance is governed in all respects by English law and the English Courts shall have non-exclusive jurisdiction over any dispute or difference arising out of or in connection with the Agreement.

SCHEDULE

We are a company that care about the prevention of cross-infection within our hospitals and nursing homes and would like to request that all equipment to be inspected, serviced or repaired is decontaminated. This is necessary to ensure that they are in a condition that makes them safe to be handled by our Service Engineers.

Should you need further guidance on this subject the MHRA have issued a Device Bulletin (DB2005-NOV-2006) that provides advice on safe systems of work.

Our fully qualified Service Engineers have enhanced DBS status and work within Company procedures that are regulated through our Integrated Management System for Quality, Environment and Health and Safety comprising ISO 9001:2008, ISO 14001:2004 and OHSAS 18001:2007. These systems are accredited by the British Standards Institute and are assessed every 6 months.

	FULLY (COMPREHENSIVE SERVICE) CONTRACT: Details available on request for contracts inclusive of labour, spare parts and call-out.	Y/N?
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No.	PREVENTATIVE CONTRACT	Y/N?
B.1	Any additional call-outs during the contract period will be chargeable at the current call-out rate.	
B.2	All parts fitted are chargeable.	

No.	PREVENTATIVE CONTRACT: (UK) ISLANDS	Y/N?
D.1	Any additional call-outs during the contract period, caused by mechanical or electrical failure, will be chargeable at the current call-out rate and this includes travel.	

	CONTRACTS WITH ENHANCED CALL-OUT RESPONSE TIMES: Details available on request for out of office hours call-out.	Y/N?
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No.	PATIENT HANDLING: Service Contracts assist compliance with the requirements of the Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 and the Provision and Use of Work Equipment Regulations (PUWER) 1998.	Y/N?
PH.1	<ul style="list-style-type: none"> Electric Mobile Hoists Hydraulic Mobile Hoists Mechanical Mobile Hoists Combilizer – aid for early mobilization and enhanced respiration 	
PH.2	Electro-mechanical actuators and hydraulic cylinders are inspected under full load conditions and are replaced if defective.	
PH.3	All hoists and standing-aids will be functionally checked in all modes of operation and on completion of the thorough examination and service a certificate is issued.	
PH.4	One chair and sub-chassis per hoist will be inspected free of charge; a charge will be made for all other chairs and sub-chassis inspected.	
PH.5	Slings where included within the agreement and when available at the time of the scheduled visit will be inspected and if a replacement is judged necessary it will be chargeable. Slings can be fitted with electronic tags to enable the implementation of a system of traceability for compliance with LOLER at extra cost.	
PH.6	Where fitted, the electronic scale will be checked for correct operation and calibration. Re-calibration and re-verification of Class 3 Scales for compliance with the Non-automatic Weighing Instrument Regulations 2000 are carried out off-site at extra cost.	
PH.7	The floor fixtures of static hoists will be inspected and checked for security under a full load test.	
PH.8	The tracks and support brackets for overhead hoists will be inspected and a full load test is applied along the length of the track.	
PH.9	Other Manufacturers' hoists and standing-aids will be sufficiently dis-assembled to enable examination of load bearing and safety critical components. The machines will be functionally checked in all modes of operation and load tested. Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	
PH.10	PAT testing for portable equipment can be provided at extra cost.	
PH.11	Labelling of devices is a requirement under the essential requirements of the Medical Device Directive 93/42/EEC and any found defective will be replaced.	

No.	HYGIENE	Y/N?
HY.1	<ul style="list-style-type: none"> Hilo Baths Fixed Level Baths Therapy Units Shower Cabinets 	
HY.2	Thermostatic mixer valves will be dis-assembled, de-scaled and refurbished with new seals. Replacement parts will be fitted if the functional and fail-safe tests prove the valve defective. Calibration and maximum temperatures conform to the current NHS Estates Health Guidance Note. Arjo baths only.	
HY.3	Lifting mechanisms and controls for Hilo Baths and integral hoists are thoroughly examined and load tested to conform to the requirements of the Lifting Operations and Lifting Equipment Regulations 1998.	
HY.4	The hydro massage equipment, where fitted, will be inspected and the inlet filter and outlet nozzles cleaned.	
HY.5	Temperature and level sensors are functionally tested and calibrated through the integrated electronics of the bath. Arjo baths only.	
HY.6	Drainage systems are functionally tested and re-sealed where necessary. Pop-up mechanisms are adjusted and parts replaced if worn.	
HY.7	Tub surfaces are examined and recommendation is made for a replacement if the gel-coat is extensively worn and compromises the standard of hygiene..	
HY.8	Shower trolleys are dis-assembled to enable inspection of stretchers, mattresses, side supports, safety catches and castors. The lifting mechanism is thoroughly examined and load tested to conform to the requirements of the Lifting Operations and Lifting Equipment Regulations 1998.	
HY.9	Shower cabinets will be examined and floor fixings checked for security, integrated seats and supports will be examined and adjustments made if necessary.	
HY.10	The Pressalit range of hygiene products are serviced to the manufacturers requirements.	
HY.11	Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	

No.	HYDROTHERAPY	Y/N?
HT.1	<ul style="list-style-type: none"> Tanks Pools Hoists – Mechanical; Hydraulic ;Electrical Other Manufacturers 	
HT.2	Hydrotherapy tanks are examined for structural soundness and functionally tested in all modes of operation. Floor fixings are checked for security and replaced if necessary.	
HT.3	Thermostatic mixer valves will be dis-assembled, de-scaled and refurbished with new seals. Replacement parts will be fitted if the functional and fail-safe tests prove the valve defective. Calibration and maximum temperatures conform to the current NHS Estates Health Guidance Note.	
HT.4	The hydro-massage equipment, where fitted, will be inspected.	
HT.5	The purification and filtration system is functionally tested and adjusted if necessary. (The level of chlorine and floc in the dosing drums must be monitored by the customer and replenished before it becomes empty).	
HT.6	Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	

No.	POOL HOISTS	Y/N?
PO.1	Stainless steel wire ropes are inspected once every 6 months and replaced every 2 years or before if the wear is extreme. Arjo pool hoists only.	
PO.2	Pool lifts are dis-assembled and the internal components subject to wear will be inspected and replaced when necessary.	
PO.3	All pool lifts will be functionally checked and load tested on completion of the thorough examination and service and a service certificate is issued.	
PO.4	Floor fixtures will be inspected and checked for security under a full load test.	
PO.5	The pool lift is re-sealed to protect against the ingress of corrosive moisture. The contract does not include wear and tear of the main structure (i.e. mast, boom, column etc).	
PO.6	Fabric lift band assemblies are replaced every 2 years, which is inclusive of a factory inspected gear box assembly for the Otter Pool Lift.	
PO.7	Hydraulic cylinders and controls will be inspected for leakage with a full load test.	
PO.8	Other manufacturers Pool lifts will be dismantled sufficiently to enable inspection of load bearing and safety critical components. A functional check in all modes of operation and a load test to conform to the requirements of the Lifting Operation and Lifting Equipment Regulations 1998 will be applied.	
PO.9	Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	

No.	DECONTAMINATION	Y/N?
DC.1	The Health and Social Care Act 2008 - Code of Practice on the prevention and control of infections and related guidance - ref. 2.5 Part 2 "Decontamination of equipment including cleaning and disinfection of items that come into contact with the patient or service user, but are not invasive devices (e.g. Beds, commodes, mattresses, hoists and slings, examination couches". Arjo Service Contracts include procedures for cleaning (i.e. free of visible contamination) and thermal disinfection for bedpan washers.	
DC.2	<ul style="list-style-type: none"> ▪ Washer-Disinfectors ▪ Wall Mounted Disinfection Units ▪ Sluice room equipment (slop hoppers) ▪ Other Manufacturers 	
DC.3	The Washer-Disinfectors will be sufficiently dis-assembled to enable inspection of the main components e.g. pump, heater, sensors etc. The heater element will be descaled or replaced.	
DC.4	A functional check is carried out to validate the disinfection cycle. Thermometric testing to provide temperature/time graphs from a chart recorder to meet the requirements of the HTM 2030 can be arranged at extra cost. Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	

No.	BEDS & COUCHES	Y/N?
BD.1	At the time of service or repair the bed must be vacant for safety reasons.	
BD.2	Profiling Beds will be sufficiently dis-assembled to enable examination of load bearing and safety critical components. The machines will be functionally checked in all modes of operation. Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	
BD.3	Arjo beds are PAT Tested at time of service.	
BD.4	Examination couches and clinical rehabilitation couches are also serviced and functionally checked to the manufacturer's instructions to assist compliance with PUWER .	
BD.5	Pressure relief and therapeutic surface products are serviced and functionally checked to the manufacturers requirements to assist compliance with PUWER .	

No.	TRANSPORTERS - Pool Lift Transporter	Y/N?
TP.1	The Pool Lift Transporter will be thoroughly examined and serviced to conform to the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) . Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	

No.	TECHNICAL TRAINING	Y/N?
TT.1	Training programmes for maintenance personnel for the inspection of Arjo products can be provided. This will enable participants to identify defects for repair by competent persons. Details are available on request.	

No.	PRESSURE AREA CARE (PAC)	Y/N?
PAC.1	At the time of service or repair of the therapeutic system must be vacant for safety reasons.	
PAC.2	Pressure relief and therapeutic surface products are serviced and functionally checked to the manufacturers requirements to assist compliance with PUWER .	
PAC.3	Therapeutic systems will be sufficiently dis-assembled to enable examination and access for the replacement of major/critical components. The system will be functionally checked in all modes of operation. Servicing does not include upgrades and spare parts will be subject to availability from the original manufacturer.	
PAC.4	Arjo therapeutic systems are PAT Tested at time of service or repair.	