

Anaesthetic Technical Services Ltd

Terms and Conditions of Business

Definitions

1. In these Terms and Conditions all references to:

- (1). "The Company" are Anaesthetic Technical Services Ltd
- (2). "The Customer" are to the person, firm or organisation who enters into an agreement issued by the Company.
- (3). "Equipment" and "Services" are the equipment and services as detailed in the Service Contract Agreement.
- (4). "Provision" is the provision of Services or the supply of the equipment.
- (5). "Service Contract Agreement" refers to a binding written agreement for services made by the Company in accordance with Term Service Contract Agreement and acceptance.
- (6). "Price" is the price shown in a Service Contract Agreement
- (7). "Agreement" is to the copy of the Service Contract Agreement which is signed by the Customer or authorised representative indicating acceptance of the Service Contract Agreement in its entirety or such parts as discussed with the Company prior to signing of the same.

Service Contract Agreement and Acceptance

2(1). Unless the Company agrees to the contrary in writing, no Service Contract Agreement shall be binding on the Company unless and until accepted by the Customer within the period and in the manner required therein.

(2). Any accepted Service Contract Agreement may not be subsequently cancelled or varied by the Customer without the written agreement of the Company.

Prices

3(1). The Company may by written notice given to the customer vary the price as referred to in the Service Contract Agreement if:

(a). Any alteration in the provision is made with the agreement of or at the request of the Customer,

(b). Any alteration in equipment levels by additions or deductions of equipment.

(2). Labour and Parts Service Contract Agreements are liable to charges for emergency callouts and all Non PPM parts, however on All Inclusive Service Contract Agreements these charges are included.

(3). The Company reserve the right to charge the Customer on All Inclusive Contracts if the call out is deemed to be as a result of Customer negligence.

(4). Unless the Service Contract Agreement states to the contrary, the price shown in the Service Contract Agreement is exclusive of Value Added Tax and all applicable taxes, duties and other such tariffs.

Payment

4(1). Unless otherwise agreed in writing, payment in full shall be made to the Company no later than 30 days from the date of invoice.

(a). In the event of any payment being overdue, the Company reserves the right to, suspend further provision of services until such time that full payment is made.

(b). The Company shall also be entitled to charge interest on the overdue amount at a rate of 8% from the date payment is due to the date when payment is made.

Scope of Services

5(1). The Company shall commit to the scheduled number of service visits as detailed on the Service Contract Agreement, the customer will be notified in advance of the scheduled visit to mutually arrange dates to ensure minimum disruption.

(2). The Company reserves the right to disclaim all responsibility for equipment that in the Company's view has been worked on by personnel other than the company representative.

(3). The Company reserves the right to remove any equipment that is deemed for any to be unserviceable, in such event the Service Contract Price will be adjusted accordingly.

(4). The Company will highlight on the Service Contract Agreement, equipment which will be covered on a best effort basis due to the age of the equipment, in line with the manufacturers' specifications.

(5). All Service Contract Agreements exclude the cost of consumables and accessories.

Force Majeure

6(1). The Company cannot accept any liability incurred in relation to the provision wherever and to the extent to which the fulfilment of the Company's obligations is prevented, frustrated, impeded and or delayed as a consequence of any occurrence whatsoever beyond its reasonable control.

(2). The Company undertakes to make every reasonable endeavour within its power to overcome any difficulties so occasioned but reserves the right to cancel, suspend or vary its obligations in these circumstances.

Confidential Information

7. The Company and the Customer shall agree to treat all procedures, instructions, diagrams documents and all other information of any kind whatsoever supplied to it by the other as strictly confidential.

Assignment

8. The Customer shall not assign or otherwise transfer all or any of its rights, interests or obligations relating to the provision without the prior written consent of the company.

Waiver

9. The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach shall operate as a waiver of any subsequent breach.

English Law and Jurisdiction

10. The formation and construction of these Terms and the performance of the Provision shall be governed in all respects by English Law. The headings of these Terms do not form part of the Terms and shall not affect the interpretation thereof.

Customers Obligations

11. To enable the Company to perform its provision the Customer shall

(1). Present the equipment for service in a safe, disinfected state.

(2). The Customer shall endeavour to ensure that equipment is made available for service to ensure the Company can complete the provision during the planned scheduled visits.

(3). The Customer shall comply with all other statutory requirements, particularly in regards to data protection and confidentiality.

Limitation of Liability

12(1). The Company does not seek to exclude or restrict any legal liability it may have for death or personal injury resulting from the negligence of the Company.

(2). In the event of any legal liability being established against the company in respect of the provision, then the Customers sole rights of redress against the Company shall be limited to a claim or claims for damages the total amount of which shall not exceed the amount received by the Company for the provision.

Termination

13. If the Customer terminates the Service Contract Agreement prior to the expiry date the Customer must settle the Agreement in writing by giving 90 days' notice and settle all outstanding monies owed on the agreement forthwith, any discounts awarded to the customer for multi-year contracts will be re-paid.

General

14. If any Term herein or part thereof is held to be invalid for any reason by any court or competent authority, it is to that extent to be removed from these Terms without prejudice to the validity or other effectiveness of the remaining Terms.