

NEBULISER SERVICE USER GUIDE

For Nebuliser Users and their Carers



Air Liquide Healthcare Helpline 1850 240202 (ROI) - **0800 328 5875** (NI) 9.00am-5.00pm, Mon to Fri

ABOUT YOUR EQUIPMENT

To be completed by your technician.

Please refer to this page when reordering accessories or speaking to our helpline.

Date of Installation		
Technician's Name		
Compressor Model Name Serial Number		
Chamber Model	Standard Sidestream	Ventstream
Consumables Mouthpiece Mask Tracheostomy Mask	Adult Adult Adult	Child Child Child

IMPORTANT

Please remember that you need to change your inlet filter every month(s).

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UNDERSTANDING NEBULISER THERAPY

What is nebuliser therapy?

Nebuliser therapy is the inhalation of a drug directly to the lungs. A nebuliser is a machine that changes liquid medicine into a fine mist. This can then be inhaled through a mask or mouthpiece, allowing the medicine to be delivered directly into the lungs. This means that it can be absorbed quicker and more effectively.

The medication used in nebuliser therapy uses a lower dose of your medicine than if you were to take it by mouth and a higher dose than your ordinary inhalers. This means that, although side effects are possible, the chances are greatly reduced compared to medication taken orally.

Why do I need nebuliser therapy?

If you suffer from asthma, chronic obstructive pulmonary disease (COPD), cystic fibrosis or other lung disorders, your healthcare professional may prescribe nebuliser therapy for you.

If you have any questions about your medication you should contact your healthcare professional.





What kind of medicine is used?

Typically, the following types of drugs are used in nebuliser therapy:

Bronchodilators

These help the airways to open up allowing more oxygen to enter the lungs.

Anti-inflamatory drugs

These reduce inflammation inside the lungs helping oxygen to enter the bloodstream.

Antibiotics

These are usually taken to control infection within the lungs.

IMPORTANT

You should always follow the instructions given to you by your healthcare professional about your medication.

DRUG CAUTION/SIDE EFFECTS

Relievers or bronchodilators

Bronchodilators can sometimes cause side effects, although these are usually mild or short-lived. Some of the main side effects include a fine tremor, mouth dryness, chest tightness and angina, all of which should be reported to your healthcare profressional. This is not an exhaustive list and they may not all necessarily apply to the specific medication you are taking. For information on the side effects of a particular bronchodilator, check the information leaflet that comes with your medication. If you are feeling more breathless than normal, and your usual dose is not giving the relief that you normally expect, you should seek immediate medical advice from a healthcare professional.

Preventers or antiinflammatory drugs

These drugs include steroids. Side effects may include a fungal infection of the mouth, skin rash and bruising.

Antibiotics

Side effects may include a tightening of the breathing tubes, a fungal infection of the mouth, and skin rash.



IMPORTANT

If you experience any side effects or ongoing problems please notify your healthcare professional.

YOUR NEBULISER SERVICE

Air Liquide Healthcare is a leading home healthcare provider of home oxygen and other respiratory services. We are committed to providing a safe and effective home nebuliser service by:

- Supplying the most suitable nebuliser equipment for your condition as prescribed by your healthcare professional.
- Providing easy to understand equipment information and training.
- Providing technical expertise and guidance.

As a new user to the home nebuliser service we want to provide you with all the support you may need right from the very start! Our trained team is available to answer any questions you may have, to ensure you feel completely at ease with the nebuliser equipment and service.

This booklet aims to answer questions you may have about your home nebuliser service. If you have further questions, please call the helpline, ask your technician, or email us at **healthie@airliquide.ie**



YOUR EQUIPMENT

The type of nebuliser you receive will depend on what your healthcare professional has ordered for you. You should consult the booklet supplied with your device for operating and service instructions.

The following section provides details of the different nebuliser equipment we can supply patients.



You will not need all of the equipment. Please refer only to the equipment your technician has provided you for your medication needs.

Compressor unit

The compressor enables a nebuliser to convert the medicine to a gas, by forcing air through the drug solution into the nebuliser chamber. Here, it is converted into fine mist, which you breathe in through a mask or a mouthpiece.

Nebuliser chamber

The nebuliser chamber is where you put your liquid medication. It is here that it will be converted into a fine mist for inhalation into your lungs. There are different types of chambers depending on the type of medication prescribed. High performance chambers may be required for specialist medicines and some types of antibiotics. Your healthcare professional will order these if required.

Tubing

Tubing is used to get air from the compressor to the bottom of the nebuliser chamber.

Mouthpiece/face mask

A mouthpiece or a face mask can be used to deliver your nebuliser therapy. Your healthcare professional will recommend which is more suitable for you.

A mouthpiece is most commonly used, as it prevents the medicine from getting into the eyes or causing irritation. This is connected to the nebuliser chamber and placed between your teeth and sealed by the lips while inhaling the medicine.

Alternatively, you may be advised to use a face mask. This is usually recommended for patients with severe breathing problems or children. A face mask is placed over your mouth and nose and kept in place by a head strap.



IMPORTANT

Please note that equipment shown in this booklet may differ from what you receive during installation.

OPERATING INSTRUCTIONS

Taking your nebuliser medication

- 1. Unscrew the top of the nebuliser chamber.
- 2. Open the vial drug solution by twisting off the top. Ensure the baffle is in place.
- 3. Put the prescribed amount of your medicine into the nebuliser chamber. The medicine normally comes in individual doses.
- 4. Screw on the top of the nebuliser chamber and attach the mouthpiece or face mask to the top of the chamber.

You may be advised to increase the volume of your drug solution by diluting it. You should only use the solution prescribed for dilution (usually normal saline). Occasionally some antibiotics may need to be diluted with sterile water. Your healthcare professional will provide instructions.

Depending on the type you are using, there may also be a control valve at the top of the chamber. When adjusted this can help with faster and slower administration of your medication.

Start with the valve in the half open position and then adjust accordingly. The open position allows for faster delivery of medication and the closed allows for slower.

IMPORTANT

ALWAYS read the instructions provided with your medication. NEVER use tap or distilled water to mix your medication. Not all medicines can be mixed, always check with your pharmacist and physician before trying to mix them.

Assembling your nebuliser equipment

- 1. Plug the mains lead on the nebuliser machine into the wall socket.
- 2. Connect one end of the tubing to the outlet nozzle.
- 3. Connect the other end of the tubing to the nebuliser chamber.

Administering treatment

It is important that you relax when using your nebuliser. Some people find watching TV or listening to music can help. Nebulising your medication can take up to ten minutes depending on your equipment and the quantity of solution.

- 1. If you are using a mouth piece, place it between your lips. If you are using a face mask place it over your mouth and nose and place the strap over your head.
- 2. Sit up in a well-supported position. Keep the chamber upright.
- 3. Switch on the power and breathe in the mist at your normal pace of breathing. Avoid talking while inhaling the treatment. If you are using a mouthpiece you may need to remove it to swallow collected saliva.
- 4. While your nebuliser is in use, small drops of drug solution may form on the sides of the nebuliser chamber. This is quite normal. You can knock these droplets back into the drug solution by gently tapping the nebuliser chamber with your finger. A small amount of solution may be left in the nebuliser at this stage but this is also normal.
- 5. When the liquid in the nebuliser chamber starts to splutter and sounds dry, the treatment has finished.
- 6. Switch off the compressor unit and disconnect the nebuliser chamber from the tubing.

CLEANING AND MAINTAINING YOUR EQUIPMENT

Your nebuliser is a piece of medical equipment that should be treated with care.

After each treatment

- 1. Wash your hands and face and rinse your mouth.
- Disconnect the nebuliser chamber and wash in warm soapy water and then rinse thoroughly with clean water and dry well.
 Remove the baffle from the chamber, clean separately and allow to completely air dry and replace.
- 3. Unplug then clean the compressor with a damp cloth.
- 4. Store the machine in a dust and smoke free area.
- 5. Check your tubing regularly for kinks or holes as these may affect the performance of your nebuliser.

Every two months

1. Replace the chamber, tubing and mouthpiece/face mask.

Filters

Your inlet filter will require replacement every one to three months.

Apex	1 month			
Econoneb	1-3 months or when dirty			
Turboneb	1-3 months or when dirty			
MiniNeb	1-3 months or when dirty			

IMPORTANT

You may have been given specific advice regarding your consumables from your healthcare professional, please follow this advice.

NEVER immerse the nebuliser compressor in water.

SAFETY INFORMATION

When used correctly your equipment is safe, but you should follow some basic safety advice:

- ALWAYS follow the medical advice given by your healthcare professional.
- **NEVER** immerse the nebuliser compressor in water.
- Please ensure you do not spill any medication or liquids on the nebuliser compressor.
- **NEVER** block the air intake grills on the side of the compressor.
- Position the equipment on a clean surface do not place on a carpet or any surface where fibres can be drawn into the unit when in use.
- ALWAYS keep electrical leads away from sources of heat.
- NEVER use if either plug or power cable are damaged.
- ALWAYS disconnect the nebuliser compressor from the electricity supply when cleaning and when not in use.
- Store in a clean dust-free environment at room temperature.
- NEVER remove the covers of the compressor or attempt any maintenance yourself - you may get an electric shock.
- NEVER modify the equipment or its accessories in any way as this will affect drug delivery.
- Store out of reach of children.
- NEVER let children or untrained persons tamper with the equipment.
- If the therapy is having no effect, talk to your doctor.

TROUBLESHOOTING

If you are having problems with your equipment, read this troubleshooting guide, or the manufacturers user manual to see if it solves the problem.

If you cannot resolve the issue, call our helpline.

MININEB/MINI-PLUS TROUBLESHOOTING							
PROBLEM	PROBABLE CAUSE	SOLUTION					
Device does not operate.	Mains disconnected.	Check mains lead is securely connected each end.					
	Device automatically shut down due to being run continuously for 30 minutes.	Leave device turned off for 30 minutes before next use.					
	Fuse gone in nebuliser.	Call the helpline.					
Nebuliser chamber bubbles or produces little or no mist.	Inlet filter blocked or baffle missing from chamber.	Remove and replace filter or replace baffle.					
	Nebuliser chamber blocked.	Wash nebuliser chamber and replace if necessary.					
	Compressor blocked.	Call the helpline.					
	Tubing kinked or leaking.	Replace tubing.					

ECONONEB /TURBONEB TROUBLESHOOTING								
PROBLEM	PROBABLE CAUSE	SOLUTION						
Compressor unit will not operate - green light in mains switched on and motor does not function.	Internal fault.	Call the helpline.						
Air compressor will not operate – green light switched off.	Mains disconnected.	Check mains lead is securely connected each end.						
	Fuse gone in nebuliser.	Call the helpline.						
Nebuliser chamber bubbles or produces little or no mist.	Inlet filter blocked or baffle missing from chamber.	Remove and replace filter or replace baffle.						
	Nebuliser chamber blocked.	Wash nebuliser chamber and replace if necessary.						
	Tubing kinked or leaking.	Replace tubing.						
	Compressor blocked.	Call the helpline.						

WORLD TRAVELLER TROUBLESHOOTING							
PROBLEM	PROBABLE CAUSE	SOLUTION					
Compressor unit will not operate – green light in mains switch is on, yet the motor does not function.	Internal fault.	Call the helpline.					
Air compressor will not operate – green light switched off.	Mains disconnected.	Check mains lead is securely connected each end.					
	Fuse gone in nebuliser or lead.	Call the helpline.					
Compressor will not operate from the rechargeable battery pack.	Battery pack has been left on and is completely discharged.	Charge battery pack for a minimum of 20 hours.					
	Battery has insufficient charge to function (low battery indicator on).	Charge battery pack for a minimum of 16-20 hours.					
Nebuliser chamber bubbles or produces little or no mist.	Inlet filter blocked or baffle missing from chamber.	Remove and replace filter or replace baffle.					
	Nebuliser chamber blocked.	Wash nebuliser chamber and replace if necessary.					
	Tubing kinked or leaking.	Replace tubing.					
	Compressor blocked.	Call the helpline.					

YOUR QUESTIONS ANSWERED

What is Air Liquide Healthcare responsible for?

We supply all nebuliser equipment including compressors, chambers, tubing, mouthpieces and masks. Once we receive an order from your healthcare professional, we will arrange for our technician to deliver your nebuliser.

On the first visit, the technician will explain your equipment to make sure you are comfortable using it.

Your healthcare professional will still be responsible for assessing your condition and providing medical advice.

How do I contact Air Liquide Healthcare?

Please contact our helpline (9.00am-5.00pm, Mon to Fri) on LoCall **1850 240202** (ROI only) or Freephone **0800 328 5875** (NI only).

Will my nebuliser be serviced?

Your nebuliser needs to be serviced every year, please contact your local HSE PCCC office to arrange this to be done if you are a medical card holder. If you are a private patient please contact us directly.

In between services, you need to perform some simple maintenance, such as replacing the filter to ensure hygiene and the efficient operation. Refer to the cleaning and maintaining your equipment section for more details.

IMPORTANT

We will not supply your nebuliser medication. This must be obtained from your pharmacy.

What if I have a problem with my equipment?

You should refer to the troubleshooting section in this booklet or the manufacturers user manual. If you cannot resolve the problem using these instructions call our helpline.

How do I obtain more mouthpieces, masks or tubing?

At each service visit your technician will supply you with a year's supply of consumables and will advise you on replacements. This will depend on the type of nebuliser unit you are using. If you need replacement consumables before your next service is due, call our helpline during normal hours and we will advice you how to obtain approval from the HSE for replacement consumables.

Who do I contact if my respiratory condition changes?

If you are feeling unwell, or feel that your current nebuliser therapy is no longer helping your condition, please contact your healthcare professional.

You should not alter your medication without consulting your healthcare professional. If you need urgent medical assistance you should contact your healthcare professional or call 999 for an ambulance.

Can I travel with my nebuliser?

If you are going on a long journey during which you will need a nebuliser to take your medicine, we can supply you with a specially-designed nebuliser compressor for travel. You should call the helpline in advance of any planned journey to discussed your requirements.

What do I do if I move house?

You should contact our helpline to inform us so that we can continue to supply your consumables and service your equipment.



USEFUL CONTACTS

Asthma Society of Ireland 26 Mountjoy Square Dublin 1 Tel 01 878 8511 Fax 01 878 8128 Email office@asthmasociety.ie www.asthmasociety.ie

For advice or general information on the medical card scheme please visit the HSE website www.hse.ie/eng/services/Find_a_Service/entitlements/Medical_Cards/ or call LoCall 1890 252 919

What if I have a complaint?

Air Liquide Healthcare always aims to provide our patients with the best possible service at all times. If our service does not meet your expectations, please tell us immediately by calling our helpline. If you are still unhappy, a complaint should be made in writing and sent to:

Compliance Manager
Customer Complaints
Air Liquide Healthcare
18H Rosemount Business Park
Ballycoolin
Dublin
D11 EFR5

Please contact our helpline for the following:

- Therapy discomfort issues
- Technical support
- Rental or purchase options
- Account issues

CONSUMER HIRE AGREEMENT/CONSUMER PURCHASE AGREEMENT

AIR LIQUIDE HEALTHCARE IRELAND LIMITED whose registered office is at 25-28 North Wall Quay, Dublin 1, Republic of Ireland, registered under registered number 524827.

('AL'), and the Customer, as defined herein ('Customer'). AL and the Customer may be referred to herein as 'Party' or 'Parties'.

Consumer Hire Agreement/Consumer Purchase Agreement

Name (PRIN	NT): _					
Signature:_						
Date:						

Proof of agreement may be captured by an electronic device or paperwork at time of delivery

Terms and Conditions

1 Interpretation

In these Terms and Conditions, except where the context requires otherwise, the following expressions shall have the following meanings:

- **1.1** 'BiPAP' means bi-level positive airway pressure.
- 1.2 'Consumables' means the disposable, multiple-use-single-patient equipment, single-use equipment and materials (other than the Products and Equipment) supplied to the Customer for use in connection with the Equipment and the Products e.g. filters, tubing, masks and humidification chambers.
- 1.3 'Customer' means the person(s) referred to in the Contract attached to these Terms and Conditions
- 1.4 'Customer Consent Form' means the consent form provided to the Customer by AL, for the Customer to give consent for the disclosure of their personal information to doctors, hospitals or other healthcare professionals and also to consent to AL entering their premises to install Equipment.
- 1.5 'Contract' means a hire agreement or a purchase agreement entered into between the Customer and AL related to the Goods and attached hereto.
- **1.6** 'CPAP' means continuous positive airway pressure.
- 1.7 'Customer Service Team' means the AL customer service team described in clause 14.2 of this Agreement.

- 1.8 'Equipment' means the equipment provided to the Customer by AL including but not limited to home oxygen concentrators, portable oxygen cylinders, CPAP units, BiPAP/non-invasive ventilators, suction devices and pulse monitoring devices and/or other containers (including bag and cartons) in which the Products are delivered to the Customer.
- 1.9 'Force Majeure' means causes beyond either party's reasonable control, including without limitation:
 - 1.9.1 Acts of God, explosion, flood, tempest, fires or accident:
 - 1.9.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 1.9.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority:
 - 1.9.4 Import or export regulations or embargoes;
 - 1.9.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of AL or of a third party);
 - **1.9.6** Difficulties in obtaining Goods or labour:
 - 1.9.7 Power failure or breakdown in machinery.

- **1.10** 'Goods' means the Products, Equipment and Consumables:
- 1.11 'Hire Period' means the period beginning on execution of a Contract for hire of Equipment and ending when the Contract for hire is terminated
- **1.12** 'Order' means an order as described in clause 4.1 below.
- **1.13** 'Premises' means the location nominated by the Customer for delivery of the Goods.
- **1.14** 'Products' means prescribed medical oxygen supplied to the Customer by AL.
- 1.15 'Summary Of Product Characteristics' means the summary of product characteristics approved by the Irish Medicines Board.
- **1.16** 'Working days' means Monday to Friday 8.00am to 5.00pm.

Headings contained in this agreement are for ease of reference only and do not affect the construction of this agreement.

The singular includes the plural and vice versa.

2 Application of conditions

2.1 These Terms and Conditions shall apply to and be incorporated into any Contract and prevail over any inconsistent terms or conditions contained in, or referred to, in the Customer's Order or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

3 Subcontractor clause

3.1 AL shall be entitled to subcontract all or part of its obligations under these Terms and Conditions and any reference in these Terms and Conditions to AL shall be deemed to include a reference to the subcontractor. These Terms and Conditions shall apply equally to any such subcontractor as they apply to AL.

4 Orders

4.1 A Customer may order Goods by telephone or in writing providing details of name, Premises and all Goods required. AL shall require receipt of a prescription from a medical doctor (by fax and/ or post) for Products and Equipment

- (where applicable) to include details of the Products and Equipment and any settings information depending on the Products and Equipment involved. AL may request additional information to complete the order when required. ('Order').
- 4.2 A Customer may re-order Consumables or the refill of Product cylinders by telephone from AL. However if there has been a change in the settings to be used on the Equipment with the Product, the Customer must arrange for their medical doctor to send AL a new prescription with full details of the new settings. Medical Card holders may order certain additional Consumables when approved by the local Health Service Executive ('HSE')
- 4.3 The supply of Product cylinder refills by AL are subject to any applicable Regional Health Authority policy.

5 Delivery

- 5.1 AL shall use reasonable efforts to arrange for an equipment installation appointment within 1 (one) working day of receiving the Customer's Order. The appointment will normally take place within 3 (three) working days.
- 5.2 Unless otherwise agreed between the Parties, AL shall deliver the Goods to the Premises at a time agreed between the Parties.
- 5.3 AL shall use reasonable efforts to deliver the Goods to the Premises within 3 (three) Working Days of receipt of the Customer's Order.
- 5.4 Any estimated delivery date and time given by AL shall be approximate only and AL shall have no liability for late delivery to the Customer.
- 5.5 AL shall not be liable for any non-delivery of Goods (even if caused by AL's negligence) unless the Customer gives written notice to AL of the non-delivery within 5 (five) days of the installation/delivery date agreed between the Parties under clause 5.1 above. In the event of such non-delivery notification AL shall deliver the Goods as soon as reasonably possible to the Customer.

- 5.6 The Customer shall verify the Goods delivered to the Premises are in compliance with the Customer's Order in quantity and description at the time of delivery and the Customer shall give notice of any short delivery to AL at the time of delivery and, if such notice is verbal, confirm it in writing within 5 (five) days, failing which the Customer shall be deemed to have received Goods in compliance with the applicable Order.
- 5.7 The Customer must inspect the Goods on delivery and unless within 48 (forty eight) hours of installation the Customer gives to AL written notice specifying any defect in, or other proper objection to, the Goods it shall be conclusively presumed that they are in good condition and repair except for latent defects not apparent on reasonable inspection.
- 5.8 Any liability of AL for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- If the Customer fails to take delivery of the Goods or fails to give AL adequate delivery details of the Premises (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of AL's fault) then. AL shall store the Goods until an alternative delivery time can be agreed with the Customer and AL may, at its discretion, charge the Customer for the reasonable re-delivery and/or storage costs.

Installation 6

- On delivery of the Goods, an AL technician will ensure that the Equipment is set up in a safe environment.
- 6.2 The AL technician may at its sole discretion decide that the environment is not safe or suitable for the Equipment to be installed.
- 6.3 The AL technician will provide the Customer with:
 - **6.3.1** Full operational instructions on the use of the Equipment and mask fitting (where applicable);
 - 6.3.2 Full written instructions consisting of user manuals, patient literature.

- safety information and contact phone numbers (where applicable).
- 6.4 The Customer shall sign a delivery docket which states that the Customer has understood all the instructions, both oral and written, provided by the AL technician for the safe and efficient use of the Fauinment.
- In the event that Equipment settings prescribed are to be altered by the Customer's medical doctor, upon receipt of a prescription by AL. an AL technician will re-visit the Customer to complete the change of settings necessary.
- 6.6 A periodic verification check will be conducted on all Equipment at the Customer's Premises by an AL technician at a time agreed with the Customer.

7 **Price and payments**

- 7.1 The Customer shall make the following payments to AL as applicable:
 - 7.1.1 Monthly hire charges for the Equipment:
 - **7.1.2** Any charges payable for the supply of the Products to the Customer:
 - 7.1.3 Charges for the Consumables supplied to the Customer at the time of the delivery of the Equipment and Products:
 - 7.1.4 Charges for any additional Consumables supplied by AL to the Customer at the request of the Customer:
 - 7.1.5 Handling, delivery and administrative charges: and
 - 7.1.6 Any purchase price stated in a Contract to purchase Equipment.
- 7.2 Such charges will be those notified to the Customer in the Contract by AL at the time of delivery and installation of Equipment and from time to time by invoice from AL. AL reserves the right to increase any of the charges for the Goods from time to time upon giving reasonable notice to the Customer.
- 7.3 All sums chargeable pursuant to these Terms and Conditions are subject to the addition by AL of value-added tax, duty and similar impositions by AL.

8 Terms of payment

- 8.1 AL shall invoice the Customer on a monthly basis for the hire of Equipment commencing on the month following the supply of Equipment;
- **8.2** AL shall invoice the Customer in the month following the supply of Consumables.
- **8.3** AL shall invoice the Customer in the month following the supply of Products.
- 8.4 Subject to arrangements with AL for payment by direct debit the Customer shall pay any invoice rendered by AL within 30 (thirty) days of the date on the invoice.
- 8.5 The purchase price for Equipment specified in any Contract to purchase Equipment shall be paid in one lump sum to AL before the delivery of the Equipment to the Customer.
- 8.6 In the event that the Customer wishes to query an invoice the Customer shall raise any objections before the expiry of 15 (fifteen) days from the date of the applicable invoice.
- 8.7 AL shall be entitled to charge the Customer interest on any overdue amounts from the date on which they become due at an annual rate of three per cent (3%) above the base lending rate of the Bank of Ireland calculated on a daily basis on the actual number of days elapsed from the date on which the overdue payments became due, up to and including, the actual day of payment.
- 8.8 Medical Card holder's rental is paid directly to AL by the local HSE Primary Care office. Customers must contact AL immediately if their situation regarding a valid Medical Card changes at any time.
- 8.9 When a patient [non medical card] falls into arrears over 3 months, AL require the patient to agree to pay via Direct Debit from then onwards.

9 Risk and title

- 9.1 The risk in the Equipment shall pass to the Customer upon delivery to the Premises.
- 9.2 Title in the Products and Consumables shall not pass to the Customer until AL has been paid in full for the applicable items.

- 9.3 Under a Contract to purchase Equipment title to such Equipment shall pass to Customer upon receipt by AL of the full purchase price for the Equipment from the Customer.
- 9.4 During the Hire Period title in and to all Equipment remains with AL and the Customer shall not allow any third party to acquire possession or rights in respect of it

10 Damage and loss of equipment

- 10.1 During the Hire Period:
 - 10.1.1 The Customer shall have full responsibility for the care and safekeeping of the Equipment;
 - 10.1.2 At AL's sole discretion, AL may charge the Customer and the Customer shall pay to AL the current replacement cost as specified by AL for any Equipment lost or destroyed while in the Customer's possession or control;
 - 10.1.3 At AL's sole discretion, if Equipment is damaged through the negligence of the Customer, the Customer shall pay the cost of repairing or maintaining any Equipment damaged while in its possession or control unless AL considers that the Equipment should be treated as destroyed, in which case the Customer shall pay the current replacement cost as specified by AL for the Equipment.
 - 10.1.4 If at any time the Customer loses/ misplaces any Equipment delivered to it, the Customer shall notify AL of this fact as soon as practically possible.
 - 10.1.5 Upon notification from the Customer of lost Equipment AL shall replace the Equipment as soon as is reasonably possible and at AL's sole discretion the Customer shall pay to AL the current replacement cost as specified by AL for the Equipment.

- 10.1.6 If Equipment treated as lost is eventually found, it shall be returned to AL and AL may at its sole discretion repay any sum paid by the Customer to AL for its replacement, less: (a) a sum equal to the rental charge which would have been payable by the Customer for the period during which the Equipment was treated as lost, and (b) AL's then standard administration charge.
- 10.1.7 Upon receipt by the Customer of a written notification from AL requesting the exact location of the Equipment let to the Customer under a Contract to hire Equipment, the Customer shall provide information to AL within 2 (two)Working Days.

11 Recalls

- 11.1 AL may recall any Goods from the Customer immediately on safety and/or quality arounds.
- 11.2 In the event that any Goods are to be recalled in the opinion of AL or any regulatory authority, AL shall use all reasonable efforts to recall the applicable Goods from the Customer at the Customer's last known address to AL.
- 11.3 The Customer shall inform AL of any change of contact address and details as soon as possible.

12 Travel outside Ireland

- 12.1 Customers must seek prior written consent from AL to take the Equipment and Products outside Ireland.
- 12.2 If a Customer is travelling outside Ireland with Equipment, the Customer:
 - 12.2.1 Shall ensure that the Equipment is insured appropriately to cover damage and theft:
 - 12.2.2 Should contact the AL Customer Service Team for advice regarding companies that may provide Equipment support outside Ireland. AL is not liable for any support or backup service in respect of or relating to Equipment whilst a Customer is outside Ireland with such Equipment.

- 12.2.3 Should follow AL's written auidelines set out in the AL guidance on travelling abroad which can be obtained through the AL Customer Service Team. however AL shall not be liable for any use, support or maintenance of Goods whilst they are outside Ireland.
- 12.3 Customers should be physically/medically fit to travel as determined by their medical doctor before travelling outside Ireland with Equipment.

13 Additional customer obligations

- 13.1 In addition to any other obligations set out in this Agreement, the Customer shall:
 - 13.1.1 Use the Goods in accordance with all verbal and written instructions provided by AL:
 - 13.1.2 Not remove or alter, or permit removal numbers or marks upon the Goods:
 - 13.1.3 Not modify or alter the Goods;
 - 13.1.4 Allow AL access to inspect the Goods at reasonable times and upon reasonable notice;
 - 13.1.5 Not sell, assign, mortgage, charge or sublet any Equipment on hire or any interest in such Equipment;
 - 13.1.6 Notify AL immediately in the event that the Customer suffers any injury or adverse event they consider may be connected with their use of the Goods.

14 Faulty goods and back-up services

- 14.1 The Customer should contact AL immediately if a Customer becomes aware of a fault in the Goods supplied to the Customer.
- **14.2** In the event of requiring urgent assistance in relation to Equipment fault. maintenance, use or malfunction, the Customer should contact AL Customer Service Team during Working Days on the LoCall number provided by AL on information sheets provided to the Customer. Outside Working Days, the Customer should leave a message on the AL Customer Service Team voicemail

- on the LoCall number provided by AL on information sheets provided to the Customer, including their name and contact telephone number.
- 14.3 AL shall use reasonable efforts to telephone the Customer back within 2 (two) hours of the Customer's call, in order to advise the Customer on urgent issues relating to Equipment fault, maintenance, use or malfunction. In the event that the issue cannot be resolved on the telephone, then:
 - 14.3.1 If the Customer is in need of urgent support in the opinion of AL, AL shall use all reasonable efforts to visit the Customer within 8 (eight) hours of AL's conversation with the Customer:
 - 14.3.2 If the Customer needs non-critical support in the opinion of AL, AL shall use all reasonable efforts to replace faulty Equipment within 2 (two) days of AL's conversation with the Customer, by delivery to the Premises:
 - 14.3.3 Replacement of faulty Consumables will be sent by courier/post next Working Day, unless urgent delivery is required as established by AL.
- 14.4 The AL Customer Service Team is not a medical emergency service and Customers requiring emergency medical assistance should contact the Customer's medical doctor or other appropriate medical service. AL employees, including AL Customer Service Team and AL technicians, are not qualified or authorised to provide medical advice to any Customer.
- 14.5 AL shall replace faulty Goods at AL's own cost unless the fault is due to the negligence or willful misconduct of the Customer.

15 Cooling off period

15.1 In Accordance with the terms of the Consumer Credit Act, 1995, if the Customer has entered into a Contract to hire Equipment the Customer shall be entitled to:

- 15.1.1 Withdraw from this Agreement without penalty upon the serving of written notice to this effect upon AL within a period of 10 (ten) days from the receipt by the Customer of a copy of this Agreement; or
- 15.1.2 Indicate that he does not wish to exercise this right by signing a statement to this effect, this signature to be separate from, and additional to, the Customer's to signature in relation to this Agreement.
- 15.2 If the Customer has already received any of the Goods under this Agreement, the Customer should not use them and should keep them safe. (Legal action may be taken against the Customer if the Customer does not take proper care of them). The Customer can wait for them to be collected by AL. The Customer may also, however, return the goods to AL.

16 Termination

- 16.1 AL shall be entitled to terminate this Agreement at any time by giving reasonable notice in writing to the Customer.
- 16.2 AL shall be entitled to terminate this Agreement with immediate effect upon giving written notice to Customer if:
 - 16.2.1 The Customer fails to pay the charges for the Goods in accordance with Clauses 7 and 8 above: or
 - 16.2.2 The Customer does or suffers anything whatsoever which in AL's bona fide opinion formed upon reasonable grounds will or may have the effect of jeopardising AL's title to the Equipment or otherwise fails to observe or perform any of this Agreement; or
 - 16.2.3 The Customer has an administration (or like) order made against him or her or be made bankrupt or call any meeting of or make any arrangement or composition with creditors; or
 - 16.2.4 The Goods or any part thereof are seized under any execution or legal process issued against the Customer.

- 16.3 This Agreement shall terminate automatically forthwith in the event that the Customer should die.
- 16.4 The Customer shall be entitled to terminate this Agreement upon providing AL with 1 (one) months written notice clearly stating that the Customer wishes, of their own volition, to cease provision of the Goods from AL and AL may, at its discretion, require a letter from a registered medical doctor advising that the Customer's Goods should be withdrawn.
- 16.5 In the event that AL requires a letter from a registered medical doctor advising under clause 16.4 above and the Customer does not provide such a letter, AL reserves the right in situations where it would be in the best interests of the Customer's health to inform the Customer's medical doctor that the Customer has returned or is refusing to accept the Goods from AL. The Customer agrees to this upon signing the Agreement.
- 16.6 Upon termination of this Agreement AL shall collect the Equipment from the Customer. In this event a Customer's representative should notify AL if possible.

17 Force Majeure

- 17.1 The Customer and AL shall not be responsible for any failure to perform or delay in performing any of their respective obligations under this Agreement where and to the extent that such failure or delay results from Force Majeure.
- 17.2 The Customer and AL shall notify the other Party promptly of any factor, occurrence or event coming to its attention that may affect its ability to meet its obligations under this Agreement.

18 Warranty and limitation of liability

18.1 Notwithstanding clause 5.7 above, AL shall not be liable in any way by reason of, or as a result of, any defects in the Goods however caused, except that AL does not exclude or restrict AL's liability for death or personal injury resulting from AL's negligence including that of AL's employees in the course of their employment with AL.

- **18.2** Subject to clause 18.3 below, AL warrants to Customer that at the time of delivery:
 - 18.2.1 The Products comply with the applicable Summary Of Product Characteristics:
 - 18.2.2 The Goods will conform to their description;
 - 18.2.3 The Equipment is suitable for conveying and holding the relevant Products.
- **18.3** The warranty in clause 18.2 above is given by AL subject to the following conditions:
 - 18.3.1 AL shall be under no liability in respect of any defect in Equipment or Consumables arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow AL's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without AL's prior approval;
 - 18.3.2 AL shall be under no liability in respect of any faulty Equipment supplied to AL by a manufacturer;
 - 18.3.3 The warranty does not extend to parts, materials or equipment not manufactured by AL, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or suppliers to AI
- 18.4 Subject as expressly provided in the terms of this Agreement, and except where the Goods are supplied to a Customer as a consumer (within the meaning of the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 18.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to AL in accordance with the terms of this Agreement, AL shall be entitled to replace the Goods (or the part in question) free of charge and AL shall have no further liability to the Customer.

- 18.6 AL shall be under no liability whatsoever, for all or any consequential or indirect losses or damages or loss of profit suffered or incurred by Customer or any third party howsoever caused.
- 18.7 Nothing in this Clause 18 shall limit or exclude the right of any person to bring a claim against AL for personal injury, death, fraud or fraudulent misrepresentation.
- 18.8 AL and its employees and agents will not and are not authorised by AL to advise the Customer on any medical issues and AL and its employees and agents shall not be liable in any way in this regard. The Customer is advised to consult the Customer's medical doctor or appropriate medical service in relation to medical issues or if the Customer is feeling unwell.

19 Data protection

- 19.1 AL is committed to comply with the Data Protection Acts 1988 and 2003 in relation to all personal data collected from Customer, AL will not release, disclose or share your personal information to any third parties without your prior consent except for the purposes as described in clause 19.2 and the Customer Consent Form. You also acknowledge and agree that in certain circumstances AL may be obliged to disclose personal information relating to you to third parties, for example, in order to conform to any requirements of law or to comply with any legal process, as well as to protect and defend the rights of AL and/or our customers.
- 19.2 The Customer understands that there may be some circumstances where it may be necessary for healthcare reasons and in the best interests of the Customer for AL to disclose personal data of the Customer to doctors or hospitals or other healthcare professionals and the Customer consents to AL disclosing their personal data in the manner described in the Customer Consent Form.
- 19.3 Customers have the right under the Data Protection Acts 1988 and 2003 to request a copy of the information which AL holds about you and to have inaccuracies in the information erased or corrected. We do not collect or keep your personal information unless it is necessary for the

above purposes or required by law, nor do we keep your personal information for longer than is necessary for these purposes or as required by law.

20 Assignment

20.1 The Customer shall not assign, transfer or dispose of its interest in this Agreement or any of its rights or obligations hereunder to any third party.

21 Notices

21.1 Any Notice served under this Agreement is sufficiently served if sent by prepaid letter post or fax to the usual or last known place of business of the addressee, and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.

22 Law

22.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish courts.



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