

**Agreement for the supply of Domiciliary medical Oxygen in cylinders and related accessories,  
including home delivery**

*PLEASE COMPLETE IN BLOCK LETTERS – all fields marked \* are obligatory*

That following the contract entered between Multigas Limited (C8318) and the Ministry for Health as Central Government Authority for the provision of domiciliary medical oxygen in cylinders, hereinafter referred to as the 'GOM Contract', including the home delivery of said medical oxygen cylinders, Multigas Sales Limited (C5862), an affiliate of Multigas Limited, will undertake to make the necessary arrangements for the supply and delivery of said medical oxygen cylinders as per the GOM Contract.

That said medical oxygen cylinders may only be supplied following the referral and authorisation of the Hospital Pharmacies situated either at Mater Dei Hospital or the Gozo General Hospital, and a qualified medical person, in line with a patient's prescription.

That to this effect, today the \_\_\_\_\_ (**Agreement Date**)

The **Referring Pharmacists:-**

*Section to be completed by MDH/GGH Pharmacist*

\_\_\_\_\_ [NAME & SURNAME OF PHARMACIST] as directed through Mater Dei Hospital / Gozo General Hospital Pharmacy hereby authorises the Patient named below to be supplied with domiciliary medical oxygen in terms of the Patient's prescription and the GOM Contract.

\_\_\_\_\_ Hospital Pharmacy Stamp

\_\_\_\_\_ Pharmacist's signature

*(alternatively Hospital Pharmacy authorisation can be given by stamping & signing the Patient's prescription or other written/digital means clearly identifying the Patient being authorised)*

The **Patient:-**

\*Patient's Name: \_\_\_\_\_

\*I.D.No.: \_\_\_\_\_ \*Email address: \_\_\_\_\_

\*Mobile No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

\*Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Together with their **Authorised Carer**:-

\*Authorised Carer's Name: \_\_\_\_\_

\*I.D.No.: \_\_\_\_\_ \*Email address: \_\_\_\_\_

\*Mobile No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Who has been authorised by the Patient or the relevant authorities<sup>1</sup> to act on the Patient's behalf, and who is jointly appearing on this agreement with the Patient and/or on behalf of the Patient.

And

**Multigas Sales Ltd.** hereafter referred to as the **Contractor**, as represented by  
\_\_\_\_\_ [NAME & SURNAME OF CONTRACTOR'S REPRESENTATIVE]

The Patient, the Authorised Carer and the Contractor will hereinafter in this agreement jointly be referred to as 'the Parties'.

Are entering into this agreement for the supply and delivery of medical oxygen cylinders and premise that:-

1. Medical Oxygen cylinders will be provided by the Contractor to the Patient together with a regulator unit and necessary accessories and this in accordance to the medical prescription as part of the GOM Contract;
2. A cylinder is a device, intended for the supply of oxygen in compressed gas form from the Contractor to the Patient. For the purposes of this Agreement, 'cylinder/s' refer to compressed oxygen cylinders together with their attachments as described above, such as valves and caps/guards.
3. The **Delivery address** to be used for the supply of the relative cylinders shall be:  
(complete if different to that of the Patient's address on pg.1)

\_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_

And should there be any changes the Patient or the Authorised Carer is to inform the Contractor immediately upon such need arising;

4. The authorised carer is a trustworthy person who will act in the best interest of the patient and who, should the patient's physical and/or mental health prevent them from taking care of matters arising from this agreement themselves, may act on the patient's behalf in fulfilling the obligations established in this agreement, including but not limited to the payment of deposits and fees, returning of empty cylinders and accessories, collection of deposit refunds

<sup>1</sup> Should the Patient be subject to a guardianship, incapacitation and/or interdiction order, please attach a copy of the relative Decree.

The parties, in fulfilment of the premises stated above, agree that:-

1. The Patient is hereby paying to the Contractor a refundable deposit per functional package as per latest Domiciliary Pricelist. Said Pricelist, is available at [www.multigas.com/domiciliary](http://www.multigas.com/domiciliary) and from Contractor's authorised Pharmacies. The functional package consists of:
  - 1 (one) Cylinder for medicinal Oxygen
  - 1 (one) Regulator
  - 1 type of mask.

In the case of a Patient requesting an extra medicinal Oxygen cylinder and / or regulator, the Patient will be asked to pay extra deposits and rent as applicable, mainly:-

- Refundable Deposit on each extra cylinder as per latest Domiciliary Pricelist
- Annual Rent on each extra regulator as per latest Domiciliary Pricelist, payable in advance.

Additional cylinders are subject to conditions as set in clause 3.

Any additional masks or accessories required by the Patient will be supplied against payment by the Patient as per latest Domiciliary Pricelist.

The Contractor reserves the right to amend the Domiciliary Pricelist from time to time as permitted by its agreement with GOM. The latest pricelist will be available at the above mentioned website and amendments will be notified to the Patient's and/or Authorised Carer's email address.

2. The first supply of Domiciliary medicinal oxygen must always be done by collection by the Patient from one of the Pharmacies authorised by the Contractor for the supply of Multigas cylinders where the Pharmacist will explain the correct use of oxygen. A list of said authorised pharmacies is available at [www.multigas.com/domiciliary](http://www.multigas.com/domiciliary) or from the Referring Pharmacist.
3. A patient may be provided with more than one cylinder (up to a maximum of 3 cylinders), depending on the flow rate & daily hours of use prescribed by the doctor. For the second cylinder the following is required:
  - New prescription meeting the flow criteria for an additional cylinder
  - Cylinder to be collected by Patient from an authorised Pharmacy.

For the third cylinder, in addition to the requirements for the second cylinder, the new prescription needs to be signed by a Consultant and the flowrate must be continuous.

4. When the cylinder is empty, the Patient can return it to the contractor and obtain a full cylinder in exchange. It is important that the cylinder being returned had been issued to the same Patient.

This exchange can be done at one of the Pharmacies authorised by the Contractor for the supply of Multigas oxygen cylinders and accessories.

Alternatively, the Patient may opt to book an exchange of full-for-empty cylinders at the above-provided delivery address in Malta or Gozo according to the latest delivery schedule established by the Contractor. Requests for delivery of full oxygen cylinders in exchange for empty cylinders is to be made at least 48hrs preceding the scheduled delivery day for the Patient's locality during Contractor opening hours. Deliveries are made to doorstep at a ground level entrance unless there is a lift.

5. Should, because of health reasons, the Patient need an exchange of a full-for-empty cylinder after the authorised Pharmacies' normal opening hours, the patient or their Authorised Carer, can exchange the empty cylinder at Mater Dei Pharmacy or the Contractor's authorised Pharmacy in Gozo during after-hours. This after-hours service must only be used for valid reasons when the Patient could not exchange cylinders during regular pharmacy opening hours. Misuse of this service may result in the Patient losing the authorisation to make use of the GOM domiciliary oxygen service.
6. The Patient and their Authorised Carer oblige themselves to take good care of the cylinder/s & accessories supplied and to use said equipment as indicated by Multigas and its representatives. In addition to the foregoing, for Health and Safety reasons, the Patient is obliged to return cylinders and regulator to the Contractor in the same condition as originally supplied by the Contractor, free of any contamination or contaminants whatsoever, with particular reference to any oil, grease or derivatives thereof. Please refer to safety documentation & instructions at [www.multigas.com](http://www.multigas.com).
7. The property of the cylinders shall at all time rest with the Contractor which endeavours to take all necessary precautions to ensure that the cylinder is provided to the Patient in good condition according to the applicable directives. To this effect the Contractor retains the right to recall its cylinders and related accessories at any time and the Patient obliges him/herself to satisfy such demand within 1 week by making the same readily available to the Contractor. In such a case the Contractor will make its best effort to replace the cylinders.
8. The Patient may not transfer the cylinder/s to third parties without the Contractor's prior written consent. If the Patient for any reason or under any title passes the cylinder/s to a third party, the Contractor reserves the right to recall the cylinder/s immediately.
9. All responsibility is disclaimed by the Contractor for any incident due to negligence, inappropriate storage, exposure or mishandling of any cylinder or the contents thereof, by any Patient while the cylinder/s is under their responsibility and sphere of control and therefore after the cylinder/s have been handed to the Patient. To this end, the Patient hereby declares to be fully conversant and knowledgeable with all rules and regulations concerning the cylinders, and their contents and accessories and is fully capable of making safe and proper use of the same. To this effect, the Patient assumes all responsibility and hereby releases and holds the Contractor harmless from any claim - including demand suits and legal and judicial expenses and fees - for any damages to property, whether of the Patient or any third party and/or personal injury or loss of life of the Patient or any third party arising out of any incident as aforementioned.
10. The cylinders and accessories are to be kept at the delivery address indicated on this Agreement. The Patient will inform the Contractor of any changes in the contact details or in case the cylinder/s are removed from the address given within one week from such change. The Patient shall inform the Contractor of the new contact details and/or the address to where the cylinder/s has/have been moved to.
11. Mainly, but not solely for Health and Safety reasons, the Patient shall not attempt to tamper with the cylinders, remove the valve & guard, or attempt to refill the cylinders, and refilling shall be carried out solely and exclusively by the Contractor. Should the Patient fail to comply with this obligation or any other obligation arising from this Contract, the Contractor shall have the right to rescind this Agreement forthwith and take possession of the cylinder/s with all its/ their contents.

12. It is the Patient's obligation to keep the doctor's prescription valid and seek a renewed doctor's prescription as needed in a timely manner. The renewed prescription is to be immediately forwarded to the Contractor for continued Domiciliary medical oxygen service.
13. This Agreement remains valid from date of signing by Contractor and Patient and/or the Authorised Carer until:
- The Patient's prescription expires.
  - The Patient for any reason does not require further use of the oxygen cylinder/s and regulator
  - The Contractor's contract with the Government of Malta to supply domiciliary medical oxygen expires or is terminated.

In any of these situations, the Patient/ Authorised carer is to:

- Return the cylinder/s, regulator/s and all subsidiary accessories in their possession in good condition to the Contractor or the authorised Pharmacies together with this Agreement.

14. Deposit/s paid by the Patient will be refunded by the Contractor after the cylinder/s and regulator/s are returned in good condition.

The Patient will bear any costs for any equipment which is damaged or lost while in their possession as per latest Domiciliary Pricelist.

The Patient authorises the Contractor to refund any due deposits by direct credit to the following bank account:

\*Bank: \_\_\_\_\_ \*Branch: \_\_\_\_\_

\*Bank Account IBAN No.: \_\_\_\_\_

\*Account Holder Name: \_\_\_\_\_ BIC/SWIFT Code: \_\_\_\_\_

15. The Patient authorises the Contractor to retain, process and use their personal data for the purposes of fulfilling the terms of this Agreement and the GOM Contract. The Contractor binds itself to make use, retain and process this data, in terms of its Data Policies and in compliance with Maltese and E.U data protection laws and regulations and that at no point shall it disclose such personal data to any third parties unless in terms of this Agreement, the GOM Contract and/or Maltese and E.U data protection laws and regulations.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
MULTIGAS Sales Ltd. Representative's Signature

\_\_\_\_\_  
Patient's Name in Block Letters:

\_\_\_\_\_  
MULTIGAS Sales Ltd. Representative's Name in Block Letters

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**Receipt of Cylinder/s and Regulator/s at Agreement Closure stage**

*(Section to be completed by Contractor/Authorised Pharmacy)*

Confirmed return and receipt of the following items from the Patient:

Date: \_\_\_\_\_

Cylinder/s: Qty: \_\_\_\_\_ Regulator/s: Qty: \_\_\_\_\_

Items returned in apparent good condition: ☐

Damages observed: \_\_\_\_\_

\_\_\_\_\_  
Contractor / Pharmacy signature