

# Hardware Maintenance Services



## Hardware Maintenance Services

### Introduction

In this Service Line, Tunstall provide maintenance of hardware supplied by Tunstall under these terms.

#### 1. INTERPRETATION

1.1. Terms defined in the Umbrella Terms shall, unless otherwise defined in this Service Line, have the same meaning in this Service Line. In addition, the following definitions apply in this Service Line:

**Authorised Employee:** has the meaning given in clause 4.3(e);

**Customer:** the person named as the Customer in the Umbrella Terms;

**Fault Call:** means a call for assistance made by the Customer in accordance with clause 4.1;

**Fee Rates:** means Tunstall's hourly or daily fee rates set out in the quotation provided by Tunstall to the Customer;

**Hardware:** means all the computers and other equipment supplied by Tunstall to be used as the platform upon which the Customer's PNC system is operated;

**Hardware Services:** the services described in clause 3.1;

**Material:** means any documents, materials, goods, products, equipment, systems, computer programs or processes, in whatever form, used by Tunstall to provide the Service or supplied by Tunstall to the Customer in the performance of the Service;

**Service:** the maintenance and support services specified in clauses 3 and 4 below;

**Tunstall:** Tunstall Healthcare (UK) Limited whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR;

**Umbrella Terms:** Tunstall's umbrella service terms that are incorporated into the agreement entered into between Tunstall and the Customer.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

## 2. THE SERVICE

### 2.1 The Service shall comprise:

- (a) a telephone help desk to provide first-line technical support to the Client with regards to the Hardware;
- (b) remote diagnosis and, where possible, correction of hardware faults in accordance with the terms of this Service Line; and
- (c) where necessary, second-line on-site technical support.

### 2.2. Tunstall will supply all parts and materials necessary for the provision of the Service, provided that:

- (a) where parts and materials are replaced due to fair wear and tear Tunstall shall make no additional charge to the Customer;
- (b) where parts and materials are replaced for a reason other than fair wear and tear the Customer shall pay Tunstall for the costs of labour (including travel, investigation and fitting time) calculated at the Fee Rates together with the costs of the replacement parts and materials;

and for the avoidance of doubt the decision of whether the replacement of any parts or materials was due to fair wear and tear or another cause shall be at the discretion of Tunstall.

2.3. Tunstall shall have no obligation to supply parts and materials for any part of the Hardware that is manufactured by a third party and is greater than 5 years old where it has used its reasonable endeavours to obtain such parts and materials at a reasonable price and has been unable to do so and the Customer acknowledges that Tunstall shall have no liability for the non-performance of its obligations to provide the Service if the non-performance is attributable to Tunstall's inability to obtain such parts and materials at a reasonable price.

### 2.4. Tunstall may (at its absolute discretion) withhold the Service or make a charge at the Fee Rates:

- (a) where any payment is overdue at a time when performance of the Service is required;
- (b) where access for provision of the Service pursuant to clause 6.1(a)(ii) cannot be obtained at the relevant time for performance of the Service; or
- (c) where in the reasonable opinion of Tunstall access for provision of the Service pursuant to clause 6.1(a)(ii) cannot be exercised safely.

2.5. Tunstall may (at its absolute discretion) make a charge at the Fee Rates for a site visit that is necessary to rectify a fault that in the reasonable opinion of Tunstall is attributable to any default by the Customer.

### 3. MAINTENANCE SERVICES

#### 3.1. Hardware Services

##### (a) Response to Call

Tunstall will perform the remote diagnosis on the problem. If the fault is such that repairs cannot be carried out remotely, Tunstall shall within the response time relevant to the priority determined for the incident (as described in the table contained in the Appendix to this Service Line) seek to arrange an appointment for an engineer to carry out a site visit.

##### (b) Supplies

Tunstall will supply all labour, parts and materials necessary for the provision of Hardware Services in accordance with this Service Line.

##### (c) Hardware Failures

Tunstall will diagnose and correct equipment malfunctions and failures in the Hardware in accordance with the terms of this Service Line. Remedies may consist of temporary procedures to be followed by the Customer while a permanent repair or remedy is being sought.

##### (d) Site Visits

Where a visit to the Customer's premises is necessary to discharge its obligations under this clause, such site visits will be carried out in accordance with the provisions of clause 4.4.

##### (e) Replacement Parts

Replacement parts will be provided by Tunstall to the Customer on an exchange basis. Such parts may be functionally equivalent to new. Where parts are replaced, the replaced parts become the property of Tunstall and the replacement parts become the property of the Customer.

##### (f) Telephone Help Facility

Tunstall will provide and maintain a telephone help facility for the purposes of reporting Hardware problems and for the provision of telephone support in accordance with the terms of this Service Line.

### 4 FAULT REPORTING AND RESPONSE

#### 4.1 Problem Identification

Where the Customer identifies a fault or problem with the Hardware, it shall contact the Telephone Help Facility described in clause 3.1(f) and shall provide to Tunstall such of the following information as may be relevant:

- (a) user name,
- (b) user location,
- (c) user telephone number,
- (d) date and time of problem,
- (e) error message number and text,
- (f) description of problem,
- (g) events that led to problem,
- (h) in all cases, the Customer's unique number for the fault.

#### 4.2 Response

On receipt of a Fault Call, Tunstall shall:

- (a) determine the priority of any incident in accordance with the table contained in the Appendix to this Service Line;
- (b) immediately allocate a unique call reference number (cross referenced to the Client Problem Report Number) which will be quoted in all subsequent communications relevant to the problem; and
- (c) will respond to the call within the response time relevant to the priority determined for the incident (as described in the table contained in the Appendix to this Service Line).

#### 4.3 Access

The Customer shall make available or use all reasonable endeavours to procure that there is made available to Tunstall such access (including, for the avoidance of doubt, remote access using appropriate communication links) to the Customer's premises, hardware systems, data, computer time and programs, as shall be reasonably necessary for the provision of the Service, provided that Tunstall shall:

- (a) use all reasonable endeavours to give reasonable notice to the Customer of the need to exercise such rights,

- (b) exercise such rights with the express approval of the Customer subject to such reasonable conditions as the Customer may attach to such access,
- (c) ensure that such rights are exercised in such a way as to cause minimum disruption to the operations of the Customer,
- (d) ensure that the any network connection to the Customer's system and any Customer owned equipment is used only for the provision of the Service;
- (e) allow only employees approved in advance by the Customer ("Authorised Employees") to access the network connection or any Customer owned equipment;
- (f) promptly notify the Customer whenever any Authorised Employee leaves the Tunstall's employ or no longer requires access to the network connection or Customer owned equipment; and
- (g) promptly notify the Customer in writing upon a change in the user base for the work performed over the network connection or whenever in Tunstall's opinion a change in the connection and/or functional requirements of the network connection is necessary.

#### 4.4 Site Visit Conditions

When undertaking a site visit, Tunstall shall:

- (a) observe all reasonable directives and procedures issued by the Customer, including security procedures, local rules, instructions and policy statements,
- (b) give due consideration to the safety and welfare of others, and
- (c) use all reasonable endeavours to minimise interference with the Client's day to day business being performed at the premises.

### 5. EXCLUSIONS FROM THE SERVICE

The Customer acknowledges that the Service does not include:

5.1 The need for the repair of connections and associated materials as a result of damage caused by storm, flood, riot, fire, misuse or interference by any person(s) not authorised by Tunstall or by theft. If such event occurs the Customer shall notify Tunstall and Tunstall shall remedy such defect in accordance with this Service Line. Tunstall shall be entitled to charge the Customer for carrying out such remedy at the Fee Rates plus the costs of materials and incidental expenses;

5.2 Batteries required for the operation of any part of the Hardware;

5.3 The provision of power and telephony needed by the Customer to receive and make use of the Service;

5.4 Hardware not supplied by Tunstall;

5.5 The need for repair to the connections where such repair results from a failure, in the reasonable opinion of Tunstall, by items not listed in the connection schedule. If such event occurs Tunstall shall notify the Customer accordingly and Tunstall shall remedy such defect in accordance with this Service Line. Tunstall shall be entitled to charge the Customer for carrying out such remedy at the Fee Rates plus the costs of materials and incidental expenses; and

5.6 Issues arising due to a failure, in the reasonable opinion of Tunstall, of the Customer to maintain a broadband internet connection in accordance with the terms of clause 6.3.

## 6. THE CUSTOMER'S RESPONSIBILITIES

6.1. The Customer shall:

(a) provide Tunstall in a timely manner with:

(i) all necessary co-operation and assistance in relation to this Service Line, including the provision of and access to such of the Customer's information technology and operational resource as Tunstall may require;

(ii) such access to the Customer's premises, systems and data, and such office accommodation and other facilities, as may be required by Tunstall; and

(iii) all necessary access to such information as may be required by Tunstall;

to enable it to provide the Service;

(b) For the avoidance of doubt, the access referred to in clause 6.1(a)(ii) shall include:

(i) access to parking facilities (at no charge to Tunstall) during the performance of the Service;

(ii) the right for Tunstall to enter any such premises where Material is stored or installed to recover it on termination of the agreement for the provision of services to the Customer; and

(iii) the right to enter any premises that contain (without limitation) any wires, cabling, pipes, ducting or other equipment that is required to be maintained for the performance of the Service;

(c) comply with all applicable laws and regulations (in particular, but without limitation, the Data Protection Act 2018) with respect to its activities under this Service Line;

(d) carry out all other Customer responsibilities set out in this Service Line or in the Umbrella Terms in a timely and efficient manner. In the event of any delay in Customer's provision of such assistance as agreed by the parties, Tunstall may adjust any timetable or delivery schedule as reasonably necessary and increase its charges accordingly.

6.2. The Customer shall ensure that all data and information provided by it or on its behalf to Tunstall pursuant to the terms of this Service Line is free from any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

6.3 The Customer agrees with Tunstall to:

- (a) observe such of Tunstall's operating instructions as are relevant to the Service;
- (b) have in place and maintain at all times broadband internet access complying with the minimum standards notified by Tunstall to the Customer from time to time;
- (c) ensure that it has secured for itself and Tunstall all necessary licences, consents and approvals for the use of such third party software as the Customer has agreed to provide to enable the performance of the Service. The Customer shall comply with such licences and shall indemnify and hold Tunstall harmless against any loss or damage which it may suffer or incur as a result of the Customer's failure to obtain, maintain or comply with such licences;
- (d) provide to Tunstall at all reasonable times and at no charge access to any data, information, equipment and/or premises required by Tunstall in order to perform the Service and which is not under the direct control of Tunstall; and
- (e) not repair, modify, maintain or service or permit any third party to repair, modify, maintain or service any Hardware without the prior written agreement of Tunstall.

6.4 The Customer acknowledges that Tunstall shall have no liability for the non-performance of its obligations set out in this Service Line if the non-performance is attributable to any of the causes set out in clauses 6.1 to 6.3 above.

## 7. PROPRIETARY RIGHTS

7.1 The Customer acknowledges and agrees that Tunstall and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, neither this Service Line or the Umbrella Terms grants the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or any related documentation.



7.2 Tunstall confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Service Line.

## 8. CHARGES

The Customer shall pay the charges set out in the quotation provided by Tunstall to the Customer.



**APPENDIX**  
**PROBLEM PRIORITIES**  
**AND RESPONSE TIMES**

Priority	Description	Response time
Priority 1*	The entire emergency calls handling services are completely inaccessible including backup system. Priority 1 incidents shall be reported by telephone only.	Available 24 hours per day, Response within 4 hours of receipt. Where Back- up service is operational Response as per Priority 2
Priority 2*	Operation of the emergency calls handling services is severely degraded, or major components of the emergency calls handling services are not operational and work cannot reasonably continue including backup system. Incidents shall be reported by telephone only.	Available 24 hours per day, Response within 4 hours of receipt. Where Back- up service is operational next working day.
Priority 3	Certain non-essential features of the services are impaired while most major components of the services remain functional.	Response next business day following receipt of the request.
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the services.	Response within 2 business days following time of receipt of the request.

*\* Priority 1 and Priority 2 Calls are for problems with PNC/calls handling. Priority 1 and Priority 2 will not be allocated to issues relating to Service Manager or any other non-emergency software deployed by Tunstall.*