

PNC/TSP-Hardware Installation Services



Introduction

In this Service Line, Tunstall will install Hardware and system software which can act as an operating platform for Tunstall's PNC/TSP system.

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:

Acceptance Tests: the tests of the System after installation and integration.

Customer: the person who buys or has agreed to buy the Services subject to these terms and conditions.

Customer Hardware: the computer hardware used by the Customer that will connect to the System.

Customer Software: the software programs supplied by the Customer that will connect to the System.

Documentation: the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Tunstall.

Hardware Installation Tests: the tests of the System Hardware after installation.

Service: The service specified in clause 4.

Site(s): the location(s) at which the System is to be installed as agreed between the Customer and Tunstall which may include the Customer's disaster recovery site.

System: the system to be provided to act as an operating platform for Tunstall's PNC system, consisting of the System Hardware, the System Software and the Documentation.

System Hardware: all the computers and other equipment to be supplied by Tunstall as set out in the Tunstall Proposal.

System Software: the software programs listed in the Tunstall Proposal which are to be provided to the Customer to enable the operation of the Tunstall's PNC system on the System.

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

Tunstall Proposal: the proposal issued by Tunstall to the Customer setting out the hardware and software required to implement the System at the Site(s).

Umbrella Terms: Tunstall's umbrella service terms that are incorporated into the agreement entered into between Tunstall and the Customer and published at www.tunstall.co.uk/pnc-tsp-umbrella-terms-and-conditions .

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 include the singular.

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

2. HARDWARE PRODUCTS TO BE PROVIDED

2.1 Tunstall shall supply all items of System Hardware, together with all related documentation provided by third-party manufacturers of items of System Hardware.

2.2 The supply of the System Hardware shall be made in accordance with Tunstall's Terms and Conditions for the Sale and Supply of Goods and/or Services (which can be found at uk.tunstall.com/terms) that are current at the date of the Customer's order for such hardware.

2.3 The Customer shall provide all cabling and other equipment needed for the installation of the System Hardware at the Site(s), including any equipment needed to connect and interface System Hardware with Customer Hardware.

3. SYSTEM CHANGES AND TECHNOLOGY SUBSTITUTION

3.1 The Customer may request changes to the System Hardware and/or System Software which Tunstall (in its sole discretion) may agree to make.

3.2 Tunstall may offer to the Customer any item of hardware or software in substitution for any corresponding item of the System where the substitute item contains new technology or has better performance characteristics than such item of the System.

3.3 Tunstall reserves the right to make (and the Customer agrees to pay) additional charges where Tunstall agrees to make changes to the System Hardware and/or System Software in accordance with clause 3.1. Tunstall will notify the Customer of such charges before agreeing to make any requested changes.

4. SERVICES

4.1 Tunstall agrees to:

(a) deliver and install the System Hardware and System Software at the Site(s);

(b) integrate the System Hardware and System Software to form a satisfactory operating platform; and

(c) carry out, in conjunction with the Customer, the Acceptance Tests.

5. HARDWARE TESTING

5.1 Following installation of each item of System Hardware, Tunstall shall carry out the Hardware Installation Tests applicable to that item.

5.2 If any item of the System Hardware fails to pass the applicable Hardware Installation Tests then Tunstall shall have five (5) days in which to remedy the deficiency, and the relevant test(s) shall be repeated within a reasonable time.

6. HARDWARE WARRANTIES

6.1 The warranties given in this clause 6 are in addition to warranties given in the Umbrella Terms.

6.2 Tunstall warrants that:

(a) the System Hardware will be new or functionally equivalent as new and of satisfactory quality; and

(b) as far as it is able, Tunstall will pass on to the Customer the benefits of any manufacturers' warranties.

6.3 The Customer agrees that notwithstanding the provisions of the Umbrella Terms, where any liability arises under or in connection with the performance of the Services as a result of the acts or omissions of a third party provider, Tunstall's liability to the Customer in respect of such acts or omissions shall not exceed the amounts recoverable by Tunstall from the relevant third party provider.

7. SOFTWARE AND DOCUMENTATION

7.1 Tunstall shall provide the System Software to the Customer under the standard licence terms provided by the relevant third parties providers, copies of which shall be provided to the Customer, and the Customer agrees to be bound by such licence.

7.2 Tunstall shall provide to the Customer from time to time copies of the Documentation containing sufficient up-to-date information for the proper use of the System. Such Documentation may be supplied in electronic form.

7.3 The Customer may make such further copies of the Documentation as are reasonably necessary for the use of the System and for training the Customer's personnel in use of the System. The Customer shall ensure that all Supplier's or third party proprietary notices are reproduced in any such copy.

8. DELIVERY, INSTALLATION AND REPAIRS

8.1 Tunstall shall supply to the Customer, within a reasonable time before delivery, such information and assistance as may be necessary to enable the Customer to prepare the Site(s) for the installation of the relevant item of System Hardware or System Software.

8.2 The Customer shall, at its own expense, prepare the Site(s) in accordance with the information provided by Tunstall in advance of delivery. Tunstall may request, and the Customer shall provide, reasonable assistance from the Customer to perform installation, integration and/or testing of the System Hardware or System Software (as the case may be).

8.3 The Customer shall be responsible for ensuring that each item of Customer Hardware and Customer Software is installed and is in working order and available to Tunstall no later than the relevant installation date for the System Hardware and System Software.

8.4 If any delivery is delayed at the request of, or because of the acts or omissions of, the Customer, the installation date shall be deferred to take account of such delay. If the delay has resulted in an increase in costs to Tunstall of carrying out its obligations under this Service Line, Tunstall may, at its sole discretion, increase the price by an appropriate amount.

9. SYSTEM ACCEPTANCE TESTS

9.1 Within ten (10) days of installation of the System Hardware and System Software, Tunstall shall carry out the agreed Acceptance Tests for the System. Tunstall shall give the Customer at least 24 hours' notice of the start of the Acceptance Tests and permit the Customer to observe all or any part of the testing.

9.2 If the System fails to pass the Acceptance Tests, the Customer shall, within two (2) days from the completion of the Acceptance Tests, or any part of these tests, provide a written notice to this effect, giving details of such failure(s). Tunstall shall remedy the defects and deficiencies and the relevant test(s) shall be repeated within a reasonable time.

9.3 If the System fails in some material respect to pass any repeated Acceptance Tests within four (4) weeks from the date of its second submission to the Acceptance Tests, then Tunstall shall continue to seek to remedy such defects until such time as such tests are successful, provided that if Tunstall is unable to correct material defects within a period of three(3) months from the commencement of Acceptance Tests, either party may terminate this Service Line.

10. SYSTEM ACCEPTANCE

Acceptance of the System shall be deemed to have occurred on whichever is the earliest of:

- (a) the signing by the Customer of an Acceptance Certificate for the last item of System Hardware or System Software to pass the Acceptance Tests;
- (b) the expiry of five days after the completion of all the Acceptance Tests, unless clause 9.2 applies;
- (c) the expiry of ten days after the installation date of the final item of System Hardware or System Software if the failure to perform the relevant Acceptance Tests results from the Customer's failure to co-operate in the performance of such Acceptance Tests; or
- (d) the use of the System by the Customer in the normal course of its business.

11. CHARGES

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

