

Service Line – Smart Hub Installation and De-installation Services

TUNSTALL HEALTHCARE (UK) LTD

1. INTERPRETATION

1.1. In this Service Line the following definitions shall apply:

Customer: the person named as the Customer in the Umbrella Agreement.

Installation/De-installation Request: a written request made by the Customer to Tunstall to install or deinstall a Smart Hub (as the case may be).

Services: the installation service described in clause 4 and the de-installation services described in clause 5.

Service User: a designated user of the Service in whose home a Smart Hub is normally installed.

Site(s): the location(s) at which a Smart Hub is to be installed or de-installed as notified by the Customer in writing to Tunstall.

Smart Hub: the Lifeline Smart Hub social alarm device provided by Tunstall.

Tunstall: Tunstall Healthcare (UK) Limited of Whitley Bridge, Yorkshire, DN14 0HR (registered office) registered in England under company number 01332249.

Umbrella Terms: Tunstall's umbrella service terms that are incorporated into the agreement entered into between Tunstall and the Customer available for inspection at www.tunstall.co.uk/smart-hub-umbrella-terms.

- 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 all genders.
- 1.5 Writing or written includes e-mail but not faxes nor any other form of electronic communication, except where expressly provided to the contrary.

2. THE SERVICES

- 2.1 The terms of this Service Line and the Umbrella Terms shall apply to the performance of the Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. All or any other terms and conditions (whether in the Customer's specification or otherwise) shall be of no effect.
- 2.2 Tunstall warrants to the Customer that:
 - (a) the Services will be provided using reasonable care and skill; and
 - (b) Tunstall will supply all materials necessary for the provision of the Services.
- 2.3 Notwithstanding any provision to the contrary, time shall not be of the essence for the performance of Tunstall's obligations under this Service Line.

- 2.4 Tunstall shall comply and shall ensure that its members of staff providing the Services comply with the Customer's applicable policies whilst performing the Services at the Customer's premises or the premises of any of the Customer's Service Users.
- 2.5 Tunstall shall ensure that it is available at reasonable times on reasonable notice to provide such assistance or information as the Customer may require.
- 2.6 In the case of defects in the performance of the Services, Tunstall shall carry out such works as are necessary to remedy such defects at no extra cost to the Customer by a reasonable date specified by the Customer.
- 2.7 The Customer shall:
 - (a) provide in a timely manner such access to the Customer's premises and data, the premises and data of any Service User where the Smart Hub is to be installed or de-installed and such other facilities, as may be requested by Tunstall to enable it to provide the Services; and
 - (b) provide in a timely manner such information as Tunstall may request and ensure that such information is accurate in all material respects.

3. INSTALLATION/DE-INSTALLATION REQUESTS

- 3.1 The Customer may from time to time request Tunstall to provide the Services by making an installation/de-installation request detailing the Smart Hub to be installed/de-installed, the address where such Smart Hub is situated or to be situated (as the case may be) and such other information as Tunstall may from time to time reasonably require.
- 3.2 Save where otherwise stated, Tunstall shall be not obliged to agree to an Installation/De-installation Request.
- 3.3 Once an Installation/De-installation Request is agreed by Tunstall, it shall be immediately effective and Tunstall and the Customer shall perform their respective obligations on the basis of the agreed Installation/De-installation Request.

4. INSTALLATION SERVICES

- 4.1 Tunstall will provide a service to install Smart Hub. The installation will be conducted at a time agreed in writing between Tunstall and the Customer.
- 4.2 The installation service will consist of the following elements:
 - a) carry out programming of peripherals to the Smart Hub;
 - b) carrying out testing and commissioning of the completed installation of the Smart Hub;
 - c) explaining and demonstrating how the system functions, the necessary connections to the telephone and mains electricity, battery changing, etc., the purpose of all controls and indicators and the type of reassurance and response provided and explaining to the Service User all the necessary operations and ensuring that they can carry them out;
 - d) providing the Service User with any relevant supporting documentation for the Smart Hub.

5. DE-INSTALLATION SERVICES

- 5.1 Tunstall will provide a service to de-install Smart Hub. The de-installation will be conducted at a time agreed in writing between Tunstall and the Customer.
- 5.2 The de-installation service will consist of the following elements:

- a) attending the Site on the agreed date to decommission the Smart Hub; and
- b) cleaning and reconfiguring the Smart Hub to a reasonable standard subject to age of the Smart Hub and reasonable usage and care of it. For the avoidance of doubt the decision whether any of the Smart Hub should not continue to be used (either due to age or any other reason) shall be at the sole discretion of Tunstall.

6. PREPARATION AND DELAYS

- 6.1 Tunstall shall supply to the Customer, within a reasonable time before performance of the Services, such information as may be necessary to enable the Customer to prepare the Site(s) for the installation or de-installation (as the case may be) of the Smart Hub.
- 6.2 The Customer shall, at its own expense, prepare the Site(s) in accordance with the information provided by Tunstall in advance of performance of the Services. Tunstall may request, and the Customer shall provide, reasonable assistance from the Customer to perform installation, de-installation, integration and/or testing of the Smart Hub (as the case may be).
- 6.3 If any installation or de-installation is delayed at the request of, or because of the acts or omissions of, the Customer, the performance of the Services shall be deferred to take account of such delay. If Tunstall can demonstrate that the delay has resulted in an increase in cost to Tunstall of carrying out its obligations under this Service Line, Tunstall may, at its sole discretion, notify the Customer that it wishes to increase the price by an amount not exceeding any such demonstrable cost and the price shall be increased accordingly. For the purposes of this clause 6.3, the acts or defaults of the Customer shall be deemed to include the acts or defaults of its Service Users.
- 6.4 Tunstall may (at its absolute discretion) withhold the Services and/or make an additional charge at its usual fee rates:
 - (a) where access for provision of the Services cannot be obtained at the relevant time for performance of the Services; or
 - (b) where in the reasonable opinion of Tunstall access for the provision of the Services cannot be exercised safely and/or securely.

7. THE CUSTOMER'S RESPONSIBILITIES

- 7.1. The Customer shall provide Tunstall with a contact number for the responsible authorised Customer representative which must be manned between the hours 9:00am to 5:00pm Monday to Friday (excluding days that are public holidays in England) to enable Tunstall to escalate matters arising from the performance of the Services.
- 7.2. 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 and those of its Service Users, 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 Services;

- (b) 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;
- (c) unless directed otherwise in writing by Tunstall, ensure that the operating software installed and used in the Smart Hub is the latest available version; and
- (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.

7.3. 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.

8. PROPRIETARY RIGHTS

8.1 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, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service or any related documentation.

8.2 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.

9. CHARGES

9.1 The Customer shall pay the charges set out from time to time in the Tunstall's pricing schedule.

9.2 Tunstall shall include with each invoice issued to the customer a written statement setting out how the charges have been calculated.