

Service Line – Consultancy and Training Services-(Telehealth)

TUNSTALL HEALTHCARE (UK) LTD

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:

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

Customer Data: the data inputted into the information fields of the System by the Customer or by service users of the Customer.

Individual: a person allocated by Tunstall to provide the Services to the Customer.

PNC System: A social alarm call handling system.

Service: the professional services specified in clauses 3 to 4 below.

Site: the Customer's premises at which the Service is to be delivered.

Training: agreed training in the use and operation of Tunstall's services.

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

Statement of Work: an agreed specification of the Services made in accordance with clause 4.

Statement of Work Request: a request made by the Customer in accordance with clause 4.1 for the performance of the Services.

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

2. THE SERVICE

- 2.1. Tunstall shall appoint a project manager, who shall have the responsibility and commensurate authority for the overall progress of the Service and to whom all questions regarding this Service Line can be referred. The name and contact details of the appointed individual shall be notified in writing to the Customer.
- 2.2. The Customer shall appoint and maintain for the duration of the provision of the Service an individual to serve as primary contact with Tunstall for the purpose of the provision of the Service. The name and contact details of the appointed individual shall be notified in writing to Tunstall in accordance with this clause.

3. CONSULTANCY AND TRAINING SERVICES

- 3.1. Where required by the Customer, Tunstall shall provide agreed consultancy services relating to the Customer's continuing use of Tunstall's PNC System and the development and use of the Customer's internal policies, processes and procedures regarding the use of those services.
- 3.2. Tunstall shall provide Training to the Customer at the Site or at such other location as may otherwise be agreed with the Customer.
- 3.3. Tunstall shall make available Individuals to provide the Services to the Customer in accordance with the terms of this Service Line and the Umbrella Terms. If any of the Individuals are unable to provide the Services due to illness or injury Tunstall may replace them with a suitably qualified substitute.
- 3.4. If any of the Individuals fails to perform all or any of the Services in accordance with the terms of this agreement, the Customer may, by written notice served on Tunstall, require the removal of the Individual and his replacement with a suitably qualified substitute and Tunstall shall comply with such request within a reasonable time.
- 3.5. The Customer agrees with Tunstall that neither Tunstall nor any Individual shall have any authority (and shall not be required to hold themselves out as having authority) to bind the Customer, unless Tunstall has specifically agreed this in writing in advance.

4. STATEMENTS OF WORK

- 4.1. The Customer may from time to time request Tunstall to provide the Services on or subject to the terms of this agreement by making a Statement of Work Request. For the purposes of this Service Line a Statement of Work Request is a request to provide the Services.
- 4.2. Statement of Work Requests shall be originated by the Customer issuing such request in writing to Tunstall.
- 4.3. On receipt of a Statement of Work Request, Tunstall shall provide the Customer, within 14 days of receiving the Statement of Work Request, details of its proposals to provide the Services, including the facilities that it will require the Customer to provide to enable it to perform the Services, and the charges for its performance of the Services and any other specific terms that may relate to such performance.
- 4.4. Save where otherwise stated herein, neither party shall be obliged to agree a Statement of Work Request.
- 4.5. The Customer and Tunstall shall discuss any Statement of Work Request and such discussion shall result in either:
 - (a) a written Statement of Work, including any applicable charges; or
 - (b) agreement that the proposal for the Statement of Work will not proceed.
- 4.6. Where a new or amended Statement of Work is agreed between the parties, they shall as soon as possible sign the new or amended Statement of Work
- 4.7. Once the Statement of Work is signed by Tunstall and the Customer, such Statement of Work shall be immediately effective and Tunstall and the Customer shall perform their respective obligations detailed in such Statement of Work.

5. CUSTOMER DATA

- 5.1. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2. If Tunstall processes any personal data on the Customer's behalf when performing its obligations

under this Service Line, it shall do so in accordance with the terms of the Umbrella Terms.

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) 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) 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 (including Customer Data) is free from any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful

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.

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