

## 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.

**Equipment:** equipment supplied by Tunstall and connected to the Customer's connected health system that is compatible with such system.

**Fault Call:** means a call reporting a fault in Equipment made by the Customer in accordance with clause 5.1.

**Fee Rates:** means Tunstall's fee rates set out in the quotation provided by Tunstall to the Customer or as is applicable from time to time.

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

**Tunstall:** Tunstall Healthcare (UK) Limited whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR (Company No. 01332249).

**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/telehealth-umbrella-terms](http://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 The Service shall comprise:

- (a) a telephone help desk to provide first-line technical support to the Customer with regards to the Equipment;
- (b) remote diagnosis and, where possible, correction of equipment faults in accordance with the terms of this Service Line; and
- (c) where necessary, return-to-base remedial support in accordance with the terms of this Service Line.

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 investigation 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 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 the Customer does not comply with its obligations contained in clause 4.3 of this Service Line.

2.4. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS A REMEDIAL SERVICE AND NOTHING WITHIN THIS SERVICE LINE OR IN THE UMBRELLA TERMS SHALL REQUIRE TUNSTALL TO CARRY OUT ANY PREVENTATIVE INSPECTIONS OR PROVIDE PREVENTATIVE MAINTENANCE ON THE EQUIPMENT OR ANY PART OF IT.

### **3. REPAIR SERVICES**

#### **3.1 Supplies**

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

#### **3.2 Equipment Failures**

Tunstall will diagnose and correct equipment malfunctions and failures in the Equipment 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.

#### **3.3 Return to Base**

Where it is necessary to return the relevant Equipment to Tunstall to enable Tunstall to discharge its obligations under this clause, such returns shall be made in accordance with the provisions of clause 4.3.

#### **3.4 Replacement Parts**

Where the Customer is the owner of the Equipment, 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.

#### **3.5 Telephone Help Facility**

Tunstall will provide and maintain a telephone help facility for the purposes of reporting Equipment 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 any Equipment, it shall contact the Telephone Help Facility described in clause 3.5 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) description of problem,
- (f) events that led to problem,
- (g) in all cases, the Customer's unique number for the faulty Equipment.

##### **4.2 Response**

On receipt of a Fault Call, Tunstall shall:

- (a) allocate a unique issue reference number (cross referenced to the Customer's agreement number) which will be quoted in all subsequent communications relevant to the problem; and
- (b) issue the Customer with a written return authorisation for the relevant Equipment including a return number cross referenced to the Customer's agreement number.

##### **4.3 Return to Base Conditions**

- (a) Before shipping any Equipment to Tunstall, the Customer must obtain a written return authorisation from Tunstall. Any Equipment received by Tunstall without a return authorisation may, at Tunstall's option, be returned to the Customer.
- (b) Once a return authorisation is obtained, the Customer is responsible for packing and shipping the relevant Equipment at the Customer's risk and expense to a service facility designated by Tunstall within twenty one (21) days after receipt of the return authorisation.
- (c) The Customer shall ensure that:
  - (i) the returned Equipment has been cleaned/decontaminated by the Customer prior to return in accordance with any HSE Directives and/or Health Board procedures;
  - (ii) the packaging used by the Customer has been labelled with the return number issued in accordance with clause 4.2(b) and clearly state 'cleaned unit'. Any Unit not so labelled will be returned to the Customer without being repaired;
  - (iii) the Equipment is returned with any batteries fitted within it and such batteries have not been removed from the Equipment;

(iv) a detailed Fault Report has been completed by the Customer for each item of Equipment being returned to Tunstall for repair including the nature of the service required. If the nature of the service has not been stated, Tunstall will provide only a service to clean and test the Equipment; and

(v) the costs of return are borne by the Customer.

(d) The Customer acknowledges that Equipment returned to Tunstall that has not been properly cleaned and/or decontaminated in accordance with clause 4.3(c)(i) will be disposed of on receipt by Tunstall together with all Equipment contained within the same package as the contaminated Equipment.

#### 4.4 Remedial Services

On receipt of the returned Equipment, Tunstall shall:

(a) inspect the returned Equipment to ascertain the nature of the fault;

(b) where, no fault can be found, return the Equipment to the Customer in accordance with the provisions of clause 4.5;

(c) where a fault is identified, carry out reasonable remedial and maintenance work to resolve the fault and clean the Equipment; or

(d) where in the reasonable opinion of Tunstall, the fault cannot be repaired or cannot be repaired at an economical price, notify the Customer accordingly using the code BER (Beyond Economic Repair) and in such circumstances Tunstall shall be under no obligation to repair such Equipment.

4.5 Where Equipment is designated by Tunstall with the code "NFF" (No Fault Found) in accordance with clause 4.4(b), Tunstall shall within a reasonable time return the Equipment to the Customer at the Customer's risk and may charge the costs of such return to the Customer. The Customer acknowledges that in the absence of any contrary indication given to it by Tunstall, Equipment returned to it shall be deemed to have been designated with the code "NFF". Where the Customer has instructed Tunstall to clean such Equipment before return, Tunstall shall carry out such cleaning and shall charge the cleaning costs to the Customer.

4.6 Where Equipment is designated by Tunstall with the code "BER" in accordance with clause 4.4(d), unless Tunstall has received an instruction to return such Equipment to the Customer, the Equipment shall be disposed of by Tunstall. Where Tunstall has been instructed to return Equipment to the Customer, it may charge the Customer the reasonable costs of return.

### 5. EXCLUSIONS FROM THE SERVICE

The Customer acknowledges that the Service does not include:

5.1 The need for the repair of Equipment 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. In such circumstances, the Equipment shall be deemed to be beyond economic repair (BER) and the terms of clauses 4.4(d) and 4.6 shall apply;

5.2 The replacement of batteries required for the operation of any part of the Equipment; or

5.3 Equipment or hardware not supplied by Tunstall.

## **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; and

(ii) all 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 and the General Data Protection Regulation) 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 the Customer's provision of such assistance as agreed by the parties, Tunstall may adjust any timetable or performance 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) 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

(c) not repair, modify, maintain or service or permit any third party to repair, modify, maintain or service any Equipment 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**

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

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