

OLDER PERSONS HOUSING AND SUPPORT STRATEGY

LIFELINE UPGRADE CHARGES

APPENDIX 19

Our Ref: NM/124494

25 March 2010

Ruth Griffin
Redditch Borough Council
Town Hall
Walter Stranz Square
REDDITCH
B98 8AH

Dear Madam

UPGRADE OF WARDEN CALL SYSTEMS

Further to your enquiry, we have pleasure in submitting the attached quotation for upgrading the warden call systems at various schemes.

This offer has been compiled in accordance with your recent discussions with our Strategic Account Manager Andrew Bailey and subsequent site visits.

The offer is open for acceptance for 13 weeks. The prices are net and will remain firm providing the work is completed within six months of the above date.

Please refer to both the particular terms and conditions attached to the Pricing Summary, and the attached Terms and Conditions of Sale and Supply upon which this offer is based.

We trust this meets with your approval, but should any points require clarification, please do not hesitate to contact us.

Yours faithfully

Neil Mackenzie
Senior Estimator

All the reassurance you need

Tunstall

Pricing Summary

Scheme name	Communicall Connect Systems	Option for DECT Handset
Scheme 3 Eathorpe Close	£6,235.54	
Scheme 4 Eathorpe Close	£5,160.92	
Scheme 5 Frankton Close	£4,767.39	
Scheme 11 Sandhurst Close	£13,906.60	
Scheme 14 Tillington Close	£5,190.11	
Scheme 19 Yardley Close	£8,886.97	
Scheme 20 Paddock Lane	£10,534.17	
Scheme 21 Upperfield Close	£11,548.33	
Schemes 22 & 23 Whitchurch/Yarningale	£13,862.41	
Scheme 25 Chiltern House	£15,294.43	
Scheme 27 Grendon Close	£7,664.50	
Scheme 29 Brinklow Close	£9,005.68	
Scheme 34 Chedworth Close	£16,354.43	
Scheme 35 Retreat Street	£10,962.61	£2,492.03
Scheme 38 Phillips Terrace	£11,505.88	
Scheme 39 Evesham Road	£11,844.61	
Scheme 43 Beoley Road	£14,258.94	
Scheme 44 Roxboro House	£12,389.22	£2,134.89
Scheme 45 Fearnings Cottages	£15,762.75	
Scheme 47 Feckenham Road	£5,390.34	
Scheme 48 Mount Pleasant	£6,533.67	
Scheme 50 Western Hill Close	£6,002.69	
Scheme 52 Cedar View	£7,245.29	
Scheme 54 Gorse Close	£9,090.03	
Scheme 55 Auxerre House	£12,257.62	
Scheme 57 Downsell House	£10,086.44	
Scheme 59 Lyndenwood	£11,377.06	
Scheme 60 Holloway Park	£6,599.62	
Scheme 61 Pitcheroak Cottages	£7,894.51	
Scheme 73 Cedar Road	£4,738.83	
Scheme 161 Willow Way	£7,786.70	
Total Price	£300,138.29	£4,626.92

Tunstall Healthcare (UK) Ltd., Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR

Telephone: 01977 661234 Fax: 01977 662570

www.tunstallhealth.com

Registered in England. No. 1332249.

Specification

Communicall Connect systems comprising:

- Communicall Connect control equipment.
- 1 No. Speech Module with “Away” button per Dwelling (Speech Modules at Scheme 55 Auxerre House also have door entry facility)
- Standard Speech Modules in communal areas
- Ceiling Pull Switches as detailed in the Equipment Summary
- 1 No. Smoke Detector per dwelling.
- Upgrade of Door Panel to Communicall Connect at Scheme 55 Auxerre House.
- Telecare Overlay. This will enable a wide range of wireless telecare sensors to be added to the systems.

Our offer does not include for any Amie portable pendants. These may be purchased as required at a cost of £37.47 each.

The warden call system at scheme 36 (Harry Taylor House) has been recently upgraded to Communicall Vision and is therefore excluded from this quotation.

Schemes 22 and 23 are currently served by one system and therefore we have quoted for one Communicall Connect system to cover both schemes.

The upgrade of the system at scheme 24 (Mendip House) has been quoted separately, and is therefore not included in this quotation.

Scheme 25 (Chiltern House) currently has 5 No. Push for Help buttons in each dwelling together with a small number in communal areas. We have allowed to replace these with Ceiling Pull Switches in our offer.

Scheme 20 (Paddock Lane). We have quoted to upgrade this scheme to Communicall Connect re-using existing cabling (as at all other schemes). However we understand that this scheme has had several cable faults in the past, and that some properties currently have Lifeline units installed. Due to the complex nature of this site it would be vary difficult to re-cable, and therefore we would recommend that the system is decommissioned and replaced with Lifeline units.

This offer is based on the assumption that all alarm calls will be handled at a remote monitoring centre. If it is a requirement for calls to be handled on site, additional equipment will be required which will be chargeable. At schemes 35 and 44 we have shown optional prices for DECT handsets which would enable staff to make and receive alarm calls on site.

Our offer does not include for smoke detectors in any communal areas (offices, communal lounges etc.) as this would contravene fire alarm regulations.

Terms and Conditions

This quotation covers the supply, installation, testing and commissioning of the equipment detailed in the attached bills of quantities.

Prices stated exclude VAT which will be applied in accordance with legislation applying at the time of completion.

Monthly invoices will be submitted against work completed.

This quotation includes for a defects liability period of 12 months

The execution of an order placed with us would be in accordance with our Conditions of Sale on the reverse of the front sheet.

Installation General

External cabling will be routed overhead.

Internal cabling will be surface clipped or contained in existing cable trays and ducts (concealed where possible).

This offer is based on the understanding that existing cabling will be re-used. If at the time of installation there is cause to suspect the reliability of such cable, then it will be replaced with new and charged accordingly.

This quotation allows for the removal of existing systems and is based on the assumption that all equipment removed will be the property of, and disposed of by Tunstall Telecom. It covers making good any structural damage caused during the installation of our system, but excludes repairs required due to the removal of any redundant system and excludes any re-decoration.

This quotation includes the provision of any blanking plates required as a result of removing existing systems.

Provision and installation of the necessary 4 core screened flexible cable between Lift Car and Lift Motor Room, and any necessary cutting-out in wall of Lift Car, is to be the responsibility of the Employer.

When placing your order please state whether lift units should be horizontal or vertical. Obtaining wayleaves and any other consents which may be required in connection with installation of the system wiring is to be the responsibility of the Employer.

The Employer is required to provide Tunstall Telecom with advance notice (minimum 14 days) of work required on site. The Employer is to provide free and uninterrupted access to and about the buildings in which the installation is to be carried out for the purpose of

fulfilling the obligations of this quotation.

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Provision and fitting of door locks is not included.

The lock release quoted is suitable for a standard mortice or Yale type nightlatch and is not suitable for rebated doors. If any other type of lock is used, or the doors are rebated, an alternative release may be required at extra cost.

In order that our system can operate effectively, it is the Employer's responsibility to ensure that all doors and door closures are functioning correctly before our equipment is installed.

This offer allows for cutting the door panel into a standard brick wall and the lock release into a wooden frame of suitable size. Any structural work other than this is not included in these prices yet may be critical to the overall performance of the system.

Our price is based upon the building having no asbestos or asbestos related materials in situ. Additional costs will be applicable if works are delayed by the discovery of asbestos during our installation. Please ensure that any asbestos register is available for our inspection.

Power Supplies

Ordering of and payment for the provision of the electricity supply is to be the responsibility of the Employer.

Telephone Lines

Prices are not included for telephone lines. It is the responsibility of the Employer to apply to British Telecom for lines as detailed below.

NB A "shared service" line must not be used for any equipment.

At each Communicall scheme, 1 BT Broadband enabled exclusive business exchange line (ex-directory terminated in a standard BT socket PLUS a block connector for permitted attachments. No telephone handset is required.

Connection to Fire Alarm Panel

The final connection of our cables to the normally closed voltage free contacts of the fire alarm panel is to be carried out by the fire alarm installer.

During the upgrade process the existing system may not be available for use until the new scheme equipment is installed and commissioned.

Service

The Company offers a nationwide after sales service via our twenty four hour Call Centre at Whitley Lodge on: 0844 415 2414.

All the reassurance you need



TERMS AND CONDITIONS OF SALE AND SUPPLY

In these terms and conditions, "Tunstall" means Tunstall Healthcare (UK) Limited; "the goods" means any item of whatsoever nature or part thereof or ancillary service which is to be sold or supplied by Tunstall including Telehealth Items; "the Customer" means the person who buys or has agreed to buy the goods; "Conditions" means Tunstall's terms and conditions of sale and supply as set out in this document; "Contract" means a contract between Tunstall and the Customer for the sale and purchase of the goods, incorporating these Conditions; "Telehealth Items" means devices aimed at assisting in the remote monitoring of patients by health professionals.

1. ACCEPTANCE OF ORDERS

- 1.1 Tunstall contracts for the supply of goods and/or services only subject to these Conditions and all terms and conditions in the Customer's order or enquiries inconsistent therewith shall be of no effect.
- 1.2 The placing of an order following a quotation given by Tunstall shall not be binding on Tunstall unless and until accepted by Tunstall in writing.
- 1.3 These Conditions shall constitute the entire agreement between Tunstall and the Customer and any modification to these Conditions will be binding only if it is evidenced in writing signed on behalf of Tunstall and such evidence contains a specific reference to these Conditions being modified.
- 1.4 In no circumstances shall the Customer cancel a contract to which these Conditions apply without Tunstall's written agreement and in particular Tunstall shall not be obliged to accept returned goods unless specifically agreed to in writing by Tunstall and subject always to the Customer paying a reasonable handling charge. If Tunstall agrees to the Customer cancelling a Contract, the Customer will indemnify Tunstall against all losses (including, without limitation, loss of profit) suffered by Tunstall arising out of such cancellation.
- 1.5 No Contract shall be a sale by sample unless Tunstall expressly agrees in writing.
- 1.6 All specifications, illustrations, colours, drawings and diagrams in Tunstall's catalogues, trade literature and other published matter are of a generally informative nature and are approximate only and none of these form part of any contract or give rise to any independent or collateral liability of whatsoever nature on the part of Tunstall and Tunstall shall be under no liability whatsoever for inaccuracies, changes or alterations in dimensions or measurements given, quoted or made by it.

2. ESTIMATES AND PRICES

Unless otherwise stated in writing the prices estimated or quoted by Tunstall are inclusive of basic packaging but are exclusive of freight and insurance charges, charges for delivery, VAT and other applicable taxes, duties or levies of any kind whatsoever, all of which are payable in addition by the Customer. Prices are based on, inter alia, the cost of materials, labour, transport, import duties and levies, currency exchange rates and statutory obligations ruling at the date of Tunstall's acceptance of the Customer's order and if before delivery there occurs any increase, however arising, in the cost to Tunstall of supplying the goods, including (without limitation) any of the above matters, Tunstall shall be entitled to adjust the price for the goods by a reasonable amount to take account of such increases.

3. PAYMENT

- 3.1 The time of payment shall be of the essence of any Contract and unless otherwise expressly stated payment shall be due on or before 30th day after the date of invoice.
- 3.2 The Customer shall not be entitled to make deduction from any payment due to Tunstall in respect of any set-off or counterclaim unless both the validity and the amount thereof have been expressly admitted in writing by Tunstall.
- 3.3 Without prejudice to any other rights, failure to pay the price or part thereof, or other monies payable by the Customer when due will also entitle Tunstall, at Tunstall's sole discretion, either to refuse to make delivery of any further consignment of any goods agreed to be supplied for which payment has not been received or to cancel any Contract, either in whole or part, by notice in writing to the Customer and without incurring any liability to the Customer for any loss caused by such delay or cancellation.
- 3.4 If the payment of the price or any part thereof and of all other sums payable by the Customer is not made on the due date, Tunstall without prejudice to its other rights hereunder, shall be entitled to charge in addition to any monies due hereunder interest on the outstanding amount at the rate of 4% per annum (4%) above the base rate from time to time of Tunstall's bankers calculated on a daily basis until payment is made.
- 3.5 All payments due to Tunstall under a Contract shall become due immediately on its termination despite any other provision.

4. TRANSFER OF PROPERTY

- 4.1 The goods shall remain the sole and absolute property of Tunstall as legal and beneficial owner and Tunstall reserves the right to dispose of the goods until such time as payment is received by Tunstall in full for all the goods, subject of a Contract, together with the full price of any other goods still outstanding, the subject of any other contract between the Customer and Tunstall, and such other sums which are or become due to Tunstall from the Customer on any account. If such payment is overdue in whole or in part, Tunstall (without prejudice to any part of its other rights) recover or resell the goods or any of them and may peaceably enter upon the Customer's premises where they are or where they are reasonably thought to be stored for the purpose of repossessing the same. The Customer grants Tunstall, its agents and employees, an irrevocable licence at any time to enter any premises where the goods or any of them are stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them.
- 4.2 Until such time as the Customer becomes the legal and beneficial owner of goods, the Customer will store them and will procure that they are stored (at no cost to Tunstall) separately from its own goods or those of any other person and in a manner which makes them readily identifiable as Tunstall's goods.
- 4.3 Tunstall may maintain any action for the price of the goods sold notwithstanding the property in them may not have passed to the Customer.
- 4.4 Each sub-clause of this Clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

5. RISK AND INSURANCE

- 5.1 Subject as hereinafter provided, the goods are at the Customer's sole risk (and the Customer shall be under a duty to insure the goods to their full value against all risks to the reasonable satisfaction of Tunstall) from the occurrence of the first point in time of any of the following events:
 - (1) the passing of property to the Customer as provided for in Condition 4 of these Conditions; or
 - (2) the physical delivery of the goods to the Customer's place of business by Tunstall; or
 - (3) the physical delivery of the goods to the Customer's carrier or to an independent carrier for the purpose of transmission to the Customer or his nominee; or
 - (4) the physical delivery of the goods to the Customer at Tunstall's premises.
 - 5.2 Tunstall will be under no obligation to affect insurance of the goods once risk has passed to the Customer.
 - 5.3 Whilst the goods are in the possession of the Customer and before property in the goods has passed to the Customer, the Customer shall keep the goods properly maintained in the same condition as that in which they were delivered and shall make good any damage or deterioration. The Customer shall be entitled to install goods in his possession in accordance with Tunstall's installation instructions or manuals.
 - 5.4 On termination, Tunstall's rights contained in clauses 4 and 5 shall remain in effect.
- ### 6. DELIVERY
- 6.1 Orders will be delivered as soon as reasonably practicable to the point of delivery specified in Tunstall's quotation and Tunstall reserves the right to deliver by instalments in such quantities as Tunstall thinks fit.
 - 6.2 Where delivery of the goods is made in instalments, each instalment shall be construed as constituting a separate contract to which all the provisions of these Conditions shall (with any necessary alterations) apply.
 - 6.3 In the event of any failure to make delivery or delay in delivery, the Customer shall have no claim whatsoever against Tunstall for any direct or indirect or consequential loss or damage of any kind.
 - 6.4 Without prejudice to any rights of Tunstall hereunder, if the Customer shall fail to give an order or before the time Tunstall is ready to deliver the goods, all instructions reasonably required by Tunstall and all necessary documents, licences, consents and authorities for forwarding the goods or shall otherwise cause or request delay, the Customer shall pay to Tunstall all reasonable storage and other costs of whatever nature incurred or arising from such delay.

- 6.5 The Customer must inform Tunstall within seven days of any goods which are delivered in a damaged state or of any shortfall in any delivery. Deviations in quantity of goods delivered from those stated in any contracts to which these Conditions apply shall not give rise to a right to reject on the part of the Customer and the Customer shall have no right to claim for damages for breach of contract, but the Customer will only be obliged to pay at the contract rate for the quantity of the goods delivered.

7. RETURNS POLICY

- 7.1 Unused goods may be returned to Tunstall's premises at the Customer's cost subject to notification to Tunstall within 10 working days of despatch by Tunstall. The Customer's account will be credited with the full value of the goods less a 10% handling and restocking fee and carriage, subject to the items being received by Tunstall within 20 working days of the date of despatch by Tunstall, providing that the items' labels are in the original unopened packaging with seal intact where applicable undamaged and returned in accordance with Tunstall's instructions. A Returns Form should be requested from the Sales Desk on 01977 660479 completed, and returned to Tunstall Healthcare (UK) Limited, Whitley Lodge, Whitley Bridge, Yorkshire, DN14 0HR. A returns number will be provided and must be clearly displayed on the packaging used to return the unwanted items to Tunstall.
- 7.2 In the event that items returned are not in the original packaging, damaged, used or otherwise not in accordance with Tunstall's returns policy the goods will be returned to the Customer at the Customer's expense. Faulty/warranty repairs goods must be returned to Tunstall under the terms of warranty and repair and not be returned via Tunstall's returns process. Goods returned under the terms of the 'returns' or the 'warranty and repair' policies must be kept separate at all times. Tunstall shall not be liable for any consequential loss whatsoever arising from misuse of Tunstall's returns or 'warranty and repair' policies.
- 7.3 Unwanted or unused goods falling outside of the terms of Tunstall's returns policy may be returned subject to a separate agreement and pricing. Contact should be made in the first instance with Tunstall at Sales Desk on 01977 660479 to request a quotation.

8. LIMITATION OF LIABILITY

- 8.1 Tunstall warrants that it will (at Tunstall's choice) repair or replace, or refund the full purchase price of any goods which are accepted by Tunstall as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of Tunstall in respect of the goods within a period of 12 months from despatch of such goods from Tunstall's works ("Warranty Period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Customer's only remedy will be against that third party. In respect of services, if Tunstall accepts within the Warranty Period that it has failed to execute the services in accordance with the express terms of the Contract, Tunstall may, at its option, perform again such of the services as have not been carried out in accordance with the express terms of the Contract. In the event that a unit is returned faulty to Tunstall's premises, Tunstall may effect a repair or replace the unit with an operational equivalent unit. However the item must be returned to Tunstall in accordance with Tunstall's returns policy available upon request for this to apply, or repay the Customer the charge for such of the services as have not been so performed (provided such charge shall have been paid to Tunstall by the Customer). The Customer's remedies in respect of any claim under the foregoing express warranty or any contract or warranty implied by law or any other claim in respect of the goods or services or any workmanship in relation to them (whether or not involving negligence on the part of Tunstall) shall, in all cases, be limited to repair, replacement, performance or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the Warranty Period and Tunstall shall not in any circumstances be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment or any part of it shall not entitle the Customer to cancel or refuse delivery or payment for any other delivery or instalment or any part of the same delivery or instalment.
- 8.2 Tunstall accepts no liability in respect of any defect in or failure or malfunction of any goods or services supplied for any loss, injury or damage attributable, directly or indirectly thereto where such is caused in whole or in part by:
 - (1) the repair, adjustment and/or alteration of the goods supplied by anyone other than Tunstall without prior written consent of Tunstall; or
 - (2) the installation, maintenance and/or operation of the goods supplied otherwise than in strict accordance with the instructions accompanying the same; or
 - (3) the use of any equipment in conjunction with the goods supplied where such equipment is manufactured by some person other than Tunstall.
- 8.3 The Customer shall not be entitled to rely on any oral statement or representations made by Tunstall or by Tunstall's employees, agents or servants and the Customer acknowledges that it will rely only on written data and specifications supplied by Tunstall.
- 8.4 Except as provided in 8.1 and 8.2 above, all representations, guarantees, undertakings, conditions or warranties, expressed or implied, statutory or otherwise in relation to the goods are hereby expressly excluded, provided always that the statutory rights of the Customer, in the case of a consumer sale, shall remain in full force and effect.
- 8.5 All batteries are excluded from the warranty as stated in this clause 8.
- 8.6 Nothing in these Conditions excludes or limits the liability of Tunstall for death or personal injury caused by Tunstall's negligence; for fraud; or any other matter for which it would be unlawful for Tunstall to exclude or attempt to exclude its liability.

9. INDEMNITY

9. The Customer shall (and shall ensure that any third party to whom any goods may subsequently be supplied) comply with all instructions of Tunstall and any other manufacturer in relation to the fitting, installation, service and use of the goods and, notwithstanding such compliance, the Customer shall keep Tunstall fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature and whatsoever arising, including, without prejudice to the generality of the foregoing, claims for damage to property and consequential loss (including loss of profit) which may be made against Tunstall or which Tunstall may sustain, pay or incur arising out of or in connection with the supply, fitting, installation or use of the goods.

10. FORCE MAJEURE

10. If Tunstall is prevented from fulfilling any order or Contract within a reasonable time by reason of any cause beyond its reasonable control including, without prejudice to the generality of the foregoing war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes, lockouts, industrial action, accident, technical problems with transportation, natural disasters, storm, flood, fire, earthquake, delay in delivery to Tunstall of any goods or material or interruption of transport it shall be under no liability to the Customer and shall be entitled at its option to be notified in writing to the Customer (either to cancel any Contract or, without any liability, to extend the time or times for delivery or otherwise performing such Contract by a period at least equivalent to that during which such delay or performance has been extended by any of the restrictions herein referred to.

11. TERMINATION

- 11.1 Tunstall reserves the right to determine this agreement forthwith at any time on seven days' notice in writing and Tunstall shall not be obliged to give any reason for determining this agreement in this manner.
- 11.2 Without prejudice to Clause 11.1 Tunstall may determine this agreement forthwith if the Customer:
 - (1) has made any material misstatement in the particulars supplied to Tunstall from time to time; or
 - (2) fails to pay any sums payable under this agreement (or under any other agreement between Tunstall and the Customer) in full within 14 days after such sums have become due (whether demanded or not); or
 - (3) commits a material breach of any of the other terms or conditions (whether express or implied) of this agreement (or of the terms and conditions of any other agreement previously mentioned); or

- (4) if any distress, execution, or other legal process is levied on or against the goods or any part of the goods, or against any premises where the goods is, or against any of the Customer's goods or other property, or the Customer permits any judgment against it to remain unsatisfied for seven days; or
- (5) if the Customer, being an individual, dies, suffers an interim order (within the meaning of the Insolvency Act) to be made against him or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order; or
- (6) if the Customer, being a body corporate, enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed over all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts; or
- (7) being an individual suffers from mental disorder and either:
 - (a) the Customer is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the Customer's detention or for the appointment of a receiver, curator bonorum or other person to exercise power with respect to the Customer's property or affairs.

12. ASSIGNMENT AND SUBCONTRACTS

- 12.1 The Customer or Tunstall shall not assign or transfer or purport to assign or transfer any Contract or the benefit thereof to any person whatsoever.
- 12.2 Tunstall shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to, the Customer.

13. LAW

All Contracts, and any non contractual disputes or claim arising out of such a Contract, shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

14. HEADINGS

The heading shall not affect the meaning or interpretation of these Conditions.

15. CONSUMER SALES

Nothing in these Conditions shall affect the statutory rights of any person dealing with Tunstall as a consumer.

16. SOFTWARE LICENCE

All material comprising Tunstall software, its associated manuals and other written materials, will be subject to the Tunstall Licence Agreement. A copy of this Agreement will be supplied if appropriate, or on request.

17. HEALTH AND SAFETY

- 17.1 The Customer agrees to pay due regard to any information or any revised information whenever supplied by Tunstall (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Customer undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the goods will be safe and without risk to health at all times as mentioned above. For these purposes, the Customer is deemed to have been given a reasonable opportunity to test and examine the goods before delivery.
- 17.2 The Customer agrees to pass to its customers any information supplied to it by Tunstall as referred to in Clause 17.1 and the Customer shall be solely responsible for ensuring that its customers are adequately informed and trained in the use of the goods and the Customer agrees to indemnify and keep indemnified Tunstall against all claims, costs, expenses, damages or liability suffered or incurred by Tunstall as a result of the Customer's failure to comply with its obligations and responsibilities under this Clause 17.2.

18. NOTICES

- 18.1 Any notice or other communication to be given under a Contract must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.
- 18.2 Any notice or document shall be deemed served if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

19. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these Conditions should not affect the other Conditions, and such provision shall be deemed severable and the remaining provisions these Conditions shall continue in full force and effect.

20. THIRD PARTY RIGHTS

A person who is not party to the Contract shall have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21. DELAY AND WAIVER

- 21.1 Failure or delay by Tunstall in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under a Contract.
- 21.2 Any waiver by Tunstall of any breach of, or any default under, any provision of these Conditions by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

22. SPECIAL CONDITIONS TELEHEALTH EQUIPMENT

22.1 COMMUNICATION FEE

Each Telehealth monitor requires connection to an approved service and the Customer is responsible for payment of such fees at the price and frequency specified under a separate communication service Agreement. These charges are in addition to the purchase price of any equipment.

22.2 STANDARDS

Where the equipment is classified as a medical device it is the Customer's responsibility to adhere to all statutory and regulatory requirements in connection with the use of the goods and to comply with the quality assurance programme EN46002 including keeping adequate records of medical devices to ensure that each item's location is known at any point in time. In addition it is required that the equipment is maintained in accordance with the manufacturer's recommendation. Any equipment returned under the terms of warranty or repair must be cleaned in accordance with the MHRAM - Medicines and Healthcare products requirements by the Customer prior to return.

22.3 CALIBRATION

The supply of any item excludes the cost of any necessary calibration required during or following expiration of the Warranty Period.

Tunstall Healthcare (UK) Ltd, Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR

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