

TERMS & CONDITIONS

1. Definitions

Acceptable Use Terms and Conditions	the terms and conditions relating to the use by the Hirer of the Equipment, as set out in Schedule 2.
Agreement	the contract between the Owner and the Hirer for the hire of the Equipment in accordance with the Contract Details, the Schedules and these Conditions.
Applicable Tier	has the meaning given to it in the Contract Details.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Casualty Value	means the market value of the Equipment at the end of the Rental Period or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Rental Period but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
Clinician	Clinician utilising the equipment on behalf of the hirer
Commencement Date	has the meaning given to it in the Contract Details.
Conditions	these terms and conditions set out in clause 1 to clause 23 (inclusive).
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Delivery Address	the address for delivery of the Equipment, as set out in the Contract Details.
Delivery Date	the date specified for delivery of the Equipment as set out in the Contract Details.
Deposit	has the meaning given to it in the Contract Details.
Equipment	has the meaning given to it in the Contract Details.
Hirer's Address	has the meaning given to it in the Contract Details.
Rent	the rental amount payable by the Hirer for the Applicable Tier.
Rental Period	has the meaning given to it in clause 3.
Return Address	has the meaning given to it in the Contract Details.
Service Level Agreement	the provisions relating to the Support Services as set out in Schedule 3.
Software	the software detailed as being available in respect of each Tier.
Support Services	has the meaning given to it in the Service Level Agreement.
Tier	each of the tiers detailed in Schedule 1.
Total Loss	means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
VAT	value added tax chargeable in the UK.

2. Lease

- 2.1 The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner, in accordance with the terms set out in this Agreement.
- 2.2 The parties acknowledge and agree that the Software available on the Equipment shall be the Software detailed in Schedule 1 as being made available for the Applicable Tier.

3. **Rental Period**

3.1 The Agreement commences on the Commencement Date and will continue on an annual basis unless and until terminated in accordance with its terms (the "**Rental Period**").

3.2 The minimum "Rental Period" the hirer is subjected to is 12 months from delivery date.

4. **Rent and Deposit**

4.1 The Hirer will pay the Set up fees and a Deposit of before taking possession of the Equipment. The Deposit is a deposit against default by the Hirer of payment of any Rent or any loss or of damage caused to the Equipment. If the Hirer fails to make any payment of Rent in accordance with this Agreement, or causes any loss or damage to the Equipment (in whole or in part), the Owner shall be entitled to apply the Deposit against such default, loss or damage.

4.2 The Hirer shall pay the Rent in advance, beginning on the Commencement Date, and on the first day in each subsequent month during the Rental Period or (if such date falls on a day that is not a Business Day) the Business Day immediately following such date. Payment shall be made to the bank account nominated in writing by the Owner.

4.3 The Rent is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.

4.4 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.5 If the Hirer fails to make a payment due to the Owner under this Agreement by the due date, then, without limiting the Owner's remedies under clause 14, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

5. **Delivery of Equipment**

5.1 The Owner will endeavour to, at the Owner's own expense and risk, deliver the Equipment to the Hirer at the Delivery Address on the Delivery Date. Risk shall transfer in accordance with clause 9 of this Agreement.

5.2 Delivery is completed on the completion of the unloading of the Equipment at the Delivery Address.

5.3 The Delivery Date is approximate only and the time of delivery is not of the essence. The Owner shall not be liable for any delay in delivery of the Equipment that is caused by the Hirer's failure to provide the Owner with adequate delivery instructions or any other instructions that are relevant to the delivery of the Equipment.

5.4 If the Hirer fails to accept delivery of the Equipment on the Delivery Date, then, except where such failure is caused by the Owner's failure to comply with its obligations under this Agreement:

5.4.1 the Equipment shall be deemed to have been delivered at 9.00 am on the Delivery Date; and

5.4.2 the Owner shall store the Equipment until delivery takes place and charge the Hirer for all related costs and expenses (including insurance).

6. **Use of Equipment**

6.1 The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations in respect of the Equipment and the Software and with any applicable law respecting the use of each of the Equipment and the Software.

6.2 The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

6.3 Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

6.4 The Hirer will comply with the Acceptable Use Terms and Conditions.

7. **Warranties**

7.1 Subject to clause 7.2, the Owner warrants that the Equipment:

7.1.2 will be in good working order and good condition upon delivery.

7.1.3 is of merchantable quality and is fit for the purposes for which it is ordinarily used.

7.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Owner, the Hirer shall be entitled only to such warranty or other benefit as the Owner has received from the manufacturer.

8. **Loss and Damage**

8.1 To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.

8.2 If the Equipment is lost or damaged, the Hirer will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.

8.3 In the event of Total Loss of the Equipment, the Hirer will provide the Owner with prompt written notice of such loss and will pay to the Owner the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Hirer.

9. **Ownership, Right to Lease and Quiet Enjoyment**

- 9.1 The Equipment is the property of the Owner and will remain the property of the Owner. The Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).
- 9.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer until such time as the Equipment is redelivered to the Owner.
- 9.3 The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
- 9.4 The Owner warrants that the Owner has the right to lease the Equipment according to the terms in this Agreement.

10. Support Services

The Owner shall perform the Support Services in accordance with the Service Level Agreement.

11. Insurance

No insurance coverage for the Equipment is required under this Agreement.

12. Indemnity

The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including legal fees and costs, arising out of or related to the Hirer's use of the Equipment.

13. Limitation of liability

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in this Agreement limits any liability which cannot legally be limited including liability for:
- 13.2.1 death or personal injury caused by negligence;
 - 13.2.2 fraud or fraudulent misrepresentation;
 - 13.2.3 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 13.3 Subject to clause 13.2, the Owner's total aggregate liability to the Hirer shall not exceed the amounts of Rent paid by the Hirer to the Owner.
- 13.4 Subject to clause 13.2, the Owner shall not be liable under this Agreement for any:
- 13.4.1 loss of profits;
 - 13.4.2 loss of sales or business;
 - 13.4.3 loss of agreements or contracts;
 - 13.4.4 loss of anticipated savings;
 - 13.4.5 loss of use or corruption of software, data or information;
 - 13.4.6 loss of or damage to goodwill; and
 - 13.4.7 indirect or consequential loss.
- 12.5 All implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement on giving not less than 30 days' notice to the other party.
- 14.2 Without affecting any other right or remedy available to it, the Owner may terminate this Agreement with immediate effect by giving notice to the Hirer if:
- 14.2.1 the Hirer fails to pay any amount due under this Agreement on the due date for payment;
 - 14.2.2 the Hirer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
 - 14.2.3 the Hirer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 14.2.4 the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.2.5 the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 14.2.6 the Hirer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

- 14.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company, limited liability partnership or partnership);
- 14.2.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company, partnership or limited liability partnership);
- 14.2.9 the holder of a qualifying floating charge over the assets of the Hirer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 14.2.10 a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
- 14.2.11 the Hirer (being an individual) is the subject of a bankruptcy petition, application or order;
- 14.2.12 a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;
- 14.2.13 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.4 to clause 14.2.12 (inclusive);
- 14.2.14 the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 14.2.15 the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
- 14.2.16 the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or
- 14.2.17 there is a change of control of the Hirer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.3 For the purposes of clause 14.2.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Owner would otherwise derive from a substantial portion of this Agreement over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 14.4 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

15. Consequences of termination or expiry

- 15.1 On expiry or termination of this Agreement, however caused:
 - 15.1.1 the Owner's consent to the Hirer's possession of the Equipment shall terminate;
 - 15.1.2 the Hirer will promptly return the Equipment at the Hirer's cost, expense and risk to the Owner by delivering the Equipment to the Return Address. If the Hirer fails to return the Equipment to the Owner at the end of the Rental Period, the Hirer will pay to the Owner the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Hirer;
 - 15.1.3 if the Hirer fails to comply with clause 15.1.2, the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located;
 - 15.1.4 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:
 - 15.1.4.1 all Rent and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.5; and
 - 15.1.4.2 any costs and expenses incurred by the Owner in recovering the Equipment or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs); and
 - 15.1.5 subject to clause 4.1, the Owner will refund the Deposit (or balance of the Deposit) and unused pro rata payments from the first month's rent to the Hirer at the end of the Rental Period provided that the Hirer has performed all of the Hirer's obligations under this Agreement.
- 15.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 15.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16. Data Protection

- 16.1 In this clause 16:
 - 16.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** are as defined in the Data Protection Legislation; and
 - 16.1.2 **Domestic Law** means the law of the United Kingdom or a part of the United Kingdom.
- 16.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 16.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Hirer is the Controller and the Owner is the Processor. Schedule 5 sets out the scope, nature and purpose of processing by the Owner, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 16.4 Without prejudice to the generality of clause 16.2, the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Owner for the duration and purposes of this Agreement.
- 16.5 Without prejudice to the generality of clause 16.2, the Owner shall, in relation to any Personal Data processed in connection with the performance by the Owner of its obligations under this Agreement:
- 16.5.1 process that Personal Data only on the documented written instructions of the Hirer which are set out in Schedule 5 unless the Owner is required by Domestic Law to otherwise process that Personal Data. Where the Owner is relying on Domestic Law as the basis for processing Personal Data, the Owner shall promptly notify the Hirer of this before performing the processing required by the Domestic Law unless the Domestic Law the Owner from so notifying the Hirer;
- 16.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Hirer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 16.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 16.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Hirer has been obtained and the following conditions are fulfilled:
- 16.5.4.1 the Hirer or the Owner has provided appropriate safeguards in relation to the transfer;
- 16.5.4.2 the Data Subject has enforceable rights and effective legal remedies;
- 16.5.4.3 the Owner complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 16.5.4.4 the Owner complies with reasonable instructions notified to it in advance by the Hirer with respect to the processing of the Personal Data;
- 16.5.5 assist the Hirer, at the Hirer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 16.5.6 notify the Hirer without undue delay on becoming aware of a Personal Data Breach;
- 16.5.7 at the written direction of the Hirer, delete or return Personal Data and copies thereof to the Hirer on termination of the Agreement unless required by Domestic Law to store the Personal Data; and
- 16.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 16.5.8.
- 16.6 The Hirer consents to the Owner appointing the suppliers of the Software as third-party processors of Personal Data under this agreement. The Owner confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement substantially on that third party's standard terms of business which the Owner confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Hirer and the Owner, the Owner shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16.6.
- 16.7 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

17. Assignment

- 17.1 The Hirer shall not assign this Agreement, the Hirer's interest in this Agreement or the Hirer's interest in the Equipment without the prior written consent of the Owner.
- 17.2 If the Hirer assigns this Agreement, the Hirer's interest in this Agreement or the Hirer's interest in the Equipment without the prior written consent of the Owner, the Owner will have recourse to the Remedies and will be entitled to all damages caused by the assignment.

18. Entire Agreement

This Agreement will constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.

19. Notices

- 19.1 Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:
- Owner: 18 Fellside, Ponteland, Newcastle Upon Tyne, NE20 9JP; and
- Hirer: the Hirer's Address.
- 19.2 Any notice shall be deemed to have been received:
- 19.2.1 if delivered by hand, at the time the notice is left at the proper address; or
- 19.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day

after posting.

- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Interpretation

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

21. Severability

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. General Terms

- 22.1 This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 22.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement.
- 22.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 22.5 Neither party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the party whose performance is affected.

23. Governing Law and Jurisdiction

- 23.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SCHEDULE 1

Tiers

Tekihealth laptop hire tiers will include the following: By default, each hirer laptop will come with the basic tier included. The hirers can upgrade to other tiers at a cost to be met by the hirer. Such upgrades can be requested by contacting us at admin@tekihealth.com

Software/service covered	Bronze Package (Tier 1)	Silver Package (Tier 2)	Gold Package (Tier 3)
Leased laptop	✓	✓	✓
Office 365	✓	✓	✓
HSCN	✓	✓	✓
AccurRx	✓	✓	✓
EMIS Web	✓	✓	✓
SystemOne	✓	✓	✓
Surgery connect Softphone with call recording	-	✓	✓
Headset with microphone	-	✓	✓
Lexacom Echo hands off dictation software	-	-	✓
Rent/month for 12month minimum period	£150 + VAT (£180.00)	£215 + VAT (£258.00)	£250 + VAT (£300.00)

SCHEDULE 2
ACCEPTABLE USE TERMS AND CONDITIONS

- 1 These Acceptable Use Terms and Conditions seek to protect both the Equipment and Hirer and reduce risk by clarifying the required behaviours of the Hirer.
- 2 The Hirer shall comply with any terms and conditions relating to the use of the Software including, where forming part of the Software for the Applicable Tier, the processes set out in Schedule 4.
- 3 The Hirer shall:
 - 3.1 use the Equipment only for the purpose of providing remote consultations to patients as part of the Hirer's position as locum GP;
 - 3.2 never undertake illegal activity, or any activity that would be harmful to the Owner's reputation or jeopardise staff and/or patient data, on the Equipment;
 - 3.3 not misuse the Equipment and/or Software by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - 3.4 ensure that they have completed appropriate data protection and security training within the 12 months immediately preceding the Commencement Date;
 - 3.5 understand that they have a legal responsibility to protect personal and sensitive information;
 - 3.6 ensure that any personal information stored is appropriate in accordance with the Data Protection Legislation;
 - 3.7 only access appropriate content using the Equipment;
 - 3.8 not use any software on the Equipment which does not constitute Software;
 - 3.9 not connect personal mobile devices to the Equipment;
 - 3.10 protect usernames, passwords, staff numbers, smart cards, dongles and passwords appropriately;
 - 3.11 create secure passwords;
 - 3.12 not log allow other individuals access to and/or to log on to the Equipment;
 - 3.13 log out of the Equipment at the end of the working day;
 - 3.14 ensure that all information is created, used, shared and disposed of in line with instructions from the Owner.
 - 3.15 keep the Equipment safe and secure; and
 - 3.16 immediately report to the Owner any:
 - 3.16.1 breach of these Acceptable User Terms and Conditions;
 - 3.16.2 incident or breach involving the Equipment;
- 4 The Hirer acknowledges that any data saved or cached onto the Equipment may be available to the Owner on return of the Equipment and prior to decommissioning of the Equipment by the Owner.

**SCHEDULE 3
SERVICE LEVELS**

1. Interpretation

The following definitions apply in this Schedule 3:

Commercially Reasonable Efforts	the same degree of priority and diligence with which the Owner meets the support needs of its other similar customers.
Fault	failure of the Hardware to operate in all material respects in accordance with the Specification and Documents, including any operational failure or error referred to in the Service Level Table.
Hardware	the Equipment but excluding the Software.
Hirer Cause	any of the following causes: <ul style="list-style-type: none"> a) any improper use, misuse or unauthorised alteration of the Hardware by the Hirer; or b) the use by the Hirer of any hardware or software not provided by the Owner.
Out-of-scope Services	any services provided by the Owner in connection with any apparent problem regarding the Hardware reasonably determined by the Owner not to have been caused by a Fault, but rather by a Hirer Cause or a cause outside the Owner's control (including any investigational work resulting in such a determination).
Service Levels	the service level responses and response times referred to in the Service Level Table.
Service Level Table	the table set out in paragraph 5.1 of this Schedule 3.
Solution	either of the following outcomes: <ul style="list-style-type: none"> a) correction of a Fault; or b) a workaround in relation to a Fault that is reasonably acceptable to the Hirer.
Support Services	maintenance of the Hardware excluding any Out-of-scope Services.
Support Hours	Hours during which Tekihealth or its approved provider shall provide support services to the hirer.
Support Request	a request made by the Hirer in accordance with this Schedule 3 for support in relation to the Hardware, including correction of a Fault.

2. Support Services

- 2.1 The Owner shall perform the Support Services during the Support Hours in accordance with the Service Levels.
- 2.2 As part of the Support Services, the Owner shall:
 - 2.2.1 provide the Support Services by means of the following telephone number **03332243990** and e-mail address **support@tekihealth.com**;
 - 2.2.2 commit appropriate resources to the provision of the Support Services;
 - 2.2.3 use Commercially Reasonable Efforts to correct all Faults notified under paragraph 4.3 of this Schedule 3; and
 - 2.2.1 provide technical support for the Hardware in accordance with the Service Levels.
- 2.4 The Owner may reasonably determine that any services are Out-of-scope Services. If the Owner makes any such determination, it shall promptly notify the Hirer of that determination.
- 2.5 The Hirer acknowledges that the Owner is not obliged to provide Out-of-scope Services.
- 2.6 The Hirer acknowledges and agrees that any support in relation to the Software shall be provided by the Software provider, and not by the Owner.

3. Fees

The provision of Support Services shall be included in the Rent.

4. Submitting Support Requests and access

- 4.1 The Hirer may request Support Services by way of a Support Request.
- 4.2 Each Support Request shall include a description of the Fault and, where relevant, the start time of the incident.
- 4.3 The Hirer shall provide the Owner with prompt notice of any Faults which it becomes aware of.
- 4.4 All Support Services shall be provided on an off-site basis (such as over the telephone, e-mail or use of remote support tools) from the Owner's office or approved providers that the owner might choose.

5. Service Levels

- 5.1 The Owner shall:
 - 5.1.1 prioritise all Support Requests based on its reasonable assessment of the severity level of the Fault reported; and
 - 5.1.2 respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Service Level response and response time for Operational Faults
P1	Critical – Total business failures:	Level 1 Response:

	<p>An error in, or failure of, the Hardware that:</p> <ul style="list-style-type: none"> a) materially impacts the operations of the Hirer's business or marketability of its service; or b) prevents necessary work from being done. 	<p>Acknowledgment of receipt of a Support Request within 30 minutes.</p> <p>Level 2 Response:</p> <p>The Owner shall:</p> <ul style="list-style-type: none"> a) restore the Hardware to a state that allows the Hirer to continue to use all functions of the Hardware in all material respects within 3 hours after the Level 1 Response time has elapsed; and b) exercise Commercially Reasonable Efforts until full restoration of function is provided. <p>Level 3 Response:</p> <p>The Owner shall work on the problem continuously and implement a Solution within 8 hours of receipt of the Support Request.</p> <p>If the Owner delivers a Solution by way of a workaround reasonably acceptable to the Hirer, the severity level assessment shall reduce to a severity level 2 or lower.</p>
2	<p>High - System Defect with Workaround:</p> <ul style="list-style-type: none"> a) a Business Critical Failure in the Hardware for which a workaround exists; or b) an error or failure in the Hardware (other than a Business Critical Failure) that affects the operations of the Hirer's business or marketability of its service. 	<p>Level 1 Response:</p> <p>Acknowledgment of receipt of a Support Request within 1 hour.</p> <p>Level 2 Response:</p> <p>The Owner shall, within 3 Business Days after the Level 1 Response time has elapsed, provide an emergency fix or workaround which allows the Hirer to continue to use all functions of the Hardware in all material respects.</p> <p>Level 3 Response:</p> <p>The Owner shall provide a permanent Fault correction as soon as practicable and no later than 5 Business Days after the Owner's receipt of the Support Request.</p>
3	<p>Medium/Low - Minor Error:</p> <p>An isolated or minor error in the Hardware that:</p> <ul style="list-style-type: none"> a) does not significantly affect Hardware functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Hirer's business performance. 	<p>Level 1 Response:</p> <p>Acknowledgment of receipt of the Support Request within 3 hours.</p> <p>Level 2 Response:</p> <p>The Owner shall provide a permanent Fault correction within 10 Business Days after the Level 1 Response time has elapsed.</p>

5.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

5.3 The Owner shall give the Hirer regular updates of the nature and status of its efforts to correct any Fault.

6. Communications

In addition to the mechanisms for giving notice specified in clause 19, the parties may communicate in respect of any matter referred to in this Schedule 3 by e-mail (unless specified otherwise).

**SCHEDULE 4
SOFTWARE DETAILS**



Surgery
Connect.pdf



Lexacom Echo.pdf

SCHEDULE 5
PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Processing by the Owner:	
<ul style="list-style-type: none"> • Scope 	<p>The laptop shall not contain any personal data at the point of issue.</p> <p>Whilst in the possession of the Hirer, for the Hire period, the personal data stored and accessed via the will under the exclusive control of the Hirer and the Owner shall not be Processing.</p> <p>Consequently, the scope of Processing performed on behalf of the Hirer, by the Owner is limited to the deletion of personal data stored on the equipment at the point of return.</p>
<ul style="list-style-type: none"> • Nature 	<p>Cached or locally saved personal data may be present on the returned equipment. The Owner shall ensure that all data, related to or acquired during the Hiring term has been completely removed from the device within 5 days of return.</p> <p>The Owner shall ensure that the equipment is not accessed during this time period (unless related specifically to the process of destruction of personal data) and that the equipment is securely stored until fully decommissioned.</p>
<ul style="list-style-type: none"> • Purpose of processing 	<p>Cached or locally saved personal data may be present on the returned equipment. The Owner shall ensure that all data, related to or acquired during the Hiring term has been completely removed from the device within 5 days of return.</p> <p>The Owner shall ensure that the equipment is not accessed during this time period (unless related specifically to the process of destruction of personal data) and that the equipment is securely stored until fully decommissioned.</p>
<ul style="list-style-type: none"> • Duration of the processing 	<p>The Owner shall ensure that all data, related to or acquired during the Hiring term has been completely removed from the device within 5 days of return.</p>
Types of Personal Data	<p>Patient demographics</p> <p>Patient health information</p> <p>Patient family information</p> <p>Practice / healthcare visitors / complainants</p> <p>Voice call recordings</p> <p>Emails</p> <p>Details of other healthcare professionals</p>
Categories of Data Subject	<p>Patients</p> <p>Family members</p> <p>Healthcare Professionals</p>