

HOSPEDIA DATA STATEMENT

Welcome to Hospedia. We hope you enjoy using your entertainment and communication system.

When you use the Hospedia System we ask for a small amount of personal information so we don't confuse you with anyone else.

Your information can be used whenever you move beds or return to any Hospedia hospital so you can keep your original number and we can get you started quickly.

Your information will be kept safely and we may call you to check your service requirements but your information will not be used for any other marketing purposes. You will not be contacted at home or by any other companies. Your information may be used by the hospital so they can provide services you have requested or to help with hospital management and your bedside phone number will be available to family members, friends and other enquirers who know you are here and are trying to reach you.

Please tell us if you do not want us to check your service requirements or make your bedside number made available to enquirers.

Calls with Hospedia may be recorded for training and security purposes.

Hospedia Limited. Customer Relations, Galloway House, Crichton Business Park, Bank End Road, Dumfries, DG1 4ZZ. Email: customer.relations@hospedia.com Tel: 0345 414 1234

TERMS AND CONDITIONS

IMPORTANT: THESE TERMS AND CONDITIONS CONSIST OF TWO PARTS WHICH YOU SHOULD READ CAREFULLY:

1. PART A - The HOSPEDIA AGREEMENT which applies between you and Hospedia regarding your use of the Hospedia TV service and;
2. PART B - The SKY SPORTS CHANNEL PACK TERMS OF USE which apply in addition to those set out in Part A, between you and British Sky Broadcasting Limited in relation to any use of the Sky Sports Channels via your Hospedia TV.

PLEASE READ BOTH PART A AND PART B CAREFULLY

PART A - Hospedia Agreement

These Terms and Conditions apply to your use of the Hospedia System and govern the relationship between Hospedia Limited ("we", "our" or "us") and you. Use of the Hospedia System will show you agree to these Terms and Conditions. ") You must therefore read them carefully. If there is anything you do not understand, please contact our customer care team by picking up the telephone handset, pressing the operator button and following the relevant instructions or by calling 0345 414 1234 from a UK landline.

SERVICES

Hospedia offers a range of communication and entertainment facilities at the hospital bedside.

The services you receive will depend on the card you purchase from the vending machine or the package you select from the options presented on the screen by debit or credit card.

Some sites have Hospedia service access cards available in pre-paid denominations. The cards available will depend on the configuration of that site. If you are not sure which cards are available on your site you can check with our customer care team by picking up the telephone handset, pressing the operator button and following the relevant instructions or by calling 0345 414 1234 from a UK landline.

Service Options

Depending on your service package and the facilities available at your hospital, one or more of the following services will be available.

Telephone (incoming and outgoing calls)

Subject to service availability, we agree to supply the facility to make or receive calls at your bedside (if a patient), and for others to make calls directly to you at the bedside during your stay in hospital if deemed appropriate by the NHS Trust or its representatives. Hospedia offers free unlimited outgoing calls to 01/02/03 landline numbers. No package purchase is required. Calls to mobiles (07) numbers are also included for up to 2 minutes at a time at Hospedia Sites where inclusive 01/02/03 and 07 numbers are the only accessible number ranges. In each case the call will also be subject to the service providers' access charge which should be checked with the service provider. Calls to certain numbers in the 0800, 08, 09 number ranges and premium rate services are not accessible via our system. Inclusive services are subject to limitations and fair use policies and we reserve the right to restrict access if the service is abused.

Callers from international destinations and some network providers may not be able to connect to our service. Where a call is connected the service provider may charge the caller different rates from those advertised by Hospedia, which are based on the cost of a call from a BT landline. Callers are advised to check with their local service provider.

Television

Subject to service availability, we agree to supply access to a number of television channels during your stay in hospital if deemed appropriate by the NHS Trust or its representatives.

Movies

Subject to service availability, we agree to supply access to a number of popular film choices suitable for hospital viewing during your stay in hospital if deemed appropriate by the NHS Trust or its representatives.

Radio

Subject to service availability, we agree to supply access to a number of radio stations free of charge (both local and national), during your stay in hospital if deemed appropriate by the NHS Trust or its representatives.

Internet & E-mail

Subject to service availability, we agree to supply access to Internet and e-mail facilities during your stay in hospital if deemed appropriate by the NHS Trust or its representatives. Internet access is subject to a fair use policy including restrictions on download and streaming services.

Hospedia reserves the right to remove any of the above services at any time, without prior notice.

Content

We always aim to ensure you will have access to a wide range of suitable television channels; however we cannot accept responsibility for the tone of content on those channels.

Where the service includes an on-screen programme guide this material is provided to Hospedia by the Press Association and is for your personal use only. You may not distribute the programme guide and the commercial exploitation of the programme guide is prohibited;

If you use the programme guide it is at your sole risk and neither Hospedia nor the Press Association or any of the Press Association's licensors gives any guarantee that the programme guide will be accurate or that the programme guide will be available at any specific time or at all.

We also offer advertising opportunities on our bedside units and we endeavour to ensure that all advertising placed is suitable for the audiences using the service.

Internet content is filtered by a third party service provider based on continuous analysis of site content.

PAYING FOR THE SERVICE

You can pay for our services in a number of ways:

Purchasing a choice of Hospedia cards in pre-paid denominations or service specific Hospedia bundle cards from one of the Hospedia vending machines located in the hospital. The cards available will depend on the configuration of that site.

Pre-paid denomination specific cards will upload to the terminal when activated. Services may then be selected from the menu options to the value of the credit purchased.

For Hospedia cards the available package is activated by selecting "Use vending machine card" from the bedside terminal home page and following the on-screen instructions to enter the 9 digit activation code printed on the card where this facility is available.

Services may be also activated or credit uploaded to the bedside unit by pressing the "other services" button (where available), selecting our credit/debit purchase option and using one of the credit/debit cards shown. For security reasons there may be restrictions on the number of transactions you can make in a day.

Services may also be activated on the bedside unit, regardless of which Hospedia card type is used at your hospital, by calling the Hospedia customer care team and using one of the credit/debit cards we accept. The Hospedia customer care team can be reached on 0345 414 1234 or by lifting the handset and pressing the operator button on your terminal. For security reasons there may be restrictions on the number of transactions you can make in a day.

Details of our price plans and service packages will be found on our leaflets, information displays, vending machines and most bedside units. If you have any questions please lift the telephone handset to call our customer care team.

USING THE SERVICES

Starting to use the service

Before starting to use the service, patients are required to register either by using the on-screen prompts or by picking up the telephone handset, and calling our customer care team free of charge and following the relevant instructions.

Users will need to provide a few details:

Your name - this enables us to identify you and assign your personal number; and

Date of birth - this allows us to distinguish between patients who may have similar names.

These details will be used as set out in the Hospedia Data Statement.

Hospedia reserves the right to refuse registration if we have reason to suspect that the equipment supplied would not be used as intended. Under these circumstances we are not obliged to give a reason for our decision.

If you do not register with us prior to using our services then we cannot guarantee that you will be able to make or receive telephone calls or use any services and any credit or services purchased will not be recorded in your name.

You acknowledge that registration or the purchase of credit or services provides only the opportunity to use the system and the Hospedia services, subject to availability, while you are a patient at the hospital for the period covered by the package you have selected so long as any necessary payments have been made. You agree that the purchase of a package or use of the system and the Hospedia services conveys no other rights or title to the system or its content.

Verbal or physical abuse of our staff is not tolerated. Under these circumstances, we reserve the right to suspend or terminate access to the system and the Hospedia services at any time and have no obligation to refund any monies paid.

You agree to take good care of the unit and all other Hospedia equipment and facilities. If your deliberate actions cause damage to either the bedside unit, payphone or any of our other equipment or facilities then we reserve the right to suspend or halt the service at any time and to pursue for damages. In such circumstances Hospedia have no obligation to refund any monies paid.

Our system and the Hospedia services must be used responsibly. The system must not be used to make calls or send e-mail or other messages of an offensive, indecent, menacing, or nuisance nature, nor must content of this nature be viewed using our services. Our system and the Hospedia services must not be used fraudulently or in connection with a criminal offence. If we reasonably believe that any of the above has occurred we reserve the right to suspend or halt the service at any time and report the matter to the relevant authorities.

Service delivery

We aim to provide a high-quality and continuous service, unfortunately, given the environment in which we work there may be times when our service is unavailable.

The Hospedia system is not available at all bedsides and where no system is installed or where service is unavailable for any other reason we have no obligation to provide service.

During your stay in hospital if you report a fault with the bedside unit that is causing you inconvenience you may be entitled to free time or a refund. Under these circumstances please contact us by picking up the telephone handset, and calling our customer care team following the instructions on screen.

At times, we may be asked by the NHS Trust or its representatives to either temporarily or permanently suspend the entire service, or specific elements of the service. Under these circumstances we cannot offer any form of compensation.

If the fault or failure to provide a service is caused by factors outside of our reasonable control then we cannot accept responsibility. Under these circumstances we will endeavour to re-establish services as quickly as reasonably possible.

Hospitals undertake generator tests from time to time and during these periods we regret that our services will not be available. We do our best to return our units to normal service as quickly as possible after the event.

Occasionally we may have to change your phone number, or interrupt our services in order to resolve operational issues. Under these circumstances we will work to re-establish services as quickly as possible.

We reserve the right to suspend or remove the system or the Hospedia services at any time, without prior notification.

If you want to stop using our services at any time you can tell us by lifting the telephone handset and calling our customer care team and we will log you out of the system. Please note that unused packages purchased with a credit/debit card may be refunded in exceptional circumstances only. Refunds on cards purchased from vending machines can only be made if the Hospedia card purchased has not been used to pay for or activate any of our services.

Calling into the Hospital

If caller tries to reach you but you have decided not to answer the phone, are on another call, or have left the hospital then we cannot refund the cost of any calls made to the bedside.

Moving beds

If you move beds during your hospital stay you must inform us by following the instructions on screen or by calling our customer care team. If you do not inform us that you have moved beds in this way then we cannot guarantee that you will be able to make or receive telephone calls or use any other Hospedia services. Credit uploaded or Services you have purchased may be used by other patients.

If during your hospital stay you move beds and do not inform us by lifting the telephone handset, and calling our customer care team by following the instructions we cannot offer you a refund for any credit or services lost.

If you are to be moved to a ward within the hospital that does not have a working Hospedia system please inform us by lifting the telephone handset, and calling our customer care team. Any remaining credit will be refunded and the handling charge will not apply.

Leaving Hospital

If you leave hospital you must inform us prior to your time of discharge (by picking up the telephone handset and calling our customer care team). If you do not we cannot guarantee that any credit or unused services you have purchased will not be used by another patient. Upon following the instructions you will no longer be registered as a current user of the system and your name will not be displayed when the handset is lifted.

REFUND POLICY

If you purchase a Hospedia card using a vending machine:

The credit amount or a brief description of the service type and period of service purchased is shown on the Hospedia card. Part used services are not refundable in any circumstances. Part used Hospedia cards are not refundable unless the circumstances are deemed to be exceptional or you are moved to a ward, which does not have Hospedia services, in which case a written request must be submitted to our Customer Relations team with a full explanation and the original Hospedia card.

In the event of your Hospedia card being lost or stolen or used by another person with or without permission, we will not refund any credit which was stored on the card or the value of service that had been selected. In these circumstances, the Hospedia card is treated as cash and safekeeping is the responsibility of the card holder.

In the event of money being lost in a vending machine, as long as this is reported on the same day we will process a cheque refund subject to our regular audit identifying unaccounted credit. A cash refund may be possible if the user is present at the hospital when the audit is carried out.

We will process refunds against the original credit card for unused credit in your account at the time of processing the refund provided: (i) we have no reason to suspect that you are engaged in fraudulent or other criminal activities; and (ii) we are not prohibited from redeeming that stored value by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority.

To request a refund, please contact our customer care team by picking up the telephone handset at the bedside to call our customer care team or by calling 0345 414 1234 from a standard telephone line or by writing to our Customer Relations team within 28 days of your discharge from hospital.

Any refunds will be paid directly to the credit card used to make the original purchase within 28 working days of Hospedia receiving the request. We will not refund any free/bonus credit given to you.

To enable us to comply with our legal obligations, we may need to carry out checks to verify your identity before processing a redemption request and we reserve the right to refuse to process any redemption request if you fail to assist with that verification process.

COMMENTS AND CONCERNS

If you wish to comment on or raise any concerns over any aspect of our service during your stay in hospital please contact our customer care team by lifting the telephone handset (available 24 hours a day, 7 days a week)

If you wish to comment on or raise any concerns over any aspect of our services after your hospital stay please write to us at: Customer Relations, Hospedia Ltd, Galloway House, Bankend Road, Dumfries, DG1 4ZZ or e-mail: customer.relations@hospedia.com

CHANGES TO OUR SERVICE

Sometimes we may need to change our charges, services and/or the terms and conditions of this agreement. We reserve the right to make changes to these at any time.

PART B - Terms of Use "Sky Sports channel pack"

These Terms of Use set out the terms on which we provide the Sky Sports channel pack to you. This agreement is between you and British Sky Broadcasting Limited ("Sky") By purchasing a Sky Sports channel pack and proceeding to use the service, you confirm that you are bound by these Terms of Use.

You will need an active Hospedia pack to view the Sky Sports channel pack on your hospital TV.

Once you confirm your purchase with Hospedia your access to the service will begin immediately.

In these Terms of Use, "**service(s)**" means the services provided by Sky available via the Hospedia directory , "**content**" means the selection of linear channels that will be made

available via the Sky Sports channel pack service, "**Hospedia service**" means the TV service provided by Hospedia and accessible via an active Hospedia bundle.

1. The service
 - a. To purchase the Sky Sports channel pack you must be aged 18 or over, have a valid credit or debit card and an active Hospedia pack.
 - b. The Sky Sports channel pack will give you immediate access to the content, direct to the hospital TV by your bed, for a 24 hour period.
 - c. Your credit or debit card will be debited straight away and as soon as you complete your purchase. Turning off your TV or leaving your bed will not stop or pause the access period. If you do turn off your TV during your access period and wish to continue watching content, simply follow on the onscreen instructions to resume viewing content.
 - d. Your access period will simply end 24 hours from when you purchased access. All relevant access periods will be told to you at the time of purchase.
2. Your permission to access the services and content
 - a. You may only access the content and service in the UK (including the Channel Islands and Isle of Man).
 - b. You may only use the service and content in the ways expressly permitted in these Terms of Use (as updated from time to time). You can only access the service and content for your personal, non-commercial use. You must follow our reasonable instructions and requirements in relation to how you use the service and content.
 - c. Some examples of the things you mustn't do:
 - i. Copy, rent, sell, reproduce, publish, republish, post, broadcast, frame, transmit the services or content (or any part of them), or make them available to the public, or authorise or assist anyone else to do so, except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time ("Act"). The exceptions in the Act are limited and you must make sure you are legally entitled to rely on one of them;
 - ii. make any direct or indirect charge for watching or using any part of the services or content;
 - iii. show any of the content or any part of the service in public to an audience, even if no direct or indirect charge is made;
 - iv. access or use the services or content for any improper or unlawful purpose or allow anyone else to do so.
3. Intellectual property rights
 - a. The services (and any other material or software made available as part of the services) and content are protected by intellectual property laws, our agreements with third parties, and these Terms of Use. All copyright, trade-marks and all other intellectual property rights in the services and the content (and any other material, software or content made available as part of the services) will remain ours or, where applicable, our third party content partners/providers.
 - b. You mustn't copy (except as permitted under the Act (defined above)), publish or republish, post, transmit, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the software which we allow you to use or access in order to provide the service.
4. Changes to the service and content

- a. The service and content is variable and therefore may change from time to time or end without notice. We make no commitment to continue supporting the service on an ongoing basis.
 - b. Some of the content we provide is supplied by third parties. The availability of such content is outside our control and we may be unable to make certain programmes available via the service (including live channels). We'll use our reasonable efforts to notify you in advance (via the Hospedia service or within the Sky Sports channel pack directory), about the unavailability of certain content. In addition, some features of the channels available via the Sky Sports channels pack service may differ from the channels broadcast on other platforms. For example, features such as teletext and the red button may be unavailable.
 - c. In some cases it might not be possible or practical to give you advance notice; for example, if an urgent change is required for security reasons, or due to a request or demand or threat of action from a regulatory authority or other third party, or for any other reason which is beyond our reasonable control.
5. Sky's right to cancel our agreement

We can cancel our agreement with you (or any part of it) at any time. You'll have access to content purchased during the relevant access period for the remainder of the relevant access period and you'll continue to be charged for any content you purchase during the time you're able to access the service.

In any event, we may immediately suspend or restrict your use of all or any part of the services and/or content without refunding or compensating you if:

- a. you breach these Terms of Use or those of Hospedia;
 - b. we suspect or believe that you've committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the service or content;
 - c. or
 - d. it's not reasonably avoidable due to technical or operational reasons which are beyond our reasonable control.
6. Sky's right to change these Terms of Use
- a. We can change these Terms of Use at any time.
The most up to date version of the Terms of Use will always be available via the Sky channel on the Hospedia service
7. Prices and payments
- a. The price of the service is set out on the Sky Sports channel within the Hospedia service and may change from time to time
 - b. Prices include VAT and any applicable sales tax.
 - c. All payments to access the service are made to Hospedia in accordance with the Hospedia terms and conditions you agreed on purchasing your Hospedia bundle.
 - d. If you take up a special offer, the relevant terms and conditions will be varied to take account of the offer terms and conditions.
8. Liability
- a. Nothing in these terms and conditions, limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.

- b. **To the full extent permitted by law, we and our associated companies and agents exclude responsibility and all liabilities arising from:**
 - i. **any use of the service which isn't authorised by us,**
 - ii. **ending, suspending or restricting the services or content or any part of the services or content in accordance with these Terms of Use,**
 - iii. **any delay, failure, act or default in relation to the provision of the services and the content,**
 - iv. **errors, viruses or bugs present in or arising from your use of the service**
 - v. **incompatibility of the service or content with any other software or hardware (including the Hospedia TV device),**
 - vi. **any act or default of any third party supplier, device manufacturer or provider of a device operating system,**
 - vii. **any act or default of Hospedia in relation to your use of and access to the service, including without limitation; any problems with your Hospedia TV, the Hospedia payment system or authentication processes; and**
 - viii. **any matters which are beyond the reasonable control of British Sky Broadcasting Limited.**
 - c. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk.
9. Law and geographical limits
- a. Any part of these Terms of Use found to be unenforceable will be treated as deleted and the remainder of the Terms of Use will continue to govern the relationship between us and you.
 - b. English law governs your use of the service, these Terms of Use and any dispute arising out of them, unless you live in Scotland in which case Scots law will govern these matters. Any dispute can be dealt with by any UK court that can lawfully deal with the case.
The agreement between us and you is personal to you and no third party is entitled to benefit under it. We can transfer our rights and obligations under these Terms of Use to any company, firm or person. You may not transfer your right or obligations under these Terms of Use to anyone else.
10. BSKYB Ltd details

British Sky Broadcasting Limited (registered number 02906991) of Grant Way, Isleworth, Middlesex, United Kingdom, TW7 5QD. Our UK VAT number is 440 6274 67.