



## **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.co.uk](mailto:customer.relations@hospedia.co.uk) Tel: 0345 414 1234

## **TERMS AND CONDITIONS**

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 Customer Care Team 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 package you select from the options presented on the screen.

#### **Service Options**

Depending on your service package and the facilities available at your hospital, one or more of the following services could be provided:-

##### ***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. Some Hospedia hospitals offer packages which include free unlimited outgoing calls to 01/02/03 landline numbers. Inclusive packages are subject to fair use policies and we reserve the right to restrict access if the service is abused. Certain numbers such as 0800 and premium rate services may not be accessible via our system.

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 available 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 (both local and national), during your stay in hospital if deemed appropriate by the NHS Trust or its representatives.

#### **Games**

Subject to availability, we agree to supply access to a number of games 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 notification.

#### **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 – therefore some websites may not be available.

#### **Accessibility**

Hospedia is sensitive to its role as service provider in a healthcare environment and recognises that our services are likely to be used by able bodied and disabled patients alike. We have an Accessibility Policy, Action Plan and Awareness Training for all staff dealing with customers with disabilities. Hospedia provides: the facility to use your own headphones; induction loops; and subtitled

programming. For further details please contact Customer Relations, Galloway House, Crichton Business Park, Bank End Road, Dumfries, DG1 4ZZ on 0345 414 1234.

#### **PAYING FOR THE SERVICE**

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

Purchasing a choice of denominations of Hospedia paycards from one of the Hospedia vending machines located in the hospital and uploading the credit to the bedside unit by inserting the Hospedia card into the card reader on the bedside unit; or

Uploading credit to the bedside unit directly by calling Hospedia and using one of the credit/debit cards we accept. For security reasons there may be restrictions on the number of transactions you can make in a day. Please note we do not accept any transactions from persons other than the cardholder.

Uploading credit to the bedside unit directly by selecting a service package then selecting one of our credit or debit card options shown. For security reasons there may be restrictions on the number of transactions you can make in a day. Please note we do not accept any transactions from persons other than the cardholder.

Details of our price plans and service packages will be found on our leaflets, information displays, vending machines and on the screen of most bedside units. If you have any questions please pick the telephone handset and press the Customer Care Team button.

#### **USING THE SERVICES**

##### **Starting to use the service**

You are invited to browse the service to see which entertainment and communication facilities are offered at your hospital. Prior to paying for a service package, users will need to register by providing 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 above.

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 purchased will not be recorded in your name.

You acknowledge that registration or the purchase of credit provides only the opportunity to use the system and the Hospedia services 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 in advance. You agree that the purchase of credit 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. It must not be used to make calls or send e-mail 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 bed-sides 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 credits or a refund. Under these circumstances please contact us by picking up the telephone handset, pressing the Customer Care Team button and following the instructions.

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 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 pressing the Customer Care Team button and you will be logged out of the system. Please note that unused credit purchased with a credit/debit card may be refunded in exceptional circumstances only. Refunds on cash purchases can only be made if the Hospedia paycard purchased has not been used to pay for 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 diverted calls to answer phone 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 picking up the telephone handset, pressing the Customer Care Team button on the bedside unit and following the relevant instructions. 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 you have stored may be used by other patients.

If during your hospital stay you move beds and do not inform us by lifting the telephone handset, pressing the Customer Care Team button and following the instructions we cannot offer you a refund for any credits 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, pressing the Customer Care Team button and following the instructions. 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 pressing the Customer Care Team button on the bedside unit and following the relevant instructions). If you do not we cannot guarantee that any credit you may have stored will not be used by another patient. Upon following the instructions you will no longer be registered as a current user of the system.

## REFUND POLICY

### **If you purchase a Hospedia paycard using a vending machine:**

The value of the services is deducted from the balance on the Hospedia paycard. Part used services are not refundable in any circumstances. Part used Hospedia paycards 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 paycard.

In the event of your Hospedia paycard being lost or stolen or used by another person with or without permission, we will not refund any credit that has been used. In these circumstances, the Hospedia paycard is treated as cash and is the responsibility of the 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.

### **If you use your credit card to purchase a Hospedia paycard or to upload credit directly to the bedside unit:**

We will process refunds against the original credit card for unused credit in your account at the time of processing the refund provided: (i) the balance on your Hospedia paycard is at least £5; (ii) we have no reason to suspect that you are engaged in fraudulent or other criminal activities; and (iii) 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.

A handling charge of £2.50 may be applied each time that you redeem value stored on a Hospedia paycard, and you will be reminded of this when you contact Customer Relations if it applies. This fee is charged in respect of the administrative costs of processing your redemption payment. No redemption fee will be applied if you ask us to redeem the value stored on your Hospedia paycard within 14 days of purchase.

To request a refund, please contact our Customer Care team by picking up the telephone handset, pressing the Customer Care Team button on the bedside unit, or by calling **0345 414 1234** from a standard telephone line or by writing to Customer Relations within 28 days of your discharge from hospital.

Any refunds will be paid directly to the credit or debit card used to make the original purchase, within 28 working days of Hospedia receiving the request. We will not refund any free/bonus credits 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 one of our advisors at your hospital or, lift the telephone handset and press the Customer Care Team button to speak to one of our Customer Care team (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: Consumer Relations, Hospedia Ltd, Galloway House, Bankend Road, Dumfries, DG1 4ZZ or e-mail: [customer.relations@hospedia.co.uk](mailto:customer.relations@hospedia.co.uk) Phone: 0345 414 1234

## 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. Current customers will be notified of these changes.