



Connected Care. Enriching Lives.

Terms and conditions of supply

Spark Innovation Group Limited

WHAT THIS DOCUMENT COVERS

Contract, definitions and nature of the goods	1 to 3
Goods, services and software	4 to 6
Price, quotations and payment	7 to 10
Delivery and customer responsibilities	11 to 12
Trials, warranty, risk and title	13 to 17
Liability, data protection and general terms	18 to 30
Schedule 1, customer infrastructure requirements	
Schedule 2, ad-hoc and non-warranty charges	

Version 4.0 | September 2026

Spark Innovation Group Limited, company number 14917066. Innovation House, 11 North Street, Pewsey, Wiltshire SN9 5ES.

1. Application and entire agreement

- 1.1 These Terms and Conditions apply to the supply of goods, software, services and consultancy (together the **Goods and Services**) by Spark Innovation Group Limited, company number 14917066, of Innovation House, 11 North Street, Pewsey, Wiltshire, SN9 5ES (**we, us or Supplier**) to the buyer (**you or Customer**).
- 1.2 A binding Contract is formed only when the Order Confirmation has been signed by an authorised representative of the Customer and subsequently countersigned by an authorised representative of the Supplier.
- 1.3 The Customer's signature constitutes an offer to contract on the terms set out in the Order Confirmation. That offer is accepted, and the Contract formed, at the point of the Supplier's countersignature. The Supplier will confirm countersignature to the Customer in writing.
- 1.4 The Supplier will not proceed with delivery, installation, commissioning or supply of any Goods and Services before countersignature.
- 1.5 These Terms, the Order Confirmation, and the Schedules to these Terms together form the entire agreement (**Contract**) between us. They exclude any other terms the Customer seeks to impose, including any terms contained in a purchase order or supplier onboarding document, whether or not the Supplier has signed such a document.
- 1.6 Nothing said or written before the Contract was formed forms part of it unless expressly set out in the Order Confirmation.

2. Interpretation

Business day means any day except Saturdays, Sundays or UK bank holidays.

Goods means any physical products supplied under the Contract, including sensors, devices, handsets and associated hardware.

Order Confirmation means the document issued by the Supplier setting out the Goods and Services to be supplied, the price, and any specific terms, and expressly identified as an Order Confirmation. It may be issued in electronic form. It must be signed by an authorised representative of the Customer and countersigned by an authorised representative of the Supplier before the Contract is formed. A single document may serve as both a proposal and an Order Confirmation where it is expressly identified as such.

Services means any installation, commissioning, training, adoption support, consultancy, digital transformation support or related services supplied under the Contract.

Software means any software, application, platform, dashboard or subscription based service supplied or made accessible under the Contract.

Subscription means any recurring payment arrangement for Software or Services as set out in the relevant Order Confirmation.

Headings do not affect interpretation. Words in the singular include the plural and vice versa.

3. Nature of the Goods and Services

- 3.1 The Goods and Services are assistive and environmental sensing, communication and workflow products. They are not medical devices within the meaning of the Medical Devices Regulations 2002 (as amended) and are not supplied, marketed or intended as medical devices.
- 3.2 The Goods and Services do not diagnose, treat, prevent, cure or monitor any disease, injury or medical condition. They do not measure or report clinical vital signs unless expressly stated in the Order Confirmation.
- 3.3 The Goods and Services are designed to support the Customer's staff. They do not replace clinical judgement, care planning, risk assessment, staff observation, or the Customer's own policies and procedures. All decisions about the care of any individual remain the responsibility of the Customer and its appropriately qualified staff.
- 3.4 The Goods and Services are not a life safety system, an emergency response service, or a substitute for one. The Supplier does not monitor alerts on the Customer's behalf and does not respond to incidents.
- 3.5 No sensing system detects every event. The Supplier does not warrant that every fall, movement or other event will be detected or reported. Detection performance is affected by the physical environment, sensor placement, network conditions, and factors specific to individuals and rooms.
- 3.6 Where an initial calibration or learning period applies, its duration and effect on alerting are set out in the Order Confirmation. The Customer must maintain its existing arrangements throughout that period.
- 3.7 The Customer is responsible for ensuring that its use of the Goods and Services complies with its regulatory obligations, including obligations relating to consent, dignity, privacy and the least restrictive option.

4. Goods

- 4.1 Descriptions of the Goods in our general sales and marketing materials are for guidance only and do not form part of the Contract unless expressly confirmed in the Order Confirmation.
- 4.2 The Goods and Services to be supplied, and the price, are as set out in the quotation section of the Order Confirmation. Descriptive and explanatory content elsewhere in the Order Confirmation is provided to assist the Customer's understanding and does not create warranties or performance guarantees beyond those expressly stated in these Conditions.
- 4.3 We may amend specifications where necessary to comply with statutory or regulatory requirements, or where a manufacturer changes a product, provided the change does not materially reduce performance.

5. Services

- 5.1 Where the Supplier agrees to provide Services, we will carry out those Services with reasonable care and skill.
- 5.2 We will endeavour to meet any agreed timescales, but time is not of the essence in relation to Services unless expressly stated in writing.
- 5.3 If the scope of Services needs to change, both parties must agree the change and any associated adjustment to fees or timescales in writing before additional work is carried out. The Supplier will not charge for work outside the agreed scope without prior written confirmation from an authorised representative of the Customer.

6. Software and Subscriptions

- 6.1 Software is licensed, not sold. The Customer receives a non-exclusive, non-transferable licence to use the Software for its own internal business purposes for the term of the Subscription.

6.2 Subscriptions commence on the earlier of installation of the Goods, commissioning of the Goods, or 30 days from the date of the Order Confirmation.

6.3 Subscription charges remain payable regardless of any delay in installation or commissioning caused by the Customer.

6.4 Unless the Order Confirmation states otherwise, Subscriptions run for an initial term of 12 months and renew automatically for successive periods of 12 months, unless either party gives at least 30 days written notice before the end of the then current term.

6.5 The Customer must not copy, modify, reverse engineer, sublicense or make the Software available to any third party without the Supplier's prior written consent.

6.6 The Supplier may update, modify or improve the Software from time to time. The Supplier will give reasonable notice of any change that materially reduces functionality.

7. Price

7.1 The price (**Price**) is as set out in the Order Confirmation or as otherwise agreed in writing.

7.2 Quantities set out in the Order Confirmation are those the parties are contracting for. Any change to quantities must be agreed in writing by both parties, and the Price will be adjusted at the unit rates set out in the Order Confirmation.

7.3 For one off Goods and non recurring Services, we may increase the Price due to factors beyond our reasonable control, including material costs, labour costs, exchange rates, duties or delivery rates. Any increase will only take effect after written notice to the Customer.

7.4 Price variation for Subscriptions and recurring Services is governed exclusively by clause 10.

7.5 Discounts are at our discretion and apply only to the Order Confirmation in which they appear.

7.6 The Price excludes packaging, delivery, VAT and any other applicable taxes.

8. Quotation, Order Confirmation and pre-contract withdrawal

8.1 Goods and Services described in our sales materials and quotations are not a contractual offer, except where the document is expressly identified as an Order Confirmation.

8.2 Prices in an Order Confirmation remain valid for 30 days from the date of the Customer's signature unless withdrawn earlier.

8.3 Either party may withdraw from the transaction at any time prior to the Supplier's countersignature, without liability to the other.

9. Payment

9.1 For Goods and one off Services: a deposit of 50% of the Price is due within 7 days of the Supplier's countersignature of the Order Confirmation. The remaining 50% is due within 14 days of installation or practical completion, whichever is earlier.

9.2 Subscription fees are billed in advance and payable within 7 days of the invoice date.

9.3 The Customer must pay the Price even if installation or commissioning has not yet taken place, where the delay is not attributable to the Supplier.

9.4 All payments must be made in British Pounds, in full, without deduction, withholding, set off or counterclaim.

9.5 If the Customer fails to pay on time, the Supplier may suspend deliveries, suspend access to Software, and charge interest at 8% per annum above the Bank of England base rate, accruing daily.

10. Subscription price variation

10.1 The Supplier may vary Subscription charges with effect from a renewal date only.

10.2 The Supplier will give the Customer at least 90 days written notice of any variation before the renewal date.

10.3 If the Customer does not accept the varied charge, the Customer may terminate the Subscription with effect from the renewal date by giving written notice before that date, without early termination charge.

10.4 The Supplier will not vary Subscription charges during an initial or renewed term.

11. Delivery

11.1 We will deliver the Goods to the address in the Order Confirmation unless agreed otherwise. If no address is given, the Customer must collect the Goods.

11.2 Delivery may take place between 8am and 8pm. The Customer must accept delivery during these times.

11.3 If the Customer fails to take delivery, we may store the Goods and charge related costs including transport and insurance, arrange redelivery and charge related costs, or after 10 business days resell or dispose of the Goods and charge the Customer for any shortfall.

11.4 Delivery dates are estimates only. We are not liable for delays caused by events outside our control or by the Customer's failure to provide required information, access or instructions.

11.5 We may deliver by instalments. Each instalment is a separate contract.

12. Customer responsibilities

The Customer must ensure that all preparations, information, access and site conditions are in place to enable the Supplier to deliver, install and commission the Goods and Services without delay. These responsibilities include, but are not limited to, the following.

12.1 Access and installation readiness

The Customer must ensure that all installation areas are accessible, safe and ready; that the Supplier has full and uninterrupted access during agreed dates and times; that all permissions, inductions, security clearances and access arrangements are completed beforehand; and that required rooms, equipment or systems are available during scheduled works.

If the Customer cancels or reschedules an installation or commissioning visit with less than 72 hours notice, the Supplier may charge a stand down fee equivalent to a full day of engineer time per engineer, plus travel or accommodation costs already incurred.

If the Supplier attends site and installation cannot proceed due to Customer delay or lack of readiness, the same stand down fee applies.

12.2 Installation window

The Customer must schedule and complete installation within 60 days of the date the Contract is formed, unless agreed otherwise in writing.

If installation is delayed beyond 60 days due to Customer delay, the Supplier may treat the Goods as delivered for invoicing purposes, charge reasonable storage, administrative or logistical costs, and reschedule installation subject to stand down or additional charges.

12.3 Customer dependencies

The Customer must ensure all technical and environmental prerequisites are met, including but not limited to adequate power supply and network connectivity meeting the requirements in Schedule 1; any nurse call or environment related prerequisites; access to third party systems required for integration; and a stable, safe and unobstructed environment.

Delays caused by the Customer do not relieve the Customer of payment obligations. The Supplier is not liable for reduced performance arising from unmet dependencies.

12.4 Provision of information

The Customer must provide all requested site information, floor plans, room lists, network details, installation contacts or documentation within 10 business days of request. Failure to do so may result in delay or additional charges.

12.5 Internet connectivity and resilience

Some Goods and Services rely on a stable internet connection. The Customer is responsible for ensuring adequate and reliable connectivity at all relevant locations, meeting the requirements in Schedule 1.

The Customer is strongly advised to maintain a backup or secondary internet connection to minimise operational disruption. The Supplier can quote for this on request.

The Supplier is not liable for any interruption or reduced performance caused by insufficient or unstable connectivity, or by the absence of a fallback connection.

12.6 Use, care and maintenance

The Customer must follow all written or verbal instructions regarding the storage, installation, operation and maintenance of the Goods and Services.

Sensors and devices must not be moved, adjusted, refitted, obstructed or removed without the Supplier's prior written consent. Sensor position materially affects detection performance.

The Supplier is not liable for issues arising from misuse, neglect, alteration, obstruction or failure to follow instructions.

13. Trial and pilot periods

13.1 Where Goods are supplied on a trial or pilot basis, the trial period is as set out in the Order Confirmation, running from the date of installation.

13.2 At the end of the trial period the Customer must either confirm in writing that it wishes to continue on the terms set out in the Order Confirmation, or make the Goods available for collection by the Supplier.

13.3 If the Goods are not made available for collection within 10 business days of the end of the trial period, the Supplier may invoice the Customer for the full value of the Goods as set out in the Order Confirmation.

13.4 The Customer is responsible for the Goods while they are on its premises and must keep them insured and in good condition.

14. Non-returnable Goods

Goods are supplied to order and are non returnable unless defective.

15. Inspection and acceptance

- 15.1 The Customer must inspect the Goods on delivery.
- 15.2 Damage or shortages must be reported within 3 days of delivery.
- 15.3 Returned Goods will only be accepted where they are defective and, if required, have been inspected by us.
- 15.4 The Customer bears the cost and risk of returning Goods.
- 15.5 Acceptance occurs upon inspection or within 4 days of delivery, whichever is sooner.

16. Warranty

- 16.1 Hardware is covered by a return to base warranty for 12 months from the date of installation, unless the Order Confirmation states otherwise.
- 16.2 The warranty covers defects in materials and workmanship. It does not cover damage caused by misuse, neglect, alteration, unauthorised repair, obstruction, relocation, power surge, water ingress, use of non approved components, faults in the Customer's own infrastructure, or failure to maintain the minimum signal strength specified in Schedule 1.
- 16.3 Where a fault arises from network conditions that do not meet the requirements in Schedule 1, any resulting site visit or remedial work will be chargeable at the rates in Schedule 2.
- 16.4 Where the same item develops the same material fault three times in a single calendar quarter, the Supplier will replace it at no charge.

17. Risk and title

- 17.1 Risk passes on delivery.
- 17.2 Title passes only when full payment is received.
- 17.3 Until title passes, the Customer must store the Goods safely, keep them identifiable and insured, and act as bailee.
- 17.4 The Supplier may require the Customer to return the Goods, or may enter the Customer's premises to recover them, if payment is not made.

18. Intellectual property

- 18.1 All intellectual property rights in the Goods, Software, documentation, training materials and any deliverables produced under the Contract remain the property of the Supplier or its licensors.
- 18.2 Nothing in the Contract transfers any intellectual property right to the Customer.
- 18.3 The Customer may not use the Supplier's name, logo or trade marks without prior written consent from a director of the Supplier.

19. Termination

- 19.1 The Supplier may terminate the Contract with immediate effect if the Customer commits a material breach which is not remedied within 14 days of written notice, becomes insolvent, enters administration or liquidation, or ceases to trade.
- 19.2 On termination, all sums outstanding become immediately due, and any licence to use Software ends.

20. Limitation of liability

- 20.1 The Supplier's total liability under or in connection with the Contract is limited to the Price paid by the Customer under the relevant Order Confirmation.
- 20.2 The Supplier is not liable for indirect or consequential losses, loss of profit, loss of data, loss of business or anticipated savings, or for delays caused by events outside its reasonable control.
- 20.3 The Supplier is not liable for any loss arising from the Customer's failure to meet its obligations under clause 12 or Schedule 1.
- 20.4 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot lawfully be excluded.

21. Communications

- 21.1 Notices must be in writing and sent by courier, email or post to the address in the Order Confirmation.
- 21.2 Notices are deemed delivered as follows: by courier, when delivered; by email, when successfully transmitted; by ordinary post, 5 business days after posting.

22. Data protection

- 22.1 Where the Supplier processes personal data on the Customer's behalf, the Customer is the controller and the Supplier is the processor.
- 22.2 The Supplier will process personal data only as required to provide the Goods and Services, and in accordance with the Customer's documented instructions.
- 22.3 The Supplier will maintain appropriate technical and organisational security measures, will notify the Customer without undue delay of any personal data breach, and will delete or return personal data on termination.
- 22.4 The Customer is responsible for conducting its own Data Protection Impact Assessment for its use of the Goods and Services.
- 22.5 Data protection enquiries: nadia.morris@sparkinnovationgroup.co.uk

23. Confidentiality

Each party will keep confidential any information disclosed by the other that is marked confidential or that would reasonably be understood to be confidential, and will not disclose it without consent, except where required by law or by a regulator.

24. Dispute resolution

In the event of a dispute, the parties agree to attempt resolution through good faith negotiation within 20 business days of written notice before commencing formal legal proceedings. If the dispute remains unresolved, either party may refer the matter to mediation before litigating. Nothing in this clause prevents either party from seeking urgent injunctive relief.

25. Circumstances beyond control

Neither party is liable for failure or delay caused by events beyond its reasonable control.

26. Variation of these Terms

- 26.1 The Supplier may update these Terms and Conditions from time to time.

26.2 Any update takes effect for new Order Confirmations issued after the date of publication.

26.3 Existing Contracts continue on the version of these Terms in force at the date the Contract was formed, except where a Subscription renews, in which case the Supplier will give at least 60 days written notice of any material change taking effect at renewal.

27. No waiver

Failure to enforce a right does not constitute a waiver of that right.

28. Severance

If any provision is found invalid or unenforceable, the remainder continue in full force.

29. Third party rights

A person who is not a party to the Contract has no right to enforce any of its terms.

30. Law and jurisdiction

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Schedule 1: Customer infrastructure requirements

The Customer acknowledges that the following requirements are essential for the stable and effective operation of the Goods and Services. Failure to meet and maintain these standards is the Customer's sole responsibility, may void warranties, and may incur additional support charges under Schedule 2.

1. Network and connectivity

The Customer must ensure:

- A business grade, managed Wi-Fi network is in place. Consumer grade routers and mesh systems are not suitable.
- Minimum Wi-Fi signal strength of -67 dBm in all areas where Goods are installed.
- A stable, high speed internet connection with sufficient bandwidth.
- A business grade firewall, correctly configured.
- Business grade managed switches.

A secondary or backup internet connection is strongly recommended.

Failure to maintain the minimum Wi-Fi signal strength may result in degraded performance and will void the hardware warranty in respect of any faults attributable to inadequate signal strength.

2. Power and hardware environment

The Customer must ensure:

- All Supplier hardware is connected to a stable power source with an appropriate surge protector.
- Domestic grade or daisy chained extension leads are not used.
- All power outlets are subject to regular PAT testing.
- Hardware is installed in a secure, ventilated location.

Connection to a suitable UPS is strongly recommended.

3. Mobile and display hardware

Where the Supplier's software includes a mobile application, the Customer is responsible for providing compatible devices meeting the minimum specifications in the relevant product documentation, and for keeping device operating systems and applications up to date. The Supplier is not liable for performance issues on devices running outdated software.

4. IT support

The Customer must have access to a competent internal IT resource, or a professional third party IT support provider, capable of managing and maintaining the Customer's own infrastructure.

5. Security testing

The Customer must not, and must not permit any third party to, perform any active security scanning or penetration testing, or attempt to gain unauthorised access to any Supplier hardware or cloud based system, without the Supplier's prior written consent.

Schedule 2: Ad-hoc and non-warranty charges

The following charges apply to ad-hoc services or work outside the scope of the warranty under clause 16, or outside any agreed service level arrangement. All prices exclude VAT.

Reviewed September 2026. Next review September 2027.

On-site engineering rates

	Rate
In hours call out, first hour (Mon to Fri, 9am to 5pm)	£175.00
In hours, each subsequent hour	£75.00
In hours full day, up to 7.5 hours, capped	£600.00
Out of hours call out, first hour	£250.00
Out of hours, each subsequent hour	£125.00

Other services and charges

	Rate
Additional on-site training beyond the original order	POA
Standard delivery, hardware to Customer	£12.50
Standard collection, hardware to Supplier	£15.00

Delivery and collection charges may be subject to additional fees based on weight, size and urgency.

When charges apply

Charges under this Schedule apply where:

- The fault is found to be with the Customer's own infrastructure, network or third party systems.
- The Customer has not performed reasonable diagnostic checks as requested.
- Hardware has been damaged in circumstances excluded from warranty.
- Additional training, modifications or consultancy are requested outside the original order.

When charges do not apply

The Supplier will not charge for any on-site visit, labour or parts where the root cause is confirmed to be a material defect in the Supplier's hardware, or a verified bug in the Supplier's software, covered by a valid warranty under this Contract.

Spark Innovation Group Limited. Company No. 14917066. Innovation House, 11 North Street, Pewsey, Wiltshire, SN9 5ES. nadia.morris@sparkinnovationgroup.co.uk. All prices exclusive of VAT.