

Standard Terms and Conditions DSA

Delivery Procedure

- Student Delivery Confirmation must be issued within 1 day of receiving the DSA entitlement letter or upgrade payment
- Delivery must take place within 10 working days of the order received date*
- Students must be offered a Pre 10:30 or 2 hour delivery slot
- Setup and familiarization must take place at the same time as delivery. Students may request to have the setup on the same day but at a different time
- Students may also request to have the setup and familiarization on a different day to the delivery. This must be noted on the Engineer Checklist and recorded in the student call logs
- Students must be advised of any delays in delivery as soon as possible.
- If we do not receive contact from the student, we must attempt to contact the student again
- If the student does not contact us within 10 working days, we must contact the funding body
- The engineer must complete all tasks outlined in the Engineers Checklist with the student and the checklist must be signed off by the student.
- Delivery, set up and familiarization will last up to 1.5 hours, unless terminated early by the student. Such cases must be noted on the Engineers checklist and signed off by the student.

*DSA entitlement letter or upgrade payment receive date

Training Procedure

- Training will be organised with the student for a date and time that is suitable to them.
- Training/ Tuition sessions take place in your home or work place.
- If required, students can take your training in neutral training rooms in Old Street, London.
- In some circumstances we can also arrange Remote Tuition.
- Training confirmation is sent to the student via email.
- Students can cancel/reschedule any sessions provided we are notified within 24hours of the session taking place.
- Once the first training session has taken place, the student can re-book further sessions directly with their tutor, or through the office.

Aftercare Services

- Assistive Solutions will support students with aftercare services up until the end of their studies.
- We will discuss with the student via phone or email the nature of the problem and determine support issue
- Support will be given over the phone where possible and our technicians can log in remotely to students machines, if needed, to resolve the problem.
- If the student's issue cannot be resolved remotely, we will organise for a collection to take place so the equipment can be brought in for repair.
- We aim to complete all repairs in 3-5 working days. Complex repairs on occasions can take 5-10 working days.
- We will always inform students of their predicted repair timescales.
- Loan equipment will be provided on a case by case basis.

Complaints Procedure

Our complaints procedure

Assistive Solutions is committed to providing good quality services. We recognise however, that we sometimes get things wrong or make mistakes. To deal with this we have a complaints procedure.

We will deal with your complaint

We do not look on complaints as unwanted. In fact, they may help us to see where our services or procedures might be improved. So do let us know where you feel we have made a mistake or done something which you found unsatisfactory or unacceptable. Even if you do not think your particular concern amounts to a 'complaint' we would still like to know about it. You may help us to deal with something we would otherwise overlook.

How to complain

Step 1: Contacting us

The first step is to talk to a member of Assistive Solutions staff. This can be done quite informally by telephone.

Usually, the best staff member to talk to will be the person who dealt with the matter you are concerned about, as they will be in the best position to help you quickly and to put things right. If they are not available, or you would prefer to approach someone else, then ask to speak to a different person.

We will try to resolve the problem on the spot if we can. If we can't do this, for example, because information we need is not to hand, then we will take a record of your concern and arrange the best way and time for getting back to you. This will normally be within five working days or we will make some other arrangement acceptable to you.

Step 2: Taking your complaint further.

We hope you will only feel the need to make a formal complaint as a last resort and that you will complain to the person dealing with the matter first to give them a chance to put things right. However, if you are still unhappy, the next step is to put your complaint in writing to the Managing Director of Assistive Solutions, setting out the details, explaining what you think went wrong and what you feel would put things right. If you are not happy about writing a letter, you can always ask a member of staff to take notes of your complaint. You should make sure you agree with what they have recorded and that they provide you with your own copy for reference. This record will be passed promptly to the Managing Director to deal with.

Once the Managing Director receives a written complaint, he will arrange for it to be fully investigated. Your complaint will be acknowledged in writing within five working days of receiving it and the letter will say when you can expect a full response. This should normally be within three weeks unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, we will still let you know what action is being taken and tell you when we expect to provide you with a full response.

Step 3: The next stage

If you are not satisfied with the Managing Director's investigation then you can opt to have the matter referred to your Disability Officer or your Assessor/Assessment centre.

If you are still not satisfied with the outcome after this, the matter will be referred to the Funding Body, who in consultation with other stakeholders will make the final decision.

Insurance & Warranty Policy Summary

Insurance

Please see your Insurance Certificate for details of your Insurance Provider.

Duration

Please see your Insurance Certificate for details of your Insurance Provider. Please note if you are continuing your course beyond the expiry date listed on your Insurance Certificate, please contact your Funding Body to extend the Warranty and Insurance cover for your Equipment.

Type of Insurance and cover

Your policy covers theft and accidental damage for all computer hardware, including peripherals such as printers and scanners at the location on the schedule and, in the case of portable equipment, wherever it is situated.

Features and Benefits of Insurance Cover

You are insured up to the amount shown in the Certificate of Insurance in respect of any one claim or series of claims arising out of any one occurrence.

Significant Exclusions and Restrictions to your Insurance

- Loss
- Theft from unattended cars where the item is not locked away in the boot.
- Theft from premises unless the entry or exit was gained by forcible or violent means
- Equipment was being used by a third party
- You must ensure that the equipment is operated and serviced in accordance with the manufacturer's recommendations.

Insurance Claims or Queries

If you have a query or you would like to initiate a claim please see your Insurance Information pack for details how to make a claim. Please note that if you believe your equipment was stolen or damaged as a result of a criminal act, you will need to notify the police and obtain a Crime Reference Number. If you would like further assistance from Assistive Solutions you can contact us on 0203 519 8000 or email insurance@as-dsa.com

Warranty Cover

Your Warranty cover starts on the day your equipment is delivered and runs out when your current course of study terminates or when the quoted cover expires whichever is sooner.

Should you extend your course or go onto another course, for example a Post Graduate degree, Student Finance should extend your warranty and insurance. Contact them on 0132 521 5194 or get in touch with your Needs Assessor to extend your cover.

Technical Assistance

We can normally resolve any technical problems over the phone or using remote support software, such as **Team Viewer**, however if this is not possible we can arrange an onsite visit by an engineer or a return to base to repair your machine at our premises. In the event of a repair that requires the equipment to be returned to the manufacturer, we will deal with all aspects of the return process. Please note that the technical support process is free of charge.

Personal use Viruses and Trojans

Please remember that your assistive equipment is intended for college/university work. Although you are free to use your equipment for other, personal activities, be aware that accessing insecure or malicious websites will greatly increase the likelihood of contracting a virus or other malware. In addition, using non-recommended software can result in advertising being installed onto your computer and into your web browser, which often results in popups, toolbars, and page redirection while browsing. For the purposes of the warranty, adware programs as they are known are classed alongside malware and viruses.

If you have been supplied with a computer, one or more anti-malware products will have been installed and should be left running at all times and updated regularly. Suspending or uninstalling this software greatly increases the likelihood that your computer will become infected. Please note that Anti-malware software should not be taken as complete protection against all threats and customer caution is highly recommended.

Antivirus Software

Windows:
Mac:

Windows Defender
Sophos Antivirus

Anti-Malware Product

Windows and Mac: Malware Bytes

Please give us a call if you believe your computer has a Virus or Malware. The first recommended action is to initiate a full system scan and allow this to complete. Should you require assistance with the removal of a virus, adware or other malicious software, we will provide the first procedure free of charge. You will be given guidance how to avoid Viruses and Adware in the future and how to remove those. The first removal procedure will be provided free of charge. However, for subsequent instances a charge may be applicable, this will be discussed with you beforehand.

Customer's Responsibility: You are responsible for keeping your equipment in clean and suitable state, and regularly updating Antivirus software on your machine.

Restrictions and Exclusions to Warranty Cover

- Wear and tear or damage caused by misuse
- Accidental damage & Theft (This is covered by your Insurance Policy)
- Consumables

Component Limitations: Consumable parts, i.e. parts that require replacement during the normal course of the products usage, including without limitation, notebook batteries, chargers and ink cartridges are not covered by this Warranty Agreement. Components not critical to product function (e.g.: hinges, doors, cosmetic features, frames) are not covered in this agreement.

Privacy Policy - DSA

Effective Date: May 25, 2018

Assistive Solutions Ltd (“we,” or “us”) acknowledges that you care how information about you is used and shared. This Privacy Policy explains what information of yours will be collected by Assistive Solutions when you access our services or submit data via our website, how your information will be used, and how you can control the collection, correction and/or deletion of information. We will not use or share your information with anyone except as described in this Privacy Policy. This Privacy Policy covers the information we collect about you when you use our website or access any of our services.

1. Information We Collect.

(a) We collect information about you when you provide it directly to us either by email or telephone, for example when placing an order for your DSA Computer Equipment.

(a) Our Service: We collect personally identifiable information about you, such as your Funding Body Reference Number, full name, email address, postal address, contact telephone numbers, HEP particulars and Course Particulars, when you contact us to place your order. If you choose to purchase a product from us, we or our third-party payment processors will collect your payment information. We do not send any promotional emails; however, we may occasionally send you service related emails to request feedback about the service you received.

(b) Cookies And Tracking Technologies: We do not use Technologies such as: cookies, beacons or tags.

(c) Log File Information: Log file information is automatically reported by your browser or mobile application each time you access our website. For example, when you access our website, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your operating system, browser type, referring / exit pages and URLs, and number of clicks, domain names, landing pages, pages viewed and other such information. We do not link this automatically-collected data to personally identifiable information.

(d) Access And Retention Of Data Controlled By Our Customers: An individual who is a current or former customer of Assistive Solutions who seeks access or wishes to correct, amend or delete inaccurate data should direct his query to admin@as-dsa.com. If we receive a request under this provision, we will acknowledge it within seventy-two (72) business hours and handle it promptly and as required by law. We will retain personal data we process on behalf of our customers for as long as needed to provide our services. Assistive Solutions will retain this personal information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

2. How We Use Your Information.

We use the information that we collect to provide our customers with Services, send you communications and respond to your questions and concerns.

3. How We Share Your Information.

(a) Personally Identifiable Information: Assistive Solutions will not rent or sell your personally identifiable information to others. We may store personal information in locations outside the direct

control of Assistive Solutions (for instance, on backup servers or databases co-located with hosting providers). No personally identifiable information will be made publicly available.

(b) Sharing your Personally Identifiable Information to fulfil contractual obligations: We may share personally identifiable information with carefully selected third parties, such as Software Companies and Insurance Providers strictly for the purpose of providing our Services as per your Funding Letter agreement, for example to purchase software or to set up insurance policy for your equipment. Personally identifiable information shared with third parties may include details such as your full name, email address, telephone number, postal address and HEP details. We will also share your information where we are required to fulfil our contractual obligations to the Funding Body; we may disclose information about you and how you access our services, for example the number of NMH Sessions you have accessed. We may share information with external Auditors within the requirements of the DSA-QAF and NMH Frameworks.

(c) Instances Where We Are Required To Share Your Information: Assistive Solutions will disclose your information where required to do so by law, if subject to subpoena or other legal proceeding or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Service or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, of Assistive Solutions, our users or employees.

(d) Non-Personally Identifiable Information: We share non-personally identifiable information (such as anonymous KPI data, usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with third parties to help us/ them understand the usage patterns of the Website and Services. We may summarise such usage data and publish it on our Website or in our marketing materials. Such usage data will consist solely of non-personally identifiable information. Non-personally identifiable information may be stored indefinitely.

(e) What Happens In The Event Of A Change Of Control: We may buy or sell/divest/transfer the company (including any shares in the company), or any combination of its products, services, assets and/or businesses. Your information such as customer names and email addresses, and other User information may be among the items sold or otherwise transferred in these types of transactions. We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganisations, liquidations, similar transactions or proceedings involving all or a portion of the company. You will be notified via email and/or a prominent notice on our Site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

4. Storage and Processing. Your information collected through the Assistive Solutions Website may be stored in the United Kingdom, or any other country in which Assistive Solutions or its service providers maintain facilities. Assistive Solutions may transfer information that we collect about you, including personal information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. We will not transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.
5. How We Protect Your Information. Assistive Solutions are concerned with protecting your privacy and data, but we cannot ensure or warrant the security of any information you provide to us or guarantee that your information may not be accessed, disclosed, altered or destroyed by breach of any of our industry standard physical, technical or managerial safeguards. When you enter sensitive information (such as your name and email address) on our website forms, we encrypt that information using secure socket layer technology (SSL). No method of transmission over the Internet or method of

electronic storage is 100% secure. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Site, you can contact us at admin@as-dsa.com. We use an outside payment processing company when you purchase services. These companies do not retain, share, store or use personally identifiable information for any other purposes.

6. **Privacy Shield.** Assistive Solutions complies with the EU Data Protection Directive 95/46/EC framework as set forth by the European Union regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. Assistive Solutions has certified that it adheres to the requirements of notice, choice, onward transfer, security, data integrity, access and enforcement.
7. **Compromise of Personal Information.** In the event that personal information is compromised as a breach of security, Assistive Solutions will promptly notify our customers in compliance with applicable law.
8. **Data Access, Correction, Deletion, and Opt Out.** For current Assistive Solutions customers, you can review, correct, update or delete inaccuracies to the information about you that Assistive Solutions keeps on file by logging into your account to update your password and other information. Alternately, you can contact us directly at admin@as-dsa.com. We will acknowledge your request within seventy-two (72) hours and handle it promptly and as required by law. We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.
9. **Children's Privacy.** Protecting the privacy of young children is especially important. For that reason, Assistive Solutions does not knowingly collect or solicit personal information from anyone under the age of 13. In the event that we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at admin@as-dsa.com
10. **Notification Procedures.** It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email or through conspicuous posting of such notice on the Website, as determined by Assistive Solutions in its sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Privacy Policy.
11. **Links to Other Web Sites.** We are not responsible for the practices employed by websites or services linked to or from the Assistive Solutions Website, including the information or content contained therein. Please remember that when you use a link to go from the Assistive Solutions Website to another website or service, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a links on our website, are subject to that third party's own rules and policies.

Social Media Widgets: Our Site does not include social media features, such as the Facebook Like button or other widgets.

12. **Changes to Our Privacy Policy.** When we change the policy in a material manner, we will let you know via email and/or a prominent notice on our Site, prior to the change becoming effective and update the 'effective date' at the top of this document.

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this website, please contact us at admin@as-dsa.com.