

# TRIBECA CARE – GENERAL TERMS AND CONDITIONS



## Introduction

In order to register with or avail services from Tribeca Care Pvt Ltd, you are required to accept and comply with these General Terms and Conditions.

## AGREEMENT BETWEEN

Mr. / Mrs. \_\_\_\_\_,  
son/daughter of Mr \_\_\_\_\_  
\_\_\_\_\_, resident of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred  
as the "Client", which expression shall mean and include its  
executors, successors, administrators, legal representatives,  
assigns, legal heirs, etc.)

## AND

**M/s. TriBeCa Care Pvt Ltd**, having its registered office at 2A,  
Ramesh Mitra Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata – 700  
025, India, (hereinafter referred to as the "Service Provider"  
or "Tribeca Care", which expression shall mean and include  
their executors, successors, administrators, legal  
representatives, assigns, legal heirs, etc.)

## WHEREAS

- A. The Service Provider provides care services to Members, delivered mostly at their homes, either directly or through partners. The Service Provider provides a la carte services and/or care management packages including health monitoring, medical devices, nursing and maid care, help with hospitalization, ambulance facilitation and other health support services.
- B. The Client is desirous of hiring the services provided by the Service Provider for members detailed in Annexure II. The Client's relationship is that of a son, daughter, relative or any other relationship with the member/s and has valid power and authority to represent the Member/s. The Service Provider services are being requested by the Client for the Member/s.
- C. Based on the requirement of the Client, the Service Provider has agreed to provide the Services (as defined herein below) on the terms and conditions mentioned below:

The parties to this agreement are hereafter individually referred to as a "Party" and collectively as "Parties".

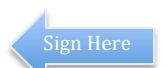
## NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

## 1. DEFINITION AND INTERPRETATION

In this agreement the following words shall have the following meanings:

- 1.1 "Agreement" means this agreement between the Service Provider and the Client and includes the recitals set out hereinabove, and all annexures and exhibits hereto
- 1.2 "Confidential Information" means any information given to or obtained by Service Provider from the Client under the Agreement, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, Clients and suppliers of either Party and all personal data and sensitive personal data.
- 1.3 "Client" means the person or persons to whom the Agreement is issued and who has a valid power and authority to represent the Member/s.
- 1.4 "Member" shall mean and include the person/s for whom the Services are being hired by the Client, details of whom are annexed hereto as **Annexure II**. Member/s are required to be aware of the services and its limitations as laid out in this agreement before availing the services of Service Provider
- 1.5 "Price" means the charges, taxes and disbursements specified by the Service Provider to be paid by the Client for the services.
- 1.6 "Services" means the any and all services to be supplied by the Service Provider to the Client under this Agreement, a list of which are detailed in **ANNEXURE I**. Clients are free to choose any number of Services listed in ANNEXURE I or may choose Services customized to their needs as per the specific needs and requirements of the Member. This agreement covers any or all the Services that are availed by the members whether or not the services are listed in ANNEXURE I.
- 1.7 "Home Health Provider" shall mean and include the person nominated by the Service Provider to provide Services to the Member in relation to the Client.

Clause headings shall not affect the interpretation of these Terms and Conditions.



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## 2. SERVICES

- 2.1 The Service Provider agrees to provide the Services to the Client.
- 2.2 In carrying out the Services, Service Provider undertakes to the Client that it shall use its reasonable endeavors to undertake the Services in accordance with good scientific practice and within the time period agreed between the Parties and at all times exercising reasonable skill and care.
- 2.3 Based on the Service, the Service Provider arrange for Home Health Provider, either directly, or indirectly through third party agents or freelancers for providing the Services under this Agreement.
- 2.4 The Services does not include anything over and above as mentioned in **ANNEXURE I**.
- 2.5 At any point of time the Home Health Provider will provide Services to only Member/s who are specifically mentioned in the agreement or registration form. Where more than one member has been registered, all members have to belong to the same household, and the Service Provider will provide services only to the address on file of the household.
- 2.6 In the event that within the first 2 visits, a Client and/or the Member is dissatisfied with the performance of the Home Health Providers assigned to them, the Client can request another Home Health Provider.
- 2.7 During the Agreement term the Service Provider will entertain maximum of one such request. Additional requests may be entertained solely at the discretion of the Service Provider.
- 2.8 The Client agrees that any request for change of Home Health Provider may result in disruption in the Service, due to logistics and finding a replacement.
- 2.9 The Service Provider shall inform the Client on a best effort basis in the event the Home Health Provider is unable to attend 24 hours prior to the service.
- 2.10 The Service Provider shall also try to provide a replacement Home Health Provider when the designated Home Health Provider is unable to attend.
- 2.11 Service Provider reserves the right to not operate during public holidays and busy holiday seasons such as Durga Pujas, Christmas, Diwali and Holi. This includes home-visits by Home Health Provider. In

the event that a session coincides with any of these holidays, it will not be made up for at a later date. The Service Provide shall endeavor to inform the Member/Client at least 3 days in advance before any such holiday about the same.

## 3. DELIVERY OF SERVICES

- 3.1 Delivery of the Services shall be at the time and date and in the manner specified by the Service Provider or as otherwise agreed with the Client.
- 3.2 If the Client refuses or fails to take the delivery of Services within the Home Health Provider's normal working hours on the date of meeting, or if the Service Provider is unable to deliver the Services on time because the Client has not provided appropriate instructions, documents, licenses or authorizations, Service Provider may reschedule the delivery of Services in consultation with the Client.
- 3.3 Service Provider shall use its reasonable endeavors to comply with the reasonable requests made by the Client to postpone delivery of the Services but shall be under no obligation to do so.
- 3.4 Service Provider reserves the right, at its sole option, to cancel or withhold the delivery of any Services whether in whole or in part of the Subscription under unforeseeable circumstances.
- 3.5 All Service Provider services are delivered on best effort basis, and especially where services are being delivered in association with a third party partner, the Service Provider is not liable or responsible for inaction, incompetence or other service failure. This is especially valid for Ambulance Facilitation Services and Hospitalization Help Services (as defined in ANNEXURE I), where third party infrastructure is used extensively.

## 4. CLIENT'S OBLIGATION

- 4.1 The Client agrees to provide truthfully the details of medical history and agrees to make necessary disclosures of any illness and/or diseases of the Member as specified in **Member Registration Form**.
- 4.2 The Client shall ensure that all times during the term of this Agreement, the Client/Member shall not misbehave with the Home Health Provider.
- 4.3 It shall be the sole responsibility of the Client to make all suitable travel arrangement for the Member in the event the Member is interested in



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attending social events/outings organized by the Service Provider.

- 4.4 The Client shall not offer employment to the Home Health Provider during the term of this Agreement and for a period of one year thereafter.
- 4.5 The Service Provider shall have the right to make bonafide decisions for the Member in the event of Client or the designated physician being unreachable. If the Patient in any situation like emergency is not able to give consent for treatment or on his behalf the client is not able to give consent in due time the decision of the Service Provider shall prevail and the same shall be considered to be bonafide.

### 5. SERVICE FEE

- 5.1 The Client hereby agrees to pay to the Service Provider in consideration of the Services:

An Ongoing Service Fee per month and

An Upfront Non-Refundable Service Fee

The Ongoing Service Fee shall be payable in advance for a period of every month.

- 5.2 For certain care packages an Emergency Deposit is required for incidental costs that maybe incurred during the course of the contract (e.g. Ambulance Facilitation Services; Hospitalization Help Services). If these incidentals have not been fully or partly incurred on termination of this contract, such monies will be deposited, post any transaction costs, in an Indian bank account of the Client or Member, as instructed by the Client. No interest will be paid on the Emergency Deposit.
- 5.3 All fees and Emergency Deposit are as determined at the time of registering for the service, with changes thereafter as mutually agreed. A service tax will be applicable at 12.36% or as per the prevailing tax rates).

### 6. TERM AND TERMINATION

- 6.1 This Agreement shall commence on the start and end dates specified on the Member Registration form. The Agreement can be renewed by the Parties in writing anytime before the expiry of the term. Any non-payment of the ongoing registration fee, upfront annual service fee or any other fee or

reimbursements will cause this agreement to be terminated from the date of non-payment.

- 6.2 The Agreement may be terminated by either party without assigning any reason by giving 30 days written notice to the other party.
- 6.3 In the event of any breach of the covenants of this Agreement by either, the non defaulting party shall be entitled to terminate this Agreement forthwith, if the defaulting party fails to remedy the breach within 15 days of intimation of such breach by the non defaulting party.
- 6.4 Consequences of Termination: In the event of termination or expiry of this Agreement for any reason whatsoever, without prejudice to such other rights as may be available under this Agreement or under the law:

(a) The Service Provider shall immediately stop providing the Services to the Client.

(b) The ongoing service fee/upfront annual service fee paid in advance shall be forfeited in entirety and no reimbursement of the same shall be given under any circumstances.

### 7. CONFIDENTIALITY, FREEDOM OF INFORMATION

- 7.1 Subject to this agreement, the Service Provider shall not without the Client's consent disclose to any person other than the Client or use otherwise other than for the purpose of carrying out the Services any Confidential Information on/after the date of the Agreement concerning the Services availed by the Client provided that the information is not already in public domain.
- 7.2 The Service Provider will process such personal data only in accordance with this Agreement and the Client's reasonable instructions and will take steps to ensure the reliability.

### 8. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY

- 8.1 **The Service Provider shall not be liable for any damages whatsoever, and in particular the Service Provider shall not be liable for any special, indirect, consequential, or incidental damages, or hurt caused to the Member or damages for lost profits, loss of revenue, or loss of use, arising out of or related to the Services, whether such damages arise in contract, negligence, tort, under statute, in equity, at law,**



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or otherwise, even if the Service Provider has been advised of the possibility of such damages.

8.2 **The Service Provider makes no warranty that (i) The service will meet the requirements of the Client and/or the Member, (ii) the Service will be uninterrupted and timely (iii) the results that may be obtained from the use of the Service will be accurate or reliable. No guarantees have been made regarding the outcome of the care and under no circumstance can the Service Provider be held responsible for the same.**

8.3 **Under no circumstances will the Service Provider have any liability for inaction, incompetence or other failure by a third party provider**

### 9. GENERAL PROVISIONS

#### 9.1 Entire Agreement

This Agreement sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations between the parties made or dated prior to the date of this Agreement with respect to the Services.

#### 9.2 Notices

All notices pertaining to this Agreement shall be in writing, and shall be deemed to have been duly given if hand delivered or mailed by certified or registered mail, postage prepaid, and if addressed to the party at the address shown at the signature line hereof or if addressed to such other address as may be furnished in writing by either party.

#### 9.3 Assignment

This Agreement is personal in nature and cannot be assigned by either Party without the prior permission of the other Party in writing.

#### 9.4 Waiver

No provision, requirement, or breach of this Agreement may be waived by either party except in writing.

#### 9.5 Governing Law

The Courts in Kolkata shall only have Jurisdiction in the event of any dispute between the parties of this Agreement.

#### 9.6 Severability

The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce such provision. In the event that any provision of this Agreement or part thereof is

determined to be illegal or otherwise unenforceable by a court of law, such provision or part thereof shall be (a) modified to the minimum extent necessary to render such provision enforceable and preserve the parties' intent, or (b) severed, if necessary, and in each case the balance of the Agreement shall continue in full force and effect.

#### 9.7 Medical & Other expenses

All incurred Medical and other expenses of the Member is the direct responsibility of the All incurred Medical and other expenses of the Member is the direct responsibility of the Member or the Client. In the event of any medical or other expenses incurred by the Service Provider in connection with its Services they should be promptly discharged by the Member or the Client or the insurance company or any legal heirs of the Member or Client succeeding to Member's or Client's property or receiving any benefit from Member's or Client's will or otherwise, failing which the Service Provider has the right to take appropriate legal recourse.

## ANNEXURE I

### Scope of services provided

Most Services are overseen by a Tribeca Care Manager. The Tribeca Care Manager is a companion for the Member and a resource for the Client to lean on during the care period.

Before Services can be availed, the Client and the Service Provider will agree on an initial care plan that includes a certain number of monthly Tribeca Care Manager visits. The initial care plan can be amended during the course of the contract to better reflect Member's care needs.

The Services, which are broadly listed below, can be availed either as: Care management packages or A la carte services

#### Basic Homecare Services

- Beside Attendant - 12 hour shift
- Nurse – 12 hour shift
- Nurse – Episodic visits
- 24-hour maid
- Physiotherapist sessions
- Doctor home visit (Daytime only)

#### Elder Care Services

- Medical & Non-Medical Care Packages for the Elderly
- Intellectual Companionship
- Health Monitoring
- Accompanying the elderly to doctors and other locations



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- Errand services for the elderly living alone
- Dementia Care (management and evaluation)

### **Emergency Services**

- Ambulance Facilitation Services
- Hospitalisation Help Services
- Hospital Discharge Services
- “One-stop” Services for all after hospital discharge needs - Nursing, Bedside Attendant, Mobility products, Oxygen & Respiratory supplies, Medical furniture, Medicines and more

**Ambulance Facilitation Services:** For certain care package plans, Tribeca Care provides on a best effort basis service to Members, supported by a helpline, in organizing third party ambulances to attend emergency requests. Ambulance Facilitation Services are limited to attending to the Member emergency call, instructing the third party partner service to deploy the ambulance and confirming that status to the Client or Member. Under the Ambulance Facilitation Service, Tribeca Care is not responsible for the Member’s hospital admission, health condition during transfer or the actual healthcare provided during or after the emergency period. While Tribeca Care makes significant efforts to partner with trusted, efficient providers, Tribeca Care is not liable for the late or no arrival of the requested ambulance. Tribeca Care does regular audits and review of partner services to ensure that the quality of ambulance and other support infrastructure. However, Tribeca Care is not responsible for the actual delivery or quality of the ambulance services.

**Hospitalization Help Services:** For certain care package plans, Tribeca Care provides a best effort basis service to Members, supported by a helpline, in providing help during hospitalization needs. The help relates to Tribeca Care personnel personally or over phone, attending to the admission of the Member at one of the partner hospitals. The help can also extend to visiting the patient during Visiting Hours over subsequent days of hospitalization, of liaison activities with the doctor or hospital, of helping the patient

during the transition back home. Tribeca Care however does not take liability or responsibility for the failure of partner hospitals to admit patients due to lack of available beds, to administer the appropriate treatment as and when needed or any other internal problems that may compromise the care provided. Under the Hospitalization Help Services, Tribeca Care is not responsible for paying any medical bills, advances or other incidentals. The Client and/or Member is responsible for organizing financing and settling all bills directly with the Hospital and any other health provider.

**Intellectual Companionship:** The Tribeca Care Manager is a friend, companion and resource for the elderly & the vulnerable. The Tribeca Care Manager visits the elderly and helps them discover their interests and hobbies, converses on various topics, reminisces about the past, helps maintain contact with family and friends, helps with technology and stimulates their minds with the help of creative applications. We find that the elderly are much more likely to accomplish tasks and participate in activities when they simply have someone to accompany them. It has been proven by research also that being active and maintaining frequent human interaction plays an important role in retaining cognitive abilities and physical health as we age.

**Health Monitoring:** Members with chronic conditions, or those recently returned home from a hospital stay, often require regular health monitoring. Tribeca can help check Members’ vitals, manage their medication, accompany them on hospital visits and help them access elder & home care products..

**Alzheimer’s and Dementia Care:** We help families care for their loved ones suffering from Dementia. In addition to Intellectual Companionship and Health Monitoring our partner specialists conduct cognitive exercises, play memory games, provide mental stimulation, help label the environment, develop daily calendars, train care-takers and provide respite care. A visit from the Tribeca Care Manager also gives the primary caregiver time of his or her own.



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## Annexure II:

### Details of the Member to whom Services are provided

#### **MEMBER 1 DETAILS**

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_(dd/mm/yyyy)

Gender: M/F

Marital Status: Married  Single  Widowed

#### **MEMBER 2 DETAILS**

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_(dd/mm/yyyy)

Gender: M/F

Marital Status: Married  Single  Widowed

Address: \_\_\_\_\_  
\_\_\_\_\_

Landline: \_\_\_\_\_

IN WITNESS WHEREOF, the parties herein have hereunto set their hands as of the day and year aforesaid.

#### **M/s Tribeca Care Pvt Ltd (Service Provider)**

Signature: \_\_\_\_\_

Name:

Title:

#### **The Client**

Signature: \_\_\_\_\_



Name:

Relationship with Members:

Date: