

Service Line- Response Communal Areas Monitoring Service

TUNSTALL RESPONSE

Introduction

In this Service Line Tunstall will relay a call or alert from Equipment at a call point within any Communal Area to the Customer's Responder and/or to the emergency services.

1. INTERPRETATION

1.1. In these terms the following definitions shall apply:

Caller: a caller seeking assistance by operating Equipment at a call point within any Communal Area at the Scheme.

Communal Area: any part of the Scheme that is intended for use by all Residents.

Customer: means the person who buys or has agreed to buy the Services subject to these terms and conditions.

Customer's Responder: the person appointed pursuant to paragraph 5.6 to be the Customer's nominated contact in the event of a call or alert being received by Tunstall pursuant to this Service Line.

Equipment: equipment connected to the Social Alarm that is compatible with Tunstall's monitoring/receiving centre system.

Scheme: the Customer's property at which the Service is provided as described in a scheme commissioning form completed by the Customer and agreed by Tunstall.

Scheme Data: the access passwords/codes needed for the provision of the Service at the Scheme, together with any other information that Tunstall may reasonably request from time to time to enable it to provide the Service.

Service: the Service described in clause 2 and clause 4.1

Social Alarm: a system providing 24 hour facilities for alarm triggering, identification, signal transmission, alarm reception, two-way speech communication, reassurance and assistance.

Tunstall's Response Umbrella Terms: Tunstall's Response Umbrella Terms that are incorporated into the agreement between Tunstall and the Customer for the supply of the Service and available for inspection at www.tunstall.co.uk/response-services-umbrella-terms.

Tunstall: Tunstall Healthcare (UK) Limited (registered office) Whitley Bridge, Yorkshire, DN14 0HR (Company number 01332249) trading as "Tunstall Response".

Tunstall's Operating Procedures: the operating procedures adopted by Tunstall from time to time for the performance of the Service and can be inspected at the registered office of Tunstall during normal business hours.

Tunstall's Fair Use Policy; set out at www.tunstall.co.uk/response-terms-fair-use-policy

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to all genders.

2. THE SERVICE

2.1 Tunstall shall provide a service to receive calls and alerts from Callers via the Social Alarm and communicate these calls or alerts to the Customer's Responder in accordance with this Service Line and Tunstall's Operating Procedures.

2.2. The Service is intended for monitoring only and does not extend to any security systems other than as specifically referred to in this Service Line, including the holding of related data or activation/de- activation codes for any alarm system or door entry system.

2.3. Where Tunstall are required to provide any part of the Service in a language other than English it will be necessary for Tunstall to engage a language interpretation service provider. The Customer will be charged separately for such services at the rates agreed from time to time between Tunstall and such service provider.

3. SCHEME DATA

3.1. The Scheme Data is and remains the property and responsibility of the Customer and the Customer is responsible for the accuracy of such data during the continuance of this Service Line.

3.2. The Customer shall own all rights, title and interest in and to all of the Scheme Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Scheme Data.

3.3. If Tunstall processes any personal data on the Customer's behalf when performing its obligations under this Service Line, it shall do so in accordance with the Tunstall's Response Umbrella Terms.

4. TUNSTALL'S RESPONSIBILITIES

4.1. In order to provide the Service, Tunstall shall:

a. as soon as practicable after it has been received, relay a call or alert (as the case may be) from Equipment at a call point within any Communal Area at the Scheme to the Customer's Responder and to the emergency services (if necessary) as Tunstall determines in accordance with the Tunstall Operating Procedures;

b. In the case of a call received in accordance with clause 4.1(a):

i) assess each case following verbal contact with the Caller in accordance with the Tunstall Operating Procedures. In exercising its discretion, Tunstall shall also be entitled to take into account all relevant information known to it; and

ii) if verbal contact cannot be established with any Caller, treat the call or alert as a request to notify the Customer's Responder.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PARAGRAPHS 4.2 AND 4.3

4.2. Tunstall will at all times be acting on behalf of the Customer in notifying any contact and Tunstall as a consequence shall not be liable for any outcome howsoever arising including charges made by an emergency service or contact following a call or alert.

4.3. Tunstall's obligations in providing the Service shall under no circumstances extend beyond the obligation to receive and make reasonable attempts to relay calls or alerts (as the case may be) as set out above and Tunstall shall not be liable directly or indirectly for:

a. the failure of the Customer's Responder to respond appropriately when notified of the call or alert by Tunstall, including (for the avoidance of doubt) any delay in attendance following notification by Tunstall; or

b. Tunstall being unable to make contact with the Customer's Responder in order to relay a call or alert, having made reasonable attempts to do so.

4.4. Tunstall will for training and audit purposes take reasonable measures to ensure that calls made via the Social Alarm System are voice recorded and the Customer shall ensure the approval of each Caller to such recordings being made.

4.5. The Service does not include the monitoring of requests for help and assistance from individuals in whose home monitoring equipment is installed.

5. THE CUSTOMER'S RESPONSIBILITIES

5.1. The Customer shall not abuse or permit any person to abuse the Service, by making persistent calls without reasonable cause contrary to Tunstall's Fair Usage Policy (as the same may be amended by Tunstall from time to time and notified to the Customer).

5.2. At the commencement of the Service, the Customer shall obtain all information and details required by Tunstall for the performance of the Service (including the Scheme Data) and submit them to Tunstall. During the continuance of the Service the Customer shall promptly notify Tunstall of all changes to such information.

FOR THE AVOIDANCE OF DOUBT, THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE DATA (INCLUDING SCHEME DATA) USED BY TUNSTALL IN DELIVERING THE SERVICE.

5.3. The Customer shall ensure that only the Equipment shall be connected to the Social Alarm and it is correctly programmed to operate with Tunstall's monitoring/receiving centre system.

5.4. The Customer shall have in place at the Customer's expense appropriate service and maintenance for the Equipment to ensure that it is maintained in a condition that allows Tunstall to properly deliver the Service on receipt of a call or alert.

5.5. In the event that the connection of the Equipment to the Social Alarm adversely affects the proper operation of Tunstall's monitoring equipment or otherwise has an adverse effect on the provision of the Service, the Customer shall immediately take such action as is necessary to rectify the situation, including returning any non- or irregularly functioning Equipment to proper operation

or disconnecting irregularly functioning Equipment from the Service until such time as it has been returned to proper operation.

5.6. The Customer shall provide Tunstall in writing with the name and contact details for the Customer's Responder, including a telephone number which must be manned 24hrs per day 365(6) days per year to enable Tunstall to relay calls to the Customer's Responder (including those matters detailed in Clause 5.5) in accordance with the terms of this Service Line. During the continuance of the Service the Customer shall promptly notify Tunstall of all changes to such name and contact details.

5.7. The Customer shall ensure that all Callers and contacts are made aware that both communication via the Social Alarm and the telephone with Tunstall may be voice recorded.

5.8. The Customer shall carry out regular local testing of the Equipment.

6. PROPRIETARY RIGHTS

6.1. The Customer acknowledges and agrees that Tunstall and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, neither this Service Line or the Tunstall's Response Umbrella Terms grants the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service or any related documentation.

6.2. Tunstall confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Service Line.

7. CHARGES

7.1 The Customer shall pay the charges set out in the proposal document or renewal agreement entered into between the Customer and Tunstall or, if no such renewal agreement is entered into, Tunstall's rates prevailing at the time together with any applicable VAT.

7.2 Invoice frequency: the frequency set out in the renewal agreement entered into between the Customer and Tunstall or, if no such agreement is entered into, monthly in advance.

7.3 Response Communal Areas Monitoring shall automatically renew unless cancelled in accordance with clause 10 of Tunstall's Response Umbrella Terms before expiration of the existing term.