

Service Line – Response Door Entry Service

TUNSTALL RESPONSE

Introduction

In this Service Line Tunstall will receive Door Entry Requests through the Social Alarm.

1. INTERPRETATION

1.1. In these terms the following definitions shall apply:

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 5.2 to be the Customer's nominated contact in the event of a call or alert being received by Tunstall pursuant to this Service Line.

Door Entry Request: a request to enter the premises at the Scheme made via the secure main building door entry system at the Scheme.

Requestor: a person seeking entry to the Scheme by making a Door Entry Request.

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 Services 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. A copy of Tunstall's Operating Procedures which can be inspected at the registered office of Tunstall during normal business hours.

- 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 the other gender.

2. THE SERVICE

- 2.1. Tunstall shall provide a service to receive Door Entry Requests via the Social Alarm and respond to the Requestor in accordance with this Service Line and Tunstall's Operating Procedures.
- 2.2. The Service 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 Customer is the Data Controller and 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 Services Umbrella Terms

4. TUNSTALL'S RESPONSIBILITIES

- 4.1. In order to provide the Service, Tunstall shall on receipt of a Door Entry Request, provide entry to the Scheme for the Requestor where:
 - a) the Requestor has given a valid password previously notified to Tunstall in writing by the Customer; or
 - b) the Customer has authorised Tunstall in writing to allow the Requestor to enter the Scheme; or
 - c) Tunstall has called the emergency services to respond to a call or alert and the Requestor indicates that they are a member of the emergency services responding to a call made by Tunstall to the emergency services.

In all other cases where Tunstall receives a Door Entry Request pursuant to paragraph 2.1 above, it will communicate the request to the Customer Responder and will not allow the Requestor to have entry to the Scheme unless the Customer Responder has authorised such entry.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PARAGRAPH 4.2

- 4.2. Tunstall's obligations in providing the Service shall under no circumstances extend beyond the obligation to receive and make reasonable attempts to relay Door Entry Requests as set out above and Tunstall shall not be liable directly or indirectly for:
 - a) the failure of the Customers Responder and/or any third party (e.g. any emergency service) to respond appropriately when notified of the Door Entry Request by Tunstall, including (for the avoidance of doubt) any delay in permitting entry following notification by Tunstall; or

- b) Tunstall being unable to make contact with the Customer Responder in order to relay a Door Entry Request, having made reasonable attempts to do so.

- 4.3. The Customer acknowledges that, other than any liability which may not be limited or excluded by law, Tunstall shall not be liable for any loss or damage to the Customer arising by reason of the granting or refusal of access to the Scheme to any person (pursuant to the performance by Tunstall of its obligations under clause 2.1 and/or clause 4.1) and the Customer undertakes to indemnify Tunstall on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with any such granting or refusal of access (including any third party claims).
- 4.4. Tunstall will for training and audit purposes take reasonable measures to ensure that Door Entry Requests made via the Social Alarm System are voice recorded and the Customer shall ensure the approval of each Requestor to such recordings being made.

5. THE CUSTOMER'S RESPONSIBILITIES

- 5.1. 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.

- 5.2. The Customer shall provide Tunstall in writing with the name and contact details for the Customer 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 Responder 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.

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 Tunstall's Response Services Umbrella Terms Supply 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

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 agreement is entered into, charges in accordance with Tunstall's rates prevailing at the time together with any applicable VAT.