

Service Line – Out of Hours Repairs Service

TUNSTALL RESPONSE

Introduction

Tunstall will provide an out-of-hours service during the hours as detailed in the proposal document, to receive telephone calls made to the Customer's emergency property repairs service.

1. INTERPRETATION

1.1. In this Service Line the following definitions shall apply:-

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

Contractor: a named trader from the list provided to Tunstall from the Customer under clause 2.1(e) and clause 6.2(b)

Customer's Criteria: the criteria determined by the Customer and notified to Tunstall from time to time in writing for determining whether a valid emergency exists which requires a call to be passed on to a Contractor.

Customer Data: the data supplied by the customer detailing the properties requiring this Service Line.

Property or Customer's properties: accommodation occupied by Service User(s) which is notified as such by the Customer by way of a list of relevant properties under clause 2.1(b) for which the Service is provided to the Customer.

Service: the Service described in clause 2.

Service Hours: the core hours during which the Service is to be provided by Tunstall, being the times stated in the order form submitted by the Customer and agreed by Tunstall.

Service User: a designated user of the Service as detailed by the Customer.

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 which are available for inspection at the registered address of Tunstall

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

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 an out-of-hours service during the Service Hours to receive telephone calls made to the Customer's emergency property repairs service and:

- a) log details of the time the caller telephoned, the caller's name, full address, telephone number where the caller can be contacted, details of the emergency being reported and access arrangements to attend the caller's problem;
- b) check that the Property referred to by the caller is on the list of relevant properties issued to Tunstall by the Customer from time to time. If the Property is not on the list the caller will be informed accordingly and no further action will be taken by Tunstall;
- c) determine in accordance with the Customer's Criteria whether the work required by the caller is a valid Property repair emergency. If the request is not a valid Property repair emergency, the caller will be informed of this and requested to telephone the Customer during normal office hours on the next working day and no further action will be taken by Tunstall. In the event the caller does not accept the decision based on the Customer's information, Tunstall will call the Customer's authorised representative (appointed pursuant to clause 6.4(a)) for action and direct contact with the caller;
- d) if Tunstall in its sole discretion determines in accordance with the Customer's Criteria that the work is a valid Property repair emergency, inform the caller that the emergency repair request will be passed on to the Customer's nominated Contractor and terminate the call;
- e) contact by telephone the relevant Contractor as identified on the list provided by the Customer and relay to such contractor the information referred to in a) above;
- f) keep a record of all calls where Tunstall have determined that there is a valid emergency, including the name of the caller, the time the call was received, the identity of the contractor(s) called and a brief note of the information obtained from the caller, the time the call was terminated and the time the call was passed through to the Contractor; and
- g) where the Customer requests and Tunstall agrees, Tunstall will update the Customer's system with details of all calls referred to in f) above or Tunstall will email such details to the Customer in line with any agreed Service Level Agreement. Where the Customer

requires Tunstall to update their system, the Customer grants Tunstall a royalty-free licence of the rights to access and use the Customer's system that are necessary to enable Tunstall to perform its obligations under this paragraph 2.1(g) and warrants that it has the right to grant such licence.

- 2.2. 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.
- 2.3. The Customer confirms that it has the approval of the relevant Service User to the disclosure by Tunstall of any information held by it about the Service User to anybody or person to whom a call has been relayed and the Customer agrees to such disclosure.

3. CUSTOMER DATA

- 3.1 The Customer 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 Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer 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 clause 7 of Tunstall's Response Umbrella Terms.

4. SERVICE HANDOVER

- 4.1. Following the start of the Service Hours on any day, Tunstall shall commence the provision of the Service when the Customer diverts its repairs call line to Tunstall.
- 4.2. Tunstall shall cease provision of the Service on any day when either the Customer removes the line divert in respect of its repairs call line or outside of the contracted Service Hours.
- 4.3. It is solely the Customer's responsibility to ensure that the repairs call line has been properly and adequately diverted or to remove the diversion (as the case may be) to enable the commencement and performance or cessation of the Service (as the case may be) on any day. Tunstall shall not be liable directly or indirectly for any loss or liability arising from any failure on the part of the Customer to divert or remove call diversion.
- 4.4. Tunstall shall charge the Customer at its normal rates prevailing from time to time for any performance of the Service outside of Service Hours resulting from the Customer's failure to divert or remove call diversion at the appropriate time.
- 4.5. Where the Customer requires Tunstall to provide the Service outside of the Service Hours (other than in the circumstances described in clause 4.1 and clause 4.2), the Customer may request Tunstall to do so by giving not less than fourteen (14) days written notice to Tunstall.
- 4.6 Where a Customer request is made under clause 4.5, Tunstall may in its absolute discretion refuse or comply with the request on such terms as it deems commercially expedient.

5. TUNSTALL'S RESPONSIBILITIES

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PARAGRAPHS 5.1 AND 5.2

- 5.1. Tunstall will at all times be acting on behalf of the Customer in notifying any nominated Contractor or contact and Tunstall as a consequence shall not be liable for any outcome howsoever arising including charges made by any Contractor.
- 5.2. Tunstall's obligations in providing the Service shall under no circumstances extend beyond the obligation to receive and make three attempts to relay emergency repairs calls as set out above and Tunstall shall not be liable directly or indirectly for the failure of the customers contractor or any other third party (to respond appropriately when notified of the request for repairs from the Service User by Tunstall, including (for the avoidance of doubt) any delay in attendance following notification by Tunstall. In particular, the Customer acknowledges that Tunstall shall be under no obligation to make more than three attempts to contact an appropriate contractor, provided that immediately following the third such unsuccessful attempt Tunstall shall notify the Customer of such failure by telephone call to the Customer's authorised representative on the number provided pursuant to paragraph 6.4 below.

6. THE CUSTOMER'S RESPONSIBILITIES

- 6.1 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).
- 6.2 At the commencement of the Service, the Customer shall:
- a) obtain all Service Users' and Property information and details required by Tunstall for the performance of the Service and submit them to Tunstall; and
 - b) provide Tunstall with a list showing the names and contact details of those Contractors that Tunstall should contact on the occurrence of a valid emergency.

During the continuance of the Service the Customer shall promptly notify Tunstall of all changes to such information.

- 6.3 The Customer shall notify Tunstall of any relevant changes to Property details. **FOR THE SAKE OF CLARITY THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION USED BY TUNSTALL IN DELIVERING THE SERVICE.**
- 6.4 The Customer shall provide Tunstall with a contact number for the responsible authorised Customer representative which must be manned 24hrs per day 365(6) days per year to enable Tunstall to escalate matters outside Tunstall's responsibilities under this Agreement.
- 6.5 The Customer shall ensure that all Service Users are made aware that telephone communication with Tunstall may be voice recorded.
- 6.6 The Customer shall:

- a) regularly test any divert facility and procedure to ensure its proper operation; and
- b) ensure that it has a policy in place dealing with abusive behaviour and that its callers are aware that Tunstall shall not accept such behaviour when dealing with calls made to the Service.

7. PROPRIETARY RIGHTS

7.1 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 these terms nor the Terms and Conditions of Services 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.

7.2 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.

8. CHARGES

8.1. The Customer shall pay the charges set out in the proposal document or Tunstall's rates prevailing at the time (unless varied by agreement in writing).

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