

## Service Line – Lone Worker Service

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### TUNSTALL RESPONSE

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#### 1. INTERPRETATION

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

**Check-in Interval:** has the meaning given in paragraph 4.1(b)(i).

**Customer:** the person or firm to whom Tunstall provides the Service.

**Lone Worker:** a designated user of the Service nominated by the Customer in accordance with the terms of this Service Line.

**Lone Worker Data:** the data identifying and giving contact details for the Lone Worker and the data communicated by the Lone Worker to Tunstall during the performance of the Service.

**Service:** the Service described in clause 2 and clause 4.1.

**Terms and Conditions of Services Supply:** Tunstall's Terms and Conditions of Services Supply that are incorporated into the agreement between Tunstall and the Customer for the supply of the Service.

**Tunstall:** Tunstall Healthcare (UK) Limited, trading as "Tunstall Response".

**Tunstall's Operating Procedures:** the operating procedures adopted by Tunstall from time to time for the performance of the Service.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

##### 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 assist in the monitoring of the location and welfare of Lone Workers and to communicate escalation calls to the Customer's nominated responder in accordance with this Service Line and Tunstall's Operating Procedures.

##### 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 Lone Worker to the disclosure by Tunstall of any information held by it about the Lone Worker to anybody or person to whom a call is escalated and the Customer agrees to such disclosure.

### **3. LONE WORKER DATA**

- 3.1 The Lone Worker 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 Lone Worker Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Lone Worker Data submitted by it or the Lone Worker to Tunstall.
- 3.3. Tunstall shall follow its archiving procedures for Lone Worker Data as set out in its Back-up Policy available at <https://uk.tunstall.com/data-backup-policy/>. In the event of any loss or damage to Lone Worker Data, the Customer's sole and exclusive remedy shall be for Tunstall to use reasonable commercial endeavours to restore the lost or damaged Lone Worker Data from the latest back-up of such Lone Worker Data maintained by Tunstall in accordance with the archiving procedure described in its Back-up Policy. Tunstall shall not be responsible for any loss, destruction, alteration or disclosure of Lone Worker Data caused by any third party (except those third parties sub-contracted by Tunstall to perform services related to Lone Worker Data maintenance and back-up).
- 3.4. 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 Terms and Conditions of Services Supply.

### **4. TUNSTALL'S RESPONSIBILITIES**

- 4.1 In order to provide the Customer and all Lone Workers with such service and facilities as it reasonably considers appropriate, Tunstall shall:
- (a) On receipt of:
    - (i) a written request from the Customer identifying a Lone Worker who it wishes to receive the Service: and
    - (ii) all Lone Worker Data reasonably required by Tunstall to enable it to provide the Service to the relevant Lone Worker,  
  
upload such data to the Lone Worker module of Tunstall's operating system and issue a unique PIN number to enable the relevant Lone Worker to use the Service;
  - (b) Provide a designated telephone number to receive calls from Lone Workers to enable the Lone Workers to:
    - (i) Enter a time interval after which the Lone Worker requires a monitoring call to be made ("Check-in Interval");
    - (ii) Enter details of the Lone Worker's current and expected locations for the period until the expiry of the Check-in Interval; and
    - (iii) Raise an emergency call;
  - (c) Following the expiry of any Check-in Interval, make a telephone call to the relevant Lone Worker telephone number provided by the Customer for this purpose and prompt the Lone Worker to enter the details referred to in subparagraphs 4.1(b)(i) and 4.1(b)(ii);

- (d) If no answer is given to a telephone call made in accordance with subparagraph 4.1(c), call the telephone number of the relevant Lone Worker to ascertain whether he or she requires assistance; and
- (e) If no answer is given to a telephone call made in accordance with subparagraph 4.1(c), or if the relevant Lone Worker indicates that assistance is required, escalate the situation by making a telephone call to the Customers nominated contact giving such details as Tunstall may have available to it and which in its discretion it deems to be relevant to enable the Customer to locate and provide assistance to the relevant Lone Worker.

**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 nominated contact and Tunstall as a consequence shall not be liable for any outcome howsoever arising following the escalation of an issue to the Customer's nominated contact.
- 4.3 Tunstall's obligations in providing the Service shall under no circumstances extend beyond the obligation to receive and make reasonable attempts to escalate calls as set out in subparagraph 4.1(e). Tunstall shall not be liable directly or indirectly for the failure of the nominated contact to respond appropriately when a matter is escalated to them by Tunstall, including (for the avoidance of doubt) any delay in attendance following escalation, or for a failure to provide assistance arising from any Lone Worker having given incorrect or inaccurate information including (but not limited to) relating to its current and expected locations.
- 4.4 Tunstall will for its own training and audit purposes take reasonable measures to ensure that calls made in providing the Service are voice recorded and the Customer confirms that it has the approval of each Lone Worker and nominated contact to such recordings being made.

**5. THE CUSTOMER'S RESPONSIBILITIES**

- 5.1 The Customer shall:
  - (a) provide Tunstall with all necessary information as may be required by Tunstall in order to provide the Service, including but not limited to a Lone Worker's identification details and contact telephone number;
  - (b) notify Tunstall of any changes to a Lone Worker's details including but not limited to contact telephone number and nominated contact. This list is not intended to be exhaustive and the Customer may be required to provide other details that are required to enable Tunstall to provide the Service. The Customer shall communicate any changes to the same to Tunstall as soon as practicable. **FOR THE SAKE OF CLARITY THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE DATA USED BY TUNSTALL IN DELIVERING THE SERVICE;**
  - (c) ensure that its Lone Workers use the Service in accordance with the terms and conditions of this Service Line and shall be responsible for any Lone Worker's breach of this Service Line. In particular, the Customer shall ensure that each Lone Worker shall keep the PIN number issued to it secure and will not share it with any third party (including any other Lone Worker);
  - (d) carry out all Customer responsibilities set out in this Service Line in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by

the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (e) provide Tunstall with a contact telephone number for the nominated Customer representative which must be manned 24hrs per day 365(6) days per year to enable Tunstall to escalate matters in accordance with subparagraph 4.1(e);
- (f) ensure that all Lone Workers are made aware that communication by telephone with Tunstall may be voice recorded;
  - (a) ensure that neither it nor any of its Lone Workers accesses, stores, distributes or transmits any Viruses, or any material during the course of their use of the Service that:
    - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - (ii) facilitates illegal activity;
    - (iii) depicts sexually explicit images;
    - (iv) promotes unlawful violence;
    - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
    - (vi) in a manner that is otherwise illegal or causes damage or injury to any person or property;
- and where Tunstall, acting reasonably, believes that any such thing has occurred or is reasonably likely to occur Tunstall reserves the right, without liability or prejudice to its other obligations to the Customer, to disable the Customer's access to the Service or to any material that breaches the provisions of this paragraph; and
- (h) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the supplied documentation and, in the event of any such unauthorised access or use, promptly notify Tunstall.

## 5.2 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Service Line:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any software and/or documentation (as applicable) provided by Tunstall in the performance of the Service in any form or media or by any means; or
  - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of such software; or
- (b) access all or any part of the Service and documentation supplied to it in order to build a product or service which competes with the Service; or
- (c) use the Services and/or documentation supplied to provide services to third parties without the prior written agreement of Tunstall; or

- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or documentation available to any third party without the prior written agreement of Tunstall, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Service and/or documentation, other than Lone Workers.

5.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the supplied documentation and, in the event of any such unauthorised access or use, promptly notify Tunstall.

## **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 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.
- 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**

For each Lone Worker connected to the Service, the Customer shall pay the annual connection fee set out in the quotation provided by Tunstall to the Customer.

Tunstall may invoice the Customer in advance of the year in which the Service will be provided.