

Service Line – Tertiary Disaster Recovery Services

TUNSTALL RESPONSE

1. INTERPRETATION

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

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

Customer Data: the data provided by the Customer of their Social/Telecare Alarm connections which is required by Tunstall to provide the Monitoring Service during the Disaster Recovery period.

Disaster: an unplanned and unforeseen failure of the Customer's primary disaster recovery service including failure of local telephone and electricity (in the event that the onsite UPS and/or generator has also failed) or the evacuation of the primary disaster recovery centre in the event of **flood, fire, gas, bomb warning** or other situation in which the emergency services require evacuation that prevents the Customer's primary disaster recovery service from operating.

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

Monitoring Service: the service specified in Appendix A provided by Tunstall when invoked in accordance with the terms of this Service Line.

Service: the Tertiary Disaster Recovery Service specified in Clause 2.

Social/Telecare Alarm System: a system to provide alarm triggering, identification, signal transmission, alarm reception and 2-way speech communication, from on site and or offsite staff to provide assistance for people living at home and considered to be at risk.

Service User: a designated user of the Monitoring Service in whose home Equipment is normally installed.

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 Monitoring Service. A copy of Tunstall's Operating Procedures in place at the date of the commencement of delivery of the Service to the Customer is contained in Appendix B to this Service Line.

- 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. Where invoked in accordance with clause 2.3, Tunstall shall provide the Monitoring Service to receive requests for help and assistance from Service Users via the Social/Telecare Alarm System and communicate these requests for help to the customers and/or Service Users nominated responder in accordance with this Service Line and Tunstall's Operating Procedures.
- 2.2. In the event that Tunstall (acting reasonably) determines that the Customer shall have invoked the Monitoring Service in circumstances that do not fall within the definition of "Disaster" given in clause 1.1, Tunstall at its discretion may terminate the provision of the Monitoring Service with immediate effect and charge the Customer a fee equal to Tunstall's standard charges for management, supervision, transfer, call handling, administration etc. for the duration of the service provision/event claimed to be a Disaster.
- 2.3. In the event of a Disaster, or in order to provide short term cover for the Customer pending the transfer of its monitoring operations to its primary disaster recovery centre, the Customer may invoke the Monitoring Service by calling Tunstall on the dedicated telephone number provided by Tunstall for the purpose giving the following information:
 - a. the Customer's primary disaster recovery service centre name;
 - b. the nature of the Disaster; and
 - c. the name and telephone number of the appropriate person who is dealing with the Disaster on the Customer's behalf;but neither the Customer or its primary disaster recovery service provider shall divert calls to the Tunstall monitoring centre until they have (or either of the has) been notified by Tunstall in accordance with clause 2.4b that they may do so.
- 2.4. Where the Monitoring Service has been invoked by the Customer, Tunstall will:
 - a. Load the Customer Data onto the Tunstall call monitoring system within a commercially reasonable time;
 - b. Upon completion of the loading of the Customer's data, notify the Customer's contact that calls may be diverted to Tunstall's monitoring centre; and
 - c. perform its obligations set out in Appendix A.
- 2.5. The Customer acknowledges that
 - a. In performing the Monitoring Service, Tunstall will handle alarm calls at a single call handling workstation on a 1:10 contended service basis;
 - b. the Monitoring Service is not intended to provide the same level of service as that provided by the Customer's own service and that Tunstall operates a commercial service and has a number of third party customers entitled to use its disaster recovery services.

Accordingly in the event of invocation of the Monitoring Service by multiple customers leading to competing requests for use of Tunstall's services, the Customer acknowledges that:

- a. one or more other customers may either have invoked use of or be using the services at the time of invocation by the Customer;

- b. Tunstall shall operate in accordance with priorities determined by Tunstall (acting reasonably); and
 - c. the Customer shall cooperate with Tunstall in its efforts to provide disaster recovery services to multiple customers.
- 2.6. Tunstall will treat all information received by it in relation to any resident regarding keyholders, emergency contacts and personal circumstances as confidential
- 2.7. When the Monitoring Service is called upon by the Customer, it will be carried out by Tunstall for a maximum of 2 hours following any Disaster. The Customer hereby irrevocably authorises Tunstall without liability or obligation to the Customer (and without prejudice to Tunstall's other rights or remedies) to cease the provision of the Monitoring Service if for whatever reason the Customer has not done so within such time.
- 2.8. Following the notification of the end of the Disaster or the expiration of the disaster recovery period detailed at sub-clause 2.7 above the Customer will either: (a) return to normal operation either at its principal Social/Telecare Alarm Site or at its primary disaster recovery site or (b) invoke its own Business Continuity Plan (not included in this Service Line) to enable monitoring to be carried out via a dedicated business continuity service provider engaged by the Customer.
- 2.9. Within a reasonable time following termination of the provision of the Monitoring Service, Tunstall shall provide the Customer with a copy of Tunstall's activity log containing details of calls made from the Equipment during the period of the provision of the Monitoring Service. Tunstall shall use commercially reasonable endeavours to ensure that the Service is available at all times, but does not represent or make any commitment that the Service will be uninterrupted. The Customer acknowledges that there are likely to be business interruptions, including for:
 - a. planned maintenance carried out at non-peak times;
 - b. regular testing of the Service (or any part of it); and
 - c. unscheduled emergency maintenance,provided that Tunstall will use reasonable endeavours to give the Customer at least 6 business hours' notice in advance of interruptions falling within sub-paragraphs 2.9a and 2.9b.

3. CUSTOMER DATA

- 3.1. 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.
- 3.2. Tunstall shall follow its archiving procedures for Customer 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 Customer Data, the Customer's sole and exclusive remedy shall be for Tunstall to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer 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 Customer Data caused by any third party (except those third parties sub-contracted by Tunstall to perform services related to Customer Data maintenance and back-up).
- 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 Terms and Conditions of Services Supply.

4. THE CUSTOMERS RESPONSIBILITIES

4.1 The Customer shall:

- a. Provide, or ensure that its primary disaster recovery service provider provides, Tunstall with:
 - i. all necessary co-operation and assistance in relation to this Service Line; (including assisting in the loading of data on the invocation of the Monitoring Service); and
 - ii. all necessary access to such information as may be required by Tunstall;to enable it to provide the Service and the Monitoring Service;
- b. comply with all applicable laws and regulations (in particular, but without limitation, the Data Protection Act 1998) with respect to its activities under this Service Line;
- c. carry out all other Customer responsibilities set out in this Service Line or in the Terms and Conditions of Services Supply in a timely and efficient manner. In the event of any delay in Customer's provision of such assistance as agreed by the parties, Tunstall may adjust any timetable or delivery schedule as reasonably necessary; and
- d. following invocation of the Monitoring Services, comply with its obligations set out in Appendix A.

4.2. The Customer shall have in place a service agreement for the Equipment for the entire duration of the period in which the Service is provided to the Customer. The service agreement shall provide a minimum of a 4 hour on-site engineering response at all times. Should the Monitoring Service be invoked as a result of a failure by the Customer to ensure that all or any part of the Equipment is maintained to a level necessary for its satisfactory operation, Tunstall may make an additional charge to the Customer in respect of the provision of the Monitoring Service in such circumstances.

4.3. The Customer shall ensure that all data and information provided by it or on its behalf to Tunstall pursuant to the terms of this Service Line is free from any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

4.4. Neither the Customer nor its primary disaster recovery service provider shall route alarm calls to Tunstall until the Customer is notified to do so by Tunstall in accordance with clause 2.4b. The Customer acknowledges that Tunstall has no liability for any consequence (including extended invocation time) caused by the Customer's failure to comply with the terms of this clause 4.4 and that the Customer shall indemnify Tunstall against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with such failure.

4.5. In the event of a Disaster affecting the Customer's primary disaster recovery service provider, the Customer shall ensure that its primary disaster recovery service provider immediately places a request for repair of the affected Equipment with their service provider or implement such other steps as shall be necessary to restore use of the primary disaster recovery facility should it suffer a Disaster and shall keep Tunstall informed of the progress in restoring service at the primary disaster recovery service provider's site. Such information shall include estimated duration of the problem and notification when appropriate personnel arrive on site to rectify the problem.

4.6. The Customer shall seek to use the Service only when a genuine Disaster has occurred. The service is not intended to be a substitute for the Customer's own disaster recovery plans or those of its

primary disaster recovery service provider. For the avoidance of doubt the following do not fall within the definition of “Disaster”:

- i. Lack of human resources within the Customer’s premises or within its primary disaster recovery service provider’s premises;
- ii. Planned works;
- iii. Planned upgrades;
- iv. Maintenance activities;
- v. Minor Equipment failure;
- vi. Effects on or evacuation of the Customer’s premises or its primary disaster recovery service provider’s premises due to meetings, infestation, refurbishment works, building works, cleaning operations etc.; or
- vii. Fire alarm testing

- 4.7. The Customer shall ensure that persons named as emergency contacts, keyholders and doctors are aware that they have been so named and are in agreement with their name being used for this purpose.
- 4.8. The Customer shall provide Tunstall by file transfer protocol (FTP) with a weekly up to date copy of the Customer Data.
- 4.9. The Customer shall have in place or shall ensure that their primary disaster recovery service provider has in place appropriate arrangements with their telephone service provider for the diversion of telephone lines to Tunstall and shall invoke such arrangements when notified by Tunstall in accordance with clause 2.4b.
- 4.10. During the performance of the Monitoring Service by Tunstall, the Customer will take all reasonable steps to reduce the number of non-emergency calls (including but not limited to alarm testing, warden on-site and warden off-site calls) using the Monitoring Service.

5. PROPRIETARY RIGHTS

- 5.1. The Customer acknowledges and agrees that Tunstall and/or its licensors own all intellectual property rights in the Service and the Monitoring 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, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Monitoring Service or any related documentation.
- 5.2. Tunstall confirms that it has all the rights in relation to the Service and the Monitoring Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Service Line.

6. CHARGES

The Customer shall pay the annual subscription charge that is set out in the renewal agreement entered into between the Customer and Tunstall or, if no such agreement is entered into, Tunstall’s rates prevailing at the time together with any applicable VAT.

Where the Monitoring Service has been invoked, the Customer shall pay an additional charge for the period during which such service is provided at the rate that is set out in the renewal agreement entered into between the Customer and Tunstall or, if no such agreement is entered into, Tunstall's rates prevailing at the time together with any applicable VAT

APPENDIX A - DESCRIPTION OF THE MONITORING SERVICE

1. THE SERVICE

- 1.1 Tunstall shall provide a service to receive requests for help and assistance from Service Users via the Social/Telecare Alarm System and communicate these requests for help to the Customer's and/or Service User's nominated responder in accordance with this Service Line and Tunstall's Operating Procedures.
- 1.2 Where remote release safes are provided by the Customer or a Service User Tunstall will provide access only to the emergency services and other persons authorised by the Customer or the relevant Service User (as the case may be).
- 1.3 The Monitoring Service does not include the provision of contact with the Customer's site wardens or other monitoring staff for the purposes of co-ordinating the onsite/offsite transfer of such staff or the collection and issuing of information and/or instructions to such staff in respect of such transfers.
- 1.4 The Monitoring Service is intended for telecare alarm monitoring only and does not extend to any Service Users or Customer security systems, including the holding of related data or activation/de-activation codes for any alarm system or door entry system.
- 1.5 Where Tunstall are required to provide any part of the Monitoring 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.
- 1.6 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.

2. TUNSTALL'S RESPONSIBILITIES

- 2.1. In order to provide all Service Users with such service and facilities as it reasonably considers appropriate following invocation of the Monitoring Service, Tunstall shall:
 - a) provide a service to receive alarm calls sent by means of the Social/Telecare Alarm System;
 - b) as soon as practicable after it has been received, relay the alarm call to an available person nominated as a contact or to such available service as Tunstall determines in accordance with the Tunstall Operating Procedures;
 - c) where the Customer provides a responder service, treat such service as if it were a Service User's nominated contact;
 - d) assess each case following verbal contact with any Service User using the details of the Service User's information supplied by the Customer and /or the Service User to Tunstall, in accordance with the Tunstall Operating Procedures. In exercising its discretion, Tunstall shall also be entitled to take into account all the relevant information known to it; and

- e) if verbal contact cannot be established with any Service User, treat the alarm call as a request to notify the appropriate contacts.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PARAGRAPHS 2.2 AND 2.3

- 2.2. Tunstall will at all times be acting on behalf of the Customer in notifying any emergency service or 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 request for assistance by the Service User.
- 2.3. Tunstall's obligations in providing the Service shall under no circumstances extend beyond the obligation to receive and make reasonable attempts to relay alarm calls as set out above and Tunstall shall not be liable directly or indirectly for the failure of any third party (e.g. any emergency service, contact, key holder or doctor) to respond appropriately when notified of the request for help from the Service User by Tunstall, including (for the avoidance of doubt) any delay in attendance following notification by Tunstall.
- 2.4. Subject to clause 2.1 (c) above, Tunstall will treat all information received by it in relation key holders, contacts and personal circumstances as confidential.
- 2.5. 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 confirms that it has the approval of each Service User to such recordings being made.

3. THE CUSTOMER'S RESPONSIBILITIES

- 3.1 The Customer shall not abuse or permit any person to abuse the Monitoring 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).
- 3.2 At the commencement of the Service, the Customer shall obtain all Service Users' information and details required by Tunstall for the performance of the Monitoring Service and submit them to Tunstall. During the continuance of the Service the Customer shall promptly notify Tunstall of all changes to such information.
- 3.3 The Customer shall notify Tunstall of any changes to a Service User's personal details including but not limited to emergency contacts, key holders, doctors (who may be contacted by Tunstall). 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 Monitoring Service. The Customer shall communicate any changes to the same to Tunstall as soon as practicable, unless the Customer has a separate remote access Agreement with Tunstall to enable the Customer to make its own changes remotely. **FOR THE SAKE OF CLARITY THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE DATA USED BY TUNSTALL IN DELIVERING THE MONITORING SERVICE.**
- 3.4 For the avoidance of doubt, the information and personal details to be provided to Tunstall by the Customer pursuant to clauses 3.2 and/or 3.3 shall not include information relating to a Service User's medical history or medical conditions (including any medicines or other treatments) and the

Customer shall not supply and Tunstall shall have no requirement to retain or process any such information or details.

- 3.5 The Customer shall ensure that in respect of each Service User there are a minimum of two persons named as emergency contacts and key holders and that those contacts are aware that they have been so named and are in agreement with their name being used for this purpose.
- 3.6 Where the Customer provides a responder type service it is the responsibility of the Customer to provide Tunstall with contact details for such a service and to co-ordinate the response to the Service User when a monitoring call is received.
- 3.7 The Customer shall promptly notify Tunstall of a change to the installation address of any Equipment.
- 3.8 The Customer shall ensure that only the Equipment shall be connected to the Social/Telecare Alarm System and it is correctly programmed to operate with Tunstall's monitoring/receiving centre system.
- 3.9 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 to each of the Customer's Service User's.
- 3.10 In the event that the connection of the Equipment to the Social/Telecare Alarm System adversely affects the proper operation of Tunstall's monitoring equipment or otherwise has an adverse effect on the provision of the Monitoring 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 Monitoring Service until such time as it has been returned to proper operation.
- 3.11 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 (including those matters detailed in Clause 3.10) outside Tunstall's responsibilities under this Agreement.
- 3.12 Where Tunstall is required to attend meetings or carry out reviews it will charge the Customer for such review and/or attendance in accordance with its standard fee rates prevailing at the time.
- 3.13 The Customer shall ensure that all Service Users and contacts are made aware that both communication via the Social/Telecare Alarm System and the telephone with Tunstall may be voice recorded.
- 3.14 The Customer shall carry out regular local testing of the Equipment.

APPENDIX B - TUNSTALL'S OPERATING PROCEDURES

Tunstall Response Calls Handling Procedures

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Call Handling Procedures

Calls From Residents

No Reply from Resident

If a Response Operator receives no voice contact from the resident over the speech unit, the procedure to follow is:

1. Call Resident back on Landline telephone and / or mobile.
2. If no reply from resident, call contacts in order.
3. If there is no reply from contacts, call emergency services for a welfare check.

The operator will log the call on a DR Call log to be emailed following the outage.

Medical Emergency / Falls

If a Response Operator receives a call from the resident who has fallen or who requires emergency medical help, the procedure to follow is:

1. Call 999, give full access details.
2. Call contacts In Order.

After 30 minutes, if the resident calls back to advise that the ambulance service has not arrived, the Response Operator is to call ambulance service again.

The operator will log the call on a DR Call log to be emailed following the outage.

Other Emergency Calls

If a Response Operator receives a call from the resident and emergency help is required, the procedure to follow is:

1. If required, call appropriate emergency service, provide access details.
2. Call contacts in Order.

The operator will log the call on a DR Call log to be emailed following the outage.

Non – Emergency Medical / Personal Care

1. Call Doctor / Carers
2. Offer to call contacts.

The operator will log the call on a DR Call log to be emailed following the outage.

Fire Calls

Smoke Detector Calls

If a Response Operator receives a call from a resident's smoke detector, the procedure to follow is:

The following Rules apply:

- **First call** – check the reason for activation. Ask the resident to confirm that there is no fire. If a satisfactory reason is given, then close the call.
- **Second call** – Call residents Contacts in order to respond even if residents says it is a false call.
- **Third call** – Call the fire brigade and inform contacts.

The operator will log the call on a DR Call log to be emailed following the outage.

Housing Repairs

In and Out of Hours:

Residents should be advised to report their own repairs.

Equipment Faults

The operator will log the call on a DR Call log to be emailed following the outage.