

Tunstall Response Out of Hours Monitoring Services

Introduction

In this Service Line, Tunstall relays calls received from Service Users via a Social Alarm during specified hours.

1. INTERPRETATION

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

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

Customer Data: the data inputted into the information fields of the Software by the Customer or by Tunstall on the Customer's behalf.

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

Service: the Service described in clause 2 and clause 5.1.

Service Hours: the core hours during which the Service is to be provided by Tunstall, being the times stated in the proposal submitted by the Customer and confirmed in writing by Tunstall.

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

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.

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 Service Hours to receive requests for help and assistance from Service Users made via Tunstall's Social Alarm and communicate these requests for help to the customers and / or Service Users nominated contact in accordance with this Service Line and Tunstall's Operating Procedures.

2.2. 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).

2.3. The 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.

2.4. The Service is intended for Social 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.

2.5. 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.

2.6. The Customer warrants that it has the approval and full authority of the relevant Service User to the disclosure by Tunstall of any information held by it about the Service User to any Service User's contact or 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 and meeting the obligations to carry out an annual data check, associated amendment, hard copy record retention and annual assessment questionnaires, which are all expressly excluded from the Service.

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. 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).

3.4. 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 Tunstall's Response Services 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 on the last of the Customer's call handling staff involved in the performance of the Customer's monitoring service logging off from the Customer's Social Alarm.

4.2. Where all of the Customer's call handling staff log off from the Customer's Social Alarm outside of the Service Hours, Tunstall may at its sole discretion commence the provision of the Service but shall be entitled to charge the Customer for the provision of the Service outside of the Service Hours in accordance with the provisions of clause 8.

4.3. Tunstall shall cease provision of the Service on any day on a member of the Customer's call handling staff involved in the performance of the Customer's monitoring service logging on to the Customer's Social Alarm. Tunstall shall continue to provide the Service on any day until a member of the Customer's call centre staff has logged on to the Customer's System, provided that if no such member of staff has so logged on by the end of the Service Hours on any day, Tunstall shall be entitled to charge the Customer for the provision of the Service outside of the Service Hours in accordance with the provisions of clause 8.

4.4. Where the Customer requires Tunstall to provide the Service outside of the Service Hours (other than in the circumstances described in clause 4.2 and clause 4.3), the Customer may request Tunstall to do so by giving not less than ten (10) days written notice to Tunstall.

4.5. Where a Customer request is made under clause 4.4, Tunstall may in its absolute discretion refuse or comply with the request on such terms as it deems commercially expedient.

5. TUNSTALL'S RESPONSIBILITIES

5.1. In order to provide all Service Users with such service and facilities as it reasonably considers appropriate, during Service Hours Tunstall shall:-

- a. provide a service to receive alarm calls sent by means of the Social Alarm;
- b. as soon as practicable after it has been received, relay an 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 as 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 an alarm call as a request to notify the appropriate contacts.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PARAGRAPHS 5.2 AND 5.3

5.2. 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.

5.3. 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.

5.4. Subject to clause 5.1 c above, Tunstall will treat all information received by it in relation key holders, contacts and personal circumstances as confidential.

5.5. 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.

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 obtain all Service Users' information and details required by Tunstall for the performance of the Service and submit them to Tunstall. 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 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 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 AVOIDANCE OF DOUBT, THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE DATA USED BY TUNSTALL IN DELIVERING THE SERVICE.

6.4 The information and personal details to be provided to Tunstall by the Customer pursuant to clauses 6.2 and/or 6.3 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.

6.5 The Customer shall ensure that in respect of each Service User there are a minimum of two persons named as 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.

6.6 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.

6.7 The Customer shall promptly notify Tunstall of a change to the installation address of any Equipment.

6.8 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.

6.9 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 Users.

6.10 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.

6.11 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 6.10) outside Tunstall's responsibilities under this Service Line.

6.12 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.

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

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

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 this Service Line or Tunstall's Response Services 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.

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 Charge per connection: 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 and in all cases, together with any applicable VAT.

8.2 Invoice frequency: the frequency 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, monthly in advance.

8.3 Monitoring Costs: All connections to the Social Alarm, meaning dispersed dwelling, scheme dwelling and scheme communal connections, will be charged the connection charge. Each invoice may vary according to the number of connections on the Tunstall's Social Alarm at the time of invoice. The connection charge may vary depending on the call volumes (see Call Volumes below) or if the service differs from Tunstall standard procedures or should the administration or call handling processes involved in delivering the day to day service be more complex than Tunstall standard procedures.

8.4 Call Volumes: Tunstall has estimated its charges for this service on an average of 1.7 calls (inclusive of inbound calls and associated outbound calls) per month per connection with a length of 3 minutes per call averaged across all connections. Should call volumes (including length of calls) for the Service be greater, Tunstall will review and may increase the connection charge.

8.5 Peripheral equipment: The charge includes for the monitoring of up to 2 peripheral sensors (connected to the call handling equipment) per dwelling, averaged across all dwelling connections at the outset of the service provision. Should numbers of peripheral sensors connected to the call handling equipment exceed this Tunstall will review and may increase the connection charge.

8.6 Tunstall Response Out of Hours Monitoring Services shall automatically renew unless cancelled before expiration of the existing term and the then current terms available at <https://www.tunstall.co.uk/response-ooH-monitoring-service> shall apply to any renewal period and these terms shall be deemed to be replaced by the said terms.