

# PNC/TSP Umbrella Terms and Conditions



## PNC/TSP Umbrella Terms and Conditions

### Introduction

These Umbrella Terms and Conditions apply to Tunstall's call and alarm handling platforms in addition to those specified under each Service Line.

### 1. INTERPRETATIONS

1.1 The definitions and rules of interpretation in this clause apply in the Agreement and any Service Line.

**Agreement:** the agreement between Tunstall and the Customer arising from Tunstall's acceptance of an order made by the Customer for the supply of Services and which incorporates these terms and conditions.

**Charges:** the charges payable for the Services under this agreement as set out in the relevant Service Line or Service Lines (as the case may be).

**Control:** as defined in section 1124 of the Corporation Tax Act 2010.

**Customer:** the purchaser of Services from Tunstall who has entered into the Agreement.

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

**Deliverables:** any Documentation, software, know-how or other works created or supplied by Tunstall (whether alone or jointly) in the course of providing the Services.

**Delivery Date:** the date on which the service is commenced.

**Dispute Resolution Procedure:** the procedure described in clause 13.7.

**Documentation:** the documents provided by Tunstall for the Deliverables, in either printed text or machine readable form, including any technical documentation, program specifications and operations manuals.

**Effective Date:** the date of the Agreement.

**Equipment:** means any hardware comprised within the PNC system installed by Tunstall as part of the Services.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business

names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Material:** means any materials, goods, products, equipment, systems, software, programs, data or processes, in whatever form, used by Tunstall to provide the Services or supplied by Tunstall to the Customer in the performance of the Service, but does not include software or programs determined by Tunstall from time to time (in its sole discretion) as being part of Tunstall's PNC system.

**PNC System:** A social alarm call handling system.

**Personal Data:** has the definition set out in the Data Protection Legislation

**Service Line:** a document which sets out a description of services to be provided by Tunstall to the Customer and any other relevant matters relating to delivery of the Services.

**Services:** the services described in any Service Line.

**Service Change:** shall have the meaning described in clause 3.

**Standard Support Hours:** 9.00 am to 5.00 pm UK time, Monday to Friday, except on days which are bank holidays in England.

**Term:** the period set out in the proposal document issued by Tunstall to the Customer, commencing on the Delivery Date.

**Tunstall:** Tunstall Healthcare (UK) Limited (registered number: 01332249) whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR.

1.2 The headings in these terms and conditions or any Service Line do not affect their interpretation. except where the context otherwise requires, references to conditions are to conditions of these terms and conditions or any Service Line (as the case may be).

1.3 Unless the context otherwise requires:

(a) references to the Customer and Tunstall include their permitted successors and assigns;

- (b) references to statutory provisions include those statutory provisions as amended or re-enacted;
- (c) references to one gender includes a reference to the other genders; and
- (d) references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.

1.4 If any conflict arises between these terms and conditions and any provision of any Service Line, these terms and conditions shall prevail.

1.5 Words in the singular include the plural and those in the plural include the singular.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

## 2. THE SERVICES

2.1 Tunstall shall supply to, and the Customer shall take and pay for, the Services on these terms and conditions.

2.2 The Services shall be provided during the hours set out in the relevant Service Line or, if none are so set out, during Standard Support Hours.

2.3 Tunstall may make any changes to the Services as are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Tunstall shall notify the Customer in any such event.

2.4 Tunstall warrants that

(a) the Services will be provided using reasonable care and skill. Notwithstanding any provision to the contrary, any dates, periods or times specified in this Agreement or a Service Line are estimates only and time shall not be of the essence for the performance of Tunstall's obligations.

(b) any parts and materials supplied by Tunstall in the performance of the Services shall be of satisfactory quality and remain free of defects for a period of 12 months following supply.

2.5 Tunstall will supply those parts and materials detailed in the applicable Service Line necessary for the provision of the Services.



2.6 Tunstall may (at its absolute discretion) withhold the Services or make a charge at its prevailing fee rates where any payment is overdue at a time when performance of the Services is required.

### 3. SERVICE CHANGES

3.1 For the purposes of this agreement a Service Change is a request to change (including to cease) any service line or add a new service line.

3.2 Service Changes may be originated by the Customer issuing such request in writing to Tunstall. On receipt of a Service Change, Tunstall shall provide the Customer, within 14 days of receiving the Service Change, details of the impact which the proposal will have upon the Services provided to the Customer, any systems or operations of Tunstall or the Customer which communicate with, or are otherwise affected by, the Services, the Charges and these terms and conditions.

3.3 Save where otherwise stated herein, Tunstall shall not be obliged to agree a Service Change, provided that if Services are being provided to the Customer under an existing Service Line, the Customer may require the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.

3.4 Tunstall and the Customer shall discuss any Service Change and such discussion shall result in either:

(a) The Customer issuing its agreement in writing that:

(i) Tunstall shall commence the provision of the Services described in the relevant Service Line;

(ii) Tunstall shall cease the provision of the Services described in the relevant Service Line

(iii) The Services provided to the Customer shall be amended in the manner agreed; or

(b) An agreement that the Service Change will not proceed.

3.5 Once the Customer has given its written agreement in accordance with clause 3.4(a), the change in the Services shall be effective from a date agreed between the parties or, in default of agreement, as may be reasonably specified by Tunstall and Tunstall and the Customer shall perform their respective obligations in accordance with these terms and conditions and the relevant Service Line.

### 4. CHARGES

4.1 The Customer shall pay the charges set out in a Service Line for the performance of the Services. They may be varied in accordance with clause 4.2.

4.2 Charges may be increased no more than once in any 12 month period by Tunstall giving the Customer written notice of any such increase 3 months before the proposed date of increase.

4.3 Charges shall be paid by the Customer within 30 days of the date of Tunstall's invoice for such charges.

4.4 VAT shall be added to the all charges at the prevailing rate.

4.5 Without limiting any other right or remedy of Tunstall, if the Customer fails to make any payment due to Tunstall under this Agreement by the due date for payment, Tunstall:

- (a) may disapply any discounts applied to the Charge; and
- (b) shall have the right to charge interest on the overdue amount at the rate of 3% per annum above the current base rate of the National Westminster Bank plc accruing on a daily basis from the due date for payment of the overdue amount, whether before or after judgement and compounding quarterly.

4.6 The Customer shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set off or counterclaim against Tunstall in order to justify withholding payment of any such amount in whole or in part.

## 5. OBLIGATIONS OF THE CUSTOMER

The Customer agrees with Tunstall to:

5.1 at all times observe such of Tunstall's operating instructions as are relevant to the Services;

5.2 provide to Tunstall at all reasonable times and at no charge to Tunstall access to any data, information, equipment and/or premises required by Tunstall in order to perform the Services and which is not under the direct control of Tunstall. such access shall include access to parking facilities (at no charge to Tunstall) during the performance of the Services. For the avoidance of doubt, the right of access shall include the right for Tunstall to enter any such premises where Material is stored or installed to recover it on termination of the Agreement or any Service Line (as applicable);

5.3 except as may be allowed by law, not (and not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, or make error connects to all or any of the software comprised in the Material in whole or in part;

5.4 keep and maintain all Material, documents, information and other property of Tunstall supplied as part of the Services in safe custody at its own risk, maintain them in good condition, not divulge them or allow them to be divulged to any person (except as may be required by law) and not dispose or use them other than in accordance with Tunstall's written instructions;

5.5 not remove, deface or obscure any identifying mark or packaging on or relating to any material;

5.6 not assign or transfer any of its rights, benefits or obligations under the agreement or any Service Line without the prior written consent of Tunstall; and

5.7 comply with such additional obligations as may be described in the Service Line relevant to the supply of the Services.

## 6. TITLE AND RISK

6.1 Material provided to the Customer by Tunstall pursuant to a Service Line shall at all times remain the property of Tunstall, and the Customer shall have no right, title or interest in or to that material (other than the right to possession and use of it subject to these terms and conditions or the relevant Service Line)

6.2 The risk of loss, theft, damage or destruction of the material shall pass to the Customer on delivery and remain with the Customer during the term of the Agreement or the relevant Service Line (as the case may be). The Customer shall, at its own expense, obtain and maintain the following insurances in respect of the Equipment:

(a) insurance against risk of loss damage or destruction of the Equipment to its full replacement value;

(b) insurance to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

(c) such other insurance as may be required by law or as Tunstall may from time to time consider reasonably necessary and advise to the Customer.

6.3 The Customer shall give immediate written notice to Tunstall in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Customer's possession or use of the Equipment.

6.4 If the Customer fails to effect or maintain any of the insurances required under this Agreement, Tunstall shall be entitled to effect and maintain them, pay the necessary premiums and recover the same as a debt due from the Customer.

6.5 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Tunstall and proof of premium payment to Tunstall to confirm the insurance arrangements.

6.6 The Customer acknowledges that Tunstall shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer, and the Customer agrees to indemnify Tunstall on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of the Agreement or any Service Line.

6.7 Unless otherwise agreed in the order for the Services placed by the Customer with Tunstall, the provisions of clauses 6.1 to 6.6 shall apply to the provision of the Equipment by Tunstall to the Customer.

6.8 Where it is agreed by the Customer and Tunstall that the ownership of the Equipment is to pass to the Customer, the provisions of clauses 6.9 to 6.12 shall apply to the provision of the Equipment by Tunstall to the Customer.

6.9 The Equipment shall remain the sole and absolute property of Tunstall as legal and beneficial owner until such time as payment is received by it in full for the Equipment and all other sums which are or become due to Tunstall from the Customer on any account. Until ownership in the Equipment has passed, the Customer shall:

- (a) hold the Equipment on a fiduciary basis as Tunstall's bailee;
- (b) keep the Equipment (at no cost to Tunstall) in satisfactory conditions and ensure that it remains readily identifiable as Tunstall's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- (d) keep the Equipment insured on Tunstall's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Tunstall and hold the proceeds of such insurance on trust for Tunstall and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
- (e) keep the Equipment in its possession properly maintained in the same condition it was in when delivered to it and shall make good any damage or deterioration.

6.10 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 11.1 arise or if the Customer encumbers or in any way charges the Equipment, or if



the Customer fails to make any payment to Tunstall on the due date. Where such circumstances arise, Tunstall may (without prejudice to any part of its other rights) recover or resell the Equipment or any of it.

6.11 The Customer grants Tunstall, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored or installed in order to inspect it, or where the Customer's right to possession of the Equipment has terminated, to remove it. All costs incurred by Tunstall in repossessing the Equipment shall be borne by the Customer.

6.12 Tunstall may maintain any action for the price of the Equipment whether or not ownership in them has passed to the Customer.

6.13 Each sub-clause of this clause 6 is separate, severable and distinct. If any of them are for any reason unenforceable, the others shall remain in full force and effect.

## 7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Tunstall is the Data Processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation).

7.3 Without prejudice to the generality of clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Tunstall for the duration and purposes of the provision of the Services including for the purposes of continuous development of Tunstall products and services and the Customer will promptly provide evidence of such consent to Tunstall on request.

7.4 Without prejudice to the generality of clause 7.1, Tunstall shall, in relation to any Personal Data processed in connection with the performance by Tunstall of its obligations under any Service Line:

- (a) process that Personal Data only on the written instructions of the Customer unless as necessary to allow Tunstall to comply with the UK GDPR.
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental

loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising, anonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK or European Economic Area (EEA), unless the prior written consent of the Customer has been obtained, is in accordance with Chapter V of the UK GDPR and the following conditions are fulfilled
  - (i) the Customer or Tunstall has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) Tunstall complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) Tunstall complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the provision of the Services unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.5 The Customer consents to Tunstall appointing a third-party processor of Personal Data under any Service Line. Tunstall confirms that it will enter with the

third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7.

7.6 Tunstall shall have no liability to deliver the Services in respect of any data transmitted or processed in connection with the Services which is lost or sufficiently degraded as to be unusable.

## 8. INTELLECTUAL PROPERTY

8.1 The Material shall remain within the ownership of Tunstall. Tunstall grants to the Customer a non-exclusive, irrevocable, royalty free licence to use any elements of the Material during the term of the Agreement.

8.2 In respect of Material created for the Customer as part of the Services (including any pseudonymized, anonymized data under clause 7.4(b)), Tunstall retains full ownership of such Material and any and all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished.

8.3 If any third party intellectual property rights are used in the provision of the Services, Tunstall shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for itself and the Customer.

8.4 The Customer acknowledges the right of Tunstall to the return or recovery of the Material on termination of the relevant Service Line to which such Material relates or the Agreement (as the case may be) and shall perform such acts or provide such assistance as Tunstall may reasonably require to facilitate such return or recovery.

8.5 All Material supplied by Tunstall to the Customer shall, at all times, be and remain as between Tunstall and the Customer the exclusive property of Tunstall, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Tunstall, and shall not be disposed of or used other than in accordance with Tunstall's written instructions or authorisation.

## 9. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 9

9.1 Tunstall shall not be liable for any loss or damage to the Customer arising by reason of the Services (or any part) being temporarily unavailable as a result of any cause whatsoever and shall not be responsible in any circumstances for any indirect or consequential loss or damage however arising (including but not limited to loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of use or

loss or corruption of data or information) which the Customer may sustain in connection with the services.

9.2 Nothing in these conditions excludes or limits the liability of Tunstall for death or personal injury caused by Tunstall's negligence, or for fraud or any other matter for which it would be unlawful for Tunstall to exclude or attempt to exclude its liability.

9.3 All warranties conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement and any Service Line.

9.4 If Tunstall's performance of its obligations under the Agreement or any Service Line is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation, Tunstall shall not be liable for any costs charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention, delay or failure and, without limiting its other rights or remedies, Tunstall shall have the right to suspend performance of the Service until the prevention delay or failure has been remedied and to rely on such prevention delay or failure to relieve it from the performance of any of its obligations so affected.

9.5 Tunstall shall not be liable for any indirect or consequential loss arising from the non-performance of the Services including (for the avoidance of doubt) loss of profits, loss of business, loss of anticipated savings, loss of goods, loss of contract, loss of use or loss or corruption of data or information.

9.6 Without prejudice to clause 9.2, Tunstall's total liability arising under or in connection with the Agreement and all Service Lines in any one year shall be limited to one hundred and twenty five per cent (125%) of the total charges paid and/or payable by the Customer under the Agreement and all Service Lines in such year.

## 10. DURATION OF THIS AGREEMENT

10.1 The Agreement shall commence on the Effective Date and shall continue for the Term, unless terminated earlier in accordance with clause 11, until either party gives to the other party a minimum of 90 days' written notice to terminate expiring on the end of the Term. If no such notice is provided by either party the Agreement shall continue thereafter until either party gives the other a minimum of 90 days' written notice to terminate expiring on any subsequent anniversary of the Delivery Date.

## 11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Agreement or any Service Line which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 working days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy.

11.2 Without affecting any other right or remedy available to it, Tunstall may terminate the Agreement or the relevant Service Line with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) there is a change of Control of the Customer.

11.3 On termination of the Agreement or any Service Line for whatever reason:

- (a) the Customer shall immediately pay to Tunstall all of Tunstall's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Tunstall may submit an invoice, which shall be payable immediately on receipt;
- (b) Termination of the Agreement or any Service Line shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement or any Service Line (as the case may be) which existed at or before the date of termination;
- (c) the Customer shall, within a reasonable time, return all of Tunstall's Equipment, Material and Deliverables. If the Customer fails to do so, then Tunstall may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

(d) Any provision of this agreement or any Service Line that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 12. CONFIDENTIALITY

12.1 The Customer undertakes that it shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Tunstall, its employees, agents, consultants or subcontractors or of any member of the group of companies to which Tunstall belongs and any other confidential information concerning Tunstall's business or its products which the Customer may obtain, except as permitted by clause 12.2.

12.2 The Customer may disclose Tunstall's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement or any Service Line. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The Customer shall not use Tunstall's confidential information for any purpose other than to perform its obligations under the Agreement or any Service Line.

## 13. GENERAL

13.1 Telephone network providers are switching their networks from analogue to digital. This work is due to be completed by December 2025. Customers should refer to the Guidance issued by the UK Government from time to time. Tunstall terms of supply are always subject to the availability of the requisite technology and infrastructure to support Tunstall Services.

13.2 No variation of any of the provisions of the Agreement or any Service Line shall be binding upon Tunstall unless it is in writing and signed on behalf of Tunstall.

13.3 No time or other indulgence extended to the Customer shall prejudice or amount to a waiver of any rights or remedies, which may be or become available to Tunstall under the Agreement or any Service Line.



13.4 A waiver of any right under the Agreement or any Service Line is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or failure.

13.5 If a court or any other competent authority finds that any provision of the Agreement or any Service Line (or part of any provision) is invalid, illegal or unenforceable, that provision shall to the extent required, be deemed deleted and the validity and enforceability of the other provisions of this agreement shall not be affected.

13.6 The Agreement and the documents referred to in it (including (for the avoidance of doubt) these terms and conditions) constitute the entire agreement between Tunstall and the Customer. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Tunstall which is not set out in the Agreement or a Service Line.

13.7 If any dispute arises in connection with the Agreement or any Service Line, directors or other senior representatives of the parties with authority to settle the dispute will, within fourteen days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation..

13.8 Tunstall may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement or any Service Line. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement or any Service Line without Tunstall's prior written consent.

13.9 Any notice or other communication given to a party under or in connection with the Agreement or any Service Line shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

(a) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause 13.9; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one working day after transmission.

(b) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.10 No one other than a party to the Agreement shall have any right to enforce any of its terms.

13.11 References in these terms and conditions or any Service Line to a party shall be deemed to include the agents, subcontractors, consultants and employees of that party.

13.12 Nothing in the Agreement or any Service Line is intended to or shall be deemed to constitute either party the agent of the other or authorise any party to make or enter into any commitments for or on behalf of the other party.

#### 14. FORCE MAJEURE

14.1 Tunstall shall not be liable for:-

14.1.1 any failure or delay where such failure or delay is by reason of acts of God, (including but not limited to fire, flood, earthquake, storm or other natural disaster), war, civil disturbance, national or local lockdown, strike or other labour dispute, material shortage, law, act or order of any government, or agency thereof, or any other cause or circumstances beyond Tunstall's reasonable control; or

14.1.2 any interruption to the public electronic communications network used by Tunstall or by the Customer for the provision of any Service or a Tunstall systems failure or a Tunstall systems overload caused by an unplanned and unforeseen event which places excessive levels of demand upon Tunstall infrastructure and Services.

#### 15. LAW

15.1 The Agreement, the Service Lines and any non-contractual disputes or claims arising out of the Agreement or the Service Lines shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.





# PNC/TSP Platform Subscription Service



## PNC/TSP Platform Subscription Service

### Introduction

Tunstall will provide its call and alarm handling platforms (PNC/TSP) through subscription under these terms and conditions.

#### 1. INTERPRETATION

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

**Authorised Users:** those employees, agents, independent contractors and others of the Customer who are authorised by the Customer to use the Service and the Documentation.

**Connections:** the number of the Customer's Authorised Users connected to the service through Tunstall's software or hardware provision and measured using the equipment unit ID.

**Customer:** the purchaser of the Service from Tunstall who has entered into the Agreement.

**Customer Data:** the data relating to the Connections inputted into the information fields of the Software by the Customer or by Tunstall in accordance with the Customer's instruction on the Customer's behalf, including data migrated into the Software in accordance with paragraph 6

**Documentation:** the documents made available to the Customer by Tunstall which set out a further description of the Service and the user instructions for the Service.

**Order Form:** the Tunstall form completed by the Customer identifying the Service being ordered by the customer.

**Service:** the subscription Service to the Tunstall Service Platform (TSP) provided by Tunstall to the Customer under this Service Line, as more particularly described in the Documentation.

**Service Manager:** an authorised individual appointed by Tunstall to act as the Customer's central point of contact.

**Software:** the software applications provided by Tunstall as part of the Service as more particularly described in the Documentation.

**Tunstall:** Tunstall Healthcare (UK) Limited whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR.

**Umbrella Terms:** Tunstall's PNC/TSP Umbrella Terms and Conditions that are incorporated into the agreement entered into between Tunstall and the Customer and are available for inspection at [www.tunstall.co.uk/pnc-tsp-umbrella-terms-and-conditions](http://www.tunstall.co.uk/pnc-tsp-umbrella-terms-and-conditions).

**Workstation Licence:** the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Service and the Documentation in accordance with this Service Line.

**Virus:** anything 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 all genders.

## 2. SERVICE ADMINISTRATION

2.1. Tunstall shall appoint a Service Manager, who shall have the responsibility and commensurate authority for the overall performance of the Service and to whom all questions regarding this Service Line can be referred. The contact details of the Service Manager shall be notified in writing to the Customer.

2.2. The Customer shall appoint and maintain for the duration of the provision of the Service an individual to serve as primary contact with Tunstall for the purpose of the provision of the Service. The name and contact details of the appointed individual shall be notified in writing to Tunstall.

## 3. WORKSTATION LICENCES

3.1 Subject to the Customer purchasing the Workstation Licences in accordance with paragraph 10.3, the restrictions set out in this paragraph 3 and the other terms

and conditions of this Service Line and the Umbrella Terms, Tunstall hereby grants to the Customer a non-exclusive, non-transferable right to permit Authorised Users to use the Service and the Documentation solely for the customer's internal business operations.

3.2 It is not expected that the Customer's service users (being designated users of the Customer's monitoring or similar Service in whose homes monitoring equipment is usually installed) will access the Service using a Workstation Licence. A Customer service user shall only be entitled to access the Service using a Workstation Licence if such service user has also been authorised by the Customer to be an Authorised User.

3.3 In relation to the Authorised Users, the Customer undertakes that:

3.3.1 the maximum number of Authorised Users that will access and use the Service and the Documentation at any one time shall not exceed the number of Workstation Licences it is entitled to use from time to time;

3.3.2 it shall keep a secure password for each Authorised User and that each such password shall be kept confidential;

3.3.3 it shall permit Tunstall to audit its use of the Service. Such audit may be conducted no more than once per quarter, at Tunstall's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

3.3.4 if any of the audits referred to in paragraph 3.3.3 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Tunstall's other rights, the Customer shall promptly disable such passwords and Tunstall shall not issue any new passwords to any such individual; and

3.3.5 if any of the audits referred to in paragraph 3.3.3 reveal that the Customer has underpaid Subscription Fees to Tunstall, then without prejudice to Tunstall's other rights, the Customer shall pay to Tunstall an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

3.4 The Customer shall ensure that neither it nor any of its Authorised Users accesses, stores, distributes or transmits any viruses, or any material during the course of their use of the Service that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;

- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) 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.

### 3.5 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 agreement:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) 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 the Software; or
- (b) access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or
- (c) use the Service and/or Documentation to provide Service 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 as provided under this paragraph 3.

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

3.7 The rights provided under this paragraph 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

## 4. ADDITIONAL WORKSTATION LICENCES

4.1 Subject to paragraph 10.2 and paragraph 10.3, the Customer may purchase additional Workstation Licences and Tunstall shall permit Authorised Users to use such additional subscriptions to access the Service and the Documentation in accordance with the provisions of this Service Line and the Umbrella Terms.

4.2 If the Customer wishes to purchase additional Workstation Licences, the Customer shall notify Tunstall in writing using the Order Form.

4.3 If Tunstall agrees to the Customer's request to purchase additional Workstation Licences, the Customer shall, within 30 days of the date of Tunstall's invoice, pay to Tunstall the relevant fees for such additional Workstation Licences and, if such additional Workstation Licences are purchased by the Customer part way through a year, such fees shall be pro-rated for the remainder of the relevant year.

## 5. SERVICE

5.1 Tunstall shall provide the Service and make available the Documentation to the Customer on and subject to the terms of this Service Line and the Umbrella Terms.

5.2 Tunstall shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of Tunstall or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of contractors or subcontractors.

5.3 Tunstall will, as part of the Service and at no additional cost to the Customer, provide the Customer with Tunstall's standard customer support service during normal business hours in accordance with Tunstall's Support Service Policy in effect at the time that the services are provided. Tunstall may amend the Support Service Policy in its sole and absolute discretion from time to time.

## 6. DATA MIGRATION

6.1. This condition 6 shall apply where Customer Data is stored on an existing Tunstall Service platform, or where Tunstall have otherwise agreed in its offer document to the Customer to migrate Customer Data from the Customer's previous data platform.

6.2. Tunstall shall use reasonable efforts to ensure the accurate migration of any Customer Data but gives no warranties as to the completeness or accuracy of such migration where inaccurate data has been provided by the Customer. The Customer shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details to Tunstall of any inaccuracies or omissions arising from Tunstall's errors in performing such migration in order to permit Tunstall to correct them. For the avoidance of doubt, Tunstall shall have no obligation to correct inaccuracies or omissions arising from the supply of inaccurate data by the Customer.

## 7. CUSTOMER DATA

7.1. 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.

7.2. Other than in respect of any data migration carried out by Tunstall in accordance with paragraph 6, the Customer shall be responsible for such migration, transfer, updating or other uploading of Customer Data onto the Tunstall Service platform as is required to enable the use of the Service by the Customer.

7.3. 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 of the Umbrella Terms.

## 8. THE CUSTOMER'S RESPONSIBILITIES

8.1 The Customer shall:

- (a) provide Tunstall in a timely manner with:
  - (i) all necessary co-operation and assistance in relation to this Service Line, including the provision of and access to such of the Customer's information technology and operational resource as Tunstall may require or the performance of such acts or tasks as Tunstall may reasonably require;
  - (ii) such access to the Customer's premises, systems and data, and such office accommodation and other facilities, as may be required by Tunstall; and
  - (iii) all necessary access to such information as may be required by Tunstall; to enable it to provide the Service;
- (b) have in place appropriate arrangements for a secondary site for business continuity purposes to which telephone calls will be automatically transferred where the Customer's primary site ceases to function for any reason. The Customer acknowledges that Tunstall shall have no liability to the Customer where such

arrangements have not been put in place by the Customer and, as a result, the Customer is unable to receive calls via the call monitoring Service platform.

(c) comply with all applicable laws and regulations (in particular, but without limitation, the Data Protection Act 2018, unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the United Kingdom, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom and then any successor legislation to the GDPR or the Data Protection Act 2018.) with respect to its activities under this Service Line;

(d) carry out all other Customer responsibilities set out in this Service Line or in the Umbrella Terms 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 increase its charges accordingly.

8.2 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 (including Customer Data) is free from any Viruses or other material which is malicious or technologically harmful.

## 9. PROPRIETARY RIGHTS

9.1. 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 Umbrella Terms 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 any related documentation.

9.2. 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.

## 10. CHARGES

10.1. The Customer shall pay the charges set out from time to time in the Tunstall pricing schedule.

10.2. The initial set up charges are as set out in the pricing schedule and are payable upon completion.



10.3. The Workstation Licence charges as set out in the pricing schedule are annual in advance fees.

10.4. The connection charge in any month will be calculated in accordance with the number of the Customer Connections to the Service on the 20th day of that month. Where the change in connection volume is greater than plus or minus 10% the Customer shall immediately inform Tunstall, such change may affect the volume related charges. Tunstall reserves the right to amend the per connection charge in these circumstances.

10.5. Tunstall shall include with each invoice issued to the customer a written statement setting out how the charges in the relevant month have been calculated, including the number of connections to the Service on the 20th day of the relevant month.



## Service Line – Response Disaster Recovery Service (SaaS Customers)

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### TUNSTALL RESPONSE

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#### INTRODUCTION

In this Service Line Tunstall will provide a Response Monitoring Service in the event of a Disaster.

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

**Disaster:** an unplanned and unforeseen failure (not including a Force Majeure event) of the Customer's principal Social Alarm monitoring service where no onsite/ local back-up is available 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 Customer's Social Alarm monitoring service centre in the event of flood, fire, gas, bomb warning or other situation in which the emergency services require evacuation that prevent the Customer from conducting its monitoring business.

**Disaster Recovery Period:** a maximum of 10 hours following any Disaster unless extended by agreement.

**Equipment:** the Customer's equipment including the Customer's Social Alarm and the Customer's monitoring receiving centre that are compatible with Tunstall's monitoring/receiving centre system.

**Response Monitoring Service:** the service provided by Tunstall under terms set out at [www.tunstall.co.uk/response-monitoring-services](http://www.tunstall.co.uk/response-monitoring-services) as amended by clause 2.4(b) when invoked in accordance with the terms of this Service Line.

**Contact:** means individual(s) or organisation who have been so named and have given consent to the Customer for Tunstall to contact them, for them to take appropriate action in the event of an activation under any Response Service Line.

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

**Service Agreement:** means a contract entered into between the Customer and a supplier for the maintenance and repair of the Equipment.

**Social Alarm:** a system providing 24 hour facilities for alarm triggering, identification, signal transmission, alarm reception, two-way speech communication, reassurance and assistance.

**Service User:** a designated user of the Customer's Response Monitoring Service in whose home Equipment is normally installed.

**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](http://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 Response Monitoring 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. Where invoked in accordance with clause 2.3, Tunstall shall provide a Response Monitoring Service to receive requests for help and assistance from Service Users via the Social Alarm and communicate these requests for help to the customers and/or Service Users Contact 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 Response 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 Response 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, the Customer may invoke the Response Monitoring Service by calling Tunstall on the dedicated telephone number provided by Tunstall for the purpose giving the following information:

- a. the Customer's 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.

2.4. Where the Response Monitoring Service has been invoked by the Customer, Tunstall will:

- a. login to the Customer's SaaS provided by Tunstall in respect of which this Service is provided; and

b. perform its obligations set out at [www.tunstall.co.uk/response-monitoring-services](http://www.tunstall.co.uk/response-monitoring-services) using a single operator terminal subject to the variations in Schedule 1.

2.5. The Customer acknowledges that;

a. the Response 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 Service; and

b. Tunstall Response Disaster Recovery Service is not intended as a substitute for or replacement of the Customer's own business continuity plan.

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

- i) one or more other customers may either have invoked use of or be using the services at the time of invocation by the Customer;
- ii) Tunstall shall operate in accordance with priorities determined by Tunstall (acting reasonably);
- iii) the Customer shall cooperate with Tunstall; and
- iv) Tunstall shall use its reasonable efforts to provide the Service in accordance with the priorities determined by Tunstall as aforesaid or in accordance with its ability to do so under the circumstances which exist at the time when the request to invoke the Response Monitoring Service is made by the Customer.

2.6. Tunstall will treat all information received by it in relation to any resident regarding keyholders, Contacts and personal circumstances as confidential.

2.7. When the Response Monitoring Service is called upon by the Customer, it will be carried out by Tunstall for a maximum of 10 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 Response 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 (b) or 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. 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 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 Umbrella Terms.

### 4 THE CUSTOMERS RESPONSIBILITIES

4.1 The Customer shall:

- a. provide 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 Response 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 Response Monitoring Service;
- b. comply with all applicable laws and regulations (in particular, but without limitation, the Data Protection Act 2018) 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 Tunstall's Response Umbrella Terms 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 Response Monitoring Services, comply with its obligations under the Response Monitoring Service terms set out at [www.tunstall.co.uk/response-monitoring-services](http://www.tunstall.co.uk/response-monitoring-services)

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. Should the Response 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 Response 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. In the event of a Disaster affecting the Customer, the Customer shall immediately place 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 Customer's facility should it suffer a Disaster and shall keep Tunstall informed of the progress in restoring service at the Customer's site. Such information shall include estimated duration of the problem and notification when appropriate personnel arrive on site to rectify the problem.

4.5. 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. 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;
- ii. Planned works;
- iii. Planned upgrades;

- iv. Maintenance activities;
- v. Minor Equipment failure;
- vi. Effects on or evacuation of the Customer's premises due to meetings, infestation, refurbishment works, building works, cleaning operations etc.; or
- vii. Fire alarm testing.

4.6 The Customer shall have in place appropriate support arrangements with their communication provider.

4.7 During the performance of the Response 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 Response 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 Response Monitoring Service. Except as expressly stated herein, neither this Service Line or the Tunstall's Response Umbrella Terms 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 Response Monitoring Service or any related documentation.

5.2 Tunstall confirms that it has all the rights in relation to the Service and the Response 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

6.1 The Customer shall pay the annual retainer for the Service 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.

6.2 Where the Response Monitoring Service has been invoked in a Disaster, the Customer shall pay an additional charge for Response Monitoring Service for the period during which the Service is provided ('the Disaster fee') at the rate that is 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 together with any applicable VAT.

6.3 Invoice frequency for the Disaster fee: 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, the month end following the Disaster on a rolling basis.

6.4 Tunstall Response Disaster Recovery Service shall automatically renew unless cancelled in accordance with clause 10 of the Tunstall's Response Umbrella Terms, before expiration of the existing term.

## Schedule 1

Variations to Tunstall Response Monitoring Service terms set out at [www.tunstall.co.uk/response-monitoring-services](http://www.tunstall.co.uk/response-monitoring-services)

The following clauses are deleted;

clause 2.2 (remote release safes);  
clause 7 (charging); and  
clause 3.3 (archiving data)

The following clauses are amended;

In clause 2.1 after “24 hours a day, 365(6) days a year” insert “available from notification from Tunstall under clause 2.4(b) of Response Disaster Recovery Service terms until notification of the end of the Disaster or the expiration of the Disaster Recovery Period”.

The following clauses are added;

Not used.