

Reliance Protect – Lone Worker Services Standard Terms & Conditions

GCloud 15 Framework Agreement Lot 2b



The terms set out as below ("Terms") in addition to the Order Form to which they are attached, and the Call-Off contract under the G-Cloud 15 Framework Agreement, set out the entire agreement between the parties for the provision of lone worker services by Reliance High-Tech Limited ("Reliance") to the Customer (the "Agreement").

1 DEFINITIONS

- 1.1 Words and expressions defined in these Terms shall have the meaning given to them in these Terms. In addition:

Authentication means the process of confirming the identity of employees of the Customer through, but not limited to, the use of passwords or codes, written requests from authorised email addresses, requests on company headed paper signed by an authorised person, telephone calls made directly from Reliance to authorised mobile phone numbers, questions and answers, confirming date of birth.

Authorised User means any employee of the Customer to whom the Customer has provided a Device in order for such employee to benefit from the Services.

Call-Off Contract means the form of contract included within Lot 2b GCloud 15.

Commencement Date is the commencement date of the Services and is detailed in the Order Form.

Customer means the organisation detailed in the Order Form.

Customer Contact is the key, primary contact for the Customer.

Delivery Address is the address in the Contract Details of the Order Form, unless agreed otherwise between Reliance and the Customer.

Device means the lone worker protection monitoring device or smartphone application provided to the Authorised User by Reliance.

Early Termination means the termination of the Agreement prior to the end of the Initial Term.

Initial Term means the duration of the Agreement as stated in the Order Form.

Price is the monthly charge per Device as defined in the Order Form.

Services means the provision of lone worker devices; monitoring (including Surveillance), escalation and tracking services, mobile phone network communications, training, management reports, online portal, any other services supplied in connection with these services.

Surveillance means the monitoring of audio and/or video of an Authorised User through a Device by Reliance where neither the Authorised User nor the Device through automated alarm activation features have activated an alarm.

Term is the duration of the Agreement for Reliance to provide the Services which shall include the Initial Term and any extensions to the Initial Term pursuant to clause 11.1.

Trial means the Customer's use of the Services for a limited number of days free of charge.

- 1.2 Words and expressions that are not defined in these Terms shall have the meaning given to them in the Call-Off Contract.

- 1.3 If there is a conflict between these Terms and the Call-Off Contract, the terms of the Call-Off Contract shall prevail.

2 PROVISION OF SERVICES

- 2.1 Reliance shall only perform Surveillance of an Authorised User upon request by the Customer contract manager as detailed on the Order Form and subject to successful Authentication of that contract manager.

- 2.2 Reliance shall, during the Term, give the Customer access to an online portal for use in connection with the Services including for contract administration purposes and to enable the Customer to manage the information required by Reliance to provide the Services. Reliance reserves the right to alter the information made available or to suspend or withdraw such access at any time without notice and without any liability on its part. Access to the online portal may be subject to acceptance by the Customer of website terms and conditions of use.

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3 TRIALS

- 3.1 If Reliance has given the Customer access to a Trial, the following clauses 3.2 – 3.5 apply.
- 3.2 Unless otherwise agreed in writing between Reliance and the Customer, the trial period shall be for a maximum of 30 days.
- 3.3 This Agreement for the Services as detailed in the Order Form shall automatically continue following expiry of the trial period unless terminated by the Customer on giving notice in writing to Reliance at any point prior to expiry of the trial period.
- 3.4 If the Customer terminates the Trial prior to expiry of the trial period and no purchase has been made for the ongoing Services, the Services will cease on expiry of the trial period. All personal data provided by the Customer to Reliance for the purposes of the Trial will be deleted within 7 days of the Trial ending.
- 3.5 In the event that the Customer terminates the Trial before the end of the trial period, it is the Customer's responsibility to return the Devices to Reliance in their original packaging. The Customer agrees that Devices not returned or returned damaged will incur a unit charge of £119.99 for the both the ID+ and Pulse+ Devices. The Customer shall pay Reliance any charges incurred under this clause within 30 days of date of invoice.

4 DEVICES

- 4.1 Unless agreed to the contrary, delivery of the Devices shall take place to the Customer's nominated Delivery Address. The Customer is responsible for the Devices and for their proper use. If any Device is lost, misused, destroyed or damaged whilst under the control of the Customer or an Authorised User, the Customer shall pay Reliance's charges for its replacement or repair and reconnection (details of which are available on request from Reliance). The Customer must not interfere with the Devices nor permit anybody other than Reliance or a third party authorised by Reliance to do so.
- 4.2 The Customer shall ensure that Authorised Users only use the Device or Devices they have been given access to.
- 4.3 Notification of non-delivery of any Device must be made in writing to Reliance in accordance with clause **Error! Reference source not found.** within 7 days of the date that Reliance advises the Customer that the Devices are to be delivered. If the Customer fails to notify Reliance of non-delivery within this period, the Customer shall be deemed to have received all of the Devices.
- 4.4 The Customer acknowledges that each Device shall remain the property of Reliance during the Term and thereafter, but it is the responsibility of the Customer to keep the Devices safe until they are delivered back to Reliance at the end of the Term or upon Early Termination in accordance with clause 4.5.
- 4.5 The Customer shall (at the Customer's risk and expense) return all Devices and associated peripherals to Reliance within 30 days of the end of the Term or date of Early Termination. Devices not returned, or returned but damaged beyond economic repair, will be subject to a fee of £119.99 for both the ID+ and Pulse+ Devices. Any Devices not returned to Reliance within the 30 days will be deemed not returned and charges levied accordingly. The Customer shall pay Reliance any charges incurred under this clause within 30 days of date of invoice.

The day-to-day battery life of Devices will depend on, but not be limited to, factors including the Device configuration, the environments they are exposed to, day to day usage and charging patterns, and age of the Devices. New Devices are designed to last at least 24 hours between charges in a vast majority of environments and usage patterns, and in many cases greatly exceed this. This excludes the smartphone applications where the associated variables, including those not related to the Reliance smartphone application, could impact smartphone battery performance to far greater degrees.

5 SERVICE AVAILABILITY

- 5.1 During the Term, Reliance shall use reasonable endeavours to ensure that:
- (a) the Services are accessible by the Customer within the range of base stations making up the mobile telecommunications network supporting the Services on a 24-hour, 7 day a week basis, details of which are available on request; and
 - (b) the Customer has access to and use of the Services, subject to routine and emergency maintenance, repairs, configurations or upgrades of the same.
- 5.2 Reliance shall have no liability to the Customer for the Customer's inability to access or for errors in the functioning of the Services which are attributable to any of the following: operator error; provision of incorrect information by the Customer; incompatible Customer hardware, incompatible or obsolete Customer software, power failures; malicious

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interference; any downtime or outages from any subcontractor or other lack of coverage of the mobile telecommunications network used for the purpose of providing Services.

- 5.3 The Services are only available to Devices located, and connected to the mobile phone networks, in the United Kingdom and the Republic of Ireland.
- 5.4 Where the escalation element of the Services involves reporting an incident to the police, Reliance cannot guarantee that the police will respond to the incident. An incident will be reported to the Police in line with the guidelines detailed in the National Police Chief's Council (NPCC) Police Response to Security Systems Policy. An incident will not be reported if, in Reliance's sole discretion, the location of the Authorised User cannot be established with reasonable certainty. Incidents from Devices located in the Republic of Ireland (ROI) are not covered by the NPCC guidelines and are therefore reported to the ROI Police via different escalation processes.
- 5.5 The Devices and Services are BS8484 compliant unless specified in the accompanying Order Form and, or, any associated commercial proposal. Furthermore, in line with BS8484 requirements, the Devices will attempt to establish a connection with the monitoring centre a maximum of nine times.

6 SUPPORT AND MAINTENANCE

- 6.1 The Customer has nominated a contact ("Customer Contact") to consolidate the Customer's queries regarding the Services and details of the Customer Contact are set out in the Order Form. The Customer shall inform Reliance of any changes to the Customer Contact details. Reliance shall not be under any obligation to respond to general queries raised by representatives other than the Customer Contact.
- 6.2 Reliance will supply the Customer with a helpdesk in the form of a telephone number and email address which will be manned during Reliance's business hours which are Monday to Friday from 08:00 to 18:00 ("Helpdesk"). The Customer shall direct all Services queries to the Helpdesk.
- 6.3 Reliance will promptly acknowledge receipt and respond to any problems with the Services notified to it via the Helpdesk and as soon as reasonably practicable investigate the reported problem and thereafter use its reasonable endeavours, taking into account the severity level of the problem, to promptly correct such problem.
- 6.4 If Reliance is of the opinion that it cannot resolve the problem or provide a workaround to the problem, Reliance shall notify the Customer. If the failure substantially hinders or prevents the Customer from using a material part of the functionality of the Services for a period of 40 days or more, the Customer shall be entitled to terminate this Agreement forthwith by written notice to Reliance. Reliance will make a pro-rata refund of the Price paid by the Customer reflecting the unexpired period covered by such Price.
- 6.5 The problem resolution service in clauses 6.3 and 6.4 shall not include the provision of services for problems attributable to any of the circumstances listed in clause 5.2. Should Reliance agree to provide any support that falls within such exclusion, Reliance shall be entitled to make an additional charge in accordance with its standard scale of charges from time to time in force.
- 6.6 Reliance shall be entitled to suspend access to the Services:
 - (a) on reasonable notice to the Customer for such period as may be reasonably required for maintenance, repairs or improvements; and
 - (b) without prior notice to the Customer for exceptional operational reasons.

7 CUSTOMER RESPONSIBILITIES

- 7.1 The Customer shall provide Reliance with such information, services, support and other assistance as may be reasonably required by Reliance in its provision of the Services.
- 7.2 The smartphone software applications are compatible with Android version 7.0 and above, and Apple iOS Version 13 and above operating systems. Where Reliance has provided online access to download smartphone software applications, it remains the responsibility of the Customer to ensure it downloads the correct software version and provides compatible hardware to access the Service.
- 7.3 The Customer shall note that the capability of the smartphone software applications varies according to the hardware and version of operating system on the hardware. These factors may affect:
 - (a) to be remotely accessed by the Reliance monitoring centre to establish/request a location in the event of an incident, or an authorised request from the Customer;

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- (b) the capability for the Reliance monitoring centre to initiate a message and/or call and listen discreetly in the event when a message and/or call from the smartphone software application is prematurely terminated, or there is an authorised request from the Customer;
 - (c) the ability for the smartphone to automatically generate alarm voice calls and alarm event messages into the Reliance monitoring centre.
- 7.4 The Customer shall provide Reliance with the names of all Authorised Users and any other details regarding such Authorised Users as Reliance may reasonably require from time to time for the provision of the Services. The Customer shall promptly (i) provide Reliance with any changes to these details or (ii) update such details via the online portal where the Customer has access to this facility throughout the Term.
- 7.5 The Customer shall, and shall procure that each Authorised User shall:
 - (a) observe and comply with all the reasonable directions of Reliance;
 - (b) not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature;
 - (c) not cause any nuisance, annoyance or inconvenience to any third party by any use or misuse of the Services;
 - (d) not act in any way whether knowingly or otherwise which will impair the operation of all or part of the Services;
 - (e) not be involved in or knowingly, recklessly or negligently permit or negligently allow any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Services by corrupt or dishonest or illegal means at any time and shall notify Reliance immediately upon the Customer or the Authorised User (as the case may be) becoming aware of or suspecting such activity.
- 7.6 The Customer shall procure that, prior to receipt of a Device, each Authorised User:
 - (a) expressly acknowledges and agrees that its use of the Services and a Device will enable Reliance to obtain such Authorised User's approximate geographical location which will be used for the purpose of providing the Authorised User with emergency assistance and, where applicable, providing the Customer with location information;
 - (b) has properly completed and returned/submitted the user profile information form supplied to the Customer by Reliance; and
 - (c) confirms that it shall maintain the accuracy of their user profile information throughout the Term.

8 TRAINING

- 8.1 Authorised Users are required to undertake initial training prior to using the Device. The training shall be delivered either by Reliance training staff, Reliance online eLearning, or Customer authorised trainers who have undergone a Reliance "Train the Trainer" course.
- 8.2 Where the Customer procures 10 or more Devices, Reliance will provide free of charge training both for the initial implementation and throughout the Term. This training can be delivered face to face or remotely via web conferencing and other media. The training includes end user training (maximum 15 delegates per session), Super User manager training (maximum 10 delegates per session) or Train the Trainer training (maximum 10 delegates per session). If attendance levels fall below an average of 10 attendees for end user training during the initial implementation or at any stage during an ongoing training programme, Reliance reserves the right to charge for future training sessions at the rates in force at that time, including travel and accommodation expenses at cost to Reliance.
- 8.3 Where the Customer procures less than 10 Devices, all training provided by Reliance will be provided via eLearning or web conferencing. Any training delivered face to face during the Term shall be subject to charges at the rates in force at that time.

9 CONTRACT PRICE

- 9.1 Reliance will invoice for the Services per Device monthly in arrears throughout the Term or the full contract value at the outset, as agreed between the parties and documented in the Order Form.
- 9.2 The Price is calculated on the basis of each Device being used for no more than 10 minutes duration of calls, 10 text messages, and 2 Mega Bytes of data per calendar month. Reliance reserves the right to charge for any usage in

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excess of these limits at Reliance's standard excess rates in force from time to time. Details of these are available on request.

10 WARRANTIES

- 10.1 Reliance warrants that (subject to the other provisions of this Agreement)
- (a) upon delivery and for the Initial Term the Devices will be free from defects in materials and workmanship;
 - (b) it shall use reasonable skill and care in the provision of the Services; and
 - (c) it shall perform the Services in accordance with all applicable legislation and in all material respects, any UK codes of practice relevant to the provision of the Services.
- 10.2 Reliance shall not be liable for a breach of warranty under clause 9.1 unless:
- (a) the Customer gives written notice of the defect to Reliance within 14 days of the time when the Customer discovers or ought to have discovered the defect; and
 - (b) Reliance is given a reasonable opportunity after receiving the notice of examining such Devices and the Customer (if asked to do so by Reliance) returns such Devices to Reliance's Principal Place of Business at the Customer's cost for the examination to take place there.
- 10.3 If any Device does not comply with the warranty set out in clause 9.1 ("Defective Device"), then, subject to clauses 9.2 and 9.4, Reliance shall at its cost, expense and discretion use all reasonable endeavours either repair or replace the Defective Device.
- 10.4 Reliance shall not be liable for a breach of warranty under clause 9.1:
- (a) to the extent that it is attributable to further use of such Device after giving notice pursuant to clause 9.2 (a);
 - (b) if the defect arises because the Customer failed to follow Reliance's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Device;
 - (c) that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the Device was not designed or intended by Reliance;
 - (d) if the Customer alters or repairs such Devices or any part thereof without the written consent of Reliance; or
 - (e) the Device fails following expiry of the Initial Term.
- 10.5 If Reliance complies with clause 9.3 it shall have no further liability for a breach of the warranty in clause 9.1 in respect of such Devices.
- 10.6 Devices that are Defective Devices for the reasons specified in 9.4 will incur charges for repair or replacement at Reliance's standard rates.
- 10.7 Any repaired or replacement Devices will be guaranteed on these terms for the unexpired portion of the warranty period as set out at 9.1 above.
- 10.8 If Reliance receives written notice from the Customer of any breach of the warranties at clause 9.1, then Reliance's sole liability shall be, at its sole discretion, to:
- (a) remedy the breach within a reasonable time and without charge to the Customer; or
 - (b) refund to the Customer such proportion of the Price as shall correspond to the period during which the breach took place.
- 10.9 No warranty is made regarding the results of usage of the Services or that the Services will meet the Customer's requirements or that the Services will operate uninterrupted or error free.
- 10.10 Except as expressly stated in this Agreement all other warranties, representations (unless made fraudulently), terms and conditions are excluded to the fullest extent permitted by law.

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11 DURATION AND EARLY TERMINATION

11.1 Notwithstanding the absence of a written notice from the Customer pursuant to clause 15.2 of the Call-Off Contract, this Agreement shall renew automatically following expiry of the Initial Term for successive periods of six months unless or until either party serves notice in writing to the other at least ninety days prior to expiry of the Initial Term or any subsequent renewal period.

11.2 On Early Termination of this Agreement:

- (a) any Contract Price that would have been payable to Reliance under this Agreement but for such Early Termination shall immediately become payable together with an administration charge equivalent to one month's Contract Price; and
- (b) any outstanding Contract Price shall immediately become payable.
- (c) the Customer shall return at its risk and expense to Reliance at Reliance's specified address all Devices and associated peripherals provided by Reliance during the term of this Agreement, as per clauses 4.4 and 4.5.