

**Scope: - This document refers and relates to all Services offered and undertaken by Gallinet Limited detailing terms and conditions of Service under headings.**

Section One: - General Conditions of Contract, all Services.  
Section Two: - PeopleHours™ Monitored Service, provision of Control Room Services.  
Section Three: - BS 7858 Employee Vetting and Screening Services  
~~Section Four: - Additional Conditions of Contract for Self-Hosted Customers. [Removed 21/05/2018]~~  
Section Five: - Gallinet TelMe terms and conditions

## **SECTION ONE**

### **General Conditions of Contract, all Services.**

**THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON THE CUSTOMER UPON USE OF THE PEOPLEHOURS™ SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE" OR "THE SYSTEM"). THE CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE USING THE SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER", "ITS" "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT USE THE SERVICE AND CONTACT GALLINET TO TERMINATE YOUR CONTRACT.**

#### **1) DEFINITIONS**

*Assignment* – for the purpose of calculating Gallinet’s chargeable monitoring units, means a single geographic location / mobile patrol driver / business location / operational role.

*Book on call* - means the communication from the Customer’s employee to confirm their arrival for duty at a given location and/or time.

*Brexit* - means that during the Term of this Agreement pursuant to Article 50 of the Treaty of Lisbon the UK leaves the European Union.

*Business Day* – a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

*CallTaker* – Means the automated service operated by Gallinet that receives and records communications from the Customer’s employees.

*Check Call* – means the regular communication from the Customer’s employee to the Control Room or the automated Service to confirm their wellbeing at that moment in time.

*Confidential Information* - means confidential commercial, financial, marketing, technical, electronic or other information of whatever nature, including, know-how and trade secrets and all other information in any form or medium whether disclosed orally, in writing, in the form of machine readable code or embodied in hardware or any other physical medium, which is disclosed before or after the date of Service or any Sales Agreement or which is produced from such information, provided that the Confidential Information is not in or has not entered the public domain and is not generally available to the public.

*Control Room* – means the primary location from where Gallinet operates its monitoring Services.

*Control Room Services* – means the provision of employee and assignment or location monitoring Services performed on the Customer’s behalf to include, but not limited to, the receipt of Check Calls from the Customer’s employees, receipt and recording of messages from the Customer’s employees and Customers and any other third party.

*Customer* – means the organisation or person or employed staff, agents, or subcontractors thereof who have purchased goods or Services or entered into a Sales Agreement or makes use of the Services.

*Customer Data* – means any data, information, or other materials of any nature whatsoever, provided to Gallinet by the Customer in the course of implementing and/or using the Service.

*Downtime* - means any Service interruption in the availability to Customers of the Hosted Website.

*Electronic Communication* – means any form of data or digital communication sent by via a network, including but not limited to e-mail and/or communications sent via mobile devices.

*Escalation* – means a set of instructions provided by the Customer forming actions to be taken by controllers during missed call events or on the receipt of alarm activation notifications or general incidents.

*Gallinet* – means Gallinet Limited incorporated and registered in England with company number 5168841, whose registered office is at St Thomas House, 83 Wolverhampton Road, Cannock, WS11 1AR.

*General Conditions of Contract* – these terms and conditions as amended from time to time.

*Hosted Service* – means any Service provided to the Customer that resides on Servers and equipment that is solely and exclusively controlled by Gallinet or its agents.

*Hosted Website* – means any website provided to the Customer that is solely and exclusively controlled by Gallinet or its agents.

*Intellectual Property Rights* – means intellectual property rights, patents, trademarks, design rights, rights to inventions, domain names, right in get-up, goodwill, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights, protections or obligations, whether registered or not in any part of the world now or in the future.

*IP address* - stands for internet protocol address which is the numeric address for the Server.

*ISP* - stands for internet Service provider.

*Pre and Post Times* – means the number of minutes a Customer has defined either side of a scheduled call time during which a call should be made.

*Sales Agreement* – the agreement for Services between Gallinet and the Customer incorporating these General Conditions of Contract.

*Self-Hosted Service* – means any Service provided to the Customer that resides on Servers and equipment that is within the primary control of the Customer.

*Server* - means the computer server equipment operated by Gallinet in connection with the provision of the Services.

*Service* - means web hosting, PeopleHours™, support, maintenance, error correction and any other Services or facilities provided to the Customer by Gallinet as set out in the Service Specification.

*Service Specification* – means any statement of work, quotation or similar document describing the Services [or goods] and price to be provided by Gallinet to the Customer.

*SIA* – means Security Industry Authority.

*Software* – means any program provided to the Customer by Gallinet but more specifically described in the Service Specification and all updates, upgrades, releases and versions thereof, including:

- (a) the source code and object code; and
- (b) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface.

*Virus* - means a computer program that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs that is malicious or technologically harmful or otherwise

overwrites, destroys, alters or corrupts data, causes damage to the Customer's files or creates a nuisance or annoyance to the Customer and includes without limitation computer programs commonly referred to as "worms" or "Trojan horses".

*Website* - means [www.gallinet.com](http://www.gallinet.com) or any other on-line address that Gallinet may advise the Customer of from time to time.

Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

The headings of the paragraphs of these General Conditions of Contract are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any Sales Agreement or these or any other terms and conditions.

## 2) SERVICE SPECIFICATION

- a) Before the commencement of any Services the Customer will submit a specification of requirements and Gallinet shall then specify the Services to be performed and the fees payable. The Customer shall notify Gallinet immediately if the Customer does not agree with the fee payables for the Service Specification.
- b) Gallinet shall use all reasonable endeavours to complete the Services within reasonable or estimated time frames if defined but any such time frames or performance dates shall be estimates only and time shall not be of the essence of the Sales Agreement.

## 3) ALTERATIONS TO SERVICE SPECIFICATION

- a) If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- b) The parties may at any time mutually agree upon and execute new Service Specifications.
- c) Any alterations in the scope of Services to be provided shall be set out in a Service Specification, which shall reflect the changed Services and fees and any other terms agreed between the parties.
- d) The Customer may at any time request alterations to the Service Specification by notice in writing to Gallinet. On receipt of the request for alterations Gallinet shall advise the Customer in writing of:
  - i) the effect of such alterations, if any, on the fees and charges;
  - ii) the likely time required to implement such change; and
  - iii) the likely impact on other terms already agreed between the parties.
- e) Where Gallinet gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise Gallinet in writing whether or not it wishes the alteration to the Service to commence.

## 4) MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

- a) Gallinet reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof).
- b) In the event that Gallinet modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, Gallinet, at the Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to the Customer.
- c) In the event that Gallinet is unable to substantially restore such functionality, within thirty (30) days the Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license or Service fees paid under the Agreement for use of the Service which was paid for by the Customer but not yet furnished by Gallinet as of the date of such termination.
- d) The Customer acknowledges that Gallinet reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. The Customer agrees that Gallinet shall not be liable to the Customer or to any third party for any modification of the Service as described in this agreement subject to the provision of 90 days prior notice.

- e) In the event of Brexit, if either Party considers that the consequences of Brexit materially increase the costs of it performing its obligations under this Agreement and/or reduces its income under this Agreement and/or otherwise adversely affects the benefit it derives from this Agreement, such Party may give notice to the other of the same, and shall promptly supply such details and evidence of such consequences as may reasonably be required by the other Party). Within fourteen (14) days of the other Party receiving such notice, the Parties shall discuss in good faith and agree whether any amendments are required to this Agreement as a result of Brexit, such that the provisions of this Agreement maintain the same overall balance of obligations, benefits, liabilities and risk between the Parties as applied at the date of this Agreement. The Parties agree that the imposition of tariffs and other trade barriers relating to the subject matter of this Agreement and not in existence at the date of the Agreement shall be considered a change in the overall balance.

**5) BESPOKE DEVELOPMENT**

- a) Without prejudice to any other rights to which Gallinet may be entitled:
- i) in the event that the Customer terminates or cancels the Services agreed to in the Service Specification, the Customer shall be required to pay to Gallinet as agreed costs (and not as a penalty) the full amount of any third party costs to which Gallinet has committed; and
  - ii) in the event of a cancellation on less than five Business Days' written notice the Customer shall be required to pay to Gallinet as agreed costs (and not as a penalty) the full amount of the Services contracted for as set out in the Service Specification,
- and in each case the Customer agrees this is a genuine pre-estimate of Gallinet's losses in such a case.
- b) For the avoidance of doubt, the Customer's failure to comply with any obligations under this clause 5) shall be deemed to be a cancellation of the Services and subject to the payment of the damages set out in this clause 5).

**6) SIA LICENSE VERIFICATION SERVICE**

- a) The SIA license verification Service feature contained within PeopleHours™ obtains and presents information as published by the SIA without modification. The Customer accepts that Gallinet cannot be responsible for the accuracy, timely delivery or availability of the Service.
- b) Charges applied for the license verification Services are generated by and for Gallinet attempting to connect to the SIA and may be applied regardless of the success or failure of such attempts.
- c) For the avoidance of doubt, SIA records are public domain and charges applied relate to data delivery and automation only and not the actual data content.
- d) As the SIA license verification Service is provided by a third party, Gallinet reserves the right to withdraw this Service upon the expiry of the third party Service or contract without notice.

**7) SENDING, RECEIVING AND CONTENT OF SMS AND E-MAIL**

- a) Using the Short Message Service (SMS), the Customer can send text messages to mobile devices via the UK telecommunications networks. Text messages will be sent based on state-of-the-art technology within the realm of existing technical and commercial possibilities, with a median probability to reach their recipient of 95% (per annum).
- b) Gallinet sends the text message to the Internet. Gallinet assumes no responsibility and accepts no liability for forwarding the text message nor for the correct display of the SMS at the recipient's end.
- c) The Customer shall not, neither in form, content or intent of any text message, violate laws, regulations and/or third party rights.
- d) The Customer expressly agrees and warrants d) not use this Service to send any text messages:
- i) of a pornographic, obscene, offensive or violent nature.

- ii) that glorify violence or that encourage others to commit crimes;
  - iii) that offer or contain any kind of explicit, pornographic and/or erotic Services or content; or
  - iv) that would in any way be deemed to cause offence or breach any laws or legislation.
- e) For each individual violation of this clause 7), Gallinet reserves the right to claim a contractual penalty of up to £2,000. This does not affect the ability of Gallinet to seek further damages or losses..
- f) In the case of breach of this clause 7) by the Customer, Gallinet shall be entitled to:
- i) refuse relaying the text message;
  - ii) to immediately delete the text message;
  - iii) to lock internet access, webpages; and/or e-mail accounts; and/or
  - iv) cancel contracts without prior notice.
- g) Gallinet shall not be obliged to verify the Customer's compliance with this clause 7).
- h) In case a text message by the Customer violates this clause 7) or any third party rights, the Customer shall be liable towards Gallinet for all direct and indirect losses that may result from this violation, including (but not limited to) financial loss, loss of profits, loss of business, loss of contract, loss or corruption of data, and consequential or pure economic loss, costs, damages, charges or expenses.
- i) The Customer agrees to indemnify Gallinet for all losses incurred resulting from a breach of this clause 7).
- j) The Customer shall not make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include but not be limited to sending large numbers of electronic mails with the same content, commonly referred to as "spamming".
- k) The Customer shall not send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available.
- 8) GUARD PATROL SYSTEM, THIRD PARTY DEVICE MONITORING & AUTOMATED ALARM NOTIFICATION SERVICES.**
- a) Gallinet provides a monitor only Service for Customers own guard patrol monitoring systems and will respond to alarms transmitted to Gallinet's Control Room in the manner described in the escalation/action plan for the unit in alarm.
- b) The Customer has sole responsibility for the configuration and administration of all guard patrol software and hardware to include the generation of all reports, adding of location tags, assignments, training and software support.
- c) Gallinet reserves the right, without notice, to disable any unit(s), block the receipt of alarms or disregard alarms received where sites, assignments or devices are found to be generating four or more erroneous, false or intelligible alarms during a single 12 hour period.
- d) It will be the responsibility of the Customer to provide written assurance to Gallinet that any unit or device that has been the subject of a disconnection is now functioning correctly before it is returned to Service or a request to unblock or disable receipt is made. Where the controlling software so allows personal panic alarm features will not be subject to such disconnections without advance notification to the Customer's representative.
- e) Gallinet reserves the right to pass on to the Customer all costs incurred in the event of communications blocks having to be applied or removed in addition to reasonable administration charges of their own.

- f) Gallinet may provide Services monitoring other third party devices, in such cases additional terms and conditions specific to such devices may apply and the Customer should satisfy themselves as to the suitability and acceptability of such terms prior to the commencement of any such Services.

**9) STORAGE LIMITS.**

Gallinet currently limits the amount of single compressed database storage to 1 GB. Gallinet reserves the right to reduce by means of data archiving or file size optimisation database storage in excess of this limit.

**10) HOSTING SERVICE LEVELS**

- a) Gallinet shall use its reasonable endeavours to make the Services available to the Customer.
- b) Due to the nature of the Services being provided by means of computer and telecommunications systems, Gallinet makes no guarantees, warranties or representations that the Service will be uninterrupted or error-free.
- c) Gallinet shall not, in any event, be liable to the Customer for interruptions of Service or Downtime of the Server.
- d) The Customer is responsible for the appointment of their own ISP and Gallinet is not responsible for the performance, failure and speed of connection, interruption or other errors caused by the Customer's ISP or the Customer's equipment, hardware or network.

**11) CUSTOMER SELF HOSTING**

Gallinet does not provide its systems or software as a self-hosted deployment model.

**12) GALLINET SERVER HARDWARE**

- a) Gallinet operates 24/7, 365 days a year Server support with an alternative backup Server in the event of a main Server failure.
- b) The Customer Data is backed up by Gallinet to an alternative Server on a monthly basis as standard.
- c) In the event of a Server failure Gallinet shall use reasonable endeavours to respond within 12 hours and re-connect to the alternative Server within 18 hours. Customers must satisfy themselves as to the suitability of the response times as applicable to their own organisation, business continuity and contractual or legal obligations and make whatever arrangements they feel may be necessary.

**13) SUPPORT SERVICE LEVELS AND RESPONSE TIME**

- a) Standard Hours Cover - The standard level of support cover is Monday to Friday 09:00 – 17:00 excluding Public Holidays. Requests for Service support received outside of contracted hours will be dealt with on the next Business Day.
- b) Enhanced Hours Cover – Additional cover can be provided by specific arrangements and in all cases will be defined in a separate agreement.
- c) Contact Details - The Control Room is manned 24/7, 365 days a year, including Bank Holidays. The telephone number is 01384-237 333 or such other numbers that Gallinet may publish from time to time.
- d) All reported errors in the Service shall be classified in accordance with the following schedule and handled depending on the severity that it is causing to the system. The severity classification shall be used to determine the response time for returning the system to its fully operational state. Target times will commence from the next Business Day for Standard Hours Cover and on receipt of call in the case of Enhanced Hours Cover. The severity classification shall be:

*(i) Class A: Critical. Any Software or Service problem resulting in serious loss or degradation of Service or serious loss of functionality;*

*(ii) Class B: Urgent. Any Software or Service problem that reduces system security or data integrity, or which represents a serious threat to Service;*

*(iii) Class C: Non-urgent. Low level Software or Service or procedural problems requiring resolution in defined time scales;*

*(iv) Class D: Low. Other low level Software or Service or procedural problem*

e) The following targets shall be adopted by Gallinet for returning the system to its fully operational state:

*(i) Class A: within 48 hours of receipt of a report from the Customer;*

*(ii) Class B: within 72 hours of receipt of a report from the Customer;*

*(iii) Class C: within 30 days of receipt of a report from the Customer;*

*(iv) Class D: by the next Software release.*

f) Gallinet shall determine the severity of classification of faults or errors.

g) On receipt of a support notification from the Customer by the Gallinet Control Room, Gallinet will acknowledge the call and record the details including date and time, name of caller, Customer name, nature of call, which will then be communicated to the appropriate member of staff. The Gallinet response will be in accordance with the level of Service and the nature of the call and the timescales detailed above in Support Service Levels and Response Time.

#### 14) ALTERATIONS AND UPDATES

Any alterations and updates to the software shall be made only by Gallinet support team.

#### 15) ACCEPTABLE AND FAIR USE POLICY

a) Both Gallinet's on-line Hosted Services and Control Room Monitoring Services are a shared resource amongst Gallinet's customer base. As a result unreasonable and/or excessive usage by one Customer may adversely affect another Customer's use. Gallinet therefore operates the following acceptable and fair usage policy: -

- i) The Website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to, use the Services or the Website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services, send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities, publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any Intellectual Property Rights, via the Services or on the Website, threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others, engage in illegal or unlawful activities through the Services or via the Website, make available or upload files to the Website or to the Services that the Customer knows contain a Virus, worm, trojan or corrupt data, or obtain or attempt to obtain access, through whatever means, to areas of Gallinet network or the Services which are identified as restricted or confidential.
- ii) The Customer has full responsibility for the content of the data stored on the Website. For the avoidance of doubt, Gallinet is not obliged to monitor, and will have no liability whatsoever for, the content of any communications transmitted by the Customer by virtue of the Services.
- iii) *Excessive Use* - Hosted PeopleHours Services excessive use will be use that adversely affects the Gallinet Network or other Gallinet Customers' use of or access to a Gallinet Service or the Gallinet Network.
- iv) *Unreasonable Use* It is unreasonable use of Gallinet Services where the Customer's use of Gallinet Data Services is reasonably considered by Gallinet to be fraudulent or to adversely affect the Gallinet Network or other Gallinet Customers' use of or access to a Gallinet Service or the Gallinet Network.
- v) *Fraudulent Use* - This includes, but is not limited to resupplying a Gallinet Service without Gallinet's consent so that third party may access or use Gallinet Services or systems.

- b) Where the Customer is in the reasonable opinion of Gallinet in breach of this Fair Use Policy, Gallinet may contact the Customer to discuss changing the Customer's usage so that it conforms to this Fair Use Policy.
- c) If, after Gallinet has contacted the Customer, and the Customer's excessive or unreasonable use continues, Gallinet may, without further notice to the Customer:
  - i) Suspend or limit the Service (or any feature of it) for any period Gallinet thinks is reasonably necessary; and/or
  - ii) terminate the Sales Agreement.

**16) STANDARD CHARGES AND PAYMENT TERMS**

- a) Services shall be charged by Gallinet on the following basis:
  - i) Yearly support charges, setup fees and Hosting Services are charged at the standard rate published by Gallinet from time to time, or as detailed in the Sales Agreement, and are payable yearly in advance or otherwise varied by a Sales Agreement;
  - ii) any hardware supplied is payable by a deposit of 50% with order and 50% paid on delivery;
  - iii) consulting and training and other Services payable by a deposit of 50% in advance with order and 50% paid on completion;
  - iv) all other Software products and licences are payable in advance with order;
  - v) SMS messaging charges are payable monthly in arrears, Gallinet reserves the right to apply a refundable deposit taken in advance to cover expected usage;
  - vi) all travel and other expenses and mileage charges are billed monthly in arrears;
  - vii) all charges are payable without any deductions or withholding of any kind;
  - viii) any other charges are payable in full and in cleared funds within 30 days of receipt of invoice unless otherwise varied by a Sales Agreement; and
  - ix) all other Services are charged as defined in the Sales Agreement.
- b) Gallinet reserves the right to apply additional chargeable units where Assignments require the individual monitoring of five or more persons on duty at any one time at a single Assignment.
- c) Without prejudice to any other right or remedy that Gallinet may have, if the Customer fails to pay Gallinet on the due date Gallinet may:
  - i) charge interest on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
  - ii) suspend all Services until payment has been made in full.
- d) Time for payment shall be of the essence.
- e) All payments payable to Gallinet under the Sales Agreement shall become due immediately on termination of the Sales Agreement, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Sales Agreement.
- f) Gallinet may, without prejudice to any other rights it may have, set off any liability of the Customer to Gallinet against any liability of Gallinet to the Customer.

**17) INTELLECTUAL PROPERTY RIGHTS**



- a) All Intellectual Property Rights produced from or arising as a result of the performance of the Service or Sales Agreement by Gallinet shall, so far as not already vested, become the absolute property of Gallinet, and the Customer shall do all that is necessary to ensure that such rights vest in Gallinet by the execution of appropriate instruments or the making of agreements with third parties.
- b) Gallinet hereby licenses all such rights to the Customer free of charge and on a non-exclusive basis to such extent as is necessary to enable the Customer to make reasonable use of the Services as is envisaged by the parties. If Gallinet terminates the Sales Agreement pursuant to these General Conditions of Contract this licence will automatically terminate.

#### 18) SOFTWARE SERVICE AND RIGHTS

- a) Gallinet grants the Customer a non-exclusive licence for the Term of the Sales Agreement.
- b) The Customer's use of the Software owned by Gallinet shall be restricted to use of the Gallinet Software in object code form only for the purpose of processing the Customer's data for the normal business purposes of the Customer, in accordance with these General Conditions of Contract (which shall not include allowing the use of any software by, or for the benefit of, any person other than an employee of the Customer).
- c) For the avoidance of doubt, any Sales Agreement and any terms and conditions that apply do not transfer or grant to the Customer any right, title, interest or Intellectual Property Rights in any Gallinet Software.
- d) The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless Gallinet is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request Gallinet to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.
- e) The Customer undertakes that it will not sell, lease, license or sublicense Gallinet Software or Services, whether through a third party or not, without prior written agreement from Gallinet. For the avoidance of doubt use of Gallinet's software or Services for the monitoring of a third party's employees or assignments without Gallinet's consent would be considered a breach of this Sales Agreement and General Conditions of Contract.
- f) Gallinet may make such copies of the Customer Data as may be necessary to perform its obligations, including backup copies of the data. Upon termination or expiration of Service and the settlement of any and all outstanding debts owed by the Customer to Gallinet, Gallinet shall destroy all such copies of the data and other materials provided by the Customer within 6 months.
- g) The Customer shall indemnify and hold Gallinet harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of this clause.

#### 19) IP ADDRESSES

Gallinet shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses, and will use reasonable endeavours to avoid any disruption to the Customer.

#### 20) CUSTOMER'S OBLIGATIONS

- a) To enable Gallinet to perform its obligations the Customer shall:
  - i) co-operate with Gallinet in all matters relating to the Services;
  - ii) provide Gallinet in a timely manner with any information reasonably required by Gallinet and ensure such information is accurate;
  - iii) obtain all necessary permissions and consents which may be required before the commencement of the Services;

- iv) provide in a timely manner such access to the Customer's premises and data and other facilities as is reasonably requested by Gallinet;
  - v) ensure (at its own cost) that it has a suitable and sufficient internet access and bandwidth as reasonably required by Gallinet;
  - vi) comply with (at its own cost) such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.
- b) It is a fundamental condition of this agreement that all Self Hosted Services provided by Gallinet are connected to the internet and have an uninterrupted connection to Gallinet's verification servers. Where such connection is not provided applications will cease to function by design.
- c) The Customer shall be liable to indemnify Gallinet for any expenses incurred by Gallinet as a result of the Customer's failure to comply with this clause 20).
- d) In the event that the Customer or any third party, not being a sub-contractor of Gallinet, shall omit or commit anything which prevents or delays Gallinet from undertaking or complying with any of its obligations, then Gallinet shall notify the Customer as soon as possible and the Customer shall in all circumstances be liable to pay to Gallinet on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Gallinet confirming such costs, charges and losses to the Customer in writing. Gallinet shall have no liability in respect of any delay to the completion of any project, and if applicable, the timetable for the project will be modified accordingly.
- e) Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

## 21) CUSTOMERS LAWFUL CONDUCT.

- a) The Service allows the Customer to send Electronic Communications directly to Gallinet and to third-parties. The Customer agrees to and warrants that it complies with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, data protection, GDPR regulations, electronic communications, and anti-spam legislation.
- b) The Customer will not send any Electronic Communications from the Service that is deemed offensive, unlawful, harassing, libellous, defamatory, or threatening in any way.
- c) Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means by the Customer.
- d) The Customer agrees not to access the Service by any means other than through the interfaces that are provided by Gallinet.
- e) The Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any third party other than an authorized Customer, including but not limited to, creating internet links to the Service which include log-in information, including but not limited to, Customer names, passwords, secure cookies, and/or "mirroring" or "framing" any part of the Service.
- f) The Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- g) The Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by Gallinet.
- h) Neither the Customer, nor someone acting on the Customer's behalf, will use the Service to target for solicitation any Gallinet customers for purposes of providing any competitive product.

- i) The customer agrees that, during the term of this agreement and for a period twelve (12) months after it's termination, if it employs, directly or indirectly, any person employed or formally employed by the company who is or was engaged in providing services under this agreement, the customer will pay Gallinet a flat fee of £4,000.00 GBP, excluding VAT, for each such person employed by the customer in recognition of the cost incurred by the company for the recruitment and training of this employee. The parties acknowledge this is legitimate pre-estimate of the costs for Gallinet's loss and not a penalty.
- j) The Customer shall indemnify Gallinet against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Gallinet arising out of or in connection with any breach of this clause 21).

## 22) GDPR & DATA PROTECTION

- a) The Customer warrants that all requirements of any data protection legislation that may apply in their territory or business operation are complied with by its staff, employees, agents and/or subcontractors.
- b) The Customer acknowledges that all personal and or commercial information recorded on the system has been entered and recorded by the Customer, his employees or agents acting on his behalf; and that the Customer is also responsible that the data contained within PeopleHours™ is accurate, relevant for purpose and up to date.
- c) The Customer shall obtain the consent of individuals whose personal data is to be held within the PeopleHours™ application.
- d) The Customer shall (and shall procure that any of its staff, employees, agents or subcontractors involved in the provision of the agreement) comply with any notification requirements under legislation / regulation and both parties will duly observe all their obligations, which arise in connection with the agreement.
- e) The customer's data will be hosted within the UK and the European Economic Area but the customer consents to their data being transferred / transmitted via the internet in the delivery of the service and further consents that the routing of such transfers cannot be restricted to any particular territory or legal jurisdiction.

## 23) WARRANTIES

- a) The Customer warrants and represents to Gallinet that the use of the data or other content in accordance with these General Conditions of Contract, will not infringe the intellectual property rights of any third party and that the Customer has the authority to use the data or other content. The Customer shall indemnify Gallinet against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal and other reasonable professional costs and expenses) suffered or incurred by Gallinet in connection with any claim made against Gallinet for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Gallinet's use of the Services. This clause shall survive termination of the Sales Agreement.
- b) All conditions, terms, representations and warranties that are not expressly stated in the Sales Agreement whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent permitted by law.
- c) Gallinet shall not be liable to the Customer as a result of any Viruses introduced or passed on to the Customer.

## 24) WARRANTY OF FUNCTIONALITY

- a) Gallinet warrants that the Services shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- b) Gallinet warrants to Customer during the Term of this Agreement that the Service will achieve in all material respects the functionality described in the user guides and in other related documentation (available at [www.Gallinet.com](http://www.Gallinet.com) or Web Site) and that such functionality will be maintained in all material respects in subsequent upgrades to the Service.
- c) Gallinet does not warrant that the Service will:

- i) be error-free, secure, or uninterrupted;
  - ii) free from Viruses;
  - iii) operate correctly if accessed from outside of the United Kingdom
  - iv) meet all of the Customer's requirements at all times; and/or
  - v) that Gallinet will be able to address all errors in the system.
- d) Customer's sole and exclusive remedy for Gallinet's breach of this warranty shall be that Gallinet shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides and other related documentation
- e) If Gallinet is unable to restore such functionality within thirty (30) days the Customer shall be entitled to terminate the Sales Agreement and shall be entitled to receive a pro-rata refund of the license fees or Service charges paid for under the Agreement for its use of the Service but which use has not yet been furnished by Gallinet as of the date of such termination.
- f) Gallinet shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of any material functionality problem, and such notice must be sent to Gallinet's head office by recorded delivery.

**25) SECURITY, DATA MAINTENANCE AND BACKUP WARRANTY.**

- a) Gallinet warrants during the Term of this Agreement that Gallinet will use commercially reasonable efforts to ensure that Customer's Data will be safeguarded and maintained accurately and in accordance with all applicable laws.
- b) In the event of a failure or breach of this provision, Gallinet will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within ten (10) Business Days.
- c) In the event Gallinet is unable to correct or restore Customer's Data the Customer's sole and exclusive remedy shall be to terminate the Agreement and receive a pro-rata refund of the license or Service fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by Gallinet as of the date of such termination.

**26) DISCLAIMER OF WARRANTIES.**

- a) The warranties stated above are the sole and exclusive warranties offered by Gallinet. There are no other warranties or conditions, express or implied, including without limitation, those of merchantability or fitness for a particular purpose which are hereby excluded to the extent permitted by law.
- b) Except as stated in above, the Service is provided to the Customer on an "as is" and "as available" basis, and is for commercial use only.
- c) The Customer assumes and accepts all responsibility for determining whether the Service and or Software or the information generated thereby is accurate or sufficient for the Customer's purposes.

**27) LIMITATION OF LIABILITY**

- a) The following provisions set out the entire financial liability of Gallinet (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - i) any breach of the Sales Agreement howsoever arising;
  - ii) any use made by the Customer of the Services; and
  - iii) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Sales Agreement.

- b) Subject to this clause 27), the entire liability of Gallinet to the Customer in contract, tort, misrepresentation (whether innocent or negligent), restitution in respect of any claim whatsoever or breach of these General Conditions of Contract or any agreement, whether or not arising out of negligence or breach of statutory duty, shall be limited to the fees paid by the Customer for the Services to which the claim relates.
- c) In no event shall Gallinet be liable whether in tort (including without limitation for negligence or breach of statutory duty however so arising) contract, misrepresentation (innocent or negligent) to the Customer for:
- i) any loss of business;
  - ii) loss of opportunity;
  - iii) loss of profits;
  - iv) for any other special indirect or consequential or pure economic loss or damage whatsoever;
  - v) loss of anticipated savings;
  - vi) loss of goods;
  - vii) loss of contract;
  - viii) loss of use; or
  - ix) loss or corruption of data or information.
- d) The limitations of this clause 27) shall apply even where such a loss was reasonably foreseeable or Gallinet had been made aware of the possibility of the Customer incurring such a loss.
- e) Responsibility for the accuracy of all financial reports generated by the System remains with the Customer; Gallinet does not provide a payroll or invoice Service and will therefore not accept any responsibility for errors or omissions where reports are used to generate pay or invoices.
- f) Nothing in these General Conditions of Contract shall exclude or limit Gallinet's liability for:
- i) death or personal injury resulting from Gallinet's negligence or that of its employees, agents or sub-contractors; or
  - ii) for fraud or fraudulent misrepresentation.
- g) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Sales Agreement

**28) INDEMNIFICATION**

- a) The Customer shall indemnify Gallinet against all liabilities, claims, costs, damages, losses including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) and expenses which Gallinet may incur and which arise, directly or indirectly, from or in connection with:
- i) the Customer's breach of any of its obligations;
  - ii) any claims brought against Gallinet alleging that any consulting Services provided by Gallinet actually or allegedly infringes any Intellectual Property Rights or other similar right of a third party;
  - iii) any breach of warranty contained in these General Conditions of Contract;
  - iv) the enforcement of this Agreement;

- v) any claim made against Gallinet by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Customer, its employees, agents or subcontractors.
- b) This indemnity shall not cover Gallinet to the extent that a claim under it results from Gallinet's negligence or wilful misconduct.

## 29) TERMS AND TERMINATION

- a) The Service will become effective on the date of signing the Sales Agreement or (if earlier) commencement of the Services and shall continue for a period of not less than 24 months (unless otherwise agreed in writing) and thereafter will automatically continue for further periods of 12 calendar months unless either party has given to the other not less than 90 days written notice of termination to expire at the end of the first or any subsequent such period, or other such period if specified in the Sales Agreement.
- b) Where Gallinet has given the Customer 90 days' notice of a variation of these or any other terms, any change to the price of Service (where such change is not insignificant) or other variation, then the Customer may terminate the Service within 60 days of such notice.
- c) If the Customer fails to make any payment when it becomes due and remains in default not less than 14 days after such due date then Gallinet shall have the right to:
  - i) terminate the Service with immediate effect by notice in writing to the Customer; or
  - ii) at its sole discretion suspend the Services until the Customer has paid the balance of the Term as if either party had given termination notice to expire at the end of the first or any subsequent period, and any such fees or charges will become immediately due and payable. In such an event and where the Customer makes payment following such termination Gallinet reserves the right to apply a reconnection fee of £250.00.
- d) Either party may terminate the Service forthwith by notice in writing to the other if:
  - i) the other party commits a material breach of any terms and conditions and, in the case of a breach capable of being remedied, fails to remedy it within 14 days of being given written notice from the other party to do so; or
  - ii) the other party commits a material breach of any terms and conditions which cannot be remedied under any circumstances; or
  - iii) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction); or
  - iv) a court of competent jurisdiction makes an order to that effect; or
  - v) the other party ceases to carry on its business or substantially the whole of its business; or
  - vi) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
  - vii) a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets; or
  - viii) any event occur, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 29)d)i) to condition 29)d)vii) (inclusive).
- e) Any rights to terminate Service or any Sales Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of any agreement or any terms and conditions as at the date of termination.

## 30) CUSTOMER COMPLAINTS

- a) In the event that the Customer is not satisfied with the standard of any aspect of any Service the Customer will:

- i) notify Gallinet immediately by e-mail or in writing at its registered office; and
  - ii) state clearly their reasons or issues.
- b) Gallinet will respond in a timely manner and use its reasonable endeavours to satisfactorily resolve any issues with the Customer.
- c) Gallinet will use its reasonable endeavours to prevent such issues from happening in the future and take action as may be required and or agreed with the Customer.

**31) CONFIDENTIALITY**

- a) Both parties will not at any time, without the prior written consent of the other party, disclose or reveal any Confidential Information to any person or third party whatsoever, except to such of its employees, consultants, agents and advisors (being its bankers, lawyers, accountants and technical advisors) who at the time of access have a reasonable need to see and use the Confidential Information and shall ensure that such employees, consultants, agents and advisors are subject to obligations of confidentiality corresponding to those contained herein. Each party shall inform each of such parties of the confidential nature of the Confidential Information and that obligations in respect thereof; and shall not send any Confidential Information, or cause the same to be sent by post, fax, telephone, video conferencing or electronic mail or by way of any other form of data transmission without the prior written consent of the other party. Additional terms relating to confidentiality are detailed in Gallinet's confidentiality agreement which the Customer is requested to sign in acknowledgement. Gallinet undertakes to conform with all legislation relating to data protection.
- b) This clause 31) shall survive termination of the Sales Agreement.

**32) SET-OFF**

All amounts due under this agreement shall be paid by the Customer to Gallinet in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**33) ASSIGNMENT**

Gallinet may assign, subcontract or otherwise transfer any of its rights or obligations under the Sales Agreement at any time. The Customer may not assign or otherwise transfer any of its rights or obligations under the Sales Agreement or any part of it without Gallinet giving prior written consent.

**34) FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations under the Sales Agreement if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, riots, civil commotion, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications or utilities carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or Services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

**35) SEVERABILITY**

- a) If any provision or part-provision of the General Conditions of Contract or where other specific terms and conditions apply is held invalid, illegal or unenforceable for any reason such provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable and the remainder of the provisions hereof shall continue in full force and effect as if these General Conditions of Contract had been agreed with the invalid illegal or unenforceable provision eliminated.
- b) If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**36) NOTICES**

- a) Any notice to be given by either party to the other may be served by email, fax, personal Service or by post to the address of the other party or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered at 9am on the second Business Day after posting.
- b) This clause 36) does not apply to the Service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include email.

**37) ENTIRE AGREEMENT**

- a) This Sales Agreement, General Terms of Contract, specific terms and conditions relation to specific products, hardware, software, licenses, services and other documents referred to therein supersedes any previous correspondence, assurances, promises, agreements, warranties, representations, undertakings, proposals and understandings between the parties hereto whether written or oral and constitutes the entire agreement between them. No variations are binding unless in writing and signed on behalf of Gallinet by a director.
- b) Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

**38) WAIVER**

- a) The failure by either party to enforce at any time or for any period any one or more of these General Conditions of Contract shall not be a waiver of them or of the right at any time subsequently to enforce all General Conditions of Contract.
- b) No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**39) INDEPENDENT CONTRACTORS**

Gallinet and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. Gallinet may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve Gallinet of its obligations.

**40) NO THIRD PARTIES**

Nothing in these General Conditions of Contract or any Sales Agreement is intended to, nor shall it confer any rights on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**41) GOVERNING LAW AND JURISDICTION**

Any Sales Agreement or these General Conditions of Contract any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts to settle such matters.



**SECTION TWO****Peoplehours™ Monitored Service, provision of Control Room Services.****1. Gallinet will provide outsourced Control Room Services to the Customer to the following specification: -****a. Methods of communications.**

- i. Gallinet endeavours to utilise internet based communications wherever possible. The primary reasons being to limit costs and to provide a full audit trail of all instructions received and actioned.
- ii. The Customer will assist Gallinet in this endeavour where possible and within reason. Gallinet however acknowledges that this is not always possible and will endeavour to remain flexible to the Customer's preferred communications methods.
- iii. The Customer accepts that in the absence of written or data records detailing instructions Gallinet's version will be deemed to be in authority.

**b. Remote Customer Access to PeopleHours™ system.**

Remote internet access to PeopleHours™ is granted to the Customer to facilitate the monitoring Service and for the purpose of report collection and direct data entry only and in all cases the following shall apply: -

1. Access is granted either on a per Customer or group use basis, and in all cases the security of the usernames and passwords supplied are unique to the Customer and the security and use remains the Customer's responsibility at all times.
2. The Customer has access to view or amend all data held and is therefore responsible for the accuracy of all data entered at all times.
3. Gallinet undertakes to take all reasonable measures to maintain Customer access to the data and systems 24 hours per day.
4. The Customer is responsible for the integrity and performance of their own IT systems and internet connections to the data. A Customer is responsible for obtaining suitable access to the internet and access to web based content in order to use the Service.

**c. Static Assignments: -**

- i. To receive automated telephone calls from the Customer's staff to schedules as defined in PeopleHours™ and to follow numbered action steps as detailed in escalation for the primary purpose of establishing the employee's wellbeing at that point in time. To make available reports via PeopleHours™ detailing call times, actions taken by controllers and duties worked by the Customer's staff.
- ii. Gallinet reserves the right to adjust or amend Pre and Post time values for all scheduled calls without notification or the Customer's prior consent. Such adjustments being limited to plus or minus 20 minutes of the original value.
- iii. It is the Customer's ultimate responsibility to enter advanced schedule data onto the Peoplehours™ system.
- iv. Any information submitted to Gallinet by means other than direct Customer side entry to Peoplehours™ is accepted solely at Gallinet's discretion.
- v. Information submitted containing data relating to the Customer's charges to their customers or pay rates for their staff may be entered by Gallinet staff at the Customer's request, in all such instances this would be undertaken on a grace and favour basis and all information must be typed and submitted by fax or e-mail only, verbal instructions cannot be accepted. The accuracy of all amendments made to pay or charge rates remain the responsibility of the Customer and Gallinet provides no guarantees whatsoever with regards to this Service and will accept no liability for

any errors in pay or bill calculations. Reports exist within the PeopleHours™ application allow for all such entries to be checked by the Customer for accuracy.

- vi. Information considered to be illegible or ambiguous will not be accepted by Gallinet and returned to the Customer with a request for clarification.
- vii. Verbal telephoned amendments are not accepted with the following exception: -
  - 1. Gallinet accepts that amendments are required to be made out-of-hours and will often need to be advised by mobile staff that do not have access to the internet, fax or mail Services. Such amendments are not encouraged but will be recorded and actioned as soon as possible. Verbal amendments will only be applied for the duration of a single shift only, 0700-1900 hours or 1900-0700 hours. Permanent amendments to any details, Check Call schedule, duty allocations etc., must be entered directly by the Customer or by written request to the Control Room.
- viii. On the receipt of calls as described in (c.) Gallinet will record and log their time and date.
- ix. In the event of a scheduled call not being received by Gallinet, Gallinet will take action as agreed with the Customer to be one or more of the following: -
  - x. Transmit an SMS or E-Mail message to the Customer's specified recipients advising that a scheduled call has not been received; and/or
  - xi. Make one verbal or automated call to the scheduled call location and or individual at that location to establish contact, if contact is not established; and/or
  - xii. Telephone the appointed Customer contact(s) and advise accordingly either verbally or by automated methods of notification; and/or.
- xiii. Follow the Customer's specific escalation procedure, where defined (subject to Gallinet's advance approval or conformity with the defined format and the terms of Service as detailed in this document).
  - 1. Customer's escalation instructions as entered into the PeopleHours™ application should be in the example format set out below. Variations from this format or the inclusion of additional instructions or complex statements will in all cases require advance submission and approval by Gallinet. The Customer accepts that deviations from the default format falls outside of Gallinet's usual methods of operation and therefore no guarantees are offered with regards to their being applied correctly nor will Gallinet accept any responsibility for losses that might arise as a result:

Example default escalation format to be followed after Peoplehours™ has attempted an automated call to the officers listed mobile telephone - Employment positions and responsibilities detailed are examples only and the Customers own titles and or roles can be applied as may be required.

```

===== Gallinet Escalation Procedure === DDI = ###
  1. Call [Employee / Assignment]          - Tel #####-### ###
  2. Call [Mobile Supervisor]              - Tel #####-### ###
  3. Call [Duty Manager]                   - Tel #####-### ###
  4. Call [Company Director]               - Tel #####-### ###
===== Gallinet Escalation Procedure === DDI = ###

```

- xiv. Where the escalation procedure is followed to completion and successful contact has not been made with the Customer's contacts Gallinet is deemed to have completed its obligation and no further action is required.
- xv. Log all actions taken in the Incident log.

- xvi. Gallinet will use its best endeavours to commence the escalation procedures for any missed call events within 20 minutes of the call event becoming overdue but makes no guarantees to this effect.
- d. **Key holding and alarm activations:** - Gallinet will receive notification on behalf of the Customer taking action as agreed with the Customer to be one or more of the following: -
- i. Make one call to the Customers appointed number 1 contact to advise of the activation or required attendance.
  - ii. Escalate to the second or third contacts as required.
  - iii. Follow the Customer's specific escalation procedure, where defined (subject to Gallinet's advance approval or conformity with the defined format and the terms of Service as detailed in this document).
  - iv. Customer's escalation instructions as entered into the PeopleHours™ application should be in the example format set out below. Variations from this format or the inclusion of additional instructions or complex statements will in all cases require advance submission and approval from Gallinet. The Customer accepts that deviations from the default format falls outside of Gallinet's usual methods of operation and therefore no guarantees are offered with regards to their being applied correctly nor will Gallinet accept any responsibility for losses that might arise as a result:

```

===== Gallinet Escalation Procedure === DDI = ###
1. Call [1st defined responder]           - Tel ####-### ###
2. Call [2nd defined responder ]         - Tel ####-### ###
3. Call [Duty Manager]                   - Tel ####-### ###
4. Call [Company Director]               - Tel ####-### ###
===== Gallinet Escalation Procedure === DDI = ###

```

- v. Where the escalation procedure is followed to completion and successful contact has not been made with the Customer's contacts Gallinet is deemed to have completed its obligation and no further action is required.
  - vi. Log all actions taken in the Incident Log.
  - vii. Gallinet will use its best endeavours to commence the escalation procedures for any alarm activation notification received within 10 minutes of the Control Room being notified but makes no guarantees to this effect.
  - viii. It is the Customer's responsibility to ensure that Gallinet is in advance possession of timely and accurate contact details for all locations at all times and that the information provided to Gallinet, be it verbally from an Alarm Receiving Centre operative or via automated notification systems is accurate, complete, easily legible and understandable on a single listen. Such notifications should detail a full postal address, including post code, and can be matched exactly with an assignment's details as recorded on the PeopleHours™ system. Gallinet will accept no responsibility or liability for any losses claims, costs, damages, losses including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) incurred by the Customer whatsoever where these conditions are not met.
- e. **Incident Log:** -
- i. Gallinet will maintain an operational incident log with Gallinet recording time, date, event type, persons/assignments involved and a brief description of the event.
  - ii. The Customer understands that this aspect of the Service is described as being "Operational" in nature and is not designed to serve the Customers routine administrative requirements of their day to day business matters. Examples, whilst not exhaustive, of recordable events are given below: -
    - Incidents occurring on the Customers assignments;
    - incidents or occurrences reported by the Customers Supervisory or Management staff;
    - alarm activations;
    - calls made on behalf of the Customer by Gallinet;

- any Service or equipment failures;
  - personal injury reports;
  - road traffic accident reports;
  - staff sickness or notification of non-attendance;
- iii. Gallinet may from time to time make or amend entries into the incident log historically where it has become aware of events or details after they have occurred.
- iv. Where calls are received that are not considered to be recordable in the Incident Log the caller will be politely advised to call the Customer's offices during normal business hours. Examples, whilst not exhaustive, of non-recordable events are given below: -
- Employees requesting Services that would normally be provided by the Customer, employee holiday requests, sales requests, employee pay queries, Customer's invoice queries, marketing calls directed to the Customer, etc.
- f. **Reports:** - Gallinet will provide a reporting Service within PeopleHours™ as set out below.
- i. Gallinet will provide an on-line internet Service to enable the Customer to obtain management and operational reports on demand via the PeopleHours™ system.
- ii. In the event of any Service failure, howsoever caused, Gallinet will endeavour to provide requested reports on an individual basis as soon as is practically possible to be delivered via fax or e-mail. Gallinet reserves the right to decline such requests or apply administration charges sufficient to cover the costs of such supply.
- iii. Reports are primarily operational in nature. Financial information such as pay and bill rates can be added by the Customer or by Gallinet at the Customer's request. Responsibility for the accuracy of all financial reports remains with the Customer at all times and in all cases; Gallinet does not provide a payroll or invoice Service and will therefore not accept any responsibility or liability for errors or omissions where reports are used or relied upon by the Customer to generate pay or invoices.
- g. **Service Continuity:** -
- i. Gallinet will at all times use its best endeavours to ensure the continuity and provision of all Services employing various disaster recovery and business continuity procedures as required.
- ii. The Customer is advised that some aspects of the Service rely on the provision of Services and or infrastructure from external contractors and suppliers. Gallinet cannot accept responsibility or liability for any loss incurred by the Customer as a direct or indirect result of any third party failures. Telecoms providers and power or utilities companies, whilst not exclusively, are such examples.
- iii. Where Customers elect to use their own service or utilities providers to supply Services connecting to Gallinet systems, Gallinet does not accept any responsibility or liability for the performance of, failure of or support of such systems.
- iv. It is a fundamental requirement of the Service and the responsibility of the Customer to ensure that staff on monitored assignments have the means to make telephone calls that can generate DTMF tones into Gallinet's systems. Where Customer provided telecoms equipment fails or exhausts supplied phone credit Gallinet will endeavour to maintain contact throughout the employee's shift by making outbound calls to the employee. Gallinet cannot however guarantee such contact and the Customer is reminded that the Services are supplied reliant on the receipt of inbound communications to Gallinet's automated systems.
- h. **Telephone Recordings:** -

- i. Gallinet may record any inbound or outbound telephone communication made to any person or organisation. It will be the Customer's responsibility to ensure that any and all persons who may be called on behalf of the Customer or may call the inbound telephone number operated by Gallinet on behalf of the Customer are aware that their call may be recorded.
- ii. The Customer is advised that no guarantees are offered to the Customer that any specific call will be recorded or any specific recording will be retained.
- iii. Where recordings exist Customers may request electronic copies of such calls, Gallinet reserves the right to decline such requests or make additional administration charges for time spent investigating and retrieving call recordings on behalf of Customers.

**SECTION THREE**

**This Section Three is subject always to Section One of the General Conditions of Contract.**

If there is an inconsistency between any of the provisions of this Section Three and the provisions of Section One, the provisions of this Section Three shall prevail.

**BS 7858 Employee Vetting & Screening****1. The Customer agrees**

- a. To send by post, fax or e-mail a written order requesting personnel to be screened subject to the General Conditions of Contract.
- b. The Customer shall consider the background and suitability of each candidate and document the relevant employment history, names and addresses of personal referees, see proof of ID and proof of address as required by the BS7858 standard or such standard as agreed in writing by the parties. The Customer agrees to send copies of those documents to Gallinet with each application form and agrees that employment will not begin until provisional screening is complete.
- c. The Customer agrees to notify Gallinet immediately by e-mail if an applicant leaves their employment before the screening process is complete.
- d. It is the responsibility of the Customer to verify that all records provided by Gallinet meet the Customer's own quality standards.
- e. No refund will ever be due unless the Customer notifies Gallinet promptly of any reasonable concern the Customer may have.
- f. That it will not during this Contract or for a period of six months thereafter either directly or indirectly employ any employee of Gallinet.

**2. Gallinet agrees**

- a. To carry out and provide the Services subject to the General Conditions of Contract.
- b. To use all reasonable endeavours to adhere to BS7858 and/or such standard as agreed in writing by the parties. Gallinet will begin screening a candidate within two business days of the date it receives a properly completed and duly signed and authorised application form from the Customer and a signed letter of authority from the candidate.
- c. To complete the candidate screening file within the timescales allowed in the BS 7858 standard from the day Gallinet starts screening and not from the date the applicant began employment with the Customer.
- d. To treat any information relating to the Customer or its customers as confidential.
- e. That it will endeavour to retrieve references by contacting referees up to four times before treating the reference as unobtainable.
- f. That it will not knowingly misrepresent the experience or capabilities of any person introduced to the Customer.
- g. That it will not approach any member of the Customer's staff with regard to employing that member of staff, without the prior written agreement of the Customer.
- h. Not use any material or product or work commissioned and paid for by the Customer without prior written consent of the Customer.
- i. To faithfully, promptly and diligently perform its obligations with reasonable care and skill.

- j. To ensure that it makes available to the Customer sufficient trained and competent staff to ensure compliance with its obligations.
- k. Provide support via e-mail to the Customer to assist in answering and resolving any problems or queries in respect of the Services.
- l. The following checks are excluded from the service provided by Gallinet and remain the client's responsibility.
  - i. Checks relating to : Identification documents : Passport forgery : Visa : Right to work : CRB : Proof of address : SIA License validity

### 3. Payment

- a. The Customer agrees to pay Gallinet for the Services in accordance with its standard charges or the agreed Service Charges set out in the Schedule of Services.
- b. The Service Charges agreed shall be invoiced by Gallinet in advance on the 1<sup>st</sup> of every month and become payable by the Customer within 7 days of the invoice date.
- c. Gallinet shall advise the Customer of any increase in the Service charge by giving the Customer at least 30 days' notice.
- d. An invoice shall be duly rendered if dispatched by e-mail or pre-paid letter addressed to the Customer at its last known address and shall be deemed to have arrived on the second day after the date of dispatch.
- e. All quotations are given exclusive of Value Added Tax and the Customer shall be liable to pay VAT at the rate as may be in force at the date of invoice.
- f. If the Customer fails to pay promptly any of the charges due or comply with any of the General Conditions of Contract herein Gallinet shall be under no duty to provide any further Services until the charges are paid or dispute rectified. No indulgence by Gallinet shall operate as a waiver of this provision.
- g. No claim or dispute which the Customer may at any time have or purport to have with or against Gallinet shall entitle the Customer whether by claim set off, counterclaim or otherwise to defer to make any deduction from the charges due to Gallinet hereunder.
- h. Where the Services are subject to approval by a statutory or other authority, Gallinet reserves the right to charge for additional Services required to meet their approval.

### 4. Liability and Indemnity

- a. Gallinet has Professional Indemnity Insurance to indemnify their legal liability for breach of professional duty to a limit of £100,000 (one hundred thousand pounds) and this shall be Gallinet's total liability (whether in contract, tort, including negligence, breach of statutory duty or otherwise) under or in connection with the employee vetting and screening services provided subject to this Section Three of the General Conditions of Contract.
- b. Subject to clause c below, Gallinet shall not be liable under any circumstances to the Customer for any loss of use or profits or of contracts, or indirect or consequential loss or, save as aforesaid, for any loss, damage or injury of any kind whatsoever. Gallinet shall not in any way be responsible for any loss, damage, expense or inconvenience resulting from or caused by any wilful default, dishonesty, disclosure of confidential information, breach of faith or any negligent or other act or omission by its employees while engaged on the Customer's business or while on the Customer's premises or arising out of or in any way connected with the Services and the Customer will unconditionally and irrevocably indemnify and keep indemnified Gallinet in respect of any liability to which it might thereby be exposed.

- c. Nothing in these Section Three shall limit or exclude the Gallinet's liability for:
  - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**5. Candidate Acceptance**

- a. Gallinet agrees to send to the Customer a file (in electronic format) containing records for each candidate to the standard required by BS7858 or such standard as agreed in writing between the parties and the Customer agrees to diligently check each candidate file and ensure that it is complete in accordance with the standard required by BS7858 or such standard as agreed in writing between the parties.



**SECTION FIVE*****Gallinet TelMe terms and conditions***

**This Section Five is subject always to Section One of the General Conditions of Contract.**

If there is an inconsistency between any of the provisions of this Section Five and the provisions of Section One, the provisions of this Section Five shall prevail.

**A. Introduction**

- a. The service enables customers to upload and store electronic copies of documents with Gallinet.
- b. Gallinet TelMe is available within PeopleHours™ and TelMe apps. This means that terms and conditions of your Customer Agreement with us and our terms and conditions relating to Gallinet's services apply to operation of the service. Words given specific meanings in those terms and conditions have the same meaning in these additional terms and conditions.
- c. You can access your stored documents or files remotely using an internet connection.
- d. Uploaded documents are not backed up as part of Gallinet's usual data backup processes. Clients should therefore not use this feature as their primary or only document storage solution.

**B. Accessing The Service**

- a. Gallinet TelMe is only available to Gallinet customers. You can access Gallinet TelMe using compatible web browsers or through your Gallinet TelMe app. Gallinet TelMe only works with compatible devices or browsers we specify from time to time. You may need to change these if we change the versions we support.
- b. By using the service through either PeopleHours™ or the Gallinet TelMe App, you consent to us accessing information about your device for the purpose of registration and authentication when using the service. You also consent to us using session cookies, which are needed for the service to work effectively and to access your device to enable upload of documents.

**C. Using TelMe – Third Party Rights**

- a. You can upload documents or files but you must not upload anything that contains any unlawful or inappropriate content or breaches the rights of another person. For example, you agree not to:
  - i. Upload, share or save any documents or files that have malicious content, such as viruses, worms or Trojans, or are intended to disrupt any hardware or software
  - ii. Upload, share or save any inappropriate, profane, pornographic, defamatory, obscene, indecent or unlawful materials
  - iii. Upload, share or save documents or files that contain images, photographs, software or other material protected by intellectual property laws, unless you own the intellectual property or have all necessary consents to use it
  - iv. Upload, share or save any music or video files or documents that contain these
  - v. Use the service in any manner that infringes any copyright, trade mark, trade secret or other rights of another party
  - vi. Falsify or delete any digital rights management information, such as author attributions, labels or trademarks from any document or file you upload

- vii. Breach any guidelines we provide you for using the service
  - viii. Upload, share or save any compressed or encrypted files or documents with password restrictions or embedded content as this may prevent us from scanning them in accordance with these terms
  - ix. Upload any documents or files you know or suspect to be fake or fraudulent or contain fraudulent or false materials
  - x. Circumvent any rules, limits or restrictions we place on your use of the service
- b. Some files or documents may contain images, photographs, software or other material owned by someone else or protected by intellectual property laws. Uploading these files or documents without permission may breach rights of others and may constitute an offence.
  - c. By uploading any files or documents into Gallinet TelMe you confirm and warrant that you have permission to do so and that you will be responsible for and pay any losses, damages or costs we may incur as a result of any action taken against us for hosting your documents or files in Gallinet TelMe. These costs may include claims for damages from third parties or costs incurred in connection with requests to take down any offending materials.
  - d. When using the service, you must not:
    - i. Use it in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code into Gallinet TelMe or PeopleHours™.
    - ii. Use it in a way that could damage, disable, overburden, impair or compromise it, Gallinet' systems or security or interfere with other users
    - iii. Collect or harvest any information or data from the service or our systems, or attempt to decipher any transmissions to or from the servers running Gallinet TelMe or PeopleHours™.

**D. Storage Limit and File Types**

- a. You can only upload files and documents that meet the specifications set out in these conditions. Gallinet reserves the right to apply a storage size limits.

**E. Gallinet Documents**

- a. We may use Gallinet TelMe to provide you some electronic documents or information we hold for you, such as electronic statements, invoices. We may also send notices or other information about your relationship with us to Gallinet TelMe.

**F. Monitoring The Service**

- a. We may monitor your use of the service, including to comply with any law, regulation, code or other duty that applies to us. For example, we may, in certain circumstances, be required to retain and disclose information uploaded using the service or other communications data, such as location, traffic or user data.
- b. Although you are responsible for all documents or files you upload using the service, we reserve the right to screen, remove or reject any files or documents if we feel that they breach these terms or the terms of any other agreement between us, including to comply with any law, regulation, code or other duty that applies to us. If we find any inappropriate or illegal content uploaded in breach of these terms and conditions, we may be required to report this to the appropriate authorities.

**G. Deleting your Files**

- a. Gallinet TelMe allows you to save copies of your files or documents. However, you remain responsible for keeping the originals of these. You should ensure that you download copies of any documents or files you have stored in Gallinet TelMe before closing your Gallinet TelMe account.
- b. We will not retain copies of your documents after you permanently delete them from Gallinet TelMe.
- c. You must download, remove or delete your documents or files before you stop having access to Gallinet TelMe – eg, when you close your Gallinet account used to register for the service or end your Online or TelMe App subscription. You must also do this if we have changed Gallinet TelMe or our terms and conditions and you do not accept these changes. On closing your Gallinet account or ending your relationship with us, we will normally retain your documents or files for a period of 30 days (in case you want to reactivate the service) and may retain backup copies of them for up to 60 days, in total. However, we may permanently delete your documents and files at any point after closing your Gallinet TelMe account.
- d. Any documents you permanently delete from Gallinet TelMe will not be available to you or anyone you have shared those documents with.

#### H. Charges

- a. In addition to Gallinet's charges for this service:
  - i. Your service provider may charge you for internet and data usage
  - ii. Your mobile network operator may charge you to receive SMS (or text) messages where you use Gallinet TelMe to set reminders and alerts to be sent to you via SMS
  - iii. Accessing Gallinet TelMe from a mobile device may cost more, in particular if you attempt to upload or download large documents/files on your mobile or use Gallinet TelMe when roaming. You must provide all equipment and connectivity necessary to access Gallinet TelMe, and you are responsible for any internet, data usage or SMS charges you incur in using the Gallinet TelMe service.

#### I. Limitation of Liability

- a. You acknowledge that the transfer of documents, files and information across an open network such as the internet carries security, corruption and other risks. We are not liable for any losses or costs you incur as a result of any documents, files or information being corrupted, degraded or intercepted in transit prior to reaching our network.
- b. We are not liable for any losses or costs you incur from:
  - i. Any failure or inability to access or use the service at any time
  - ii. If any files you upload become corrupted or are otherwise unavailable or deleted
  - iii. Use of or any reliance you place on the service or any information you receive in connection with it
  - iv. Our failing to monitor or screen documents or files
  - v. Disclosure of information to a regulatory authority or law enforcement agency, including documents or files stored using the service, as described in the Gallinet TelMe Privacy Policy
  - vi. Our incorrectly classifying documents or files as fraudulent or genuine
  - vii. Acquiring or using a substitute service if you are unable to use the service
- c. We shall not be in breach of these terms and conditions nor liable for any delay in performing, or failure to perform, any obligations under these terms and conditions if such delay or failure arises from events, circumstances or causes beyond our reasonable control, abnormal or unforeseeable circumstances.

- d. Nothing in these terms and conditions limits our liability for: death or personal injury arising from our negligence; fraudulent misrepresentation or misrepresentation as to a fundamental matter; or any other liability which cannot be excluded or limited by law.
- e. Subject to this clause, our aggregate liability under these terms and conditions will not under any circumstances exceed the sum of £50.

**J. Security**

- a. Because the service potentially contains personal, commercial and financial information, you must keep your device secure and terminate or close the service or log out of your PeopleHours™ session or TelMe App if you are not using it. The conditions in your Customer Agreement or Gallinet TelMe App terms and conditions relating to security apply to your use of the service.

**K. Changes To Terms and Conditions**

- a. We can change the terms and conditions at any time in accordance with the general conditions by contacting you electronically, for example, by sending you an email with details of the change or notifying you of a change when you next use Gallinet TelMe or by inclusion of this fact on your invoice. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of Gallinet TelMe. If you do not accept the new terms and conditions, you may be required to close your Gallinet TelMe account and remove all your documents. If you are given an opportunity to close your Gallinet TelMe account following the changes but continue using the service, we will take this as acceptance of the new terms.
- b. From time to time we may update the Gallinet TelMe service by introducing new features or functionality. Depending on the update you may not be able to use Gallinet TelMe unless you have downloaded the latest version of the service and accepted any new terms.

**L. Ending the Service**

- a. The relationship governed by these terms and your use of the service will end automatically if your Gallinet account used to register for the service is closed or you otherwise cease to be our customer.
- b. You can end your use of the service at any time in accordance with the notice periods as set out in your service contract.
- c. We can block or suspend your use of the service or end our relationship with you in accordance with our Customer Agreement.
- d. If you or we end the relationship governed by these terms, we will permanently delete your documents and information.