Solution Terms for Workforce Safety Technology from Peoplesafe

1. Interpretation

1.1 The Workforce Safety Technology from Peoplesafe Solution (referred to in these Solution Terms as the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Workforce Safety Technology from Peoplesafe Solution Description forms part of these Solution Terms.

2. Definitions

2.1 The definitions set out in the General Terms and Conditions for Business Customers and the Solution Description apply to this Solution, except where amended below.

Nexus Portal	Peoplesafe's web-based portal accessible via https://nexus.peoplesafe.co.uk, through which the Customer can administer and configure certain elements of the Solution, as further described in the Solution Description.
Optional Extras	The additional products or features, as further described in the Solution Description and which are subject to additional Charges.
Peoplesafe	Skyguard Limited trading as Peoplesafe, a company incorporated in England (registered no. 4107459) having its registered office at Emerald House, East Street, Epsom, Surrey, England KT17 1HS.
Solution Minimum Connection Period	The Solution Minimum Connection Period for this Solution is a period of 12 months from the Service Commencement Date.
Specialist Device	A Personal Safety Device or Safety Camera, as defined in the Solution Description.
Workforce Safety Device	A Specialist Device and/or a Customer's existing device or Device (as defined in the General Terms and Conditions for Business Customers) which is compatible with this Solution and on which a Safety App (as defined in the Solution Description) is installed.
Workforce Safety User	The person to whom this Solution is made available and who is authorised by the Customer to access and use the Solution.

3. The Solution

3.1	Solution	EE will provide the Customer with: - the option to purchase from a range of Personal Safety Device(s), Safety App(s) and/or Safety Camera(s), as defined in the Solution Description; and - access to the Nexus Portal. Where appropriate, the Customer may be able to use its existing smartphone or GPS-enabled mobile device with this Solution, otherwise the Customer shall ensure that it has procured a Specialist Device under this Solution, or a suitably compatible Device from EE for use with this Solution.
3.2	End User Licensed Software	The software supplied under this Solution is End User Licensed Software, the current terms for which are set out in Annex 1 of the Solution Description ("**EULA**"). The Customer and each Workforce Safety User will be required to accept the terms of the EULA before accessing and/or using the Solution. The Customer will observe and comply with the EULA for all and any use of the End User Licensed Software. If the Customer does not comply with the EULA, EE may restrict or suspend the Solution upon reasonable notice. The Customer will enter into the EULA for their own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and Peoplesafe and the Customer will deal with Peoplesafe with respect to any loss or damage suffered and any such loss or damage will not be enforceable against EE.
3.3	Warranty	Specialist Devices are provided with the benefit of the manufacturer's warranty only.

4. Customer Obligations

4.1	Customer obligations	The Customer shall (and shall procure that the Workforce Safety Users shall): a. ensure any use of this Solution, including any monitoring and/or recording of communications under this Solution shall comply with Applicable Law, including the Data Protection Legislation; b. distribute information to Workforce Safety Users about the Solution and how it operates; c. appoint a Customer Representative who shall have the authority to contractually bind the Customer on matters relating to the Solution and shall notify such Customer Representative to EE in writing; and

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		d. comply with any additional obligations as set out in the Solution Description.
4.2	Indemnity	The Customer shall indemnify and keep EE indemnified against all costs, losses, expenses (including without limitation legal expenses), damages, liabilities, demands ("Losses") incurred or suffered by EE arising out of: a. any action or claim or proceedings brought against EE by the government, OFCOM, the Information Commissioner or any other competent regulatory authority; or b. any claim by a third party or by someone acting on the third party's behalf in connection with an infringement or alleged infringement of that party's rights, as a result of any breach by the Customer (or its employees, subcontractors or agents) of these Solution Terms (except to the extent such Losses arise by reason of any act or omission of EE, its employees, agents or Sub-contractors) or as a result of the Customer's failure to comply with its obligations under this Agreement, provided always that EE shall take reasonable steps to mitigate any such Losses.

5. Charges

5.1	Invoicing	All Subscription Charges are invoiced monthly in advance and shall commence on the Service Commencement Date as set out in the Initial Order or Contract Change Note.

6. Term and Termination

6.1	Term	Following the expiry of the Solution Minimum Connection Period, EE will continue to provide the Solution and the Customer shall continue to pay the Charges until it is terminated by either party by giving at least 30 days' written notice to the other or otherwise in accordance with the Agreement. Optional Extras can be added at any time during the term of the Agreement, subject to additional Charges.
6.2	Termination	In addition to the termination and suspension rights set out in the General Terms and Conditions for Business Customers, EE may suspend or terminate the Solution if EE has reasonable grounds for believing that the Customer or the Workforce Safety Users are mis-using the Solution. The Customer may terminate any Optional Extra by giving 30 days' written notice to EE and the relevant Charges will cease to apply on termination. Any Optional Extras will automatically cease on termination of the underlying Solution.
6.3	Consequences of Termination	On termination of this Solution for any reason and notwithstanding anything to the contrary in the EULA, the Customer shall and shall procure that its Workforce Safety Users shall irrevocably delete the Software from their device.
6.4	Termination of End User Licence Agreement	If the EULA is terminated, this Solution shall also terminate. Provided the EULA is not terminated by or for default of the Customer during the Solution Minimum Connection Period, no Termination Charges relating to this Solution will be payable.
6.5	Termination Charges	**If the Customer terminates the Solution within the Solution Minimum Connection Period, Customer shall pay EE the following Termination Charges for each Workforce Safety Device in accordance with the Agreement upon early termination of the Solution (or part of it):** (Subscription Charges x number of months remaining in the Solution Minimum Connection Period).

7. Technical Support

7.1	Technical Support	Technical Support provided with this Solution is described in the Solution Description.

8. Confidentiality and Data Protection

8.1	Data Protection	The Customer acknowledges and agrees: a. that it is a Data Controller (whether acting by itself or through any of its Workforce Safety Users, team administrators or Customer Representative) for the content of messages and conversations received and/or recorded by the Solution and that EE will process and store such content in accordance with the Customer's instructions; and b. that EE and/or its third party supplier(s) are authorised (and have sufficient Workforce Safety User consent) to enable them to process and store such content in order to meet its obligation hereunder.

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		For the purposes of providing the Solution, EE's processing of Personal Data is limited to enabling the purchase, billing and contract administration of the Solution by the Customer. For the purposes of providing the technical Solution including the End User Licensed Software, Peoplesafe will process Personal Data as a direct Data Processor to the Customer in accordance with the EULA and Clause 3.2 of these Solution Terms.
8.2	Third Party Suppliers	In providing the Solution, EE and/or its third party supplier may have access to Customer's and/or Workforce Safety Users' Personal Data for which the Customer is the Data Controller. This information may be confidential to the Customer, or Workforce Safety Users and/or may constitute Personal Data and Sensitive Personal Data. EE will ensure that it and its third party supplier shall: a. observe the confidential nature of such information on terms that are no less onerous than those that apply to EE under the Agreement or Solution; b. process such Personal Data or Sensitive Personal Data only for the purposes of providing the Solution to the Customer; and c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data and/or Sensitive Personal Data.

9. Solution Restrictions and Limitation of Liability

9.1	Restrictions	a. Specialist Devices supplied in accordance with these Solution Terms are only for use with this Solution. b. The Solution shall not be used as a substitute for other reasonable personal safety measures.
9.2	Duty of care	EE does not warrant or represent that this Solution meets the Customer's legal obligations of a duty of care to its employees or any other person under the Health and Safety at Work etc. Act 1974, the Corporate Manslaughter and Corporate Homicide Act 2007 and/or the Health and Safety (Offences) Act 2008.
9.3	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, mis-use or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.

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