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RESPONSE

Full Terms and Conditions for 365 Response Limited

The following Terms and Conditions apply to all our services directly or indirectly made available online, from any mobile device, by email, telephone or through our Expert Services. By accessing, browsing and using our website, call centre or any of our applications through whatever platform or by completing a booking request, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below.

1.0 Scope of services

365 Smart Platform and its associated services, websites and Apps provide a range of services including a call centre function and an online platform.

As our range of services is so varied we may choose to issue specific Terms and Conditions based on the activity. See Schedule 1 for the scope of services included.

2.0 Pricing

Our prices are fully transparent and are designed to ensure there is a direct relationship for contract for service and fee between the relevant parties. The applicable prices are clearly identified in a separate Agreement.

3.0 Disclaimer

Subject to the limitation set out to the terms and conditions and to the extent permitted by law, we are only liable for direct damages suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services up to the total amount of the contract value.

365 Response does not guarantee that the Site and/or the App, or any of our services or any content contained on them, will always be available or uninterrupted. 365 Response reserves the right to withdraw or amend the services it provides on the Site and/or the App without notice to you.

365 Response will not be liable if, for any reason, the Site and/or the App or any of our services are unavailable at any time or for any period.

The Site and the App are available on a number of different devices and these terms of use shall apply to any device, both current and future.

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By using the Site and/or the App, you hereby acknowledge and agree that 365 Response will not be liable under any circumstances for any damage caused to your device or any software.

Subject to your compliance with these terms of use, 365 Response grants you the right to view and print any content on the Site and/or the App for non-commercial use. However, you have no right to:

download (other than page caching) or modify the Site and/or the App, or any part of it, except with the express prior written consent of 365 Response use the Site and/or the App or any part of it for any resale or commercial use of the services on offer or its contents, except with the express written consent of 365 Response any use of data mining robots or other data gathering/extraction tools; attempt or assist anyone to attempt to reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, sub-license, make available to the public, create any derivative works, distribute, commercially exploit, transmit or otherwise use the Site and/or the App, or any part of them, in any way; share, assign or transfer your account to any other person or legal entity; use the Site and/or the App, or any services offered under them, for any illegal purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes; impair the proper operation of the network of the Site and/or the App; harm the Site and/or the App in any way whatsoever; or use your App with an incompatible or unauthorised device.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the security procedures, you must treat such information as confidential. You must not disclose it to any third party.

You agree to be responsible for maintaining the confidentiality of your account and password and accept responsibility for all activities that take place via your account.

You are responsible for ensuring the protection of your own data and the secure release of such information to 365 Response.

You are responsible for restricting access to your devices where appropriate. You are also responsible for ensuring that all persons who access the Site and/or the App through your internet connection or mobile data are aware of these terms of use, and that they comply with them.

365 Response reserves the right to immediately disable any user identification code or password, whether chosen by you or allocated by 365 Response and to terminate your use of the Site and/or the App, at any time, if in its opinion, you have failed to comply with any of the provisions of these terms of use.

Although we use a detailed process of quality assurance, desk top reviews and on-site visits, 365 Response can hold no liability for incidents, damages, losses, injury or death incurred by any party due to inadequate standards of service provision.

4.0 Intellectual property rights

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365 Response is the owner or the licensee of all (registered and unregistered) intellectual property rights in the Site and the App, and in the material published on it. These works are protected by copyright and Trademark Laws. All such rights are reserved.

The trademarks, logos, and service marks (collectively the “**Trademarks**”) displayed on the Site and/or the App are 365 Response’s registered and unregistered Trademarks or are licensed by the relevant third party to 365 Response.

365 Response Trademarks may not be used in connection with any product or service that is not its own, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits 365 Response.

You may not copy, use or imitate any text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, interactive content and scripts on the Site and/or the App without the prior written consent of 365 Response.

Unless otherwise expressly set out in these terms of use, nothing contained on the Site and/or the App should be deemed to grant, by implication, or otherwise, any licence or right in or to any such content without 365 Response express written permission.

Your misuse of the intellectual property displayed on the Site and/or the App, or any other content on the Site and/or the App is strictly prohibited.

You may print off one copy, and may download extracts, of any page(s) from the Site and/or the App for your personal reference and you may draw the attention of others to material posted on the Site and/or the App.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or contents of the Site and/or the App without 365 Response permission.

365 Response status (and that of any identified contributors) as the authors of material on the Site and the App and the owners of the intellectual property on the Site and the App must always be acknowledged.

If you print off, copy or download any part of the Site and/or the App in breach of these terms of use, your right to use the Site and/or the App will cease immediately and you must return or destroy, at 365 Response request, any copies of the materials you have made.

You are also advised that we will enforce 365 Response intellectual property rights to the fullest extent permitted by law. If 365 Response decides not to enforce or exercise its legal rights in respect of a breach of its intellectual property rights at any given time, this does not prevent 365 Response from

later exercising or enforcing such rights.

365 Response therefore accepts no liability whatsoever for any claims, costs, damages, liabilities, losses and expenses that you suffer as a result of your contract with your service provider for the provision of patient transport or care services.

5.0 Personal Data

Any personal data relating to you gathered by us in the registration process or during your use of the service will be recorded and only be used in accordance with our Data Protection Policy.

The website uses various order and registration forms to enable you to request information, products and services.

In some cases you will need to provide us with information such as your name, date of birth, e-mail address and password.

Any personal data we collect during registration or otherwise is designed to allow us to:

- personalise the site for you
- give you access to, and to provide you with, the right kinds of information related to your use of our services
- enable us to compile statistical information for regulatory or business purposes
- send, or call you about our products and services that may be of interest to you.
- If you register, request further information or contact us we may keep a record of that correspondence and incorporate the information it contains into our database(s), which we will keep secure in accordance with the requirements of the Data Protection Act.
- We will not transfer your personal data to any third parties unless:
 - we have your consent to do so
 - the third party is our subcontractor or a member of our group of companies, who is processing personal data on our behalf securely and in accordance with our instructions
or
 - it is otherwise authorised under the Data Protection Act

If there is any inconsistency between 365 Response Privacy Policy and these terms of use, the Privacy Policy shall prevail.

6.0 Reliance on information posted

The content on the Site and/or the App is provided for general information. Any information, commentary and other materials posted on the Site and/or the App is not intended to amount to advice on which reliance should be placed. Any of the material on the Site and/or the App may be out of date at any given time, and 365 Response is under no obligation to update such material.

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365 Response disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the Site and/or the App, or by anyone who may be informed of any of its contents.

7.0 Modification of the Site and/or App

365 Response reserves the right, at its sole discretion to improve, change, alter, or modify the Site and/or the App.

8.0 Liability

Nothing in these terms excludes or limits 365 Response liability for death or personal injury arising from 365 Response negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

The material displayed on the Site and/or the App is provided without any guarantees, conditions or warranties as to its accuracy. You must bear the risks associated with the use of the Site and/or the App, the services and the internet.

To the fullest extent permitted by law, 365 Response (including its officers, directors and employees) and third parties (including any agents or sub-contractors) connected to it hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability arising under or in connection with:
- use of, or inability to use, the Site and/or the App;
- use of or reliance on any content displayed on the Site and/or the App;
- incompatibility of the Site and/or the App with any of your computer and/or mobile equipment, devices, software or telecommunications links;
- and unsuitability, unreliability or inaccuracy of the Site and/or the App.

To the fullest extent permitted by law you acknowledge and agree that 365 Response will not be liable to you or any third party for any consequential or incidental losses (including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and/or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable) resulting from your use of the Site and/or the App.

365 Response will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer and/or mobile

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equipment, computer programs, data or other proprietary material due to your use of the Site and/or App or to your downloading of any content on it, or on any website linked to it.

9.0 Indemnity

By accepting these terms of use you agree to defend, indemnify (compensate) and hold 365 Response, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents, harmless from all and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees) arising out of or in connection with:

- a. your violation or breach of any terms of these terms of use or any applicable law or regulation, whether or not referenced herein;
- b. your violation of any rights of any third party, including service providers such as drivers; or
- c. your use or misuse of the Site and/or the App.

Information about you and your visits to the Site and/or the App

We process information about you in accordance with 365 Response Policies:

- Confidentiality and Data Protection Policy
- Information Sharing Policy
- Information Security Policy
- ISO27001 Policies

By using the Site and/or the App, you consent to the processing (collecting, using, disclosing, retaining or disposing of personal data) of your data and you confirm that all data provided by you is accurate.

All personal information supplied to 365 Response including any email addresses, mobile phone numbers, location information are treated in line with the NHS Digital Information Governance requirements for third party commercial organisations.

10.0 Viruses, hacking and other offences

365 Response does not guarantee that its site will be secure or free from bugs or viruses. 365 Response ensures international best practice is maintained at all times and has been externally assessed for ISO 27001 and is accredited with this external validation. In addition 365 Response has been registered as Cyber Essentials and is compliant with the NHS Digital Information Governance Level 3 Toolkit and takes all reasonable steps to operate at the highest level of data security and integrity.

You must not misuse the Site and/or the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the Site and/or the App, the server on which the

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Site and/or the App are stored on any server, device or database connected to the Site and/or the App. You must not attack the Site and/or the App via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 365 Response will report any such breach to the relevant law enforcement authorities and 365 Response will co-operate with those authorities by disclosing your identity to them.

In the event of such a breach, your right to use the Site and/or the App will cease immediately.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Site and/or the App.

You should use your own virus protection software.

11.0 Links from the Site and/or the App

The Site and the App may include links to other web sites, apps or material which is beyond the control of 365 Response and which are owned and controlled by third parties.

365 Response is not responsible for the content on these links, the internet or World Wide Web pages or any other site or app outside the Site and the App.

Where the Site and/or the App contain links to other sites or apps or materials provided by third parties, these links are provided for your information only.

12.0 Variations to the Terms and Conditions

365 Response reserves the right, in its sole discretion, to vary these terms of use at any time. Any changes 365 Response makes to these terms of use will be posted on the 365 Response Smart Platform/HealthCab web site.

13.0 Assignment

Your account and the services provided are personal to you, and therefore you may not assign, sublicense or transfer in any other way your rights and obligations under these terms of use to any third party.

14.0 Invalidity of one or more provisions

If any part of these terms of use is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

15.0 Third Party Transaction Rights

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Rights under this Agreement only accrue to a person party to this Agreement.

Accordingly, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16.0 Your concerns

If you have any concerns about material which appears on the Site and/or the App, please contact us at info@365response.org

17.0 Electronic communications

When you use the Site, the App or send us emails or use pop-ups or make calls, you may be communicating with 365 Response electronically.

You consent to receive communications from 365 Response electronically.

365 Response and or its accredited transport provider/s will communicate with you by email, pop-up, phone, text or by posting notices on the Site.

You agree that all agreements, notices, disclosures and other communications sent to you electronically satisfy any legal requirement that such communications should be in writing.

18.0 Disclosure to legal authorities

In accordance with our Information Governance Policy, 365 Response reserves the right to disclose data about you to any legal authority where it is obliged to by law, regulation or governmental request. 365 Response will not be obliged to notify you of any such disclosure.

19.0 Jurisdiction and applicable law

These terms of use, and any non-contractual obligations arising out of them, are governed and construed in accordance with the law of England and Wales and any proceedings resulting out of these terms of use, and any non-contractual obligations arising out of them, the privacy policy and/or the use of the Site shall be held in the Courts of England and Wales.

20.0 Cancellation and Amendment

We can withdraw, cancel or amend a quotation if it has not been accepted by you, or of the services have not started, within a period of 30 days from the date of quotation, (unless the quotation has been withdrawn)

Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

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If you want to amend any details of the service you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.

21.0 Payment

We will invoice you for payment of the fees:

- a) In line with the quotation; or
- b) In line with the contract of agreement

You must pay the fees due within 7 days of the date of invoice or otherwise in accordance with any credit terms agreed between us.

Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 3% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

Receipts for payments will be issued by us only at your request.

All payments must be made in 7 days unless otherwise agreed in writing between us.

22.0 Sub-Contracting and assignment

We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

23.0 Termination

We can terminate the provision of the Services immediately if you:

- a) Commit a material breach of your obligations under these terms and Conditions; or
- b) Fail to make payment on any amount due under the Contract on the due date for payment: or
- c) Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or enter into a voluntary arrangement or any other scheme or arrangement is made with its creditors

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SCHEDULE 1

1.1 365 Smart Platform (365SP)

A flexible, computer-aided dispatch, compliance, booking and governance tool which co-ordinates the flow of people, resources and facilities in regulated and non-regulated settings. Designed to support the efficient flow of people, services and products to, from and between settings whilst ensuring governance and compliance.

Scope:

- Computer Aided Dispatch: Simple effective journey route planning
- Governance: ensuring compliance and safety
- APT: auto planning of journeys to resources, increased resource efficiencies
- Marketplace Shifts: auto gather quotes from providers for shift cover
- Marketplace Journeys: auto gather quotes from providers for journey cover
- Contract Management: report in real-time KPI compliance
- Reporting: live reporting of service levels and resource allocations
- Live Monitoring: monitor resources in real-time

1.2 Subject Matter Experts

Our Subject Matter Experts work extensively with our customers to support improvements and solutions on dedicated projects which are bespoke to individual clients.

The customer is responsible for clearly identifying the scope of work for each individual project and full responsibility for their data and information sharing policy. The responsibility of confidentiality remains with the customer in relation to any patient identifiable data.

1.3 Ambulance and Transport Bookings

Giving access to a network of quality assured Ambulance and transport providers who can be booked for a range of journey types. The booking process identifies the most appropriate vehicle type and skill level required for the person making the booking but does NOT provide a clinical triage function which remains the sole responsibility of the referrer (private individual; Health and Social Care Professional; Insurance Agency, Hospital, Care Home, Police, Fire and Rescue, Airport; Airline; Travel Agent worldwide here forwards known as the Commissioning Authority).

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By making a booking through the 365 Smart Platform/HealthCab service and its associated websites and or/Apps the requester enters into a contractual relationship directly with the Transport Provider which is selected through the booking process. We act as a Single Point of Access and Booking Bureau and we may undertake some or all of the following services, depending upon the service specification agreed and contract signed:

1. Single Point of Access for all transport bookings
2. Access to an approved Ambulance and Transport Providers
3. Clear, auditable booking process
4. Price Check and Price Comparison Service
5. Quality assurance assessment of Providers to include where appropriate and relevant
6. Invoice validation, mileage and wait time verification on behalf of the Commissioner
7. Training records checks for Transport Providers
8. Investigation support for incidents and complaints relating to the Transport Provision on behalf of the Commissioner
9. Activity reporting and cost saving analysis for the Commissioner
10. Confirmation of the final booking on behalf of the Transport Provider back to the Commissioner

The services offered are unique and provide end to end service both through the traditional method of a telephone booking together with the best technology for online booking ensuring the safe booking of an appropriate and responsive transport. Our technologies, booking portals, websites and Apps create a single Transport Booking Bureau that is supported by an experienced customer service team and subject matter experts in Ambulance delivery and quality assurance.

Following a quality assurance process, the providers are given access to the platform and are responsible for ensuring they are fully compliant with all regulatory and health and social care provision requirements required by law.

The Transport Booking Service, Web sites and Apps provide access to a large number of independent service transport providers in a locality and give the providers access to a large number of journeys.

For the avoidance of doubt, the Ambulance/Transport Booking Service relationship is direct with the service provider selected either by the requester or on behalf of the requester by the NHS or Social Care Commissioning Authority or 365 Response. You acknowledge and agree that 365 Response is not a party to that contract and is not responsible for the payment for such service.

Transport Booking Cancellation charges

A cancellation charge may apply for a transport booking if the Commissioning Authority requests a journey and has gone to the allocation and selection stage for a transport provider, this is because of the effort and work undertaken to compare the market and seek direct quotes and availability has taken place.