

Service Terms and Conditions

1. This Agreement

- 1.1. This Agreement is a legal agreement between the Customer and GSL for the non-transferable right to access and use the Services including the GSL Platform.

2. Duration and termination

- 2.1. This Agreement starts on the Start Date stated in the Order Form or as otherwise agreed between the parties (**Effective Date**).
- 2.2. Unless terminated earlier in accordance with its terms, This Agreement continues until the end date set out in the Order Form (**Initial Period**).
- 2.3. On expiry of the Initial Period, this Agreement renews automatically for successive periods of 12 months (each a **Renewal Period**) unless:
 - 2.3.1. either party gives the other party not less than thirty (30) days' notice to terminate prior to the end of the Initial Period or Renewal Period (as applicable), in which case this Agreement ends on the expiry of the Initial Period or the then-current Renewal Period (as applicable); or
 - 2.3.2. unless terminated earlier in accordance with the terms of this Agreement.
- 2.4. Either party may terminate this Agreement immediately by giving notice to the other party if
 - 2.4.1. the other party materially breaches this Agreement unless, in a case where the breach is capable of remedy, the other party remedies the breach within 30 days after receiving notice to do so; or
 - 2.4.2. the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 2.5. GSL may terminate this Agreement and/or suspend the provision of the Services immediately if the Customer does not pay any undisputed amount due to GSL under this Agreement on the due date for payment and the Customer remains in default 30 days after being notified to make the undisputed payment.
- 2.6. On termination of this Agreement for any reason:
 - 2.6.1. if by the Customer pursuant to clause 2.4, the Customer must pay the Fees in full for the Services up to and including the termination date and/or GSL shall refund the Customer any prepaid fees covering the remainder of the term of the Order Form after the termination date;
 - 2.6.2. if by the Customer for any reason other than pursuant to clause 2.4 or if by GSL, the Customer must pay the Fees in full for the Services up to the expiry of the Initial Period or current Renewal Period (as applicable). No refund of fees will be provided by GSL. In no event will such termination by the Customer or by GSL relieve the Customer of its obligation to pay any Fees;
 - 2.6.3. all rights granted to the Customer under this Agreement terminate and the Customer must immediately stop using the Services; and
 - 2.6.4. any part of this Agreement which, by its nature, should survive termination will continue in force.
- 2.7. Within sixty (60) days after termination of this Agreement, the Customer may notify GSL to request a copy of GSL's most recent back-up of the Customer Data. Within sixty (60) days after receiving

the notice, GSL must deliver the back-up to the Customer in GSL's standard format. If the Customer does not notify GSL within the sixty (60) day period noted in this clause 2.7, GSL shall destroy or otherwise dispose of the Customer Data.

3. Services

- 3.1. Subject to the terms and conditions of this Agreement, GSL shall provide the Customer during the term of this Agreement, solely for the Customer's internal business operations:
 - 3.1.1. the non-transferable right to access and use the GSL Platform (**Hosted Services**);
 - 3.1.2. technical support services in accordance with GSL's standard practices in relation to the GSL Platform (**Support Services**); and
 - 3.1.3. the provision of confidential staff liaison and Freedom To Speak Up service as further described in Schedule 1 (**Staff Liaison Services**),(together, the **Services**).
- 3.2. GSL shall provide the Services with reasonable skill and care.
- 3.3. If GSL agrees to provide services outside the scope of the Services, GSL may charge the Customer for these additional services on a time and materials basis. GSL is not required to provide additional services unless the Customer has first approved GSL's quotation in writing.
- 3.4. The Customer shall take all reasonable steps to enable GSL to provide the Services and perform its other obligations under this Agreement. If the Customer fails to do so or otherwise prevents or delays GSL from performing its obligations under this Agreement, GSL is not in breach of this Agreement and is not liable to the Customer for the delay or failure to perform the affected obligations.

4. Fees

- 4.1. The Customer must pay to GSL the fees set out in the Order Form and any fees agreed by the parties in writing for additional services (**Fees**). Fees are based on Services purchased and not actual usage. The quantity of Services purchased cannot be decreased during the relevant Initial Term or Renewal Term (as applicable).
- 4.2. All amounts set out in this Agreement are exclusive of VAT and other taxes, which the Customer must pay to GSL in addition to and at the same time as the Fees.
- 4.3. GSL will invoice the Customer for the Fees on or around the Effective Date and any anniversary thereof (as applicable). The Customer must pay each invoice in full within the time period set out in the Order Form. Unless otherwise stated in the Order Form, invoiced Fees are due 30 days from the date of receipt of an invoice.
- 4.4. If the Customer disputes the whole or part of an invoice, the Customer shall notify GSL in writing, before the due date for payment. The notice must state that the invoice is disputed and be accompanied by details of the invoice that is being disputed and the reasons for the dispute. The Customer shall pay the undisputed amount. GSL and the Customer shall each use reasonable endeavours to resolve the dispute as soon as reasonably practicable. The Customer waives the right to dispute its liability to pay any invoice in respect of which it has not raised a dispute in accordance with this clause.
- 4.5. The Customer must make all payments under this Agreement in full, without any deduction, set-off, withholding or counterclaim (except for any deduction or withholding required by law). If the Customer is required by law to make a deduction or withholding, the Customer must increase the payment amount so that the net amount GSL receives is the same as the amount GSL would have received but for the deduction or withholding required by law.

- 4.6. If the Customer does not pay the Fees in full on the due date for payment, then:
- 4.6.1. GSL may suspend the Customer's account and access to all or part of the Services until payment is received in full; and
 - 4.6.2. GSL may charge interest on the overdue amount, calculated daily at an annual rate of 4 percentage points per annum above the then-current [base rate of the Bank of England](#) from the due date until payment (whether before or after judgement).
- 4.7. Services are subject to any usage limits specified in the Order Form. If the Customer exceeds the limits set out in an Order Form, GSL may invoice the Customer for, and the Customer must pay, a pro rata increase in the Fees reflecting the increased use until the end of the Initial Period or then-current Renewal Period (as applicable) within 30 days from the date of such invoice.
- 4.8. At the start of each Renewal Period, the Fees will be the same as that during the immediately prior term unless GSL has given the Customer written notice of a pricing increase at least sixty (60) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.
- 4.9. All sums payable by the Customer to GSL under this Agreement shall become due immediately on its termination, despite any other provision of this Agreement and without prejudice to GSL's right to charge interest on late payment. Such sums shall include any sums that are payable as a result of termination but have not yet been invoiced by GSL, including without limitation those due under clause 2.6.

5. Conditions of use

- 5.1. The Customer must:
- 5.1.1. cooperate reasonably with GSL in connection with this Agreement;
 - 5.1.2. provide GSL any information GSL reasonably requires to provide the Services (for example, Customer Data) and ensure the accuracy, quality and legality of such information;
 - 5.1.3. comply with, and procure compliance by its Authorised Users of, applicable laws in connection with this Agreement;
 - 5.1.4. obtain and maintain all licences, consents and permissions necessary for the Customer to access the Services;
 - 5.1.5. use reasonable efforts to prevent unauthorised access to, or use of, the Services. If the Customer becomes aware of any unauthorised access or use, the Customer must notify GSL promptly; and
 - 5.1.6. use the Services only for its own internal business purposes and for no other purpose unless expressly provided otherwise in this Agreement.
- 5.2. The Customer must not:
- 5.2.1. except as permitted by applicable law which cannot be excluded:
 - 5.2.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download (except for downloadable GSL Materials), display, transmit, or distribute all or part of the GSL Platform; or
 - 5.2.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the GSL Platform; or

- 5.2.2. access all or any part of the Hosted Services to build a product or service that competes with the Services; or
 - 5.2.3. commercially exploit the Hosted Services or make them available to anyone except the Customer's Authorised Users; or
 - 5.2.4. attempt to obtain, or help anyone else obtain, access to the Hosted Services other than as provided for in this Agreement; or
 - 5.2.5. allow individuals to share login credentials (for example, by using a generic email address that more than one person uses to access the GSL Platform); or
 - 5.2.6. store payment card information in the GSL Platform; or
 - 5.2.7. use the Services in any illegal way or any way that causes damage or injury to any person or property; or
 - 5.2.8. use the Hosted Services to access, store, distribute or use any malware or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, libelous, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, or is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability.
- 5.3. The Customer shall ensure compliance by its Authorised Users of the conditions of use and other terms of this Agreement. The Customer shall be responsible and liable for the acts and omissions of its Authorised Users in relation to this Agreement as if they were the acts or omissions of the Customer.
- 5.4. GSL may remove or disable the Customer's access to any material that does not comply with the conditions of use in this clause 5.
- 5.5. GSL may at its discretion:
- 5.5.1. change the technical specification or functionality of the Hosted Services for technical or operational reasons, provided that any such change to the technical specification or functionality does not materially decrease or impair performance of the Hosted Services;
 - 5.5.2. provide an alternative service or make changes to a Service (for whatever reason including in order to manage obsolescence), provided that any such change does not materially decrease or impair performance of the Service; or
 - 5.5.3. change the Services in order to comply with any applicable law or regulation.

6. Intellectual property

- 6.1. The Customer or its licensors own all IP in the Customer Data and any data that is derived from the Customer Data and provided to the Customer as part of the Services.
- 6.2. The Customer grants to GSL a worldwide, non-exclusive, royalty-free licence to (i) access and use the Customer Data and any other information provided by the Customer to perform and improve the Services; (ii) reproduce the Customer's name and logo in marketing and promotional materials (including on GSL's website) upon the written consent of the Customer and in compliance with any reasonable brand guidelines that the Customer notifies to GSL from time to time; and (iii) use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer relating to the operation of the Services.
- 6.3. The Customer warrants that it is entitled to grant the licences in clause 6.2 and that GSL's use of those rights in accordance with this Agreement will not infringe anyone else's rights.

- 6.4. GSL or its licensors own all IP in:
- 6.4.1. the Services, the GSL Platform, all GSL Materials and any corresponding improvements, enhancements or modifications to them;
 - 6.4.2. the GSL name and logo; and
 - 6.4.3. all technical methodologies utilised in providing the ~~Implementation~~ Services and creating any corresponding deliverables thereunder.
- 6.5. Unless expressly permitted under this Agreement, the Customer may not use any of GSL's or GSL licensors' IP without GSL's prior written consent.
- 6.6. If the Customer becomes aware of any infringement or misappropriation of GSL's or GSL licensors' IP, the Customer must promptly notify GSL. At GSL's expense, the Customer must assist GSL by taking reasonable steps to defend GSL's or GSL licensors' IP, but the Customer may not start legal proceedings to do so of its own accord.
- 6.7. GSL grants the Customer a non-exclusive, non-transferable right and licence to use any IP subsisting in the Services, the GSL Platform and all GSL Materials supplied to the Customer pursuant to this Agreement solely for the Customer's internal use during the term of and in accordance with this Agreement.

7. Data protection

- 7.1. Each of the parties acknowledge their respective duties under Data Protection Laws and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties in connection with this Agreement. GSL's privacy policy <https://www.theguardianservice.co.uk/privacy-policy-sets-out-in-detail-how-gsl-deals-with-and-processes-personal-data-that-a-customer-provides-to-gsl>.
- 7.2. Each of the parties shall ensure that patient related personal data is safeguarded at all times in accordance with all laws, and this obligation will include (if transferred electronically) only transferring patient related personal data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Customer under any law and this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes.
- 7.3. The Customer consents to GSL storing and accessing information in the terminal equipment used by the Customer's personnel to access the Hosted Services for the purpose of gathering information relating to the provision, use and performance of the Hosted Services (**Usage Data**).
- 7.4. During and after this Agreement, GSL may use Usage Data to improve the Services and for development, diagnostic and correction purposes connected with the Services.

8. Disclaimers

- 8.1. GSL does not warrant that the Customer's use of the Hosted Services will be uninterrupted or error-free.
- 8.2. Unless otherwise stated in this Agreement, GSL is not responsible for delays, delivery failures, or any other loss or damage caused by the transfer of data over communications networks and facilities, including the internet that are not under GSL's control or direction. Subject to the terms of this Agreement, the Customer acknowledges that the Hosted Services are subject to limitations, delays and other problems inherent in the use of communications networks and facilities.

- 8.3. GSL does not give any representations or warranties about the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of any [GSL Materials or any](#) outputs or content created by, via or on the GSL Platform.
- 8.4. GSL is not responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, except for those third parties engaged by GSL to maintain and back up Customer Data and/or those third parties that are sub-contracted by GSL to provide the Hosted Services and/or the GSL Platform.
- 8.5. GSL may update or maintain the Hosted Services at any time.
- 8.6. Except as expressly provided in this Agreement:
 - 8.6.1. the Customer is solely responsible for the results achieved using the Hosted Services and for the conclusions that the Customer draws from that use, and GSL has no liability for any damage caused by errors or omissions in (a) any information, instructions or scripts provided to GSL by the Customer in connection with the Services, (b) any actions GSL takes at the Customer's direction or (c) any [GSL Materials or any](#) outputs or content created by, via or on the GSL Platform [or the GSL Materials](#);
 - 8.6.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, trade usage, course of dealing or otherwise are, to the fullest extent permitted by applicable law, excluded from this Agreement. In particular, GSL does not guarantee that the Hosted Services or anything else supplied under this Agreement will be uninterrupted or error-free and GSL makes no other representation or warranty, whether express or implied, and excludes any such representations or warranties to the fullest extent permitted by law, including implied warranties of merchantability and fitness for a particular purpose or warranties that anything supplied by GSL under this Agreement will meet the Customer's requirements or work in combination with any third party software, hardware or services, unless otherwise stated in this Agreement; and
 - 8.6.3. GSL provides the Hosted Services on an "as is" basis.
- 8.7. For the avoidance of doubt, and without limitation, the Staff Liaison Service does not include nor constitute the provision of:
 - 8.7.1. legal advice;
 - 8.7.2. a service of last resort;
 - 8.7.3. mediation, conciliation, or any other form of intermediary service between the Customer and its Customer Staff Members; nor
 - 8.7.4. advocacy services for the Customer or its Customer Staff Members.
- 8.8. GSL's liability to the Customer in relation to the Staff Liaison Service shall be limited to matters related to GSL's provision of (when requested by a Customer Staff Member):
 - 8.8.1. confidential information and emotional support in the context of an off the record discussion with Customer Staff Members; and
 - 8.8.2. support as an independent facilitator of discussion between Customer Staff Members and the Customer.
- 8.9. In relation to the Staff Liaison Service, GSL is not liable to the Customer for, without limitation:
 - 8.9.1. any action that a Customer Staff Member may, or may not, take in order to address their concern(s);

- 8.9.2. the resolution (or lack thereof) of the Customer Staff Member's concern(s);
 - 8.9.3. the impact or consequences for any individual or the Customer, of the resolution (or lack thereof) of the Customer Staff Member's concerns; or
 - 8.9.4. any actions that a Guardian may take in accordance with the policies and guidance contained within the GSL Materials including any escalation of concerns to external regulators.
- 8.10. Where GSL has facilitated a meeting between a Customer Staff Member and the Customer, GSL is not liable to the Customer for any action or inaction following such a meeting, or for the resolution (or lack thereof) of Customer Staff Member's concern(s) following such a meeting.
- 8.11. The GSL Materials are intended to assist the Customer with compliance of the National Requirements. However, the Customer remains solely responsible for compliance with National Requirements. GSL excludes any liability in relation to the Customer's non-compliance of National Requirements. By accessing the GSL Platform, the Customer agrees it will implement, comply with and recognise the policies and guidance contained within the GSL Materials.

9. Limits on liability

- 9.1. References to **liability** in this clause 9 include every kind of liability arising under or in connection with this Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- 9.2. Nothing in this Agreement limits the Customer's obligations to pay the Fees.
- 9.3. Nothing in this Agreement limits any liability that cannot legally be limited, including liability for:
- 9.3.1. death or personal injury caused by negligence; or
 - 9.3.2. fraud or fraudulent misrepresentation; or
 - 9.3.3. any other matter for which it would be illegal or void at law for a party to limit or exclude its liability.
- 9.4. Subject to clause 9.3, GSL's total liability to the Customer under or in connection with this Agreement during each Contract Year will not exceed the cap.
- 9.5. Subject to clauses 9.2 and 9.3, the Customer's total liability to GSL under or in connection with this Agreement during each contract year will not exceed the cap.
- 9.6. For the purpose of clauses 9.4 and 9.5, the **cap** is an amount equal to 100% of the Fees paid by the Customer in respect of the Contract Year in which the liability arose.
- 9.7. The caps on the parties' respective liabilities are not reduced by interest payments under clause 4.6, or by any amounts awarded by a court or arbitrator using their procedural or statutory powers in respect of costs of proceedings or interest for late payments.
- 9.8. Subject to clauses 9.2 and 9.3, the following types of loss are wholly excluded: loss of profits, loss of sales, turnover, revenue, profits or opportunity, loss of or interruption to business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information (but excluding loss of Customer Data), loss of or damage to goodwill, wasted management or administrative time or any indirect or consequential loss or damage or any special or exemplary loss or damage.

10. Confidentiality

- 10.1. The parties must only disclose Confidential Information to each other if it is necessary to do so.
- 10.2. Subject to clause 10.3, the Receiving Party must:

- 10.2.1. treat in confidence all Confidential Information;
 - 10.2.2. not disclose in whole or in part Confidential Information to anyone who is not a party to this Agreement;
 - 10.2.3. not to use any Confidential Information for any purpose outside the scope of this Agreement; and
 - 10.2.4. apply at least the same measures for the purpose of ensuring the confidentiality of Confidential Information as it applies to its own confidential information, which must be at least a reasonable standard.
- 10.3. A Receiving Party may disclose Confidential Information:
- 10.3.1. to its group companies and to its and their employees, officers, representatives or advisors to the extent required for the proper performance of this Agreement (conditional on those recipients being told about the confidential nature of the Confidential Information and the Receiving Party ensuring that they comply with clause 10.2 as if they were parties to this Agreement); and
 - 10.3.2. to the extent required to do so by law, but only if the Receiving Party (if it is lawful to do so) notifies the other party as far as reasonably practicable in advance that the disclosure will be made and provide reasonable assistance, at the other party's cost, if such other party wishes to contest the disclosure.

11. Notices

- 11.1. Any notice given to a party under or in connection with this Agreement must be in writing and must be:
- 11.1.1. delivered by hand or next working day delivery service at its principal place of business; or
 - 11.1.2. sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - 11.1.2.1. GSL: [REDACTED]; and
 - 11.1.2.2. Customer: the customer contact email set out in the Order Form.
- 11.2. Any notice is deemed received:
- 11.2.1. if delivered by hand, at the time the notice is left at the proper address; or
 - 11.2.2. if sent by next working day delivery service, at 9.00 am local time on the second working day after posting in the location of receipt; or
 - 11.2.3. if sent by email, at the time of transmission, or, if this time is outside business hours (9.00am to 5.00pm) on a working day in the place of receipt, when business hours resume.
- 11.3. This clause 11 does not apply to the service of any proceedings or other documents in any legal action, arbitration or any other method of dispute resolution.

12. Non-solicitation

- 12.1. In order to protect the legitimate business interests of each of the parties, each party covenants with the other party that neither it nor any of its Affiliates shall (except with the prior written consent of other party):
- 12.1.1. attempt to, or actually, solicit or entice away from employment or service of the other party or any of its Affiliates; or

12.1.2. employ or engage or otherwise facilitate the employment or engagement of, any Restricted Person.

12.2. Each party shall be bound by the covenant set out in clause 12.1 during the term of this Agreement and for a period of 12 months after termination or expiry of this Agreement.

12.3. For the purposes of this clause 12, a **Restricted Person** shall mean, in respect of one party, any person directly or indirectly employed or engaged by the other party or any of its Affiliates during the term of this Agreement.

13. Assignment and Subcontracting

13.1. Subject to clauses 13.2 and 14.2, neither party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit or burden of this Agreement without the consent of the other party.

13.2. GSL may subcontract or otherwise delegate the performance of any of its obligations under this Agreement with the prior written consent of the Customer, such consent not to be unreasonably withheld. However, Customer consent is not required for GSL to engage individual contractors in lieu of employees in relation to the provision of the Services. Where GSL subcontracts or otherwise delegates out any of its obligations in accordance with this clause 13.2, GSL shall remain liable for the proper performance of its subcontractors and/or delegates.

14. General legal terms

14.1. GSL is not in breach of this Agreement or otherwise liable if it is prevented or delayed from performing its obligations under this Agreement because of circumstances beyond its reasonable control. GSL must notify the Customer if these circumstances occur and, if they continue for 60 days or longer, then the Customer may terminate this Agreement immediately by notifying GSL.

14.2. Except in the case of a merger or corporate acquisition affecting GSL or as otherwise permitted in accordance with clause 13, neither party may assign, transfer or otherwise create any interest in any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.3. This Agreement is the entire agreement between the parties relating to its subject matter and supersedes anything previously passing between them relevant to that subject matter.

14.4. Each party acknowledges that, in entering this Agreement, it does not rely on anything that is not set out in this Agreement.

14.5. GSL may amend these Terms from time to time provided that GSL provides prior written notice of such proposed amendment to the Customer. In such circumstances, any undisputed revised terms of these Terms will take effect thirty (30) days from the date of notice to the Customer. The Customer's continued use of the Services shall be deemed to constitute its acceptance of any such revised terms. Where the Customer does not agree to any such amendments to these Terms, the Customer shall have the right to terminate this Agreement in accordance with clause 2.4.1.

14.6. No failure or delay by a party to exercise any right or remedy provided under this Agreement or at law constitutes a waiver of that or any other right or remedy, nor does it preclude or restrict the future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy precludes or restricts the further exercise of that or any other right or remedy.

14.7. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

If that modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification or deletion under this clause 14.7 does not affect the validity or enforceability of the rest of this Agreement.

- 14.8. Nothing in this Agreement is intended to establish any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.
- 14.9. A person who is not a party to this Agreement does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 14.10. The construction, validity and performance of this Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.

15. Definitions and interpretation

- 15.1. In this Agreement, the following definitions apply:

Affiliate means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

Agreement is defined in clause 1.1.

Authorised Users means the Customer and any of the Customer's officers, employees and independent contractors or as otherwise defined in the Order Form, that are permitted access to the Services.

Billing Date means the billing date specified on the Order Form.

Confidential Information means all information which is by its nature confidential, or which is marked as such, that is received by a party (**Receiving Party**) from the other party in connection with this Agreement, other than (i) information that was rightfully in the possession of the Receiving Party before disclosure by the disclosing party; (ii) information that is in the public domain other than as a result of a breach of this Agreement by the Receiving Party; or (iii) information that is independently developed without access to the other party's Confidential Information.

Contract Year means a 12-month period beginning on the Effective Date or any anniversary of it.

Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a company or other business entity.

Customer means you as the customer whose details have been completed in the Order Form.

Customer Staff Member means an individual who is employed or engaged by the Customer.

Customer Data means any contact details, data and content provided by or on behalf of the Customer or its Authorised Users in connection with the Services and/or for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Laws means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

Effective Date is defined in clause 2.1.

Fees is defined in clause 4.1.

GSL means The Guardian Service Ltd, a company incorporated in England and Wales under company number 09030131 whose registered office is at First Floor, 14-15 Berners Street, London, W1T 3LJ.

GSL Materials means the materials that are provided on the GSL Platform as described in Schedule 2.

GSL Platform means the primary care service platform provided by GSL as part of the Services and which shall provide access to the materials and services described in Schedule 2.

Guardian means an individual staff member employed or engaged by GSL who acts as the contact person for Customer Staff in relation to the Staff Liaison Services and **Guardians** shall mean all of any of them.

Hosted Services is defined in clause 3.1.1.

Initial Period is defined in clause 2.2.

IP means any intellectual property rights of any kind, whether registered or unregistered, and including applications, renewals, extensions, and rights to claim priority, in each case anywhere in the world.

National Requirements means any law, regulation or guidance of the United Kingdom or of a part of the United Kingdom in connection with the appointment of Freedom to Speak Up Guardians by primary care provider organisations, including any law, regulation or guidelines that are published and publicly available and/or notified to the Customer by any regulator or competent body for example the Department of Health and Social Care, NHS England, the National Guardian's Office, the Care Quality Commission and any successor entities of the foregoing.

Order Form means the online order for the Services under this Agreement that has been completed by the Customer and which will be confirmed by email correspondence from GSL to the Customer¹.

party means the Customer or GSL and **parties** means both of them.

Receiving Party is defined in the definition of Confidential Information.

Renewal Period is defined in clause 2.3.

Services are defined in clause 3.1.

Staff Liaison Services is defined in clause 3.1.3.

Support Services is defined in clause 3.1.2.

Usage Data is defined in clause 7.2.

15.2. In this Agreement, the following rules of interpretation apply:

15.2.1. Headings do not affect the interpretation of this Agreement.

15.2.2. Words in the singular include the plural and vice versa.

15.2.3. References to one gender include all genders.

15.2.4. References to any law, regulation, guideline or other enactment are to such enactment as amended or re-enacted from time to time, and including any secondary legislation made under that enactment.

15.2.5. References to clauses are to clauses in this Agreement and to the Schedules are to the Schedules to this Agreement and to paragraphs are to paragraphs in the Schedules. The Schedules have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.

¹ GSL Legal: I have assumed that the details of each online order for the service will be confirmed by email

- 15.2.6. The terms **including, include, in particular, for example** and other similar terms are illustrative and do not limit the sense of the words preceding them.
- 15.2.7. A reference to **written** or **in writing** includes email but not fax, SMS, WhatsApp or any other social media.

Schedule 1 – Staff Liaison Services

1. The Staff Liaison Service will be provided by GSL through the provision of a dedicated primary care email address and phone line. This will be the way in which Customer Staff Members can raise cases with a Guardian.
2. Hours of service: Contact with a Guardian is available 24/7/365 via telephone and email for Customer Staff Members. Meetings related to cases raised by a Customer Staff Member will be offered between 9:00 am and 5:00 pm Monday to Friday (except on bank holidays) and offered on a video call basis only.
3. Days of service: 7 days via telephone and email for Customer Staff Members.
4. Each Guardian is DBS checked.
5. Guardians will have a minimum of 5 years' experience with proven management and organisational skills at a mid-management or higher level.
6. GSL shall only engage with an issue raised by a Customer Staff Member if it relates to patient and/or Customer staff safety and welfare, workplace bullying, racism, discrimination, unfair treatment by colleagues and/or managers, or general issues relating to a Customer Staff Member's relationship with the Customer or a request for signposting.
7. In relation to any relevant issues raised (as described in paragraph 6), the role of the Guardian is to highlight the issues identified and support Customer Staff Members to understand these issues and the possible actions they may take to resolve them. The issues raised will be escalated in accordance with the escalation protocol and policy as set out in the GSL Materials. The resolution of the issues raised is wholly the responsibility of the parties to whom they are escalated. Customer Staff Members who make use of the Staff Liaison Services may decide to take additional action in respect of any matter raised.
8. A Guardian contact with a Customer Staff Member may involve multiple video call meetings, telephone calls and emails. Equally a case may be resolved with one meeting. Each case is reported in the quarterly report provided by the GSL Platform.
9. Where GSL acts as a facilitator for a meeting between a Customer Staff Member and the Customer, this does not amount to the provision of mediation, arbitration, conciliation, or any other form of intermediary service. It is an independent facilitation of a meeting only.

Schedule 2 – GSL Platform

The GSL Platform shall provide access to the following materials and services:

1. A Freedom to Speak Up policy that follows national guidelines that the Customer can adopt locally
2. A generic RAG rating and escalation protocol and policy that Guardians will apply when handling cases²
3. Generic communications material including downloadable posters, an engagement video, and FAQs that Customers can access
4. Quarterly client bulletin providing updates and general information
5. Reports on case numbers received. These will be produced quarterly for each Customer and will only contain basic, non-identifiable, information.
6. Access to an email helpline to handle any questions about the service.

² GSL Legal: to confirm this will outline potential escalation to external bodies for issues marked RED.