

TERMS AND CONDITIONS

The supplier's equipment

1. In order to facilitate delivery of the services provided under this agreement, the supplier requires reasonable access to install certain equipment at the customer's premises. This equipment shall at all times remain the property of the supplier unless sold directly to the customer and the supplier shall make no charge for the supply or use of the equipment. At the discretion of the supplier, the equipment supplied may be new or previously used.
This equipment will consist of:-
 - a) An appropriate Telecare base unit with personal pendant trigger device
 - b) An agreed range of suitable Telecare devices.

Facilities to be provided by the customer

2. To meet our obligations under this agreement, we will require you to:
 - a) Allow access to install and maintain our equipment on your premises.
 - b) Afford our staff or agents reasonable access to your premises at agreed dates and times to install, maintain or recover our equipment
 - c) Provide continuous use of a standard telephone socket connected to the UK telephone network and affording outgoing dialled access to any other subscriber to the UK telephone network.
 - d) Provide continuous use of a nearby 13 amp electric socket for the purposes of supplying our equipment with uninterrupted electrical power.

Undertakings of the customer

3. You undertake throughout the period of this agreement to:
 - a) Provide us, at your expense, with the facilities listed in paragraph 2 above.
 - b) Provide us with up to date details of at least two individuals holding a key to your premises who, at the request of our TMC, can attend the premises to investigate and render assistance in the event of an alarm call / or as a minimum, you must have one key holder and a fully operational key safe installed at your premise..
 - c) Provide us with up to date contact details for your General Practitioner (GP) and other relevant health and social care professionals.
 - d) Provide us with any information about medical or social circumstances that you feel would be of assistance to someone making a judgement about an appropriate response to an alarm call, e.g. going away from home.
 - e) Assist us in providing the services by ensuring that any person named by you as a contact is aware that they have been so named and are in agreement with their details being used for this purpose and promptly informing us of any changes to information supplied by you within 21 days of any change(s) occurring.
 - f) Make prompt payment of all fees and charges as stated on page 1 of this agreement or otherwise arising under this agreement and not to withhold payment for any reason.
4. In respect of our equipment you undertake:
 - a) To take reasonable care of our equipment
 - b) To use our equipment supplied in line with the instructions provided by us and for the purpose of a Telecare system and no other purpose.
 - c) To report promptly any faults or damage to our equipment to us.
 - d) To bear the costs of electrical power used and telephone calls placed by our equipment.
 - e) Not to switch off, unplug, move, re-site, reconfigure or reinstall our equipment without our express permission.
 - f) Not to remove our equipment from your address cited in this agreement without our express permission.
 - g) To insure or otherwise indemnify us in respect of loss or damage to our equipment arising from theft, fire, flood, vandalism or malicious damage. The total replacement value of the equipment supplied can vary and these costs will be supplied on request.
 - h) To service and test equipment as specified unless agreement is for the supplier to carry out such services.
 - i) To return all of the equipment supplied by us to you in good working order at the termination of this agreement
5. You understand that our service is mediated through our equipment and the telephone system and that we can only respond to those calls received at our TMC. You acknowledge that if:-
 - a) The power supply to our equipment is interrupted frequently or for a sustained period there may be insufficient power stored within the back-up batteries to allow the equipment to continue to operate.
 - b) The telephone line used by our equipment becomes faulty, disconnected or is busy with another call, this may delay or prevent the Telecare system from signalling to it's monitoring centre.
6. To ensure that we can receive calls from your premises you undertake to:-
 - a) Take all reasonable steps to ensure that:
 - i) The power supply to our equipment is not switched off.
 - ii) The telephone line to which our equipment is connected is functioning properly.
 - iii) Other usage of that telephone line does not prevent the alarm system placing an outbound call in the event of an emergency.
 - b) Place regular calls to test the correct operation of all parts of the telecare system, such calls should normally be placed on a monthly basis (6 monthly if testing internal battery of base unit).
7. You acknowledge that all calls to our monitoring centre will be recorded for quality and training purposes and accept this as a condition of service.
8. You acknowledge that the Telecare system installed and used to facilitate this service shall remain the property of the supplier at all times unless sold to you under agreement.

Undertakings of the supplier

9. In exchange for payment of all charges arising from and under this agreement, we will:
- Provide and maintain a Telecare system at your premises
 - Provide a continuous monitoring service for the Telecare system installed in your premises.
 - Maintain up to date records of the personal information provided by you for use by the monitoring service.
 - Assess each call from your premises received at the TMC and, using the information available to us, initiate an appropriate response to the circumstances giving rise to that call.
10. In the event of a fault being reported with our equipment, we will seek to diagnose and correct the fault remotely. Subject to your availability and co-operation, this will normally take place on the day that the fault is reported.
11. In the event that the fault cannot be corrected remotely, we will categorise faults into two types: critical and non critical. A non-critical fault is one that does not prevent the equipment from successfully detecting and signalling an alarm condition to the TMC.
12. In the case of non-critical faults, we may:
- Arrange to send an employee or agent to your premises to effect a repair. (Subject to agreement of a mutually convenient appointment, such a visit will normally take place within one week of the fault being reported or diagnosed)
 - Where we judge that you can reasonably effect a repair, we will send you replacement parts or equipment, along with suitable instructions, by post.
13. In the case of critical faults, we may arrange to send an employee or agent to your premises to effect a repair. Subject to agreement of a mutually convenient appointment, such a visit will normally take place within 24 hours of the fault being reported and diagnosed.
14. There is no charge for call outs to faulty equipment. However we do charge a call out fee if equipment has been damaged or lost, our equipment is operational and the problem is unrelated to it (for example a problem with the customer's telephone line), or if we are asked to attend to recalibrate equipment to suit the requirements of the customer. Our call out fees is published on our website at www.shepway.gov.uk/lifeline and are available on request from our offices at the Civic Centre, Castle Hill Avenue, Folkestone, CT20 2QY.

Personal representative

15. In certain circumstances customers may wish to appoint an individual to act as a personal representative on their behalf. Should you wish to appoint a personal representative, we shall only accept such an appointment once you have notified us in writing. Following the appointment of a personal representative, we shall treat any instructions and information received from that person as if it had been provided by you. We will also share with that person any information that we would normally share with you.

Suspension of service

16. On rare occasions the actions of an individual customer or the malfunctioning of the equipment at an individual's home, may place the service to other customers at risk. In such circumstances, the supplier may suspend service to an individual customer so as to protect the quality of service to other customers. Any such suspension of service will follow our procedure for eligibility criteria.

Personal information

17. All personal information arising from the operation of this agreement will be held strictly in accordance with prevailing data protection legislation and regulations. Under Subject Data Access you are entitled to ask for a copy of all the information we hold, there is a small fee for this.

Altering this agreement

18. As well as changing the fees and charges we may also change any other term of or introduce new terms to this agreement, as long as we give you no less than one quarter's notice. Should you be unhappy with such changes, you have the right to end this agreement within 30 days of notification.
19. We can delay enforcing our rights under this agreement without losing them. If we cannot enforce any condition under this agreement, it will not affect any of the conditions in this agreement.
20. We may transfer our rights or duties under this agreement or arrange for any other person to carry out our rights or duties under this agreement. If we do this it will not reduce your rights or increase your duties, unless you agree otherwise. You may appoint a personal representative, but in doing so you may not avoid any of your rights or duties under this agreement.

Our liability

21. We will not be liable for anything outside our reasonable control (for example industrial action or failure of computer or telephone lines / communication systems) if this prevents us from providing our usual service.
22. We will not be liable for the consequential loss or damage arising from any delay or failure in the delivery of our services.
23. We take your Health and Safety seriously; if you have any concerns ask to see our Health and Safety Policy. Alternatively, a copy is available on our website at www.shepway.gov.uk. or from our offices at the Civic Centre, Castle Hill Avenue, Folkestone, CT20 2QY
24. We will not be liable for any advice provided by the staff at the TMC or for any incorrect decision being taken in response to an alarm which is based upon any information supplied by you to us.

Complaints & suggestions

25. In the event that you have any cause to complain about the service provided under this agreement, or the behaviour of any of our staff or agents, you have the right to have your complaint heard and considered and to receive an explanation.
26. We have a formal complaint procedure in place, which will ensure that your complaint is handled fairly and quickly. A copy of our complaints procedure and / or customer comment form is available on request or from our offices at the Civic Centre, Castle Hill Avenue, Folkestone, CT20 2QY or alternatively via our website at www.shepway.gov.uk

Ending this agreement

27. You may end this agreement at anytime [after three months of entering into this agreement] by writing to us and giving us one (1) month's notice. Our address for such correspondence is as stated on page 1 of this agreement or as otherwise notified to you in writing.
28. We may end this agreement by writing to you and giving you one month's notice.
29. In exceptional circumstances we may end this agreement with immediate effect. Examples of such circumstances are:-
- a) Persistent Non-payment of fees
 - b) Your bankruptcy
 - c) Recurrent abusive or threatening behaviour towards our staff or agents
 - d) Actual or threatened violence against our staff or agents
 - e) Wilful damage to our equipment
 - f) Death
 - g) You cease to occupy your premises and fail to notify us of this.
30. After this agreement ends, you will still be personally liable to pay all amounts which are due (or may become due) to us under this agreement. If we are holding amounts received as prepayment of fees and charges under this agreement that are greater than any sum due to us, we will refund the balance of such funds after deduction of all sums due to us.
31. Any refunds that become due following the ending of this agreement can only be made directly to you or in the case of your death, to the executor or administrator of your estate, regardless of the actual payment arrangements entered into under this agreement by you.

Your right to cancel

32. Once you have signed you will have 21 days to cancel this agreement. You can do this by sending or taking **written** notice of a cancellation to our address on page 2 of this agreement. Subject to the provisions of paragraph 27 and 30 above, any monies paid under this agreement, other than the installation fee, may be returned to you and no further payment will be required. Any goods provided under this agreement should be kept safe until a collection date is agreed in writing if required otherwise you will be charged for the cost of any equipment that is not returned or damaged.

Forced entry

33. Should a forced entry be carried out by emergency services who have been called to your property by the TMC following activation of your Telecare equipment, we, will not be responsible for making secure the property or for the cost of repairs incurred by the forced entry.

No response to a planned visit

34. If an employee or agent attends your property on a planned visit and is unable to obtain a response or access to your home, they will initially endeavour to make contact with you on the telephone, if no response is received, the employee or agent will leave a card requesting you contact us / them to rearrange the appointment.

Rights Reserved

35. All rights and duties which the supplier has as a local authority are expressly reserved.

Prior Agreement

36. This Agreement supersedes and replaces any and all previous agreements between the parties.

Severance

37. If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or effect any other provision all of which shall remain in full force and effect.

Waiver

38. Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not effect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with the terms and conditions.

Law and Jurisdiction

39. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit

Third Parties

40. Or the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.