

Terms & Conditions



This agreement is between the Borough Council of Kings Lynn and West Norfolk acting, ('WE' or 'US') Careline Community Service and (YOU).

It provides for the hiring of an alarm unit and/or accessories, and sets out legal rights and responsibilities for the protection of YOU and US.

1. Description of Service Delivery and Responsibilities

WE shall:

- 1.1 Hire to you an alarm and accessories for which you will pay us a weekly amount for hiring, servicing, monitoring and maintenance.
- 1.2 Install the alarm (if requested) and accessories as per the manufacturer's instructions and test the equipment to ensure it is in full working order.
- 1.3 Provide a 24-hour alarm monitoring service as described to you and detailed in your Client Guide which is attached to this agreement.
- 1.4 Replace or repair your alarm and equipment free of charge in the event that it fails within the terms of this agreement. We will reserve the right to charge for any lost or damaged equipment.
- 1.5 Reserve the right to deliver services through a sub-contractor.
- 1.6 NOT accept responsibility for defective/failure of equipment, which is provided by a third party, even if linked via our alarm unit and/or installed by assistive technology.
- 1.7 NOT accept responsibility for mobile network coverage in relation to Sim based units.
- 1.8 Provide confirmation of receipt of your application to you.
- 1.9 Inform you if we are unable to provide equipment or services to you, explaining why. We will seek a solution to any issues that prevent us from providing services or equipment to you.

YOU shall:

- 1.8 Provide all information we need to enable us to provide the services by fully completing the personal record form at commencement of the service. (We are reliant on the information you provide at the visit for provision of the service). Details can then be changed at any time by activating the alarm unit or pendant. You are responsible for updating us with any changes from the original form.
- 1.9 Tell any emergency contacts that you have given their details to us.
- 1.10 Only use the alarm unit to call for help from us.
- 1.11 Take good care of the equipment according to the instructions provided.
- 1.12 Contact us immediately if you notice that the equipment is not working properly.
- 1.13 Allow access to our authorised staff to check, maintain, repair, test or recover the equipment.
- 1.14 Tell us if you move house by calling 01553 616200. If you require us to re-install the equipment, we will apply a re-installation charge.
- 1.15 Pay all electricity, telephone and similar charges for your use of the equipment. The equipment is reliant on electricity supply and relevant communication links, for example, Wi-Fi/analogue line.
- 1.16 Allow us to contact your nominated representative or next-of-kin if we cannot make contact with you directly, or there is no response to communication from us.
- 1.17 Have separate responsibility for the terms of this agreement where there is more than one resident if you have both signed the agreement.
- 1.18 Agree to us accessing GPS data to locate you if assistance is required.

2. Insurance and Liabilities

WE shall:

- 2.1 NOT accept responsibility for any failure on the part of the contractors in providing appropriate help or assistance.
- 2.2 NOT provide a Borough Council response service which will attend your home address in an emergency.
- 2.3 NOT be liable for any deficiency in the service provided resulting from circumstances beyond our control, including loss of telephone, electricity, SIM or Wi-Fi connectivity, whether or not as a result of force majeure events such as storm, flood or fire.
- 2.4 NOT take any responsibility for any damage made to your property by the Emergency Services whether you have a key safe or not.
- 2.5 NOT accept responsibility for the emergency services timescales in responding to a call out.

YOU shall:

- 2.6 Take reasonable care of the alarm equipment and accept the cost of replacement or repair in the event of theft or damage.
- 2.7 Indemnify the Council against any claim arising from the lawful exercise of its intended role in providing this service.
- 2.8 Not interfere with the installation of the equipment, unless specifically advised by a member of the Careline Community Service team.

3. Payments and Charges

WE shall:

- 3.1 At the commencement of service, provide an invoice to you to cover the period from the date of installation until 31st March the following year
- 3.2 For each subsequent year, provide an annual invoice which will cover the period from 1st April until 31st March.
- 3.3 Provide you with a written payment plan if you are paying by Direct Debit, which will confirm your monthly amount and payment date (either 1st or 20th) or annual if requested.
- 3.4 Provide an automated payment line to enable credit and debit card payment.
- 3.5 Review the charges on an annual basis and may apply a percentage increase in which case we will provide you with 5 days' notice.
- 3.6 At our discretion, charge for any items that are lost, stolen or damaged. This includes items that are lost, stolen or damaged upon return to us in the post.
- 3.7 Retain the right to issue a final charge to settle the account upon cancellation.

YOU will

- 3.8 Complete a Direct Debit mandate form if you have a bank account, to enable monthly or annual payments.
- 3.9 Ensure you make payments promptly via the Council's payment line or via our website, when paying via credit/debit card.

4. Installation

WE shall:

4.1 Install the equipment (if requested) which we are hiring to you.

YOU shall:

4.2 Pay us the costs of this installation work, upon receipt of invoice.

5. Delivery and postage

WE shall:

5.1 Post the equipment (if requested) which we are hiring to you and for this postal and programming service you will pay us, upon receipt of invoice.

5.2 Provide an installation guide to follow. Please note that when requesting this service, the hirer accepts responsibility for the installation of the equipment and we shall not accept any responsibility for any failure of the service due to incorrect connection of the equipment.

5.3 Send a Careline Community Service Installer or engineer to your home address to complete the installation should you or your representative be unable to do so. In this circumstance, we will invoice you a full installation charge in addition to the postal charge already applied.

YOU shall:

5.4 Follow the instructions in the installation guide to install the equipment.

5.5 Contact the Council immediately if you have any difficulties installing the equipment or if the alarm fails to connect to the control centre upon testing.

5.6 Pay a full installation charge should a Careline Community Service Installer or engineer be required to complete a home visit to enable the correct installation.

6. Termination

BOTH

6.1 Either YOU or WE may end this agreement in writing or by telephone to the other (US or YOU).

WE shall:

6.2 Continue to charge you for hire and maintenance until the end of the month in which we receive the equipment back from you or your representative.

6.3 Check all items are returned complete and in good working order upon receipt of the return of the equipment. Charges will be incurred for any missing or damaged items – see payments and charges section.

6.4 Stop Direct Debit payments for those clients who pay via this method upon receipt of the final payment under 6.2 above.

6.5 Refund any charges you have overpaid over the sum of £25 once any balances are settled.

YOU shall:

6.6 Contact the service on 01553 616200 to advise us that you wish to terminate the contract. Alternatively, your named representative or next of kin can do this on your behalf.

6.7 Return all the equipment as soon as possible to us via the Borough Council Office (King's Court, Chapel Street, King's Lynn, PE30 1EX) or using the pre-paid jiffy bag provided.

6.8 Upon receipt of an account closure letter, immediately pay all charges you owe us up to the date on which the agreement ended. This may include charges for missing or damaged items – see payments and charges section.

7. Failure to pay during the term of the Agreement

WE shall:

7.1 Write to you to request payment on at least three separate occasions before taking further action.

7.2 Cancel your connection if you fail to respond or pay as per the final written payment request. Cancellation will be confirmed in writing once it has occurred.

7.3 Advise you of a date of collection of the equipment, giving a minimum of 7 days' notice (Either written or via telephone).

YOU shall:

7.4 Either return the equipment upon request in the pre-paid jiffy bag provided.

7.5 Or provide access to the property for the equipment to be removed.

7.6 And remain liable for the charges up until the end of the month in which we receive the equipment back from you or your representative.

8. About this agreement

8.1 The agreement set out here is the whole agreement between YOU and US and replaces any earlier agreement about call/alarm monitoring services and equipment there might have been between YOU and US.

8.2 If YOU and WE want to change this agreement (apart from changing the prices or ending the agreement) YOU and WE can only do this by another agreement or letter in writing.

8.3 WE are not liable for any loss or damage to YOU under this agreement, except where death or personal injury are caused by our negligence.

9. Our Partners/Contractors

9.1 The provider of our call handling service is accredited by the Telecare Services Association.

9.2 The out of hours service is provided by our current servicing and maintenance contractor.

10. Safeguarding

WE will:

10.1 Follow the County Safeguarding Protocol and any safeguarding concerns may be passed onto the Multi-Agency Safeguarding Hub (MASH) or equivalent.

10.2 On occasion provide voice recordings to the emergency services.

11. Additional equipment

11.1 We can install a key safe at your request. Charges will be confirmed at the time of enquiry and the key safe will become your property.

11.2 Key safes have a manufacturer's warranty, a user guide is provided.

11.3 Should you call Careline requesting assistance with a key safe fault, we reserve the right to charge a call out fee.

12. VAT

12.1 A personal alarm call system is eligible for relief from value added tax under Group 14 of the Zero Rate Schedule to the Value Added Tax Act 1983 providing the user has a disability or long-term medical condition and they are being supplied for domestic or personal use only.

13. Early Cancellation Rights (Your Right to Withdraw from this Transaction)

You have entered into this agreement with Careline Community Service, however you have a right to a 14 day cooling off period to consider the matter again and change your mind if you wish.

If you wish to withdraw from the agreement, please contact Careline Community Service in writing at King's Court, Chapel Street, King's

Lynn PE30 1EX, via telephone on 01553 616200 or via email at careline.operators@west-norfolk.gov.uk. At the same time, you must arrange to return to us the alarm equipment in working order and without any damage or marks. (Where the equipment is damaged or marked, charges may apply).

If you withdraw, you are entitled to have repaid to you any money you have paid Careline Community Service, excluding the Careline Community Service installation charge.

14. Equality Commitment

The Borough Council of King's Lynn and West Norfolk has a long-standing commitment to Equality.

WE shall:

14.1 Ensure compliance with legislation which makes making discrimination unlawful in the UK, including but not limited to:

- Equality Act 2010
- Safeguarding Vulnerable Groups Act 2006
- Consumer Credit Act 1974
- Health and Safety at Work Act 1974
- VAT reliefs for disabled people

14.2 Treat YOU with fairness, dignity and respect.

14.3 Ensure that the services we provide are accessible.

14.4 Actively challenge prejudice and discrimination.

14.5 Ensure compliance with all other relevant guidance and policies.

15. Data Protection

The Borough Council of King's Lynn and West Norfolk values the privacy of your personal information.

WE shall:

15.1 Maintain security measures to protect any of your personal data that we collect, use, or share to provide goods and services. The way the Council manages your personal information is set out in our Privacy Notice.

15.2 Record all alarm calls to and from the monitoring centre for your security and for training and quality monitoring purposes.

15.2 Manage all data held in connection with the service in accordance with the General Data Protection Regulations 2016 & the Data Protection Act 2018.

15.3 In some circumstances, when necessary, share the information collected on this form with other departments of the Council or with external third parties (for example, contact details of your representative/next-of-kin may be shared with emergency services or health and social care agencies in an emergency situation for safeguarding reasons). Details of data sharing can be found in the Privacy Notice.

16. Complaints

16.1 If you are unhappy with the equipment or any matter relating to the provision of Careline Community Service, please contact us as soon as possible.

16.2 We will acknowledge all complaints within 5 working days from notification.

Please sign below to confirm that you have read and understood these terms & conditions, and that you accept the terms of our service.

Signature

Name

**Relationship to the
alarm user (if applicable)**

Date
