

# **Harrow Council**

## **Telecare Terms and Conditions**

The Telecare Equipment must be returned upon termination of this agreement in accordance with the terms and conditions detailed in section 7 of the Hire Agreement.

This is a Hire Agreement made between London Borough of Harrow ("The Council") of **Civic Centre, Civic 1, Station Road, Harrow, HA1 2XY** and you the person identified as the User or the Representative.

Data supplied to London Borough of Harrow shall only be used in connection with the equipment, service provided in relation to it and payment of the same. London Borough of Harrow reserves the right to provide services via a Contractor and any such Contractor shall be Telecare Services Association ("TSA") accredited.

### **SCHEDULE**

The Minimum Period of hire for Telecare Equipment shall be three months from the Date of Delivery.

You shall pay London Borough of Harrow the monies due for your chosen service package.

The initial invoice shall be for the **Joining Fee if applicable and a** sum representing the relevant Weekly Rental Amount calculated from the week in which the Date of Delivery occurs and inclusive of the last week in the relevant Quarter Period concerned. Where VAT is applicable, you shall be liable to pay this in addition to **any Joining Fee and** the Weekly Rental Amount at the prevailing rate.

**Where you have elected not to pay a Joining Fee, you may subsequently elect to pay a Joining Fee although any amount already paid by you shall not be discounted from the Joining Fee amount due.**

**Where a Joining Fee and any VAT amount in relation to it has been paid, this shall be non-refundable and you shall not be able to subsequently elect to pay in a manner that does not involve the payment of a Joining Fee.**

Payment of a relevant Rental Amount and any VAT amount in relation to it may be made on the first day of each relevant Quarter Period.

Invoices shall be issued quarterly from 1st April of each year. You may pay the amount by Direct Debit or standing order on the due dates shown on the invoice

London Borough of Harrow reserves the right to change the amount payable by you subject to giving at least four weeks prior notice of any change.

**This is a Hire / Monitoring Agreement regulated by the Consumer Credit Act 1974. Please sign it only if you want to be legally bound by the contract terms for a minimum period of three months.**

We strongly recommend that you ensure you have adequate insurance in place to cover your liability under clause 3.1 of the agreement.

### **Cancellation Rights**

Once you have signed the Hire / Monitoring Agreement, you shall have 21 days in which to cancel the agreement. If installation has already taken place, an installation charge shall still apply.

### **Enquiries**

If you have any enquiries regarding your Telecare service, please phone 020 8861 3242.

The holding of data within the Monitoring Centre is subject to security measures adhering to **BS8591:2014**.

The Monitoring Centre is a member of the Telecare Association.

Your signature on the Telecare Application Form authorises release of your name, address and contact number to London Borough of Harrow's Finance department. You have a right to request copies of your data held London Borough of Harrow. Please note that all Calls to London Borough of Harrow Monitoring Centre are voice recorded. By signing the Telecare Application Form, you are consenting to voice recording taking place.

London Borough of Harrow takes Health and Safety matters seriously. Should you wish to obtain further information or wish to see our Health & Safety Policy, please contact us on the telephone number shown in the Enquiries section above.

## **TERMS AND CONDITIONS**

### **IMPORTANT – PLEASE READ THIS CAREFULLY**

The consumer credit act 1974 covers the agreement with you and provides certain requirements for your protection which must be satisfied when the agreement is made. If they are not, London Borough of Harrow cannot enforce the agreement against you without a court order. If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

## **Hire Agreement**

### **1. Hire**

London Borough of Harrow is letting and you are taking on the hire of the Telecare System which is a **telephone-linked** emergency call system for the

minimum period of hire shown above upon and subject to the terms and conditions set out in this Agreement.

**2. Date of Delivery**

The installer / engineer shall provide the equipment on the day of installation.

**3. Your Obligations –**

**3.1 Loss or Damage of Hired Equipment**

You shall be responsible for, and indemnify the London Borough of Harrow against, loss of or damage to Telecare Equipment in your possession and shall notify the London Borough of Harrow immediately of any loss or damage. Should the Telecare Equipment be lost or damaged, the full cost of replacement shall be invoiced to you. *(We would strongly recommend that you ensure that you have adequate insurance to cover your potential liability under this clause).*

**3.2 Payment**

Pay to the Council without previous demand the payments specified in the Schedule punctually at the time shown. Any payments sent to the London Borough of Harrow by post shall be at your own risk. **VAT exemption shall only apply to the hirer.**

**3.3 Not to interfere**

Not interfere or permit others to interfere with the Telecare Equipment or break any seals affixed to them. Interference with the equipment shall affect the manufacturer's warranty. It is the Hirers legal responsibility to return the equipment to London Borough of Harrow. The London Borough of Harrow representative is the only person permitted to service the Telecare Equipment.

**3.4 Use and Location**

Use the Telecare Equipment solely in accordance with the instructions supplied by London Borough of Harrow and shall keep them in your possession at the address where installation took place and shall not move them from that address without the prior written consent of London Borough of Harrow. Additionally, you shall not sell, mortgage, lend or part with possession of the Telecare Equipment whilst the Agreement remains in force.

**3.5 Repairs**

Inform the London Borough of Harrow if the Telecare Equipment is or appears to be in need of repair. Repairs must be undertaken solely by the London Borough of Harrow representative(s). Where a visit undertaken in response to a request for repair is deemed unnecessary, for example where the Telecare system is without power or the handset is not placed properly on the phone), you may be recharged the reasonable costs incurred by the London Borough of Harrow.

**3.6 Inspection**

Permit the London Borough of Harrow representative access to your address at all reasonable times for the purpose of inspecting, repairing or removing the

Telecare Equipment and shall ensure that there are no hazards to entry. In the event of no answer to a planned visit, the London Borough of Harrow representative shall leave a card at the service user's property and arrange for further enquiries either on the way back to, or upon their return to, the offices.

### **3.7 Other Charges**

Pay all utility charges arising out of the use of the Telecare Equipment direct to your telephone company and electricity supplier as applicable. If you do not cancel a pre arranged appointment with a minimum of one Working Day's notice, you shall be charged a call out fee for the missed appointment and any repeat visit required. You shall be responsible for the purchase cost in the event that Safe Sockets are required to complete the installation.

### **3.8 Testing**

Test the Telecare Equipment once a month by pressing the Telecare pendant and informing the London Borough of Harrow representative that it is a test.

### **3.9 Contacts**

Supply the names, addresses and telephone numbers of persons to be contacted in an emergency and ensure that such persons are notified and have given their consent to be contacted and if they are a key holder, that access is maintained for them. Any changes in the details of such persons shall be notified to the London Borough of Harrow immediately. In the event that none of your contacts are available, the London Borough of Harrow shall may request the Police to perform a welfare check. The London Borough of Harrow accepts no responsibility for any action or non action of the Police or other emergency services.

### **3.10 Further Information**

The London Borough of Harrow accepts no responsibility for an inability to respond where this is due to there being no telecommunication signal available at the time or for other reasons outside of the direct control of the London Borough of Harrow.

London Borough of Harrow Monitoring Centre shall not make the final decision for forced entry. That decision will be reserved for the Police.

It shall be the responsibility of the user to take reasonable care of their Health and Safety. The information provided by you in your Telecare Application Form shall be shared with emergency Services and London Borough of Harrow Council Departments only. Please ensure that you keep London Borough of Harrow informed of all changes to your circumstances. The London Borough of Harrow shall at all times comply with its obligations under the Data Protection Act 1998 but shall not be responsible for the release of personal data by a third party.

## **4. Maintenance of Hired equipment**

Subject to your compliance with the terms and conditions of this Agreement, the London Borough of Harrow or their Contractors as appropriate shall maintain the Telecare Equipment in good repair and working condition and shall be entitled to remove the Telecare Equipment or any part of them for such

length of time as may be necessary and appropriate to replace them with goods of a similar (but not necessarily identical) type which shall be held by you subject to these terms and conditions. Unless the London Borough of Harrow otherwise agrees in writing, you shall not be entitled to any abatement or refund of rental between the dates of removal and

**5. Consequential damage etc.**

The London Borough of Harrow accepts no responsibility for consequential loss or damage howsoever arising from the hiring evidenced by this Agreement. The London Borough of Harrow shall accept no responsibility for any loss or damage to any material or other equipment used on or with the goods. The London Borough of Harrow does not accept liability for any damage to a user's property where this occurs in relation to the provision, maintenance or removal of equipment under the terms and conditions of this Agreement.

The London Borough of Harrow accepts no responsibility for consequential loss or damage arising by virtue of defective equipment or the failure of the equipment or events or circumstances that are outside of the direct control of the London Borough of Harrow. Additionally, London Borough of Harrow shall not be responsible for any losses or consequential losses that may arise due to a failure of the emergency services to respond or respond in a timely manner.

The Telecare system could be at risk of failure or defect if you connect any other equipment to it e.g. Answer phone, Fax Machine, connection to the Internet and BT call service and other electrical equipment. The London Borough of Harrow shall not be responsible for any failure or defect of the Telecare system and associated service where this arises as a consequence of such actions whether by yourself, a representative, third party supplier or any other person or organisation authorised to attend your premises.

The London Borough of Harrow shall not be responsible for any losses or consequential losses that may arise as a consequence of the User or their Representative failing to notify a relevant change of circumstance in writing.

**6. Breach**

The London Borough of Harrow may terminate the Agreement without notice should you fail to pay any amount due under the Agreement, cease to reside at the address at which the Telecare Equipment was installed, make a false representation or statement in relation to your Telecare Application or abuse or misuse the Telecare system.

**7. Termination**

The User or the London Borough of Harrow in addition to its rights under Section 6 ("Breach") hereof, shall be entitled to terminate this Agreement by the giving of at least four weeks written notice at any time after the expiration of the first three months of the hiring.

Upon termination, whether with or without notice, equipment shall be withdrawn and you shall no longer be in possession of any hired Telecare Equipment with

the consent of the London Borough of Harrow. Furthermore, the London Borough of Harrow shall be entitled to repossess the hired Telecare System and for that purpose to enter upon the premises in which the same is kept. Termination of the Agreement shall not affect the London Borough of Harrow's right to collect outstanding amounts due under the Agreement.

Upon termination, the User shall not be entitled to a refund of the charge paid for the Quarter Period in which the termination takes place but shall not be liable to make any further payments. All equipment and additional Sensors purchased by the hirer shall remain the property of London Borough of Harrow.

#### **8. Return of the Hire Telecare Equipment**

Upon termination of the Agreement, you shall return the Telecare Equipment to the London Borough of Harrow in good condition (fair wear and tear excepted) and pay to the London Borough of Harrow all amounts due under the Agreement but unpaid up to the date of termination. **Please note that once the Telecare Equipment has been returned, your TES card shall become inactive.**

## **Monitoring Agreement**

### **TERMS AND CONDITIONS**

#### **IMPORTANT – PLEASE READ THIS CAREFULLY**

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#### **1. Your Obligations – You shall:**

##### **1.1 Payment**

Pay to the Council without previous demand the payments specified in the Schedule punctually at the time shown. Any payments sent to the London Borough of Harrow by post shall be at your own risk. VAT exemption shall only apply to the hirer.

##### **1.2 Not to interfere**

Not interfere or permit others to interfere with the Telecare Equipment or break any seals affixed to them. Interference with the equipment shall affect the manufacturer's warranty. It is the Hirers legal responsibility to return the equipment to London Borough of Harrow. The London Borough of Harrow representative is the only person permitted to service the Telecare Equipment.

##### **1.3 Use and Location**

Use the Telecare Equipment solely in accordance with the instructions supplied by London Borough of Harrow and shall keep them in your possession at the

address where installation took place and shall not move them from that address without the prior written consent of London Borough of Harrow. Additionally, you shall not sell, mortgage, lend or part with possession of the Telecare Equipment whilst the Agreement remains in force.

#### **1.4 Inspection**

Permit the London Borough of Harrow representative access to your address at all reasonable times for the purpose of inspecting, repairing or removing the Telecare Equipment and shall ensure that there are no hazards to entry. In the event of no answer to a planned visit, the London Borough of Harrow representative shall **leave a card at the service user's property and** arrange for further enquiries either on the way back to, or upon their return to, the offices.

#### **1.5 Other Charges**

Pay all utility charges arising out of the use of the Telecare Equipment direct to your telephone company and electricity supplier as applicable. If you do not cancel a pre arranged appointment with a minimum of one Working Day's notice, you shall be charged a call out fee for the missed appointment and any repeat visit required. You shall be responsible for the purchase cost in the event that Safe Sockets are required to complete the installation.

#### **1.6 Testing**

Test the Telecare Equipment once a month by pressing the Telecare pendant and informing the London Borough of Harrow representative that it is a test.

#### **1.7 Contacts**

Supply the names, addresses and telephone numbers of persons to be contacted in an emergency and ensure that such persons are notified and have given their consent to be contacted and if they are a key holder, that access is maintained for them. Any changes in the details of such persons shall be notified to the London Borough of Harrow immediately. In the event that none of your contacts are available, the London Borough of Harrow shall request the Police to perform a welfare check. The London Borough of Harrow accepts no responsibility for any action or non action of the Police or other emergency services.

#### **1.8 Repairs**

Inform the London Borough of Harrow if the Telecare Equipment is or appears to be in need of repair. Repairs must be undertaken solely by the London Borough of Harrow representative(s). Where a visit undertaken in response to a request for repair is deemed unnecessary, for example where the Telecare system is without power or the handset is not placed properly on the phone), you may be recharged the reasonable costs incurred by the London Borough of Harrow. Telecare Equipment has a one year warranty. Any repairs outside of the warranty period shall be payable by the User.

### **2. Breach**

The London Borough of Harrow may terminate the Agreement without notice should you fail to pay any amount due under the Agreement, cease to reside at the address at which the Telecare Equipment was installed, make a false



representation or statement in relation to your Telecare Application or abuse or misuse the Telecare system.

### **3.Termination**

The User or the London Borough of Harrow in addition to its rights under Section 3 ("Breach"), shall be entitled to terminate this Agreement by the giving of at least four weeks written notice at any time after the expiration of the first three months of the hiring.

Upon termination, whether with or without notice, equipment and the associated monitoring service shall be withdrawn and you shall no longer be in possession of any hired Telecare Equipment with the consent of the London Borough of Harrow. Furthermore, the London Borough of Harrow shall be entitled to repossess the hired Telecare System and for that purpose to enter upon the premises in which the same is kept. Termination of the Agreement shall not affect the London Borough of Harrow's right to collect outstanding amounts due under the Agreement.

Upon termination, the User shall not be entitled to a refund of the charge paid for the Quarter Period in which the termination takes place but shall not be liable to make any further payments. All equipment and additional Sensors purchased by the hirer shall remain the property of London Borough of Harrow.

### **4.Further Information**

The London Borough of Harrow accepts no responsibility for an inability to respond where this is due to there being no telecommunication signal available at the time or for other reasons outside of the direct control of the London Borough of Harrow.

It shall be the responsibility of the user to take reasonable care of their Health and Safety. The information provided by you in your Telecare Application Form shall be shared with emergency Services and London Borough of Harrow Council Departments only. Please ensure that you keep London Borough of Harrow informed of all changes to your circumstances. The London Borough of Harrow shall at all times comply with its obligations under the Data Protection Act 1998 but shall not be responsible for the release of personal data by a third party.

### **5.Disclaimer**

The London Borough of Harrow accepts no responsibility for consequential loss or damage arising by virtue of defective equipment or the failure of the equipment or events or circumstances that are outside of the direct control of the London Borough of Harrow. Additionally, London Borough of Harrow shall not be responsible for any losses or consequential losses that may arise due to a failure of the emergency services to respond or respond in a timely manner.

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Telecare system and associated service where this arises as a consequence of such actions whether by yourself, a representative, third party supplier or any other person or organisation authorised to attend your premises.

The London Borough of Harrow shall not be responsible for any losses or consequential losses that may arise as a consequence of the User or their Representative failing to notify a relevant change of circumstance in writing.