

## TERMS AND CONDITIONS

### 1 Service to Be Provided

- 1.1 Medequip Connect (“The Company”) undertakes to provide you (“The client”) with equipment and an ongoing monitoring service.
- 1.2 Equipment Provision: To provide equipment (base unit, pendant and all connection leads) OR GSM Digital Assistance Device which can communicate with an Alarm Receiving Centre. To program and remotely assist with a self-installation in the client’s own home, the service known as ‘Medequip Connect’
- 1.3 Equipment provided is on a lease basis.
  - 1.3.1 Base alarm units could be from a number of manufacturers including but not limited to the following – Chiptech, Doro, Possum and Tunstall for the monitoring alarm base units. What is sent to the client, is at the discretion of The Company.
- 1.4 Monitoring Provision: To link the provided equipment into the Company’s Monitoring Service. The service will be available 24 hours a day and 7 days a week. To summon assistance for the client from nominated relatives, neighbours, friends, a doctor, or the emergency services or other agency, as may be appropriate, following an emergency call to the Monitoring Centre.

### 2 Equipment

2.1 The Company will provide a PSTN / GSM device with built in alarm and auto dial facilities that will be connected to the client’s telephone line or a dedicated GSM SIM card with subscription.

2.1.1 A pendant to be worn around the neck or wrist by the client will be supplied with each unit installation or a standalone ‘anywhere’ device or pendant (GSM PAD)

2.2 The Client will be responsible for providing the telephone line connection *OR* monthly sim subscription where required and telephone socket and 240 Volt power supply socket for electrical mains supply to the alarm unit *OR* electrically charging the GSM PAD.

2.2.1 The Client will maintain a telephony supplier that supports social alarm systems. This issue is referred to in the terms and conditions of the Client’s telephone contract. If it is not referred to in the terms and conditions, it is recommend that you contact your telephony supplier to check. We cannot guarantee our social alarm system will always work with all telephone supplier networks.

*N.B. The provision of a GSM Device and subscription to Medequip Connect relies upon mobile telephone coverage and can be restricted within buildings, mobile network loss and or severe weather conditions which are beyond our control.*

2.2.2 The Client will have one telephone number only on which to be contacted via the alarm telephone or GSM device, generally this is the number the device will use to raise the alarm.

2.3 The equipment will at all times remain in the ownership of The Company unless otherwise specified or purchased outright.

2.3.1 The Client will, on termination of service or vacation of their home, return the equipment to the owners in good condition, having regard to fair wear and tear.

2.3.2 The Client is at all times responsible for the equipment whilst installed at their place of residence or in their charge. The risk of theft, loss or damage to the equipment shall be the Client's, who will bear any associated cost.

2.3.3 The Client will only use the equipment for the purpose for which it was designed, i.e. when assistance is required as a result of ill health, accident or other genuine emergency.

2.3.4 The Client will allow access to the equipment or their home at reasonable times for the servicing, repair or testing of the equipment by appointment.

2.3.5 The Client will notify the Company of any planned period of absence including agreed outcomes of calls received during this time. This will allow us to take any appropriate action during this time e.g. electrical failures at the property or forced entry following an alarm call during any period of absence.

2.3.6 The Client will not allow any person, other than those authorised by The Company, to tamper with or interfere in any way with the equipment.

2.3.7 The Client will report any fault with the equipment as soon as it becomes apparent.

2.3.8 The Client will permit The Company in its absolute discretion, to disconnect from the company, any part of the equipment which the company considers faulty, or in need of repair.

2.3.9 The Client shall test the equipment in accordance with the instructions provided.

2.4 Alarm units will be repaired or replaced, according to the circumstances of the damage or fault to the equipment. The Company will bear the cost of equipment replacement except where expressly provided for in this agreement. Accidental damage or intentional damage is not included in the agreement. Some repairs may take place under warranty investigation by the manufacturer.

2.5 Annual Inspection - The Company will inspect the installation and equipment annually at a convenient time to the client. During this visit the company will verify the client information held and update the database as necessary. Where the Service user receives the 'services to be provided' outside of our local offices, this may be

completed by telephone, or by post.

### 3 Monitoring

3.1 The Client will have no less than ONE named emergency contact / advocate in order that they be notified of any emergency events where we cannot contact the client directly.

3.1.1 The Client must provide the names and addresses of doctor, next of kin and all other relevant personal information as may be deemed necessary to provide the service.

3.2 The Company will not accept responsibility for any failure on the part of any other organisation, individual, service or agency, contacted to provide appropriate response, advice or assistance.

3.3 The Company will not be liable for any deficiency in the service resulting from circumstances beyond its control, e.g. breakdown in the telephone service, mobile phone suppliers' network faults, electricity supply, or by strikes, lock-outs, or other industrial disputes.

3.4 The Company will not be liable for any damage incurred by other services gaining emergency access to the premises.

3.5 All calls made through the alarm system to the Monitoring centre will be recorded.

### 4 General

4.1 The Company maintains the right to sub-contract any element of service delivery.

4.2 The Client shall indemnify the Company against any claim arising from the lawful exercise of its intended role in providing assistance in the event of an apparent emergency.

4.3 In the event of an emergency we may have to override your wishes if we feel that the situation is putting you or others at an unacceptable risk.

### 5 Complaints

5.1 The Company will constantly strive to ensure all clients are satisfied with the services provided. Should this not be the case there is a suggestion scheme and a complaints procedure. To access these call the number provided or visit the Company website.

5.2 Your complaint will be logged and acknowledged within 48 hours of receipt and will usually be resolved with 5 working days.

## 6 Termination and Variation

6.1 There is a 3 month (Quarter) minimum term for the agreement.

6.1.1 A cooling off period of 21 days will apply.

6.2 Either party may request of the other to vary the terms of this agreement at any time whilst in force. If such requests cannot be met by either party to the satisfaction of the other, then measures will be taken to terminate the agreement.

6.3 Either party may terminate this agreement at any time.

6.4 The service may be discontinued at the request of the client at any time before or after installation or any request for installation.

6.4.1 The connection charge will stand to cover costs of installation and removal.

6.5 The equipment installed remains the property of the company but you have responsibility with respect to damage to the equipment and its safe return.

6.6 Upon notification of an instruction to remove the equipment, we will make arrangements with you/advocate to remove the equipment within 7 working days of your request.

6.7 All charges will cease from the date that the equipment has been collected/received back, once the 3 month (Quarter) minimum has elapsed.

6.7.1 You will be charged up to the date of removal and any over payments will be refunded.

6.8 The Client will allow The Company or its duly authorised agents to enter the premises for the disconnection and deprogramming of the equipment following termination of this agreement.

## 7 Charges/Fees/Termination

7.1 Advance Payment is required for the initial self-installation connection charge and the first 13 weeks rental of equipment and monitoring service provision. This will be collected by Manage at Home, the sales agent, when placing your order.

7.2 Each client will then be invoiced quarterly by The Company, with payment required by Direct Debit.

7.3 The weekly fee includes the lease of the equipment.

7.4 Lost Pendant triggers are chargeable. The cost of a new pendant is £65.00 plus a re-connection fee of £29.00 as a visit will have to be made to set it up and disconnect

the lost pendant. If the old pendant is found within 2 weeks of the new pendant re-connection, the £65 charge will be refunded.

7.5 Loss or Damage to GSM / DIGITAL capable alarms will be charged at the Manufacturers RRP.

7.6 Fees paid for periods of absence from home, such as holidays or a stay in hospital can not be refunded as the alarm is still connected and therefore monitored.

7.7 The level of charges will be reviewed each year. Increases will not, notwithstanding exceptional circumstances, exceed the rate of inflation. Whenever an opportunity arises to reduce charges the Company will seek to do so, passing on the benefits to customers.

## 8 Personal Information and Privacy

8.1 Certain personal information is required to enable the provision of the service and will be entered into the database.

8.2 All clients' personal information is kept according to data protection regulations and is held securely in the strictest confidence to assure privacy.

8.3 Personal Information is used only for the provision of the services we provide to you with certain information shared with other trusted agencies when absolutely necessary to deliver the service to which you have agreed.

8.4 Changes in your personal information should be notified to The Company to ensure continued efficiency of service.

8.5 Clients have the right to access any personal data that is being kept about them either on computer or in certain hard copy files. Any request to view personal details should be made in writing.

8.6 The Company aims to comply with requests for access to personal information as quickly as possible, but will ensure that it is provided within 21 days unless there is good reason for delay. In such cases, the reason for delay will be explained in writing to the person making the request.

8.7 Please visit our [privacy policy](#) page for detailed information and how you can contact us.