

TERMS AND CONDITIONS FOR WEB-ORDER

The Agreement is between you, the Customer, and Wealden and Eastbourne Lifeline (Reg.no.08666755) of Units 3&4 Technology Business Park, Moy Avenue, Eastbourne, East Sussex BN22 8LD Tel 01323 644422 (the Supplier).

The Supplier's equipment

1. To facilitate delivery of the services provided under this Agreement, the Supplier is required to supply equipment selected by the Customer for self-installation at the Customer's premises. This equipment shall at all times remain the property of the Supplier unless sold outright directly to the customer in a single payment. 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 and
 - b) an agreed range of Telecare devices.

Facilities to be provided by the Customer

2. To meet our obligations under this Agreement, we will require you to:
 - a) 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 and
 - b) provide continuous use of a nearby 13 amp electrical socket for the purpose 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 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 Alarm Receiving Centre (ARC), can attend the premises to investigate and render assistance in the event of an alarm call;
 - c) provide us with up to date contact details for your General Practitioner (GP) and other relevant health and social care professionals involved in your care;
 - 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) set-up the equipment supplied in accordance with the instructions provided;
 - f) assist us in providing the services by promptly informing us of any changes to information supplied by you and
 - g) make prompt payment of all fees and charges 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 written permission;
 - f) not to remove our equipment from the address cited in this agreement without our express written 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 and
 - h) to service and test equipment as specified.
5. You understand that our service is delivered through our equipment and the telephone system and that we can only respond to those calls received at our ARC. 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 and
 - 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 the ARC.
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 and
 - iv) you notify us of any actual or planned changes to your telephone supplier, so we can check that the equipment is compatible with their telephone service.

- 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.
7. You acknowledge that all calls to our ARC 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:
- a) provide and maintain a Telecare system at your premises;
 - b) provide a continuous monitoring service for the Telecare system installed in your premises;
 - c) maintain up to date records of the personal information provided by you for use by the ARC and
 - d) assess each call from your premises received at the ARC and, using the information available to us, initiate an appropriate response to the circumstances giving rise to that call.
10. On receipt of your completed order we will send out the requested equipment to you in the post within 2 working days.
11. 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).
12. 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 ARC.
13. Where we are unable to remotely correct the fault, we will replace the faulty equipment, in the case of critical faults using next business day carrier and in the case of non-critical faults using either a 3 day carrier or first class post. Arrangements for postal collection mean that where faults are diagnosed as requiring replacement equipment after 12.00 noon, the replacement equipment may not be dispatched until the next working day.

Personal representative

15. In certain circumstances Customers may wish to appoint an individual to act as a personal representative in their stead. Should you wish to appoint a personal representative, we will 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 suspension of service.

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. If you wish to obtain copies of written records relating to yourself, please make a subject access request to the Data Protection Officer at Wealden and Eastbourne Lifeline.
18. The Customer agrees to the terms of the privacy policy as displayed on our web-site and to the sharing of their data to enable the Supplier to provide the service to the Customer.

Altering this agreement

19. As well as changing the fees and charges we may also change or introduce any other term of this Agreement, as long as we give you notice. Should you be unhappy with such changes, you have the right to end this Agreement.
20. 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 other conditions in this Agreement.
21. 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

22. We will not be liable for anything outside our reasonable control (for example, but not limited to, industrial action or failure of computer or communications systems) if this prevents us from providing our usual service.

23. We will not be liable for the consequential loss or damage arising from any delay or failure in the delivery of our services.

Complaints

24. 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.
25. We have a formal complaint procedure, which will ensure that your complaint is handled fairly and quickly. A copy of our complaint procedure is available on our website or on request.

Ending this agreement

26. You may end this Agreement by writing to us and giving us one 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.
27. We may end this Agreement by writing to you and giving you one month's notice. In exceptional circumstances we may end this agreement with immediate effect. Examples of such circumstances include, but are not limited to:
- a) non-payment of fees;
 - b) your bankruptcy;
 - c) abusive or threatening behaviour to our staff or agents;
 - d) actual or threatened violence against our staff or agents and
 - e) wilful damage to our equipment.
28. After this agreement ends, you must ensure all equipment is returned to the Supplier, 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 sums due to us, we will refund the balance of such funds after deduction of sums due to us. Any missing or damaged equipment may be charged.

Your Right to Cancel

29. Once you have signed you have 21 days to cancel this Agreement. You can do this by sending or taking a WRITTEN notice of cancellation to our address on page 1 of this agreement. We will not be able to refund set up fees or installation charges but any other monies paid under this agreement must be returned to you and no further payment will be required. Any goods provided under this agreement should be kept safe until we contact you to agree arrangements for their return.