

Terms and Conditions

These terms and conditions apply to the provision by us (Aid-Call Limited of Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP) to you of the Aid-Call personal alarm system (referred to in these terms and conditions as the "System" and which consists of an alarm base unit and remote control button) and related services as set out below.

These terms and conditions contain the entire agreement between us and you in respect of the System.

If you have any queries regarding these terms and conditions or the System and the services we provide, please contact our Customer Service Department on 01364 651555.

WARNING

Without limiting the effect of the remainder of these terms and conditions, you are advised that the System is currently only approved by us to work with the telephone system supplied and maintained by British Telecom. It is imperative that you check with us BEFORE you sign up, install or otherwise agree to use a different provider that the System will remain compatible.

1. Our Obligations

1.1 On the understanding that you, comply with the customer obligations set out in these terms and conditions, Aid-Call will:

- (a) Where possible within [10] working days (or if not possible then as soon as practicable thereafter) of receiving either (i) the initial fee and first quarter or annual subscription payment or (ii) a lifetime one off single payment (as applicable):
 - i. If you have selected the demonstration option, we will install the System in your property, demonstrate and explain to you how to use the System;
 - ii. If you have selected the self-installation option, we will deliver the System to you together with instructions for installation, testing and use;
- (b) Use our best efforts (24 hours a day, 365 days a year) to respond promptly to an emergency alarm call;
- (c) Upon receipt of an emergency alarm call, take such action as we consider appropriate in the circumstances, including without limit contacting your nominated key holders, doctor or the emergency services;
- (d) Provide maintenance services which shall:
 - i. Consist of carrying out inspections, diagnoses and the repair or replacement of the System (or any part of it) made necessary by normal wear and tear.

We will carry out maintenance services by remote monitoring (at our discretion and subject to you complying with paragraph 2(f) below) and in response to a request by you. Aid Call will respond to all maintenance requests and endeavour to attend all requests deemed urgent within 48 hours and those deemed non urgent within 96 hours.

- ii. Maintenance required as a result of:
 - (1) modifications or additions to the System made by you;
 - (2) misuse or neglect of or accident to the System;
 - (3) your failure to follow our (or the manufacturer's) instructions or advice;
 - (4) defects in the electricity supply, telephone service, connections or equipment, cabling, junction boxes, ducting etc; or
 - (5) damage caused by an insurable event (for example fire, flood, storm, theft etc), will be excluded from this obligation. We may however (at our sole discretion) provide excluded maintenance upon request at reasonable additional cost.

- (e) Respond to any complaint made by you in accordance with our complaints procedure as set out in the information pack provided to you.

- 1.2 It may be necessary to transfer, or subcontract all or any of our rights under these terms and conditions at any time without your prior consent.

2. Your Obligations

2.1 You will:

- (a) Allow our Customer Contact Advisor and Engineer access to the property for the purposes of installation (if applicable) and ongoing maintenance as required and arrange for easy access to the position where the System is to be installed;
- (b) Make arrangements with British Telecom or other supplier (approved by us from time to time) as may be necessary for the provision and maintenance of a telephone line and pay all sums due and comply with the terms of those arrangements;
- (c) Ensure that you have a modern telephone jack socket with a mains electrical 13amp power socket (ideally within 2 metres of the telephone and on the same wall) in full working order. We can provide this equipment upon request at reasonable additional cost;
- (d) Where you have elected self-installation, please make a test call by activating the remote control pendant and the base unit alarm button so that the System can become fully operational. Should you not be able to install the alarm unit yourself, and a consultant is required to visit and set up, Aid Call reserves the right to charge an additional call out fee of £80.00;
- (e) Provide us with the name and contact details of at least 2 people (living at separate addresses ideally no more than 15-20 minutes away from you) to act as key holders who we may contact to come to your aid in the event of an emergency alarm call. It is your responsibility to

obtain the prior consent of those persons to the disclosure of their personal details to us and to us contacting them in the event of an emergency alarm call;

- (f) Provide each of your key holders with a key to your property and authority to allow access to your doctor and/or the emergency services in the event of an emergency alarm call. You acknowledge and accept that it is your responsibility to nominate trustworthy persons to act as key holders and we shall not in any event be liable for any loss, damage or theft to your property or belongings as a result of giving a key to your property to your key holders;
- (g) Make a test call at least once a month by activating the remote control pendant, so that we may test that the System and pendant are operating properly;
- (h) Report any fault, problem, damage, loss or theft of the System as soon as possible by telephoning 01364 651555 Monday to Friday 9am – 5.30pm or 01364 654321 at any other time and permit us to take any steps as we consider appropriate for repair or replacement;
- (i) Notify us promptly by calling our customer services team on 01364 651555 in the event:
 - i. Of any changes to your address, telephone numbers or key holders (and of any changes to their contact details); Medical details and key safe details as necessary.
 - ii. That you or any of your key holders go away on holiday or will be away from home or un-contactable for any other reason for any period of time;
- (j) Pay the charges in accordance with paragraph 3 below;
- (k) Use the System strictly in accordance with paragraph 4 below.

2.2 You acknowledge and accept that:

- (a) It is your sole responsibility to ensure that you are wearing or carrying the remote control button at all times; and
- (b) The remote control button will be tested in your home environs to establish a working range that would normally cover the area of an average house and garden.
- (c) We cannot guarantee that the system is compatible with telecommunication systems provided by suppliers other than British Telecom.

3. Payment

3.1 You will pay the charges as set out in our brochure either by:

- (a) Lifetime one off single payment; or
- (b) Initial fee together with all subscription charges as they become due (amounts vary depending on the payment option you select).
- (c) Payment for your Aid Call can be made in several different ways:
 - Direct Debit
 - Quarterly Cheque
 - One-off cash payment
 - Giro at a post office
- (d) Where you have elected the self-installation, using Easy-Connect, we will continue to charge you on a quarterly basis by your preferred method of payment, as in 3 (c) in the Rental Agreement Terms and Conditions.

3.2 All charges are exclusive of VAT which must be paid by you with the relevant charges, unless you qualify to sign the exemption declaration on this document.

3.3 We reserve the right to suspend or terminate the performance of our obligations under these terms and conditions if payments remain outstanding after we have followed due financial collection procedure.

3.4 We reserve the right to increase your subscription charges and will give you [7] days notice in writing of our intention to do so.

4. Ownership and Use of the System

4.1 We are providing the System to you on a rental basis. This means that it will at all times belong to us. You agree that you will:

- (a) Not sell, dispose of or part with possession of the System except as permitted by paragraph 9.3 below;
- (b) Use and operate the System with reasonable care and in accordance with the instructions provided by us as necessary.
- (c) Be responsible for insuring the System for its full replacement value;

5. Your Personal Information

5.1 We will store your personal details (which may include your medical history) securely on our database and in accordance with the Data Protection Act 1988 and, except in the circumstances set out in (b) below, will not disclose them to any third party without your prior written consent.

5.2 You consent to us disclosing your personal details (including but not limited to name, address, telephone number, doctor's details and medical history) to the emergency services (and any other third party as may be necessary) in the event that we receive an emergency alarm call.

5.3 You acknowledge and accept that we may record telephone conversations we have with you for training, quality control and security purposes. You are entitled to view your personally kept data for a standard administration fee of £10. If you wish to do this please call customer services on 01364 651555. Alternatively you can write to: Customer Services, Aid Call Ltd, Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP.

6. Your Right to Cancel

6.1 You have the right to cancel the agreement between us and you at any time up to the end of 14 workings days after delivery of the System. In the event that pre-contractual information was not received prior to delivery then your right to cancel the agreement is extended to 21 days.

6.2 In event of cancellation you will be required to make the System available for us to collect within [14] days of termination. In the event that we are unable to recover the System from you we shall be entitled to charge you a sum equivalent to the then current value of the System.

6.3 If you cancel the contract within 14 (unless you did not receive pre-contractual information before delivery in which case this is extended to 21 days) we will refund any payment you have made within 30 days.

7. Our Liability

7.1 To the fullest extent permitted by law, we shall not be liable for consequential, indirect or special loss, damage or injury of any kind whatsoever except as occurs as a result of our negligence.

7.2 Subject to paragraph 7.1, to the fullest extent permitted by law, our total liability in respect of these terms and conditions shall not exceed the total amount of fees and/or subscription payments paid by you during the twelve (12) months immediately prior to the event giving rise to the alleged claim.

7.3 We shall not be liable to you by reason of any matter outside of our reasonable control including without limit acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce).

7.4 Nothing in this paragraph 7 shall limit our liability for death or personal injury and no provision of these terms and conditions shall adversely affect your statutory rights as a consumer.

7.5 To the fullest extent permitted by law, we will not be liable for any cost, damage, expense or loss suffered by you as a consequence of you failing to adhere to the warning given at the beginning of these terms and conditions.

8. Entry

8.1 Aid Call recommends the installation of a key safe to ensure safe access for the Emergency Services. If no key safe is used and no one is available to assist entry, then forced entry may be necessary. Aid Call will not be liable for the cost of repair after forced entry unless the forced entry is initiated as a result of a fault or mistake on the part of Aid Call for which clear evidence is available.

8.2 If we have arranged with you a scheduled appointment such as a customer service call or installation, we will ring or knock once. If there is no reply we will then call your home telephone. If there is still no answer we will put a card through your door and then leave.

9. Termination

9.1 Both you and we shall be entitled to terminate the agreement between us set out in these terms and conditions by providing 3 months notice to the other. Please telephone our Customer Service Department on 01364 651555 If you wish to terminate the agreement.

9.2 Please be aware Aid-Call will be entitled to terminate the service if you breach any of the terms and conditions set out in this document and that failure to keep up with payments may result in disconnection of the service In the event that we decide to terminate, we will notify you in writing and the amount of notice we give you will be the standard 3 month term.

9.3 In event of termination you will be required to make the System available for us to collect within [14] days of termination. In the event that we are unable to recover the System from you we shall be entitled to charge you a sum equivalent to the then current value of the System.

9.4 In the event of termination under paragraph 9.1 only:

(a) We will refund to you (within 30 days of termination) any subscription fees you have paid in advance which relate to a period extending beyond the date of termination;

(b) You shall be entitled to transfer the System to a friend or relative subject to their agreement to our then current terms and conditions and the payment by them of an administration fee and the ongoing subscription charges. Where you have paid a lifetime one off single payment, an ongoing subscription charge based on our then current rates for the same will be payable by the new user. If you wish to transfer the System, please telephone our Customer Service Department on 01364 651555.