

Live Well at Home

Statement of Terms and Conditions relating to the supply of a Lifeline Pendant Alarm

This Agreement is made on the day of 20..... between

(1) Live Well at Home Ltd of 77 High Street, Cheltenham, Glos GL50 1DU.
Telephone 0845 026 7944 and

(2) [Service
User's Name]

of [Service Users'
Address]

.....
.....

Important

A. This Agreement sets out the terms under which we will provide a Lifeline Pendant Alarm service to you. You are advised to read all of the documentation carefully before signing and, if you require, you may wish to obtain the advice of a close relative, friend or legal adviser before signing.

Signed on behalf of Live Well at Home

.....

Signed by / on behalf of (delete as appropriate) the Service User

.....

Where this agreement is signed on your behalf, the person who signs the agreement:

- agrees to irrevocably guarantee (by way of primary obligation) that you will perform all the terms of this agreement;
(in the case of a relative or other third party)
- commits you to performing all the terms of this agreement
(in the case of a deputy or attorney).

.....
(Specify capacity e.g. attorney, deputy, relative or other third party)

.....
(Print name and address in full)

.....

Live Well at Home

Lifeline Rental and Monitoring Agreement

You have agreed to enter into a Telecare hire and monitoring agreement with Live Well at Home for a minimum of 3 months. Live Well at Home, 77 High Street, Cheltenham Glos GL50 1DU is the owner of the equipment and Worcestershire TeleCare Limited, P.O. Box 145, Malvern WR14 3ZP is the operator of the Monitoring Centre to which your lifeline unit will be connected.

You, the lifeline user, must agree to pay Live Well at Home quarterly in advance monitoring charges of £4.00 per week plus VAT (if applicable). A one off installation fee of £30.00 plus VAT (if applicable) will also be due once the installation has been completed. Should you require installation of any further Telecare equipment at a later date, additional rental and installation costs will be applicable.

Live Well at Home reserves the right to vary the monitoring charges at any time giving you one month's prior notice in writing.

Providing that you pay the monitoring charges Live Well at Home agrees to keep the equipment connected to the Monitoring centre.

Live Well at Home agrees that on receipt of an alarm call from your equipment, Worcestershire Telecare will make every effort to respond in the manner most appropriate to the immediate circumstances determined by their procedures and the judgement of the Monitoring Centre operator, provided that no liability whatsoever shall attach to Live Well at Home or the Monitoring Centre's operator in connection with any action or decision by the operator.

You agree to inform Live Well at Home of any relevant changes of personal details to enable the Monitoring Centre to deal efficiently with an alarm call.

You agree to inform Live Well at Home if you will be away from your home for longer than four weeks.

Live Well at Home will not accept liability for any defect or failure in the connection to the Call Centre.

You will be responsible for the payment of any charges imposed by your telecom supplier and make those payments direct to the supplier.

This agreement may be terminated at any time by you giving one month's notice in writing.

Live Well at Home may terminate the agreement at any time on giving 3 months notice in writing. Live Well at Home may terminate the agreement immediately if you fail to make any payment as set out in this agreement.

Terms and conditions of the Lifeline agreement

Rental Agreement users

This agreement will last for a minimum of three months.

You agree to pay rental payments of £4.00 plus VAT (if applicable) per week, payable quarterly in advance from the date of this agreement plus a one off installation fee of £30.00 plus VAT (if applicable). Should you require installation of any further Telecare equipment at a later date, additional rental and installation costs will be applicable.

Live Well at Home reserves the right to vary the rental on giving you one month's prior notice in writing.

You agree that upon termination of this agreement to return the equipment to Live Well at Home at your own cost.

Live Well at Home may terminate the agreement forthwith if you fail to make any payments due under the terms of this agreement or if you fail to comply with any other term of this agreement.

In the event of termination of this agreement under Live Well at Home shall be entitled to demand the payment of all sums outstanding under the terms of this agreement at the date of termination and all the rent payable for the remainder of the minimum period.

This hire agreement is regulated by the Consumer Credit Act 1974. Sign the agreement only if you wish to be bound by its terms.

Once you have signed the agreement, you will have, for 21 days, the right to cancel it. A cancellation form will be sent to you by post.

Repair & Maintenance

Live Well at Home agrees to arrange for repair and maintenance of the lifeline unit at no cost to you, unless the necessary repairs arise from negligence or misuse by you. In this case you would be charged for the cost of any necessary replacement. (See fee schedule at the end of this document)

Live Well at Home also reserves the right to charge you for any costs incurred by you making unnecessary service requests or where you have caused a service visit to be aborted by not providing access to the equipment at the appointed time.

Live Well at Home does not accept liability for any defect or failure in the equipment or any failure or delay in providing the maintenance service.

You agree that the equipment will remain the property of Live Well at Home and that you will give Live Well at Home's employees and agents access to the equipment at all reasonable times on reasonable notice for the purpose of inspecting, repairing, adjusting, servicing or removal of the equipment.

You should not use any additional accessory in conjunction with the equipment unless it has been supplied by Live Well at Home or has been approved by Live Well at Home in writing.

You agree to keep the equipment free from any damage caused other than by fair wear and tear.

You agree to indemnify Live Well at Home against all loss or damage to the equipment by fire, flood, theft, misuse, accidental damage or any other cause and to notify Live Well at Home immediately of any of the above events.

You shall insure the equipment as part of your home contents policy and shall produce on demand, if requested, evidence of such insurance.

The equipment must remain at your address indicated in the agreement and may only be moved with prior written consent of Live Well at Home.

You agree to report immediately to Live Well at Home any defect in the equipment.

You agree to use the equipment in accordance with any instructions issued by Live Well at Home or agents, or manufacturer.

All users

You must provide details of your GP, medical conditions, details of any care packages in place and your emergency contacts.

You agree that all calls made to and from the Monitoring Centre are recorded for monitoring and training purposes.

You agree to the personal information you provided to be held on a computer file to be used only in the event of you making an emergency call to the Lifeline Connect Service.

You agree that in exceptional circumstances it may be necessary to over-rule your wishes.

Cancellation of the service

You may cancel the service by giving two week's notice of termination of the contract after the initial 3 month period. Please contact us on **0845 026 7944** (shop opening hours), and we will send the cancellation forms to you.

Live Well at Home reserves the right to inform any relevant parties that you have cancelled the service e.g. social services.

Payment

You are tied into this contract for an initial 3 months. Payment should be made for the first quarter upon installation of your Lifeline equipment once installation has been completed. A cheque should be given to the person installing the equipment for the first quarter rental and the installation fee and this agreement signed prior to him/her leaving your property. If you wish to continue the rental agreement after the initial 3 month period, you will receive quarterly invoices through the post which should be paid within 7 days. If you wish to cancel after 3 months, you should write to us requesting a two week notice period.

Your Payment Options

By post (except cash) to:

Live Well at Home
Finance Department
William Burford House
27 Lansdown Crescent Lane
Cheltenham
Glos GL50 2LB

Cheque or postal order should be made payable to Live Well at Home Ltd.

Full details will be on the reverse of the invoice.

By Direct Debit

You can pay quarterly by direct debit. A direct debit form will be enclosed with the invoice. If you would like to pay by direct debit you should complete the direct debit form and return it to us at Live Well at Home, Finance Department, William Burford House, 27 Lansdown Crescent Lane, Cheltenham Glos GL50 2LB.

General Information

The weekly charge includes:

- Equipment rental
- Maintenance
- Monitoring 24 hours a day by our Monitoring and Response Centre

All prices exclude VAT which must be added unless you are eligible for VAT exemption under the VAT Act 1983 Goods and Services for Disabled Persons (see below)

VAT Exemption

You may be exempt from paying VAT on the cost of your alarm equipment under the guidelines published by HM Customs & Excise if you are:

- Blind, deaf or dumb (included in the Chronically Sick & Disabled Persons Act 1970)
- Substantially and permanently handicapped by illness, injury or congenital deformity

By virtue of general frailty most elderly people are able to claim VAT exemption. In order to claim VAT exemption, it will be necessary for you to sign an appropriate form which we will provide when we install your Telecare alarm and Telecare Options.

Compliments, Comments or Complaints

We are continually looking at ways to improve our service and we welcome all comments, feedback and suggestions.

To make sure that we deal with any complaints in a prompt and appropriate manner, we have a formal feedback process which provides information about how we will investigate your complaint, who will be dealing with it and when you can expect a reply.

If you would like a copy of the Customer Feedback Form and a leaflet which explains the service in greater detail, please contact **0845 026 7944**.

Please note that all calls to the Monitoring and Response Centre are recorded for monitoring purposes. Voice recordings are retained for at least 12 months.

Fee Schedule for Lifeline Pendant Alarm

Assessment Service	Free of Charge
Lifeline Pendant Alarm (inc of monitoring service)	£4.00 per week
Installation Fee	£30.00 (VAT exempt)
Replacement Pendant cost Due to service user's negligence/loss	£55.00 + Call out Fee £30
Replace Connect Base Unit Due to service user's negligence/loss	£140.00 + Call out Fee £30
Fee for unnecessary call out	£30.00
Fee for non-return of equipment at end of rental period	£210.00
Key Safe Purchase	£75.00
Installation fee from	£20.00
Cancellation Fee: With two week's notice	No Fee
Without two week's notice	The remainder of the rental term will be due

All prices exclude VAT which must be added unless you are eligible for VAT exemption under the VAT Act 1983 Goods and Services for Disabled Persons (for more information see 'General Information' section in this agreement.)