



## **Bristol Careline TERMS AND CONDITIONS of service for self-installations**

In these terms and conditions, "Bristol Careline" means the basic service provided by Bristol City Council. "The goods or equipment" means any item of whatsoever nature or part thereof, or service which is to be sold or supplied by Bristol Careline. "The Customer or Client" means the person who buys, or agrees to buy the goods (or their authorised representative).

You must read and agree to these terms and conditions to be able to place an order for Bristol Careline.

### **11. Acceptance of orders and delivery**

- 1.1. Upon receipt of the completed Customer order and acceptance of terms and conditions, Bristol Careline will provide to the Client an emergency alarm device ("Telecare Alarm") and personal pendant or similar together with a Monitoring service, subject to acceptance of these terms and conditions.
- 1.2. The terms and conditions contained herein shall constitute the entire agreement between Bristol Careline and the Customer.
- 1.3. Bristol Careline will despatch Careline equipment to the address stated on the order form within 2 days of receipt of the order. Once the Client has set up the equipment and tested as per the instructions, the Careline service will commence. The equipment will remain the property of Bristol Careline at all times, failure to pay for the equipment or service may result in recovery procedures as set out below at point 7.

### **2. Description of Bristol Careline service**

- 2.1 Bristol Careline will provide to the Client, a Telecare Alarm monitoring service which operates 24 hours a day, 365 days a year. The service responds to alarms raised by the Client using the supplied Telecare Alarm equipment and takes appropriate action utilising the contacts and personal information provided by the Client.
- 2.2 In conjunction with the monitoring service, Bristol Careline will supply the Customer, on a rental basis, and for the Client's exclusive use, a personal alarm monitoring package, consisting of:
  - a) A Telecare Alarm base unit
  - b) A wearable pendant alarm
- 2.3 The Client should not sell, pledge or part with the Bristol Careline Telecare alarm package but keep it at the registered property at all times, unless permission has been granted by the Careline Team. The Client is responsible for all payment of electricity and telephone charges incurred by the Bristol Careline service at the Client's address.
- 2.4 Bristol Careline aim to answer 97.5% of emergency calls within 60 seconds and 99% within 3 minutes. Bristol Careline will then assess the Client situation and take appropriate action. This



may be to take no action or to call the nominated contacts, key holders, relatives, friend or doctor as appropriate. If necessary, the emergency services will be called.

- 2.5 Bristol Careline aim to respond to faults and equipment failure, where Client safety could be at risk, within 48 hours (not exceeding 96 hours) and non-critical faults, that may reduce or limit the system functionality, but are not life critical, within 10 working days (not exceeding 15)
- 2.6 Ensure that all access arrangements and Clients' wishes are met to protect their health, privacy and physical security of the Customers home.
- 2.7 The Client must ensure that they maintain all emergency key holders' access arrangements.
- 2.8 The Client consents to data processing by The Bristol Careline Team, at Bristol City Council's Operations Centre, according to the Data Protection Act 1998
- 2.9 The Client consents to the use of their data for necessary internal system or service testing
- 2.10 The Client authorises Bristol Careline Operators to make relevant decisions about health, safety and wellbeing upon receipt of an emergency call by the Client via Bristol Careline. Bristol Careline will always inform the Client of the action they are taking.
- 2.11 The Client agrees to the recording of calls made to Bristol Careline and authorises such recordings for training and monitoring and to pass on, where appropriate recordings that may help secure a conviction of a criminal offence in compliance with the Data Protection Act 1998. Recordings are held for a year. These recordings are accessible to the Client or Client representative, upon request.
- 2.12 The Client must set up and use the equipment according to the installation guide, essential information and user guide and ensure that the equipment is kept powered at all times and is tested once a month (to ensure connection to the Careline team).
- 2.13 The Client **must inform** Bristol Careline of any change in circumstances e.g. Medical information, changes to key holder contacts, family or carer contact details. This is essential to be able to provide the Careline service.

### 3. Agreement period

- 3.1. The Bristol Careline service is for an initial period of 3 months ("The initial period") and will continue thereafter monthly until terminated in accordance with point 6, our Cancellation policy.

### 4. Bristol Careline does not:

- 4.1. Accept responsibility for failure on the part of any third-party agent contacted to obtain or give appropriate help or assistance to the Client;
- 4.2. Accept responsibility for any damage caused or fees incurred as a result of the emergency services gaining entry to the Client's property;
- 4.3. Accept liability for any service deficiency arising as a result of circumstances beyond its control e.g. Telephone line problems, battery failure, failure of the call handling system, loss of electricity supply, adverse weather conditions, strikes or industrial disputes;



- 4.4. Accept responsibility for delay in responding to a Client emergency call to Careline should Client's telephone line be occupied by another service such as an answering machine, fax or internet connection;
- 4.5. Accept responsibility for the maintenance of any equipment NOT supplied by Bristol Careline.

## **5. Bristol Careline reserves the right to:**

- 5.1. Subcontract any, or part of its services. The Client will be notified of any changes at least one month prior to these changes taking effect.
- 5.2. Refuse to provide the service. Bristol Careline is committed to providing a professional telecare service, however this is a discretionary service and Bristol City Council and Bristol Careline can refuse to provide its service to an individual, where considered necessary.

## **6. Cancelling the service**

- 6.1. You have a 21 day 'cooling off' period in which to return the equipment and cancel the service without charge, any monies paid by you for monitoring will be refunded and we will send you a closing statement for your account.
- 6.2. The Client should return the Bristol Careline emergency alarm device (to the address below) to the office of Bristol Careline in the same condition as when supplied, save for reasonable wear and tear, on termination of this Agreement.
- 6.3. Failure to return the Careline equipment in a satisfactory condition may result in a charge for the equipment of £100
- 6.4. Following the expiry of the right to cancel period of 21 days, this Agreement may not be terminated before the end of the initial 3 month period. After the initial period has expired either party may terminate the Agreement by serving one month's notice by phone, email or in writing to the other party. Such notice will be validly served if it is delivered to the Bristol Careline address or the address of the Client contained herein. Upon cancellation of the service, the Client must return the alarm unit at the end of the one month notice period; we advise using a recorded/proof of postage service. If the Client seeks to reconnect to Bristol Careline service, we may charge the new Client set up fee. .

## **7. Price and Payment**

- 7.1. You will be able to pay for your Bristol Careline service in various ways to suit your needs, including payment by Direct Debit. We can provide a direct debit form for you to complete, please call us on 0117-922 3269 to arrange. Alternatively, you will receive an invoice from Bristol City Council that will set out other ways to pay.
- 7.2. Payment is due quarterly in advance within seven days of receiving an invoice. Bristol Careline may vary the price of the service or products, but will give the Client at least one month's notice. The charge will be reviewed on 1<sup>st</sup> April each year.
- 7.3. If the Client has a long term chronic illness or disability, they may not need to pay VAT for Bristol Careline service. The client will need to complete a simple self-declaration at the time of order. Please visit the [HM Revenues and Customs website](#) for more information about eligibility.



## **8. Data protection**

- 8.1. Bristol Careline complies with the requirements of the Data Protection Act 1998 or any subsequent re-enactment of the Act; adhere to all relevant Health and Safety Requirements; The Consumer Credit Act 1974 and all other applicable legislation.
- 8.2. We will only divulge such information to emergency services if we call them ourselves, in order to protect your health and safety. Such data may be shared only when relevant and necessary and where circumstances dictate.
- 8.3. Client data is kept in line with the Data Protection Act 1998. Bristol Careline does not keep the data indefinitely.

## **9. Risk and insurance**

- 9.1. Whilst the goods are in the possession of the Client, the Client shall keep the goods properly maintained in the same condition as that in which they were delivered and shall make good any damage or deterioration. The Client should install goods in their possession in accordance with the equipment installation instructions or manuals.

## **10) Your Comments and complaints**

Your comments are important to us and help us to improve the service we deliver to you. If you have any comments on the quality of the service, either good or bad, please contact the Control Centre by pressing the red button on the alarm or by telephoning **0117-922 3269** (*all calls to the centre are voice recorded for monitoring purposes*) or write to Bristol Careline, Bristol City Council, Emergency Control Centre (100TS), Bristol City Council, PO Box 3176,, Bristol, BS3 9FS. If you have a formal complaint, please contact in the first instance the Telecare Centre operative who will advise of the complaints procedure. If your complaint cannot be resolved, you may then request a Customer Complaints form and follow the formal procedure. Please note that initiation of a complaint does not entitle the Client to withhold any part of their payment for the service.

## **11. Returns address and what to do etc.**

The Client has a right to cancel this agreement by telephone, email or in writing to Bristol Careline at Emergency Control Centre (100TS), Bristol City Council, PO Box 3176, Bristol, BS3 9FS within **21** days of the date of this agreement, or with one month's notice at any time after the initial 3 months of the agreement. If the Client cancels this agreement, any monies paid for monitoring will be returned to the Client and no further payments are required. Please return the alarm equipment to Bristol Careline at Freepost RTKJ-SGBZ-ULSH, Emergency Control Centre (100TS), PO Box 3176, Bristol City Council, Bristol, BS3 9FS call 0117-922 3269 to arrange for collection (a charge may be levied for collection).

This agreement is in accordance with the Consumer Credit Act 2006 and the Consumer Protection Act 1987.

**If you require a copy of the Agreement in large print or Braille or another language for your reference please contact the Control Centre on 0117-922 3269.**