



Safety Link is a division of Ballarat Health Services.

Terms and Conditions

To ensure you receive
the best possible personal
emergency response service

TERMS AND CONDITIONS

The following terms apply to this legally binding agreement between you and Safety Link.

Terms used in this Agreement

1. In this Agreement:
 - (a) "Application Form" means the form which you have signed setting out, amongst other things, your personal and medical details, next of kin, Contact Persons, installation prerequisites and account details.
 - (b) "Client Handbook" means the client handbook we give you, containing, amongst other things, directions on how to use the Service.
 - (c) "Contact Persons" means the persons you have nominated for us to call pursuant to Clause 7 or 8 explaining the service we provide.
 - (d) "Equipment" means the monitoring unit, pendant, accessories and other items of equipment associated with or used in connection with the Service. This remains our property.
 - (e) "Fees" means the fees and charges for the Service and its establishment and the purchase or rental of the Equipment payable by you where applicable.
 - (f) "Network" means the public switched telephone network.
 - (g) "Pendant" means the alarm triggering device.
 - (h) "Safety Link" or "we", "us" or "our" means Ballarat Health Services, trading as Safety Link.
 - (i) "Schedule of Fees" means the schedule we have given you setting out the Fees.
 - (j) "Service" means the personal emergency alarm monitoring service provided by Safety Link.
 - (k) headings are used for convenience only. They do not affect the interpretation of the Agreement.
 - (l) Technician / representative/ contractor- contracted installer (licensed cabler) representing Safety Link.

Commencement of the Service

2. The Service will commence when:
 - (a) a completed and signed Application Form has been received by us, and;
 - (b) our employee or representative has installed, programmed and tested the Equipment and provided you or your nominated representative with instructions on how to use the Equipment. If you are not there at the time of installation, your nominated representative will need to instruct you in the use of the Equipment.
3. **Please ensure you or your nominated representative is home at the pre-arranged installation time**, otherwise you will have to pay the technician's fee for that visit.

Entering your home and testing

4. Our employees or representatives will need to enter your home on reasonable notice to install, repair, remove, service or update any of the Equipment. You now authorise them to do so.

Recording of Calls

5. Any telephone calls between us (Safety Link) and You or anyone on Your behalf may be listened to and recorded for security, quality or coaching purposes. When You or someone on Your behalf telephones us, that recording will occur automatically. You acknowledge this, and undertake now to advise anybody communicating with us on Your behalf as to this fact.

What you have to do

6. You agree to:
 - (a) **inform us immediately of any change** (whether temporary or permanent) to:
 - (i) your **address or telephone number**;
 - (ii) the **address or telephone number of a Contact Person**;
 - (iii) **your telephone service provider** or service options; or
 - (iv) any information you have provided in the Application Form.
 - (b) **give us 14 days notice if relocating to new premises** and agree to **pay all costs associated with reconnection** of the Safety Link equipment.
 - (c) **return the Equipment in good condition within 30 days of the ending of this Agreement. If you don't, we will bill you for its replacement.** Also, in addition to other amounts you owe under this Agreement, **you will be liable for fees relating to the period between the ending of this Agreement and the return of the Equipment.**
 - (d) **inform the Contact Persons prior to commencement of the Service** that we may contact them to assist you at any time;
 - (e) **pay the Fees when they are due**;
 - (f) where applicable, provide us with all necessary banking details and authorisations for payment of the Fees;
 - (g) **have and maintain in your home a standard telephone service** connected to the Network capable of making outgoing calls and connection to mains electricity;
 - (h) **inform us if any remote wireless devices, cordless telephones or other alarm systems are introduced to your home.** (This is necessary because such devices may in some instances interfere with or prevent the proper operation of the Equipment);
 - (i) **take reasonable care of the Equipment**;
 - (j) It is your responsibility **to test your pendant on the same day each month** and understand that you are obligated by your agreement with Safety Link to do so. **The test date is located on the fridge magnet** provided to you when your alarm unit was installed.

Should you forget to test your pendant on the nominated date, Safety Link will endeavour to contact you after the nominated date. It should be noted that failure to conduct your monthly test will not initiate an emergency response; it is designed to ensure the client remains familiar with the process of pushing the pendant.

- (k) **call us immediately if the Equipment does not appear to be operating properly, requires any repairs, is stolen or damaged;**
- (l) **not repair, move or otherwise interfere with the Equipment** (or let anyone else do so) unless authorised by us;
- (m) **inform us if you have the internet connected to your phone service;**
- (n) **use the Equipment and Service only as provided in the Client Handbook or** as otherwise **instructed** by us and comply with any reasonable requests we make;
- (o) inform us immediately if you no longer require the Service (see Clause 13(a)).
- (p) use the Equipment and Service in an appropriate manner. Inappropriate use may result in the withdrawal of the Equipment and/or the Service.
- (q) **maintain a practical method of entry for emergency services personnel or contacts.** This can be through the provision of a pin assigned key-lock safe or other suitable means. You understand that failure to do so might require forced entry and subsequent entry related damages to your property in emergency situations.

What we do as part of the Service

- 7. **When you activate the alarm** button and **we receive a call, we will attempt to contact you by telephone.** If we succeed, we will:
 - (a) **ask you why you activated the alarm;** and
 - (b) **assess the situation** and, **at your request** (or if we can't reach you by telephone) **notify a Contact Person;** and
 - (c) **if we cannot reach** any of your **Contact Persons, contact an emergency service.**
 - (d) **take any additional action we reasonably feel is required** in the circumstances.
 - (e) **where the Equipment requires repair** or replacement, Safety Link **will endeavour to rectify Equipment issues as soon as is practicable.**
- 8. Where requested, Safety Link will provide a **'Daily Call' facility.** If you don't activate the 'Daily Call' button by the time nominated in the Client Handbook:
 - (a) we will attempt to contact you by telephone after the nominated time;
 - (b) if we cannot contact you, we will notify a Contact Person to check on your well being;
 - (c) if we cannot contact you or a Contact Person by 4pm on that day we will notify an emergency service.

Fees and Charges

9. Our Fees are set out in the Schedule of Fees. Where fees apply:
- (a) you must pay the Fees either monthly, quarterly or annually in advance (as selected by you in the Application Form). The first payment is due from the service commencement date. **Fees remain applicable even when you are away from your residence.**
 - (b) we will send you an invoice which must be paid within 30 days of the date of the invoice.
 - (c) any additional equipment related to the Service purchased by you is non-refundable.
10. We may vary the Schedule of Fees on giving you one month's prior written notice. The amended Schedule of Fees will take effect from the next due payment following the end of that month.
11. **You must pay the costs of:**
- (a) the call-out or use of an **ambulance. (We recommend that you obtain ambulance cover);**
 - (b) **a suitable power point** if one is not already in place which can be used exclusively for our equipment;
 - (c) our authorised representative **relocating or repairing the phone line and/or the socket at any time including during installation.**
 - (d) **any additional goods or services** not specifically included in this Agreement or the Application Form.
 - (e) **costs associated with relocating the Equipment to new premises** or to a different location within your existing premises.
 - (f) **configuring an ADSL connection to work in unison with the alarm unit.**
12. **We may charge you for the repair or replacement of the Equipment** (unless covered by the manufacturer's warranty) required due to:
- (a) **misuse or interference with the Equipment** by any person other than our employee or representative; or
 - (b) the Equipment or any part of it being lost or stolen.

The Service Ends

13. **This Agreement and the Service continues indefinitely until:**
- (a) **14 days after you notify us** or we notify you of an intention to end the Agreement. Provided you are not in breach of this Agreement, on any such termination we will refund any unused proportion of the Fees in excess of one month's Service Fee.
 - (b) **If you are unable to maintain a minimum of two Contact Persons,** we may be unable to continue to provide the Service and may immediately terminate this Agreement by written notice to you.
14. **If you take any action which damages the Equipment or jeopardises the Service,** we may immediately terminate this Agreement by written notice to you and bill you for repairs to or replacement of the Equipment.

When the Service Ends

15. Even when this Agreement has ended, **you must still pay any amounts which are still outstanding** under it, and you are still liable to us with respect to any breach by you of this Agreement and refer to 6 (c) **return the Equipment in good condition within 30 days of the ending of this Agreement. If you don't, we will bill you for its replacement.** Also, in addition to other amounts you owe under this Agreement, **you will be liable for fees relating to the period between the ending of this Agreement and the return of the Equipment.**

Indemnity and Release

16. You indemnify and release us from all liabilities, losses, actions, proceedings, costs, expenses and damages claimed by any person (including you) with respect to loss or damage to property or personal injury or death arising directly or indirectly in connection with:
- (a) the negligence of any person in connection with the Service, except us or our employees (but the indemnity still applies if that negligence relates to the service or checking of the Equipment);
 - (b) any other cause in connection with the Service beyond our control including, without limitation, any failure of the Service due to the failure or non-availability of:
 - (i) the telephone line (including through failure due to the Equipment being installed to other than a mode 3 telephone socket); or
 - (ii) the Network;
 - (iii) mains electricity supply,
 - (iv) the Equipment; or
 - (v) any work carried out, not authorised by us.
 - (c) the acts or omissions of any Contact Person. Please note, once we have contacted your Contact Person, we do not have any further responsibility.

Contractors

17. We may engage contractors to install or repair the Equipment.

Forces beyond our Control

18. We may withhold doing what we have to under this Agreement if prevented by riots, strikes, civil commotion or anything due to forces beyond our control.

Variation

19. Should any variation be made to this Agreement which affects you, or the service provided to you, we will notify you within 30 days. If you are not prepared to accept the variation, you may immediately withdraw from this Agreement.

Entire Agreement

20. This Agreement is the entire agreement between the parties. It supersedes all prior agreements, communications and representations between you and us relating to the Service.

Power of Attorney and Solicitor

21. You acknowledge that we have advised you to consult a solicitor before you sign this Agreement about its effect and the desirability of an Enduring Power of Attorney. **You acknowledge that we cannot act on the instructions of any person who is not your attorney.**

PRIVACY COLLECTION STATEMENT

Safety Link's policy is to respect and protect the privacy of our clients.

How we collect your personal information

Safety Link only collects information necessary to provide you with its service. Personal information relating to yourself and your "Contact Persons" will be collected when making application to be a Safety Link client and when you provide additional information to update your details. In some instances we may need to collect information about you from your carer, guardian or other health service providers (such as medical specialists). Telephone calls in relation to providing the alarm service will be recorded.

How we use your personal information

The information you provide will be used to assist in providing our services to you. Your personal information will be used for the following purposes:

- To identify you as a Safety Link client
- To provide you with our monitoring and associated services
- To contact you every year to update your personal details
- To contact you to obtain feedback about the quality of our service
- For funding purposes (if applicable)
- For accounting purposes (if applicable)

Consent

When you become a Safety Link client, it is our understanding that you consent to your personal information being collected, used and disclosed for the purpose of providing our service. If at any time you provide the personal information of another person eg "Contact Persons" to us, then you must first ensure the person has read and understood this statement and separately consented to personal information being used and disclosed by us for the above purposes. If you choose not to provide us with the personal information we request from you, we may not be able to provide you with our service.



Safety Link is a division of Ballarat Health Services.

When we disclose your personal information

Safety Link may provide your personal information to other organisations that assist us in providing our service to you.

Where organisations are contracted to Safety Link to provide our service to you, we include in the contract that the organisation will respect your privacy according to Safety Link's Privacy Policy. Safety Link will also disclose information to other organisations as required or authorised by law.

Storage and Security

Your information is stored securely by Safety Link, to protect your personal information from loss, misuse, unauthorised access, modification or disclosure. All Safety Link staff are required to maintain the confidentiality of your personal information.

Access and Accuracy

Safety Link takes reasonable steps to ensure personal information is accurate, complete, up-to-date and relevant to the functions performed. You have a right to access your personal information, however you may be required to put your request in writing.

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