

Terms and Conditions

To ensure you receive the best possible personal emergency response service. 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 one or more of the forms which you have completed and returned (either in hardcopy, online or in a Safety Link App) 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 8 or 9 explaining the service we provide.

(d) "Equipment" means the home and mobile monitoring units, pendants, accessories and other items of equipment associated with or used in connection with the Services (where applicable). If you are renting your equipment, this equipment remains our property at all times, unless advised otherwise.

(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) "mPERS" means a mobile personal emergency response system such as the 'GO Trek' model device provided capable of being taken and used outside your home.

(g) "Network" means the telecommunication network utilised by the Equipment, including but not limited to 3G, 4G, 5G, Wi-Fi, NBN and satellite networks.

(h) "Pendant" means the alarm triggering device.

(i) "Safety Link" or "we", "us" or "our" means Grampians Health, trading as Safety Link.

(j) "Schedule of Fees" means the schedule we have given you or the Safety Link website we maintain setting out the Fees.

(k) "Services" means the personal emergency alarm monitoring service provided by Safety Link, either through the use of a home monitoring unit or an mPERS and may mean one or both of the Services as determined by completion of your Application Forms.

(l) headings are used for convenience only. They do not affect the interpretation of the Agreement.

(m) Technician / representative/ contractor- contracted installer representing Safety Link.

(n) "Self install" means the client or nominated representative has elected to install the equipment themselves, without the aid of a Safety Link representative.

Commencement of the Services

2. The Services will commence when:

(a) a completed and signed Application Form for either the home monitoring unit, the mPERS or both has been received by us, and either;

(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; or

(c) 14 days after your alarm has been dispatched from Safety Link in the event you choose to self-install.

3. The actual Services provided by Safety Link shall be determined by you and the Application Forms that you complete and provide to us. For example, if you do not submit an application for an mPERS, the obligations of Safety Link under these Terms and Conditions are limited to the extent that such obligations relating to the use and operation of the mPERS do not apply to you.

4. Please ensure you or your nominated representative is home at the pre-arranged installation time, failure allow access will result in another installation fee being payable.

Entering your home and testing

5. 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 agree to grant them fair and reasonable access for this purpose.

Recording of Calls

6. Any phone calls between us (Safety Link) and you or anyone on your behalf may be recorded for security, quality or coaching purposes. When you or someone on your behalf phones 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.

Your Obligations

7. You agree to:

(a) inform us immediately of any change (whether temporary or permanent) to:

(i) your address or phone number;

(ii) the address or phone number of a Contact Person;

(iii) your phone 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 situate at your premises.

(c) if the Equipment is not owned by you, return Safety Link's 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 Services 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) provide us with important information such as pacemakers and/or mobility constraints;
- (h) have and maintain in your home a standard phone service or a substitute deemed suitable by Safety Link connected to the Network capable of making outgoing calls and, depending on whether your Services require it, connection to mains electricity;
- (i) inform us if any remote wireless devices, cordless phones 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);
- (j) take reasonable care of the Equipment;
- (k) It is your responsibility to test your pendant on the day you nominate.

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.

- (l) If you have a mPERS, it is your responsibility:
 - (i) to test its signal strength when entering into unfamiliar buildings or locations; and
 - (ii) to ensure the mPERS is sufficiently charged prior to leaving your home.
- (m) call us immediately if the Equipment does not appear to be operating properly, is stolen or damaged;
- (n) not repair, move or otherwise interfere with the Equipment (or let anyone else do so) unless authorised by us;
- (o) use the Equipment and Services only as provided in the Client Handbook or as otherwise instructed by us and comply with any reasonable requests we make;
- (p) inform us immediately if you no longer require the Services (see Clause 14(a)).
- (q) use the Equipment and Services in an appropriate manner. Inappropriate use may result in the withdrawal of the Equipment and/or the Services.
- (r) 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.

Our Obligations

8. When you:

- (a) activate the alarm button (using either the pendant or the mPERS); or
- (b) trigger a fall detection or similar alert in the Equipment
- (c) ask you why you activated the alarm; and
- (d) assess the situation and, at your request (or if we can't reach you by phone or via the Equipment) notify a Contact Person; and
- (e) if we cannot reach any of your Contact Persons, contact an emergency service.
- (f) take any additional action we reasonably feel is required in the circumstances.
- (g) where the Equipment requires repair or replacement, Safety Link will endeavour to rectify Equipment issues as soon as is practicable.

(h) Manufacturer's Warranty comes with equipment purchased upfront and applies to the following:

- 12 months for home based alarm unit
- 60 months for smoke detectors
- 12 months for all other equipment.

9. Depending on the Services being provided to you, Safety Link may provide a 'Daily Call' facility. This service is available for an additional cost to users of the Safety Link Home Based Alarm. If you don't activate the 'Daily Call' button by 11am.

- (a) we will attempt to contact you by phone after the nominated time;
- (b) if we cannot contact you, we will notify a Contact Person to check on your wellbeing;
- (c) if we cannot contact you or a Contact Person by 4pm on that day, we will notify an emergency service to conduct a welfare check.

Fees and Charges

10. Safety Link monitoring devices are available for purchase upfront for all clients and organisations. The Home Based Alarm is available to rent for clients who have been referred by either:

- (a) an Occupational Therapist, Physiotherapist or General Practitioner;
- (b) a community care organisation;
- (c) an agency managing government funding (such as Home Care Package or NDIS) or
- (d) their retirement living provider

11. Safety Link currently maintains a fleet of 6,000 Home Based Alarms for this purpose. Rental applications received where no Home Based Alarm is currently available will be placed on a waiting list.

12. Our Fees are set out in the Schedule of Fees, available by request. Where fees apply:

(a) you must pay the Fees either monthly, quarterly or annually (as selected by you in the Application Form). The first payment is due from the service commencement date or 14 days after your alarm is dispatched from Safety Link if you have elected to perform a 'Self Install', whichever is sooner. **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 Services purchased by you is non-refundable.

13. 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.

14. 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, where applicable.
- (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) costs associated with returning the unit for repair, assessment or replacement outside of the manufacturer's warranty.

13. 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.

14. Safety Link will offer a 10% discount for its fees associated with a rental and/or monitoring service providing:

(b) the 12 months fee is paid upfront at the time of commencement

(c) any cancellation or secession of the monitoring service prior to the completion of the 12 month period will result in the remaining period of the service and its associated fee's being forfeited by the client.

15. Safety Link sells devices under the following terms and conditions:

(a) a manufacturer's warranty is applicable against faulty or defective products;

(b) repair or replacement (if necessary) of faulty or defective alarm equipment including pendant by Safety Link during the warranty period;

(c) if the device warranty period has ended, all costs pertaining to repair, postage and handling are the responsibility of the client;

(d) the equipment remains the property of the buyer and cannot be re-sold or returned to Safety Link following cessation of the service unless donated;

(e) any sim cards remain the property of Safety Link and will be deactivated when once the monitoring service is terminated.

The Services End

16. This Agreement and the Services continue indefinitely until:

(a) 14 days after you notify us or we notify you of an intention to end the Agreement.

(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.

17. If you take any action which damages the rented Equipment or jeopardises the Services, we may immediately terminate this Agreement by written notice to you and bill you for repairs to or replacement of the Equipment.

When the Services End

18. Even when this Agreement has ended, you remain liable for any outstanding amounts incurred. Rented Equipment is to be returned in good condition within 30 days of the ending of this Agreement. Failure to do so will result in replacement charge to the value of the Home Based Alarm.

Indemnity and Release

19. 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) use of any of the Equipment outside of Australia;

(b) the negligence of any person in connection with the Services, except us or our employees (but the indemnity still applies if that negligence relates to the service or checking of the Equipment);

(c) any other cause in connection with the Services beyond our control including, without limitation, any failure of the Services due to the failure or non-availability of:

(i) the phone line (where applicable);

(ii) the mobile network;

(iii) mains electricity supply,

(iv) the Equipment; or

(v) any work carried out, not authorised by us;

(d) the acts or omissions of any Contact Person. Please note, once we have contacted your Contact Person, we do not have any further responsibility; and

(e) specifically relating to the mPERS: (i) misuse or damage to the wireless battery charger; (ii) failure to keep the mPERS charged when leaving the house, noting that battery drain will occur quicker when the mPERS is in emergency mode; (iii) reliability of cellular service; (iv) the loss of signal which may occur when entering buildings, underground car parks or other areas out of range of cellular networks; and (v) the accuracy of the GPS coordinates provided to the Network. (vi) water damage to the Equipment beyond the reasonable specifications of the manufacturer; and (viii) fall detection capability.

Contractors

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

Force Majeure

21. Safety Link are not liable deemed in breach under this Agreement for any delays or failures in performance if prevented by riots, strikes, civil commotion, the availability of the mobile network or any other reason due to forces beyond our reasonable control. Where possible we will promptly notify you in writing when such circumstances arise causing a delay or failure in performance and when they cease to do so.

Variation

22. 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

23. 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

24. 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.

25. In the event that this Agreement is signed under Enduring Power of Attorney, each of the Attorneys executing this Agreement hereby

warrant that, at the time of executing this Agreement that his her or their appointment is valid and each Attorney is not reasonably aware of a notice of revocation of the Enduring Power of Attorney.

Privacy Policy

Safety Link's policy is to respect and protect the privacy of our clients. We appreciate that the success of Safety Link is largely dependent upon a relationship of trust being established and maintained with past, current and prospective clients, carers, guardians and other individuals with whom we contact in providing the Services. Safety Link will therefore continue to collect and manage your personal information with a high degree of diligence and care. Safety Link aims to comply at all times with the privacy laws (incorporating the National Privacy Principles) that apply. If you have a comment, query or complaint regarding a privacy matter, we encourage you to discuss it with a Safety Link representative.

A copy of our Privacy Policy is available on the website.

A Note on Fall Detection

Fall detection technology is limited in some circumstances and is considered by Safety Link as complimentary technology to the PERS or mPERS device. There have been examples where falls detection has triggered or failed to trigger in circumstances not appropriate. This includes failure to trigger with a fall and triggering when no fall has taken place.

We would recommend that this technology **not** be relied upon and should a fall take place, the device should be triggered manually. Safety Link accept no liability for instances of a fall where takes place and the falls detection function has failed to trigger an alarm.

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