



Application form

About me

Title

First name

Surname

Also known as Gender Male Female

DOB

I live at

Property number Property name

Street name

Town / village

County

Postcode

Landline number

Mobile number

Key safe code (if you have one)

Key safe location

Email address (if you have one)

Alarm ID no _____ (office use only)



Careline is a not-for profit service of

NORTH HERTFORDSHIRE DISTRICT COUNCIL



Understanding you

I have a Care Plan No Yes If yes, please provide details

I have a Court of Protection Deputy assigned to me* No Yes

**If you answer 'yes' to this question we may need to discuss your application with you*

Do you have mental capacity? Yes No

If you ticked 'no', please read the following:

The Herts Bernie service is only available to those who have the mental capacity to freely consent to it and sign a service agreement.

However, if you do not have this capacity and yourself, or your family member or carer, feels it is in your best interest to have this service, we can provide this to you as long as a healthcare professional confirms that a Deprivation of Liberty does not apply. You can ask your GP or other healthcare professional to give you a letter to this effect.

This is required because our service can locate the person using the device, so legally we need a professional's assurance that it does not infringe on your liberty. We've launched this service to give you the freedom to leave your home and go about your daily life with help on hand if you need it.

I have read and understood the contents of the Herts Bernie information brochure and Service Agreement Yes No

I understand how the device will help me if I am unwell or disorientated when I'm away from home Yes No

I understand that my linked responder will receive information about my location and the device battery status Yes No

I understand that I must wear or carry the device to make the service effective Yes No

I know that I can cancel the service at any time Yes No

I know I do not have to wear or carry the device, but understand that the service will not benefit me if this happens Yes No

If you have any queries, please call 0300 999 2 999

My health

GP surgery name

GP surgery address

GP telephone number

Medical issues / risks: Please list any medical conditions you have so we can add them to your record. In particular please provide information regarding any time critical medication that needs to be taken regularly e.g. insulin.

Do you have a sensory impairment? Please give details:

My features

These details will help us to distinguish you if you require assistance

My height is feet inches

My build is

My hair colour is Black Brown Blonde Redhead Grey

White Other (please state)

I usually wear my hair Short Long Shoulder length Curly

Straight Tied back Other (please state)

I wear glasses Yes Y No N

My distinguishing features that can be seen from a moderate distance (e.g. tattoos) are:

Please include one recent photograph with your application (close up photo clearly showing your face)

OR please email a photo (jpeg, PDF) to CarelineSupport@north-herts.gov.uk We ask for a photo so we can send it to the Police in case of an emergency. Please put your surname and postcode within the email regarding your photo so we can match it to your record.

Attach your
photo here

Please put your surname and
postcode on the back of the photo

Please confirm that you speak English Yes Y No N

If not, please state preferred language

Places of interest / places I frequently visit

(e.g. local shop, coffee shop, cinema, allotment, cemetery, social club please help us by giving as much information as possible including names and address of places)

Low Battery Reminders

I give permission for Responder 1 to receive auto Low Battery alerts from the device (tick)

Optional Access to Location Data

I give permission for the Responder 1 to access information on my location via my device (tick)

I give permission for the Responder 2 to receive information from the Control Room if they give the Pass Code (tick)

Optional Geofence

Herts Bernie can be set up so that if you leave a certain geographical area (a radius which can be set from 100m to 5km from your home) the linked responder and the Control Centre will receive an automatic alert so that we can check that things are OK and you're safe. This geofence distance can be tailored and adjusted to suits your needs.

Do you give permission for a Geofence to be set up on the device? Yes No

What radius would you like this set for? 100m 500m 1km 3km 5km

(We will arrange this once the device has been sent to you)

I give permission for Responder 1 to receive information from my device regarding the geofence: (tick)

Administration

We will always contact you in the first instance to discuss your account. If we are unable to successfully do this, who would you like Herts Careline to send invoices and other correspondence to?

Responder 1 Responder 2 Administration contact

Other (please state)

Name

Relationship to you

Address

Email address (if they have one)

Telephone number (s)

Please remember to sign the back page of this application pack – the Service Agreement - and return this complete booklet to us in the enclosed pre-paid envelope.

Customer survey

This section is not mandatory to complete but this information will help us to improve our services

How did you hear about the Herts Bernie service?

Website, local newspaper, library, GP surgery, event, advert, family/friend, video.

Ethnicity

Do you use or are you interested in any of the following services?

Independent Living Services:

Meals on wheels*	Already use	<input type="checkbox"/>	*Interested in	<input type="checkbox"/>
Gardening help	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Housework help	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Handyman service	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Home adaptations e.g. grab rails	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Friendship visits	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Community transport	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>

Other services:

Broadband	Already use	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Attendance Allowance	Already claim	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Disability Living Allowance	Already claim	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Personal Independence Payment	Already claim	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Pension Credit	Already claim	<input type="checkbox"/>	Interested in	<input type="checkbox"/>
Housing/Council Tax Benefit	Already claim	<input type="checkbox"/>	Interested in	<input type="checkbox"/>

* **Meals on wheels:** Please contact our partner HILS for this service on 0330 2000 103 or visit www.hertsindependentliving.org

HertsHelp is a useful first point of contact for information about all of the above services. Call 0300 123 4044 or visit www.hertshelp.net



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is important



VAT exemption form

Herts Bernie equipment

Ref: VAT Leaflet 701/7

You **must** complete and return this form with your application pack

North Hertfordshire District Council must charge you VAT on the supply of your Herts Bernie service. However, some people are eligible for VAT relief. If you are chronically sick or disabled you may apply to be exempt from the VAT charges depending on meeting the criteria below:

Criteria (please tick where relevant)- at least one box should be ticked, please read each statement carefully

Paragraph 1:

You do not have a chronic illness or disability so you are not entitled to tax exemption

You have a physical or mental impairment which has a long term and substantial adverse effect upon your ability to carry out everyday activities. Please give full and specific description of your condition in the box below.

You have a condition which the medical profession treats as a chronic sickness such as diabetes (please give full and specific description of your condition in the box below).

You are terminally ill.

Additional details

DECLARATION OF ELIGIBILITY FOR EXEMPTION FROM VAT

I (Full name)

Of (Full address)

Declare that I am an eligible person under paragraph 1 of VAT leaflet 701/7 above and that I am receiving a Herts Bernie equipment service from Herts Careline, a not-for-profit service of North Hertfordshire District Council, Council Offices, Gernon Road, Letchworth, Hertfordshire, SG6 3JF.

NOTE - If you are unable to declare and sign this form the signature of a family member, guardian, doctor or another responsible person is acceptable.

Please tick one I am the service user I am signing on behalf of the service user

Signature

Date

Print name if signing on behalf of service user:

(If you are in any doubt about whether you are eligible, you can obtain further advice from HMRC on 0300 123 1073 before signing the declaration. Please be aware that it is an offence to make a false statement.)

Return to Hertfordshire Careline, North Hertfordshire District Council, Council Offices Gernon Road, Letchworth Garden City, Hertfordshire SG6 3JF



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Instruction to your Bank or Building Society to pay by Direct Debit

Careline is a not-for-profit service of

**NORTH HERTFORDSHIRE
DISTRICT COUNCIL**



9	4	1	7	6	3
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**Please fill the whole form in
BLOCK CAPITALS and return to
Hertfordshire Careline
North Hertfordshire District Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF**

FOR INFORMATION ONLY

This is not part of the instruction to your
Bank/Building Society

Payment for recurring invoices will be taken on the next
collection date following the due date of the invoice.

Collection dates are either 5th or 20th monthly.

Where this date falls on a weekend or Bank holiday
payment will be taken on the next working day.

1. Name(s) of Account Holder(s)

6. Customer name:

2. Branch Sort Code

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7. Customer address:

3. Bank/Building Society Account number:

--	--	--	--	--	--	--	--	--	--	--	--

4. Name and full postal address of your
Bank/Building Society:

To: The Manager _____
 _____ Bank/ Building Society
 Address _____

 _____ Postcode _____

INSTRUCTION TO YOUR BANK / BUILDING SOCIETY.

Please pay North Hertfordshire District Council Direct Debits from the account detailed on this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with North Hertfordshire District Council and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s) _____

Date _____

5. Reference (NHDC Customer Number – office use only)

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Banks and Building Societies may not accept Direct Debit Instructions for some types of account

✂ _____ This guarantee should be detached and retained by the payer _____

THE DIRECT DEBIT GUARANTEE

- * This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank/Building Society.
- * If the amounts to be paid or the payment dates change, NORTH HERTFORDSHIRE DISTRICT COUNCIL will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- * If an error is made by NORTH HERTFORDSHIRE DISTRICT COUNCIL or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- * You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.





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Agreement for the provision of the Hertfordshire Bernie service

1 Service Agreement

- 1.1 The North Hertfordshire District Council ("The Council") will provide to the user of the service ("the Service User") an assistive technology service as set out in Schedule 1 of this Agreement ("the Careline Service").
- 1.2 The equipment supplied to facilitate the Careline Service is collectively referred to in this Agreement as "the Assistive Technology Equipment". Particulars of the Assistive Technology Equipment and ancillary products and services provided to the Service User pursuant to this Agreement are set out in Schedule 2 of this Agreement.
- 1.3 Should the Service User wish to change the Careline Service at any time and this necessitates additional Assistive Technology Equipment then the particulars of these additions will be set out in a document provided to the Service User at the time of its supply.
- 1.4 This Agreement will start at the end of the Cancellation Period (see Section 7) unless the Service User requires the Careline Service to commence within the Cancellation Period in which case the Service User must communicate this on page 10 of this document and then this Agreement commences on date of its supply or receipt by the Service User and continues indefinitely until terminated according to its terms.
- 1.5 Should the Council change the Terms and Conditions as set out in this Agreement, it shall post a revised version of this Agreement on the website cited in clause 8.3 which shall automatically replace the Terms and Conditions of this Agreement. The revised version of this Agreement is automatically effective after it is initially posted on the aforementioned website. The Service User's continued use of the Careline Service following the posting of a revised Agreement will constitute the Service User's acceptance of these revised Agreement.

2 Charges

- 2.1 A monthly charge for the Careline Service ("the Service Charge") must be paid in advance as long as this Agreement continues, or at other regular intervals as agreed between the Council and the Service User. The initial Service Charge and associated costs are set out in Schedule 3.
- 2.2 The minimum period of the Careline Service is one calendar month save for the provisions of clause 5.1.
- 2.3 Without prejudice to the provisions in section 5 and subject to the provisions of clause 2.4, the Service Charge and associated costs will be subject to an annual review on 1st April each year of the Agreement term ("the Review Date") and shall be increased or reduced by a percentage equivalent to the Consumer Prices Index plus 2% since the last Review Date (or in the case of the first contract year, since the commencement date) and such increase or reduction shall take effect in respect of the 12 month period commencing on the relevant Review Date.
- 2.4 In the event of any increase or decrease in the Service Charge and associated costs in accordance with clause 2.3, the Service User shall have an opportunity to cancel this Agreement without penalty by giving notice to the Council within a period of 21 days from the date of the relevant Review Date. For the avoidance of doubt the Service User will be required to pay the Service Charges up to the end of the calendar month in which the Council receives notification of termination.
- 2.5 Statements will be sent to the Service User by the Council for the Service Charge and the cost of any other goods or service that has been agreed by the Service User and those in connection with clauses 3.12, 3.14 and 3.17 of this Agreement. Payment will be arranged by the Service User by direct debit or other means as agreed between the Council and the Service User or their representative. In the case of Service Users eligible for direct payments, Hertfordshire County Council shall also be party to any approved means of payment.
- 2.6 In the event that this Agreement commences during the Cancellation Period but the Service User then cancels this Agreement during the Cancellation Period then the Service User will be required to pay the Council's reasonable charges for the period for which the Careline Service was supplied – see Schedule 3.

3 The Service User's obligations and limitations

- 3.1 The Service User, or their representative, shall advise the Council of any change in his/her circumstances including, but not limited to, any significant deterioration in their capacity as set out in Section 1 of the Mental Capacity Act 2005.
- 3.2 The Service User is at liberty not to wear, use, or operate, the Assistive Technology Equipment if s/he so wishes however is likely to render the Careline Service of no practical value.
- 3.3 The Service User shall use the Assistive Technology Equipment only in accordance with the instructions given and in a proper and responsible way.
- 3.4 The Service User shall use the Assistive Technology Equipment only within the United Kingdom and countries within European Economic Area (EEA).
- 3.5 In the event of an emergency where the Service User or the emergency contacts referred to in clause 3.8 cannot be contacted, or are unable to attend them, the Council reserves the right to engage the police, other emergency service, or contracted third party to provide assistance – see Schedule 4.
- 3.6 The Service User shall regularly test the Assistive Technology Equipment in accordance with the provisions of Service Pack.
- 3.7 The Service User shall ensure that the battery within the Assistive Technology Equipment is sufficiently charged.
- 3.8 The Service User shall notify the Council of the names, addresses, and telephone numbers of the persons nominated as emergency contacts who may be called upon by the Council in an emergency, or similar incident, and the Service User must inform the Council of any changes with regard to these persons and/or their particulars. It is the Service User's responsibility to inform their emergency contacts that they have been nominated to attend the Service User if the situation warrants it.
- 3.9 The Service User may at any time elect to avail themselves of the optional service configuration(s) as set out in Schedule 1. The Service User may at any time elect to terminate the optional service configuration(s). Any such service request must be made in writing.
- 3.10 The Service User, or their representative, shall advise the Council of any planned period of absence of the Service User and/or his/her emergency contacts.
- 3.11 The Service User shall not abuse the Service and will only use the Assistive Technology Equipment in the case of an emergency, or similar concerning incident, or when it requires testing.
- 3.12 If the Assistive Technology Equipment becomes faulty during the term of this Agreement then the Service User shall notify the Council of this as soon as possible by calling the Council using the numbers provided in the Service Pack and the Council will make arrangements for its repair or replacement. This service is free of charge and does not affect the Service User's statutory rights. The Council reserves the right however to make a charge in connection with maintenance visits where the fault is found not to be with any of the Council's Assistive Technology Equipment – see Schedule 3.
- 3.13 Only Council authorised agents are permitted to attempt to repair or modify the Assistive Technology Equipment or associated software and the Service User should not attempt to repair, modify, or service the Assistive Technology Equipment under any circumstances. In particular, the Subscriber Identity Module (SIM) or card shall not be removed or tampered with by the Service User or any persons acting on their behalf or instructions.
- 3.14 The Service User shall be responsible for the cost of any repair or replacement of the Assistive Technology Equipment where any damage, loss, or malfunction has been caused by the Service User's own acts or omissions or those of any persons acting on their behalf or with their instructions and a price for any replacement equipment relevant to this clause, together with any delivery and/or installations costs, will be provided by the Council upon request – see Schedule 3.

- 3.15 The Service User will allow a representative of the Council reasonable access to the Assistive Technology Equipment to carry out any necessary tests or alteration or repair and for the recovery of the Assistive Technology Equipment as and when deemed appropriate by the Council.
- 3.16 Where the Assistive Technology Equipment includes a Subscriber Identity Module (SIM) card the Service User agrees to pay all communication costs other than those directly related to the Council's provision of the Careline Service.
- 3.17 The Assistive Technology Equipment remains the property of the Council at all times and should not be sold, lent, hired, or otherwise disposed of without the prior consent of the Council. At the end of the Agreement the Service User shall contact the Council as soon as possible but no later than 28 days from the date of termination of this Agreement to arrange the safe return the Assistive Technology Equipment to the Council - see clause 8.3. Failure to return the Assistive Technology Equipment as requested by the Council may result in a charge – see Schedule 3.
- 3.18 The Service User shall not release information relating to the Assistive Technology Equipment that will facilitate access to it by unauthorised third parties.
- 3.19 The Service User shall pay the Service Charge referred to in Section 2 of this Agreement on the due date for payment.

4 The Council's obligations and limitations

- 4.1 The Council will provide the Careline Service in accordance with the provisions and limitations contained within Schedule 1.
- 4.2 It is the Council's responsibility to supply the Service User with goods and services that meet the Service User's consumer rights. If the Service User has any concerns that the Council has not met its legal obligations then they should contact the Council at the address set out in clause 8.3.
- 4.3 The Assistive Technology Equipment will be maintained in good working order, fair wear and tear excepted. Maintenance (or, at the Council's option, replacement) will be undertaken at the Council's expense except in the case of damage, loss, or malfunction caused by the Service User or any person acting for the Service User when clause 3.14 will apply.
- 4.4 Unless the Council dictates otherwise, the Council does not accept any liability for any economic losses (including loss of profits) and indirect or consequential losses, loss of data, goodwill or reputation, or for any wasted expense including but not limited to losses caused by viruses. In any event the Council will not be liable for any failure to perform its obligations if it is prevented from doing so by an event beyond its reasonable control which may include, but without limitation, lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes.
- 4.5 Unless the Council dictates otherwise, the Council does not accept any liability for any loss or damage which may be suffered by the Service User arising out of, or in connection with, their use of the Careline Service. The Council does not, however, exclude or limit its liability for death or personal injury caused by its negligence, or any liability which cannot be excluded or limited as a matter of law.
- 4.6 If any paragraph that limits the Council's responsibility to the Service User is disallowed or is not effective, the other paragraphs will continue to apply.
- 4.7 Nothing in this Section affects the Service User's statutory rights relating to Assistive Technology Equipment which are faulty or have been described wrongly.

5 Termination and Variation of the Agreement

5.1 Either party may terminate this Agreement for any reason on at least 3 months prior written notice to the other, however if the Service User wishes to cancel this Agreement within the first 14 calendar days following signing this Agreement then the provisions of Section 7 apply.

5.2 Notwithstanding clause 5.1, the Council may terminate this Agreement summarily, and the Assistive Technology Service(s) associated with it, if the Service User fundamentally breaches any obligation contained within this Agreement.

5.3 Where the Service User is not able to terminate this Agreement due to incapacitation or death then the Council will accept written instruction from the following:

5.3.1 The Service User's nominated Responder(s)

5.3.2 The Service User's cited next of kin

5.3.3 The Service User's appointed Executor(s)

5.3.4 A person who has a relevant Lasting Power of Attorney (LPA) or Enduring Power of Attorney (EPA)

5.3.5 A person appointed by a Court to manage the Service User's affairs

Accounts will only be closed upon full settlement of any outstanding Service Charge and/or the cost of any other good or service that has been authorised by the Service User prior to their incapacitation.

5.4 Any variation to the Careline Service under this Agreement or to the Agreement itself will only be valid when agreed in writing between the Council and the Service User or in accordance with clause 5.7.

5.5 In the event that Service User cancels the Careline Service in accordance with clause 5.1 the provisions of clause shall 3.17 apply.

5.6 The Council will not refund the Service User, their agent or estate, the costs of the Careline Service for periods of service less than the period set out in clause 2.2.

5.7 The Council reserves the right to refuse, modify, or cancel its Assistive Technology Service(s) to the Service User for any reason.

6. Use of the Service User's Personal Information

- 6.1 The Service User gives consent, by signing this Agreement, for the Council to process, release, and store both personal and non-personal data as set out in Schedule 4.

7. “Cooling off” period

- 7.1 The Service User is entitled to an initial “cooling off” period and has 14 calendar days from the date of signing this Agreement to cancel the Agreement (the “Cancellation Period”) by either completing and returning the cancellation notice supplied or by the Service User submitting by either letter, email, or fax a clear statement confirming the decision to cancel this Agreement. Service Users exercising their cancellation rights, as set out above, will be given a full refund of any money paid to the Council in advance in respect of the Service except in circumstances where the Service User has requested commencement of this Agreement within the Cancellation Period in which case the charges specified in Schedule 3 will apply. Where the Service User cancels this Agreement after the Cancellation Period has come to an end then the Council alone (acting reasonably) will decide what proportion (if any) of money paid by the Service User for the Service will be refunded to the Service User. The Cancellation Period starts on the day after this Agreement is made.

8. Miscellaneous

8.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England. If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

8.2 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8.3 Where the Service User needs to contact the Council in connection with the Careline Service, the Council can be contacted as below:

Hertfordshire Careline
District Council Offices
Gernon Road
Letchworth Garden City
Hertfordshire
SG6 3JF

Tel: 0300 999 2 999
Fax: 01462 343000
E-mail: careline@north-herts.gov.uk
Website: www.care-line.co.uk

8.4 The Council has a complaints handling policy – this is set out on the Council’s website (<https://www.north-herts.gov.uk/home/customer-services/comments-compliments-and-complaints>).

8.5 The Council reserves the right to sub-contract the Careline Service or any other service which relates to the provision of the Careline Service under this Agreement and to assign the benefit of this Agreement to any third party without the Service User’s consent.

Terms and Conditions

I/We have read and understood and agreed to the conditions of this Agreement. I/We wish to proceed to procure the Careline Service.

Commencement of Service

Please tick the appropriate box below:

Option 1: I/We would like this Agreement to start as soon as possible which may be before the end of the Cancellation Period.

OR

Option 2: I/We would not like this Agreement to start until the Cancellation Period has come to an end.

Contact Permission

The Council would like to keep its Service Users informed of news and developments regarding its independent living services and those of other reputable local not-or-profit providers. The Council will treat Service User data with respect and it will never sell Service User data or release it to other organisations for marketing purposes.

The Council supports research into the effectiveness of assistive technology and may contact Service Users seeking their assistance with studies and reviews. Service Users are under no obligation to participate.

Please tick the box(es) below as to how I/We would like to hear from the Council:

- Yes please, I/We would like to receive communications by email
- Yes please, I/We would like to receive communications by telephone
- Yes please, I/We would like to receive communications by post
- Yes please, I/We would like to receive communications by text message
- No thank you, I/We do not wish to receive communications by any means

If you no longer wish to receive this type of information from the Council you can unsubscribe at any time by contacting it by any means (see clause 8.3)

Name:

Address:

Signature:

Date: