



Herts Careline
Because independence
is important



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 it 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:

Schedule 1: Description of service

General description of service

General functions	The Assistive Technology Service principally comprises of a portable device, the Bernie (see Schedule 2), that supports voice communication and a positioning system that enables the location of the device to be established subject to the technological and operational limitations set out below.
2 way voice communication	The Bernie device is pre-set to communicate with the Council's Operations Centre, via its SOS button. The Operations Centre is based in Hertfordshire and operates 24 hours per day, 365 days a year, and is available to provide advice and support to the Service User in the event of an emergency or similar incident. The device can also be contacted by the Council at any time.
Location	The Bernie device can notify the Council, and nominated third parties, of its geographical location. This information (which is managed in accordance with Schedule 4) can be used to advise the Service User, their nominated third parties (if this option is selected), the Council and its agents, and the emergency services of the whereabouts of the device (and the Service User if it is near them). This information can be used to assist the Service User with view to them reaching their desired destination or a place of safety if needs be.
Low battery reminders	The Bernie device will send an electronic reminder to the Service User (and a nominated third party if this option is selected) when its battery is running low. To assist with the charging of the device, its geographical location will also be sent.
Technical support	The Council's technical support team is available to provide help and advice during normal office hours Monday to Friday.
Maintenance	The Bernie device should operate trouble free for prolonged periods subject to normal operation. If it becomes faulty the Council will either repair the unit or arrange for a replacement.

Optional Service Configuration(s)

Third party location requests	<p>This option, if selected by the Service User, enables appointed third parties (such as family members, carers, or friends) to request the location of the Service User via the Bernie device. The release of this location data is automatic subject to the proper functioning of the Assistive Technology Equipment – see below.</p> <p>This option can be terminated by the Service User at any time.</p>
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Functional limitations of the Assistive Technology Equipment

General operation	<p>The Bernie device (see Schedule 2) requires a sufficient battery charge in order to function. Accordingly, the Service User should ensure that the Bernie device has an adequate charge for the duration of their time away from their home before their departure.</p> <p>The Bernie device is a functional proxy for the location of the Service User – it is accurate to around 15 metres or 49ft in normal operation. Whilst the Service User is under no legal obligation to have the device about their person at all times (see clause 3.2), the key features of the Assistive Technology Service are unlikely be available if the device is separated from the Service User. Accordingly, the Service User is advised to have the Bernie unit on their person when leaving their home.</p> <p>The Bernie device is water resistant but is not water proof (see Schedule 2). The device will therefore not function if it is immersed in water or becomes saturated and Service Users are</p>
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	accordingly advised to exercise caution in this regard.
Location function	<p>The Bernie device uses satellites (see Schedule 2) to determine its location, and hence that of the Service User. In order to provide location data the Bernie device should have good access to the sky but it will function if placed in clothing or handbags. It will not operate underground or in large buildings away from opening such as windows or doors. Its functionality may also be impaired in forests or in cities where there are a number of high rise buildings, or at altitude.</p> <p>The Service User should accordingly avoided physical locations and environments that limit the Bernie device's access to GPS satellites for prolonged periods.</p>
Voice communication function	<p>The voice communication function, like all mobile cellular telephones, relies on the availability of a cellular telecommunications network. The Bernie device is supplied with a SIM (see Schedule 2) that enables access to a range of cellular networks that exist in the United Kingdom. However, there are parts of the country where no such cellular network exists.</p> <p>Accordingly, the Assistive Technology Equipment supplied as part of the Careline Service will not operate in areas where there is an insufficient access to an authorised cellular network or where physical obstructions prevent the Bernie device from accessing it/them. The Service User should, therefore, consider these factors when using the Careline Service.</p>

Schedule 2: Description of equipment and ancillary products and services

The table below summarises the Assistive Technology Equipment provided in connection with the Careline Service together with associated products and services:

Element	Description
The Bernie device	<ol style="list-style-type: none"> 1. A portable personal alarm unit with Global Positioning System (GPS) functionality and two-way speech operation via an integrated Subscriber Identity Module (SIM) 2. The alarm unit has an integrated SOS alarm button 3. The alarm unit is water resistant (it can be used safely outdoors, including in light rain, but it is not intended to be submerged in water)
Ancillary equipment	<ol style="list-style-type: none"> 4. Cradle charger/ USB cable/AC adapter 5. Lanyard/key ring attachment
Ancillary products/services	<ol style="list-style-type: none"> 6. Medical card This card enables emergency services, in the event of the Service User being incapacitated, to contact the Council for key information regarding the Service User's doctor's contact details, next of kin, details of medication, etc. This information will only be provided in accordance with the provisions of Schedule 4. 7. Keyfinder card This enables a member of the public or other finder of the card to contact the Council in order to facilitate the reuniting of it (and anything attached to it such as keys or the Bernie device) with the Service User. At no time with the personal details (such as address) of the Service User be released to a third party finding this card – see Schedule 4.

Schedule 3: Service Charge and associated costs

Service Charges

Service	Monthly cost (for services commencing 2018/19)
Monthly Service Charge	£21.00 + VAT*
Replacement GPS unit	£50.00 + POSTAGE
Replacement lanyard	£5.00 + POSTAGE

Cancellation Notice Charges

Should Service User wish to exercise their cancellation rights within 14 days of entering into this Agreement, and the Assistive Technology Equipment has already been provided to the Service User, the Council reserves the right to make the following charges:

Service	Cost (2018/19)
Equipment cleansing and restocking fee	£25.00 + VAT* (if applicable)
Monitoring charge	£0.46 + VAT (if applicable) per day from point of supply to receipt of the returned equipment

Maintenance Surcharges

Where a maintenance visit has taken place and the fault is not associated with the Council's Assistive Technology Equipment the following charge(s) apply:

Service	Cost (2018/19)*
Maintenance visit charge	£45.00 + VAT

Administration Charges

Service	Cost (2018/19)*
Access to written records held by the Council regarding a specific Service User	£10.00

* VAT may not be applicable depending on the circumstances of the Service User

Schedule 4: Privacy Notice

This Privacy Notice sets out how the Council will manage personal information (“personal data”) relating to the Service User and their representative(s) or agent(s) (“data subjects”).

1. Use of Data Subjects information

The following table sets out what **personal** data is used in connection with the Careline Service together with an explanation regarding its use, retention, and impact of non-disclosure:

Type of Information	Where collected?	Purpose of processing	Legal basis for processing	How long will it be stored for?	Consequence of failing to provide information
Bank details	Application form or subsequent communication	To process Service User payments for the Careline Service	The processing is necessary for the performance of a contract to which the Service User is a party	The Council will keep these details in accordance with its Data Retention Schedule (see the Council’s website)	If the Service User does not provide this information the Council will not be able to take payment for the Careline Service. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service
Location data	From the Bernie device when prompted due to: A) a manual request by the Service User B) a manual request of a nominated friend/family member/carer C) a manual request of the emergency services or the Council’s outreach service provider D) a manual request by the Council following a report from the Service User (or nominated third party acting on their behalf) that the Bernie device is lost	To locate the service user and where appropriate provide information to specified recipients (see Section 2 of the Privacy Notice)	The processing is necessary for the performance of a contract to which the Service User is party to.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council’s website)	If the Service User does not permit the collection of this data the Council will not be able to provide assistance to the Service User in the event of an emergency, serious incident, or the loss of the Bernie device. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service

	E) a semi-automated request by a nominated third party (if the Service User has agreed to this optional service configuration)	To locate the service user and where appropriate provide information to specified recipients (see Section 2 of the Privacy Notice)	The processing is based on the Service User's specific consent.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.
Email address	Application form or subsequent communication	To allow the Council to contact the Service User or their nominated agent regarding the Assistive Technology Service	The processing is based on the Service User's specific consent.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.
Service User description and personal history	Application form or subsequent communication	To expedite the identification of the Service User if they become lost by third parties (see Section 2 of the Privacy Notice)	The processing is necessary for the performance of a contract to which the Service User is a party.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User does not provide this information the Council will not be able to locate the Service User in the event of an emergency or serious incident. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.
Service User race, and other personal characteristic information	Application form or subsequent communication	To assess the use of the service by persons with a protected characteristic as defined by Equality Act 2010	The processing is necessary for the exercise of the Council's official functions	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.
Preferred communication language	Application form or subsequent communication	To expedite oral communication with the Service User	The processing is necessary for the performance of a contract to which the Service User is a party.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User does not provide this information the Council cannot undertake to communicate with the Service User in the event of an emergency or serious incident. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.
Service User	Application	To allow the	The	The Council	If the Service User does

home address, contact details, and key safe information	form or subsequent communication	Council to contact the Service User regarding the Careline service and to return them to a place of safety in the event of an incident	processing is necessary for the performance of a contract to which the Service User is a party.	will keep these details in accordance with its Data Retention Schedule (see the Council's website)	not provide this information the Council cannot assist the Service User, directly or indirectly, to a place of safety. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.
Service User medical data and GP contact details	Application form or subsequent communication	To assist emergency services in the event of an incident involving the Service User (see Section 2 of the Privacy Notice)	The processing is necessary for the performance of a contract to which the Service User is a party.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User does not provide this information the Council cannot information to the emergency services. If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.
Service User Care Plan information	Application form or subsequent communication	To establish whether the Service User has any restrictions on their liberty as regards the Human Rights Act 1998	The processing is necessary for the exercise of Council's official functions.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If relevant, if the Service User does not provide this information the Council will not be able to establish the full extent or any restriction on the freedoms of the Service User. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.
Service User understanding of service and receipt of supporting information	Application form or subsequent communication	To assist the Council in establishing the Service User's capacity to enter into a Service Agreement and participation in the service as regards the Mental Capacity Act 2005	The processing is necessary for the exercise of Council's official functions.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User does not provide this information the Council may not be able to conclude that the Service User has capacity to enter into the Service Agreement covering the Assistive Technology Service. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.
Existence of a Lasting Power of Attorney (or similar information)	Application form or subsequent communication	To assist the Council in establishing the Service User's capacity to enter into a Service Agreement and participation in	The processing is necessary for the exercise of Council's official functions.	The Council will keep these details in accordance with its Data Retention Schedule	If relevant, if the Service User does not provide this information the Council may not be able to conclude that the Service User has capacity to enter into the Service Agreement covering the Assistive Technology

		the service as regards the Mental Capacity Act 2005		(see the Council's website)	Service. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.
Identity and contact details of proposed recipients of Service User location and welfare information (if that person has been appointed for that purpose by the Service User – see Schedule 1)	Application form or subsequent communication	To assist the provision of assistance in the event of an incident involving the Service User (see Section 2 of the Privacy Notice) This data (i.e. name, first line of address, and postcode) may also be used to confirm the identity of this person if they request information on the location or welfare of the Service User (if that person has been appointed for that purpose by the Service User – Schedule 1)	The processing is necessary for the performance of a contract to which the Service User is a party (if this Optional Service has been selected by the Service User)	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline
Volunteer Responder 1 name, address, and contact details	Application form or subsequent communication	To assist the provision of assistance in the event of an incident involving the Service User (see Section 2 of the Privacy Notice) This data (i.e. name, first line of address, and postcode) may also be used to confirm the identity of Volunteer 1 if that person seeks to request information on the location or welfare of the Service User (if that person has been appointed for that purpose	The processing is necessary for the performance of a contract to which the Service User is a party.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User does not permit the collection of this data the Council will not be able to provide assistance to the Service User in the event of an emergency or serious incident. Consequently, the Council will not be able to contract with the Service User to provide the Careline Service.

		by the Service User – Schedule 1)			
Volunteer Responder 2 name, address, and contact details	Application form or subsequent communication	To assist the provision of assistance in the event of an incident involving the Service User (see Section 2 of the Privacy Notice) This data (i.e. name, first line of address, and postcode) may also be used to confirm the identity of Volunteer 2 if that person seeks to request information on the location or welfare of the Service User (if that person has been appointed for that purpose by the Service User – Schedule 1)	The processing is necessary for the performance of a contract to which the Service User is a party.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	This information is used to provide assistance to the Service User in the event of Volunteer Responder 1 being unavailable to provide assistance in the event of an emergency or serious incident. If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.
Identity and contact details of proposed recipients of low battery alerts	Application form or subsequent communication	To assist the Service User and/or their nominated third party (if the Service User has agreed to this optional service configuration) in maintaining the functionality of the Assistive Technology Equipment	The processing is based on the Service User's specific consent.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.
Identity and contact details of proposed recipients of invoices and other correspondence regarding the Service User's service	Application form or subsequent communication	To process Service User payments and update the Council's records as directed by the Service User. This data (i.e. name, first line of address, and postcode) may also be used to confirm the identity of this	The processing is based on the Service User's specific consent.	The Council will keep these details in accordance with its Data Retention Schedule (see the Council's website)	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide the Careline Service.

		person if they request information on the location or welfare of the Service User (if that person has been appointed for that purpose by the Service User – Schedule 1)			
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The following table sets out what **non-personal** data is used in connection with the Careline Service together with an explanation regarding its use, retention, and impact of non-disclosure:

Type of Information	Where collected?	Purpose of processing	How long will it be stored for?	Consequence of failing to provide
Service User accommodation type	Application form or subsequent communication	To assist the Council with establishing the effectiveness of if marketing and communication arrangements	The Council will keep these details as regards individual service users in accordance with its Data Retention Schedule (see the Council's website). Statistical information will be kept for an indefinite period.	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide Careline Service.
Referral information	Application form or subsequent communication	To assist the Council with establishing the effectiveness of if marketing and communication arrangements	The Council will keep these details as regards individual service users in accordance with its Data Retention Schedule (see the Council's website). Statistical information will be kept for an indefinite period.	If the Service User prefers not to disclose this information then the Council may still be able to contract with the Service User to provide Careline Service.

2. How and why Service User data will be shared

The sharing of data (including personal data) will be strictly controlled by the Council. However, for the operation of the service the following data may be shared with cited third parties:

Type of information	Automated or Manual release of data	Recipient	Purpose
Location of the Service User	Manual	The Service User Nominated third parties such as family members, carers, or friends of the Service User	The Council will share Service User location data as part of this service with these named Recipients if there is a cause for concern regarding the Service User's wellbeing. This information is provided in order that the Recipients can assist with the welfare of the Service User. The release of this information will only take place once the identity of the Service User and/or a nominated third party has been established by the Council. The Council will not provide a nominated third party with historic (i.e. relating to a period greater than 72 hours from the time of request) information on the Service User's whereabouts or activations.

	Semi-automated (if the Service User has agreed to this optional service configuration)	Nominated third parties such as family members, carers, or friends of the Service User	The Council will share Service User location data as part of this service with agreed third party Recipients if they electronically request the location of the Service User. This information is provided in order that the Recipient(s) can check on the welfare of the Service User. This feature shall require the Recipient to provide a Personal Identification Number (PIN) in order to gain access to this information – this can be changed at any time to prevent unauthorised access.
	Manual	Hertfordshire Police (or relevant constabulary)	The Council may share Service User location data as part of this service with this Recipient if a) there is a cause for concern regarding the Service User’s wellbeing, and b) the Recipients, above, are unable to assist. This information is provided in order that the Recipient can check on the welfare of the Service User.
	Manual	A service provider retained by the Council to provide outreach support	The Council may share Service User location data as part of this service with this Recipient if a) there is a cause for concern regarding the Service User’s wellbeing, and b) the Recipients, above, are unable to assist. This information is provided in order that the Recipient can check on the welfare of the Service User.
	Manual	Social Services	The Council may share Service User location data as part of this service with this named Recipient if there is a cause for concern regarding the Service User’s wellbeing and the Service User has an agreed Care Plan that includes this service. This information is provided in order that the Recipients can check on the welfare of the Service User.
Medical information relating to the Service User	Manual	Ambulance Service or emergency healthcare provider	This information will only be provided if requested by the Ambulance Service or an emergency health care provider. This medical information (such as the Service User’s medication or health conditions) shall be released in order to expedite the treatment of the Service User.
Information on the general welfare of the Service User	Manual	Nominated third parties such as family members, carers, or friends of the Service User Social Services Emergency services A service provider retained by the Council to provide outreach support services	The Council may contact the Recipients if, after reasonable enquiry with the Service User, it is has significant concerns regarding the welfare of the Service User. This information is provided in order that the Recipients can check on the welfare of the Service User and take appropriate action.
Information on the low battery charge of the Bernie device	Automated	The Service User and a nominated third party (if the Service User has agreed to this optional service configuration)	The Council will share low battery charge data as part of this service with the Service User and those named third party Recipients if the Assistive Technology Equipment has a low battery charge that may inhibit its performance. This information is provided in order that the Service User and/or other Recipients can check on the charging arrangements for the Assistive Technology Equipment. To assist with this function the

			geographical location of the Bernie device will also be released.
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3. How Service User data will be stored and transmitted

All information provided to the Council regarding the Service User (and nominated third parties), including voice recordings, will be stored on the Council's Customer Relationship Management (CRM) software system.

Unfortunately, the transmission of information via the internet is not completely secure. Although the Council will do its best to protect Service User's personal data, it cannot guarantee the security of any data which is transmitted over the internet; any transmission is at their own risk. The Council will use strict procedures and security features to try to prevent unauthorised access.

4. The Service User and related third party data rights

Service Users have the following rights that they can exercise at any time by contacting the Council as set out in clause 8.3.:

- to ask the Council not to process their personal data for marketing purposes. The Council will inform Service Users, (before collecting their data) if it intends to use that data for such purposes or if Council intends to disclose that information to any third party for such purposes;
- to ask the Council not to process their personal data for scientific, academic, or historical research purposes, where relevant, unless the processing is necessary in the public interest;
- to request access to their personal information the Council holds;
- to ask for the information the Council holds to be rectified if it is inaccurate or incomplete;
- to ask for data to be erased provided that the personal data is no longer necessary for the purposes for which it was collected, and withdraw consent (if the legal basis for processing is consent), and the Service User has exercised their right to object, set out below, and there are no overriding legitimate grounds for processing, the data is unlawfully processed, the data needs to be erased to comply with a legal obligation or the data is children's data and was collected in relation to an offer of online pay services;
- to ask for the processing of information to be restricted if the accuracy of that data is contested, the processing is unlawful, the personal data is no longer necessary for the purposes for which it was collected or the Service User exercises their right to object (pending verification of whether there are legitimate grounds for processing);
- to ask for data portability if the processing is carried out by automated means and the legal basis for processing is consent or for a contract to which the Service User are party.

In the event that a Service User is unhappy with the Council's processing of their personal data, they have the right to lodge a complaint with the relevant supervisory authority, which is the Information Commissioner's Office (ICO) in the UK, at any time. The ICO's contact details are available here: <https://ico.org.uk/concerns/>.

5. Miscellaneous Provisions

From time to time the Council may be obliged by law or order of the court to disclose the Client's personal information or information relating to this Agreement to meet any legal or regulatory requirements or obligations - for example law enforcement agencies are able to require telephone related information from the Council where it is relevant to their investigations into criminal activity. Also, the Council is obliged to abide by the provisions of the Freedom of Information Act 2000 and allied legislation. In such circumstances the Council shall be released from its duty of confidentiality.

The Council is responsible for protecting the public funds it manages. To do this it may use the information held about the Service User to detect and prevent crime or fraud and the Council may also share this information with other bodies that inspect and manage public funds.

All calls to the Council's Operations Centre are recorded.

The Service User may have access to written records relating to them held by the Council as a result of this Agreement. Requests must be made in writing to the Council and information will be supplied at a cost as set out in Schedule 3 of the Agreement.

6. Changes to the Privacy Policy

Any changes the Council may make to its Privacy Notice or policy in the future will be posted on the Hertfordshire Careline website:

<https://www.care-line.co.uk/>

7. Comments regarding data management

The Council's nominated Data Controller is Mr H Crompton.

Questions, comments and requests regarding this privacy notice are welcomed and should be addressed to:

Email: howard.crompton@north-herts.gov.uk

Correspondence address: North Hertfordshire District Council
PO Box 10613
Nottingham
NG6 6DW

Telephone: 01462 474000