

## Schedule 1: Service Charges

Service	Monthly cost (for services commencing (2020/21) £
MONTHLY COMMUNITY ALARM SERVICE CHARGE	20.00 + VAT* (GSM INSTALLATIONS)
MONTHLY TELECARE SERVICE CHARGE (IF REFERRED BY HERTS COUNTY COUNCIL)	20.00 + VAT* (GSM INSTALLATIONS)
LIVE-IN CARER ASSIST PACKAGE SERVICE CHARGE (UNMONITORED EQUIPMENT ONLY)	£10.85 +VAT
LIVE-IN CARER ASSIST PACKAGE SERVICE CHARGE (CASCADE MONITORED EQUIPMENT)	£10.85 + VAT*
MONTHLY ASSISTIVE TECHNOLOGY SERVICE CHARGE (FOR TERMINALLY ILL CLIENTS)	FOC
REPLACEMENT EQUIPMENT CHARGES	AT MANUFACTURER'S RECOMMENDED RETAIL PRICE + INSTALLATION COSTS (AT THE COUNCIL'S DISCRETION)*
CALL CHARGES	GSM UNITS INCLUDE ALL CALL CHARGES.  WE DO NOT USE PREMIUM RATE NUMBERS.

## Cancellation Notice Charges

Should you exercise your cancellation rights within 14 days of entering into this agreement, and the connection equipment has already been installed, Hertfordshire Careline reserves the right to make the following charges:

Service	Cost (2020/21)
Collection and cleansing of equipment fee	£65.00 + VAT (if applicable)
Monitoring charge	£0.46 + VAT (if applicable) per day from point of connection to the service to the day of collection

## Maintenance surcharges

Where a maintenance visit has taken place and the fault is associated with the Client's telecommunications provider rather than the Careline service the following charge(s) apply:

Service	Cost (2020/21)*
Maintenance visit charge	£45.00 + VAT

\* VAT may not be applicable

## Schedule 2: 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 the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	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
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 the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	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 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 the General Data Protection Act. The Council will retain this	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.

				information in accordance to the Corporate Retention Schedule.	
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 the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	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 1 or 2 home address, contact details, and key safe information	Application form or subsequent communication	To allow the 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	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 the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	If the Service User does 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 1 or 2 medical data, carer information 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 the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	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.

Volunteer Responders / Contacts name, address, contact details and relevant permissions	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)	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 the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	If the Service User does not permit the collection of this data the Council will not be able to share details with the Volunteer Responders / Contacts about Service User in the event of an emergency or serious incident.
Identity and contact details of proposed recipients of invoices and other correspondence regarding the Service User's service or installation of service	Application form or subsequent communication	To process Service User payments and update the Council's records as directed by the Service User.	The processing is based on the Service User's specific consent.	The Council will keep these details in accordance with the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	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.

The following table sets out what **non-personal** data that 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 in accordance with the General Data Protection Act. The Council will retain this information in accordance to the Corporate Retention Schedule.	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
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	The Council may contact the Recipients if, after reasonable enquiry with the Service User, it 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.
		Social Services	
		Emergency services	
	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 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 that may inhibit its performance.

## 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 6.6.:

- 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 to request withdrawal of 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.

## 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: [datacontroller@north-herts.gov.uk](mailto:datacontroller@north-herts.gov.uk)

Correspondence address:

Data Controller  
North Hertfordshire District Council  
P.O. Box 10613, Nottingham, NG6 6DW

Telephone: 01462 474000

The Council's Data Protection Officer is:

Jo Dufficy  
North Hertfordshire District Council  
P.O. Box 10613, Nottingham, NG6 6DW

Email: [dpo@north-herts.gov.uk](mailto:dpo@north-herts.gov.uk)

Telephone: 01462 474000