

Agreement for the provision of a Hertfordshire Careline assistive technology service

1 Service Agreement

1.1 North Hertfordshire District Council ("The Council") will provide to the client ("the Client") an assistive technology service at the property detailed on page 6 of this Agreement ("The Property").

1.2 The service is described in the Service Pack which is known as the Careline Service ("the Careline Vivago Care Watch Service"). This document will be received by the Client at the time of its supply and is available for review on the Council's website (see Contact Details - Section 6.6).

1.3 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 provided to the Client pursuant to this Agreement will be set out in a document provided to the Client at the time of its supply. Any allied goods purchased outright and subsequently solely owned by the Client are collectively referred to in this Agreement as "Client Owned Goods".

1.4 Should the client 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 Client at the time of its supply.

1.5 This Agreement will start at the end of the Cancellation Period (see Section 8 below) unless the Client requires the Careline Service to commence within the Cancellation Period in which case the Client must communicate this on page 6 of this document and then this Agreement commences on date of its installation or receipt by the Client and continues indefinitely until terminated according to its terms.

1.6 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 6.6 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 Client's continued use of the Careline Service following the posting of a revised Agreement will constitute the Client's acceptance of these revised Agreement.

2 Charges

2.1 Where applicable, 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 Client.

2.2 The minimum period of the Careline Service is one calendar month save for the provisions of clause 2.5, unless otherwise advised by the Council.

2.3 Subject to the provisions of Section 5 of this Agreement, the Service Charges will be subject to an annual review on 1st April each year while this Agreement continues and any increase in charges will be advised to the Client in advance of the increase. The Client shall have an opportunity to cancel this Agreement within a period of 6 weeks from the date on which the Client is notified of the increased charges without penalty. For the avoidance of doubt the Client will be required to pay the Service Charges up to the end of the calendar month in which the Council receives notification of termination – see Section 5.

2.4 Statements will be sent to the Client by the Council or by Hertfordshire County Council, where applicable, for the Service Charge and the cost of any other Client Owned Goods or service that has been agreed by the Client and those in connection with clauses 3.5, 3.8, 3.14 and 3.15 of this Agreement. Payment will be arranged by the Client by direct debit or other means as agreed between the Council or by Hertfordshire County Council and the Client or their representative. In the case of clients eligible for direct payments, Hertfordshire County Council shall also be party to any approved means of payment.

2.5 In the event that this Agreement commences during the Cancellation Period but the Client then cancels this Agreement during the Cancellation Period then the Client may be required to pay the Council's or Hertfordshire County Council's reasonable charges for the period for which the Careline Service was supplied.

3 The Client's obligations

3.1 The Client will pay the applicable Service Charge referred to in Section 2 of this Agreement on the due date for payment.

3.2 Where relevant, the Client will 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 and the Client must inform the Council of any changes with regard to these persons and/or their particulars. It is the Client's responsibility to inform their emergency contacts that they have been nominated to attend the Client's property if the situation warrants it. The Client, or their representative, shall advise the Council of any planned period of absence of the Client and/or his/her emergency contacts.

3.3 In the event of an emergency where the Client or the emergency contacts referred to in 3.2 above cannot be contacted or are unable to attend the Property, the Council reserves the right to call out the police or other emergency service who may have to force entry into the Client's property. The Council will not be liable for any damage occasioned or costs incurred by the forced entry.

3.4 The Client will comply with the provisions of the Careline Service Pack ("Service Pack") which is issued by the Council to the Client, and any instructions issued by the Council in relation to the use of the Assistive Technology Equipment from time to time, and in particular the Client will:

3.4.1 Advise the Council of any change in his/her circumstances;

3.4.2 Test the Assistive Technology Equipment in accordance with the requirements set out in the Service Pack;

3.4.3 Advise the Council in writing when the Careline Service is no longer required.

3.5 If the Assistive Technology Equipment becomes faulty during the term of this Agreement then the Client must 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 Client'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, for example failures associated with the Client's telephone landline provider.

3.6 The Client shall be responsible for the maintenance and repair of all Client Owned Goods.

3.7 Only Council authorised agents are permitted to attempt to repair or modify the Assistive Technology Equipment and the Client should not attempt to disconnect or repair the Assistive Technology Equipment under any circumstances. In particular, where the Assistive Technology Equipment includes a digital telecommunication alarm unit the Subscriber Identity Module (SIM) or card shall not be removed or tampered with by the Client or any persons acting on their behalf or instructions.

3.8 The Client may 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 Client'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.

3.9 The Client will allow a representative of the Council reasonable access to the Property to carry out any necessary tests or alteration or repair to the Assistive Technology Equipment and for the recovery of the Assistive Technology Equipment as and when deemed appropriate by the Council.

3.10 The Assistive Technology Equipment remains the property of the Council at all times and should not be sold or otherwise disposed of without the prior consent of the Council. At the end of the Agreement the Client 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 recovery of the Assistive Technology Equipment - see Contact Details clause 6.6. Failure to return the Assistive Technology Equipment as requested by the Council may result in a charge.

3.11 Where appropriate the client shall allow the Council to install a key safe which will contain a house door key for emergency access and it is the Client's responsibility to notify their insurance provider and/or landlord of its installation. Where a key safe forms part of the Assistive Technology Equipment the Client will also ensure that the Council is provided with an up to date code for the key safe and that the right key is stored within the key safe at all times. It is the Client's responsibility to ensure that the key is returned to the key safe following the use of the key safe.

3.12 The Client will use the Assistive Technology Equipment only in accordance with the instructions given and in a proper and responsible way.

3.13 The Client will not abuse the Service and will only use the Assistive Technology Equipment in the case of an emergency or when it requires testing.

3.14 Where the Careline Service necessitates the provision of a mains electricity supply at the Property, the Client must provide this, including an extension lead as may be necessary, and agrees to pay all electricity costs associated with it.

4 The Council's obligations

4.1 The Council will provide the Careline Service in accordance with the provisions contained within the Service Pack.

4.2 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 Client or any person acting for the Client when clause 3.8 will apply. This maintenance service does not extend to Client Owned Goods.

4.3 Unless the Council dictates otherwise, the Council has no responsibility to pay the Client compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected. The Council will not be liable to the Client for any losses that s/he may suffer if s/he has used the service or equipment the Council has provided for business purposes.

4.4 Subject to requirements by law, unless the Council dictates otherwise, the Council has no responsibility to pay the Client compensation for loss of services offered by the Council in this Agreement and the Service Pack for any events which are 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 has no responsibility for the performance of, or damage caused by, Client Owned Goods after the point of sale to the Client save for the provisions of clause 4.6.

4.6 Nothing in this Section affects the Client's statutory rights relating to Assistive Technology Equipment or Client Owned Goods which are faulty or have been described wrongly.

4.7 If any paragraph that limits the Council's responsibility to the Client is disallowed or is not effective, the other paragraphs will continue to apply.

5 Termination and Variation of the Agreement

5.1 Either party may terminate this Agreement for any reason on at least 30 days months prior written notice to the other, however if the Client wishes to cancel this Agreement within the first 14 calendar days following signing this Agreement please refer to Section 8. Where the Client is not able to terminate this Agreement due to incapacitation or death then the Council will accept written instruction from the following:

- 5.1.1 The Client's nominated Responder(s)
- 5.1.2 The Client's cited next of kin
- 5.1.3 The Client's appointed Executor(s)
- 5.1.4 A person who has a relevant Lasting Power of Attorney (LPA) or Enduring Power of Attorney (EPA)
- 5.1.5 A person appointed by a Court to manage the Client'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 Client prior to their incapacitation.

5.2 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 Client or in accordance with clause 1.6.

5.3 In the event that Client cancels the Careline Service in accordance with clause 5.1 the provisions of clause 3.10 apply.

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

6 General conditions

6.1 The Client 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 of £10 per request (see Contact Details in clause 6.6).

6.2 All calls to Hertfordshire Careline, which is the Council's Operations Centre at Council Offices, Letchworth Garden City, Hertfordshire, are recorded. Telephone numbers for Careline can be found in the Service Pack. Both the Client and the Council shall comply with any respective obligations under the Data Protection Act 2018 and the Council will undertake to ensure that any information provided by the Client will remain confidential save for the content of clause 6.3.

6.3 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.

6.4 The Council reserves the right to refuse or cancel connection to the Careline Service for any reason.

6.5 The Council has a complaints handling policy and a copy has already been supplied to the Client with the draft Agreement when the Client expressed an interest in the service. By signing this Agreement the Client acknowledges having received this policy booklet.

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

Herts Careline
P.O. Box 10613, Nottingham, NG6 6DW

Tel: 0300 999 2 999
E-mail: CarelineSupport@north-herts.gov.uk
Website: www.care-line.co.uk

6.7 No liability shall attach to the Council for any defect or failure of the equipment, its connection to the Customer Call Centre or Telecare Service equipment or any delay in carrying out repairs or failure to provide the service for any reason unless caused by the negligence of the Council or its agents.

6.8 No liability shall attach to the Council for any damage to the client's home due to any defect, failure or installation of the equipment unless caused by the negligence of the Council or its agents.

6.9 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 Client's consent.

7. Use of the Client's Personal Information

7.1 The Council is responsible for protecting the public funds it manages. To do this it may use the information held about the Client to detect and prevent crime or fraud and the Council may also share this information with other bodies that inspect and manage public funds. For the purposes of the Data Protection Act 2018, the Council's Head of Customers is the Council's Data Controller (the holder, user and processor) of the information and will keep all information safe and secure. If the client would like to know more about what information is held about them, or the way the Council uses the Client's information, then the Client can either view the Council's website at www.north-herts.gov.uk or contact the Council's Information Team at the following address: Council Offices, P.O. Box 10613, Nottingham, NG6 6DW

7.2 The Client gives consent, by signing this Agreement, for the Council to:

7.2.1 Store their personal data including voice recordings of all calls made on its systems and use it to deliver any services to the Client; and

7.2.2 Disclose relevant parts of the Client's personal data to those persons (such as named responders and next of kin), organisations, and statutory partners with which it works, where it is necessary for the services the Client needs or wants, or where required to disclose by law, for example, to social services where it encounters safeguarding issues and this may also include Emergency Services and GPs.

7.2.3 The Council may also share the Client's contact details with third parties only for the purpose of those third parties offering goods and services to the Client which may be of assistance to them and this may mean that the Client receives marketing literature in the post or marketing telephone calls or emails. The Client is required to consent to the sharing of data in this manner and can withdraw consent at any time by contacting the Council. A box is included at the end of this Agreement for the Client to confirm or refuse consent.

7.2.4 When sharing personal data with partners, the Council will be responsible for ensuring that this is transmitted in a secure way.

7.2.5 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 2, the Privacy Policy, which can be found at www.care-line.co.uk/privacy. A copy can be sent to you upon request.

7.2.6 – If providing an email address for invoice purposes, the Client gives consent for the Council to email invoice and account statements to the email address, and understands that this might contain personal information.

7.2.7 – If you have opted to set up the Vivago MOBILE App and you have outlined permissions of who can access the data generated from your Care Watch, be advised that our suppliers Living Safely and Vivago will also have access to this information

8. Cancellation Notice

8.1 The Client 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 client submitting by either letter or email a clear statement confirming the decision to cancel this Agreement. Clients 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 Client has requested commencement of this Agreement within the Cancellation Period in which case the charges specified in the Schedule will apply. Where the Client 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 Client for the Service will be refunded to the Client. The Cancellation Period starts on the day after this Agreement is made.

9. Miscellaneous

9.1 It is the Council's responsibility to supply the Client with goods that meet the Client's consumer rights. If the Client has any concerns that the Council has not met its legal obligations then they should contact the Council at the address in clause 6.6.

9.2 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.

9.3 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.

10 Functional limitations of the Assistive Technology Equipment

10.1 The equipment issued to you are water resistant but not water proof. The equipment will therefore not function if it is immersed in water or becomes saturated and Service Users are accordingly advised to exercise caution in this regard.

10.2 The voice communication function, like all mobile cellular telephones, relies on the availability of a cellular telecommunications network. The Vivago Care Watch device is supplied with a SIM 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.

10.3 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 Vivago Care Watch device from accessing it/them. The Service User should, therefore, consider these factors when using the Careline Service.

