



Progress Lifeline Terms & Conditions

- Service Standards
- Terms of Agreement



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Progress Lifeline is dedicated to putting customers at the heart of our business, please find below our standards and terms of the agreement, please take the time to read these.

Service standards - our commitment to you

We will:

- Comply with the Telecare Services Association's (TSA) 'Quality Standards Framework'
- Aim to answer 97.5% of calls from customers to the Alarm Response Centre within one minute and 99% of all calls within three minutes
- Answer all customer calls in a professional, caring and courteous manner using fully trained staff
- Aim to achieve the Telecare Services Association standard of a one hour response, if you have made an emergency call to us and receive the Emergency Home Response service
- Check your personal details every 12 months so that we can provide the best service possible to meet your needs ensuring any changes to the information we hold about you and your contacts is updated on our systems within 24 hours of you telling us
- Aim to respond to any reported critical fault(s) with equipment supplied by us within 24 hours. Critical faults are where user safety is compromised. These faults are dealt with by replacing the equipment or fixing the fault
- Work in partnership with Social Services, Clinical Commissioning Groups, care and health professionals and voluntary sectors to help provide effective services for you
- Carry out regular surveys to monitor the quality of our service
- Carry out monthly quality checks of our call handling for all Alarm Response Centre Operators
- Confirm an appointment by telephone or letter and provide proof of identity before entering your home
- Treat you and your home with respect
- Ensure the work is carried out to a high standard and your home is left clean and tidy
- Ensure calls to the Alarm Response Centre are recorded for quality and training purposes

Terms of the agreement

1 Definitions and Interpretation

In this agreement the following words have the following meanings:

Alarm Activation means a call received by Our Alarm Response Centre from Your Progress Lifeline Equipment;

Alarm Response Centre the centre which We will operate and which will receive any Alarm Calls;

Designated Key Holder/Contacts means the people You have notified to Us who have a key to Your home; and who can attend in the event of an emergency/activation?

Emergency Home Response means a home response to an Alarm Activation;

Equipment means the Progress Lifeline Unit, the Pendant and telecare sensors, which You will hire from Us under the terms of this agreement which then makes an Alarm Activation through Your telephone system. We will install the Progress Lifeline Unit for You when this Agreement starts

KeySafe means a KeySafe which you may choose to purchase from Us and to be installed by Us outside Your home and used for the safe storage of the key to Your home, you may choose to purchase your own KeySafe and have this installed independently;

KeySafe Service means Us providing You with a KeySafe to purchase and Us installing it at Your Home;

You means You as the hirer party to this agreement and also any third-party representative You have elected on the third party authorisation form attached to this Agreement;

We means Progress Housing Association Limited as the owner of the Equipment and Us and Our will mean the same.

2 Our obligations to You

Under this Agreement You agree to hire the Equipment and Our responsibilities to You are:

- 2.1.1 To operate an Alarm Response Centre and to ensure that the Alarm Response Centre makes all reasonable efforts to respond to any Alarm Activations in a manner judged by Us to be the most appropriate in the circumstances;
- 2.1.2 On receipt of an Alarm Activation takes the most appropriate response (taking into account the immediate circumstances of the Alarm Activation) determined by Us and in accordance with the Alarm Response Centre's usual procedures;
- 2.1.3 On receipt of an Alarm Activation requiring an onsite response, the Alarm Response Centre will use reasonable endeavors to arrange for a Designated Key Holder to attend within one hour;
- 2.1.4 On receipt of an Alarm Activation requiring medical or specialist support the Alarm Response Centre on Your behalf will contact the relevant emergency service;
- 2.1.5 Treats all information which they receive concerning You in the strictest confidence and in an emergency to provide the persons or bodies judged by Us to be best able to assist in the emergency with Your name and address and any other pertinent facts. This will be in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 and Your personal information will be stored at the Alarm Response Centre;
- 2.1.6 Record any Alarm Activation received; and
- 2.1.7 Operate an appropriately staffed Alarm Response Centre 24 hours a day, 365 days a year.
- 2.2 We warrant to You that any Equipment provided to You by Us will be of satisfactory quality and fit for their intended purpose and that the obligations on the Alarm Response Centre will be carried out with reasonable care and skill.
- 2.3 We will monitor, maintain and carry out fair wear and tear repairs to the Equipment (with the exception of KeySafe's that are out of warranty) whilst this agreement continues. Any repairs or replacements arising from negligence or misuse by you may be charged for at the cost of carrying out such repairs, replacement and or maintenance.
- 2.4 We have fully documented health, safety and security policies. If You have any health, safety or security concerns please contact us using one of the methods listed in section 9.

3. Limitations of Our Liability

- 3.1.0 Any delay or failure to perform Our obligations if that delay or failure is caused by circumstances beyond Our reasonable control;
- 3.1.1 Maintaining or monitoring Your telephone line, changes to Your telephone provider or their service to You, Your internet service or the power supply to the Equipment;

- 3.1.2 Any losses to connection you suffer as a result of you failing to notify Us of any additional equipment connected to your telephone line or internet router;
- 3.1.3 Any losses You suffer as a result of Your failing to test the Equipment in accordance with Your responsibilities under this agreement. Except in respect of fraudulent misrepresentation and death or personal injury caused by Our negligence

We will not be responsible for:

- 3.1.4 Connection problems where Your Equipment requires a SIM card and has poor mobile signal or network failure or for the Equipment not working when you have not charged it.
- 3.1.5 Loss of connection where your static alarm unit (mains powered) is moved from the installed and recommended location
- 3.2 Any defect or failure in the connection to the Alarm Response Centre or for any act or omission or decision of its servants or agents;
 - 3.2.1 Any losses You suffer arising out of Our obligations in this agreement and/or the Equipment
 - 3.2.2 Any damage caused by a forced entry to Your home where We reasonably consider this necessary for Your safety and We have been unable to access Your home with a key;
 - 3.2.3 Any cosmetic damage caused due to securing or removal of sensors.

4. Your obligations to Us

As part of this Agreement for Your hiring the Equipment You will be responsible for:

- 4.1 Paying the amounts set out in the Hire Agreement;
- 4.2 Keeping Us informed of any changes to the contact details of Your emergency contacts and Designated Key Holders and to respond to any request for those contact details;
- 4.3 Ensuring that the equipment is only used by the person named on the agreement (with the exception of the KeySafe)
- 4.4 Keeping Us informed of any changes to the method of access to Your home;
- 4.5 Looking after the Equipment including keeping it free from any damage (other than fair wear and tear) and not tampering with it;
- 4.6 Looking after the KeySafe including keeping it free of any damage, well maintained and carrying out any necessary repairs;
- 4.7 Using the Equipment and any KeySafe in accordance with any instructions issued by Us;
- 4.8 Testing the Equipment by activating a test call to the Alarm Response Centre as often as We may reasonably require, we will explain to You how to activate a test call;
- 4.9 Notifying the Alarm Response Centre of any planned absences;
- 4.10 Notifying Us in advance if You intend to move home;
- 4.11 Notifying Us of any changes to your telephone service or internet provider;
- 4.12 Not moving the Equipment either within Your home or to another address;

- 4.13 Notifying the Alarm Response Centre of any changes to Your medical details including contact details of Your doctor;
- 4.14 Giving Our designated officers and agents access to the Equipment at all reasonable times (on reasonable notice) for the purpose of inspecting, repairing, adjusting, servicing or removing the Equipment;
- 4.15 Notifying Us promptly of any damage or defect with the Equipment with the exception of the KeySafe as once installed this will become your property;
- 4.16 Not using any additional accessory with the Equipment unless We have given You written consent to do so;
- 4.17 Keeping the Equipment plugged into the mains socket at all times and connected to the internet provision where applicable
- 4.18 Returning the Equipment to Us in good condition when this Agreement ends. You will not be responsible for any delay or failure to perform Your obligations if that delay or failure is caused by circumstances beyond Your reasonable control.

5. KeySafe and Emergency Home Response Service

- 5.1. If You decide that You would like to purchase a KeySafe please refer to the details in Schedule 1.
- 5.2. If You decide that You would like Us to provide you with the Emergency Home Response service please refer to the details in Schedule 2.
- 5.3. If you require either of these services in the future please contact Us.

6. Access to Your Home

- 6.1. Details of the procedure We will carry out if We cannot access your home are set out in Schedule 3.

7. Termination

- 7.1. Either You or We may terminate the Agreement at any time giving notice either verbally or in writing. Should You wish to terminate such notice should be sent to us by one of our communication methods provided in section 9 This right to terminate is in addition to Your statutory rights.
- 7.2. If You persistently fail to pay the charges due to Us under this Agreement We can terminate this Agreement by immediate notice in writing.
- 7.3. When this Agreement terminates You, or someone on Your behalf, can return the Equipment to Us at Sumner House, 21 King Street, Leyland, PR25 2LW. We will provide a FREEPOST envelope for your convenience Please ensure that You remember to return the Pendant.
- 7.4. We reserve the right to enter (or have Our agent enter) Your property and recover and repossess the Equipment if You do not return it as set out in clause 7.3.
- 7.5. If You cancel this Agreement within 21 days, we will pay back any advance payment you have made to Us

8. Data Protection Statement

The below statement defines how your data will be managed and used, the legal reason for collecting and processing it, as well as other organisations the information may potentially be shared with. We care greatly about the security of your information and making sure it is processed in a legal, fair and transparent manner, ensuring we are compliant with existing data protection legislation.

If you have any queries, questions or would like to act upon any of Your rights mentioned below, please use the contact details provided.

Progress Lifeline is part of Progress Housing Association Limited, a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 and is registered with the Financial Conduct Authority No 27792R and with the Regulator of Social Housing LH4032. VAT registration number: 712 6635 46 Registered office: Sumner House, 21 King Street, Leyland, Lancashire PR25 2LW.

Our Data Protection Officer (DPO) can be contacted by email at dataprotection@progressgroup.org.uk or on our number 0333 320 2670. You can also write to the DPO at the above address.

- 8.1. Your data will be processed for the following purposes and legal basis:
 - 8.1.1. With your given consent to the process below, Your understanding that consent enables the related processing to take place and that Your consent can be withdrawn at any time. Removal of consent will result in us not being able to provide the related services to you.
 - 8.1.2. The processing is for the legitimate interests of the organisation, namely to provide Your Progress Lifeline Service and will not override Your interest, rights or freedoms.
- 8.2. We also collect 'Special Categories of Personal Data' about you, namely medical and health information which will be used to provide You the assistance You require in an emergency situation.

Your information will be held for the lifetime of our relationship with you, in connection with the above processing.

Your data will potentially be shared with the following people, organisation or bodies. This falls under the processing reasons and stated above, facilitating certain processing we cannot carry out ourselves or under legal obligation:

- Your doctor
- Fire Service
- Ambulance Service
- Police
- Support services such as (but not limited to) falls services, care agencies, social worker.

We may need to transfer your information outside the UK to companies, service providers, agents, subcontractors and regulatory authorities outside the UK. We will usually restrict data to those countries where data protection laws provide the same level of protection as those in the UK but this will not always be practical or possible. There may be times where we need to transfer your data to countries such as the USA where the laws do not provide equivalent protection. Where this is the case, we ensure safeguards are put in place to protect your information and will inform you specifically when collecting that data or before processing the data in that country.

You have the following rights under the UK General Data Protection Regulation (UK GDPR). To enact these rights please contact us using the contact details above.

- The Right to access Your data
- The Right to correction of data
- The Right to portability of Your data, to a similar service provider
- The Right to ask us to erase your data under certain circumstances
- The Right to object or restrict processing we carry out on Your data
- The Right to query automated decision making and profiling decision made using Your data.

You can also lodge a complaint with the Information Commissioners Office if you are concerned that we are not handling Your information in an appropriate manner, more details are available at ico.org.uk or you can call 0303 123 1113.

9. Feedback

9.1. Our feedback procedure is explained in detail on our website which you can access at www.progressgroup.org.uk.

9.2. We welcome comments, suggestions, complaints or compliments about anything related to the services we provide to You, including ideas about how things could be done better and comments on the standard of service or anything You have been unhappy with. You can contact Us by any of the following methods:

9.2.1. Telephone: 0333 320 2670

9.2.2. Email: lifeline@progressgroup.org.uk

9.2.3. By post: Sumner House, 21 King Street, Leyland, Lancashire PR25 2LW

9.2.4. In person at our offices at: Sumner House, 21 King Street, Leyland, Lancashire PR25 2LW. We would be grateful if You could please quote your customer reference number (found on the front of each invoice).

9.3. We may consult with you about your views on how the service is delivered.

10. Payment Methods

- 10.1. An Annual Statement of Account will be sent to you which shows your monthly costs for the service/equipment.
- 10.2. The hire payments which You must make under this Agreement are listed in Your Hire Agreement.
- 10.3. You can make those payments in any one of the following ways:
- 10.3.1 By Direct Debit. You will need to complete a Direct Debit form if You would like to pay by Direct Debit
- 10.3.2 By credit or debit card either online at www.progressgroup.org.uk or on the telephone on 03333 204555 (Monday to Friday excluding bank holidays 8.00am – 6.00pm)
- 10.3.3 By bank credit (known as BACs). You can arrange this through Your bank and the details You will need:
- | | |
|------------------------|--|
| Account Name: | Progress Housing Association Limited |
| Account Number: | 70547344 |
| Sort Code: | 20-55-34 |
| Reference: | Your customer reference number (found on your Annual Statement). |
- 10.3.4 By sending a cheque or a postal order payable to Progress Housing Association Limited with Your customer reference number (found on the front of your Annual Statement) written on the back to:
- Progress Housing Association Limited, Sumner House, 21 King Street, Leyland, Lancashire, PR25 2LW.

11. Other Provisions

- 11.1. English Law shall govern the Agreement and You and We agree to submit to the exclusive jurisdiction of the English Courts.
- 11.2. We have the right to sub-contract Our obligations in this Agreement.
- 11.3. You do not have the right to transfer Your rights and obligations under this Agreement unless We give You Our written consent.

12. Contacting Us

- 12.1. You can contact Progress Lifeline Alarm Response Centre 24 hours a day 365 days a year by any of the following:
- 12.1.1 Pressing your pendant or button on your unit
- 12.1.2 Telephone 03333 202670 (9am to 5pm only)
- 12.1.3 Email Lifeline@progressgroup.org.uk
- 12.1.4 By post: Progress Lifeline, Sumner House, 21 King Street, Leyland, PR25 2LW
- 12.1.5 In person at our offices at Sumner House, Monday to Friday (8.30am to 4.30pm only).

Schedule 1

KeySafe

If you would like to purchase a KeySafe from us:

1. You must notify Us that You wish to purchase a KeySafe;
2. We will arrange a convenient time for Us to come and install the KeySafe;
3. We will attend Your home and install the KeySafe at a location agreed with You;
4. You will pay the additional initial fee which will be explained to you

If you purchase a KeySafe from Us or You already have a KeySafe in use at your property you will be responsible for the following:

1. Ensuring that the correct keys are in the KeySafe and that safe access to the KeySafe is possible at all times;
2. Informing the Alarm Response Centre if the KeySafe code is changed;
3. Ensuring the access code is kept safe and secure;
4. The repair and maintenance of the KeySafe as it will be Your property;
5. Reporting any theft or tampering with the KeySafe;
6. It is your responsibility to inform your home insurance company that you have had a KeySafe fitted.

We will be responsible for the following:

1. Ensuring that the KeySafe code provided by You is only revealed to the emergency services or to a designated response service following an Alarm Call.

This service may be withdrawn in the event of mis-use or excessive use of the service.

Schedule 2

Emergency Home Response service

1. The Emergency Home Response Service is a visiting service responding to alarm activations or the report of a failure of critical Equipment installed in Your home. This service will provide access to responders such as emergency services.
2. We will aim to provide a response service in accordance with the Telecare Services Association. Quality Standards Framework
3. During the Emergency Home Response Service Period We will be responsible for ensuring that an appropriately qualified person attends Your home following an Alarm Activation to provide access to the emergency services or appropriate person. Access will be gained by a key from a location specified by You or obtained from a KeySafe installed at Your home.
4. You must notify Us or have notified us if You want us to provide the Emergency Home Response Service.
5. The Emergency Home Response Service will start on the date your equipment is supplied
- 5.1. If You have appointed Us to provide the Emergency Home Response Service in addition to our Equipment and monitoring service, should you cancel your Equipment and monitor service Your Emergency Home Response Service will end on the same date
6. During the Emergency Home Response Service Period You will:
 - 6.1. Pay the additional fee which is explained in Your Hire Agreement. Be responsible for supplying Us with accurate and complete information at all times to access Your property in an emergency.
7. The Emergency Home Response Service is limited to providing You with access to the relevant public health service who can assist You. We cannot provide assistance with any problem that does not relate to Your health.
8. You will be responsible for paying the cost of repairing Your property if We receive an Alarm Activation and are required to force entry to Your home because We cannot contact a Designated Key Holder or obtain access to a KeySafe or there are incorrect or no keys in the KeySafe.

This service may be withdrawn in the event of mis-use or excessive use of the service.

Schedule 3

Procedure where we cannot access your home

1. As explained at clause 6 of this Agreement if We cannot access Your home after:
 - a) Receiving an Alarm Activation; or,
 - b) Having attended a pre-arranged visit to Your home.

Then we will carry out the procedure set out in this schedule

2. Attending an alarm activation

- 2.1. We will explore alternative options where possible to gain access via a non-prearranged method. We will aim to contact your named contacts to request information on alternative methods of access.
- 2.2. If no alternative options are available, a forced entry request will be initiated. This will involve contacting the appropriate emergency services to advise that emergency alarm activation had been triggered from within the property and we have been unable to gain entry by the pre- arranged approach.
- 2.3. The Police will gain entry forcibly in order to gain access and respond to your emergency alarm. Any resulting damage or costs to repair damage incurred will be your responsibility.
- 2.4. Following a forced entry the Police will remain on site until the property is secured and will make arrangements for making the property secure.

3. Attending a pre-arranged visit

- 3.1. When making an appointment to visit you we will provide you with dates of expected visit.
- 3.2. If we arrive at your property and there is no response we will telephone you from outside the property. If we cannot make contact, we will leave a card providing details of when we called and how to contact us again to rearrange your appointment.



Help is close at hand



Call our team
03333 204 999



Visit our website and online shop
progresslifeline.org.uk



Email us
lifeline@progressgroup.org.uk



Sumner House, 21 King Street,
Leyland, Lancashire PR25 2LW

Follow us on social media...



Facebook
facebook.com/ProgressLifeline



LinkedIn
linkedin.com/progress-lifeline



Twitter
twitter.com/plifeline

Progress Lifeline is part of Progress Housing Association Limited, a registered society under the Co-operative and Community Benefit Societies Act 2014. Progress Housing Association is also regulated by the Regulator of Social Housing. Register with the Financial Conduct Authority number 27792R. All companies are registered in England and Wales.

VAT registration number: 712663546.

Registered office: Sumner House, 21 King Street, Leyland, Lancashire PR25 2LW