

Taking Care Terms and Conditions



These Terms and Conditions, together with all documents expressly referred to in them, tell you about us and the legal terms which govern our provision of all Taking Care products and services.

These Terms and Conditions are designed to help you get the best out of your specific products and/or services. Some of the terms contained in these Terms and Conditions apply to specific products and/or services. Please read these Terms and Conditions carefully before you place your order to us and make sure you understand the terms which apply to the products and/or services ordered. By submitting your order to us, you agree to be legally bound by these Terms and Conditions and any other documents expressly referred to in them. **If you don't agree with any part of these Terms and Conditions, you should not submit your order to us.**

Information about us

We are Taking Care which is the trading name and brand of PPP Taking Care Limited, a subsidiary of AXA Health. We are a company registered in England and Wales under company number 01488490 with our main trading address at Taking Care Limited Customer Service Department at Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP, and our registered office at 20 Gracechurch Street, London, United Kingdom, EC3V 0BG.

If you have any questions in relation to these Terms and Conditions, or need more information about the products or services, our Customer Services Team will be happy to help you. You can contact them here:

- Write to: Customer Services, Taking Care, Linhay House, Linhay Business Park, Eastern Road, Ashburton TQ13 7UP
- Email: enquiries@ppptakingcare.co.uk
- Telephone: 0800 085 7371 (Monday to Friday 9am to 5pm).

Use of our Website

Your use of our websites www.taking.care, personalalarms.ageco.co.uk and personalalarm.store is governed by our Website Terms of Use. Please take time to read this as it contains important terms relating to your use of our site.

Structure of these Terms and Conditions

To make these Terms and Conditions easy for you to navigate we have separated them into 5 key sections:

Section 1: Key terms (which apply to all orders) - The core contractual terms that apply to all Taking Care products and services which confirm how and when we create a legally binding contract with you and set out important rights for you and us – including payment requirements, rights to cancel, termination, how we will handle your personal data and your right to complain.

Section 2: General terms (which apply to all orders) - All other terms that apply to all PPP Taking Care products and services, including any limits to our responsibilities to you and terms regulating the operation of our contract with you.

Section 3: 24/7 Emergency Resolution Service– Terms which apply specifically to our 24/7 Emergency Resolution Services.

Section 4: Installation– Terms governing the installation of our products and services, whether installed by us at your premises or installed by you at home.

Section 5: Other product specific terms - More specific rights about how we deliver specific products and services to you and to ensure that you're aware of the most important requirements in supporting you in using and operating them safely. These are also available online for your reference.

SECTION 1 KEY TERMS

These terms apply to all of our products and services

1.1 HOW DO I ORDER PRODUCTS OR SERVICES FROM YOU?

- 1.1.1 Any quotation given by us before an order is placed for any of our products or services shall not constitute an offer by us to supply such products or services to you and is only valid for a period of 28 days following issue.
- 1.1.2 You can place an order with us to receive any of our products or services, either (i) by indicating your acceptance of these Terms and Conditions by signing the Order Form / clicking to accept (if purchased online), or (ii) by calling the PPP Taking Care Sales Line on 0800 085 7371 to place an order. The order constitutes an offer by you to purchase or, where applicable, rent products from us and/or purchases services from us.

- 1.1.3 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why and will refund any payments that we have taken without undue delay, and in any event within 14 days, using the same means of payment as used for the original transaction.
- 1.1.4 Your order shall only be deemed to be accepted when we accept your payment (in respect of orders made via telephone only), or when we email you to confirm acceptance of your order. A legally binding contract will then be in place between you (as the user) and us in respect of the product and/or services outlined in your order and/or your welcome letter (being the "Product(s)" and/or "Services").
- 1.1.5 You confirm that you are happy for us to deliver your Products and/or start to provide the Services as soon as practicable (or as soon as you are connected), rather than waiting for the 14-day cancellation period to end (as described in this section 1 below).
- 1.1.6 Commitments only apply to the user of the Products and Services who is party to this legally binding contract with us, even if someone else placed the order or makes a payment.

1.2 WHAT ARE MY PAYMENT REQUIREMENTS?

1.2.1 Charges.

Online orders: The charges applicable for each of your Products and Services are as indicated on the order pages on our website immediately before you click to submit your order for online orders.

- 1.2.2 Telephone orders: To place an order by telephone please call the Taking Care Sales Line on 0800 085 7371. We will let you know the charges for such product or service or the basis of calculating the charges (and any extra charges such as delivery or installation charges) to the fullest extent we can over the telephone when you place an order with us. Depending on the cumulative addition and/or removal of your Products and Services, there may be an uplift or reduction in your charges (such increases, or decreases will be notified to you at the time). We will confirm the relevant new direct debit arrangement within 14 days.

- 1.2.3 We reserve the right to increase or decrease the cost of any of any of your Services to ensure that we continue to provide you with a competitive offering. We will give you two months' notice if we intend to do this. If we tell you that any of your regular payments for your Services are increasing, you can end the contract for that Service by giving us one month's notice. On expiry of the notice period, you will not incur any further costs in relation to the applicable Service.

- 1.2.4 If you qualify for VAT exemption due to disability or long-term illness and have provided us with a signed VAT Declaration Form, VAT will not be applicable to the charges for some of our products and services and will be noted as £0.

- 1.2.5 The VAT Declaration Form (provided to you separately to the Terms and Conditions) contains a definition of the HMRC term 'chronically sick or disabled' and you should complete the VAT Declaration Form only if you qualify under that definition.

- 1.2.6 All payments by credit card or debit card need to be authorised by the relevant card issuer.

- 1.2.7 Where you purchase a Product(s) from us, title to that Product(s) will only pass to you at the time we receive payment for the relevant Product in full. Where you rent a Product from us, we shall retain title to the Product. For the avoidance of doubt, all Taking Care Products are made available on the following basis:

Product Name	Landline Alarm	Digital Alarm	Purchase	Rented
Classic Personal Alarm	x			x
Classic + Fall Alarm	x			x
Digital Personal Alarm		x		x
Digital + Fall Alarm		x		x
Taking Care Anywhere		x		x
Mobile Alarm		x	x	
Classic GPS Alarm		x	x	
Personal Alarm Watch		x	x	
Dementia Locate		x	x	
Taking Care Safe Home Alert	x			x
Smoke Detection	x		x	
Key Safe			x	

Taking Care Prevent		x	x	
Taking Care Sense		x		x

- 1.2.8 We will make all reasonable efforts to bring to your attention the basis on which we make Products available to you (i.e., on a purchase or rented basis) prior to submission of your order. We will also outline the basis on which Products are made available to you within your welcome letter. Terms specific to purchased Products and rented Products are outlined in Section 5 of these terms.

1.3 WHAT IS MY RIGHT TO CANCEL MY PRODUCTS OR SERVICES?

- 1.3.1 To exercise your right to cancel your contract for any of your Products (whether purchased or rented) and Services, you must inform us of your decision to cancel within the correct timeframe (i.e., before the cancellation period set out in this Section 1 has expired). Any such cancellation should be communicated to us via post, email or phone with a clear statement of your cancellation, or by using the cancellation form set out in the box below. You can contact our Customer Services Team on 0800 085 7371.

Cancellation Form

To: Customer Services, Taking Care Limited, Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP or enquiries@pptakingcare.co.uk

I hereby give notice that I cancel my contract for the supply of.....provided by Taking Care.

Ordered on:

Name of consumer(s):

Address of consumer(s):

Postcode of consumer(s)

Signature of consumer(s):

Date:

Customer Number

- 1.3.2 The cancellation period starts the moment we accept your order and the contract for your Products and Services is entered into and it ends, either:

- i) where cancelling your Products (whether rented or purchased) – 14 days after the date of delivery or installation of the relevant product. If you've bought multiple products under one order, the 14-day period runs from the day after the date of delivery or installation of the last of the batch: or
- ii) where you are cancelling your Services – 14 days after the day on which the contract is entered into, or if you require equipment to access your selected Service(s), 14 days after the date of delivery of the relevant equipment if that is later.

- 1.3.3 We will then refund all payments that we have already received without undue delay using the same means of payment as used for the initial transaction and you will not incur any fees for the reimbursement as follows:

- i) your refund for cancelled Products (whether purchased or rented) will be within 14 days of either the day we receive the Product back, or you provide evidence of having returned it (for example proof of postage receipt from the post office), whichever is sooner.
- ii) your refund for cancelled Services will be within 14 days of the day on which you inform us of your decision to cancel.

- 1.3.4 We may offer promotional cancellations periods from time to time, terms relating to such will be detailed in your welcome letter.

- 1.3.5 Where you cancel a contract for Products (whether purchased or rented) and you have already received those Products you must return them to us within 28 days of the date of cancellation in the same condition in which they were received. Only when we receive the Product back, or you provide evidence of having returned it to us, will we refund you. If you have diminished the value of the Product by handling it in a way which would not be permitted in a shop, we may deduct an amount from your refund to cover the diminished value of the Product.

1.4 HOW CAN THE CONTRACT FOR SERVICES OR RENTED PRODUCTS END?

- 1.4.1 Once your cancellation rights have expired, both you and Taking Care are entitled to terminate the contract for any of your rented Product(s) or Services for any reason by providing one month's notice to the other. Where

- a Service is terminated you will not incur any further costs in relation to the applicable rented Product(s) or Service after expiry of the one-month notice period. Please note that in the event of termination by either you or us, we will not refund any payments made up to the date of termination.
- 1.4.2 For rented Products, you must return the Product(s) to us within 28 days of the date of termination in good condition. We will supply you with a freepost Royal Mail return collection bag to help you do this. Please ask us for details.
- 1.4.3 Termination of a contract for any Service will not affect our right to receive any money owed to us under that contract up to and including the date of termination. If any such payments are outstanding and your direct debit is no longer active you will be asked to pay any such amounts due on termination by another method (cheque or card).
- 1.4.4 We also reserve the right to suspend or terminate a contract for any of your Services or rented Products if you breach any of the material terms contained in the parts of these Terms and Conditions that apply to the Service, including (without limit) failing to pay amounts due. If we believe you have breached a material term we will send you a communication to alert you and to let you know what other steps Taking Care will take before suspending or terminating the contract for that Service or rented Product. In such circumstances, if we do decide to terminate a contract, we will promptly notify you and termination will take effect from the date specified in such notice.
- 1.5 **HOW CAN YOUR TERMS AND CONDITIONS BE CHANGED?**
- 1.5.1 We may need to change or discontinue any aspect of any of your Services or rented Products, or we may need to add to, replace or change these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods or changes in relevant laws or regulatory requirement. Where possible we will give you one month's notice of any such changes. If this is not possible for legal or regulatory reasons we will provide as much notice as possible.
- 1.5.2 If you disagree with the changes we are making, you can end your contract for the relevant Service or rented Product by giving us one month's notice by post, email or telephone. The changes will not impact your Services or rented Products provided that you give us this notice before the date upon which the notified change takes effect. This does not affect your right to end any contract with us at any time on giving us one month's notice.
- 1.5.3 If the change means that a previously included aspect of a Service or functionality of a rented Product is no longer available and you have already paid in respect of it, we will provide a refund and we will refund any payments that we have taken without undue delay, and in any event within 14 days of such change taking effect, using the same means of payment as used for the initial transaction.
- 1.6 **HOW IS YOUR PERSONAL INFORMATION LOOKED AFTER?**
- 1.6.1 We understand that your personal details are of a sensitive nature and highly confidential. Any information and details that we receive shall be kept confidential. Taking Care will:
- i) store personal details (which may include your medical history or other health information) securely in our database and in accordance with the Data Protection Legislation (defined below) and, except in circumstances when we have received an emergency alarm call and strictly only as necessary to provide you with your Services and exercise our obligations to you and to protect your vital interests, we will not disclose them to any third party, except to those who work for us, without your prior written consent; and
 - ii) comply with all relevant obligations of the Data Protection Legislation.
- 1.6.2 Please notify us in writing if there is any individual(s) (i.e. a particular family member) to whom you would not want particular medical or health information disclosed.
- 1.6.3 We may record telephone conversations for training and quality control purposes and as a record of that conversation.
- 1.6.4 For the purposes of these Terms and Conditions:
- i) **"Data Protection Legislation"** means the UK GDPR (defined below), EU GDPR (defined below) (to the extent applicable), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all other applicable laws, enactments, regulations, orders, standards and other similar instruments, each as may be amended or superseded from time to time.
 - ii) **"EU GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and the free movement of such data.
 - iii) **"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 1.6.5 You are entitled to view your personal details that we hold. If you wish to do this please contact our Customer Services Team on 0800 085 7371.
- 1.6.6 Further details about how we collect, store and use personal data about you can be found at

www.taking.care/pages/privacy-policy.

1.7 HOW CAN I COMPLAIN?

- 1.7.1 We hope you never need to raise concerns about our products and services or any aspect of any of these Terms and Conditions. However, we understand that there may be times when you do.
- 1.7.2 Taking Care will respond to any complaint made by you in accordance with our internal complaint handling procedure as set out in the Welcome Brochure provided to you.
- 1.7.3 Nothing in these Terms and Conditions affect your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law. For more detailed information on what you can expect from us to ensure that we comply with our legal obligations to consumers, please:
- i) Call our Customer Services Team on 0800 085 7371; or
 - ii) Contact us in writing at: Customer Services, Taking Care, Linhay House, Linhay Business Park, Eastern Road, Ashburton TQ13 7UP; or
 - iii) Email us at: enquiries@ppttakingcare.co.uk
- 1.7.4 If we cannot resolve the complaint to your satisfaction using our complaint handling procedure, we will upon your request escalate your complaint to the Telecare Services Association (TSA). Whilst the Telecare industry is not regulated by an independent adjudicating body or ombudsman, Taking Care adopts the principles laid out by the TSA for raising complaints.

SECTION 2 GENERAL TERMS

These terms apply to all of our products and services

2.1 LIMITS ON OUR RESPONSIBILITY TO YOU

- 2.1.1 We only supply products and services for domestic and private use. You agree not to use the Products or Services for any commercial or resale purposes.
- 2.1.2 We do not in any way exclude or limit our liability to You for:
- i) death or personal injury caused by our negligence;
 - ii) fraud or fraudulent misrepresentation;
 - iii) defective or wrongly described products;
 - iv) any failure to provide Services with reasonable care and skill; and
 - v) any other liabilities that cannot be excluded by law.
- 2.1.3 Our total liability in respect of each contract between you and us based on these Terms and Conditions shall not exceed the total amount paid by you in relation to such contract during the twelve (12) months immediately prior to the event giving rise to the claim.
- 2.1.4 Subject to paragraph 2.1.3, if we fail to comply with these Terms and Conditions we are responsible for any loss or damage suffered by you that is a foreseeable result of our breach or caused by our negligence, but we shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us when the contract was formed.
- 2.1.5 In no event shall we be responsible for any:
- i) losses that were not directly associated with any breach of the Terms and Conditions by us or result from any negligent act or omission by you or a third party.
 - ii) business losses;
 - iii) losses to non-consumers; or
 - iv) losses that relate to or arise in connection with any third party service provider, so please ensure you are comfortable that your contract with any such third party service provider is fit for purpose and is suitable for your needs.

2.2 EVENTS OUTSIDE OUR CONTROL

- 2.2.1 Our provision of your Products and Services might be affected by events beyond our reasonable control. If so, there might be a delay in our provision of your Products or before we can restart your Service (or element of a service), having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to provide your Product or Service (or element of such service) as soon as those events have been fixed. Examples of events which might be beyond our reasonable control are:

- i) you change the scope of your requirements in relation to a service (and this means we have to do extra work);
 - ii) we cannot access relevant premises at the times we agreed with you through no fault by us; and
 - iii) the relevant representative is not in attendance at the times we agreed with you.
- 2.2.2 We shall not be held to be in breach of any contract between you and us based on these Terms and Conditions except for any legal responsibility that we cannot exclude in law (such as for death or personal injury resulting from negligence), and we shall not be liable for any delay in performing, or failure to perform, any of our obligations under any such contract between you and us if such breach, delay or failure results from any event outside our reasonable control.
- 2.3 GENERAL**
- 2.3.1 No one other than Taking Care Limited and you as parties to any contract formed in relation to these Terms and Conditions has any right to enforce any term of such contract.
- 2.3.2 It may be necessary for us to transfer all or any of our rights and obligations under any contract between you and us based on these Terms and Conditions at any time. By entering into a contract between you and us based on these Terms and Conditions, you consent to our transferring all or any of our rights and obligations, provided that this will not affect your rights or obligations under these terms.
- 2.3.3 You may only transfer your rights or obligations under these Terms and Conditions to another person if we agree in writing.
- 2.3.4 These Terms and Conditions contain the entire agreement between you and us in respect of our provision of each of your Products and Services to you.
- 2.3.5 If any court or competent authority decides that any part of these Terms and Conditions are invalid, unlawful or unenforceable to any extent, that part will, to that extent only, be removed but the remainder of these Terms and Conditions will still apply.
- 2.3.6 If at any time we do not insist on our strict rights under any contract between you and us based on these Terms and Conditions this will not prevent us from doing so on another occasion.
- 2.3.7 The laws of England and Wales will apply to any contract between you and us based on these Terms and Conditions.
- 2.3.8 If you want to take court proceedings, the relevant courts of England and Wales will have non-exclusive jurisdiction in relation to any contract between us.
- 2.3.9 Any notice or other information to be given by either us or you under any contract between you and us based on these Terms and Conditions shall be treated as received by the other if left at or sent by first class prepaid post to the address of the recipient shown on the Order Form or to the recipient's last known address.
- 2.3.10 All notices sent by you to us under any contract between you and us based on these Terms and Conditions must be sent to Taking Care Limited Customer Service Department at Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP, United Kingdom.

SECTION 3 24/7 EMERGENCY RESOLUTION SERVICE TERMS

These terms apply specifically to the provision of our 24/7 Emergency Resolution Service

3.1 24/7 EMERGENCY RESOLUTION SERVICE

- 3.1.1 We will use our best efforts to provide the Emergency Resolution Service 24 hours per day and 365 days per year, and to respond promptly to all emergency alarm calls.
- 3.1.2 Upon receipt of an emergency alarm call, we will take such action as we consider appropriate in the circumstances, including without limit, contacting your Nominated Contacts (as defined in paragraph 3.2.5 below), your doctor, the emergency services, or another response services provider. However, please note that:
 - i) we cannot be held responsible if either your Nominated Contacts, your doctor, the emergency services or another response services provider fails to attend the incident, or for the length of time it might take them to arrive at the incident; and
 - ii) we do not accept any liability or responsibility if your Nominated Contacts, your doctor, the emergency services or another response services provider does not act upon the information we give them; and
 - iii) we shall not be liable in respect of any damage to your premises (as applicable) which may occur as a direct or indirect result of actions taken by the emergency services or any third party (including your Nominated Contact(s), your doctor or another response services provider) to deal with an emergency situation.
- 3.1.3 You accept and agree that at all times we are acting as your agent in contacting your Nominated Contacts,

your doctor, the emergency services and any other response services provider and we will not be liable whatsoever for any cost or expense which your Nominated Contacts, your doctor, the emergency services or another response services provider might charge in connection with being contacted in connection with an incident.

3.1.4 If we request an emergency service, your doctor, or another response services provider to attend your incident, we may also inform your Nominated Contacts of the incident.

3.1.5 You are responsible for the security of any PIN numbers, passwords or login details relating to any of your Products and/or Services or your use of our website.

3.2 YOUR USE OF THE 24/7 EMERGENCY RESOLUTION SERVICE

3.2.1 We ask that you behave reasonably in your use of our 24/7 Emergency Resolution Service. You must not abuse the service by persistently making emergency alarm calls where emergency assistance is not required, and we ask that you do not intentionally and unnecessarily extend the length of your calls. A breach of this term will be deemed a material breach of these Terms and Conditions and we reserve the right to terminate our contract with you pursuant to clause 1.4.4 should you make persistent or repeated emergency alarm calls where it is apparent to us (in our reasonable opinion) that emergency assistance is not in fact required.

3.2.2 You acknowledge and agree that where we have a concern about your welfare, we may contact your emergency contacts ("Nominated Contacts", as defined below), the emergency services and/or social services, and you agree that we can share your personal information with any of them.

3.2.3 You must notify us promptly of anything that may affect our ability to provide the 24/7 Emergency Resolution Service to you by contacting our Customer Services Team on 0800 085 7371. In particular:

- i) changes to your address, telephone number or other contact details.
- ii) updates to your medical details;
- iii) dates when you will be away on holiday or away from your premises or otherwise un-contactable; or
- iv) changes to the location or code of your Key Safe (if applicable).

3.2.4 You acknowledge and accept that it is your sole responsibility to ensure that you are wearing or carrying the emergency device at all times to ensure easy access to the 24/7 Emergency Resolution Service.

3.2.5 Emergency Contacts and Nominated Contacts.

- i) Where we provide you with a 24/7 Emergency Resolution Service, we strongly recommend that you provide us with the name and contact details of someone or ideally two people that live in your local area to act as nominated contacts who we may contact to come to your aid in an emergency or where you otherwise require assistance (your "**Nominated Contacts**").
- ii) Please note that if you do not have any local Nominated Contacts, we strongly recommend that you have a Key Safe so that the emergency services, your doctor or another response services provider can gain access to your premises in an emergency or where you otherwise require assistance. The emergency services will, under normal circumstances, not force open a door and therefore it is important that they can have access to your premises in the event that your Nominated Contacts cannot attend.
- iii) It is your responsibility to obtain the prior consent of your Nominated Contacts to the disclosure of their personal details to us, and to us contacting them in the event of an emergency and to us passing on their personal details to the emergency services, your doctor, or another response services provider in the event of an emergency.
- iv) You agree to give each of your Nominated Contacts a key to your property and authority to allow access to the emergency services your doctor, or another response services provider in the event of an emergency.
- v) It is extremely important that you notify us promptly of any changes to your Nominated Contacts and/or their contact details and of any dates when any of your Nominated Contacts will be away on holiday or away from their usual address or otherwise un-contactable.
- vi) You acknowledge and accept that it is your responsibility to nominate trustworthy people to act as your Nominated Contacts. We shall not be liable for any loss, damage or theft to your property or belongings caused because you gave a Nominated Contact a key to your property.
- vii) If you would like us to notify other contacts (e.g. relatives or friends) who are not Nominated Contacts in the event of an emergency, you must provide us with their contact details.

SECTION 4 INSTALLATION TERMS

These terms apply to installation of Products (all products).

4.1 All of our Safe Home Alert Products require Professional Installation (as defined below).

- 4.2** Our other Products can be provided on a Self Set Up basis (as defined below), although we also offer Professional Installation for these other Products at your option and cost.
- 4.3** Installation options (where applicable) and all associated costs will be outlined to you either by one of our representatives prior to purchase for telephone orders, or, on the order pages of our website for online orders.
- 4.4** Where you are a Professional Installation customer (as defined below):
- 4.4.1** we require access to your premises for the purposes of installing and demonstrating the Products, and/or for any on-going maintenance requirements;
- 4.4.2** you agree to allow our Telecare consultants access to your premises for these purposes and to facilitate easy access to the location where the Product(s) is to be installed; and
- 4.4.3** if we have arranged a scheduled appointment with you and there is no answer when we (or our Telecare Consultants) attend your home, we will call you on your nominated telephone number. If you (or someone authorised by you) is not able to grant us access to your premises for the purposes of installing and demonstrating the Product(s) during the time slot agreed with you, we will put a business card through your door when we leave and, in such circumstances, **we reserve the right to charge a fee of £99 for any re-scheduled appointment.**
- 4.5** Within 10 working days of making your first payment:
- 4.5.1** if you chose **"Professional Installation"** (where we will come to your house to install your Product(s)), we will install the Product(s) at your premises and demonstrate how to use it to access the 24/7 Emergency Resolution Service; or
- 4.5.2** if you chose **"Self Set Up"** (where you will arrange and pay for installation of the Product(s) yourself):
- i) we will deliver the Product(s) to you together with instructions for installation/set up and use of your Products;
 - ii) where applicable we will provide with instructions for how to access the 24/7 Emergency Resolution Service;
 - iii) for products that are connected to our 24/7 Emergency Resolution Service you must make a test call at the time of installation to activate the Product(s) and ensure that it is fully operational;
 - iv) where applicable you are advised to check the range of the emergency alert button on your in-home back-up pendant by pressing it at various places within your home and garden. If you have any concerns about the range please call us for advice; and
 - v) if you are unable to install the Product(s) yourself or you install it incorrectly and a Telecare Consultant is required to visit your premises to install, re-install or re-set Product(s) (or any part of it), **we reserve the right to charge you a fee of £99.**
- 4.5.3** At the discretion of Taking Care, rented Product(s) may be new or previously used and refurbished to an equivalent level of safety and quality.
- 4.5.4** It is possible that some external factors may affect the Product(s) ability to operate as expected. These factors may include, but are not limited to, radio interference, lightning strikes or communication network outages. Taking Care cannot guarantee radio coverage within the premises due to various environmental factors, we do however recommend carrying out range coverage test to ensure the Product(s) work throughout your premises. Taking Care cannot guarantee a mobile network signal and is therefore not liable should the connectivity to a mobile telephone network fail and affect the Product(s) ability to operate as expected.
- 4.5.5** Should you or a third party move or tamper with the Product(s) (or any part of it) after initial installation by us and such action affects the Product(s) ability to operate as expected, **we reserve the right to charge you a fee of £99** should we need to visit your premises to re-install or re-set Product(s) (or any part of it).
- 4.5.6** In the event that you move premises and you require us to re-install the Product(s) (or any part of it) at the new premises, or, should reinstallation of the Product(s) be required for any other reason, **we reserve the right to charge you a fee of £99 should we need to visit your premises for the purposes of reinstallation.**

SECTION 5 PRODUCT SPECIFIC TERMS

These terms provide further details in relation to each of our Products. Please ensure that you carefully read each section which applies to the Product(s) which you are purchasing.

The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the products accurately, they may vary slightly from those images.

5.1 Rented Products

These terms apply only to **"Rented Products"** – that is, Product(s) which you rent from us.

- 5.1.1** The Rented Product(s) we provide remain the legal property of Taking Care and are provided to you on a rental

basis.

- 5.1.2 You will not be responsible for any damage to the Rented Product(s) to the extent such damage is caused by reasonable wear and tear or any fault or defect. You will be responsible for the cost of replacing or repairing the Rented Product(s) (total replacement value per item approximately £99) if it, or any part of it, is otherwise damaged, lost, stolen or destroyed whilst in your care.
- 5.1.3 We will provide maintenance services in respect of the Rented Product(s) free of charge. This will consist of carrying out inspections, diagnoses and the repair or replacement of the Selected Product(s) made necessary by normal wear and tear.
- 5.1.4 Maintenance of the Rented Product(s) will also be carried out by remote monitoring (at our discretion), and in response to any reasonable request made by you.
- 5.1.5 We will respond to all maintenance requests relating to the Rented Product(s), and we will endeavour to attend to all requests which are deemed by us to be urgent within 24 hours, and to attend to those requests deemed to be non-urgent within five working days. Our staff will be responsible for determining the urgency of requests following an assessment of individual circumstances and need.
- 5.1.6 Please note that we do not provide any maintenance services or additional work required to the Rented Product(s) which is a result of:
- i) modifications or additions to the Rented Product(s) (or any part of it) made by you or a third party;
 - ii) you or a third party moving or attempting to move or tampering with the Rented Product(s) (or any part of it) after initial installation by us;
 - iii) misuse or neglect or any accidental damage to the Rented Product(s) (or any part of it);
 - iv) your failure to follow our (or the manufacturer's) instructions or advice.
 - v) defects in the electricity supply, telephone service, connections or equipment, cabling, junction boxes, ducting etc used or required by the Rented Product(s) (other than where any such defects were caused by or contributed to by us during the initial installation); or
 - vi) any damage caused to the Rented Product(s) by an insurable event impacting your premises (e.g., fire, flood, storm, theft etc.).
- 5.1.7 If we, at our sole discretion, agree to carry out any additional work with respect to the Rented Product(s) in any of the circumstances listed at 5.2.5 above, **we shall be entitled to charge you a fee of £99 per any such request.**
- 5.1.8 Please ensure that you test the Rented Product(s) are operating correctly by making a test call at least once a quarter.
- 5.1.9 Please ensure that you report any fault, problem, damage, loss or theft of the Rented Product(s) as soon as possible by contacting our Customer Services Team on 0800 085 7371. We shall, exercising our sole discretion, take any steps as we consider appropriate to resolve the problem and you agree to provide us with all reasonable assistance to help us reach a resolution.

5.2 Purchased (Owned) Products

These terms apply only to "**Purchased Product(s)**" – that is, Products which you have purchased from us.

- 5.2.1 Title to the Purchased Product(s) will pass to you on receipt of payment in full for the Purchased Product(s).
- 5.2.2 If your Purchased Product(s) is connected to the 24/7 Emergency Resolution Service, please ensure that you test the Purchased Product(s) are operating correctly by making a test call at least once a quarter.
- 5.2.3 We warrant that on delivery or installation (as applicable), and for a period of 12 months from the date of delivery or installation (as applicable) (the "**Warranty Period**"), the Purchased Product(s), will be:
- i) fully functioning in accordance with the product description (found on our website and within our catalogues);
 - ii) free from faults or defects in design, materials and workmanship;
 - iii) fit for any purpose held out by us; and
 - iv) of satisfactory quality (within the meaning of the Consumer Rights Act 2015).
- 5.2.4 You agree to report any failure to function, fault or defect that you have noticed in any Purchased Product(s), as soon as possible by contacting our Customer Services Team on 0800 085 7371 and permit us to take any steps as we consider appropriate to resolve the problem. Please note however that we are not obliged to repair, replace or refund any Purchased Product(s) outside of the Warranty Period.
- 5.2.5 Provided that:
- i) you notify us during the Warranty Period within a reasonable time of discovery that any Purchased Product(s) does not comply with the warranties provided;

- ii) you provide us with a reasonable opportunity to examine such Purchased Product(s); and
- iii) if requested by us, you return such Purchased Product(s) to us at our cost,

we will, as appropriate and in our sole discretion, either repair or replace the defective Purchased Product(s) or refund the price in full.

5.2.6 The terms of this contract shall apply to any repaired or replacement Purchased Product(s) supplied by us.

5.2.7 We will not be liable for the failure of any Purchased Product(s) to comply with the warranties set out in Section 5.2.3 above in any of the following events:

- i) the fault, defect or failure to function has arisen because you have failed to follow our instructions as to use, testing or maintenance (as applicable and set out in the user guide); or
- ii) you (or a third party) have altered, modified or repaired such Purchased Product(s) without our written consent; or
- iii) the fault, defect or failure to function has arisen because of fair wear and tear, accident, misuse, wilful damage, neglect, negligence or abnormal or incorrect working conditions (recommended working conditions are set out in the user guide) after delivery or installation (as applicable); or
- iv) it differs from its description because of changes required to be made for legal or regulatory reasons.

5.3 Digital and landline personal alarms

5.3.1 Openreach have announced that by 2025 all analogue phone lines will be replaced with digital ones. To ensure our personal alarm customers are supported during and after the switchover, we have tested our full product range in Openreach's laboratory with the leading telephone providers' networks including BT, Sky, TalkTalk and others.

5.3.2 "Digital Alarms" are future proof and do not rely on a telephone landline. They will not be affected by the switchover to digital phone lines. All calls and data are included in the subscription.

5.3.3 "Landline Alarms" connect to a traditional telephone landline but have been tested in Openreach's laboratory with the leading telephone providers' digital networks to ensure maximum longevity. However, you may need to pay an upgrade fee if your telephone provider makes a change in the future that affects your alarm. For more information, you can speak with our Sales Team by calling 0333 257 0969. Lines are open Monday – Friday, 9am - 6pm.

5.3.4 The table in 1.2.7 states which products are "Digital Alarms" or "Landline Alarms":

5.4 You can find out more about the [digital switchover](#) in our Resources and Advice hub or on the [Openreach website](#).

5.5 Web Portal And Mobile Phone Applications

These terms apply to orders which include access to our web portal or mobile phone application only.

5.5.1 For certain Product(s) we will provide access to a web portal or mobile phone application. We will use our best endeavours to ensure that access is available at all times to enable you to manage your account. However, we cannot guarantee that the website will be available at all times, that it will operate without interruption or be error free.

5.5.2 In order to view information on our web portal or mobile phone application, we may supply you with an account number or customer number or request you to set up a username and password. You are responsible for the security of your log-in information. You must ensure that the information remains confidential. You agree that we may disclose any information in connection with your account(s) to any person who correctly quotes your password. You must notify us immediately if there is any unauthorised use of your account by any other website user or any other breach of security.

5.5.3 You are responsible for making all arrangements necessary for you to have access to our website and we strongly recommend that you use your own virus protection software as we cannot guarantee that the website is secure or free from viruses and do not accept any liability for viruses or any other cyber security threats found on the website.

5.6 Mobile Cellular Network

These terms apply to "Digital Personal Alarm", "Digital Fall Alarm", "Taking Care Anywhere", "Classic GPS Alarm", "Dementia Locate" and "Personal Alarm Watch". All require a Mobile Cellular Network to connect to our 24/7 Emergency Resolution Service.

5.6.1 The "Digital Personal Alarm", "Digital Fall Alarm", "Taking Anywhere", "Classic GPS Alarm", "Dementia Locate" and "Personal Alarm Watch" all include a Multi Network SIM which needs to connect to a Mobile Cellular Network.

5.6.2 It is your responsibility to ensure that Mobile Cellular Network is available in areas in which you will ordinarily require the product and services to operate.

5.6.3 We cannot guarantee that Mobile Cellular Network will be free from faults or interruptions due to factors such

as network congestion, maintenance, weather conditions, geography, obstructions or interference which may mean that you will not receive such services in certain areas at certain times or at all. We cannot accept any liability for any failure for our products or services to operate as expected where such failure is caused (whether directly or indirectly) by a failure or shortage in Mobile Cellular Network whether in the area in which the device is ordinarily used or elsewhere.

5.6.4 3G, 4G and 5G are the 3rd, 4th and 5th generations of Mobile Cellular Network technology, respectively.

5.6.5 **WARNING** The only product affected by the third generation (3G) Mobile Cellular Network switch off is the Taking Care Anywhere 3G White Pendant. If you have a Taking Care Anywhere 3G White Pendant, we require you to monitor the 3G in areas in which you will ordinarily require the product and services to operate. We recommend that you make regular tests to our 24/7 Emergency Resolution Service.

5.6.6 Each Mobile Cellular Network provider is setting its own timetable for its 3G network switch-off. These timings are subject to change. You can stay up to date with the latest coverage and network status in the areas in which you will ordinarily require the product and services to operate here www.o2.co.uk/coveragechecker and here www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/advice/3g-switch-off.

5.6.7 You may need to pay an upgrade fee in the event that the generation of Mobile Cellular Network technology is withdrawn or ceases to operate. For more information, you can speak with our Sales Team by calling 0333 257 0969. Lines are open Monday – Friday, 9am - 6pm.

5.7 Global Positioning Systems (GPS) Products

These terms apply to "Taking Care Anywhere", "Mobile Alarm", "Classic GPS Alarm", "Dementia Locate" and "Personal Alarm Watch" ("**GPS Products**").

5.7.1 "GPS Products" will not work outside of the United Kingdom.

5.7.2 "GPS Products" rely on GPS satellite network(s) for the GPS device to determine its location and Mobile Cellular Network to communicate to our 24/7 Emergency Resolution Service

5.7.3 By ordering one of the GPS Products, you authorise Taking Care to pass your location data to emergency services, your doctor, another response services provider and your Nominated Contacts when required.

5.7.4 The Products listed above rely on Global Positioning Systems (GPS) and other wireless networks providing location information to operate. GPS is a system of satellites and receiving devices used to compute positions of devices giving off a location signal which identify where the device is on our planet, within certain limits. For example, GPS may not be able to compute the position of the product if it is within a building or if the signal is interrupted. Neither GPS nor the tracking platform are operated by us and we accept no liability in relation to their operation nor any responsibility should one or both fail to operate correctly for any reason at any time.

5.7.5 Please be aware that we are not able to guarantee that the location information which we obtain from your GPS Product, and which is then provided to your Nominated Contacts, doctor, the emergency services or another response services provider (as applicable), is accurate or up to date at the time it is provided. There may not be sufficient GPS satellite network or Mobile Cellular Network to the device which can delay or prevent the device from connecting successfully to our 24/7 Emergency Resolution Centre.

5.7.6 We do not accept any liability or responsibility if we are unable to provide accurate location information.

5.8 Classic Personal Alarm

These terms apply to orders for the "Classic Personal Alarm" only.

5.8.1 **WARNING** The Classic Personal Alarm required to access our 24/7 Emergency Resolution Service is currently only guaranteed to work with an analogue telephone line. However, if you upgrade your analogue telephone line to a digital telephone line, please contact us to check the compatibility of the Classic Personal Alarm. In most cases the Classic Personal Alarm will continue to function, however in the event it does not we can provide an upgrade option at an additional cost.

5.8.2 Our Classic Personal Alarm packages include an Alarm pendant and an Alarm unit.

5.8.3 Any calls made to our 24/7 Emergency Resolution Centre via the Classic Personal Alarm are charged at 0845 rates from your telephone provider and will show on itemised billing from your telephone provider.

5.8.4 Prior to purchasing the Classic Personal Alarm you must ensure that:

- i) you have confirmed with your telephone line supplier that your telephone line is compatible with the Classic Personal Alarm;
- ii) you pay all sums due to your telephone line supplier and comply with the terms of your agreement with your telephone line supplier to ensure that we are able to continue to provide you with the 24/7 Emergency Resolution Service; and
- iii) you have a modern telephone jack socket with a mains electrical 13 amp power socket (ideally within two metres of the telephone and on the same wall) in full working order.

5.9 Digital Personal Alarm

These terms apply to orders for the "Digital Personal Alarm" only.

- 5.9.1 Our Digital Personal Alarm packages include an Alarm pendant, an Alarm unit and a Multi network SIM.
- 5.9.2 Our Digital Personal Alarm is specifically designed to operate on a Mobile Cellular Network to allow you to access our 24/7 Emergency Resolution Service.
- 5.9.3 It is your responsibility to ensure that Mobile Cellular Network is available in areas in which you will ordinarily require the product and services to operate. In addition, we cannot guarantee that Mobile Cellular Network will be free from faults or interruptions due to factors such as network congestion, maintenance, weather conditions, geography, obstructions or interference which may mean that you will not receive such services in certain areas at certain times or at all. We cannot accept any liability for any failure for our products or services to operate as expected where such failure is caused (whether directly or indirectly) by a failure or shortage in Mobile Cellular Network coverage whether in the area in which the device is ordinarily used or elsewhere.
- 5.9.4 Prior to purchasing the Digital Personal Alarm, you must ensure that you have a mains electrical 13 amp power socket in full working order which can be used to power the Alarm unit.
- 5.9.5 Call costs to our 24/7 Emergency Resolution Service are included in your Taking Care subscription. If the Digital Personal Alarm is used improperly and not for the purposes of the 24/7 Emergency Resolution Service, you will be liable for any and all charges which might accrue.
- 5.9.6 In the event that your Digital Personal Alarm Multi network SIM is lost or stolen, you will not be responsible for any airtime charges incurred after you have notified us of such theft or loss. However, you will be responsible for any charges incurred before you notify us.
- 5.9.7 Our Digital Personal Alarm relies on Mobile Cellular Network to communicate.

5.10 "Classic Personal Alarm", "Fall Alarm and Digital Personal Alarm", "Taking Care Anywhere GPS Falls Pendant" and "Fall Alarm".

These terms apply to orders for "Classic Personal Alarm", "Fall Alarm and Digital Personal Alarm", "Taking Care Anywhere" and "Fall Alarm" only.

- 5.10.1 The Fall Alarm is supplied to work with your "Classic Personal Alarm", "Digital Personal Alarm" or "Taking Care Anywhere". Due to the wide variety and types of fall, we cannot guarantee that all falls will be detected and we shall not be liable should a fall not be detected by the Fall Alarm. If you are able to do so, you must ensure that you press the "button" on the relevant device each time that you fall.
- 5.10.2 The Fall Alarm wearing options must be set by a Taking Care technician. If the wearing options are subsequently changed or otherwise tampered with this may cause the Fall Alarm not to work. Taking Care shall not be held liable for any failure for Fall Alarm where the wearing options have been subsequently altered.

5.11 Smoke Detection

These terms apply to orders for the Smoke Detection only

- 5.11.1 We will install your Smoke Detectors at the time of installing your Classic Personal Alarm or Digital Personal Alarm.
- 5.11.2 Ownership of the Smoke Detectors will pass to you on receipt of payment in full and will be your responsibility from the time of installation.
- 5.11.3 We do not provide any maintenance services in respect of the Smoke Detectors and shall not reposition any Smoke Detectors after installation, nor shall we repair the Smoke Detector after the end of the Warranty Period, free of charge. Where we, at our sole discretion, agree to carry out any such additional work **you will be charged a fee of £99 per request.**
- 5.11.4 It is your responsibility to test regularly that each Smoke Detector is operating properly and to replace the batteries (if applicable) or the entire device, if required.

5.12 Taking Care Anywhere

These terms apply to orders for "Taking Care Anywhere" only.

- 5.12.1 The Taking Care Anywhere service includes a GPS Falls Pendant, Back Up Alarm pendant, Alarm Unit and two Multi network SIM's.
- 5.12.2 The Taking Care Anywhere relies on Mobile Cellular Network to communicate and GPS to provide a location.
- 5.12.3 Prior to purchasing the Taking Care Anywhere Service you must ensure that you have a **mains electrical 13 amp power socket in full working order** which can be used to power the Alarm unit and GPS falls pendant
- 5.12.4 Call costs to our 24/7 Emergency Resolution Centre are included in your Taking Care subscription. If the Taking Care Anywhere Service is used improperly and not for the purposes of the 24/7 Emergency Resolution Service, you will be liable for any and all charges which might accrue.

- 5.12.5 In the event that your Taking Care Anywhere Multi network SIM is lost or stolen, you will not be responsible for any airtime charges incurred after you have notified us of such theft or loss. However, you will be responsible for any charges incurred before you notify us.
- 5.12.6 The GPS Pendant must be sufficiently charged to access the 24/7 Emergency Resolution Centre, and if out of the home will require sufficient access to both the GPS and Mobile Cellular Network coverage. You acknowledge that we will only be able to respond to calls where these requirements are sufficiently met. If the GPS Pendant does not have Mobile Cellular Network coverage when at home, your Base Unit will alert our 24/7 Emergency Resolution Team, and you will then speak to them via the Base Unit.
- 5.12.7 **WARNING** If you have a pacemaker you cannot wear the GPS Pendant around your neck. Please only attach to a belt clip or keyring. Your personal help button must not be worn within 25cm of your pacemaker.
- 5.12.8 Once every few months your Base Unit may be automatically updated. This will usually occur during the early hours of the morning and takes approximately two minutes. Your Base Unit may not respond to a button press during this time so if there is no response then please press your GPS Pendant button again.
- 5.12.9 Due to the wide variety and types of fall, we cannot guarantee that all falls will be detected and is therefore not liable should a fall not be detected by the Fall Alarm in the GPS Pendant. If you are able to do so, you must ensure that you press the "button" on the relevant device each time that you fall.

5.13 Mobile Alarm

These terms apply to the "Mobile Alarm" only.

- 5.13.1 The Mobile Alarm includes a Multi network SIM and a charging unit.
- 5.13.2 The Mobile Alarm relies on Mobile Cellular Network to communicate and GPS to provide a location.
- 5.13.3 Ownership of Mobile Alarm will only pass to you at the time we receive payment in full.
- 5.13.4 A monthly subscription charge will apply for the 24/7 Emergency Resolution Service, call, data, and messages. The monthly subscription charge includes a monthly allowance of 15 mins for calls and 5mb for the data. If you exceed your monthly allowance, we reserve the right to charge you for the excess used at any time after that month.
- 5.13.5 In order to charge you the Mobile Alarm **you will need a 13amp electrical socket.**
- 5.13.6 **WARNING** If you have a pacemaker you cannot wear the Mobile Alarm around your neck. Please only attach to a belt clip or keyring. Your personal help button must not be worn within 25cm of your pacemaker.
- 5.13.7 The Mobile Alarm requires to be sufficiently charged and have sufficient access to both the GPS satellite network and a working Mobile Cellular Network coverage to access the 24/7 Emergency Resolution Centre. You acknowledge that we will only be able to respond to calls where these requirements are sufficiently met.
- 5.13.8 You will receive a welcome call and a check-up call on or around each anniversary of your purchase, to opt out of these please contact our Customer Services Team on 0800 085 7371.
- 5.13.9 In the event that your Mobile Alarm SIM card is lost or stolen, you will not be responsible for any airtime charges incurred after you have notified us of such theft or loss. However, you will be responsible for any charges incurred before you notify us.

5.14 Classic GPS Alarm, Dementia Locate and Personal Alarm Watch

These terms apply to the "Classic GPS Alarm, Dementia Locate and Personal Alarm Watch" only.

- 5.14.1 The Classic GPS Alarm, Dementia Locate or Personal Alarm Watch includes a Multi network SIM and a charging unit.
- 5.14.2 The Classic GPS Alarm, Dementia Locate or Personal Alarm Watch all rely on Mobile Cellular Network to communicate and GPS to provide a location.
- 5.14.3 Ownership of Classic GPS Alarm, Dementia Locate or Personal Alarm Watch will only pass to you at the time we receive payment in full.
- 5.14.4 A monthly subscription charge will apply for the monitoring and connectivity for the Classic GPS Alarm, Dementia Locate or Personal Alarm Watch to allow for you to access the 24/7 Emergency Resolution Centre
- 5.14.5 In order to charge the Classic GPS Alarm, Dementia Locate and Personal Alarm Watch **you will need a 13amp electrical socket.**
- 5.14.6 If the Classic GPS Alarm, Dementia Locate or Personal Alarm Watch is used improperly and not for the purpose of accessing our 24/7 Emergency Resolution Centre you will be liable for any and all charges which might accrue.
- 5.14.7 The Classic GPS Alarm, Dementia Locate or Personal Alarm Watch will not work outside of the United Kingdom.
- 5.14.8 In the event that Classic GPS Alarm, Dementia Locate or Personal Alarm Watch SIM card is lost or stolen, you

will not be responsible for any airtime charges incurred after you have notified us of such theft or loss. However, you will be responsible for any charges incurred before you notify us.

5.15 Taking Care Safe Home Alert

These terms apply to the "Taking Care Safe Home Alert" only.

- 5.15.1 The Safe Home Service will require a fixed internet service in your home to access the service. Taking Care cannot guarantee internet connectivity and is therefore not liable should the connectivity to the internet fail.
- 5.15.2 The Safe Home Service analyses data captured from Motion Sensors, Front and Back door Sensors and Smart Plugs located around the premises. Together these are called "**Safe Home Accessories**". We will provide the Safe Home Accessories to you so that you can access the Safe Home Service, but you acknowledge and agree that the Safe Home Accessories will remain our property at all times.
- 5.15.3 The Safe Home Service works by generating emergency alerts, insight alerts and notifications to Nominated Contacts which are triggered by the occurrence of pre-set events being detected by one or more of the Safe Home Accessories. The Safe Home Service will require a 13amp electrical socket. Range Extenders can be purchased separately if deemed necessary for your premises. The Safe Home Service requires internet connectivity to operate and we do not accept any liability or responsibility if we are unable to provide accurate data captured from Safe Home Accessories located around the home
- 5.15.4 If a Personal Alarm Service is included in your Safe Home Service, all terms relating to the relevant Personal Alarm Service shall apply to its use in conjunction with this service.
- 5.15.5 Predefined Emergency Alerts (including no morning activity, no movement detected in a room, too long in a room, door left opened) will be received by Taking Care. We will use our best efforts to provide a response 24 hours per day and 365 days per year, and to respond promptly to all emergency alert calls. We will agree with you in advance the Nominated Contacts with data (including alerts, actionable insights, reports) can be shared. We will receive copies of each alert and actionable insight sent to your Nominated Contacts.
- 5.15.6 To utilise our Safe Home Service we will require access to your premises for the purposes of installing and demonstrating or uninstalling the Safe Home Service, and/or for any on-going maintenance requirements.
- 5.15.7 We will install your Safe Home System in an appropriate location on your premises. You must provide us, in sufficient time, with any information or instructions required for us to carry out the installation at the location and time designated by you. We will not be liable for delayed installation caused by your failure to provide adequate information or instructions to enable us to carry out the installation.
- 5.15.8 It is your responsibility to test regularly that each Safe Home Accessory is operating properly and to replace any batteries (if applicable).
- 5.15.9 Upon cancelling your Safe Home Service, you agree to return the Safe Home Accessories to us. To return your Safe Home Accessories simply contact us and we will arrange for a suitable date to uninstall and collect them. If we do not receive the Safe Home Accessories back from you, are unable to collect the Safe Home Accessories or if the Safe Home Accessories are damaged, a charge of £300 will be added to your next invoice to cover the costs of the Safe Home Accessories.
- 5.15.10 Do not tamper with the Safe Home Accessories (or any part of it) after initial installation by us as this could affect the emergency alerts, insight alerts and notifications. We reserve the right to charge you a fee of £99 to visit your premises to re-install or re-set Product(s) (or any part of it) should a re-install or re-set be required.

5.16 Medical Helpline Service

These terms apply to the Medical Helpline Service only.

- 5.16.1 The Medical Helpline Service consists of a medical information line and a medication information service which are available to you only where you have purchased this service as part of the Personal Alarm Service from us. The Medical Helpline Service is an optional service which offers expert help from both nurses (in relation to the medical information line) and pharmacists (in relation to the medication information services).
- 5.16.2 These services are further described in your Welcome Pack and on our website which you will find at <https://www.taking.care/>. The Medical Helpline Service are provided by AXA Health.
- 5.16.3 You (or your relatives/friends on your behalf) can call the Medical Helpline Services on the telephone number which we will provide to you when you set up your service. Our medical team is ready to help whether it's about a specific health worry, medication and treatment or if you simply need a little guidance and reassurance.
- 5.16.4 The availability of the Medical Helpline Service is as follows:
 - i) the **medical information line** is available **24** hours per day and **365** days per year; and
 - ii) the **medication information service** is available **Monday to Friday 8am to 8pm, Saturday 8am to 4pm and Sundays 8am to 12pm and 8am to 4pm on Bank Holidays**.
- 5.16.5 The Medical Helpline Service is staffed by health professionals
- 5.16.6 Any information you share with us is confidential and will not be shared

- 5.16.7 The Medical Helpline Service does not diagnose or prescribe and is not designed to replace your GP.
- 5.16.8 Please be aware that, unfortunately, the Medical Helpline Service is not available to callers located outside of the United Kingdom as the laws in other countries may restrict or impose differing guidelines, laws or regulations in relation to the provision of such services.
- 5.16.9 **TERMINATION** - Please be aware that if your contract for the provision of 24/7 Emergency Resolution Service terminates for any reason at any time, the contract for the provision of the Medical Helpline Services shall automatically terminate at the same time.

5.17 Key Safes

These terms apply to Key Safes only.

- 5.17.1 Taking Care also provides a **Key Safe** which is a secure weatherproof box designed to enable you to keep a set of keys securely outside of your home. The Key Safe is also optional however **we strongly recommend that you install a Key Safe if you do not have a local Nominated Contact**. Even if you do have a Nominated Contact we recommend the installation of a Key Safe to ensure safe access to your premises if a Nominated Contact is not available.
- 5.17.2 Without a Key Safe or an available Nominated Contact, forced entry to your premises may be necessary in an emergency. You agree that we shall not be liable for any damage, cost or expense resulting from forced entry in an emergency, unless it was initiated because of a fault or mistake on our part.
- 5.17.3 You are responsible for the security of your Key Safe code.
- 5.17.4 If you have opted to purchase a Key Safe at the same time as ordering a Product(s), you agree to pay the prices shown on the Order Form or notified to you over the telephone by one of our representatives in respect of the Key Safe in addition to the price payable for other Products. If you choose to order a Key Safe subsequent to your order for another Product, you agree to pay the price and the installation charges (as confirmed to you by us) on the date you confirm your order for the Key Safe using your preferred payment method notified by you to us at that time.
- 5.17.5 If you choose to purchase a Key Safe it is your responsibility to make appropriate enquiries of your home insurance company as to the impact of installing a Key Safe on your insurance cover prior to installation. We do not accept any liability or responsibility for any impact the Key Safe may have on your home insurance cover.
- 5.17.6 Any Key Safe purchased will be your responsibility from the time of delivery or installation (as applicable).
- 5.17.7 Please note that other than our obligations as set out above, we do not provide any maintenance services in respect of the Key Safe and shall not reposition any Key Safe after initial installation or repair any Key Safe after the end of the Warranty Period free of charge. Where we, at our sole discretion, agree to carry out any such additional work **you will be charged a fee of £99 per request**.
- 5.17.8 We will install your Key Safe in an appropriate location on your premises. You must provide us, in sufficient time, with any information or instructions required for us to carry out the installation at location and time designated by you. We will not be liable for delayed installation caused by your failure to provide adequate information or instructions to enable us to carry out the installation.
- 5.17.9 If we have arranged a scheduled appointment with you and there is no answer when we attend your home, we will call you on your nominated telephone number and we will put a business card through your door when we leave. In such circumstances, or where the installation was prevented by any other reason outside of our reasonable control, **we reserve the right to charge a fee of £99 for any re-scheduled appointment**
- 5.17.10 If you have chosen to purchase a Key Safe:
- i) you must inform us of the Key Safe code for entry into your property and immediately inform us of any changes to it; and
 - ii) you must otherwise keep the code for your Key Safe confidential, although you may share it with individuals that have your express authority to access your premises; and
 - iii) we will not be liable for any damage, cost or expense resulting from forced entry in the event of an emergency if you have failed to notify us of your Key Safe code or any changes to it.

5.18 Taking Care Prevent

These terms apply to Taking Care Prevent

- 5.18.1 Taking Care Prevent service includes an activity wearable device, access to a web portal and to Taking Care's Prevention Team
- 5.18.2 Taking Care's Prevention Team is available from 9.00am to 5.00pm Monday to Friday excluding bank holidays
- 5.18.3 The activity wearable device collects data about your activity levels,
- 5.18.4 Email alerts will be generated in response to changes in your activity

- 5.18.5 Taking Care's Prevention Team will get in touch at a convenient time to discuss changes in your and agree an action plan.
- 5.18.6 The Taking Care Prevention Team will monitor progress and make two follow-up calls to ensure the Action Plan is assisting you to live independently in your own home for longer and act as a self-management aid to improve wellbeing and quality of life.
- 5.18.7 The service does not include 24/7 Emergency Resolution Service.
- 5.18.8 Taking Care Prevent requires a smart phone or a tablet running on software version Android 7 or above and iOS 13.
- 5.18.9 Taking Care Prevent is not staffed by healthcare professionals.
- 5.18.10 Taking Care Prevent does not make clinical decisions and does not diagnose or prescribe and is not designed to replace your GP.
- 5.18.11 Please note that the Taking Care Prevent is a self-management tool for the purposes of identify escalating risk. Taking Care does not claim that by wearing this device that you will not fall or not be at risk.

5.19 Taking Care Sense

These terms apply to Taking Care Sense

- 5.19.1 Taking Care Sense is a proactive monitoring system that alerts us if there is a change in daily living activities that could indicate a problem.
- 5.19.2 Taking Care Sense requires a nominated contact(s). Taking Care Sense is not an emergency device, we will not be able to call the Emergency Services if an issue is detected so it is vital, we have the contact details of at least one person.
- 5.19.3 Taking Care will not be held liable should we be unable to contact you/and or nominated contact to check on your wellbeing
- 5.19.4 Taking Care Sense should be placed in the kitchen, on top of a cabinet or shelf and out of direct sunlight.
- 5.19.5 Taking Care Sense detects changes in temperature and humidity. We will raise the alarm when we're notified of a substantial change to the normal pattern of behaviour and contact your and/or you nominated contact to check on your wellbeing.
- 5.19.6 All network costs are included in monthly subscription
- 5.19.7 We will be automatically notified when the battery is running low and will send you a replacement device free of charge.
- 5.19.8 Taking Care Sense is rented from us for the duration of your contract. This means that if the equipment develops a fault, we will repair or replace it free of charge. When you no longer require our service, we will provide a Freepost Royal Mail return collection bag to make it as easy as possible to return the equipment. If the equipment is not return you will be charged a fee of £99.00.
- 5.19.9 Once the service is cancelled, please be advised that the Taking Care Sense device will be deactivated with immediate effect and will no longer be able to report any change in daily living activities.