



PPP Taking Care Terms and Conditions

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

These Terms and Conditions are designed to help you get the best out of your selected products and/or services. Please read them carefully, including those parts that specifically apply to your selected products and/or services, and make sure you understand them before completing a purchase. Please check that you are willing to agree to each provision. **If you don't agree with all parts of these Terms and Conditions that apply to your selected products and/or services, we will not be able to process your order.**

Please note that by ordering any of our products or services you agree to be legally bound by these Terms and Conditions and the other documents expressly referred to in them.

Information about us

We are PPP Taking Care Limited, a company registered in England and Wales under company number 01488490 with our main trading address at PPP Taking Care Limited Customer Service Department at Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP, and our registered office at 5 Old Broad Street, London, EC2N 1AD.

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, PPP 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 website www.ppptakingcare.co.uk 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 3 key sections:

Section 1: The core contractual commitments that apply to all PPP 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: We've brought together all legal requirements that apply to all PPP Taking Care products and services, including any limits to our responsibilities to you.

Section 3: More specific rights about how we deliver our 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: OUR CORE CONTRACTUAL COMMITMENTS

These terms apply to all of our products and services

1. HOW DO I ORDER PRODUCTS OR SERVICES FROM YOU?

- 1.1. Any quotation given by us before an order is placed for any of our products or services is an offer by us to supply such products or services to you. Our quotation remains in force for 28 days following issue.
- 1.2. When an order is placed with us for you 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



- 1.3. (if purchased online), or (ii) by calling the PPP Taking Care Sales Line on 0800 085 7371 to place an order, this is when you offer to buy such products or services from us.
- 1.4. 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 and we 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.
- 1.5. We will only have accepted your order when we receive and accept your payment, or 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 specific product or service which the accepted payment or confirmation email relates to. These are your "**Selected Products**" and your "**Selected Services**", together your "**Selected Products and Services**".
- 1.6. You confirm that you are happy for us to deliver your Selected Products and/or start to provide your Selected Services straight away (or as soon as you are connected), rather than waiting for the 14 day cancellation period to end (as described in (3) below).
- 1.7. Please note that our contractual commitments only apply to the user of the Selected Products and Services who is party to this legally binding contract with us, even if someone else placed the order or makes a payment.

2. WHAT ARE MY PAYMENT REQUIREMENTS?

- 2.1. The charges applicable for each of your Selected Products and Services are as indicated on the Order Form, on the website immediately before you click to accept, and in the confirmatory email/electronic form.
- 2.2. If you already have Selected Products and Services and you subsequently call the PPP Taking Care Sales Line on 0800 085 7371 to place an order for one of our other products or services, 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 when you place an order with us.
- 2.3. Depending on the cumulative addition and/or removal of your Selected 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.
- 2.4. We reserve the right to increase or decrease the cost of any of any of your Selected 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 Selected Services are increasing, you can end the contract for that Selected 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 Selected Service.
- 2.5. 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.
- 2.6. 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.
- 2.7. All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 2.8. Ownership of Selected Products will only pass to you at the time we receive payment for the relevant product in full.

3. WHAT IS MY RIGHT TO CANCEL MY SELECTED PRODUCTS OR SERVICES?

- 3.1. To exercise your right to cancel your contract for any of your Selected Products and Services, you must inform us of your decision to cancel within the correct timeframe (i.e. before the cancellation period set out in 3.2 below 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.



<p>Cancellation Form</p> <p>To: Customer Services, PPP Taking Care Limited, Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP or enquiries@ppptakingcare.co.uk</p> <p>I hereby give notice that I cancel my contract for the supply of.....provided by PPP Taking Care.</p> <p>Ordered on:</p> <p>Name of consumer(s):</p> <p>Address of consumer(s): Postcode of consumer(s)</p> <p>Signature of consumer(s):</p> <p>Date:</p> <p>Customer Number</p>
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- 3.2. The cancellation period starts the moment we accept your order and the contract for your Selected Products and Services is entered into and it ends, either:
- i) where cancelling your Selected Products - **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 Selected Services - **14 days** after the day on which the contract is entered into, or if you require equipment to access your Selected Service, 14 days after the date of delivery of the relevant equipment, if that is later.
- 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 Selected Products 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 Selected Services will be within 14 days of the day on which you inform us of your decision to cancel.
- 3.4. Where you cancel a contract for your Selected Products and Services and you have already received equipment required to access the service, you may be required to return the equipment to us within 28 days of the date of cancellation in the same condition in which it was dispatched to you. We will supply you with a freepost Royal Mail return collection bag to help you do this. Please ask us for details. In the event that we do not receive the equipment back within 28 days **we will be entitled to charge you a sum of £99.**

4. HOW CAN THE CONTRACT FOR MY SELECTED SERVICES END?

- 4.1. Once cancellation rights have expired, both you and PPP Taking Care are entitled to terminate the contract for any of your Selected Services for any reason by providing one month's notice to the other. Where a Selected Service is terminated you will not incur any further costs in relation to the applicable Selected 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.
- 4.2. Termination of a contract for any of your Selected Services 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).
- 4.3. We also reserve the right to suspend or terminate a contract for any of your Selected Services if you breach any of the material terms contained in the parts of these Terms and Conditions that apply to that 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 PPP Taking Care will take before suspending or terminating the contract for that Selected Service. 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.



5. HOW CAN YOUR TERMS AND CONDITIONS BE CHANGED?

- 5.1. We may need to change or discontinue any aspect of any of your Selected Services, 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.
- 5.2. If you disagree with the changes we are making, you can end your contract for the relevant Selected Service by giving us one month's notice by post, email or telephone. The changes will not impact your Selected Services 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.
- 5.3. If the change means that a previously included aspect of a Selected Service 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.

6. HOW IS YOUR PERSONAL INFORMATION LOOKED AFTER?

- 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.
- 6.2. PPP 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 Selected 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.
- 6.3. 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.
- 6.4. We may record telephone conversations for training and quality control purposes and as a record of that conversation.
- 6.5. For the purposes of these Terms and Conditions:
 - i) "**Data Protection Legislation**" means the GDPR (defined below), 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) "**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.
- 6.6. 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.
- 6.7. Further details about how we collect, store and use personal data about you can be found at www.ppptakingcare.co.uk/legal/privacy-policy/.

7. HOW CAN I COMPLAIN?

- 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.
- 7.2. PPP 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.
- 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, PPP Taking Care, Linhay House, Linhay Business Park, Eastern Road, Ashburton TQ13 7UP; or
- iii) Email us at: enquiries@ppptakingcare.co.uk

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, PPP Taking Care adopts the principles laid out by the TSA for raising complaints.

SECTION 2: THE LEGAL BIT

These terms apply to all of our products and services

1. LIMITS ON OUR RESPONSIBILITY TO YOU

- 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.
- 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 Selected Services with reasonable care and skill; and
 - v) any other liabilities that cannot be excluded by law.
- 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.
- 1.4. 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.
- 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. EVENTS OUTSIDE OUR CONTROL

- 2.1. Our provision of your Selected Products and Services might be affected by events beyond our reasonable control. If so, there might be a delay in our provision of your Selected Products or before we can restart your Selected 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 Selected Product or Selected 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. 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.

3. GENERAL

- 3.1. No one other than PPP 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.
- 3.2. It may be necessary 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 without your prior consent, but this will not affect your rights or obligations under these terms.
- 3.3. You may only transfer your rights or obligations under these Terms and Conditions to another person if we agree in writing.
- 3.4. These Terms and Conditions contain the entire agreement between you and us in respect of our provision of each of your Selected Products and Services to you.
- 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.
- 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.
- 3.7. The laws of England and Wales will apply to any contract between you and us based on these Terms and Conditions.
- 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.
- 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.
- 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 PPP Taking Care Limited Customer Service Department at Linhay House, Linhay Business Park, Ashburton, Devon, TQ13 7UP, United Kingdom.

SECTION 3 – INFORMATION RELATING TO OUR PRODUCTS AND/OR SERVICES

These terms provide further details in relation to each of our products and services. **Please ensure that you carefully read each section which applies to the product(s) and/or service(s) which you are purchasing.** This section is divided into the following categories, some of which may relate to products or services that you have not chosen to purchase:

- **The Personal Alarm Service** (this covers terms relating to the service for **both** in-home/GSM and GPS personal alarms)
- **The in-home/GSM Personal Alarm Service** (this covers additional terms relating to in-home/GSM Personal Alarm Systems only)
- **The GPS Personal Alarm Service** (this covers additional terms relating to the GPS Personal Alarm System only)
- **The Medical Helpline Service** (this covers additional terms relating to the Medical Helpline Service only)
- **The Key Safe** (these terms apply to the provision of a Key Safe and/or other Additional Items)
- **Warranties Terms** (these warranties apply to any Product which you purchase from us)

These terms apply to the all Personal Alarm Services:

1. THE PERSONAL ALARM SERVICE

- 1.1. We will use our best efforts to provide the Personal Alarm Service **24** hours per day and **365** days per year, and to respond promptly to all emergency alarm calls.



- 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 Key Holders (as defined in paragraph 3 below), doctor or the emergency services. However, please note that:
 - i) we cannot be held responsible if either your Key Holders or an emergency service 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 Key Holders or an emergency service does not act upon the information we give them.
- 1.3. You accept and agree that at all times we are acting as your agent in contacting your Key Holders or the emergency services and we will not be liable whatsoever for any cost or expense which your Key Holders or an emergency service might charge in connection with being contacted in connection with an incident.
- 1.4. If we request an emergency service to attend your incident, we will also inform your Key Holders of the incident.
- 1.5. You are responsible for the security of any PIN numbers, passwords or login details relating to any of your Selected Products and/or Services or your use of our Website.

2. YOUR USE OF THE PERSONAL ALARM SERVICE

- 2.1. We ask that you behave reasonably in your use of the Personal Alarm Service. You must not abuse the service by persistently making emergency alarm calls where assistance is not actually required, and we ask that you do not intentionally and unnecessarily extend the length of your calls.
- 2.2. You must notify us promptly of anything that may affect our ability to provide the Personal Alarm 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 and identity of your doctor;
 - 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 to your Personal Alarm Service).
- 2.3. 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 Personal Alarm Service.

3. YOUR KEY HOLDERS

- 3.1. Where we provide you with a Personal Alarm 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 key holders who we may contact to come to your aid in an emergency or where you otherwise require assistance (your "**Key Holders**").
- 3.2. Please note that if you do not have any local Key Holders we strongly recommend that you have a Key Safe so that the emergency services 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 Key Holders cannot attend.
- 3.3. It is your responsibility to obtain the prior consent of your Key Holders to the disclosure of their personal details to us, and to us contacting them in the event of an emergency.
- 3.4. You will give each of your Key Holders a key to your property and authority to allow access to your doctor and / or the emergency services in the event of an emergency.
- 3.5. It is extremely important that you notify us promptly of any changes to your Key Holders and/or their contact details and of any dates when any of your Key Holders will be away on holiday or away from their usual address or otherwise un-contactable.
- 3.6. You acknowledge and accept that it is your responsibility to nominate trustworthy people to act as your Key Holders. We shall not be liable for any loss, damage or theft to your property or belongings caused because you gave a Key Holder a key to your property.
- 3.7. If you would like us to notify other contacts (e.g. relatives or friends) who are not Key Holders in the event of an emergency you must provide us with their contact details.



These terms apply to the in-home/GSM Personal Alarm Service:

1. BRITISH TELECOM TELEPHONE LINE REQUIREMENT

- 1.1. **WARNING** – The alarm base unit required to access the in-home Personal Alarm Service is currently only approved to work with a telephone line supplied and maintained by British Telecom (BT). However if BT is not your current provider, please contact your provider to check the compatibility of the personal alarm service base unit BEFORE you sign up to our service. If you transfer to a new provider in future, please check the compatibility of the alarm base unit with them BEFORE you transfer.
- 1.2. Prior to purchasing the in-home Personal Alarm Service you must ensure that:
 - i) you have confirmed with your telephone line supplier that your telephone line is compatible with the alarm base unit;
 - 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 Personal Alarm 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.
- 1.3. **NO TELEPHONE LINE?**

If you do not have a telephone line available we will may still be able to provide you with a Personal Alarm Service by using our **GSM Personal Alarm Service** which is specifically designed to operate on a mobile telephone network to allow you to access the Emergency Resolution Centre. Please see the GSM Personal Alarm Service section below for further details in relation to this service.

2. GSM PERSONAL ALARM SERVICE

- 2.1. **WARNING** - The GSM Personal Alarm Service will require a mobile telephone network signal at the premises to access the Emergency Resolution centre. PPP Taking Care cannot guarantee a mobile network signal and is therefore not liable should the connectivity to the mobile telephone network fail.
- 2.2. Prior to purchasing the GSM Personal Alarm Service you must ensure that you have a **mains electrical 13 amp power socket** in full working order.

3. USE OF THE BASIC SYSTEM NEEDED TO ACCESS THE IN-HOME/GSM PERSONAL ALARM SERVICE

- 3.1. To receive the in-home/GSM Personal Alarm Service you will need to have an alarm base unit installed at your premises and an emergency alert button (together the "**Basic System**"). We will provide the Basic System to you so that you can access the Personal Alarm Service, but you acknowledge and agree that the Basic System will remain our property at all times. You therefore agree that you will:
 - i) not sell, dispose of, part with possession of, lend, lease or hire the Basic System;
 - ii) use and operate the Basic System to access the Personal Alarm Service with reasonable care and in accordance with the instructions; and
 - iii) in the case of the GSM Personal Alarm Service you must not remove the SIM card from the Basic System.
- 3.2. To utilise our in-home/GSM Personal Alarm Service we may require access to your premises for the purposes of installing and demonstrating the Basic System), and/or for any on-going maintenance requirements. In these circumstances, the following terms and conditions shall apply:
 - i) you agree to allow our Telecare consultants access to your premises for these purposes and to facilitate easy access to the location where the equipment is to be installed; and
 - ii) 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, **we reserve the right to charge £99 for any re-scheduled appointment.**
- 3.3. Within 10 working days of making your first Personal Alarm Service payment:



- i) for **"We Connect"** (where we will come to your house to install your Personal Alarm) customers, we will install the Basic System at your premises and demonstrate how to use it to access the Personal Alarm Service.
 - ii) for **"Self-Connect"** (where you will install the Personal Alarm yourself) customers:
 - a. we will deliver the Basic System to you together with instructions for installation, testing and use of the Basic System to access the Personal Alarm Service;
 - b. you must make a test call at the time of installation to activate the Basic System and ensure that it is fully operational;
 - c. you are advised to check the range of the emergency alert button on your 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
 - d. if you are unable to install the Basic System yourself or you install it incorrectly and a Telecare Consultant is required to visit your premises to install, re-install or re-set the Basic System (or any part of it), **we reserve the right to charge you £99.**
- 3.4. At the discretion of PPP Taking Care the equipment may be new or previously used and refurbished to an equivalent level of safety and quality.
- 3.5. You will not be responsible for any damage to the PPP Taking Care Products and Services that is caused by reasonable wear and tear or caused by any fault or defect. However, please note that you will be responsible for the cost of replacing or repairing the PPP Taking Care Products and Services (total replacement value approximately £99) if it, or any part of it, is otherwise damaged, lost, stolen or destroyed whilst in your care.

4. BASIC SYSTEM MAINTENANCE AND TESTING

- 4.1. We will provide maintenance services in respect of the Basic System free of charge. This will consist of carrying out inspections, diagnoses and the repair or replacement of the Basic System (or any part of it) made necessary by normal wear and tear.
- 4.2. Maintenance of the Basic System will also be carried out by remote monitoring (at our discretion), and in response to any request made by you.
- 4.3. We will respond to all maintenance requests relating to the in-home/GSM Personal Alarm Service, 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 categorising requests as to either urgent or non-urgent following an assessment of individual circumstances and need.
- 4.4. Please note that we do not provide any maintenance services or additional work required to the Basic System which is a result of:
- i) modifications or additions to the Basic System (or any part of it) made by you;
 - ii) you or a third party moving or attempting to move or tampering with the Basic System (or any part of it) after initial installation by us;
 - iii) misuse or neglect or any accidental damage to the Basic System (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 Basic System (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 Basic System by an insurable event impacting your premises (e.g. fire, flood, storm, theft etc.).
- 4.5. If we, at our sole discretion, agree to carry out any additional work with respect to the Basic System in any of the circumstances listed at 4.4 above, **we shall be entitled to charge you £99 per any such request.**
- 4.6. Please ensure that you test the Basic System and in-home/GPS Personal Alarm System are operating correctly by making a test call at least once a month by activating the emergency button on your device.
- 4.7. Please ensure that you report any fault, problem, damage, loss or theft of the Basic System 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.



5. ADDITIONAL DEVICES

- 5.1. PPP Taking Care supplies additional devices to enhance your use of the Personal Alarm Service including [fall sensors] (each an "**Additional Device**"). The Additional Devices are optional and are only available if you are receiving the Personal Alarm Service from us. They may be purchased at any time whilst using the Personal Alarm Service.
- 5.2. If you have opted to purchase an Additional Device at the same time as ordering your Personal Alarm Service, you agree to pay the prices shown on the Order Form on the date the contract for the sale of the relevant product becomes legally binding. If you choose to order any Additional Device after your Personal Alarms Service has commenced, you agree to pay the price and the installation charges (as confirmed to you by us) on the date you confirm your order using your preferred payment method notified by you to us at that time.
- 5.3. Each Additional Device purchased will be your responsibility from the time of delivery or installation (as applicable).
- 5.4. Please note that other than our obligations as set out above, we do not provide any maintenance services in respect of the Additional Devices and shall not reposition any Additional Device after initial installation, or repair any Additional Device after the end of the Warranty Period (as defined in the Warranty section below) free of charge. Where we, at our sole discretion, agree to carry out any such additional work **you will be charged £99 per request**.
- 5.5. It is your responsibility to test regularly that each Additional Device is operating properly and to replace the batteries (if applicable) or the entire device, if required. PPP Taking Care offers a separate '**Annual Device Checking Service**' for an additional fee which may assist you in this regard – please contact our Customer Services Team on 0800 085 7371 if you are interested in receiving this service.
- 5.6. We will install your Additional Devices 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.
- 5.7. 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 £99 for any re-scheduled appointment**.

These terms apply to the GPS Personal Alarm Service:

1. USE OF THE GPS SYSTEM NEEDED TO ACCESS THE GPS MONITORING SERVICE

- 1.1. **WARNING** - The GPS Personal Alarm Unit will require a mobile telephone network signal at the premises to access the Emergency Resolution centre. PPP Taking Care cannot guarantee a mobile network signal and is therefore not liable should the connectivity to the mobile telephone network fail.
- 1.2. To receive the GPS Monitoring Service, you will require a GPS locating device, a roaming sim and a charger (the "**GPS System**").
- 1.3. In order to charge your GPS System **you will need a 13amp electrical socket**.
- 1.4. We will provide the GPS System to you to enable you to access the GPS Monitoring Service, but you acknowledge and agree that the GPS System will remain our property at all times, unless sold separately. You therefore agree that, unless you have purchased the GPS System separately, you will:
 - i) not sell, dispose of, part with possession of, lend, lease or hire the GPS System;
 - ii) not remove the SIM card from the GPS System; or
 - iii) ensure that you use and operate the GPS System to access the GPS Monitoring Service with reasonable care and in accordance with the instructions provided.
- 1.5. The GPS Monitoring Service is dependent upon the device being sufficiently charged and having sufficient access to both the GPS satellite network and a working data network signal. You acknowledge that we will only be able to respond to calls where these requirements are sufficiently met.
- 1.6. Please be aware that we are not able to guarantee that the location information which we obtain from your GPS System, and which is then provided to your nominated Key Holders, doctor or the emergency services (as applicable), is accurate or up to date at the time it is provided because there may not be



sufficient GPS satellite network or data network coverage to the device which can delay or prevent the device from connecting successfully to our Emergency Resolution Centre.

- 1.7. We do not accept any liability or responsibility if we are unable to provide accurate location information.
- 1.8. If the GPS System is used improperly and not for the purposes of a GPS Monitoring Service you will be liable for any and all charges which might accrue.
- 1.9. In the event that your GPS 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.
- 1.10. If you have opted to purchase the GPS System, ownership of GPS System will only pass to you at the time we receive payment for such GPS System in full. A monthly subscription charge will apply for the monitoring and connectivity for the GPS System to allow for you to access GPS Monitoring Service.

These terms apply to the Medical Helpline Service

1. THE MEDICAL HELPLINE SERVICE

- 1.1. The Medical Helpline Service consists of a **medical support 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 support line) and pharmacists (in relation to the medication information services). These services are further described in your Welcome Pack and on our website which you will find at www.ppptakingcare.co.uk. If you have any questions in relation to the Medical Helpline Services please contact our Customer Services Team on 0800 085 7371.

2. YOUR USE OF THE MEDICAL HELPLINE SERVICE

- 2.1. You or your relatives/friends (your "**Connected Persons**") 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.
- 2.2. 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.**

Please be aware that, unfortunately, the Medical Helpline Service is not available to your Connected Persons if they are 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.

3. TERMINATION

- 3.1. Please be aware that if your contract for the provision of the Personal Alarm 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.

These terms apply to Key Safes

1. KEY SAFE

- 1.1. PPP 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 recommends that you install a Key Safe if you do not have a local Key Holder**. Even if you do have a Key Holder we recommend the installation of a Key Safe to ensure safe access to your premises if a Key Holder is not available.
- 1.2. Without a Key Safe or an available Key Holder, 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.
- 1.3. You are responsible for the security of your Key Safe code.



2. KEY SAFE PAYMENT

- 2.1. If you have opted to purchase a Key Safe at the same time as ordering a Personal Alarm Service, you agree to pay the prices shown on the Order Form on the date the contract for the sale of the relevant product becomes legally binding. If you choose to order a Key Safe after any Personal Alarms Service has commenced, you agree to pay the price and the installation charges (as confirmed to you by us) on the date you confirm your order using your preferred payment method notified by you to us at that time.

3. YOUR USE OF THE KEY SAFE

- 3.1. 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.
- 3.2. Any Key Safe purchased will be your responsibility from the time of delivery or installation (as applicable).
- 3.3. 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 (as defined in the Warranty section below) free of charge. Where we, at our sole discretion, agree to carry out any such additional work **you will be charged £99 per request**.
- 3.4. 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.
- 3.5. 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 £99 for any re-scheduled appointment**
- 3.6. If you have chosen to purchase a Key Safe:
- you must inform us of the Key Safe code for entry into your property and immediately inform us of any changes to it; and
 - 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
 - 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.

Warranty Terms

These terms apply to each selected Product which you purchase from us:

- 1.1. 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 Product will be:
- fully functioning in accordance with the description;
 - free from faults or defects in design, materials and workmanship;
 - safe for the use for which they are intended;
 - of satisfactory quality (within the meaning of the Consumer Rights Act 2015);
 - fit for the intended purpose for which you will use them (within the meaning of the Consumer Rights Act 2015); and
 - installed correctly (if applicable).
- 1.2. You agree to report any failure to function, fault or defect that you have noticed in any Product 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 Product outside of the Warranty Period.



1.3. Provided that:

- i) you notify us during the Warranty Period within a reasonable time of discovery that any Product does not comply with the warranties provided;
- ii) you provide us with a reasonable opportunity to examine such Product; and
- iii) if requested by us, you return such Product to us at our cost,

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

1.4. The terms of this contract shall apply to any repaired or replacement Product supplied by us.

1.5. We will not be liable for the failure of any Product to comply with the warranties set out in Section 3.5 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);
- ii) you have altered, modified or repaired such Product without our written consent;
- 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.