



TELECARE CALL MONITORING AND EQUIPMENT SERVICE AGREEMENT AND TERMS AND CONDITIONS

This an Agreement between Lincolnshire Housing Partnership, (“LHP/We”) and (the customer/You) for the provision of an assistive technology service at the property known as (the Property)

Definition of the Service;

The service is described in this Service Agreement is known as the Telecare Call Monitoring and Equipment Service (“the Telecare Service”). Integral to the provision of the Telecare Service is the provision of equipment (as specified in the Appendix) (“the Telecare Equipment”) to allow you to receive the Telecare Service. LHP will install and maintain the Telecare Equipment in your home and provide a central control system to answer emergency calls 24 hours per day. In the event of the alarm being activated, assistance will be obtained from those you have identified as emergency contacts / Age UK Response Team or the emergency services as necessary.

2. Date of Commencement:

2.1 This agreement shall commence on ****/**/2026** and shall continue until terminated by a minimum of one month’s notice in writing or otherwise for the reasons as set out in Clause 9 of this Agreement.

2.2 The monitoring service will be provided immediately from the time of successful installation and testing of the Telecare Equipment, based on the agreed Service Level (as specified in the Appendix) (“the Commencement Date”).

3. Charges

3.1 The relevant charge will be charged from the Commencement Date. The options available and charge rates are set out in Appendix A.

3.2 The charges are subject to an annual review by LHP and any increase shall come into effect from the 1st April each year. Service of notice in writing to the customer will be given

at least one month in advance in accordance with the terms and conditions of this agreement. In accordance with clause 7.2 below, the Customer has the right to terminate this Agreement on 28 days' notice if dissatisfied with the increase in charges.

4. Methods of Payment

4.1 You may pay monthly or quarterly charges for all services by direct debit online payment, standing order, swipe card which can be used at any Post Office or swipe card outlet

4.2 Accommodation based charges will be payable with rent, and will be charged for 52 weeks over a 48-week period

5. LHP'S Obligations

5.1 LHP will advise the customer as to most appropriate method/type of Telecare Equipment for the customer to receive the Telecare Service.

5.2 The Telecare Equipment is provided solely to the customer in conjunction with the provision of the Telecare Service. The Telecare Equipment shall at all times remain the sole and exclusive property of LHP and the customer shall have no right or interest in the Telecare Equipment except for the right to use the Telecare Equipment in conjunction with receiving the Telecare Service and in accordance with the terms and conditions contained in this agreement.

5.3 LHP agrees to install and maintain the alarm system in full working order. The system will be programmed to LHP Telecare Call Monitoring Centre and will be monitored 24 hours a day for every day of the year. LHP will not be responsible for the failure of the Telecare Equipment due to the failure, or non-compatibility, of the customer's Line supplier. If required for the Telecare Service to be provided effectively, LHP will also install Telecare Equipment that works on a SIM card.

5.4 LHP agrees to install and maintain the alarm system in full working order as a "STAND ALONE" system, in such cases where the customer requests that the system is programmed to a nominated Individual's, (Carer, Family member) wireless telecommunications device, (Pager). LHP will not be responsible for the failure of the Telecare Equipment due to the failure, or non-compatibility, of the customer's Line or device supplier. If required for the Telecare Service to be provided effectively, LHP will also install Telecare Equipment that works on a SIM card.

5.5 LHP will endeavour to site the Telecare Equipment in the best position within the Property. Customers should not tamper with or move the Telecare Equipment as this may cause the Telecare Equipment to not operate properly.

5.6 Customers should acknowledge that it is technically impracticable to provide a fault free service associated use of the SIM Card and neither LHP, nor the SIM card provider undertakes to do so. Coverage maps are an estimate and not a guarantee of coverage. Customers must only use the SIM Card for the purpose for which it was installed.

5.7 LHP's obligations upon receipt of a call received through the alarm system from the customer, in respect of which the monitoring service is provided, shall be limited to responding to a request to contact the appropriate Contact, Emergency Service(s) named on the customer information, subject to the availability of any such service or person, or by Mobile Response if the option had been taken at the time of installation. All information provided under this clause will be held in the strictest confidence and used only for the purpose of the service.

5.8 If a call is received from an occupant of a dwelling through the alarm system without any request to contact the emergency services or any named person(s), LHP's obligation shall be limited to contacting the named person(s) or emergency service which in the absolute discretion of LHP appears most appropriate, subject to the availability of any such service.

5.9 It is LHP's responsibility to advise the customer that all calls made to the Lifeline out of Hours centre will be voice recorded 24 hours a day.

5.10 LHP shall, upon receiving a report of a fault with the telecare system respond within 24 hours for critical faults or at the time of an agreed appointment. Where we are called out for a repair which is then deemed to be no fault of the Telecare Equipment and is a fault with your own telephone line, electrics or other cause you will be issued with a re-charge fee of £40 to cover the Technician costs for a false call out.

5.11 LHP will retain any records of your calls along with a voice recording of each call, for a period of a minimum of six months.

5.12 LHP will operate an annual programme for carrying out maintenance tests and reviews of information on Telecare Equipment by agreement with the customer. You may be charged a fee for replacement parts or Telecare Equipment where that has been caused by your negligence or breach of this Agreement.

5.13 LHP will, should the need arise in the event of an Emergency Alarm Call, contact the Police to gain forced entry to the customer's premises, should the operator and / or Responder be concerned for the customer's welfare. This will not void the customer's option of making a complaint to LHP via LHP's complaints procedure and policy which is available on request. In the event of a pre-arranged appointment, and there is no reply, there will be no attempt to gain entry and a card will be left asking you to contact us to rearrange the appointment.

5.14 LHP reserves the right to subcontract the installation and delivery of all services.

5.15 LHP reserves the right to vary the agreements by giving the customer four weeks [28 days] notice of any variation proposed.

6. The Customer's Obligations

6.1 Upon installation, the customer at the request of the LHP Telecare staff shall carry out a test on the Telecare Equipment by pressing the pendant button once. The customer will be responsible for continuing the test on a regular monthly basis, maintain a working telephone line connection and ensure that any changes to telephones, including numbers of telephones in use, broadband or any automated dialling Telecare Equipment within the property, does not exceed number or limitations as specified by the Telephone Service supplier. If in any doubt, contact the LHP Telecare.

6.2 The customer shall make all necessary arrangements and pay all costs and fees for the provision of a public switched telephone network line to the property:

6.3 It is the responsibility of the customer to ensure that all the necessary information about him/her, to include changes [or new] to medical conditions, and changes to any Contact details of Families, Friends, General Practitioners, any other occupants of the dwelling and any other person (s) to be contacted by LHP in the event of an emergency are notified to LHP on the customer information form. It is the responsibility of the customer to keep this information up to date.

6.4 It is the responsibility of the customer to ensure that any persons named on their customer contact information form or any variation thereof (except doctors, social services, including Home Care Agencies (if applicable) are aware that they have been so named and are in agreement with their names being used for this purpose.

6.5 The Customer will also be responsible for installing a key safe to their property for the safe storage of keys to their property allowing ease of access for Responders f [if premium options taken up], and notifying the Telecare Call Monitoring Centre in the event of a change of lock / entry method, to include changes to key safe codes, and also ensuring identified hazards are removed for the safety of LHP staff or response services.

6.6 The customer is responsible for notifying the LHP Telecare Call Monitoring Centre when he/she is likely to be absent from home for planned periods, and to any change of circumstance including medical contact numbers, responder contact numbers.

6.7 It is the responsibility of the customer to allow LHP access to all parts of the property to test, inspect, repair or recover the Telecare Equipment and to pay LHP the cost of all damage, loss or destruction caused to the Telecare Equipment, other than that arising from wear and tear. In the event of the Mobile Response option, it is the Customer's responsibility to ensure that access is available either by the use of key safe at the property, and relevant codes notified to LHP Telecare.

6.8 LHP Telecare will not be responsible for the failure of the access keys given and any subsequent actions that may require forced entry, which will be undertaken by the Police only, resulting in damage to the property. The LHP Telecare will not be held responsible for any delay in administering first aid or other action due to failure of the keys or failure to gain access within five minutes of arrival, again for key failure. The customer will be responsible for the damage caused by forced entry except where the property belongs to Lincolnshire Housing Partnership.

6.9 If the Telecare Equipment or any part thereof, is lost, damaged or requires service, it is the customer's responsibility to advise the LHP Telecare staff immediately by **telephoning the following number -01205 318588**

6.10 It is the responsibility of the customer to ensure that all charges are paid in accordance with the terms and conditions of this agreement, and a receipt is requested upon installation.

In respect of any charges for which you are liable under these Conditions:

- (a) You warrant that you are not VAT registered
- (b) These charges include VAT and will be adjusted in accordance with any changes to the rate of VAT from time to time
- (c) From time to time, you may be required to pay Charges to one Service Provider on behalf of another for administrative purposes. Where this is the case, you will be notified in writing. You must comply with all written instructions in connection with payment of Charges. Where this is the case, the collecting Service Provider is not the agent of the other and accepts no liability in this regard.

The Service Provider reserves the right to change the payment periods and dates from time to time on reasonable notice and these may differ in certain circumstances, such as the end of a trial period.

6.11 In the event of the customer moving to another address, the Telecare Equipment is not transferable without the prior written consent of LHP.

7. Use of the Customer's Personal Information

7.1 LHP will ensure it meets the collection, access, security and storage requirements of data protection law including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679. A copy of our Privacy Policy in respect to Telecare services is enclosed with this pack, or can be viewed on the LHP website at www.Lincolnshirehp.co.uk or a further copy can be obtained by contacting LHP's Privacy Manager at the following address: LHP, Chantry House, 3 Lincoln Lane, Boston Lincolnshire PE21 8RU or via email to dataprotection@lincolnshirehp.com

7.2 The Customer gives consent, by signing this Agreement, for LHP to process, release, and store both personal and non-personal data including voice recordings of all calls made on its systems and use it to deliver any services to the Customer and;

7.3 Disclosure of all and any relevant parts of the Customer's personal data to those persons (such as named responders and next of kin), organisations, and statutory partners with which it works, where it is necessary for the services the Customer needs or requirements, this may also include Emergency Services and GPs.

7.4 All calls to the LHP Customer Service Centre and Telecare Service are recorded. Both the Customer and LHP shall comply with any respective obligations under the Data Protection Act 2018 and LHP will undertake to ensure that any information provided by the Customer will remain confidential as far as necessary.

7.5 The Customer has the right to access to records relating to the data stored by LHP, to enable any amendments/ additions/ deletions or simply to view. Subject Access Requests must be made in writing to LHP's Privacy Manager via the previous contact methods and are supplied free of charge.

8. Liability

8.1 LHP shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability as a result of the failure of any third party to respond appropriately when called out by the LHP Telecare Call Monitoring Centre.

8.2 LHP shall not be in any way liable for any losses, claims, demands, action, proceedings, damages, costs or expenses or any other liability arising from any breakdown in the monitoring service for any causes whatsoever beyond LHP's control and without prejudice to the generality of the foregoing, LHP shall not be liable for any breakdown in the monitoring service caused by an alarm or as a result of any defect in the failure of telephony equipment or emergency alarm equipment by third party providers, system lockouts, or other events outside of LHP's control. In the event of a forced evacuation or other major problem at LHP's Telecare Call Monitoring centre, continuity of service will be maintained where possible through the disaster recovery plan.

9. Service Termination

9.1 It is the customer's responsibility to use the service responsibly. Where the service is subject to abuse or inappropriate use, LHP may give the customer notice to terminate the agreement. The period to be determined by the type of abuse and can range from immediate to a maximum of 28 days' notice, which upon expiration, terminate and LHP's obligations under it shall cease, but without prejudice to the liability of the customer in respect of any breach of the agreement.

9.2 The customer may at any time terminate the agreement by giving LHP 28 days' notice in writing.

9.3 LHP may terminate this agreement at any time by serving one month's notice on the customer, apart from where charges payable remain unpaid, whereby, if the charges payable under this agreement or any part thereof remain unpaid on the due date, LHP may give the customer 14 days' notice to terminate the agreement unless the charges are paid before the expiration of such notice. The agreement shall upon expiration terminate and LHP's obligations under it shall cease but without prejudice to the liability of the customer in respect of any breach of the agreement.

9.4 In the event of the customer causing or allowing the Telecare Equipment or any part thereof to be removed from the Property without the consent of LHP, the agreement shall immediately terminate but without prejudice to the liability of the customer in respect of such or any breach of the agreement.

9.5 The Telecare Equipment is provided by LHP to the Customer solely in conjunction with the provision of the Telecare Service. Upon termination of the agreement, LHP shall be entitled to remove all its Telecare Equipment and apparatus which may have been placed by it in or upon the customer's dwelling. Failure to return the Telecare Equipment will result in LHP taking action to recover the costs of a replacement.

9.6 Arrangements will be made for the Telecare Equipment to be collected by a representative of the LHP Telecare. Alternatively, the customer, or their agent, may return the Telecare Equipment to the LHP Telecare Call Monitoring Centre; a receipt will be issued when the Telecare Equipment is returned.

9.7 Service Variation, please note, it is the Customer's right to vary this agreement by contacting the LHP Telecare and amend the Service as necessary, e.g. change from Contact Only Service option to Mobile Response Service Option at any time. Such variation to the service provision requires the written consent from LHP.

10. Notices

Any notice or correspondence to be served on LHP in relation to LHP Telecare should be sent to: –

Lincolnshire Housing Partnership
Chantry House
Lincoln Lane
Boston
Lincolnshire
PE21 8SU

For All General Enquiries please ring the LHP Telecare on 01205 318588.

Appendix A

Service Options

The agreed service will be based on the following options and include the current rate for each option: – Please tick the selected service provided below;

Package	Equipment	Lifeline	Price	Tick
Basic Package	<i>Lifeline & Pendant</i>	Smart Hub	£19.68	X
<i>Self-Install</i>				
Couples Package	<i>Lifeline & 2 Pendants</i>	Smart hub	£22.85	
Basic Plus Package	<i>Lifeline & Key Safe</i>	Digital	£22.85	
Reassurance Package	<i>Lifeline & Fall Detector</i>	Digital	£22.85	
Sensor Package	<i>Lifeline, Care Assist & Sensor</i>	Smart hub		
Safety Package	<i>Lifeline, Smoke Detector & Key Safe</i>	Smart hub		
Premium Package	<i>Lifeline, Fall Detector, Key Safe, Age UK Response Service</i>	Lifeline Digital	£40.68	
Any other Equipment added to the above Packages:				

The Response Option gives a response from either a mobile warden or our nominated Response Service at a time of emergency or to respond to a call in with no response from the customer, and when a call is considered by the Operator to require attendance at the customers property for whatever reason, including to give access to the Emergency Services, that may have been called by the customer or operator. In the event of a call by the Responder or emergency services to a confirmed emergency, e.g. a fall, the operator will inform the customers next of kin, close relative or friend as designated by the customer of the emergency and current status of the customer, e.g. still at home, hospitalised, etc.

The Contact Only option will result in an operator, at a time of an emergency call, contact relatives, friends, neighbours or emergency services to respond and ensure the customers welfare. In the event of a response from the emergency services, the operator will endeavour to contact the customer's contacts as given to the LHP Telecare by the customer. LHP Telecare may also contact the customers given contacts for non-emergency events as necessary.

In the event of a no response call for Contact only option, and no reply to designated contacts, LHP Telecare will call the Police who may be required to use forced entry to the property to check on the welfare of the customer, subject to data protection and access rights legislation.

- I/We have read and understood and agreed to the conditions of this Agreement. I/We wish to proceed to procure the Lincolnshire Housing Partnership Telecare Service.**

Name:

Address:

Signature:

Date: