

## Terms & Conditions

This page explains the terms and conditions on which we, Bora Health Limited, trading as 'Lifeline Telecare', supply any goods and services listed on our website [www.lifelinetelecare.co.uk](http://www.lifelinetelecare.co.uk) to you, or purchased directly from us by any other means. For the purposes of these terms and conditions 'Services' means any goods and services listed on our website, or elsewhere, which from time-to-time you purchase, or attempt to purchase. This includes any online purchase, email purchase, attempted purchase, any purchase made on the telephone with an employee of Bora Health, or a nominated representative.

Before ordering any Services, please read these terms and conditions carefully and make sure that you understand them. By ordering any Services you agree to be bound by these terms and conditions. You will need to confirm that you agree to these terms and conditions before you can complete your purchase. Where a purchase is made on the telephone, you should review this document carefully upon receipt and if you are not satisfied with the conditions you have the right to cancel your order for Services within 14 days of receipt of the equipment.

Where viewing this document online, you should print a copy of these terms and conditions and retain them for future reference.

### **1. Who we are**

Here is some more information about us:

- i. We operate the website [www.lifelinetelecare.co.uk](http://www.lifelinetelecare.co.uk).
- ii. We are Bora Health Limited and we trade under the name Lifeline Telecare.
- iii. Our company number is 08724082.
- iv. Our VAT registration number is 222 2469 35
- v. Our registered address is 40 The Looms, Parkgate, Wirral, CH64 6RF.

### **2. Who you are**

By purchasing Services, you confirm that:

- i. You are at least 18 years old.
- ii. You are legally capable of entering into binding contracts.
- iii. You are accessing our website from within the UK if you are acquiring equipment rental or monitoring services. You are accessing our website from anywhere in the world, excluding the United States of America and Canada, if you are purchasing equipment that does not include equipment rental or monitoring services.

### **3. The basis of our agreement**

By purchasing Services you agree that:

- i. Your agreement to our terms and conditions constitutes a binding contract between us.
- ii. The terms and conditions and your order acknowledgement email/letter set out the entire agreement between us.
- iii. When purchasing online, in order to complete any purchase you must check the 'I Accept' box next to the Term & Conditions & Data Protection link on the checkout page.
- iv. Any information, promotional literature, images and/or any other type of information available through our site or sent to you by us does not form part of our contract.
- v. In the event of an inconsistency between the order acknowledgement email/letter and the terms and conditions, the order acknowledgement email shall prevail.
- vi. If your purchase includes 24/7 monitoring range then you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted. Your order constitutes an offer to us to rent/purchase equipment and/or to purchase monitoring services. We will then request the necessary additional information required for us to provide the Services, and for you to pay for the Services. Once you have provided this information the Contract shall come into existence between us and you.
- vii. If you are purchasing equipment from us from any other product category then the order acknowledgement email is a confirmation of your order for the equipment only and the point at which a contract between us comes into existence. Monitoring services are always confirmed in accordance with clause 3 vi.
- viii. Any quotation for the provision of Services is given on the basis that a binding contract shall only come into existence in accordance with 3 (vi) and 3 (vii), above. Quotations are valid for 30 calendar days from the date we give it to you. We reserve the right to withdraw or amend it during this period. We will notify you in writing if we do.
- ix. We reserve the right to revise our terms and conditions from time to time. We will give you notice in writing and at least 30 days in advance of this. In such an event, you will have the option to cancel this agreement without penalty.

### **4. Our obligations to you**

We will:

- i. Post the equipment to you within 1 working day of receipt of appropriate payment and necessary information required for the Services being supplied. All shipping will be via Royal Mail First Class, First Class Recorded and Special Delivery.
- ii. Provide Services with reasonable skill and care.
- iii. Provide Services that are fit for the purpose we say they are fit for.
- iv. Provide Services that are free from material defects in design, material and workmanship.
- v. Provide Services that comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

- vi. Reserve the right to make any changes to the Services necessary to comply with any applicable law or safety requirement. We will notify you in writing should this happen.
- vii. Be fair and reasonable in responding to any complaints made by you.

## 5. Your obligations to us when purchasing a product from a 24/7 monitored alarm

1. Prior to monitoring service activation you must
  - i. Complete the customer information form we send you.
  - ii. Complete the direct debit form we send you.
  - iii. Obtain permission from the key holders provided in the customer information form for us to contact them in the event you activate your personal alarm service.
  - iv. Give the key holders a key to your property, as well as any alarm codes. Alternatively, purchase and install a key safe and provide the key holders with the key safe code.
  - v. If you have a key safe, give us the key safe code and consent to us sharing this code with your doctor or the emergency services.
  - vi. Give key holders the authority to access your doctor and medical records.
  - vii. Treat the goods with care, any damage caused to goods will be your responsibility, fair wear and tear excepted
2. Following installation and monitoring service activation you must
  - i. Carry out a test call as soon as reasonably practicable to ensure that it is working correctly.
  - ii. Where the alarm is landline based, test the pendant range from the base unit to identify any areas of your property that would be out of range.
3. For the duration of our agreement you must (where relevant)
  - i. Co-operate with us in all matters relating to the Services.
  - ii. Ensure that your telephone line is fully operational.
  - iii. Ensure your telephone line is functional with the British Telecom infrastructure (we cannot guarantee that that other providers will be compatible with the Services. Please contact us before agreeing any change in supplier).
  - iv. Be responsible for any costs associated with you changing your telephone provider, including any necessary maintenance visits.
  - v. Give us any information we reasonably require to provide the Services and in a reasonable time frame. Ensure that the information is accurate.
  - vi. Test the equipment monthly.
  - vii. When testing the equipment, notify the respondent at the monitoring centre that it is only a test call as quickly as possible to prevent false alarms.
  - viii. Let us know as soon as possible if the equipment is not working.
  - ix. Let us know in a timely manner of any changes in:
    - a. your contact details
    - b. your medical history
    - c. the identity of a key holder
    - d. the contact details of a key holder
    - e. any key safe access code
    - f. any change in location of any key safe
  - x. Let us know in advance of any periods when you or a key holder are away from home and not be contactable.
  - xi. Wear the pendant alarm button at all times when in the working range of the equipment.
  - xii. Not sell, dispose of, or part with possession of the equipment (where rented).
  - xiii. Maintain suitable insurance to cover the value of the equipment (where rented).
  - xiv. Allow us access to your property to carry out any maintenance required. Our maintenance sub-contractors will always provide identification before entering your property but if you are unsure about anyone who presents themselves at your door, please contact us by pressing your pendant alarm button.
  - xv. Not use the Services or equipment for any commercial purpose (unless agreed otherwise in writing by us).

## 6. Pricing and payment

- i. All our prices quoted are exclusive of VAT. You will need to advise us by completing the appropriate section of the checkout page if you are eligible for VAT exemption. You are responsible for any unpaid VAT if it is later deemed that you were not eligible for VAT exemption.
- ii. Any set-up fees, where applicable, are paid in advance of receiving the Services and are a one-off payment.
- iii. Where a monthly or annual fee is payable, either you will complete the appropriate direct debit information via our online direct debit website page, or you will give us the permission to complete it on your behalf by providing us with your bank account number and sort code. Direct debits will be taken on approximately the same day of the month when you completed your order.
- iv. We reserve our rights to increase our monthly fee. We will provide you notice in writing.
- v. We reserve the right to amend our pricing based on:
  - a. your request for an amendment to the Services being provided.
  - b. your failure to comply with your obligations under this agreement that results in additional costs to us.
- vi. Late payments may be subject to an additional interest charge of 4% per year above the base rate of Barclays Bank. This interest shall accrue on a daily basis from the due date until the date of actual payment. You must pay us interest together with any overdue amount.
- vii. We reserve the right to cancel the Services if you do not pay us on time. We further reserve our rights over any other remedies that we may have.

## 7. Use of rented equipment

Where you are renting equipment you agree to the following:

- i. We permit you to use the equipment for the duration of the agreement only. The equipment will at all times remain our property and you shall have no right to the equipment other than the right of possession and use (in line with this agreement).
- ii. You will treat the equipment with utmost care.
- iii. On termination of the agreement for any reason, you shall:
  - a) promptly and thoroughly clean the equipment; and
  - b) return the equipment to us by recorded post and in good working order within 10 working days of the date of termination.
- iv. Upon receipt of the returned Equipment, we will inspect the equipment for damage (other than fair wear and tear) and we reserve the right to charge reasonable additional sums for any such damage that has occurred.
- v. Failure return the equipment shall result in an amount owing to us of £249.99 (plus VAT where applicable)

#### **8. Use of a 24/7 monitoring service**

You acknowledge that each time you activate the personal alarm service, for whatever reason including any malfunction of the equipment, your telephone provider will charge you for such calls in accordance with their terms and conditions. We accept no liability for the cost of any calls, however caused.

#### **9. Use of the mobile 24/7 monitoring service**

Your monthly fee includes all call, text and data charges associated with contacting the monitoring centre. This is subject to a fair use policy and we have the right to cancel your service with 30 days' notice should you use excessive volumes of calls, texts and data for two or more consecutive months. Excessive use is classed as the call/text/data charges combined exceeding 75% of your monthly fee. At our discretion, we may offer you a higher monthly fee should you wish to continue the service, and maintain your usage levels.

#### **10. Damage to property as a result of the emergency services being called**

In the event that the personal alarm service is activated and either:

- a) we cannot make contact with you, or
- b) we cannot contact a key holder who can attend your property, or
- c) you do not have a key safe or have not given us the access code

That we will not be responsible for any damage caused to your property by the emergency services to gain access to your property.

#### **11. Automatic Fall Detection**

Where you have purchased or rented equipment with an automatic fall detection feature you understand and accept that the equipment will not detect 100% of falls. Falls can come in many different ways and the fall detector is not guaranteed to detect every fall. We recommend that the user manually activates the device whenever possible.

The fall detection technology in the products we supply do not allow analysis and interpretation of all fall situations. Soft falls, slumping falls, descent controlled falls against a wall or a chair, etc...may not be detected by our products. In spite of their capabilities considering the technologies used and the target to minimise false alarms, all falls even dangerous-heavy falls cannot be detected, this is the reason why the presence of the manual trigger on the products remains vital for the user and should be used whenever possible.

#### **12. 24/7 Monitoring Services**

Where you purchase any product with 24/7 monitoring (excluding Mobile Alarms) you agree and understand that the alarm base unit, standard push button pendant, power plug, telephone cable and are with you on a leased basis and must be returned when you no longer subscribe to the service. Failure to return the equipment will result in £249.99 (plus VAT where applicable) being owed to us. You accept that we will use appropriate legal recourse to recover this money and any costs associated in doing so.

If you purchase any additional equipment for your 24/7 monitored service then you own this additional equipment outright, and it does not have to be returned to us.

Our quarterly package has no minimum contract terms, any amounts already paid when cancelled are non-refundable. Our 12 month package is a 12 month agreement, paid in full in advance, and as non-refundable.

#### **13. Mobile and No-Landline Alarms**

By purchasing a Mobile or No-Landline Alarm, you understand that these devices work using a combination of mobile phone signal (GSM) and/or GPS location signal. We are not responsible, in any way, for any failure of a product or service based, arising from our in consequence of a total or partial failure of the GSM or GPS signal. You acknowledge in purchasing this type of equipment that mobile phone signal can be unreliable, and signal quality can vary dramatically from time to time, even in the same location. We are not responsible in any way when the product does not connect with, or is unable to connect to, the mobile phone or GPS networks.

It is your responsibility to ensure that there is sufficient credit on your SIM card based device, where credit is needed. We are not responsible, in any way, for the device not operating because there was insufficient credit. This includes failure to top up credit, failure to register for low credit alerts and failure to receive low credit alerts.

#### **14. Cancellation**

- i. You can cancel your order within 14 days of delivery or installation of the equipment by notifying us in writing
- ii. In the event that you cancel, you are responsible for the cost of returning any equipment. You are also responsible for the equipment until it is received by us
- iii. We will refund you any sum paid within 14 days of our receiving the equipment back from you in good condition
- iv. We reserve the right to refuse a refund or offer a partial refund if you return the equipment incomplete, damaged or more than 14 days after we received your notice of cancellation
- v. Any Services used will be deducted on a pro-rata basis

#### **15. Warranty for Services**

- i. We warrant that on delivery of any equipment that you have purchased outright that it will be covered by a warranty for 12 months. In the unlikely event that the equipment has or develops a fault in the warranty period then you will notify us as soon as possible and, at our absolute discretion, we will either repair or replace it. Repairs will only be considered if the equipment is sent back to us. We will bear the cost of all postage for faulty equipment purchased.
- ii. We warrant that on delivery of any rented equipment that the goods will be free from defect and fit for the purpose we intend it to be used for. This will apply for the duration of the agreement. In the unlikely event that the equipment has or develops a fault then we will, at our absolute discretion, either arrange for a maintenance visit or replace the equipment. We will use every effort to resolve the issue as soon as possible.
- iii. There is no warranty for any damage caused to the equipment arising from fair wear and tear, willful damage, accident, negligence by you or any third party or use of the equipment by you in a way that is not recommended in the user guide or manufacturer's instructions. We reserve the right to charge you for any repairs or maintenance that are as a result of your, or a third parties, actions.

#### **16. Limitation of liability**

- i. Nothing in these terms and conditions are intended to exclude our liability where we are not allowed to do so by law
- ii. We will only be liable for the reasonable and foreseeable losses you may suffer or incur as a result of our breach of this agreement. These losses will be limited to a sum equal to the aggregate of all payments made to us by you
- iii. We will not be liable for any losses, to you or any third party, under breach of contract, statute, common law, torts, misrepresentation or custom that relate to a loss of income, revenue, profit, business, anticipated savings or data
- iv. Where there has been an obvious pricing error on our part, we are not obliged to sell at the incorrect price. As soon as we become aware of the pricing error we will let you know and inform you of the correct price. You will have the option to cancel without any penalty.
- v. We are not liable for any delay or non-performance of the Services due to your failure to provide the necessary information for us to provide the Services. This applies both at the outset of the agreement and throughout its duration
- vi. We will not be liable for any costs, interruptions to the Services or maintenance fees payable as a result of you changing your telephone/internet provider and that affecting your Service

#### **17. Events outside of our control**

We will not be liable for any delayed performance of, or a failure to perform, any of our obligations under this agreement as a result of event outside of our control. Events outside of our control are commonly known as a 'Force Majeure Event'. Force Majeure Events include (but are not limited to):

- i. acts of God
- ii. unavoidable casualty,
- iii. delays in delivery of materials,
- iv. embargoes,
- v. government orders,
- vi. acts of civil or military authorities,
- vii. acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or
- viii. any similar unforeseen event that renders performance not commercially viable.

Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under this agreement can be performed despite the Force Majeure Event.

#### **18. Intellectual property**

We retain the rights to all copyright, design and all other intellectual property rights in any and all equipment, documentation, marketing literature and/or similar that we provide to you in connection with the Services. You may not use anything listed in this clause for any commercial purpose

#### **19. Assignment**

You may not transfer any of your rights or obligations under this agreement to another person without our prior written consent, which will not be unreasonably withheld. We can transfer all or any of our rights and obligations under this agreement to another organisation, but this will not affect your rights under this agreement.

#### **20. Data protection and your personal information**

We only use your personal information in accordance with our Privacy Policy. You can read this at [www.lifelinetelecare.co.uk/privacy-policy](http://www.lifelinetelecare.co.uk/privacy-policy). Our Privacy Policy may be updated from time to time.

#### **21. Supervisory authority**

The Financial Conduct Authority (FCA) of 25, The North Colonnade, Canary Wharf, London, E14 5H3 is the supervisory authority for consumer credit. Bora Health Limited is registered with, and regulated by, the FCA.

#### **23. Complaints**

If you have any complaints about our Service please contact us at Bora Health Limited, 40 The Looms, Parkgate, Wirral, CH64 6RF or at [info@lifelinetelecare.co.uk](mailto:info@lifelinetelecare.co.uk)

#### **24. General Conditions**

- i. If any provision of this agreement is deemed to be invalid, unlawful or unenforceable to any extent by a competent authority then the remaining terms and conditions will continue to be valid to the fullest extent permitted by law.
- ii. Failure to exercise our rights or remedies under this agreement does not constitute a waiver of said rights or remedies. Any waiver is only valid if it is given expressly in writing.
- iii. A person who is not a party to this agreement shall have no rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- iv. You agree that this agreement is governed by English law and that the English courts have exclusive jurisdiction.