



Terms and Conditions

In these terms and conditions, "Careline24" means Telecare24 Ltd T/A Careline24; "the goods" means any item of whatsoever nature or part thereof or service which is to be sold or supplied by Careline24; "the Customer" means the person who buys or has agreed to buy the goods.

1. Acceptance of orders

1.1 Careline24 contracts for the supply of goods and/or services only subject to these Conditions and all terms and conditions in the Customer's order or enquiries inconsistent therewith shall be of no effect. 1.2 The terms and conditions contained herein shall constitute the entire agreement between Careline24 and the Customer and any modification to these Conditions will be binding only if it is evidenced in writing signed on behalf of Careline24 and such evidence contains a specific reference to these Conditions being modified. 1.3 No contract governed by these Conditions shall be a sale by sample unless Careline24 expressly agrees in writing.

2. Description of Service & Contract Period

2.1 Careline24 provide via this agreement a personal safety alarm monitoring service which operates 24hrs a day, 365 days a year to respond to alarms raised by the customer using the supplied personal safety alarm equipment. 2.2 Careline24 supply to the Customer, on a rental basis and for the Customers exclusive use, a personal alarm monitoring package consisting of (but not limited to): a) A personal alarm base unit b) A pendant alarm unit or similar 2.3 The contract period on the careline alarm equipment and monitoring shall be on an annual basis and shall start from the date of Customer Order or from the date of dispatch to the customer of the careline alarm equipment, whichever shall be the latter. 2.3.1 The customer will be liable to pay a restocking fee of £30 to Careline24 upon the return of any equipment after the initial 14 day cooling off period. The cooling off period commences from the date of delivery. 2.3.2 Failure to return all equipment in a satisfactory condition will result in a charge to the customer of £120 +VAT. 2.2.3 At the end of the initial contract period this agreement shall automatically renew on an annual basis unless the customer provides the required cancellation notice. The renewal will be based under the whole of the terms and conditions contained within this agreement. Details relating to the cancellation of the service after the initial period are outlined in section 10.

3. Payment

3.1 The time of payment shall be of the essence of any contract to which these Conditions apply and unless otherwise expressly stated payment shall be due on or before 14th day after the date of invoice. The rental charges shall be payable either annually in advance and will be collected via direct debit from the customers nominated bank account. 3.2 The Customer shall not be entitled to make deduction from any payment due to Careline24 in respect of any set-off or counterclaim unless both the validity and the amount thereof have been expressly admitted in writing by Careline24. 3.3 Careline24 reserves the right to review options available to customers, including price plans, from time to time. Customers will be given a minimum of 30 days notice of

any price changes. 3.4 Any discounts or special offers, including free month offers that are



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applied to any plan at the point of purchase are valid for the initial 12 months only. Subsequent annual renewals will revert the Careline24 annual standard pricing of £165 per annum.

4. Transfer of property

4.1 Unless purchased outright, the goods shall remain the sole and absolute property of Careline24 as legal and beneficial owner and Careline24 reserves the right to dispose of the goods until such time as payment in full for all the goods, the subject of a contract to which these Conditions apply, together with the full price of any other goods, the subject of any other contract with Careline24, has been received by Careline24 or until such time as the Customer sells the goods. If such payment is overdue in whole or in part, Careline24 may (without prejudice to any part of its other rights) recover or resell the goods or any of them and may peaceably enter upon the Customer's premises where they are or where they are reasonably thought to be stored for the purpose of repossessing the same. 4.1.1 The dispersed alarm unit and pendant (or wrist trigger) are rented to the customer for the duration of the contract and remain the property of Careline24 until such time as the customer purchases the items by written agreement. 4.2 Until such time as the Customer becomes the legal and beneficial owner of goods, the Customer will store them and will procure that they are stored separately from its own goods or those of any other person and in a manner which makes them readily identifiable as Careline24's goods. 4.4 Each sub-clause of this Clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

5. Risk and insurance

5.1 Subject as hereinafter provided, the goods are at the Customer's sole risk (and the Customer shall be under a duty to insure the goods to their full value) from the occurrence of the first point in time of any of the following events: (1) the passing of property to the Customer as provided for in Condition 5 of these Conditions; or (2) the physical delivery of the goods to the Customer's address by Careline24. 5.2 Careline24 will be under no obligation to affect insurance of the goods once risk has passed to the Customer. 5.3 Any cost for replacing equipment damaged by storms and other adverse weather conditions must be met by the Customer. The cost of replacement equipment can be claimed from home contents insurance policies. 5.4 Whilst the goods are in the possession of the Customer and before property in the goods has passed to the Customer, the Customer shall keep the goods properly maintained in the same condition as that in which they were delivered and shall make good any damage or deterioration. The Customer shall be entitled to install goods in his possession in accordance with Careline24's installation instructions or manuals.

6. Delivery

6.1 Orders will be delivered as soon as reasonably practicable and Careline24 reserves the



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right to deliver by instalments in such quantities as Careline24 thinks fit. 6.2 Where delivery of the goods is made in instalments, each instalment shall be construed as constituting a separate contract to which all the provisions of the Conditions shall (with any necessary alterations) apply. 6.3 In the event of any failure to make delivery or delay in delivery, the Customer shall have no claim whatsoever against Careline24 for any direct or indirect or consequential loss or damage of any kind. 6.4 Without prejudice to any rights of Careline24 hereunder, if the Customer shall fail to give on or before the time Careline24 is ready to deliver the goods, all instructions reasonably required by Careline24 and all necessary documents, licenses, consents and authorities for forwarding the goods or shall otherwise cause or request delay, the Customer shall pay to Careline24 all reasonable storage and other costs of whatever nature incurred or arising from such delay. 6.5 The Customer must inform Careline24 within seven days of any goods which are delivered in a damaged state or of any shortfall in any delivery. Deviations in quantity of goods delivered from those stated in any contracts to which these Conditions apply shall not give rise to a right to reject on the part of the Customer and the Customer shall have no right to claim for damages for breach of contract, but the Customer will only be obliged to pay at the contract rate for the quantity of the goods delivered.

7. Limitation of liability

7.1 Careline24 warrants that it will (at Careline24's choice) repair or replace, or refund the full purchase price of any goods which are accepted by Careline24 as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of Careline24 in respect of the goods within a period of 12 months from dispatch of such goods from Careline24 works ("Warranty Period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Customer's only remedy will be against that third party. In respect of services, if Careline24 accepts within the Warranty Period that it has failed to execute the services in accordance with the express terms of the Contract, Careline24 may, at its option, perform again such of the services as have not been carried out in accordance with the express terms of the Contract or repay the Customer the charge for such of the services as have not been so performed (provided such charge shall have been paid to Careline24 by the Customer). The Customer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the goods or services or any workmanship in relation to them (whether or not involving negligence on the part of Careline24) shall, in all cases, be limited to repair, replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the Warranty Period; and Careline24 shall not in any circumstances be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would

otherwise by available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment or any part of it shall not entitle the Customer to cancel or refuse delivery of or payment for any other delivery or instalment or any part of the same, delivery or instalment. Terms & Conditions of Service 7.2 Careline24 accepts no liability in respect of any defect in or failure or malfunction of any goods or

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services supplied for any loss, injury or damage attributable, directly or indirectly thereto where such is caused in whole or in part by: (1) the repair, adjustment and/or alteration of the goods supplied by anyone other than Careline24 without prior written consent of Careline24; or (2) the installation, maintenance and/or operation of the goods supplied otherwise than in strict accordance with the instructions accompanying the same; or (3) the use of any equipment in conjunction with the goods supplied where such equipment is manufactured by some person other than Careline24. 7.3 The Customer shall not be entitled to rely on any oral statement or representations made by Careline24 or by Careline24 employees, agents or servants and the Customer acknowledges that it will only rely on written data and specifications supplied by Careline24. 7.4 Except as provided in 7.1 and 7.2 above, all representations, guarantees, undertakings, conditions or warranties, expressed or implied, statutory or otherwise in relation to the goods are hereby expressly excluded, provided always that the statutory rights of the Customer, in the case of a consumer sale, shall remain in full force and effect.

8. Indemnity

The Customer shall comply with all instructions of Careline24 or any other manufacturer in relation to the fitting, installation, service and use of the goods and, notwithstanding such compliance, the Customer shall keep Careline24 fully and effectually indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature and wheresoever arising, including, without prejudice to the generality of the foregoing, claims for damage to property and consequential loss (including loss of profit) which may be made against Careline24 or which Careline24 may sustain, pay or incur arising out of or in connection with the supply, fitting, installation or use of the goods.

9. Force majeure

If Careline24 is prevented from fulfilling any order or contract within a reasonable time by reason of any cause beyond its reasonable control including, without prejudice to the generality of the foregoing war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes, lockouts, industrial action, accident, technical problems with transportation, natural disaster, storm, flood, fire earthquake, delay in delivery to Careline24 of any goods or material or interruption of transport it shall be under no liability to the Customer and shall be entitled at its option (to be notified in writing to the Customer) either to cancel any contract to which these Conditions apply or without any liability, to extend the time or times for delivery or otherwise performing such contract by a period at least equivalent to that during which such delivery or

performance has been extended by any of the restrictions hereinbefore referred to.

10. Termination

10.1 Careline24 reserves the right to terminate this agreement forthwith at any time on seven days' notice in writing and Careline24 shall not be obliged to give any reason for determining this agreement in this manner. 10.2 Without prejudice to Clause 10.1 Careline24 may determine this agreement forthwith if the Customer: (1) has made any material misstatement in the particulars supplied to Careline24 from time to time; or (2) fails to pay

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any sums payable under this agreement (or under any other agreement between Careline24 and the Customer) in full within 14 days after such sums have become due (whether demanded or not); (3) commits a material breach of any of the other terms or conditions (whether express or implied) of this agreement (or of the terms and conditions of any other agreement previously mentioned); or (4) if any distress, execution, or other legal process is levied on or against the goods or any part of the goods, or against any premises where the goods is, or against any of the Customer's goods or other property, or the Customer permits any judgment against it to remain unsatisfied for seven days; or (5) if the Customer, being an individual, dies, suffers an interim order (within the meaning of the Insolvency Act) to be made against him or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order; or (6) if the Customer, being a body corporate, enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an administrator under the provisions of part II of the Insolvency Act, or is deemed by virtue of section 123 of the Insolvency Act to be unable to pay its debts; or being an individual suffers from mental disorder and either: (a) the Customer is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the Customer's detention or for the appointment of a receiver, curator bonus or other person to exercise power with respect to the Customer's property or affairs; or (8) dies. 10.2 In the event the Customer cancels within the initial 12 month contract, no refund will be due. At cancellation, a Restocking Fee of £30 will be charged. Should the Customer wish to cancel during second and subsequent years, any refund due will be calculated on pro rata basis less the Restocking Fee. 10.3 The initial fee is non-refundable.

11. Assignment and subcontractors

11.1 The Customer or the Company shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any person whatsoever. 11.2 Careline24 shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Customer.

12. Law

Any contract to which these Conditions apply shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

13. Headings

The heading shall not affect the meaning or interpretation of these Conditions.

14. Consumer sales

Nothing in these Conditions shall affect the statutory rights of any person dealing with Careline24 as a consumer.

15. Software license

All material comprising Careline24 software, its associated manuals and other written materials, will be subject to the Careline24 Telecom License Agreement. A copy of this agreement will be sent with these terms and conditions, if appropriate.

16. Health and safety

16.1 The Customer agrees to pay due regard to any information or any revised information whenever supplied by Careline24 (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Customer undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the goods will be safe and without risk to health at all times as mentioned above. For these purposes, the Customer is deemed to have been given a reasonable opportunity to test and examine the goods before delivery. 16.2 Where the Equipment is classified as a medical device (which shall be notified to the Customer prior to delivery of the Equipment) the Customer agrees to maintain a system of records satisfactory to the Company for the purpose of identifying such Equipment and which will ensure that all such Equipment can be located or traced at all times and the Customer will produce such records to the Company on demand.

17. Notices

17.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission. 17.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

18. Invalidity

The invalidity, illegibility or unenforceability of any provision of these conditions should not affect the other conditions.

19. Third party rights

A person who is not party to this agreement shall have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.