



Name and ID (office use only)

Grid of 14 empty boxes for name and ID entry

Legal Agreement for the Provision of the All OK Reassurance Service

Service Agreement

North Herts Council ("The Council") will provide to the client ("the Client") an assistive technology service at the property detailed on page 6 of this Agreement ("The Property").

1. Agreement Commencement and Term

1.1 This Agreement will start at the end of the Cancellation Period (see Section 8 below) unless the Client requires the All OK Reassurance Service to commence within the Cancellation Period...

1.2 Should the Council change the Terms and Conditions as set out in this Agreement, it shall post a revised version of this Agreement on the website cited in clause 6.5...

1.3 Where applicable, a monthly charge for the All OK Reassurance Service ("the Service Charge") must be paid in advance as long as this Agreement continues or at other regular intervals as agreed between the Council and the Client.

1.4 The minimum period of the All OK Reassurance Service is one calendar month, save for the provisions of clause 2.5 unless otherwise advised by the Council.

1.5 Subject to the provisions of Section 5 of this Agreement, the Service Charges will be subject to an annual review on 1st April each year while this Agreement continues and any increase in charges will be advised to the Client in advance of the increase.

1.6 Any amendments to this Agreement will be communicated to the Client in writing. The Client's continued use of the service following the notification of such amendments will constitute acceptance of the changes.

2. Charges

2.1 Where applicable, a monthly charge for the All OK Reassurance Service ("the Service Charge") must be paid in advance as long as this Agreement continues or at other regular intervals as agreed between the Council and the Client.

2.2 The minimum period of the All OK Reassurance Service is one calendar month, save for the provisions of clause 2.5 unless otherwise advised by the Council.

2.3 Subject to the provisions of Section 5 of this Agreement, the Service Charges will be subject to an annual review on 1st April each year while this Agreement continues and any increase in charges will be advised to the Client in advance of the increase.

increase. The Client shall have an opportunity to cancel this Agreement within a period of 6 weeks from the date on which the Client is notified of the increased charges without penalty. For the avoidance of doubt, the Client will be required to pay the Service Charges up to the end of the calendar month in which the Council receives notification of termination – see Section 5.

2.4 Statements will be sent to the Client by the Council where applicable for the Service Charge and the cost of any other Client-Owned Goods or services that have been agreed by the Client and those in connection with clauses 3.4, 3.6, 3.7, and 3.15 of this Agreement. Payment will be arranged by the Client by direct debit or other means as agreed between the Council and the Client or their representative.

2.5 In the event that this Agreement commences during the Cancellation Period, but the Client then cancels this Agreement during the Cancellation Period, the Client may be required to pay the Council's reasonable charges for the period for which the All OK Reassurance Service was supplied.

### **3. Client Obligations**

3.1 The Client will pay the applicable Service Charge referred to in Section 2 of this Agreement on the due date for payment.

3.2 The Client will notify the Council of the names, addresses, and telephone numbers of the persons nominated as emergency contacts who may be called upon by the Council in an emergency and the Client must inform the Council of any changes regarding these persons and/or their particulars. It is the Client's responsibility to inform their emergency contacts that they have been nominated to attend the Client's property if the situation warrants it. The Client or their representative shall advise the Council of any planned period of absence of the Client and/or his/her emergency contacts.

3.3 In the event of an emergency where the Client or the emergency contacts referred to above cannot be contacted or are unable to attend the Property, the Council reserves the right to call out the police or other emergency services who may have to force entry into the Client's property. The Council will not be liable for any damage occasioned or costs incurred by the forced entry.

3.4 The Client shall be responsible for the maintenance and repair of all Client-Owned Goods.

3.5 The Client will allow a representative of the Council reasonable access to the Property to carry out any necessary tests, alterations, or repairs to the Assistive Technology Equipment and for the recovery of the Assistive Technology Equipment as and when deemed appropriate by the Council.

3.6 Where appropriate, the Client will install a key safe which will contain a house door key for emergency access, and it is the Client's responsibility to notify their insurance provider and/or landlord of its installation. Where a key safe forms part of the service, the Client will also ensure that the Council is provided with an up-to-date code for the key safe and that the right key is always stored within the key safe. It is the Client's responsibility to ensure that the key is returned to the key safe following the use of the key safe.

3.7 Where the All OK Reassurance Service necessitates the provision of a telephone landline connection at the Property, the Client must provide this, including an extension lead as may be necessary, and agrees to pay all costs associated with it.

### **4. Council Obligations**

4.1 The Council will provide the All OK Reassurance Service to the client.

4.2 If the time chosen for your reassurance call is popular, there may be a delay in sending the call to your phone. For example, if you choose the 9am slot and many people do, it will be at some point between 9am and 10am that the call is made to you.

4.3 Unless the Council dictates otherwise, the Council has no responsibility to pay the Client compensation for financial loss for any information which is lost or corrupted or for any loss that could not have been reasonably expected. The

Council will not be liable to the Client for any losses that they may suffer if they have used the service or equipment the Council has provided for business purposes.

4.4 Subject to requirements by law, unless the Council dictates otherwise, the Council has no responsibility to pay the Client compensation for loss of services offered by the Council in this Agreement for any events which are beyond its reasonable control, which may include but without limitation lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes.

4.5 Unless the Council dictates otherwise, the Council has no responsibility for the performance of or damage caused by Client-Owned Goods after the point of sale to the Client save for the provisions of clause 4.6.

4.6 Nothing in this Section affects the Client's statutory rights relating to Assistive Technology Service or Client-Owned Goods which are faulty or have been described wrongly.

4.7 If any paragraph that limits the Council's responsibility to the Client is disallowed or is not effective, the other paragraphs will continue to apply.

## **5. Termination and Variation of the Agreement**

5.1 Either party may terminate this Agreement for any reason on at least 30 days' prior written notice to the other. However, if the Client wishes to cancel this Agreement within the first 14 calendar days following signing this Agreement, please refer to Section 8. Where the Client is not able to terminate this Agreement due to incapacitation or death, the Council will accept written instruction from the following:

- The Client's nominated Responder(s)
- The Client's cited next of kin
- The Client's appointed Executor(s)
- A person who has a relevant Lasting Power of Attorney (LPA) or Enduring Power of Attorney (EPA)
- A person appointed by a Court to manage the Client's affairs

5.2 Accounts will only be closed upon full settlement of any outstanding Service Charge and/or the cost of any other goods or services that have been authorised by the Client prior to their incapacitation.

5.3 Any variation to the Careline Service under this Agreement or to the Agreement itself will only be valid when agreed in writing between the Council and the Client or in accordance with clause 1.6.

5.4 The Council will not refund the Client, their agent, or estate the costs of the Careline Service for periods of service less than the period set out in clause 2.2.

## **6. General Conditions**

6.1 The Client may have access to written records relating to them held by the Council as a result of this Agreement. Requests must be made in writing to the Council and information will be supplied at a cost of £10 per request (see Contact Details in clause 6.6).

6.2 All calls to Hertfordshire Careline, which is the Council's Operations Centre at Council Offices, Letchworth Garden City, Hertfordshire, are recorded. Telephone numbers for Careline can be found in the Service Pack. Both the Client and the Council shall comply with any respective obligations under the Data Protection Act 2018 and the Council will undertake to ensure that any information provided by the Client will remain confidential save for the content of clause 6.3.

6.3 From time to time, the Council may be obliged by law or order of the court to disclose the Client's personal information or information relating to this Agreement to meet any legal or regulatory requirements or obligations – for example, law enforcement agencies are able to require telephone-related information from the Council where it is relevant to their investigations into criminal activity. Also, the Council is obliged to abide by the provisions of the Freedom of Information Act 2000 and allied legislation. In such circumstances, the Council shall be released from its duty of confidentiality.

6.4 The Council reserves the right to refuse or cancel connection to the All OK Reassurance Service for any reason.

6.5 The Council has a complaint handling policy which is supplied upon request and available at [www.care-line.co.uk](http://www.care-line.co.uk). Where the Client needs to contact the Council in connection with the Careline Service, the Council can be contacted as below:

- Herts Careline
- P.O. Box 10613 Nottingham NG6 6DW
- Tel: 0300 999 2 999
- E-mail: [CarelineSupport@north-herts.gov.uk](mailto:CarelineSupport@north-herts.gov.uk)
- Website: [www.care-line.co.uk](http://www.care-line.co.uk)

6.6 No liability shall attach to the Council for any defect or failure of the client's telecommunications equipment, its connection to the Customer Call Centre, or any delay in carrying out repairs or failure to provide the service for any reason unless caused by the negligence of the Council or its agents.

6.7 No liability shall attach to the Council for any damage to the client's home due to any defect, failure, or installation of the equipment unless caused by the negligence of the Council or its agents.

6.8 The Council reserves the right to sub-contract the Careline Service or any other service which relates to the provision of the Careline Service under this Agreement and to assign the benefit of this Agreement to any third party without the Client's consent.

## **7. Use of the Client's Personal Information**

7.1 The Council is responsible for protecting the public funds it manages. To do this, it may use the information held about the Client to detect and prevent crime or fraud, and the Council may also share this information with other bodies that inspect and manage public funds. For the purposes of the Data Protection Act 2018, the Council's Head of Customers is the Council's Data Controller (the holder, user, and processor) of the information and will keep all information safe and secure. If the client would like to know more about what information is held about them or the way the Council uses the Client's information, then the Client can either view the Council's website at [www.north-herts.gov.uk](http://www.north-herts.gov.uk) or contact the Council's Information Team at the following address: Council Offices P.O. Box 10613 Nottingham NG6 6DW.

7.2 The Client gives consent by signing this Agreement for the Council to:

7.2.1 Store their personal data, including voice recordings of all calls made on its systems and use it to deliver any services to the Client; and

7.2.2 Disclose relevant parts of the Client'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 Client needs or wants or where required to disclose by law, for example, to social services where it encounters safeguarding issues, and this may also include Emergency Services and GPs.

7.2.3 The Council may also share the Client's contact details with third parties only for the purpose of those third parties offering goods and services to the Client which may be of assistance to them, and this may mean that the Client receives marketing literature in the post or marketing telephone calls or emails. The Client is required to consent to the sharing of data in this manner and can withdraw consent at any time by contacting the Council. A box is included at the end of this Agreement for the Client to confirm or refuse consent.

7.2.4 When sharing personal data with partners, the Council will be responsible for ensuring that this is transmitted in a secure way.

7.2.5 The Service User gives consent by signing this Agreement for the Council to process, release, and store both personal and non-personal data as set out in Schedule 2, the Privacy Policy which can be found at [www.care-line.co.uk/privacy](http://www.care-line.co.uk/privacy). A copy can be sent to you upon request.

7.2.6 If providing an email address for invoice purposes, the Client gives consent for the Council to email invoices and account statements to the email address and understands that this might contain personal information.

## **8. Cancellation Notice**

8.1 The Client is entitled to an initial “cooling off” period and has 14 calendar days from the date of signing this Agreement to cancel the Agreement (the “Cancellation Period”) by either completing and returning the cancellation notice supplied or by the client submitting by either letter or email a clear statement confirming the decision to cancel this Agreement. Clients exercising their cancellation rights as set out above will be given a full refund of any money paid to the Council in advance in respect of the Service except in circumstances where the Client has requested commencement of this Agreement within the Cancellation Period, in which case the charges specified in the Schedule will apply. Where the Client cancels this Agreement after the Cancellation Period has come to an end, then the Council alone (acting reasonably) will decide what proportion (if any) of money paid by the Client for the Service will be refunded to the Client. The Cancellation Period starts on the day after this Agreement is made.

## **9. Miscellaneous**

9.1 It is the Council’s responsibility to supply the Client with goods that meet the Client’s consumer rights. If the Client has any concerns that the Council has not met its legal obligations, then they should contact the Council at the address in clause 6.5.

9.2 This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England. If any term, condition, or provision contained in this Agreement shall be held to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality, or enforceability of the remaining parts of this Agreement.

9.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **10. Contact Permission**

The Council would like to keep its Service Users informed of news and developments regarding its independent living services and those of other reputable local not-for-profit providers. The Council will treat Service User data with respect and it will never sell Service User data or release it to other organisations for marketing purposes. The Council supports research into the effectiveness of assistive technology and may contact Service Users seeking their assistance with studies and reviews. Service Users are under no obligation to participate.

Please tick the box(es) below as to how I/We would like to hear from the Council:

- Yes please I/We would like to receive communications by email
- Yes please I/We would like to receive communications by telephone
- Yes please I/We would like to receive communications by post
- Yes please I/We would like to receive communications by text message
- No thank you I/We do not wish to receive communications by any means

If you no longer wish to receive this type of information from the Council, you can unsubscribe at any time by contacting it by any means (see clause 6.5).

