

**Resources Directorate**

**THE LONDON BOROUGH OF HARROW**

**- and -**

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**Harrow Helpline Personal Alarms**

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**HIRE & MONITORING AGREEMENT FOR THE PROVISION OF  
HELPLINE AND/OR TELECARE EQUIPMENT SERVICES**

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Harrow Council

PO Box 2

Civic Centre

Station Road

Harrow

HA1 2UH

DX 30450 HARROW 3

**THIS HIRE AND MONITORING AGREEMENT IS DATED THE**

**DAY OF 2019**

**PAYMENT OPTIONS**

**Standard £4.33 per week/£56.25 Quarter  
Premium £8.17 per week/106.25 Quarter**

**BACKGROUND**

- A. The Council is a provider of Helpline and Telecare Services Helpline provide a monitoring and response service to Harrow's most vulnerable clients, helping them live independently in their own homes. The team installs Helpline Alarms through a referral system that is in place by the Council. Helpline answers calls and responds to emergencies
- B. Telecare Equipment must be returned upon termination of this Agreement in accordance with the terms and conditions detailed in clause 7 below ("Hire")
- C. Any Personal Data supplied to the Council shall only be used in connection with the service provided in relation Helpline and/or Telecare Services
- D. The Council reserves the right to provide the Helpline and/or Telecare Services via a contractor (the "Contractor") and any such Contractor shall be Telecare Services Association ("TSA") accredited.

**1. DEFINITIONS**

**"Date of Delivery"** the date on which the goods or services that have been bought will arrive or be delivered.

**"Helpline and Telecare Equipment"** means tools that support your safety at your home

**"Helpline Services"** allow vulnerable individuals to live independently in their own homes

**"Minimum Period"** means the period of THREE (3) calendar months

**"Personal Data"** shall have the same meaning as defined in the Data Protection Act 1998

**"Premises"** means the property where the Helpline and/or Telecare Equipment shall be installed

**“Quarter Period”** means a three month period in a financial calendar

**“Rental Amount”** means the amount you have to pay for the use of the equipment and the service.

**“Service Package”** means the relevant package of services to be provided as chosen by you

**“Telecare Application Form”** means the form annexed under cover of Schedule 2 to this Agreement

**“Telecare Association”** is the industry body for telecare and telehealth

**“Telecare System”** means a telephone-linked emergency call system to be installed by the Council

**“Term”** this Agreement’s Term shall continue for the Minimum Period and should it continue beyond the Minimum Period, it shall continue, on a quarterly rolling basis until revoked by either Party by giving the appropriate notice as more particularly described in this Agreement

**“Weekly Rental Amount”** is the amount you will be charged a week.

#### **PAYMENT SCHEDULE**

- 2.1 The Minimum Period of hire for Telecare Equipment shall be THREE (3) months from the Date of Delivery.
- 2.2 You shall pay the Council the monies due for the selected Service Package.
- 2.3 The initial invoice sent to you by the Council shall include a sum representing the relevant Weekly Rental Amount calculated from the week in which the Date of Delivery occurs and inclusive of the last week in the relevant Quarter Period concerned. Where VAT is applicable, you shall be liable to pay this in addition to any Joining Fee and the Weekly Rental Amount at the prevailing rate.
- 2.4 Payment of a relevant Rental Amount and any VAT amount in relation to it shall be made on the first day of each relevant Quarter Period.
- 2.5 The Council shall issue invoices on a Quarter Period basis from 1<sup>st</sup> April of each year. You may pay the amount by direct debit or standing order on the due dates shown on the invoice
- 2.6 The Council reserves the right to review annually the weekly rental amount and to change the amount payable by you subject to giving at least ONE (1) month’s prior notice of any change. The notice will tell you:
  - i. The new charge.
  - ii. The date from which the new charge will apply.

### **3. Cancellation Rights**

- 3.1 Once you have signed this Agreement, you shall have ONE (1) month in which to cancel this Agreement and if the installation of any Helpline and/or Telecare Equipment has already taken place

### **4. Enquiries, Data and Health & Safety**

- 4.1 If you have any enquiries regarding the Helpline and /or Telecare Services you are receiving, please phone us on 020 8861 3242.
- 4.2 The holding of Personal Data within the Council's Monitoring Centre (a member of the Telecare Association) is subject to security measures adhering to the Remote Centres Receiving Signals From Alarm Systems - Code of Practice ("BS8591:2014").
- 4.3 Your signature on the Telecare Application Form authorises the release of your name, address and contact number to the Council's Finance department. You have a right to request copies of your Personal Data held by the Council and all calls to the Council's Monitoring Centre are voice recorded. By signing the Telecare Application Form, you are consenting to voice recording taking place.
- 4.4 The Council takes Health and Safety matters seriously. Should you wish to obtain further information or wish to see the Council's Health & Safety Policy, please contact the Council on the telephone number provided in clause 4.1 above.

### **5. CONSUMER CREDIT LEGISLATION**

- 5.1 The Consumer Credit Act (1974) (as amended by the Consumer Credit Act (2006)) (the "Acts") govern this Agreement the Council cannot enforce this Agreement against You without a court order. If you would like to know more about the protection and remedies provided under the Acts, You should contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

### **6. HIRE**

- 6.1 The Council is hiring out the Helpline and/or Telecare Equipment (and all associated systems) for at least, the Minimum Period of hire subject to the terms and conditions set out in this Agreement.

## **7. DATE OF DELIVERY**

- 7.1 The installer / engineer shall provide the Telecare Equipment on the day of installation.

## **8. SERVICE USER/REPRESENTATIVE'S OBLIGATIONS**

### **8.1 Loss or Damage of Hired and Purchased Equipment**

You shall be responsible for, and hereby indemnify the Council against, the loss of and/or damage to the Helpline and/or Telecare Equipment whilst in your possession and shall notify the Council immediately of any loss or damage to the same. Should the Helpline and/or Telecare Equipment become lost or damaged, the full cost of replacing the same shall be invoiced to you. The Council strongly recommends that you ensure you have adequate insurance in place to cover your liability under this Clause 8.1

### **8.2 Payment**

You shall pay to the Council all amounts due (as shall be more particularly described on your invoice). Any payments sent to the Council by post shall be at your own risk. VAT exemption shall only apply to you as a service user.

### **8.3 Not to interfere**

You shall not interfere or in any way tamper with or permit others to interfere or tamper with the Helpline and/or Telecare Equipment; or break any seals affixed to the same as this shall affect the manufacturer's warranty. It is the service user's legal responsibility to return all Helpline and/or Telecare Equipment to the Council. The Council representative is the only person permitted to service the Telecare Equipment.

### **8.4 Use and Location**

You shall use the Helpline and/or Telecare Equipment solely in accordance with the instructions supplied by the Council and shall keep the same in your possession at the address where installation took place. Furthermore, You shall not move them from that address without the prior written consent of the Council. Additionally, you shall not sell, mortgage, lend or part with possession of; the Telecare Equipment whilst this Agreement remains in force.

### **8.5 Repairs& Service**

- 8.5.1 You shall inform the Council if the Helpline and/or Telecare Equipment is or appears to be in need of repair. Repairs must be undertaken solely by the Council representative(s).

8.5.2 Where a visit undertaken in response to a request for repair is deemed unnecessary, (for example where the Helpline and/or Telecare system is without power or the handset is not placed properly on the phone), You may be charged extra for any reasonably related costs incurred by the Council in dealing with this request.

8.5.3 The Council representative(s) is/are the only person(s) permitted to service the Helpline and/or Telecare Equipment and you shall be informed if the Helpline and/or Telecare Equipment requires servicing (if applicable)

## **8.6 Inspection**

You shall permit the Council's representative, access to the Premises at all reasonable times for the purpose of inspecting, repairing or removing the Telecare Equipment and shall ensure that there are no hazards to entry. In the event of no answer to a planned visit, the Council's representative shall leave a card at the Premises and arrange for further enquiries either on the way back to, or upon their return to, the Premises

## **8.7 Other Charges**

You shall pay all utility charges arising out of the use of the Helpline and/or Telecare Equipment direct to your telephone company and electricity supplier as applicable. If you do not cancel a pre-arranged appointment with a minimum of ONE (1) working day's notice, you shall be charged a call out fee for the missed appointment and any repeat visit required.

## **8.8 Testing**

You shall be responsible for (unless agreed to the contrary with the Council) testing the Helpline and/or Telecare Equipment once a month by pressing the Telecare Pendant and informing the Council's representative that it is a test.

## **8.9 Contacts**

You shall supply the names, addresses and telephone numbers of persons to be contacted in an emergency and ensure that such persons are notified and have given their consent to be contacted and if they are a key holder, that access is maintained for them. Any changes in the details of such persons shall be notified to the Council immediately. In the event that none of your contacts are available, the Council and in certain emergency circumstances the Police shall conduct a welfare check in times of concern. The Council accepts no responsibility for any action or non action of the Police or other emergency services.

## **8.10 Miscellaneous Information**

- 8.10.1 The Council accepts no responsibility for an inability to respond where there is no telecommunication signal available at that time or for other reasons outside of the direct control of the Council.
- 8.10.2 Should the decision be made to forcefully enter the Premises, this shall be the final decision of the Police or relevant emergency services, not the Council's Monitoring Centre.
- 8.10.3 It shall be the responsibility of the Service User to ensure that Health and Safety regulations are adhered to. The information provided by you in your Telecare Application form shall be shared with emergency services and internal Council departments only. Please ensure that you keep the Council informed of all changes to the information provided in your Telecare Application Form. The Council shall, at all times, comply with its obligations under the Data Protection Act (1998) with regards to Personal Data (as defined in that Act) but shall not be responsible for the release of Personal Data by a third party.

## **9. MAINTENANCE OF HIRED And PURCHASED EQUIPMENT**

- 9.1 Subject to your compliance with the terms and conditions of this Agreement, the Council or its Contractors (as appropriate) shall maintain the Telecare Equipment in good repair and working condition and shall be entitled to remove the Telecare Equipment or any part of them for such length of time as may be necessary and appropriate to replace them with goods of a similar (but not necessarily identical) type which shall be held by you subject to these terms and conditions. Unless the Council otherwise agrees in writing, you shall not be entitled to any abatement or refund of rental between the dates of removal and installation of any replacement Helpline and/or Telecare Equipment.

## **10. CONSEQUENTIAL DAMAGE**

- 10.1 The Council accepts no responsibility for consequential loss or damage howsoever arising from the hiring evidenced by this Agreement and the Council shall accept no responsibility for any loss or damage to any material or other equipment used on or with the Telecare Equipment. The Council does not accept liability for any damage to the Service User's Premises where such damage occurs in relation to the provision, maintenance or removal of the Telecare Equipment.
- 10.2 The Council accepts no responsibility for consequential loss or damage arising by virtue of defective equipment or the failure of the equipment or events or circumstances that are outside of the direct control of the London Borough of

Harrow. Additionally, the Council shall not be responsible for any losses or consequential losses that may arise due to a failure of the emergency services to respond or respond in a timely manner.

10.3 Should the Telecare system fail or defect owing to you connecting any other equipment to it (e.g. answer phone, fax machine, connection to the Internet and BT call service and other electrical equipment). The Council shall not be responsible for any failure or defect of the Telecare system and associated service where this arises as a consequence of such actions whether by yourself, a representative, third party supplier or any other person or organisation authorised to attend your premises.

10.4 The Council shall not be responsible for any losses that may arise as a consequence of the Service User or their representative failing to notify the Council of any relevant change of circumstance in writing.

## **11. TERMINATION**

11.1 The Council may terminate the Agreement without notice should any or all of the following events occur:

11.1.1 You fail to pay any amount due under the Agreement

11.1.2 You cease to reside at the address at which the Helpline and or Telecare Equipment was installed

11.1.3. You make a false representation or statement in relation to your Helpline and/or Telecare application or abuse or misuse the Helpline and/or Telecare System.

11.2 The Parties shall be entitled to terminate this Agreement by the service of at least ONE (1) month's written notice at any time after the cessation of the Minimum Period.

11.3 Upon termination, whether with or without notice, all Helpline and/or Telecare Equipment shall be returned by the service user or the next of kin and you shall no longer be in possession of any hired Helpline and/or Telecare Equipment with the consent of the Council.

11.4 The Council shall be entitled to repossess the Helpline and/or Telecare Equipment and by entering into this Agreement You agree that the Council shall be permitted to take reasonable steps to recover the same.

11.5 Termination of the Agreement shall not affect the Council's right to collect any outstanding amounts due under the Agreement.

11.6 Upon termination, you shall not be entitled to a refund of the charge paid for the Quarter Period in which the termination takes place but shall not be liable to



make any further payments. All equipment hired by you shall remain the property of the Council.

**13. RETURN OF HIRED TELECARE EQUIPMENT**

13.1 Upon termination of the Agreement, You shall be responsible to arrange the return of the Helpline and/or Telecare Equipment to the Council in good condition (fair wear and tear excepted) and pay to the Council all amounts due under the Agreement which are unpaid up to the date of termination.

13.2 In the event that the provision for the return of the Helpline and/or Telecare Equipment has not been arranged by You, with the Council, or; default in providing for the return of the same occurs then, the Council reserves the right to continue charging You for any further Quarter Period(s) and the Council's decision as to whether or not to charge You shall be final.

**IN WITNESS** whereof the Parties have executed this Agreement as a deed the day and year first before written

SIGNED on behalf of

SIGNED by the

HARROW HELPLINE by

HIRER

.....

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DATE.....

DATE.....