**Telecare Cardiff**

**Installation Check List / Office Copy**

We provide written information on the equipment and will explain and / or demonstrate the following as appropriate

1. How the equipment works
2. The role of the Control Centre
3. The dangers of unplugging the equipment
4. The measures taken to protect the user’s data and privacy
5. The process for notifying changes to personal information
6. The procedures for reporting faults
7. How the equipment could be affected by changes to the telephone system
8. The policy for non-emergency and reassurance calls
9. How the user may access their information
10. Frequently asked questions
11. All information provided will be held in the strictest confidence and used only for the purpose of the service. The client shall give permission for information to be shared with other agencies for the purpose of protecting his/her health, safety and welfare.
12. A mains failure occurs when the following happens:
* The customer has accidently switched off the plug;
* The plug has been removed from the power switch;
* There is loss of power at the property (i.e. power cut, electrics have tripped);

If this happens the team will contact you and/or your next of kin at time the alert is received. This could be at any time of the day or night.

Explain and demonstrate:

* Any battery changing requirements
* The purpose and controls of the equipment
* Circumstances which may inhibit or degrade the operation of any of the equipment.
* User responsibility regarding damage and safe return.
* Any equipment that can be safely used in the bath or shower.
* The operating range of the equipment, including the garden furthest point.
* All Telecare related calls are recorded for training and monitoring purpose.

Installer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_

Client Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_

**Telecare Cardiff Signed Agreement / Office Copy**

***By signing this agreement, I / we have received a copy of the agreement and agree to the Cardiff Council Telecare Cardiff providing the services as agreed. This agreement will come into effect and remain in effect unless the Telecare Cardiff, or yourself, wish to terminate it as agreed within the Agreement above***

**Signed By: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: -\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***On behalf of: - Telecare Cardiff***

**Signed by Client: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dated: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***This agreement is available in Welsh, please ring 02920537080 to request a copy.***

**All calls to Telecare Cardiff are voice recorded.**

**CARDIFF COUNCIL TELECARE CARDIFF**

***This is the Terms and Conditions Agreement for the Telecare Cardiff Monitoring of Dispersed Alarms and Telecare Systems***

1 **DATE OF COMMENCEMENT**

1.1 This agreement shall commence on ………………...and subject to prior determination, as provided by this agreement, shall continue until terminated by a minimum of one month’s notice in writing as hereinafter provided.

1.2 The monitoring service will be provided immediately from the time of successful installation and testing of the equipment, the charge also being made from this time based on the agreed Service Level.

1.3 The agreed service will be based on the following options and include the current rate for each option: -

A] Dispersed Alarm, Pendant & Mobile Response. £5.58 per week

B] Dispersed Alarm, Pendant & Contact Only. £2.70 per week

C] Telecare systems available, POA. Please ring 029 2053 7080 for more information on these devices and service.

###### ***The charges are subject to review by the council and any increase shall come into effect at the end of a period of at least one month from the date of service of a notice in writing to the client, given in accordance with the terms and conditions of this agreement.***

When you sign the bottom of this agreement saying that you wish Telecare Cardiff to provide the services, this agreement will come into effect and remain in effect unless Telecare Cardiff or you wish to terminate it, In which case not less than 28 days written notice must be given to Telecare Cardiff or to yourself as the case may be. In addition to that right to terminate the agreement Telecare Cardiff may also terminate the agreement if:

The charges payable by you are not paid for a period of 14 days after the date on which they became due.

You cease have to live permanently at your home.

You breach any of the terms stated above.

***Methods of Payment***

Payments will be charged for 52 weeks of the year but taken weekly for 49 weeks of the year by online payment, standing order, at any Post Office or by sending a cheque to Telecare Cardiff, 2nd Floor Willcox House, Dunleavy Drive, Cardiff, CF11 0BA made payable to City of Cardiff Council.

(The council may revise charges payable by you for the supply of the services but it will give you 28 days written notice of the revised charges and of the date on which those charges are to take effect).

1.4 The Mobile Response option gives a response from a Mobile Warden at a time of emergency, to respond to a call with no response from the client, and when a call is considered by the Operator to require attendance at the clients property for whatever reason, including to give access to the Emergency Services, that may have been called by the client or operator. In the event of a call by the Mobile Warden or emergency services to a confirmed emergency, e.g. a fall, the operator will inform the clients next of kin, close relative or friend as designated by the client of the emergency and current status of the client, e.g. still at home, hospitalised, etc. If the given contacts do not wish to receive a call or do not wish to be contacted at certain times of the day, they should call the Customer Care Team on 02920537080 to opt out. You can also inform your Connections Officer at the time of installation.

1.4.1 Telecare Cardiff may also contact the clients given contacts in the event of a ‘no response’ call being received from the property. This is determined as a call where a client activates their alarm but gives no positive indication of the assistance they require. If it is considered by the operator that attendance by a mobile warden will take in excess of 45 minutes, then a call will be made to the clients contacts, notifying them of the situation. If a client or their given contacts do not wish to receive a call or do not wish to be contacted at certain times of the day, they should call the Customer Care Team on 02920537080 to opt out. You can also inform your Connections Officer at the time of installation.

1.4.2 In the event of a ‘no response’ call for a Mobile Response client, should the warden find the client asleep they will carry out a dynamic assessment. If it is determined that the client is asleep and not in need of assistance then the warden will exit the property without waking the client. If it is determined that the client is in need of further assistance then a warden will gently wake the client before providing the assistance required.

1.4.3 Telecare Cardiff may also contact the clients given contacts for non-emergency events as necessary. Examples of when such calls will be made are in the event of general concern for welfare, changes in a clients behaviours, a perceived deterioration in wellbeing is detected or on a clients request.

1.5 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 clients welfare. In the event of a response from the emergency services, the operator will endeavour to contact the client’s contacts as given to the Telecare Cardiff by the client. Telecare Cardiff may also contact the clients given contacts for non-emergency events as necessary.

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

**2 THE COUNCIL’S OBLIGATIONS**

*2*.1 The installer of the equipment will advise the client as to the method under which they may have a dispersed alarm, which will include: - Private Purchase, Grant Funded, Council Funded, and Donated Units. The equipment shall at all times remain the sole and exclusive property of the Council, unless Private option is taken, and the client shall have no right or interest in the equipment except for Quiet Possession and the right to use the equipment in accordance with the terms and conditions contained in this agreement.

2.2 The council agrees to install and maintain an alarm system in full working order. The system will be programmed to Cardiff Council’s Telecare Cardiff Control Centre and will be monitored 24 hours a day for every day of the year. However, the Council will not be responsible for the failure of the equipment due to the failure, or non-compatibility, of the clients Line supplier.

2.3 The council’s obligations upon receipt of a call received through the alarm system from the client, 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 client 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. Any claims for damage caused to the client’s home or contents contained therein by Council Representatives, excluding forced entry, will be dealt with in line with Cardiff Councils Insurance Policies.

2.4 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), the council’s obligation shall be limited to contacting the emergency service which in the absolute discretion of the council appears most appropriate, subject to the availability of any such service.

2.5 It is the council’s responsibility to advise the client that all calls made to the Lifeline out of Hours centre will be voice recorded 24 hours a day.

2.6 The council 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 Telecare Cardiff Centre.

2.7 The council 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 the council’s control and without prejudice to the generality of the foregoing, the council 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 strikes, lockouts, or other industrial disputes, In the event of a forced evacuation or other major problem at the council’s monitoring response centre, continuity of service will be maintained where possible through the disaster recovery plan.

2.8 The council shall, upon receiving a report of a fault with the dispersed alarm system respond within 24 hours or at the time of an agreed appointment.

2.9 The council will retain any records of your calls along with a voice recording of each call, for a period of a minimum of 1 year.

2.10 The council will operate a programme for carrying out tests on dispersed alarm equipment by agreement with the client.

2.11 The council will, should the need arise in the event of an Emergency Alarm Call, contact the Police to gain forced entry to the client’s premises, should the operator and / or Mobile Warden be concerned for the clients welfare. This will not void the client’s option of making a complaint to the council via the council’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.

2.12 The council reserves the right to sub contract the installation and delivery of all services.

2.13 The council reserves the right to vary the agreements by giving the client four weeks [28 days] notice of any variation proposed.

**3 THE OBLIGATIONS of THE CLIENT**

3.1 Upon installation, the client at the request of the Telecare Cardiff staff shall carry out a test on the alarm equipment by pressing the pendant button once. The client 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 equipment within the property, does not exceed number or limitations as specified by the Telephone Service supplier. If in any doubt, contact the Telecare Cardiff.

3.2 The client shall make all necessary arrangements and pay all costs and fees for the provision of a public switched telephone network line to the property.

3.3 It is the responsibility of the client 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 the council in the event of an emergency are notified to the council on the client information form. It is the responsibility of the client to keep this information up to date.

3.4 It is the responsibility of the client to ensure that any persons named on their client 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. The client will also be responsible to provide the Telecare Cardiff Control Centre with keys to their property allowing ease of access for Mobile Warden staff [if mobile option taken], and notifying and supplying new keys 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 Telecare Cardiff response services.

3.5 The client is responsible for notifying the Telecare Cardiff 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, and by signing this agreement consents to Data Processing, including Voice Recording, of the data held. The client has the right to apply to the Council, in line with Council policy and payment of the appropriate fee, for access to personal data held about them.

3.6 It is the responsibility of the client to allow the council access to all parts of the property to test, inspect, repair or recover the equipment and to pay the council the cost of all damage, loss or destruction caused to the equipment, other than that arising from wear and tear. In the event of the Mobile Response option, it is the client’s responsibility to ensure that access is available either by the use of key safe at the property, and relevant codes notified to Telecare Cardiff, or by the supply of keys to be kept and maintained on the Telecare Cardiff Vehicle. The Telecare Cardiff 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. Telecare Cardiff 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 client will be responsible for the damage caused by forced entry except where the property belongs to Cardiff Council.

3.7 If the dispersed alarm equipment or any part thereof, is lost, damaged or requires service, it is the client’s responsibility to advise the Telecare Cardiff staff immediately by telephoning 029 2053 7080.

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

3.9 The client shall give permission for information to be shared with other agencies for the purpose of protecting his/her health, safety and welfare.

3.10 In the event of the client moving to another address, the equipment is not transferable without the prior written consent of the council.

3.11 Plug and Play is Telecare Cardiff’s self-installation option whereby the equipment will be delivered to the property. It is the responsibility of the client to install the equipment we supply using the installation instructions and manuals that we provide. We always aim to deliver your equipment as soon as we can. In some rare instances, we may need to deliver the goods to you in separate consignments. In the unlikely event that your equipment is damaged in transit, you must notify us within seven working days of delivery. You must also inform us if within seven days there are missing elements to your expected delivery. If you have any difficulties in connecting the equipment, please contact the team on 02920537080 who can arrange for a Connections Officer to attend. An installation fee of £50 will be applied. Without prejudice, Telecare Cardiff will not be liable for any costs, claims, demands, expenses and liabilities for damage to your property from the self-installation. We are also not liable for any consequential loss in connection with the equipment we may supply or install.

**4 SERVICE TERMINATION**

4.1 It is the client’s responsibility to use the service responsibly. Where the service is subject to abuse or inappropriate use, the council may give the client 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 the council’s obligations under it shall cease, but without prejudice to the liability of the client in respect of any breach of the agreement

4.2 The client may at any time terminate, or request a variation to, the agreement by giving the council 28 days’ notice in writing.

4.3 The council may terminate this agreement at any time by serving one month’s notice on the client, 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, the council may give the client 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 the council’s obligations under it shall cease but without prejudice to the liability of the client in respect of any breach of the agreement.

4.4 In the event of the client causing or allowing the equipment or any part thereof to be removed from the client’s dwelling without the consent of the council, the agreement shall immediately terminate but without prejudice to the liability of the client in respect of such or any breach of the agreement.

4.5 Upon termination of the agreement, the council shall be entitled to remove all its equipment and apparatus which may have been placed by it in or upon the client’s dwelling. Failure to return the equipment will result in the council taking action to recover the costs of a replacement.

4.6 4.6 Arrangements will be made for the alarm equipment to be collected by postal return or a representative of Telecare Cardiff. Alternatively, the client, or their agent, may return the alarm equipment to Telecare Cardiff Control Centre; a receipt will be issued when the alarm equipment is returned.

4.7 Service Variation, please note, it is the clients right to vary this agreement by contacting the Telecare Cardiff and amend the Service as necessary, e.g. change from Contact Only Service option to Mobile Response Service Option at any time.

**Any notice or correspondence to be served on the council in relation to Telecare Cardiff should be sent to: -**

**Cardiff Council**

**Telecare Cardiff**

**2nd Floor**

**Willcox House**

**Dunleavy Drive**

**Cardiff Bay**

**CF11 0BA**

**For All General Enquiries please ring the Telecare Cardiff on 029 2053 7080.**

**All calls are recorded.**

**Telecare Cardiff Agreement / Clients Copy**

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**Print Name: -\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***On behalf of: - The Cardiff Telecare Cardiff***

**Signed by Client: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dated: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Telecare Cardiff**

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Installer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_

Client Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_

This copy is to be left with the client and scanned by the installer for recording.