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# TERMS AND CONDITIONS

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To ensure you receive the best possible personal emergency response service

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**The following terms apply to this legally binding agreement between you and Safety Link.**

## **Terms used in this Agreement**

1. In this Agreement:

- (a) “Application Form” means one or more of the forms which you have signed (either in hardcopy, online or in a Safety Link App) setting out, amongst other things, your personal and medical details, next of kin, Contact Persons, installation prerequisites and account details.
- (b) “Client Handbook” means the client handbook or handbooks we give you, containing, amongst other things, directions on how to use the Services.
- (c) “Contact Persons” means the persons you have nominated for us to call pursuant to Clause 8 or 9 explaining the services we provide.
- (d) “Equipment” means the home and mobile monitoring units, pendants, accessories and other items of equipment associated with or used in connection with the Services (where applicable). This Equipment remains our property at all times, unless advised otherwise.
- (e) “Fees” means the fees and charges for the Services and its establishment and the purchase or rental of the Equipment payable by you where applicable.
- (f) “mPERS” means a mobile personal emergency response system such as the ‘Go Trek’ model device provided capable of being taken and used outside your home.
- (g) “Network” means the telecommunication network utilised by the Equipment, including but not limited to 3G, 4G, 5G, WiFi, NBN and satellite networks.
- (h) “Pendant” means the alarm triggering device.
- (i) “Safety Link” or “we”, “us” or “our” means Ballarat Health Services, trading as Safety Link.
- (j) “Schedule of Fees” means the schedule we have given you setting out the Fees.
- (k) “Services” means the personal emergency alarm monitoring service provided by Safety Link, either through the use of a home monitoring unit or an mPERS and may mean one or both of the Services as determined by completion of your Application Forms.
- (l) headings are used for convenience only. They do not affect the interpretation of the Agreement.
- (m) Technician / representative/ contractor- contracted installer (licensed cabler) representing Safety Link.

## Commencement of the Services

2. The Services will commence when:

(a) a completed and signed Application Form for either the home monitoring unit, the mPERS or both has been received by us, and either;

(b) our employee or representative has installed, programmed and tested the Equipment and provided you or your nominated representative with instructions on how to use the Equipment. If you are not there at the time of installation, your nominated representative will need to instruct you in the use of the Equipment; or

(c) you or your nominated representative has installed the Equipment and contacted Safety Link to ensure the Equipment is functioning correctly.

3. The actual Services provided by Safety Link shall be determined by you and the Application Forms that you sign and provide to us. For example, if you do submit an application for an mPERS, the obligations of Safety Link under these Terms and Conditions are limited to the extent that such obligations relating to the use and operation of the mPERS do not apply to you.

4. **Please ensure you or your nominated representative is home at the pre-arranged installation time,** otherwise you will have to pay the technician's fee for that visit.

## Entering your home and testing

5. Our employees or representatives will need to enter your home on reasonable notice to install, repair, remove, service or update any of the Equipment. You now authorise them to do so.

## Recording of Calls

6. Any phone calls between us (Safety Link) and you or anyone on your behalf may be listened to and recorded for security, quality or coaching purposes. When you or someone on your behalf phones us, that recording will occur automatically. You acknowledge this, and undertake now to advise anybody communicating with us on your behalf as to this fact.

## What you have to do

7. You agree to:

(a) **inform us immediately of any change** (whether temporary or permanent) to:

(i) your **address or phone number**;

(ii) the **address or phone number of a Contact Person**;

(iii) your **phone service provider** or service options; or

(iv) any information you have provided in an Application Form.

(b) **give us 14 days' notice if relocating to new premises** and agree to **pay all costs associated with reconnection** of the Safety Link equipment situate at your premises.

(c) if the Equipment is not owned by you, **return Safety Link's Equipment in good condition within 30 days of the ending of this Agreement. If you don't, we will bill you for its replacement.** Also, in addition to other amounts you owe under this Agreement, **you will be liable for fees relating to the period between the ending of this Agreement and the return of the Equipment.**

(d) **inform the Contact Persons prior to commencement of the Services** that we may contact them to assist you at any time;

(e) **pay the Fees when they are due;**

(f) where applicable, provide us with all necessary banking details and authorisations for payment of the Fees;

(g) **have and maintain in your home a standard phone service** or a substitute deemed suitable by Safety Link connected to the Network capable of making outgoing calls and, depending on whether your Services require it, connection to mains electricity;

(h) **inform us if any remote wireless devices, cordless phones or other alarm systems are introduced to your home.** (This is necessary because such devices may in some instances interfere with or prevent the proper operation of the Equipment);

(i) **take reasonable care of the Equipment;**

(j) It is your responsibility **to test your pendant on the same day each month** and understand that you are obligated by your agreement with Safety Link to do so. Safety Link provide you with a **test date** either by phone and/or in writing.

Should you forget to test your pendant on the nominated date, Safety Link will endeavour to contact you after the nominated date. It should be noted that failure to conduct your monthly test will not initiate an emergency response; it is designed to ensure the client remains familiar with the process of pushing the pendant.

(k) If you have a mPERS, it is **your responsibility:**

(i) **to test its signal strength** when entering into unfamiliar buildings or locations; and

(ii) to ensure the mPERS is **fully charged** prior to leaving your home.

(l) **call us immediately if the Equipment does not appear to be operating properly, requires any repairs, is stolen or damaged;**

(m) **not repair, move or otherwise interfere with the Equipment** (or let anyone else do so) unless authorised by us;

(n) **use the Equipment and Services only as provided in the Client Handbook or as otherwise instructed** by us and comply with any reasonable requests we make;

- (o) inform us immediately if you no longer require the Services (see Clause 14(a)).
- (p) use the Equipment and Services in an appropriate manner. Inappropriate use may result in the withdrawal of the Equipment and/or the Services.
- (q) **maintain a practical method of entry for emergency services personnel or contacts.** This can be through the provision of a pin assigned key-lock safe or other suitable means. You understand that failure to do so might require forced entry and subsequent entry related damages to your property in emergency situations.

## What we do as part of the Services

### 8. When you:

- (a) **activate the alarm** button (using either the pendant or the mPERS); or
  - (b) **trigger** a fall detection or similar alert in the Equipment
- and **we receive a call, we will attempt to contact you either by phone or by attempting to speak to you directly** through the Equipment (if possible). If we succeed, we will:
- (c) **ask you why you activated the alarm;** and
  - (d) **assess the situation** and, **at your request** (or if we can't reach you by phone or via the Equipment) **notify a Contact Person;** and
  - (e) **if we cannot reach** any of your **Contact Persons, contact an emergency service.**
  - (f) **take any additional action we reasonably feel is required** in the circumstances.
  - (g) **where the Equipment requires repair** or replacement, Safety Link **will endeavour to rectify Equipment issues as soon as is practicable.**

9. Depending on the Services being provided to you, Safety Link may provide a **'Daily Call' facility.** You will be advised if this feature is available to you. If you don't activate the 'Daily Call' button by the time nominated in the Client Handbook:

- (a) we will attempt to contact you by phone after the nominated time;
- (b) if we cannot contact you, we will notify a Contact Person to check on your well-being;
- (c) if we cannot contact you or a Contact Person by the cut-off time communicated to you by Safety Link (but no later than 4pm on that day) we will notify an emergency service.

## Fees and Charges

10. Our Fees are set out in the Schedule of Fees, available on the Safety Link website or by request. Where fees apply:

(a) you must pay the Fees either monthly, quarterly or annually in advance (as selected by you in the Application Form). The first payment is due from the service commencement date. **Fees remain applicable even when you are away from your residence.**

(b) we will send you an invoice which must be paid within 30 days of the date of the invoice.

(c) any additional equipment related to the Services purchased by you is non-refundable.

11. We may vary the Schedule of Fees on giving you one month's prior written notice. The amended Schedule of Fees will take effect from the next due payment following the end of that month.

12. **You must pay the costs of:**

(a) the call-out or use of an **ambulance. (We recommend that you obtain ambulance cover);**

(b) **a suitable power point** if one is not already in place which can be used exclusively for our equipment;

(c) our authorised representative **relocating or repairing the phone line and/or the socket at any time including during installation.**

(d) **any additional goods or services** not specifically included in this Agreement or the Application Form.

(e) **costs associated with relocating the Equipment to new premises** or to a different location within your existing premises.

(f) **configuring an internet connection to work in unison with the alarm unit.**

13. **We may charge you for the repair or replacement of the Equipment** (unless covered by the manufacturer's warranty) required due to:

(a) **misuse or interference with the Equipment** by any person other than our employee or representative; or

(b) the Equipment or any part of it being lost or stolen.

## The Services End

14. **This Agreement and the Services continue indefinitely until:**

(a) **14 days after you notify us** or we notify you of an intention to end the Agreement. Provided you are not in breach of this Agreement, on any such termination we will refund any unused proportion of the Fees in excess of one month's Service Fee.

(b) **If you are unable to maintain a minimum of two Contact Persons**, we may be unable to continue to provide the Service and may immediately terminate this Agreement by written notice to you.

15. **If you take any action which damages the Equipment or jeopardises the Services**, we may immediately terminate this Agreement by written notice to you and bill you for repairs to or replacement of the Equipment.

## When the Services End

16. Even when this Agreement has ended, **you must still pay any amounts which are still outstanding** under it, and you are still liable to us with respect to any breach by you of this Agreement and refer to 6 (c) **return the Equipment in good condition within 30 days of the ending of this Agreement. If you don't, we will bill you for its replacement.** Also, in addition to other amounts you owe under this Agreement, **you will be liable for fees relating to the period between the ending of this Agreement and the return of the Equipment.**

## Indemnity and Release

17. You indemnify and release us from all liabilities, losses, actions, proceedings, costs, expenses and damages claimed by any person (including you) with respect to loss or damage to property or personal injury or death arising directly or indirectly in connection with:

(a) use of any of the Equipment outside of Australia;

(b) the negligence of any person in connection with the Services, except us or our employees (but the indemnity still applies if that negligence relates to the service or checking of the Equipment);

(c) any other cause in connection with the Services beyond our control including, without limitation, any failure of the Services due to the failure or non-availability of:

(i) the phone line (where applicable);

(ii) the Network;

(iii) the equipment used by you to access the internet in your home including but not limited to modems, routers, switches, range extenders or gateways;

(iv) mains electricity supply;

(v) the Equipment; or

(vi) any work carried out, not authorised by us;

(d) the acts or omissions of any Contact Person. Please note, once we have contacted your Contact Person, we do not have any further responsibility; and

(e) specifically relating to the mPERS:

(i) misuse or damage to the wireless battery charger;



- (ii) failure to keep the mPERS charged when leaving the house, noting that battery drain will occur quicker when the mPERS is in emergency mode;
- (iii) reliability of cellular service;
- (iv) the loss of signal which may occur when entering buildings, underground car parks or other areas out of range of cellular networks; and
- (v) the accuracy of the GPS coordinates provided to the Network.
- (vi) water damage to the Equipment beyond the reasonable specifications of the manufacturer; and
- (viii) fall detection capability.

## Contractors

18. We may engage contractors to install or repair the Equipment.

## Forces beyond our Control

19. We may withhold doing what we have to under this Agreement if prevented by riots, strikes, civil commotion or anything due to forces beyond our control. We will not be held liable under or be deemed in breach of this Agreement for any delays or failures in performance of this Agreement which results from circumstances beyond our reasonable control. Where possible we will promptly notify you in writing when such circumstances arise causing a delay or failure in performance and when they cease to do so.

## Variation

20. Should any variation be made to this Agreement which affects you, or the service provided to you, we will notify you within 30 days. If you are not prepared to accept the variation, you may immediately withdraw from this Agreement.

## Entire Agreement

21. This Agreement is the entire agreement between the parties. It supersedes all prior agreements, communications and representations between you and us relating to the Service.

## Power of Attorney and Solicitor

22. You acknowledge that we have advised you to consult a solicitor before you sign this Agreement about its effect and the desirability of an Enduring Power of Attorney. **You acknowledge that we cannot act on the instructions of any person who is not your attorney.**

23. In the event that this this Agreement is signed under Enduring Power of Attorney, each of the Attorneys executing this Agreement hereby warrant that, at the time of executing this Agreement that his her or their appointment is valid and each Attorney is not reasonably aware of a notice of revocation of the Enduring Power of Attorney.

## Privacy Policy

Safety Link's policy is to respect and protect the privacy of our clients.

We appreciate that the success of Safety Link is largely dependent upon a relationship of trust being established and maintained with past, current and prospective clients, carers, guardians and other individuals with whom we contact in providing the Services. Safety Link will therefore continue to collect and manage your personal information with a high degree of diligence and care. Safety Link aims to comply at all times with the privacy laws (incorporating the National Privacy Principles) that apply. If you have a comment, query or complaint regarding a privacy matter, we encourage you to discuss it with a Safety Link representative.

## How we collect your personal information

Safety Link only collects information necessary to provide you with the Services. Personal information relating to yourself and your "Contact Persons" will be collected when making application to be a Safety Link client and when you provide additional information to update your details. In some instances we may need to collect information about you from your carer, guardian or other health service providers (such as medical specialists). Phone calls in relation to providing the alarm service (both at home and external) will be recorded.

## How we use your personal information

The information you provide will be used to assist in providing our Services to you. Your personal information will be used for the following purposes:

- To identify you as a Safety Link client
- To provide you with our Services
- To contact you every year to update your personal details
- To contact you to obtain feedback about the quality of the Services

- For funding purposes (if applicable)
- For accounting purposes (if applicable)

## Consent

When you become a Safety Link client, it is our understanding that you consent to your personal information being collected, used and disclosed for the purpose of providing our Services. If at any time you provide the personal information of another person e.g. "Contact Persons" to us, then you must first ensure the person has read and understood this statement and separately consented to personal information being used and disclosed by us for the above purposes subject to our Privacy Policy. If you choose not to provide us with the personal information we request from you, we may not be able to provide you with one or more of our Services.

Safety Link is a division of Ballarat Health Services.

## When we disclose your personal information

Safety Link may provide your personal information to other organisations that assist us in providing our service to you.

Where organisations are contracted to Safety Link to provide our service to you, we include in the contract that the organisation will respect your privacy according to Safety Link's Privacy Policy. Safety Link will also disclose information to other organisations as required or authorised by law.

## Storage and Security

Your information is stored securely by Safety Link, to protect your personal information from loss, misuse, unauthorised access, modification or disclosure. All Safety Link staff are required to maintain the confidentiality of your personal information.

## Access and Accuracy

Safety Link takes reasonable steps to ensure personal information is accurate, complete, up-to-date and relevant to the functions performed. You have a right to access your personal information, however you may be required to put your request in writing. We shall acknowledge this request within 7 days and respond within 30 days.

## Privacy complaints

Safety Link takes complaints and concerns regarding privacy seriously. You should express any privacy concerns you may have in writing. We will then attempt to resolve it in accordance with our resolution procedures. Please forward any privacy related complaints to:

Safety Link (a division of Ballarat Health Services)

16 Eastwood Street

Ballarat Central VIC 3350

Phone: 1800 813 617

Email: [info@safetylink.org.au](mailto:info@safetylink.org.au)

Safety Link will acknowledge your complaint within 7 days and respond within 30 days.

You may also contact the Australian Government – Office of the Australian Information Commissioner (OAIC). Generally, the OAIC will require you to give them time to respond, before they will investigate.

## Changes to the Privacy Policy

From time to time, it may be necessary for us to review our Privacy Policy and the information contained in this document. This privacy policy will be reviewed annually and any legislative changes will be updated as they occur. Any amendments to this policy will be notified to clients via notices on our website.

We reserve the right to amend our Privacy Policy and the information contained in this document at any time and to notify you by posting an updated version on our website.

## Further information about privacy

You can find more information about privacy (including information about specific issues, answers to frequently asked questions and links to the 10 National Privacy Principles) on the Office of the Privacy Commissioner's website at [www.privacy.gov.au](http://www.privacy.gov.au)