

Cheltenham Borough Council
Agreement for the provision
Of the
Lifeline alarm service

I _____ ('The Hirer') apply to lease a Lifeline alarm unit (known as 'The Equipment') to be installed at;

_____ ('The Premises')

in accordance with the terms and conditions set out below which I have read and accept, and which form the Agreement between myself and the Cheltenham Borough Council of Municipal Offices Promenade Cheltenham GL50 9SA (hereinafter known as 'The Council').

Note: "Lifeline" is a registered trademark of Tunstall Telecom Plc.

(A) THE HIRER AGREES TO :

1. Provide a standard telephone line at the Premises with a plug in type connection and a 13 amp electrical socket in a suitable position. The cost of providing these items together with the cost of the telephone line rental and calls will be the responsibility of the Hirer.
2. Allow access to the Premises for installation, maintenance or removal of the Equipment by Councils' employees and/or their Agents during normal office hours.
3. Provide, in writing, personal details of persons to be contacted by the control centre in case of an emergency and will inform the Council of any changes to these details in writing within 21 days of the change occurring. N.B. It is the Hirers' responsibility to ensure that any person named as a contact are aware that they have been so named and are in agreement with their names being used for this purpose.
4. Use the Equipment in accordance with the instructions given by the Council and for the purpose for which it was designed, i.e. when assistance is required as a result of ill health, accident or other genuine emergency.
5. Be responsible for the safe keeping of the Equipment and not to misuse or damage the Equipment in any way or allow the Equipment to be damaged or misused, to keep the Equipment clean and to pay to the Council on demand, all reasonable costs for replacement of any loss or damage to the Equipment.
6. Pay to the Council the Lifeline charges as set out in clause (E) below monthly in advance by Direct Debit. The payments are calculated from 1st of each month and any part months will be charged at the full monthly rate.
7. Hire the Equipment for a minimum period of 2 months from the installation date.
You will be required to pay for the first two months rental whether the unit is in use or has been returned, to allow the Council to cover its' installation, set up, removal costs and Hire.

8. Return all Equipment supplied by the Council in good working order at the termination of the Agreement. ***PLEASE NOTE: a charge will be made to cover the cost of replacement for any Equipment not returned or damaged.***
9. Make a regular test call each month to Hereford Control Centre, using the pendant to check it is in working order and report any faults or defects in the Equipment to the Council as soon as is reasonably possible. This also ensures that you remain familiar in using the lifeline alarm system.
10. Notify the Council as soon as practicable if the Equipment is lost, stolen, destroyed or damaged. ***A charge for replacement will be made regardless of the circumstances of loss or damage. Insuring the Equipment is the responsibility of the Hirer.***
11. Not to part with possession of Equipment, or transfer the Equipment to another address/or person without the prior written consent of the Council.

(B) HIRER THE COUNCIL AGREES TO:

1. Provide and install a Lifeline alarm unit at the Premises.
2. Install, repair and maintain and at the termination of the Agreement remove the Equipment.
3. On being notified by the hirer of any fault with the Equipment to arrange for its repair or replacement as soon as is reasonably practicable.

(C) THE COUNCIL IS NOT RESPONSIBLE OR LIABLE FOR:

1. The arrival at the Premises of any third party (including person named by the Hirer or any emergency services) contacted by the Hereford Control Centre as a result of an alarm call within a set period of time or at all, or an incorrect decision being taken in response to a call. The Hereford Control Centre will, however, use its best endeavours to obtain a speedy response to the call. (See section 3 above re updating information).
2. Repairs in the event of a breakdown of any Equipment not being carried out within a set period.
3. The cost of repairs to any Equipment or the Hirers' Premises or property, as a result of damage caused to the Equipment or the Hirers' Premises, or property Hirer how ever caused.
4. For any breakdown in service caused by matters beyond the Council's control. Including but not limited to the breakdown in service caused by any defect in or the failure of the telephone equipment, telephone line and services, Tunstall Telecoms' equipment, or by strikes, lockouts or other industrial disputes or forced evacuation of the Hereford Control Centre.
5. Damage to the Hirers' Premises or property in any case where it appears necessary or expedient to force entry to these Premises or property in the case of a reported emergency.

6. Any advice given by the staff at the Hereford Control Centre.

PLEASE NOTE that the "Hereford Control Centre" staff are not medically qualified and are not able to advise on medical matters.

(D) TERMINATION:

1. The Council may terminate the Agreement and withdraw the Equipment forthwith on giving written notice to the Hirer or by mutual agreement if:
 - (a) The Hirer fails to pay any sum due to the Council within 14 days of the Council demanding payment.
 - (b) The Hirer, in the opinion of the Council, is or appears to be abusing the service.
 - (c) The Hirer dies or ceases to occupy the Premises in which the Equipment is situated.

(E) CHARGES

1. The current charge for the Lifeline service is £14.10 plus VAT (if applicable) per calendar month. Exemption from VAT can only be granted if the Hirer has a medical condition which qualifies the Hirer for an exemption and makes a declaration on the appropriate form.(please see page 8)
2. The Council may review the Lifeline charges from time to time and vary the charges by giving one months' prior notice in writing to the Hirer.
3. Any refunds that become due can only be made to the Hirer or in the case of their death, to the executors or Administrator for the Hirer, regardless of the actual payment arrangements.

(F) MISCELLANIOUS

- 1 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 1.1 This Agreement forms the entire agreement and shall supersede any verbal or written Agreement or statement made by any Employee or Agent of the Council.
- 1.2 If any provision of this Agreement shall be held void or unenforceable in whole or part by any court or other competent authority, the remaining provisions, and the remainder of the provisions affected, shall remain in full force and effect.
- 1.3 All notices or other communications to be served on either party under this Agreement shall be sent by pre-paid first-class post to the above addresses and shall be deemed served 48 hours after posting unless the contrary is proved.

- 1.4 No person who is not a Party to the Agreement shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him or her without the prior agreement in writing of both Parties. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to The Contracts (Rights of Third Parties) Act 1999.

I have read and agree to all the above conditions.

SIGNED: _____ **DATE:** _____
(The Hirer)

SIGNED: _____ **DATE:** _____
On behalf of
Cheltenham Borough Council

Personal information, which you provide for the Lifeline Alarm Service, may be shared with other departments of the Council and its Agents. All telephone calls to the Hereford Control Centre will be recorded for your protection and may be used for training purposes.
No personal information will be shared with a third party other than to provide the service or allowed by law.