

## FORESTCARE Service Agreement & Terms and Conditions

### 1. Forestcare (The Council) will provide the following services:

- Supply and install their Lifeline community alarm unit which is connected to the Forestcare control centre which provides an emergency monitoring service 24 hours a day, 365 days per year.
- In the event of an emergency call being received, Forestcare will contact the appropriate emergency service **OR** a key holder as appropriate. In this circumstance the client agrees to give **`REACTIVE`** access to their home (as defined in the Telecare Services Association Code of Practice). A key holder is a person(s) nominated by the Client as someone to be contacted in the case of emergency or distress and to whom they give permission to access to their home using a key when there is a real or perceived emergency.
- If there is no response to an appointment planned visit we will advise the Control Centre, ring in to the home, contact any next of kin and leave a card.
- If there is no response to an emergency visit (where we are the key holder) we will use the key safe to gain entry to the property. If we can not gain entry we will inform the Police and ask for a welfare check.
- We do not authorise forced entry. We can only ask the Police to carry out a welfare check and act as they see fit.
- In the event of a non emergency call being received Forestcare will endeavour to resolve the query as far as this is reasonably practicable.
- Forestcare may decide that no one should be notified of a call to us if the client themselves or the circumstances of the call lead Forestcare to believe that (a) the Client's call was made in error; or (b) the Client's call was an inappropriate use of the system; or (c) that the Client was not in danger or distress and did not require assistance.
- Forestcare may override the Client's wishes if the operator considers that it is in the Client's best interests to do so and may make contact with whoever is most appropriate.
- Forestcare own and are responsible for the maintenance of the equipment. In the event of a critical fault or health & safety concerns such as frayed cables being reported Forestcare will endeavour to rectify or replace the equipment within 48 hours.
- Forestcare shares information with other appropriate agencies such as Social Services, Health, and the Emergency Services where they reasonably believe that this is in the interests of the Client's well being. This includes passing details to the Fire Service for them to carry out a Fire Safety check. The Client gives permission for Forestcare to disclose their personal data for this purpose. In the event of any suspected or reported abuse to our client of a physical, sexual, psychological, financial, discriminatory nature

or act of neglect we will advise the relevant authorities immediately following our own Safeguarding procedures.

- We welcome all feedback on our services and will deal with any complaints or comments in accordance with the Council's complaints procedures a copy of which you will receive in your Lifeline pack.

## 2. The Client Must:

- Provide a Telephone line with Plug and Socket Telephone (PST) connection (standard in the UK) together with an adjacent 13 amp electric power point and keep the unit plugged in and switched on. Advise us if their telephone provider changes and take responsibility for checking the policy of their line provider with regard to Telecare alarm calls if they are not with BT.
- Be responsible for the payment of the telephone line rental and the cost of all calls, as well as the monitoring/rental charges from Bracknell Forest Council payable in advance either monthly by direct debit or quarterly invoice by cheque/cash. **N.B.** The weekly rental is payable when the Client is away from home (e.g on holiday, in hospital or respite care) and advise us if they change telephone providers.
- Use the equipment for contacting Forestcare when assistance is required in an emergency e.g ill-health, accident, home care request or other genuine emergency.
- Allow the Council to respond to emergency calls in such a manner as the Council considers appropriate which may include calling the police for a welfare check in the event of no answer, where there are no key holders available. Any subsequent repair costs will be the Client's responsibility.
- **Test the lifeline pendant on a monthly basis so that we know it is working.**
- Allow and maintain access at all reasonable times for the servicing, repair or testing of equipment by authorised personnel or to disconnect and de-programme equipment following the termination of the Agreement.
- Maintain arrangements for key holder access.
- Report any fault, damage or health & safety concerns i.e. frayed cables immediately to the Forestcare Centre using the 24 hour telephone number given.
- Take care of the equipment and accept financial responsibility for the repair or replacement of the equipment in the event of loss, theft, accidental or wilful damage.
- Pay a call out charge when we have attended to repair a fault which turns out not to have been caused by our Lifeline.
- Provide the up to date personal information necessary to provide the service. We need to know of any changes to the client's health, medication, key holders, key safe number, next of kin information, **OR if they move to a new address** etc.
- Advise Forestcare of any prolonged periods of absence from the premises. Put through a test call upon return home especially if returning from hospital or respite care.

- The Council is not liable to the Client for any loss or damage arising from the installation and operation of the Forestcare equipment, or the Council's monitoring role under this Agreement except where such loss or damage arises from the negligent act or default of the Council, its servants, or agents.
- Consent to all calls being voice recorded and your personal data being collected, input and stored (processed).

### 3. The Council Will Not:

- Accept responsibility for any failure on the part of any individual, helping agency or agencies contacted to obtain or give appropriate help or assistance.
- Guarantee to use its own resources to respond to an emergency call in the event of the Client's own contact being unavailable although it may endeavour to do so, circumstances permitting.
- Be liable for any deficiency in the service resulting from circumstances beyond its control, e.g **breakdown in the telephone service**, electricity supply, misuse, strikes, lockouts or other industrial disputes.
- Carry out a routine visiting service or provide personal care.
- Guarantee that the emergency call will be dealt with within a specific period of time from the acceptance call, although ensuring it will use its reasonable endeavours to provide a speedy and efficient response to every call.
- Will not arrange for a forced entry to take place and will not take responsibility for repairs to the property or making safe following the Police forcing entry where they deem appropriate.

### 4. Termination and variations of the Agreement:

- At any time in the 21 day period from the date of the Lifeline installation this Agreement may be terminated by the Client. The client should contact Forestcare on 01344 786500 and advise us that they wish to terminate the Lifeline agreement. Provided this is done within 21 days there will be no charges made to the client.
- The charges are reviewed each year in April and you will be advised in writing of any changes. There may also be a change in costs if you purchase additional services from us or individual sensors are added or removed.
- Following the 21 day period referred to above the Agreement may be terminated by either party giving to the other no less than two weeks notice. If the Lifeline has been installed for more than 21 days but less than 3 months a full quarter's charge is payable. Charges will be incurred until **all** of the equipment is returned to Forestcare.
- When terminating the Agreement, the client must arrange for the equipment to be returned by post to Forestcare (a pre-paid jiffy bag will be sent out).
- On rare occasions the Council may terminate the rental agreement due to abuse or inappropriate use of the system or non-payment of invoices. The Council will keep the

Client fully informed of its decision and advise any interested parties such as Social Services and family members.

**ADDITIONAL INFORMATION:**

- The UK standard number of Ringer Equivalence Numbers (REN) is 4. This means the number of phones or equivalent equipment that can be connected simultaneously to one line is four. Your normal telephone and Lifeline Alarm count as two pieces of equipment. An answering machine, internet connection or fax-machine each count as one additional piece.
- **Please note that by signing this agreement you are consenting to all calls being recorded for quality assurance and monitoring purposes and to data being supplied by you being processed by Forestcare.**
- The Council maintains the right to sub-contract delivery of its Lifeline service.
- A new Key Safe purchased from Forestcare has a one year warranty.
- If the client purchases an electrical extension lead from Forestcare this is sold with a one year warranty.

**All Personal data provided for the purposes of this Agreement are protected by the Data Protection Act 1998 and when no longer required will be disposed of in a secure manner. You have a right to access the information we hold on you under the Freedom of Information Act. If you want to see your file you will need to put your request in writing enclosing a cheque for the £10.00 administrative fee and allowing two weeks for us to respond.**