

TERMS & CONDITIONS

The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales. Using Home Help LTD you are bound by the following Terms.

1. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.
2. The Emergency Response Centre will answer all calls and requests from Home Help LTD Personal Alarms 24 hours, 7 days a week, 365 days a year providing the customer adheres to the Terms set out on the agreement.
3. The Emergency Response Centre, upon receiving a call for assistance, will contact the dedicated Next of Kin, Doctor (If acquired) or the Emergency Services or whichever is deemed appropriate to the situation.
4. Home Help LTD will reasonably endeavour to check all GPS & Alarm systems by assisting the user (you) to ensure regular maintenance and testing is made at-least once a month.
5. Home Help LTD cannot be held responsible for failure of the service due to circumstances beyond its control, such as calls not received subject to tampering with said equipment, disconnection or rewiring, failure to charge the battery, failure to test the alarm or incorrect use of the Personal Alarm. We will reasonably endeavour to supply a new GPS Tracker almost immediately if the fault is of our own.
6. You (user) understand how the service works. You understand to test the pendant at least once a month using the SOS button. The Fall Alarm requires activation by you (user) and will be done over the telephone with an introductory call, along with how to use the service. (This must be arranged by you).
7. The control centre managed and regulated by the an accredited TSA Platinum Monitoring Centre will reasonably endeavour to answer 99.99% of alarm activations within 60 seconds, and to answer all alarm activations, including automated test calls. In the unlikely event of the control centre being unable to function properly, alternative arrangements will be put in place as quickly as possible but there may be a short delay in dealing with calls.
8. All calls to the control centre are voice recorded and can be replayed for training and quality purposes. I (you) understand that the purpose of tele-care is to support me at home and reduce the risks of independent living, but it cannot eliminate risks completely. Reasonable care will be taken to ensure that all alerts are handled correctly. Sensors do occasionally give false alerts and may sometimes fail to respond to a valid event; Upmost importance must be adhered to test the alarms if in doubt.
9. Access to my home (when in an emergency).
- I (You) agree to provide a means by which my contacts, can gain access to the property in an emergency where I am unable to answer the door. However, if our monitoring care centre are unable to contact either me or my nominated key holders they may call the emergency services to facilitate a forced entry. I understand that the liability for securing the property and any associated repair costs is my responsibility. I also agree to provide access to my home for installation if necessary.
10. You (user) agree to the following:
Always keep the unit battery charged up;
Test the equipment once a month by pressing the SOS button and inform the control centre of any problems with the equipment as soon as possible;

Provide you with my nominated contacts & key holder's details to enable you to contact them either prior to or in the event of an alarm activation;
I will also keep you up to date with any changes to my list of contacts and their details;

Allow personal information gained by Home Help LTD or our TSA Monitoring Centre during visits, telephone conversations and during providing the service to me, to be processed and shared with other professional agencies involved in the provision of services to meet my needs;

Take care of the equipment by keeping it clean;

Act and speak appropriately when dealing with 365 Medical Alert , or TSA Monitoring Centre staff;

Ensure that the Health & Safety of staff entering my property is not compromised and address any issues raised.

11. You (user) must ensure to update Home Help LTD of any changes made to Next Of Kin, change of telephone, holiday's or move of address so we can help assist and update your records.
- It is your responsibility to ensure your account details remain up to date. Failure to provide correct information when registering an account or to ensure your information remains up to date may lead to us suspending or terminating your Personal Alarm. In addition, you are responsible for all activities that occur on your account therefore, if you suspect the security for your Personal Alarm and monitoring has been breached you should let Us know as soon possible by contacting Home Help LTD.
12. Recurring Fees. Should Home Help LTD change their service fees we will provide notice by writing to you within 30 days of notice taking change. If you have signed up to the monthly, quarterly or annual plan you (user) agree to pay the service fees by direct debit, bank transfer or standing order/debit payment.
13. You (user) will be liable for any costs we incur due to you not making the correct payments by the required dates, including a fee of £10 for each failed direct debit and interest on any outstanding amounts at the rate of 5% above the Bank of England base rate from time to time (per annum) and any further administration costs We incur. If you have difficulties making payment, please contact your account manager.
14. We may suspend or cancel the Monitoring of your alarm if we do not receive an on-time, full payment from you. Suspension or cancellation of the Personal Alarm for non-payment could result in a loss of access to and use of your account.
15. Any payments due to us must be paid immediately on termination. If we have terminated your Use of the Personal Alarm under this agreement and you are within an initial minimum Subscription Service period or a subsequent renewal period you will be required to pay an amount equivalent to the remaining monthly payments due for that period on termination.
16. If you purchase the Personal Alarm as an individual, you agree that the Personal Alarm and monitoring of the alarm are only for personal use, and you will not use the Personal Alarm, any content available on the alarm, or Home Help LTD, for any commercial purpose. If you are a business user, you agree that you will use Home Help LTD only for your reasonable commercial purposes.
17. You must not attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, further sublicense, distribute, or use for other purposes the Personal Alarm, any game, application, or other content available or accessible through the Services, or any hardware associated with Home Help LTD. If you do so, we may cancel your account and your ability to access the monitoring of your alarm, and pursue other legal remedies. We may take any legal action we deem appropriate against users who violate our systems or network security, this contract or any additional terms incorporated or referenced in this contract. Such users may also incur criminal or civil liability.
18. You may not sell, assign, or otherwise transfer your account to another person.

19. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 30 calendar days from the day the Contract was entered into. If you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in undamaged condition at your own expense. Then we must without delay refund to you the full price for those Goods and Services which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods or Services.
20. If you are returning the personal alarm within the 30 days to us it must be sent back in the condition it was sold. If the product has been tampered with, damaged, or returned without the full equipment and packaging then you will be charged the cost of the alarm.