

## RDNS PERSONAL ALARM TERMS OF SUPPLY

**It is important to us that you understand your rights and obligations when you purchase our products and services.**

This document sets out the terms and conditions between you and Royal District Nursing Service of SA Limited (ABN 21 588 603 824) trading as RDNS (**RDNS, we, us**) for alarm and any other monitoring equipment and monitoring services which you purchase or rent from us. RDNS is part of the Silver Chain Group.

In these Terms of Supply:

**Alarm** means the alarm or alarms which are provided by us to you under these Terms of Supply.

**Alarm Application Form** means the form completed by you or one of our representatives on your verbal advice to order the Alarm and the Services.

**Equipment** means security and monitoring equipment (including Alarms and pendants) which are provided by us to you under these Terms of Supply.

**Fees** means the fees payable by you for the Equipment and Services set out in the Price List.

**Price List** means our price list of Fees for Equipment and Services, as updated from time to time in accordance with clause 5 (a) below.

**Rebate Scheme** means any scheme by which a government or private organisation funds or partially funds the purchase of the Equipment for you and/or the ongoing Alarm Monitoring Fees.

**Services** mean the monitoring services provided by us under these Terms of Supply.

### 1. Purchase of Equipment

- (a) If you purchase the Equipment, you will own it when you have paid for it in full. The Equipment will be your responsibility from the time it is delivered to you.
- (b) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you have purchased the Equipment, we will pass on the benefit of any manufacturer warranty available at the time of purchase.
- (c) We will meet our obligations to you in relation to the repair or replacement of faulty Equipment and failure to provide Services to you as required by the Australian Consumer Law (**ACL**). Nothing in these Terms of Supply are intended to remove or limit your rights under the ACL.

### 2. Rental of Equipment

- (a) If you are renting Equipment:
  - (i) You must pay the deposit amount for the Equipment you have rented set out in the Price List.
  - (ii) You must pay the rental fee agreed with us and set out in the Price List.
  - (iii) The deposit will be refunded to you at the end of the rental period provided that you return the Equipment in good working order (fair wear and tear excepted) and your account is paid in full.
  - (iv) You may not sell the Equipment or give it to anyone else to use.

- (v) If the Equipment requires repairs, you must return it to us and we will arrange for it to be repaired or provide you with another alarm that is the same or similar to the Equipment initially rented by you in accordance with clause 3 below.

### 3. Maintenance of Equipment

- (a) You must test your alarm at least monthly to ensure it remains in good working order.
- (b) Subject to clause 6, we will notify you if the Equipment needs to be replaced. If you have purchased the Equipment, you will need to pay for the cost of replacing or repairing the Equipment, unless it is covered by warranty.
- (c) Subject to clause 6, if you are renting the Equipment and it is faulty or needs replacing, it will be replaced by us at no cost to you.
- (d) If you lose any of the Equipment (whether rented or purchased), you are responsible for the cost of replacing it.
- (e) If you need replacement Equipment posted to you, you must ensure the Equipment is installed promptly and is then tested to ensure it is working correctly.

### 4. Monitoring

- (a) We will provide you with a 24 hour a day, 7 days a week monitoring service for the applicable Fees set out in the Price List. We will respond to an alarm signal from the Equipment in accordance with our alarm activation procedures. Where Services are provided to you over a mobile network, there will be an additional fee to cover the cost of the mobile SIM card.
- (b) Unless we have agreed to an alternative arrangement with you, we will charge you for all Services provided, including where mobile SIM Fees are applicable, monthly in arrears.

### 5. Fees and Cancellation

- (a) Fees for Equipment and Services are set out in the Price List. We will confirm the Fees applicable to you in writing following receipt of your Alarm Application Form, and otherwise when your arrangements change, or our Fees are updated.
- (b) We may change our Fees from time to time by updating or replacing the Price List. If we change a Fee which applies to your Equipment or Services, we will give you at least 30 days' notice in advance. You may cancel the Services at any time pursuant to clause 5 (c) below if you do not agree to the changes. If we do not hear from you, you are deemed to have accepted these changes and new Fees will be applied to your account when you are next charged.
- (c) You can cancel the Services for any reason by contacting us and advising us that you no longer require the Services.
- (d) If you purchased the Equipment, the Equipment must be disconnected at the time you advise us that you are cancelling the Services.
- (e) If you cancel the Services and you are renting Equipment from us, you must return the Equipment as soon as possible. You will continue paying Fees until the Equipment arrives back at our office. We will advise you where to send the Equipment when you cancel the Services.
- (f) We may cancel the Services on 14 days' notice to you if your Fees remain unpaid for three calendar months or longer.
- (g) To cover our costs, we may impose cancellation Fees if you:
  - (i) purchase Equipment and subsequently cancel the order with less than 10 Business Days' notice of the supply date; or

- (ii) purchase Services and subsequently cancel the order with less than 6 Business Days' notice of the supply date.

## 6. Liability of RDNS

- (a) You agree to use a surge protector with your Equipment at all times.
- (b) We will provide the Equipment and the Services with appropriate care and diligence. However, there are some situations where we may not be able to provide the Services to you due to your location, or telecommunications failures or issues. Subject to any limitations in law, if the Equipment fails or the Services are not fully functional due to circumstances beyond our reasonable control, we will not be liable for any damage, loss or injury sustained by you. These circumstances include:
  - (i) damage to the Equipment due to fire, water, earthquake, vandalism or theft or weather condition;
  - (ii) where the Equipment is damaged as a result of your negligence or lack of care;
  - (iii) where you do not replace or properly install the replacement Equipment;
  - (iv) where you elect to install the Equipment yourself or have the Equipment installed by someone other than an RDNS approved installer, and the reason for any failure of the Equipment to work properly is faulty or incorrect installation;
  - (v) faults or suspension in external services or utilities including if the mobile network goes down or National Broadband Network (NBN) faults occur or are in a black out area;
  - (vi) power surges; and
  - (vii) faults caused by any service or modification to the Equipment which is not supplied by us or an authorised agent or contractor of ours on our instructions.
- (c) Subject to clause 6 (b) and 1 (a) to (c) above, all warranties and guarantees implied by law are expressly excluded.
- (d) Under no circumstances are we liable for any loss of profits, loss of revenue or loss of opportunity or any consequential, incidental or special loss or damages, or for punitive or exemplary damages however it arises.

## 7. Self-Installed Alarms

If the Equipment needs to be hard wired, we recommend that an RDNS approved technician is used to install the Equipment. If you choose to install the Equipment yourself, we will not be liable to you if the Equipment does not function because you do not have a separate dedicated telephone line with mode 3 wiring for the Equipment and your phone is left off the hook.

## 8. Access to Premises

You agree to provide us and our employees and contractors with safe access to your premises to install and, if required, to remove the Equipment.

## 9. Refunds

- (a) Provided the Equipment is returned to us in reasonable condition (less fair wear and tear), we will refund you any rental deposit you have paid, less any deductible Fees owing to us.
- (b) If you cancel your Services, any Fees which you have paid in advance (including any deposit) will be refunded to you, less any deductible Fees owing to us.
- (c) If a refund is payable to you, we will endeavour to process this request as quickly as possible.

## 10. Privacy Statement

- (a) Your personal information (including sensitive information) will be used by RDNS and its related bodies corporate for the purpose for which you have provided it and for further communications regarding any of our products and services. If you do not wish to receive further communications about this or any products and services that may benefit your security and wellbeing, you may contact us on 1300 854 365.
- (b) We will store your personal information securely (either in Australia or overseas). Information about how we collect, use and store your personal information is contained in the Silver Chain Group Privacy Policy and Collection Statement which are available on our website at [www.silverchain.org.au/sa/privacy](http://www.silverchain.org.au/sa/privacy). If you would like a copy of our Privacy Policy or Collection Statement sent to you, you may contact us on 1300 854 365.

## 11. South Australian Rebate Scheme Clients

- (a) Notwithstanding anything else in these Terms of Supply, if you are receiving Equipment and Services through the South Australian Rebate Scheme, the following terms apply:
  - (i) unless the Rebate Scheme provides otherwise, if the Equipment is damaged and the damage is not covered by the manufacturer's warranty or any implied warranties under Australian Consumer Law, you will be required to pay any repair costs for the Equipment; and
  - (ii) if at any time in the future the Rebate Scheme ceases or you are no longer eligible for the Rebate Scheme and you still wish to keep the Equipment and receive the Services, you may be required to pay a monitoring fee as advised to you by us.

## 12. Amendments to These Terms and Conditions

We may vary these Terms of Supply from time to time upon no less than 14 days' notice to you. If the variation is material to you, we will give you no less than 30 days' notice in advance. If you do not agree to the variation, you may cancel your Services at any time in accordance with clause 5 (c). The current Terms of Supply are available on our website at [www.rdns.org.au/alarms](http://www.rdns.org.au/alarms).

## 13. Authorisations and Acknowledgements

- (a) You authorise RDNS and its related bodies corporate, authorised agents and contractors to use or disclose your personal information (including sensitive information) when disclosure is considered necessary for your care or welfare, to provide the Services, or if it is required by law.
- (b) You authorise RDNS and its related bodies corporate, authorised contractor to call an emergency service (including ambulance, fire or police) on your behalf if there are reasonable grounds to indicate, or if you or someone with you at the time advises RDNS, that emergency services are required. Any ambulance fees will be met by you.
- (c) You authorise the entry to your residence by any emergency responders and the use of reasonable force necessary to gain entry to your residence. You will not hold them or RDNS liable if damage is caused to your residence in doing so.
- (d) You authorise RDNS or its related bodies corporate, authorised contractor to record all incoming and outgoing telephone calls made to and from the Alarm response centre.
- (e) You understand that any charges to your telephone account are your responsibility. If your alarm works through a landline you understand that any testing or activations will appear on your telephone account as a 1300 number.

- (f) You understand that it is your responsibility to ensure that your emergency contacts are able to gain-access to your home in the case of an emergency.
- (g) You authorise RDNS or its related bodies corporate to communicate with you about other products and services which may benefit your security or welfare.