

Silver Chain Alarms

Terms of Supply



Silver Chain Alarms

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 Silver Chain Group Limited (ABN 77 119 417 018) for alarm and any other monitoring equipment and monitoring services which you purchase or rent from us.

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 consultants on your verbal advice to order the Alarm and the Services.

Equipment means security and monitoring equipment (including alarms, Gem4 GPS, 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 6 a below.

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

Trial Product means Equipment provided by us for the purpose of trialling the Equipment, or a feature, enhancement or component of the Equipment.

Global Positioning System or 'GPS' means the digital satellite navigation system embedded in the wearable Equipment that is used to determine the ground position of an the Equipment. GPS also includes a mobile personal emergency response system and fall detector.

1. Supply of Equipment

- a. We will supply the Equipment, including the Trial Product (where applicable) to you in accordance with these Terms of Supply.
- b. You acknowledge and agree that the Trial Product is provided for trial purposes only and, as a result, the Equipment may not necessarily:
 - i. perform in the same manner as similar products;
 - ii. be fit for your particular circumstances; or
 - iii. be free from defects.

2. 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 (ACL). 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, having regard to the circumstances and the supply of a Trial Product, the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- c. The Trial Product is provided with a 3 month warranty and any other Equipment is provided with a 12-month warranty from the date of purchase. In addition to the rights you have under the ACL, if you have purchased Equipment and the Equipment is found to be defective in material or workmanship during the Warranty period, the Equipment will be replaced free of charge. The Warranty does not cover:
 - 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 properly install the Equipment; and
 - iv. where you elect to install the Equipment yourself or have the Equipment installed by someone other than a Silver Chain approved installer, and the reason for any failure of the Equipment to work properly is faulty or incorrect installation.
- d. 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 ACL and/or the Warranty. Nothing in these Terms of Supply are intended to remove or limit your rights under the ACL.

3. 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. At the end of the rental period, the Equipment must be returned to us no more than 30 days from the end of the rental period.
 - iv. 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.

- v. You may not sell the Equipment or give it to anyone else to use.
- vi. 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 4 below.

If the alarm is not returned to us within 30 working days, you or the third party purchaser of the equipment agree to pay us the replacement costs or the full cost of the equipment and any outstanding fees associated with your account.

4. Maintenance of Equipment

- a. You must test the Equipment at least monthly to ensure it remains in good working order.
- b. Subject to clause 7, 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 the Warranty.
- c. Subject to clause 7, 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 purchase the Equipment, you are responsible for maintaining insurance, as you consider appropriate, for the Equipment.

- f. If you need replacement Equipment posted to you, it is your responsibility to ensure the Equipment is installed promptly and is then tested to ensure it is working correctly.

Subject to clause 7, if you purchase the Equipment, you will be entitled to a twelve (12) month warranty period for repair and replacement by us at no cost to you. At the expiry of the warranty period, you will be responsible for any costs associated with repair and/or replacement.

5. 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.

6. 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 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 6 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 on **1300 557 551** or email alarms@silverchain.org.au 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 within 30 days. 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.

7. Liability of Silver Chain

- a. You agree to use a surge protector with your Equipment at all times. If the surge protector is not used with the Equipment, Silver Chain will not be liable for any damage, loss or injury sustained by you.
- 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. Accordingly, you agree to not hold us responsible or liable in such circumstances.
- c. Subject to any limitations in law, if the Equipment, including the Trial Product, fails or the Services do not perform as reasonably expected due to circumstances beyond our reasonable control, we will not be liable for any damage, loss or injury sustained by you. These circumstances may include:

- i. where the Equipment GPS is out of range, (for example where the Equipment is outside of the access point coverage or failure of, or interruption to GPS) or where the Equipment battery is flat or faulty.
 - ii. damage to the Equipment due to fire, water, earthquake, vandalism or theft or weather condition;
 - iii. where the Equipment is damaged as a result of your negligence or lack of care;
 - iv. where you do not replace or properly install the replacement Equipment;
 - v. where you elect to install the Equipment yourself or have the Equipment installed by someone other than a Silver Chain approved installer, and the reason for any failure of the Equipment to work properly is faulty or incorrect installation;
 - vi. 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;
 - vii. power surges; and
 - viii. 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.
- d. Subject to clause 7 b and 2 a to c above and to the full extent permitted by law, all warranties and guarantees implied by law are expressly excluded.

- e. To the full extent permitted by law, you take all risk associated with the use of the Equipment, including the Trial Product.
- f. 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.

8. Self-Installed Alarms

If the Equipment needs to be hard wired, we recommend that a Silver Chain 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.

9. 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.

10. Refunds

- a. Provided the Equipment is returned to us in reasonable condition (taking into consideration 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.

11. Authorisations and Acknowledgements

- a. You acknowledge that the Trial Product and the Equipment may not perform as expected, or as you may expect similar goods to perform, as:
 - i. the Trial Product, or a feature, enhancement or component of the Trial Product, is currently being trialled; and
 - ii. the use of the Trial Product may impact on the overall performance of the Equipment.
- b. You acknowledge that you have considered your personal needs and circumstances and agree that:
 - i. the Equipment, including the Trial Product, meets your needs; and
 - ii. you have suitable arrangements in place should the Trial Product fail to perform in the same manner as similar products.
- c. You acknowledge that any ambulance fees incurred if Silver Chain calls an ambulance in response to an emergency involving you will be met by you.
- d. 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 Silver Chain liable if damage is caused to your residence in doing so.

- 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.

12. Privacy Notice and Consent

- a. By agreeing to these Terms of Supply, you consent to Silver Chain handling your personal information in the ways set out in this privacy notice and consent.
- b. You consent to Silver Chain collecting your personal information (including where relevant your health information) for the purposes of:
 - i. providing you with its alarm monitoring service, which may include recording all incoming and outgoing telephone calls made to and from the Alarm response centre;
 - ii. conducting research as permitted by law;
 - iii. handling complaints and incidents;
 - iv. providing you with information about Silver Chain's products and services that may be of interest to you and assist you living in your

home for as long as possible (if you choose not to be notified of our additional services, you can contact us on **1300 557 551** or email [**alarms@silverchain.org.au**](mailto:alarms@silverchain.org.au) to let us know);

- v. accounts and billing purposes; and
 - vi. managing its business (including for quality assurance, practice accreditation and record keeping purposes).
- c. Silver Chain ensures that it stores your personal information securely. Silver Chain may sometimes store your personal information outside Australia.
- d. To help respond to any incidents raised by a call to Silver Chain's monitoring service, Silver Chain may disclose information about you to:
- i. designated family and/or friends;
 - ii. emergency services;
 - iii. where you are a client of other Silver Chain services, to other Silver Chain service providers;
 - iv. other health care providers; and
 - v. appropriate others.
- e. By completing the Alarms Application form, you consent to these people collecting your personal information from us in these circumstances unless you have contacted us via phone or email to advise otherwise.
- f. Our Privacy Policy, located at [**www.silverchain.org.au/privacy/**](http://www.silverchain.org.au/privacy/),

contains information about how to seek access to personal information we hold and seek the correction of that information; and our complaints handling procedures.

13. Subcontracting and assignment

- a. Silver Chain may, at its discretion, use subcontractors to perform its obligations under these Terms of Supply.
- b. Silver Chain may at any time assign all, or any part of its rights, or novate all, or any part of its rights or liabilities, under these Terms of Service to any person or entity.

14. 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 6 c. The current Terms of Supply are available on our website at [**www.silverchain.org.au**](http://www.silverchain.org.au)

Contact us

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Silver Chain Group Limited.

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