

CareAlert Rental Alarms - Terms of Supply

It is important to us that you understand your rights and obligations when you rent our products and services. This document sets out the terms and conditions between you and CareAlert (ABN 21 588 603 824). (CareAlert, we, us) for alarm and any other monitoring equipment and monitoring services which you 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 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 4 a. below.

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

1. Rental of Equipment

- a) You must pay the deposit amount for the Equipment you have rented set out in the Price List.
- b) You must pay the rental fee agreed with us and set out in the Price List.
- c) 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.
- d) You may not sell the Equipment or give it to anyone else to use.
- e) 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 2 below.

2. Maintenance of Equipment

- a) You must test your alarm at least monthly to ensure it remains in good working order.
- b) Subject to clause 5, we will notify you if the Equipment needs to be replaced.
- c) Subject to clause 5, 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, 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.

3. 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. The monitoring centre will respond to an alarm signal from the Equipment in accordance with their alarm activation procedures.
- 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.

4. 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 4 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 75 85 95 or email office@carealert.com.au and advising us that you no longer require the Services.
- d) 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.
- e) We may cancel the Services on 14 days' notice to you if your Fees remain unpaid for one calendar month or longer.
- f) To cover our cost, we may impose cancellation Fees if you rent Equipment and subsequently cancel the order with less than 10 Business Days' notice of the supply date.

5. Liability of CareAlert

- a) 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 have the Equipment installed by someone other than a CareAlert 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.
 - 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.
- b) 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.

6. Self-Installed Alarms

The CareAlert Smart Dialler will be fully programmed prior to dispatch. You will be able to self-install. It is your responsibility to test the equipment once installed. We will not be liable to you if the Equipment has not been tested to your satisfaction.

7. 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.

8. 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.

9. Authorisations and Acknowledgements

- a) You acknowledge that any ambulance fees incurred if our monitoring centre calls an ambulance in response to an emergency involving you will be met by you.
- b) 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 CareAlert liable if damage is caused to your residence in doing so.
- c) 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.

10. Privacy Notice and Consent

- a) By agreeing to these Terms of Supply, you consent to CareAlert handling your personal information in the ways set out in this privacy notice and consent.
- b) You consent to CareAlert 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 CareAlert'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 75 85 95) or email office@carealert.com.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) CareAlert ensures that it stores your personal information securely. CareAlert may sometimes store your personal information outside Australia.
- d) To help respond to any incidents raised by a call to CareAlert's monitoring service, the monitoring centre may disclose information about you to:
 - i. designated family and/or friends;
 - ii. emergency services;
 - iii. other health care providers; and
 - iv. 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.

11. Subcontracting and assignment

- a) CareAlert may, at its discretion, use subcontractors to perform its obligations under these Terms of Supply.
- b) CareAlert 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.

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.

The current Terms of Supply are available on our website at <https://www.carealert.com.au/page/rental-systems/>