

T&Cs

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

PARTICULAR ATTENTION IS DRAWN TO CLAUSES 5, 7 AND 14.

1 These T&Cs

- 1.1 **What this Agreement covers.** These are the terms and conditions on which we will supply the Equipment and the Services to you.
- 1.2 **Why you should read them.** This Agreement tells you who we are, how we will provide the Equipment and the Services to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. If you think there is a mistake in this Agreement or if there is anything you do not understand, or may not agree with, please contact us to discuss this with a member of staff.

2 Information about us and how to contact us.

- 2.1 **Who we are.** We are Careium UK Limited, a company registered in England and Wales (with company number 04133585) at Aspinall House, Walker Park, Blackburn, Lancashire BB1 2QE.
- 2.2 **How to contact us.** You can contact us by telephone, email or by writing to us via the contact information contained within the Contract Details.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided to us within the Contract Details.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in this Agreement, this includes emails.

3 Our Agreement with you

- 3.1 **How we will accept your order.** When you sign the Agreement or confirm your wish to rent the Equipment and / or Services via telephone, you accept the terms and conditions set out in this Agreement. Where you are a Service Member Representative that has entered into this Agreement on the Service Member’s behalf, you understand and agree that you will either comply with this Agreement or procure the compliance of the Service Member with the same (where relevant) and remain responsible for the Service Member’s obligations under this Agreement.
- 3.2 If you wish to rely on any amendment or addition to the Agreement, you should ensure it is confirmed in writing by one of our duly authorised representatives. If we agree any variation in the Equipment and / or Services to be supplied, this will be deemed to be an amendment to this Agreement rather than a new agreement.

4 The Equipment

- 4.1 **Hiring the Equipment.** We will hire the Equipment to you subject to you paying us the Subscription Charges under these terms and conditions. We will not, other than in the exercise of our rights under this Agreement or any Applicable Laws, interfere with your quiet possession of the Equipment. Your rental of the Careium Equipment will start on the Commencement Date and will continue for the Term.
- 4.2 **Who will own and have the risk for Equipment.** The Equipment will, at all times, remain our property (or the property of the relevant third-party supplier) and you will have no right, title, or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms and conditions).
- 4.3 The risk of loss, theft, damage, or destruction of the Equipment will pass to you on Delivery. The Equipment will remain at your sole risk during the Term and any further period during which the Equipment is in your possession, custody or control (**Risk Period**) until such time as the Equipment is redelivered to us (or the relevant third party, as notified to you at the time of return) as set out in clause 4.7.
- 4.4 **Insuring the Equipment.** During the Term and the Risk Period, you will be responsible for insuring the Equipment under your household insurance policy.

- 4.5 **Delivery of the Equipment.** Upon creation of a contract with you, delivery will be made by us. We will dispatch the Equipment by post to your address (as detailed within the Contract Details) unless you notify us otherwise, usually arriving within 3 Business Days. Any time estimate for delivery is approximate only and we will not be responsible for any loss or costs incurred directly or indirectly as a result of any delay in the delivery of the Equipment.
- 4.6 **What to do when you receive the Equipment.** Please inspect the Equipment immediately upon receipt to ensure that it is in good working order and that the Equipment has not been damaged in any way.
- 4.7 **Returning the Equipment.** You, any Service Member's Representative or Key Holder must contact us in order to arrange the return of any Equipment. You, any Service Member's Representative or Key Holder will return the Equipment at the end of the Term (and in any event within 21 days of termination of this Agreement, unless agreed otherwise with us) to such address as we require. If you have lost / misplaced the Equipment and are unable to return the same to us, we may charge you a fee which reflects the costs incurred by us in replacing the lost / misplaced Equipment.
- 4.8 **We are not responsible for delays outside our control.** If our delivery of the Equipment is delayed by an event outside of our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If we do this then we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Agreement and receive a refund for any Equipment and / or Services you have paid for, but not received.

5 Warranty

- 5.1 **What warranty we provide to you.** We warrant that the Careium Equipment will substantially conform to its specification, be of satisfactory quality and fit for any purpose held out by us. We will use reasonable endeavours to remedy, free of charge, any material defect in the Careium Equipment which arises within the period of 24 months from Delivery (by either repairing or replacing the relevant Careium Equipment), provided that:
- 5.1.1 you tell us of any defect in writing within 10 Business Days of the defect occurring or of you becoming aware of the defect.
- 5.1.2 we are permitted to make a full examination of the alleged defect.
- 5.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than our authorised personnel.
- 5.1.4 the defect did not materialise as a result of you not allowing us to provide the Maintenance Services; and
- 5.1.5 the defect is directly attributable to defective material, workmanship, or design.
- 5.2 If the Careium Equipment comprises or contains equipment or components which were not manufactured or produced by us, you will be entitled only to any warranty or other benefit as we have received from the manufacturer.
- 5.3 This clause 5 does not apply to any Third-Party Equipment, for which you will only be entitled to any warranty or other benefit which is made available by the relevant Third-Party Equipment provider. Please contact us immediately if there are any issues in relation to any Third-Party Equipment and we will inform you of your rights and options in relation to the same.

6 The Services and our obligations

- 6.1 **The Services we will provide.** We will provide the Services to you from the Commencement Date, and we will do all that we reasonably can to:
- 6.1.1 supply the Monitoring Services in accordance with this Agreement in all material respects.
- 6.1.2 supply the Maintenance Services in accordance with this Agreement in all material respects; and
- 6.1.3 to meet any timescales specified within this Agreement but any such timescales will be estimates only.
- 6.2 Whilst we will provide the Careium Equipment and Services in line with all Applicable Laws, please note that the Applicable Laws may change from time to time. In accordance with this, we may amend the Equipment and / or Services in order to ensure such compliance and provide you with notice of the same.

- 6.3 Other than as set out in clause 6.2 above, we may also amend the Careium Equipment and / or Services from time to time to reflect our current offering. We will provide you with at least 30 days' written notice of such change. If you do not agree with such changes, you may terminate this Agreement immediately by notifying us.

7 Your obligations to us

7.1 You will:

- 7.1.1 co-operate with us in all matters relating to the Services (including providing us with access to the Equipment in order to provide the Maintenance Services and / or inspect the same, where such Services form a part of this Agreement) and provide all necessary details to us as required in order for us to provide the Services.
- 7.1.2 where relevant, ensure that the power supply to the Equipment is not switched off.
- 7.1.3 inform us immediately of any low battery notifications and allow us to (where relevant) either change the battery in the Equipment within 30 days of a low battery notification or provide a replacement.
- 7.1.4 ensure that all information you provide to us (including the information set out in the Contract Details) is correct and notify us immediately if you become aware of a change in the information or your circumstances.
- 7.1.5 comply with all reasonable instructions provided by us in relation to the Equipment, including any user instructions and guides.
- 7.1.6 ensure that the Key Holder(s) have been contacted, are willing to participate and have a key to your property.
- 7.1.7 inform us as soon as reasonably practicable of any relevant changes in your circumstances or to the Key Holder's details.
- 7.1.8 inform us of any periods in which you will be away from your home (for example, on holiday or staying in hospital).
- 7.1.9 notify us immediately if you are unable to self-install the Equipment in accordance with our installation instructions.
- 7.1.10 ensure that the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed.
- 7.1.11 test the Equipment once a month to ensure it is working properly and, if not, inform Careium immediately of any faults.
- 7.1.12 notify us should you become aware that the Equipment is not functioning correctly, or you get an alert that any Equipment battery is low or almost depleted.
- 7.1.13 not make any alteration to the Equipment or remove any existing component(s) from the Equipment.
- 7.1.14 notify us immediately in the event of any loss, accident, or damage to the Equipment.
- 7.1.15 inform us of any risks to our personnel (or others acting on our behalf) in entering your premises.
- 7.1.16 agree to any calls between you and our control centre being recorded for monitoring purposes and retained for a minimum of 36 months.
- 7.1.17 take reasonable care of any Equipment and be responsible for any breakage, loss, or accidental damage.
- 7.1.18 if you are eligible for VAT exemption, provide us with all full and necessary information we require to process the VAT exemption. You understand that any failure to do so will result in you having to pay VAT in accordance with the Applicable Law.
- 7.1.19 not sell, dispose of or part with the possession of the Equipment.
- 7.1.20 deliver up the Equipment at the end of the Term at such address as we require and in accordance with clause 4.7 or if necessary allow us or our representatives access to your property or any premises where the Equipment is located for the purpose of removing the Equipment;
- 7.1.21 where any of the Equipment taken by you is reliant on location or tracking data, keep such Equipment on your person at all times and not interfere with the tracking function in any way; and
- 7.1.22 where relevant and you have paid for the same, allow access to our staff and agents for installation, maintenance, repair, and recovery of the Equipment, if required.

7.2 You acknowledge that we will not be responsible for any loss of or damage to the Equipment were caused by your negligence, misuse or mishandling of the Equipment or where otherwise caused by you.

8 Charges and Payments

8.1 **Price and payment.** The Charges due under this Agreement are set out in the Contract Details and will be made in accordance with the below.

8.2 **Upfront payments.** On the Commencement Date you will pay the Set-Up Fee, and if applicable, a Key-Safe Purchase Fee and Key-Safe Installation Fee.

8.3 **Subscription Charges.** In consideration of the ongoing provision of the Equipment and / or Services, you will pay the Subscription Charges.

8.4 **Additional Charges and Increasing the Subscription Charges.** We reserve the right to make additional charges for any work done by us which is as a result of you, results from your failure to observe your obligations or is not covered by the Services being provided under this Agreement. We reserve the right to review and adjust the Subscription Charges once in each Calendar Year:

8.4.1 to reflect any increases in the Subscription Charges due to circumstances beyond our control (including inflation, regulatory changes, legislative changes, or industry practice) upon providing you 30 days' prior notice, such adjustment to be effective upon expiry of the notice and to apply to any further Subscription Charges falling due following such notice period; and / or

8.4.2 in accordance with the Retail Price Index.

8.5 **When we will invoice you.** We will invoice you for the Subscription Charges and any additional charges monthly in advance during the Term.

8.6 **Paying by Direct Debit.** This is Careium's preferred method of payment. Please complete the attached direct debit mandate and return to our Finance office in the post-paid envelope enclosed. If, for any reason, payment is not made by Direct Debit on the date due for payment, you will arrange immediate payment by an alternative means.

8.7 **Other payment methods.** In relation to the first instalment and unless you have opted to pay us by Direct Debit and have returned a completed Direct Debit Mandate, you will pay each invoice submitted to you by return to a bank account indicated on the bottom of your invoice nominated in writing by us from time to time.

8.8 **We can charge interest if you pay late.** If you do not make any payment to us or if we are unable to collect any payment from you by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.9 **Our other rights if we do not receive payments.** We may suspend all or part of the Services until payment has been made in full or terminate this Agreement under clause 15.2.

8.10 **VAT on payments.** All sums payable to us under this Agreement:

8.10.1 are exclusive of VAT, and you will pay an additional amount equal to any VAT chargeable on those sums on delivery of a VAT invoice, unless you qualify for VAT exemption and have complied with your obligation at clause 7.1.18; and

8.10.2 will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law).

9 Your Rights

9.1 **Cooling-off period.** You have the right to change your mind and may give notice cancelling this Agreement within 14 days of taking delivery of the Equipment. To exercise this right to cancel, you must inform us in writing of your decision to cancel the Agreement (for example, via a letter sent by post or e-mail). If required, please contact Customer Services by telephone or email. Additionally:

9.1.1 in the event of a cancellation, you must return the Equipment to us in the same condition and specification as it was delivered. You will be responsible for the direct cost of returning the Equipment (unless we agree otherwise). You must ensure that the Equipment is returned with the same items with which it was sold (for example, self-installation instructions, user manual etc.). If you have altered, modified, personalised, or adapted the Equipment in any way you will have no right of cancellation.

- 9.1.2 if the Equipment is returned to us in line with the conditions stated, we will process any reimbursement due within 30 days of the date the Equipment is received by us. The reimbursement will be executed in the same way that payment was originally made, less any deduction for diminished value, reasonable administration costs and / or for the Services provided by us up until the time that you tell us that you have changed your mind; and
- 9.1.3 if you cancel after we have started providing the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

9.2 **Damaged or faulty Equipment or improper performance of the Services**

- 9.2.1 If the Careium Equipment is faulty or damaged, we will seek to rectify this in line with clause 5 by either repairing or replacing the Careium Equipment.
- 9.2.2 If any Services we provide have not been performed properly, we may offer to refund you some or all of the price of the Services.
- 9.2.3 Please contact us by telephone or email (at the contact details specified within the Contract Details) to discuss any issue with the Equipment or Services purchased and inform us of which of your legal rights you wish to exercise.
- 9.2.4 If you wish to exercise your legal rights to reject the Equipment, please provide your name, home address, details of the order and, where available, your telephone number and email address to our customer service team. A member of our team will arrange for the Equipment to be returned in accordance with clause 4.7.
- 9.2.5 Any refund will be via the method you used for payment and will be made as soon as possible. If the method you used for payment has expired in the intervening period, we will refund you the price you paid for the Equipment and / or Services by cheque or TT transfer.

10 **Circumstances outside of our control**

- 10.1 We will not be responsible for failure to deliver the Services due to circumstances beyond our control, including but not limited to:
 - 10.1.1 issues with any Third-Party Equipment.
 - 10.1.2 calls not received by our control centre due to issues or problems with any internet connection or other telecommunication link.
 - 10.1.3 delays or failure by the emergency services to respond.
 - 10.1.4 delays in answering your call due to problems with your telephone line being occupied by an answering machine or service, fax machine, internet connection or other telephone equipment; or
 - 10.1.5 us being prevented or delayed in providing the Services or complying with our obligations under this Agreement due to your failure to comply with your obligations at clause 7 (including any mistakes in the information you have provided to us).

11 **Compliance with laws**

- 11.1 In performing our obligations under this Agreement, we will comply with all Applicable Laws.
- 11.2 We will provide you with reasonable notice of any changes to the Equipment and / or Services required as a result of changes to the Applicable Laws.

12 **Data Protection**

- 12.1 In collecting and using your personal data, we will comply with the Data Protection Legislation, our Privacy Notice and will not use your personal data for any other purpose other than to exercise our rights and perform our obligations under or in connection with this Agreement.
- 12.2 If, at any point during the Term, you revoke your consent in relation to us using your personal data, you acknowledge that this Agreement will automatically terminate, and the retention or deletion of your personal data will be dealt with in accordance with our Privacy Notice.

13 **Confidentiality**

- 13.1 We undertake that we will not at any time disclose to any person any confidential information concerning you, any Service Member's Representative or Key Holder except as permitted by clause 13.2

- 13.2 **When we may disclose confidential information.** We may disclose your confidential information:
- 13.2.1 to our employees, officers, representatives, contractors, subcontractors, or advisors who need to know such information for the purposes of exercising our rights or carrying out our obligations under or in connection with this Agreement. We will ensure that our employees, officers, representatives, contractors, subcontractors, or advisors to whom it discloses the other party's confidential information comply with this clause 13;
 - 13.2.2 to any person necessary in order for us to provide the Services, including any Next of Kin, Key Holders, or the emergency services; and
 - 13.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 **How we will use your confidential information.** We will not use any of your confidential information for any purpose other than to exercise our rights and perform our obligations under or in connection with this Agreement.

PLEASE READ THIS CLAUSE CAREFULLY

- 14 **Our responsibility for loss or damage suffered by you.**
- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill but, except as set out in clause 14.2, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Equipment and Services; and for defective products under the Consumer Protection Act 1987.
- 14.3 Subject to clause 14.2, Careium will have no liability in relation to the Third-Party Equipment and your remedies in relation to the same will be against the relevant Third-Party Equipment provider or as set out in their terms.

15 **Termination**

- 15.1 **You want to end the Agreement because of something we have done.**
- 15.1.1 If you are ending the Agreement for a reason set out at (a) to (e) below, the Agreement will end immediately, and we will refund you in full for the Careium Equipment and / or Services which have not been provided or have not been provided properly (and you may also be entitled to further compensation). The reasons are:
- (a) we have told you about an upcoming change to the Careium Equipment, Services or these terms and conditions which you do not agree to.
 - (b) we have told you about an error in the price or description of the Careium Equipment and / or Services and you do not wish to proceed.
 - (c) there is a risk that supply of the Careium Equipment and / or Services may be significantly delayed because of events outside our control.
 - (d) we have suspended supply of the Careium Equipment and / or Services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 14 days: or
 - (e) you have a legal right to end the Agreement because of something we have done wrong.
- 15.1.2 To end the Agreement for any reason stated above and arrange return of the Equipment, please contact our team by telephone or email (at the contact details specified within the Contract Details). Please provide your name, home address, details of the order and, where available, your telephone number and email address.

15.1.3 Any refund will be via the method you used for payment and will be made as soon as possible. If the method you used for payment has expired in the intervening period, we will refund you the price you paid for the products by cheque or TT transfer.

Terminating the Agreement. Either we or you may terminate this Agreement at any time or 30 days' written notice to the other.

15.1.4 You can call or write to us by letter or email (contact details set out in the Contract Details) to terminate the Agreement and such termination will be effective 30 days after the date we receive your call or notice in writing (unless otherwise agreed). We will confirm such date of termination in writing to you (by letter or email).

15.1.5 Where we write to you to terminate the Agreement, we will confirm the date of termination in writing (by letter or email). Unless otherwise agreed, such date shall be at least 30 days from the date of our notice.

15.2 **Circumstances when we can terminate the Agreement.** Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving written notice to you if:

15.2.1 you fail to pay any amount due under this Agreement on the due date for payment and you still don't make payment within 14 days of our reminding you that payment is due.

15.2.2 you do not upgrade to any new and required version of the Equipment (in the event that the current Equipment is discontinued, materially upgraded, or no longer supported).

15.2.3 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Equipment and / or Services.

15.2.4 you commit a serious breach of any term of this Agreement which is not capable of being remedied or (if such breach can be remedied) have not done so within a period of 30 days after being asked by us to do so.

15.2.5 you repeatedly breach any of the terms of this Agreement and, in doing so, we reasonably consider that your conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement.

15.2.6 you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against them under the County Court Act 1984; or

15.2.7 you die or move to a premises which provides assisted living.

15.3 **What is a serious breach.** For the purposes of clause 15.2.4, a **serious breach** means:

15.3.1 a breach of any of the obligations set out in clause 7; or

15.3.2 a breach that has a serious effect on the benefit we would otherwise derive from this Agreement or where there is a real risk of loss or harm to us or others if the Agreement continues for even a short period.

16 Consequences of termination

16.1 **What happens on termination.** On termination of this Agreement:

16.1.1 our consent to your possession of the Equipment will terminate; and

16.1.2 the Equipment will be returned to us in accordance with clause 4.7.

16.2 **Payment of outstanding charges.** Without prejudice to any other rights or remedies, you will pay to us on demand:

16.2.1 all Subscription Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 8.8; and

16.2.2 any costs and expenses incurred by us in recovering the Equipment or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

16.3 **Third Party Equipment.** You understand that the Third-Party Equipment provided to you under this Agreement is obtained from a third-party provider. In line with this, if this Agreement is terminated during any Contract Year, you may be liable for early termination fees in relation to the Third-Party Equipment. Where it becomes apparent that such fees will be payable, we will take reasonable steps to keep the same to a minimum and discuss the situation with you at the time of termination and you may choose to either continue with the hire of the Third-Party Equipment only under this Agreement or terminate subject to the payment of the termination fee.

- 16.4 **Advance Payments.** If the Agreement is terminated in line with clause 15.3, we may retain any advance payment (or any proportion thereof) made to us prior to termination of this Agreement, including in relation to any Third-Party Equipment, to reflect any real and fair pre-estimate of the costs (including administrative) and / or loss of profit we incur as a result of the Agreement being terminated.
- 17 **Assignment and other dealings**
We may at any time subcontract, assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that we give prior written notice of such dealing to you.
- 18 **Other important terms**
- 18.1 **Even if we delay in enforcing this Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 18.2 **Which laws apply to this Agreement and where you may bring legal proceedings.** This Agreement is governed by English law, and you can bring legal proceedings in respect of the Equipment and Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Equipment and Services in the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Equipment and Services in either the Northern Irish or English courts.
- 18.3 **Alternative dispute resolution if you are an individual consumer.** For details of our complaint policy, please contact customer services either by telephone or email. We will always attempt to resolve any disputes quickly and efficiently, however, if you remain dissatisfied with the outcome and explanation we have provided, we recommend you contact the TEC Services Association.
- 19 **Definitions**
- 19.1 The following definitions and rules of interpretation apply in this Agreement:
Applicable Laws: all applicable laws, statutes, regulations, and codes from time to time in force.
Business Day: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
Calendar Year: the period commencing on 1 January until 31 December in any year in which this Agreement is in force.
Contract Year: the period of 12 months commencing on the Commencement Date and each subsequent 12-month period.
Data Protection Legislation: all applicable data protection and privacy legislation in force in the UK including the UK GDPR; The Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications), and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, and appropriate technical and organisational measures have the meanings given to them in in the Data Protection Legislation and UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Delivery: the transfer of physical possession of the Equipment to you at your property.
Direct Debit: is an instruction from you to your bank or building society.
Equipment: as detailed in Contract Details and will include the Careium Equipment and Third-Party Equipment (if applicable).
Personal Data: has the meaning given to it under the Data Protection Legislation.
Privacy Notice: means our privacy notice available at <https://www.careium.co.uk/privacy-and-cookies/>, as may be updated from time to time. The Privacy Notice in place at the date of this Agreement is set out in Schedule 5.

Retail Price Index: the index of retail prices (all items figure) published from time to time by the ONS in the monthly digest of statistics (or by any government department upon which duties in connection with such index shall have devolved).

Risk Period: the period set out in clause 4.3.

Services: the services provided by Careium to you, as detailed in the Contract Details.

Subscription Charges: the payments made by or on behalf of you for hire of the Equipment and purchase of the Services.

VAT: value added tax chargeable in the UK.

Schedule 1 Monitoring Services

Telecare

Telecare services use personal alarms and other monitored devices such as smoke alarms or fall detectors to automatically call our monitoring centre in an emergency and we will arrange assistance if needed. Our Telecare services offer remote support to Service Members who live in their own homes.

In relation to pendants or fall detectors (or similar), if you fall ill, become unwell or need reassurance, you simply press your device. Our monitoring centres will then ensure that you receive the treatment or assistance that you require.

Activity Sensor (Doris)

Doris offers a discreet monitoring system which detects changes in daily routines and the ambient condition of your home. Where concerning activity level changes or extreme environmental conditions are detected this automatically triggers alerts, without your intervention, to our Alarm Receiving Centre, where our monitoring team will then ensure that you receive the treatment or assistance that you require.

Automated Response Services & Operator Response Services

These Services may incur additional costs. Subject to you paying any additional fees, either an automated system or an operator will place calls to you to confirm your welfare (at the times and frequencies agreed).

At the time the call is placed:

- if Operator, you will be asked to confirm your welfare; or
- if Automated, you are prompted to press a number on the keypad to confirm your welfare.

If the call is not answered, a response is not received or a number is pressed which indicates you are not okay, Careium will be notified, and we will call you. If there is no reply or you tell us that you need assistance, we will arrange this for you by contacting Key Holders, the Service Member's Representative, or emergency services (as appropriate) and arrange for someone to attend.

Schedule 2 Maintenance Services

Standard Maintenance Services

Careium offer technician visits for repairs or removals as part of the Maintenance Services, which is subject to an additional fee to be communicated to you at the time of providing the Services.

Mobile Response Services

In areas where Careium makes Mobile Response Services available and provided that you pay any additional fees required, we may provide Mobile Response Services as part of the Maintenance Services in line with the following:

- dispatching a mobile responder in the event that Careium believes that you may need assistance, or we get no response following an activation or welfare call.
- when arriving at the address, the mobile responder will knock on the door to see if anyone responds.
- if there is no response, the mobile responder will use the key-safe (code to be provided by the ARC) to gain entry to the property. The mobile responder will announce themselves and call out for you, they will activate the unit to advise the ARC they are on site and then begin to search the property and garden for you.
- upon locating you, the mobile responder will provide the assistance needed. They are not medically trained therefore are unable to assess for injury; and
- if medical assistance is needed, the mobile responder will request the ARC to arrange this and wait with the you until the emergency services arrive.

Dependant on the area, some mobile responders are trained to use lifting equipment meaning that if you have fallen and are able to pass an assessment of set questions, the mobile responder can use lifting equipment to support you up (safety allowing).

For each visit an incident report form is completed.

Schedule 3 Privacy Notice

CAREIUM WEBSITE PRIVACY NOTICE (PRIVACY NOTICE)

Introduction

Careium UK Limited (collectively referred to as “Careium”, “We”, “Us” or “Our” in this Privacy Notice) respects the privacy of the service member (collectively referred to as “You”, “Your”, “Service Member” and “Customer” in this Privacy Notice) using Our website and Our products and services. We are committed to protecting Your Personal Data (as described in further detail below).

This Privacy Notice will tell You about to how We look after Your Personal Data when You visit Our website (regardless of where You visit it from) or use Our products and services and tell You about Your privacy rights and how the law protects You.

You can download a PDF version of the policy here - [Careium-General-User-Privacy-Notice-30.11.2023.pdf](#). Please also see the Glossary below, which provides further details on the meanings of some of the words and terms used in this Privacy Notice.

1. Important information and who we are.

Purpose of this Privacy Notice

This Privacy Notice aims to give You information on how Careium collects and processes Your Personal Data through Your use of this website and Our products and services, including any data You may provide through this website when You:

- use Our website.
- provide Your contact details as a potential customer (or an employee of a potential customer).
- place an order to use (and when You use) Our products or services (either directly or as an employee of a customer).
- use Our products and services via a third party (who will provide You with their own privacy notice).
- contact Us to make a complaint; or
- contact Us directly for another purpose.

Our website is not intended for children, and We do not knowingly collect data relating to children.

It is important that You read this Privacy Notice together with any other privacy, data protection or fair processing information that We may provide on specific occasions when We are collecting or processing Personal Data about You (including when We provide You with Our products and services) so that You are fully aware of how and why We are using it. This Privacy Notice supplements other notices and privacy policies and is not intended to override them.

Controller

Careium is the controller and responsible for Your Personal Data, where You have a direct relationship with Us. Where You have accessed Our products or services via a third party (such as a care home provider or local authority) You should confirm with the privacy policy of such third parties if they have provided Your personal data to Us as a processor for them, or to Us as a controller. Where We act as a controller this

Privacy Notice will apply, but if We act as a processor then the third parties' privacy notice will apply. If You have any questions about this Privacy Notice, including any requests to exercise Your legal rights (as referred to below), please contact Us using the details set out below.

Contact details.

If You have any questions about this Privacy Notice or Our privacy practices, please contact Us:

Full name of legal entity: Careium UK Limited

Email address: gdpr@careium.com

Postal address: Aspinnall House, Walker Office Park, Blackburn, Lancashire BB1 2QE

Telephone number: 0300 333 6511

You have the right to make a complaint at any time to the Information Commissioner's Office ("ICO"), the UK supervisory authority for data protection issues (www.ico.org.uk) if You are concerned in relation to how We collect or process Your Personal Data. We would, however, appreciate the chance to deal with Your concerns before You approach the ICO so please contact Us in the first instance.

Changes to the Privacy Notice and Your duty to inform Us of changes.

We keep Our Privacy Notice under regular review.

It is important that the Personal Data We hold about You is accurate and current. Please keep Us informed if Your Personal Data changes during Your relationship with Us.

Third-party links

This website may include links to third-party websites, plug-ins, applications, and social media platforms. Clicking on those links or enabling those connections may allow third parties to collect or share data about You. We do not control these third-party websites, plug-ins, applications, or social media platforms and are not responsible for their privacy statements. When You leave Our website, we encourage You to read the Privacy Notice of every website You visit.

Our products and services may be provided in conjunction with or via third parties such as a care home or local authority provider. The third party will confirm how they pass data to Us. Where You have accessed services via a third party, we will provide information to them that they require to deliver their services to You.

2. The data We collect about You.

Personal Data means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of Personal Data about You which We have grouped together as follows:

- **Identity Data** includes first name, last name, username or similar identifier and title. This may include details of Your employment if acting as an employee.
- **Contact Data** includes billing address email address and telephone numbers.
- **Financial Data** includes payment methods, bank details and direct debit mandates.

- **Transaction Data** includes details about payments from You and other details of products and services You have purchased from Us, including recordings of telephone calls.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone and location setting, browser plug-in types and versions, operating system and platform and other technology on the devices You use to access this website and Our services.
- **Profile Data** includes Your username and password, purchases or orders made by You, Your interests, preferences, feedback, and survey responses.
- **Usage Data** includes information about how You use Our website, products, and services.
- **Marketing and Communications Data** includes Your preferences in receiving marketing from Us and Your communication preferences.
- **Location Data:** includes Your current location disclosed by Our wearable technology products.

We also collect, use, and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from Your Personal Data but is not considered Personal Data in law as this data will **not** directly or indirectly reveal Your identity. For example, we may aggregate Your Usage Data to calculate the percentage of users accessing a specific website feature. However, if We combine or connect Aggregated Data with Your Personal Data so that it can directly or indirectly identify You, we treat the combined data as Personal Data which will be used in accordance with this Privacy Notice.

We do collect **Special Categories of Personal Data** about You (this type of data includes details about Your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about Your health, and genetic and biometric data). We may collect personal data about Your health. We do this so We can provide Our services to You. We do this with Your consent.

We do not collect any information about criminal convictions and offences.

If You fail to provide Personal Data

Where We need to collect Personal Data by law, or under the terms of a contract We have with You, and You fail to provide that data when requested, we may not be able to perform the contract We have or are trying to enter into with You (for example, to provide You with Our products or services). In this case, we may have to cancel a product or service You have with Us, but We will notify You if this is the case at the time.

3. How is Your Personal Data collected?

We use different methods to collect data from and about You including through:

- **Direct interactions.** You may give Us Your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes Personal Data You provide when You:
 - enquire about, or place an order for, Our products or services.
 - create an account on Our website.
 - subscribe to Our services or publications.
 - request marketing to be sent to You; or
 - give Us feedback or contact Us.
- **From family members.** We may need to collect details of a Service Member's next of kin to provide information on their family member or for the purposes of Our services. This would be Identity and Contract Data.

- **From other employees.** If Your employer is dealing with Us, they may provide Your details to Us in order that We can deliver Our services and products, or for You to engage with Us.
- **Automated technologies or interactions.** As You interact with Our website, we will automatically collect Technical Data about Your equipment, browsing actions and patterns. We collect this Personal Data by using cookies, server logs and other similar technologies. We may also receive Technical Data about You if You visit other websites employing Our cookies. Please see Our cookie policy below for further details.
- **Location Data.** Some of Our products include Wearable technology which will allow Us to determine Your current location. These location-enabled Services require Your personal data for the feature to work. If You choose to use these products You will need to Wear them and by doing so, you agree to Your data being used for this purpose. You are not bound to wear any of these products but if You do not, then the location enabled service will not be available.

4. How We use Your Personal Data

We will only use Your Personal Data when the law allows Us to. Most commonly, we will use Your Personal Data in the following circumstances, where:

- We need to perform the contract We are about to enter into or have entered into with You.
- it is necessary for Our legitimate interests (or those of a third party) and Your interests and fundamental rights do not override those interests.
- We need to comply with a legal obligation.
- We have Your consent to process medical details.

Please see the Glossary and Lawful Basis sections of this Privacy Notice below, to find out more about the types of lawful basis that We will rely on to process Your Personal Data.

Purposes for which We will use Your Personal Data

We have set out below, in a table format, a description of all the ways We plan to use Your Personal Data, and which of the legal bases We rely on to do so. We have also identified what Our legitimate interests are where appropriate.

Please note that We may process Your Personal Data for more than one lawful ground depending on the specific purpose for which We are using Your Personal Data. Please contact Us if You need details about the specific legal ground, we are relying on to process Your Personal Data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To deal with enquiries from You about Our products or services	(a) Identity (b) Contact	(a) Necessary for Our legitimate interests (to support You or the contract with Your employer)
To register You as a new Customer	(a) Identity (b) Contact	(a) Performance of a contract with You (b) Necessary for Our legitimate interests (to support the contract with Your employer)
To process and deliver Your order including:	(a) Identity (b) Contact (c) Financial	(a) Performance of a contract with You

<p>(a) Manage payments, fees, and charges</p> <p>(b) Collect and recover money owed to Us</p>	<p>(d) Transaction</p> <p>(e)Marketing Communications</p> <p style="text-align: right;">and</p>	<p>(b) Necessary for our legitimate interests (to recover debts due to Us/ perform a contract with Your employer)</p>
<p>To manage Our relationship with You which will include:</p> <p>(a) Notifying You about changes to our terms or Privacy Notice</p> <p>(b) Asking You to leave a review or take a survey</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Profile</p> <p>(d)Marketing Communications</p> <p style="text-align: right;">and</p>	<p>(a) Performance of a contract with You</p> <p>(b) Necessary to comply with a legal obligation</p> <p>(c) Necessary for our legitimate interests (to keep our records updated and to study how Customers use Our products/services/ perform a contract with Your employer)</p>
<p>To manage the services, we provide to a customer including, making contact with family members and third-party service providers (such as care home and local authorities)</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Location</p>	<p>(a) Necessary for our legitimate interests (to support the contract with Your employer)</p> <p>(b) Performance of a contract with You</p>
<p>For training purposes, to prevent and detect crime (including fraud) and to administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Technical</p>	<p>(a) Necessary for Our legitimate interests (for running Our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</p> <p>(b) Necessary to comply with a legal obligation</p>
<p>To deliver relevant website content and advertisements to You and measure or understand the effectiveness of the advertising We serve to You</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Profile</p> <p>(d) Usage</p> <p>(e)Marketing Communications</p> <p>(f) Technical</p> <p style="text-align: right;">and</p>	<p>Necessary for Our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)</p>
<p>To use data analytics to improve Our website, products/services, marketing, customer relationships and experiences</p>	<p>(a) Technical</p> <p>(b) Usage</p>	<p>Necessary for Our legitimate interests (to define types of Customers for Our products and services, to keep Our website updated and relevant, to develop Our business and to inform Our marketing strategy)</p>
<p>For assessment and analysis and to make suggestions and recommendations to You about products or services that may be of interest to You, and to invite You to attend Our events</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Technical</p> <p>(d) Usage</p> <p>(e) Profile</p>	<p>Necessary for Our legitimate interests (to develop Our products/services and grow Our business)</p>

	(f) Marketing and Communications	
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Marketing

We may use Your Identity, Contact, Technical, Usage and Profile Data to form a view on what We think you may want or need, or what may be of interest to You. This is how We decide which products, services and offers may be relevant for You (We call this marketing).

You will receive marketing communications from Us if You have requested information from Us or purchased products or services from Us and You have not opted out of receiving that marketing.

Opting out

You can ask Us to stop sending You marketing messages at any time by contacting Us using the details provided above.

Where You opt out of receiving these marketing messages, this will not apply to Personal Data provided to us as a result of a product or service purchase or order, product or service experience or other transactions.

Cookies

Our website uses cookies to distinguish You from other users of Our website. This helps Us to provide You with a good experience when You browse Our website and also allows Us to improve Our website.

A cookie is a small file of letters and numbers that We store on Your browser or the hard drive of Your computer if You agree. Cookies contain information that is transferred to Your computer's hard drive.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of Our website. They include, for example, cookies that enable You to log into secure areas of Our website, use a shopping cart or make use of e-billing services.
- **Analytical or performance cookies.** These allow Us to recognise and count the number of visitors and to see how visitors move around Our website when they are using it. This helps Us to improve the way Our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise You when You return to Our website. This enables Us to personalise Our content for You, greet You by name and remember Your preferences (for example, Your choice of language or region).
- **Targeting cookies.** These cookies record Your visit to Our website, the pages You have visited and the links You have followed. We will use this information to make Our website and the advertising displayed on it more relevant to Your interests.

You can find more information about the individual cookies We use and the purposes for which We use them in the table below:

Cookie Name	1 st Party or 3 rd Party Cookie	Cookie Type	Purpose	Duration
ga*	3 rd party	Analytical	Google Analytics sets this cookie to store and count page views.	1 year 1 month 4 days
_ga	3 rd party	Analytical	Google Analytics sets this cookie to calculate visitor, session and campaign data and track site usage for the site's analytics report. The cookie stores information anonymously and assigns a randomly generated number to recognise unique visitors.	1 year 1 month 4 days
_gid	3 rd party	Analytical	Google Analytics sets this cookie to store information on how visitors use a website while also creating an analytics report of the website's performance. Some of the collected data includes the number of visitors, their source, and the pages they visit anonymously.	1 day
_gat_UA-*	3 rd party	Analytical	Google Analytics sets this cookie for user behaviour tracking.	Less than a minute
_fbp	3 rd party	Analytical	Facebook sets this cookie to display advertisements when either on Facebook or on a digital platform powered by Facebook advertising after visiting the website	3 months
cookielawinfo-checkbox-necessary	3 rd party	Necessary	Set by the GDPR Cookie Consent plugin, this cookie records the user consent for the cookies in the "Necessary" category.	1 year
cookielawinfo-checkbox-functional	3 rd party	Necessary	The GDPR Cookie Consent plugin sets the cookie to record the user consent for the cookies in the category "Functional".	1 year
cookielawinfo-checkbox-performance	3 rd party	Necessary	Set by the GDPR Cookie Consent plugin, this cookie stores the user consent for cookies in the category "Performance".	1 year
cookielawinfo-checkbox-analytics	3 rd party	Necessary	Set by the GDPR Cookie Consent plugin, this cookie records the user consent for the cookies in the "Analytics" category.	1 year
cookielawinfo-checkbox-advertisement	3 rd party	Necessary	Set by the GDPR Cookie Consent plugin, this cookie records the user consent for the cookies in the "Advertisement" category.	1 year
cookielawinfo-checkbox-others	3 rd party	Necessary	Set by the GDPR Cookie Consent plugin, this cookie stores user consent for cookies in the category "Others".	1 year

We do not share the information collected by the cookies with any third parties.

If You do not want to accept cookies, you can change Your browser settings so that cookies are not accepted. If You do this, please be aware that You may lose some of the functionality of this website. For further information about cookies and how to disable them please go to the Information Commissioner's webpage on cookies: <https://ico.org.uk/for-the-public/online/cookies/>.

Change of purpose

We will only use Your Personal Data for the purposes for which We collected it, unless We reasonably consider that We need to use it for another reason and that reason is compatible with the original purpose. If You wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact Us.

If We need to use Your Personal Data for an unrelated purpose, we will notify You and We will explain the legal basis which allows Us to do so.

Please note that We may process Your Personal Data without Your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosures of Your Personal Data

We may share Your Personal Data with the parties set out below for the purposes set out in the table above:

- Third Parties, as set out in the Glossary below.
- Third parties to whom We may choose to sell, transfer or merge parts of Our business or Our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to Our business, then the new owners may use Your Personal Data in the same way as set out in this Privacy Notice.

We require all third parties to respect the security of Your Personal Data and to treat it in accordance with the law. We do not allow Our third-party service providers to use Your Personal Data for their own purposes and only permit them to process Your Personal Data for specified purposes and in accordance with Our instructions.

We may share Your Personal Data with third parties who have agreements with You for whom We act as a Data Processor. Where We act on this basis it is the third party who is the Data Controller and will confirm the basis of any Personal Data use.

6. International transfers

We do not transfer Your Personal Data outside the UK or European Economic Area (**EEA**).

7. Data security

We have put in place appropriate security measures to prevent Your Personal Data from being accidentally lost, used, or accessed in an unauthorised way, altered, or disclosed. In addition, we limit access to Your Personal Data to those employees, agents, contractors and other third parties who have a business need to know. They will only process Your Personal Data on Our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected Personal Data breach, and We will notify You and any applicable regulator of a breach where We are legally required to do so.

8. Data retention

How long will You use my Personal Data for?

We will only retain Your Personal Data for as long as reasonably necessary to fulfil the purposes We collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain Your Personal Data for a longer period in the event of a complaint or if We reasonably believe there is a prospect of litigation in respect to Our relationship with You.

To determine the appropriate retention period for Personal Data, we consider the amount, nature and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of Your Personal Data, the purposes for which We process Your Personal Data and whether We can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting, or other requirements.

By law We have to keep basic information about Our Customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being Customers for tax purposes.

In some circumstances You can ask Us to delete Your Personal Data: see the Your Legal Rights section below for further information.

In some circumstances We will anonymise Your Personal Data (so that it can no longer be associated with You) for research or statistical purposes, in which case We may use this information indefinitely without further notice to You.

9. Your legal rights

Under certain circumstances, you have rights under Data Protection Laws in relation to Your Personal Data.

You have the right to:

Request access to Your Personal Data (commonly known as a "data subject access request"). This enables You to receive a copy of the Personal Data We hold about You and to check that We are lawfully processing it.

Request correction of the Personal Data that We hold about You. This enables You to have any incomplete or inaccurate data We hold about You corrected, though We may need to verify the accuracy of the new data You provide to Us.

Request erasure of Your Personal Data. This enables You to ask Us to delete or remove Personal Data where there is no good reason for Us continuing to process it. You also have the right to ask Us to delete or remove Your Personal Data where You have successfully exercised Your right to object to processing (see below), where We may have processed Your information unlawfully or where We are required to erase Your Personal Data to comply with local law. Note, however, that We may not always be able to comply with Your request of erasure for specific legal reasons which will be notified to You, if applicable, at the time of Your request.

Object to processing of Your Personal Data where We are relying on a legitimate interest (or those of a third party) and there is something about Your situation which makes You want to object to processing on this ground as You feel it impacts on Your fundamental rights and freedoms. You also have the right to object where We are processing Your Personal Data for direct marketing purposes. In some cases, we may demonstrate that We have compelling legitimate grounds to process Your information which override Your rights and freedoms.

Request restriction of processing of Your Personal Data. This enables You to ask Us to suspend the processing of Your Personal Data in the following scenarios:

- If You want Us to establish the data's accuracy.
- Where Our use of the data is unlawful, but You do not want Us to erase it.
- Where You need Us to hold the data, even if We no longer require it as You need it to establish, exercise or defend legal claims.

- You have objected to Our use of Your Personal Data, but We need to verify whether We have overriding legitimate grounds to use it.

Request the transfer of Your Personal Data to You or to a third party. We will provide to You, or a third party You have chosen, Your Personal Data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which You initially provided consent for Us to use, or where We used the information to perform a contract with You.

Withdraw consent at any time where We are relying on consent to process Your Personal Data. However, this will not affect the lawfulness of any processing carried out before You withdraw Your consent. If You withdraw Your consent, we may not be able to provide certain products or services to You. We will advise You if this is the case at the time You withdraw Your consent.

If You wish to exercise any of the rights set out above, please contact Us using the details set out above.

No fee usually required.

You will not have to pay a fee to access Your Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if Your request is clearly unfounded, repetitive, or excessive. Alternatively, we could refuse to comply with Your request in these circumstances.

What We may need from You

We may need to request specific information from You to help Us confirm Your identity and ensure Your right to access Your Personal Data (or to exercise any of Your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact You to ask You for further information in relation to Your request to speed up Our response.

Time limit to respond.

We try to respond to all legitimate requests within one month. Occasionally it could take Us longer than a month if Your request is particularly complex or You have made a number of requests. In this case, we will notify You and keep You updated.

10. Glossary

LAWFUL BASIS

Legitimate Interest means the interest of Our business in conducting and managing Our business to enable Us to give You the best service/product and the best and most secure experience. We make sure We consider and balance any potential impact on You (both positive and negative) and Your rights before We process Your Personal Data for Our legitimate interests. We do not use Your Personal Data for activities where Our interests are overridden by the impact on You (unless We have Your consent or are otherwise required or permitted to by law). You can obtain further information about how We assess Our legitimate interests against any potential impact on You in respect of specific activities by contacting Us.

Performance of Contract means processing Your Personal Data where it is necessary for the performance of a contract to which You are a party or to take steps at Your request before entering into such a contract.

Comply with a legal obligation means processing Your Personal Data where it is necessary for compliance with a legal obligation that We are subject to.

THIRD PARTIES

Third Parties

- Service providers acting as processors based in the UK and EEA who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors, and insurers based in UK and EEA who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Service providers acting for You in the provision of related services, such as emergency services, your care home or a local authority obtaining services to assist You.
- Third party equipment providers whose equipment You have access to via Your arrangement with Us.
- Those individuals You agree we can share data about You with, this will include location data to allow them to locate You or be advised in the event of Your suffering a fall.

Last Updated: 24 June 2024.