

Macquarie Park, 7<sup>th</sup> September, 2018

Coroner's Court of Victoria  
65 Kavanagh Street  
Southbank VIC 3006

By e-mail: [cpuresponses@coronerscourt.vic.gov.au](mailto:cpuresponses@coronerscourt.vic.gov.au)

Dear Madam / Sir,

**Re: Investigation into the death of Rohan Grindrod  
Response to Coroner's Recommendations  
Court Ref. COR 2011 004334**

Recommendation 1: *"That VitalCall contact all users with a device similar to Mr. Grindrod's, clearly stating and warning that if the unit is disconnected from either the telephone line or the power source, the unit may cease to operate and advising that a VitalCall technician is required for transfer of the unit."* [Coroner's Findings at 232]

An alternative to the Coroner's recommendation has been implemented as follows:

- The device that was used by Mr. Grindrod (PRU model) is no longer being installed by VitalCall.
- VitalCall continuously upgrades its fleet of units as they age and more modern technology becomes available.
- The current model being installed is the EVE 3G model. We have been installing this model since about 2015.
- All EVE 3G units have a sticker on the unit which reads as follows: "WARNING – Do not relocate this unit to another address without contacting VitalCall". A photo of the EVE 3G unit is enclosed with this letter.
- The EVE 3G device also has visual (light) indicators to draw the user's attention to power issues and cellular connection issues.
- The EVE 3G device user guide contains information regarding these visual indicators, relocation of the system and device specifications. A copy of the current user guide is enclosed with this response.
- As of the date of this letter, we have approximately 72 PRU devices remaining in the field with customers. We continue the process of swapping these PRU devices with EVE 3G devices with a target completion date of 30<sup>th</sup> September 2018. The replacement has been, and still is, provided free of charge to our customers.
- If we are unable to replace the PRU unit for any customer (for instance if they are temporarily away from their premises or unable to be contacted) by 30<sup>th</sup> September 2018, we will send a letter to these customers as per the Coroner's recommendation.

Recommendation 2: *“That VitalCall, when it writes to users with a similar device to Mr. Grindrod’s, provide stickers to be applied to units which clearly state that they are not to be disconnected from either the telephone line or the power source, and if that occurs the unit may not operate. It should also advise to contact VitalCall to transfer the unit.”* [Coroner’s Findings at 233]

An alternative to the Coroner’s recommendation has been implemented as follows:

- As detailed above we are replacing PRU units with EVE 3G units which have a sticker on them.
- The current sticker does not specify that the unit may not operate, however as explained above, the power indicator and/or the cellular signal indicator will flash red to alert the user to an existing issue.
- We are also implementing alterations to the wording of the current sticker to reflect the Coroner’s recommendation, to be used for all units going forward.
- As explained above, the EVE 3G user guide also addresses relocation.
- Stickers will be sent along with the letter to customers for whom the swap has not occurred by 30<sup>th</sup> September 2018.

Recommendation 3: *“That all the VitalCall literature provided to users for devices similar to Mr. Grindrod’s include clear warnings about the consequences of disconnection to the telephone or power lines and the need for a VitalCall technician to transfer the device. The VitalCall user guide and brochure should be updated to contain this essential information”* [Coroner’s Findings at 234].

The Coroner’s recommendation has been implemented / will be implemented as follows:

- While PRU units like the one used by Mr. Grindrod are no longer being installed, all VitalCall units are telecommunications devices. As such, they all require a source of power, as well as a sufficient connection to a telecommunications network to function.
- As detailed above, a warning currently appears on the VitalCall unit as well as in the user guide, our terms and conditions and the summary of key terms provided to retail customers. A copy of the current version of these documents is enclosed with this letter.
- The functioning of the system is also explained to each customer during any demonstration and during installation.
- As also indicated above, we are revising the sticker wording to incorporate more specifically the points raised in the Coroner’s recommendation.
- We are otherwise in the process of revising our collateral, including our brochures and website, and will look to add more information and warnings in appropriate locations.

We also wish to make the following comments with regards to paragraphs 85 to 105 of the Findings:

- The VitalCall service may be provided to end users under different contractual arrangements, that are then reflected in the relevant contract documentation: contract with the end user, funded by the end user (retail); contract with a public, corporate or non-profit organisation, funded by the organisation; contract with the end user, funded by an alternative bill payer (which can be an organisation, or a family member).

- The contractual documentation in place for Mr. Grindrod could not be retrieved because it was an older paper contract that had been archived by a third party service provider. Since 2014, all new contracts are electronically saved into our customer relationship management (CRM) system, eliminating previous hurdles to recording and retrieval.
- A copy of the contract is always provided to the relevant contracting party.
- VitalCall has continual business improvement processes in place, which includes regular review and updates to systems and standard documentation, including standard contracts, as well as customer and staff educational and training materials to ensure the service and products we provide, and associated rights and obligations, are accurately and fully understood by all.

Yours faithfully,



Joshua Simmons  
Managing Director  
Monitoring Solutions, Australasia

Encl.

# VitalCALL

Personal Emergency Response



## EVE 3G Data - User Guide

### Contents

Getting to know your VitalCall Base Unit .....	1
VitalCall Base Unit – Back View .....	2
Requesting Help .....	2
Talking to the VitalCall Operator .....	3
Cancelling an Alarm.....	3
Testing Your System .....	3
Your Personal Pendant/Wristband .....	4
Pendant/Wristband Care .....	4
Going on Holiday or Relocating .....	5
Important Tips.....	5
VitalCall System Specifications .....	7

# Getting to know your VitalCall Base Unit

The **On** light is solid **green** when the Base Unit is connected to the power and is functional.

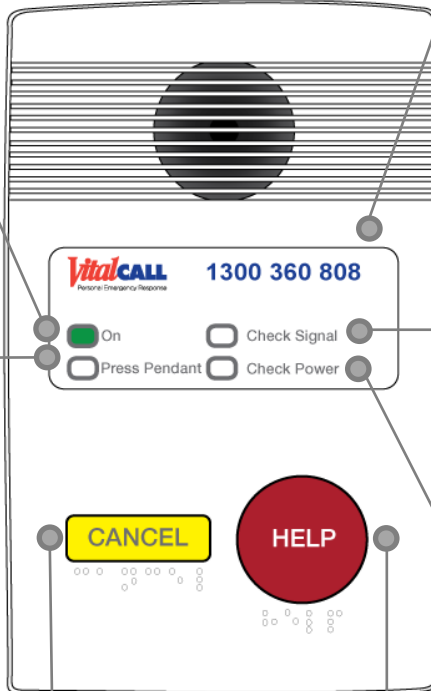
Aerial Wire

Status Indicator Label

The **On** light will flash when there is an error.

The **Press Pendant** light will flash **blue** to let you know that your Pendant or Wristband is due for testing. Please follow the 'Testing Your System' instructions on page 3.

The **Check Signal** light is off when the Base Unit has good cellular connection (normal). The light will flash **red** when there has been no cellular connection for over one hour.



## CANCEL Button

If you activate the alarm by accident, the VitalCall System will give you fifteen seconds to cancel the alarm by pressing the yellow **CANCEL** button. Please note if **CANCEL** is pressed during this time, VitalCall will **NOT** receive your alarm.

## HELP Button

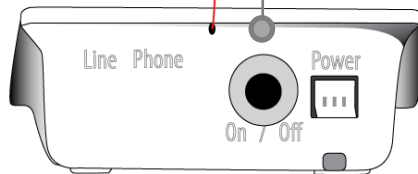
Press to send an emergency activation to our 24/7 monitoring centre.

The **Check Power** light will flash red when there is a problem with the power connection. An audible message will also be played.

## VitalCall Base Unit – Back View

**Aerial Wire** – Ensure the wire is outstretched vertically to give the best range to the Pendant/Wristband.

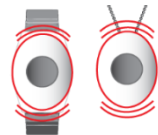
**On/Off Button** – Press and hold to turn on. Press and hold to turn off – audible beeps are heard as the alarm is turning off.



**IMPORTANT:** Your VitalCall System is comprised of a Base Unit and a Pendant/Wristband. **The System will NOT operate when the Base Unit is turned OFF and there is NO green 'On' light. VitalCall recommends never turning the Base Unit off.**

### Requesting Help

1. If you need help at any time of the day or night, press and hold the button on your Pendant/Wristband and count to three.
2. The outer rim will then illuminate and flash red to let you know your call for help is being sent.
3. Alternatively, you can press the large **red HELP** button on the Base Unit.



## Talking to the VitalCall Operator

When you have pressed the button on your Base Unit, you will hear a loud alarm that will last 15 seconds. This is the pre-alarm.

When the sound stops, you will hear your alarm dialling out and your System will connect to VitalCall.

When you hear the VitalCall operator, you can communicate with the operator through the handsfree speaker system on the Base Unit.



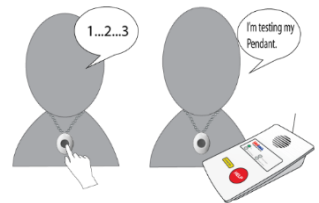
## Cancelling an Alarm

You can cancel the alarm by pressing the yellow **CANCEL** button during the fifteen second pre-alarm period. Cancelling the alarm during this period will **NOT** send an alarm to VitalCall.



## Testing Your System

From time to time, your System will request that you test it. The **'Press Pendant'** indicator on the Base Unit will flash blue when testing is required.



1. Press and hold your Pendant/Wristband button and count to three.
2. Wait to speak to an operator.
3. Tell them you are testing.

**IMPORTANT: VitalCall recommends you test your Pendant/Wristband monthly.**

# Your Pendant/Wristband

## USE

Your Pendant/Wristband should be worn at all times when you are at home, including at night in bed. It should be worn in the bath or shower, as it is hot waterproof.



## Pendant/Wristband Care

### AVOID

Please avoid directly spraying with **perfume**, **Deet insect repellent** or **similar chemicals**, by holding it out of the way.



### CLEAN

Clean with non-abrasive and non-polishing cleaners only.

### RECOMMENDED

The best way to clean your Pendant/Wristband is with a warm damp cloth. If you do use a cleaning product, please ensure it is a non-abrasive and non-polishing cleaning agent.





## Going away for more than a day?

Please call VitalCall before you leave to let us know the dates you will be away. To minimise any inconvenience, we recommend you leave your pendant at home and wear it again as soon as you return.



## Relocating?

A VitalCall agent will need to install the unit at your new address. Please notify VitalCall prior to leaving your current address. This is so VitalCall can provide you with instructions on how to care for the unit in transit and organise an agent to re-install it at your new address.

VitalCall recommends never turning the Base Unit off. If you choose to turn the Base Unit off, **the System will NOT operate in an emergency.**

## Important Tips

1. If you drop your Pendant/Wristband, we suggest you test it by pressing it to ensure your System is working properly.
2. **Please ensure no one interferes with the Base Unit after it has been installed.**
3. If your Pendant came with a chain, **do not replace it with your own chain.**

The chain provided is made of hypoallergenic stainless steel and is especially designed to break under pressure. This is a safety feature of the product that must not be altered.

4. To minimise any unnecessary inconvenience, we recommend that you leave your Pendant/Wristband at home if you are going out for several hours. If you leave your Pendant/Wristband at home, **be sure to wear it again as soon as you return.**
5. **Reassess your overall care needs from time to time, including ensuring you have a network of people to check on you regularly.**

***If you have any concerns or believe your VitalCall Base Unit or Pendant/Wristband are not working for any reason, or if something in your set-up has changed since installation or the last test, please contact us on***

**1300 728 254**

**Please see additional information on page 7.**

# VitalCall System Specifications

## Base Unit battery:

Rechargeable battery backup of 70 hours minimum.



## Pendant/Wristband:

Hot waterproof to 50°C (IP68 rated).



Hypoallergenic stainless steel chain.

Open air range of 300m+ to the Base Unit. Actual range limitations will vary depending on the features of your home, including the presence of other electronic equipment.



Low battery reporting and reporting if the Pendant/Wristband has not been in automatic contact with the Base Unit.

## System:

Your System's performance and reliability can be affected by a variety of factors such as weather events (including lightning), humidity, temperature, vibrations, impact, power, interference with or from other radio, electronic or electro-magnetic equipment, networks, telecommunications networks and other factors outside of VitalCall's control.



## CUSTOMER SERVICE AGREEMENT

DATE OF AGREEMENT: / /

CONTRACT INFORMATION	
WORK ORDER:	ACCOUNT TYPE: RETAIL / CORPORATE

CUSTOMER (1) INFORMATION	
(1) NAME (FULL NAME):	DOB: / /
(1) PREFERRED NAME:	

CUSTOMER (2) INFORMATION	
(2) NAME (FULL NAME):	DOB: / /
(2) PREFERRED NAME:	

CUSTOMER STREET ADDRESS:
CUSTOMER SUBURB:
CUSTOMER STATE:
CUSTOMER POST CODE:
CUSTOMER PHONE:
NEAREST CROSS STREET:

FEES	
INSTALLATION FEE: \$ _____	<b>PAYMENT METHOD:</b> <input type="checkbox"/> INVOICE CUSTOMER <input type="checkbox"/> INVOICE ALTERNATIVE BILL PAYER <input type="checkbox"/> DIRECT DEBIT – CUSTOMER PAYER <input type="checkbox"/> DIRECT DEBIT – ALTERNATIVE BILL PAYER
ADDITIONAL ACCESSORIES: \$ _____	<b>PAYMENT METHOD:</b> <input type="checkbox"/> INVOICE CUSTOMER <input type="checkbox"/> INVOICE ALTERNATIVE BILL PAYER <input type="checkbox"/> DIRECT DEBIT – CUSTOMER PAYER <input type="checkbox"/> DIRECT DEBIT – ALTERNATIVE BILL PAYER
DETAILS OF ACCESSORIES PURCHASED:	

ONGOING MONITORING FEES		
AMOUNT  \$ _____	FREQUENCY <input type="checkbox"/> 1 MONTHLY <input type="checkbox"/> 3 MONTHLY <input type="checkbox"/> 6 MONTHLY <input type="checkbox"/> 12 MONTHLY	PAYMENT METHOD <input type="checkbox"/> INVOICE CUSTOMER <input type="checkbox"/> INVOICE ALTERNATIVE BILL PAYER <input type="checkbox"/> DIRECT DEBIT – CUSTOMER PAYER <input type="checkbox"/> DIRECT DEBIT – ALTERNATIVE BILL PAYER

ALTERNATIVE BILL PAYER DETAILS (IF APPLICABLE)	
PAYER/CONTACT NAME:	
RELATIONSHIP TO CUSTOMER:	
PAYER STREET ADDRESS:	
PAYER SUBURB:	
PAYER STATE:	
PAYER POST CODE:	
PAYER PHONE:	PAYER EMAIL:

## VITALCALL DIRECT DEBIT REQUEST SERVICE AGREEMENT

**VitalCall's commitment to the Payer, Drawing arrangements: Details of the Payer's drawing arrangement are shown below.** Where the drawing due date falls on a non-business day, VitalCall will draw the amount on the next business day. VitalCall will not change the amount or frequency of drawing arrangements without the Payer's prior approval or notification. VitalCall reserves the right to cancel the Payer's drawing arrangements and / or VitalCall service if three or more drawings are returned unpaid by the financial institution with which the Payer's bank account is held, and to arrange an alternative payment method with the Payer.

VitalCall will keep all information pertaining to the Payer's direct debit records and account details confidential, except where the disclosure of certain information to the Payer's financial institution is necessary to enable VitalCall to act in accordance with the Payer's drawing arrangements.

**Payer's commitment to VitalCall, Payer's responsibilities:** It is the Payer's responsibility to:

- (1) ensure that the Payer's account can accept direct debits;
- (2) ensure that sufficient clear funds are available in the Payer's account by the due date to enable drawings to be made in accordance with the drawing arrangements;
- (3) ensure that the authority given to VitalCall to draw on the Payer's nominated account is identical to the account authority or signing instructions held by the financial institution where that account is based;
- (4) advise VitalCall if the account nominated by the Payer is transferred or closed and of any other account details changes;
- (5) arrange with VitalCall a suitable alternative payment method if the drawing arrangements are cancelled by either the Payer, the nominated financial institution or VitalCall; and
- (6) arrange that the Customer or an attorney does the above if the Payer does not.

VitalCall reserves the right to charge any related administration fees incurred by VitalCall with regards to the failure of a drawing when such failure is due to the failure of the Payer to comply with any of the above.

**Payer Rights:** The Payer may terminate, suspend or alter the drawing arrangements at any time by giving prior written notice to VitalCall. Such notice should be received by VitalCall at least 28 business days before the termination, suspension or alteration is to take effect.

Where the Payer considers a drawing has been initiated incorrectly, the Payer should call VitalCall as soon as possible on 1300 360 808. VitalCall will investigate the Payer's concerns and endeavour to respond to the Payer within 21 days. If VitalCall concludes that a debit has been made in error, VitalCall will arrange for the Payer's financial institution to adjust the Payer's bank account and advise the Payer accordingly. If VitalCall concludes that a debit has not been made in error, the Payer will be informed of this conclusion and the reasons for it.

**By signing below we/ acknowledge and agree that these drawing arrangements are governed by the terms and conditions detailed herein.**

### PAYER DETAILS

<b>PAYER NAME/S:</b>	<b>RELATIONSHIP TO CUSTOMER:</b>
<b>PAYER STREET ADDRESS:</b>	<input type="checkbox"/> CUSTOMER (SAME ADDRESS AS PER PAGE 1)
<b>PAYER SUBURB:</b>	<input type="checkbox"/> FAMILY MEMBER
<b>PAYER STATE:</b>	<input type="checkbox"/> FRIEND
<b>PAYER POST CODE:</b>	<input type="checkbox"/> FUNDING ORGANISATION
<b>PAYER PHONE:</b>	<input type="checkbox"/> CARER/DOCTOR
<b>PAYER EMAIL:</b>	<input type="checkbox"/> ATTORNEY/GUARDIAN
	<input type="checkbox"/> OTHER

### FEES

INSTALLATION FEE: \$	ADDITIONAL ACCESSORIES: \$
ONGOING MONITORING FEES: \$	FREQUENCY OF BILLING:
	<input type="checkbox"/> 1 MONTHLY
	<input type="checkbox"/> 3 MONTHLY
	<input type="checkbox"/> 6 MONTHLY
	<input type="checkbox"/> 12 MONTHLY

**Transactions will appear on the Bill Payer's bank statement as a 'Chubb Fire Security Macquarie Area' transaction**

THERE ARE 2 OPTIONS AVAILABLE FOR DIRECT DEBIT WITHDRAWALS, PLEASE SELECT ONE OF THE BELOW:

**OPTION 1 - I WOULD LIKE TO PAY BY SAVINGS OR CHEQUE ACCOUNT:**

ACCOUNT NAME:	
BANK NAME:	
BRANCH:	
BSB NO:	
ACCOUNT NO:	

**OPTION 2 - I WOULD LIKE TO PAY BY CREDIT CARD:**

NAME ON CARD:	
CARD NUMBER:	
EXP DATE:	

### SIGNATURES

PAYER SIGNATURE: _____	DATE:     /     /
------------------------	-------------------

**SITE ACCESS INSTRUCTIONS FOR EMERGENCY SERVICES****IS AUTHORISATION FOR FORCED ENTRY PERMITTED BY THE CUSTOMER? YES / NO**

I HEREBY AUTHORISE the emergency services personnel to enter the above described premises and to use any reasonable force necessary to effect such entry. In the event that such entry causes damage or loss I will not hold the emergency services liable for such damage or loss and I hereby indemnify VitalCall in respect of any claim made against it in respect of such damage or loss.

 **NO ACCESS INSTRUCTIONS PROVIDED**
 **ACCESS KEYS ARE WITH EMERGENCY CONTACT** (PLEASE INDICATE WHICH EMERGENCY CONTACT)

 **ACCESS KEYS ON SITE:** (DESCRIPTION OF LOCATION):

WHICH DOOR/S WILL KEYS OPEN:

IS THERE A CODE:

ANIMALS ON THE PROPERTY YES / NO DETAILS:

OTHER SPECIFIC INFORMATION:

**NOMINEE** (*Nominee means the person the Customer nominates as his or her agent in accordance with clause 4.6*)**NAME/S:****RELATIONSHIP TO CUSTOMER:****EMAIL:****PHONE (1):**

WORK / HOME / MOBILE

**PHONE (2):**

WORK / HOME / MOBILE

**PHONE (3):**

WORK / HOME / MOBILE

**PHONE (4):**

WORK / HOME / MOBILE

**IS NOMINEE AN EMERGENCY CONTACT:**
 NO  
 YES

 IF YES,  
 EMERGENCY CONTACT PRIORITY NUMBER:

 1  
 2  
 3  
 4
**DOES NOMINEE HAVE ACCESS TO SITE:** YES / NO**AUTHORISED TO CANCEL VITALCALL SERVICE:** YES / NO**AVERAGE TRAVEL TIME TO SITE:**

EMERGENCY CONTACT (1)			
NAME/S:			
RELATIONSHIP TO CUSTOMER:			
EMAIL:			
PHONE (1):	WORK / HOME / MOBILE		
PHONE (2):	WORK / HOME / MOBILE		
PHONE (3):	WORK / HOME / MOBILE		
PHONE (4):	WORK / HOME / MOBILE		
DOES CONTACT HAVE ACCESS TO SITE:	YES / NO	AUTHORISED TO CANCEL VITALCALL SERVICE:	YES / NO
AVERAGE TRAVEL TIME TO SITE:			

EMERGENCY CONTACT (2)			
NAME/S:			
RELATIONSHIP TO CUSTOMER:			
EMAIL:			
PHONE (1):	WORK / HOME / MOBILE		
PHONE (2):	WORK / HOME / MOBILE		
PHONE (3):	WORK / HOME / MOBILE		
PHONE (4):	WORK / HOME / MOBILE		
DOES CONTACT HAVE ACCESS TO SITE:	YES / NO	AUTHORISED TO CANCEL VITALCALL SERVICE:	YES / NO
AVERAGE TRAVEL TIME TO SITE:			

EMERGENCY CONTACT (3)			
NAME/S:			
RELATIONSHIP TO CUSTOMER:			
EMAIL:			
PHONE (1):	WORK / HOME / MOBILE		
PHONE (2):	WORK / HOME / MOBILE		
PHONE (3):	WORK / HOME / MOBILE		
PHONE (4):	WORK / HOME / MOBILE		
DOES CONTACT HAVE ACCESS TO SITE:	YES / NO	AUTHORISED TO CANCEL VITALCALL SERVICE:	YES / NO
AVERAGE TRAVEL TIME TO SITE:			

EMERGENCY CONTACT (4)			
NAME/S:			
RELATIONSHIP TO CUSTOMER:			
EMAIL:			
PHONE (1):	WORK / HOME / MOBILE		
PHONE (2):	WORK / HOME / MOBILE		
PHONE (3):	WORK / HOME / MOBILE		
PHONE (4):	WORK / HOME / MOBILE		
DOES CONTACT HAVE ACCESS TO SITE:	YES / NO	AUTHORISED TO CANCEL VITALCALL SERVICE:	YES / NO
AVERAGE TRAVEL TIME TO SITE:			

## SIGNATURES

- I have read and understood the Privacy Statement; I agree to comply with the obligations contained therein and consent to VitalCall collecting, using and disclosing personal information in accordance with the Privacy Statement.
- I have read and understood the Customer Service Agreement including the terms and conditions contained therein and agree to be bound by them.

### CUSTOMER SIGNATURE

(1) CUSTOMER SIGNATURE: \_\_\_\_\_

(2) CUSTOMER SIGNATURE: \_\_\_\_\_

### ALTERNATIVE BILL PAYER

ALTERNATIVE BILL PAYER SIGNATURE: \_\_\_\_\_

ALTERNATIVE BILL PAYER NAME: \_\_\_\_\_

### POWER OF ATTORNEY

*EVIDENCE OF POWER OF ATTORNEY MUST BE PROVIDED PRIOR TO SIGNING*

POWER OF ATTORNEY SIGNATURE: \_\_\_\_\_

POWER OF ATTORNEY NAME: \_\_\_\_\_

### FIELD AGENT

FIELD AGENT SIGNATURE: \_\_\_\_\_

FIELD AGENT NAME: \_\_\_\_\_

VitalCall is a division of Chubb Fire & Security Pty Ltd ABN 47 000 067 541, of 41 Pentex Street, Salisbury QLD 4107. All correspondence to: PO Box 218, Salisbury QLD 4107. Registered office: 33-39 Talavera Road, Macquarie Park, NSW 2113. Toll Free: 1300 360 808 Fax: 1300 554 483

## PRIVACY STATEMENT

The following statement, together with the VitalCall (Chubb) Privacy Policy (accessible via the VitalCall website [www.vitalcall.com.au](http://www.vitalcall.com.au), the Chubb website [www.chubb.com.au](http://www.chubb.com.au), or upon request by calling Toll Free 1300 360 808), sets out how VitalCall handles the personal information it collects, as well as how the Customer may access and correct their personal information or make a privacy complaint. To the extent that there is any inconsistency between this Privacy Statement and the VitalCall (Chubb) Privacy Policy, the terms of this Statement will prevail.

### How does VitalCall collect the Customer's personal information?

VitalCall may collect the Customer's personal information in a number of ways, including:

- Directly from the Customer, when the Customer provides it to VitalCall, its agents, contractors, subcontractors or service providers (including in the course of the provision of the services);
- From third parties, such as the Customer's Nominee, Emergency Contacts, next of kin, carers, the Payer, or the Customer's telecommunications services providers (to ensure VitalCall services work with the relevant networks);
- From government entities (such as the Department of Veteran Affairs);
- From public sources;
- When legally required or authorised to do so.

### What personal information does VitalCall collect and what for?

VitalCall collects the Customer's personal information such as the Customer's name, date of birth, address, postcode, telephone number(s), e-mail address, and the names, addresses, postcodes, e-mail addresses and telephone number(s) of the Nominee, Payer (if the Payer is not the Customer) and Emergency Contacts for the purpose of providing the Customer with the services and administering the agreement.

If VitalCall has provided credit to the Customer or the Payer, VitalCall may collect the Customer's or the Payer's personal information from other sources, such as a credit reporting agency or financial institution to ascertain the Customer's creditworthiness. Details of the collection, use, disclosure of credit-related personal information can be found in the VitalCall (Chubb) Privacy Policy.



If the Customer does not provide VitalCall with the information requested or provides VitalCall with incorrect or incomplete information, it will affect or prevent VitalCall's ability to effectively provide the Customer with the services, and VitalCall may elect to terminate the agreement. The Customer must actively cooperate with VitalCall to ensure that all of the Customer's personal information held by VitalCall is accurate, up-to-date, complete, relevant and not misleading.

#### **How does VitalCall use the Customer's personal information?**

The personal information the Customer provide to VitalCall may be used for a number of purposes connected to the provision of the services and VitalCall's business operations, including:

- To verify the Customer's identity,
- For the purposes generally described in the preceding section,
- To better understand the Customer's need for the services,
- To investigate faults and resolve issues with the services,
- In connection with police investigations or suspected unlawful activity,
- To protect VitalCall's lawful interests,
- In connection with any proposed acquisition, restructure or sale of VitalCall's business, in whole or in part,
- For any other purpose that the Customer may reasonably expect.

#### **Disclosure**

Generally, VitalCall will only disclose the Customer's personal information on a "need to know basis" for the purpose or purposes for which the Customer has provided it. However, VitalCall may specifically disclose the Customer's personal information:

- to VitalCall's subcontractors, authorized representatives, suppliers, service providers, professional advisors and/or other related companies within the Chubb group of companies;
- to the Nominee and Emergency Contacts;
- any other authorized representatives, legal advisors or specified persons designated by the Customer;
- to the Payer;
- to telecommunications services providers and their contractors and subcontractors;
- to Federal, State or local government agencies (including, without limitation, the Department of Veteran Affairs and State and Federal Police), courts and regulators, if legally required or authorized to do so; and
- to emergency services and medical personnel,

for the purpose of administering the agreement and providing the VitalCall PERS and monitoring, and to ensure that the Customer is provided with effective emergency assistance whenever necessary, and for any other purpose that would be reasonably expected.

We will take reasonable steps to ensure that the recipient is bound by privacy obligations if making such disclosure.

#### **Disclosure to overseas recipients**

VitalCall may disclose personal information to overseas recipients, including related bodies corporate, suppliers and service providers in India, China, Singapore, France, the United Kingdom and the United States of America.

Where VitalCall discloses personal information to an overseas recipient, VitalCall will take reasonable steps to ensure that the recipient complies with the applicable Australian Privacy Principles.

VitalCall may also disclose the Customer's personal information to other recipients located overseas, if the Payer, the Nominee, any Emergency Contact or next of kin is located overseas.

#### **Marketing**

The Customer agrees and acknowledges that VitalCall may:

- 1) forward to the Customer from time to time promotional material and information regarding any of its goods and services, unless the Customer request VitalCall (either by phone, e-mail, letter or facsimile) to stop using the Customer's personal information for the purpose of direct marketing; and
- 2) disclose the Customer's personal information to other organisations (including without limitation, Related Bodies Corporate, Emergency Services, service providers, telecommunications providers and government bodies and entities) that assist VitalCall in the provision of the Services.

#### **Third party information**

If the Customer has provided VitalCall with personal information about another individual (including any of the Customer's Nominee, Payer and Emergency Contacts), the Customer must inform that individual that personal information has been supplied to VitalCall, the reason why it has been supplied and that they can contact VitalCall to obtain access to or update or correct their personal information.

#### **Access, correction and complaints**

The Customer may access, correct or update the Customer's personal information held by VitalCall at any time upon request by contacting VitalCall using the contact information below.

on Toll Free 1300 360 808.

VitalCall's privacy policy also contains information about how an individual may complain about a breach of their privacy, and how VitalCall will deal with the complaint.

#### **Contacting VitalCall**

## RETAIL TERMS AND CONDITIONS – Personal Emergency Response Products and Services

### 1 TERM

This Agreement commences on the Date of Agreement shown in the Customer Service Agreement and continues until terminated in accordance with the terms and conditions herein.

### 2 COOLING OFF PERIOD

**2.1** This Agreement may be subject to a cooling off period in accordance with the applicable legislation regarding unsolicited consumer agreements, as this term is defined in the *Competition and Consumer Act 2010* (Cth).

**2.2** Where a cooling off period applies:

- 1) VitalCall will not accept any payment during the cooling off period;
- 2) VitalCall will not provide any Services during the cooling off period;
- 3) VitalCall will not supply any Equipment exceeding five hundred Australian Dollars (\$500) in value during the cooling off period;
- 4) The Customer may cancel this Agreement within this period without penalty by giving VitalCall notice verbally or in writing. The Customer may use the notice in the prescribed form contained in the Agreement.

**2.3** If the Customer cancels this Agreement during the cooling off period and Equipment was supplied during that period, the Customer agrees to provide VitalCall with reasonable access to the Customer's residence during Standard Hours to remove the Equipment within thirty (30) days of cancellation. Failure to provide VitalCall with such access or to otherwise return the Equipment to VitalCall will result in the Customer being liable for payment of the Equipment Fee.

### 3 VITALCALL'S OBLIGATIONS

#### 3.1 Supply of PERS Equipment and other products

- (a) **PERS Equipment Purchase option.** If the Customer elects to purchase the PERS Equipment from VitalCall, title to and ownership of the PERS Equipment shall pass to the Customer upon receipt by VitalCall of payment in full of the Equipment Fee. Risk in the PERS Equipment shall pass to the Customer upon delivery to the Customer in accordance with the Agreement.
- (b) **PERS Equipment Hire option.** If the Customer elects to hire the PERS Equipment from VitalCall, the Customer acknowledges that the PERS Equipment remains at all time the exclusive property of VitalCall, unless otherwise paid for by the Customer. If the PERS Equipment comprises a 3G unit, the Customer agrees to use the SIM card provided by VitalCall, and that the SIM card will also remain the property of VitalCall and must be returned with the PERS Equipment.
- (c) **PERS Equipment accessories.** The Customer may purchase additional accessories for the PERS Equipment from VitalCall. The PERS Equipment accessories are supplied on the same basis as set out in clause 3.1(a) above.

#### 3.2 Delivery, installation and relocation of PERS Equipment

- (a) In consideration of the Installation Fee, VitalCall will deliver and install the PERS Equipment at the Customer's residence and connect the PERS Equipment to the Central Monitoring Facility. The Customer (including anyone on behalf of the Customer) must not disconnect or move the PERS Equipment or change its location in any way after it has been installed by VitalCall. If the Customer disconnects, moves or relocates the PERS Equipment for any reason, the Customer must contact VitalCall who will arrange for a representative to attend the Customer's residence to re-install the PERS Equipment. VitalCall charges a Fee to reconnect, re-install or relocate the PERS Equipment.
- (b) For the avoidance of doubt, VitalCall does not guarantee, and the Customer acknowledges that the Services may not work as intended, if:
  - (i) the PERS Equipment has not been installed, connected and tested in accordance with clause 3.2(a); or
  - (ii) the PERS Equipment has been moved or its location or setup is changed in any way without VitalCall being contacted to attend and reconnect, re-install, retest or relocate the PERS Equipment.

#### 3.3 Supply of Services

VitalCall agrees to supply the Services and the Customer agrees to pay the Monitoring Fees for the Services in accordance with the terms and conditions of this Agreement.

#### 3.4 Scope of Services

- (a) VitalCall will respond to Alarm Signals and Voice Signals (as applicable) received at the Central Monitoring Facility in accordance with its procedures and applicable Australian Standards.
- (b) VitalCall does not monitor the continuous connection of the Customer's telephone line or telecommunications network to the Central Monitoring Facility. It is the Customer's responsibility to check and test the PERS Equipment and other devices in the manner set out in the User Manual on a regular basis to ensure that signals are being received by the Central Monitoring Facility.

**3.5 General.** VitalCall supplies PERS Equipment together with the Services. VitalCall does not provide the Services for third party equipment and does not supply PERS Equipment without the Services.

### 4 CUSTOMER'S OBLIGATIONS

#### 4.1 Payment of Fees

In consideration of the provision of Equipment and Services, the Customer must pay the applicable Fees to VitalCall as set out in this Agreement.

#### 4.2 Testing

The Customer must carry out regular testing of the PERS Equipment and its connection at least monthly in the manner set out in the User Manual. To the extent permitted by law, VitalCall will not be liable for any fault in the PERS Equipment if monthly test calls are not conducted.

#### 4.3 Caring for the Equipment

The Customer agrees:

- (a) to take reasonable care of the PERS Equipment and otherwise do all things reasonably required to maintain the PERS Equipment in good working condition in accordance with all operating and maintenance instructions;
- (b) to inform VitalCall as soon as possible if the Customer becomes aware of any failure of or damage to the PERS Equipment;
- (c) to pay for the cost of any repairs to or replacement of the Equipment if the damage or fault was caused by any negligence, deliberate damage, misuse or abuse;

- (d) to allow VitalCall to attend the Customer's residence at a convenient pre-arranged time between the hours of 7am – 6pm, Monday to Sunday for the purpose of installing, inspecting, repairing or removing the PERS Equipment;
- (e) unless clause 3.1(a) applies, to return the PERS Equipment to VitalCall Returns, PO Box 218, Salisbury QLD 4107 in good working order and condition within thirty (30) days of VitalCall's request;
- (f) that unless clause 3.1(a) applies, VitalCall may charge the Customer the replacement cost of the PERS Equipment if the Equipment (or any part of it) is damaged, missing or not returned to VitalCall within thirty days (30) days.

#### **4.4 Customer acknowledgements – Equipment**

By entering into this Agreement, the Customer acknowledges and agrees that:

- (a) the Customer understands how to use and operate the PERS Equipment;
- (b) the Customer has received and read a copy of the User Manual;
- (c) if the Customer has selected the PERS Equipment Hire option, the PERS Equipment (including, if applicable, any SIM card supplied by VitalCall) remains the property of VitalCall;
- (d) being an electronic and telecommunications device, the PERS Equipment is sensitive and may not always function reliably, consistently or continuously;
- (e) where the Equipment comprises a wireless mobile unit (3G, 4G or higher), the Services may be interrupted and may not be error free, and the functioning of the Equipment and the Services may be affected by the cellular network coverage at the Customer's residence outside of the knowledge and control of VitalCall;
- (f) the performance of the PERS Equipment and/or the Services can be affected by equipment, utilities and services (including any change or disruption to such equipment, utilities and services) which are provided to the Customer by telecommunications carriers or other third party providers. Without limiting any provision herein, VitalCall shall have no liability to the Customer for PERS Equipment or Services performance issues which are attributable to equipment and/or services not supplied by VitalCall; in particular, the Customer, acknowledges and agrees that VitalCall will not be able to provide the Services until such time as the telephone line communication and/or digital mobile communication or network is restored;
- (g) the Customer is solely liable for the costs, fees and charges of all power, telephone, data allowance, data usage, connections and any other telecommunications equipment and/or services required for the performance of the PERS Equipment and the Services and, and for ensuring that all such costs, fees and charges are paid in a timely manner to the Customer's telecommunications service provider and other service providers as the PERS Equipment will not function if the Customer's telecommunications services are suspended or disconnected for any reason;
- (h) VitalCall cannot guarantee the performance of the PERS Equipment or availability of the Services when used with Voice Over Internet Protocol (VOIP) services. The Customer acknowledges that VitalCall does not recommend using the Equipment with VOIP or other non-analogue telephone lines and the Customer will notify VitalCall if VOIP or any non-analogue services are installed at the Customer's residence; and
- (i) the performance of the PERS Equipment and/or the Services may be affected by environmental conditions (separately or in any combination) such as weather (including, without limitation, storms and lightning), temperature, geographical location, humidity, dust, dirt, the Customer's premises layout, electrical wiring, building materials used in the premises, the position of furniture in the premises, metallic objects or features (including, without limitation, concealed pipes), other electrical or electro-magnetic appliances; VitalCall is not liable in any way to the Customer for any defect, fault, damage or malfunction of the PERS Equipment or Services caused by or contributed to by such environmental conditions.

#### **4.5 Customer acknowledgements – Services**

By entering into this Agreement, the Customer acknowledges and agrees that:

- (a) The Customer understands the nature, purpose and limitations of the PERS Equipment and the Services; and
- (b) The Customer has provided, and will promptly update, VitalCall with all relevant and accurate information regarding the Customer, the Nominee and all Emergency Contacts to enable VitalCall to provide the Services to the Customer.

#### **4.6 Nominee**

- (a) The Customer appoints the Nominee to act as the Customer's agent for the purposes of this Agreement, including (without limitation) if the Customer is unavailable, ill or incapacitated for any reason.
- (b) The Customer acknowledges and agrees that VitalCall may accept and act on the instructions of the Nominee from time to time for all matters relating to this Agreement as if the Nominee were the Customer, including if VitalCall is not able to contact the Customer or if the Customer is otherwise not able to provide VitalCall with instructions for any reason.
- (c) The Customer acknowledges and agrees that VitalCall is entitled to accept, rely and act on the instructions of the Nominee as if they were instructions from the Customer, and shall release and indemnify VitalCall from and against all losses, liabilities, claims, demands, suits and causes of action arising from or in any way related to VitalCall acting on the Nominee's instructions. This clause will survive the termination of the Agreement for any reason.

### **5 SPECIAL CONDITIONS**

#### **5.1 Provisions applicable to all Services**

- (a) Any amounts charged by any emergency services notified by VitalCall under this Agreement must be paid by the Customer (including, without limitation, any accidental or false alarm).
- (b) The Customer acknowledges that emergency services operate according to their own procedures, protocols and performance standards, which may change from time to time, and which are fully outside of VitalCall's control.

#### **5.2 Provisions applicable to PSTN Customers**

By entering into this Agreement, the Customer acknowledges and agrees that:

- (a) The Customer has read and understood the information about mode sockets provided in SCHEDULE 1; and
- (b) If VitalCall recommends that a Mode 3 or Mode 5 socket be installed at the Customer's residence, and the Customer chooses not to have a Mode 3 or Mode 5 socket installed, then:
  - (i) The Customer acknowledges that the VitalCall unit will not work if the telephone line is in use (incoming call) or if a telephone handset is left off the hook; and
  - (ii) The Customer agrees to release and indemnify VitalCall, its officers, agents, employees and contractors from all losses, liabilities, claims, demands, suits and causes of action arising from or related to the failure or delay of the Services in these circumstances.
- (c) VitalCall will not be liable for any failure of the Services or malfunction of the Equipment resulting from the Customer's decision not to have a mode socket installed at the Customer's residence where a mode socket has been recommended by VitalCall or a VitalCall Representative.
- (d) This clause survives the termination of the Agreement for any reason.

### **6 COMPETITION AND CONSUMER ACT 2010 (CTH)**

- 6.1 Nothing in this Agreement is intended to exclude, restrict or modify the application of the provisions of any statute, including the *Competition and Consumer Act 2010* (Cth), where to do so would contravene that statute or cause any part of this Agreement to be void.
- 6.2 If the Customer is a "consumer" as defined in the Australian Consumer Law, the following additional provisions apply:
- (a) The goods supplied by VitalCall under this Agreement come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
  - (b) The services supplied by VitalCall under this Agreement come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a refund or the re-supply of the services for a breach, and to compensation for any other reasonably foreseeable loss or damage.
- The benefits to the Customer given by VitalCall hereunder are in addition to any other rights and remedies of the Customer may have under this Agreement or otherwise at law.
- 6.3 If a defect in the Equipment develops within the applicable warranty, the Customer must contact VitalCall as soon as possible and submit a warranty claim verbally or in writing. Subject to clause 6.7, VitalCall agrees to repair or replace, at its option, the defective Equipment at no cost to the Customer. When returning the Equipment, the Customer must ensure it is properly packaged so that no damage occurs during transit and include the original or a copy of the proof of purchase and an explanation of the problem.
- 6.4 VitalCall may require access to the Customer's premises to diagnose and/or rectify a defect in the Equipment. In such event, the Customer shall procure access to the premises for VitalCall at a mutually agreed time during Standard Hours, and VitalCall will not be liable to the Customer for any claims made for injury, loss or damage to any person, resulting from VitalCall's failure to provide the warranty work if the Customer fails to give VitalCall access to the premises where the Equipment is located at the agreed time, or failing agreement, within a reasonable time not exceeding seven (7) days. If, after the expiry of the warranty, the Customer requests VitalCall to diagnose and rectify a defect, fault or malfunction in the Equipment, subject to applicable law, VitalCall may charge the Customer a fee for such diagnosis, rectification or advice at its then current standard rates available upon request to VitalCall from time to time.
- 6.5 Pursuant to the warranty in clause 6.2, 6.3 and 6.4, where VitalCall repairs the Equipment:
- (a) VitalCall may substitute the Equipment with equivalent equipment where necessary for the provision or continuation of the Services;
  - (b) Equipment presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Equipment; and
  - (c) if the Equipment is capable of retaining user-generated data, the repair of the Equipment may result in the loss of the data.
- 6.6 The foregoing warranty is provided by VitalCall, a division of Chubb Fire & Security Pty Ltd (ACN 000 067 541). Registered office: 33-39 Talavera Road, Macquarie Park, NSW 2113, Australia. Phone: 1300 360 808. Website: <http://www.vitalcall.com.au>
- 6.7 To the full extent permitted by law, the Customer acknowledges and agrees that the warranty provided hereunder does not cover:
- (a) any defect, fault, damage or malfunction caused by the Customer's failure to regularly maintain and test the Equipment in accordance with the applicable Australian Standards and the manufacturer's recommendations;
  - (b) fair wear and tear;
  - (c) any defect, fault, damage or malfunction caused by the Customer's negligence, fault, neglect, abuse or incorrect installation, connection or use of the Equipment or as a result of vandalism, fire, water damage, power surge, lightning, electrical storm or any other circumstance outside of VitalCall's control or that of the manufacturer;
  - (d) any defect, fault, damage or malfunction caused by the Customer's failure to replace or recharge consumables required for the use and operation of the Equipment (such as, without limitation, batteries); or
  - (e) any actual or attempted unauthorised repair, modification, removal or reinstallation of, interference with or work on, the Equipment by any person other than VitalCall.

## 7 VARIATIONS

### 7.1 Increase in Monitoring Fee

- (a) The Monitoring Fee is revised annually. VitalCall may increase the Monitoring Fee each year by giving the Customer at least thirty (30) days' prior notice in writing.
- (b) To the extent permitted by law, if the direct or indirect cost to VitalCall of providing the Services increases at any time after the commencement of this Agreement, VitalCall may increase the Monitoring Fee by the same proportion as the increase in the cost to VitalCall, by giving the Customer thirty (30) days' prior notice in writing.
- (c) If the Customer receives a notice increasing the Monitoring Fee and the Customer does not wish to pay the higher Monitoring Fee, the Customer (or the Customer's Nominee) may terminate this Agreement in accordance with clause 13.3(b).

### 7.2 Other variations

- (a) VitalCall may amend the terms and conditions of this Agreement by giving the Customer at least 30 days' prior notice in writing, setting out the changes to this Agreement. Subject to clause 7.2(b) below, the new terms and conditions will become effective and binding as between the Customer and VitalCall upon expiry of the 30-day notice period.
- (b) If the Customer does not agree to the changes, the Customer (or the Customer's Nominee) may terminate this Agreement in accordance with clause 13.3(b).

## 8 INTELLECTUAL PROPERTY

VitalCall is the owner or authorised licensee of all Intellectual Property Rights in the Equipment and the Services. VitalCall retains all rights, title and interest subsisting in the Intellectual Property Rights. VitalCall grants to the Customer a royalty-free, non-exclusive, non-transferrable, revocable licence to use the Intellectual Property Rights solely to the extent necessary for the purpose of using the Equipment and/or the Services in accordance with the Agreement. The Customer must not in any way modify, adapt or reverse-engineer the Equipment and/or the Services.

## 9 CREDIT RELATED PERSONAL INFORMATION

Without limiting clause 10, if the Customer has applied to VitalCall for credit, the Customer acknowledges and agrees that for purposes of this Agreement VitalCall may collect, use, store, give, obtain and exchange personal information about the Customer's creditworthiness, credit history or credit capacity on terms which attract the operation of the *Privacy Act 1988* (Cth), and authorises VitalCall to do so in accordance with VitalCall's privacy policy.

## 10 PRIVACY

- 10.1 All personal information requested and provided hereunder for the purposes of providing the Customer with the Equipment and Services and administering this Agreement will be collected, used, safeguarded, disclosed and disposed of in accordance with the Privacy Statement which forms part of this Agreement and with VitalCall's privacy policy. A current copy of VitalCall's privacy policy (including how the Customer may access or update the personal information VitalCall holds regarding the Customer) may be viewed on the VitalCall website: [www.vitalcall.com.au](http://www.vitalcall.com.au) or obtained by contacting: VitalCall Privacy Officer, Locked Bag 2007, North Ryde BC NSW 1670 or [Privacy.Officer@chubb.com.au](mailto:Privacy.Officer@chubb.com.au).

- 10.2** If the Customer does not provide VitalCall with the information requested, it will affect or prevent VitalCall's ability to effectively provide the Customer with the Services, and VitalCall may elect to terminate the Agreement immediately without further liability to the Customer. The Customer must actively cooperate with VitalCall to ensure that all personal information of the Customer held by VitalCall is accurate, up-to-date, complete, relevant and not misleading.
- 10.3** If the Customer has provided VitalCall with personal information about another person (including the Payer, the Nominee and the Customer's Emergency Contacts), the Customer must inform that person that personal information has been supplied to VitalCall, the reason why it has been supplied and that they can contact VitalCall to obtain access to or update or correct their personal information.
- 10.4** VitalCall's privacy policy also contains information about how an individual may complain about a breach of the Australian Privacy Principles (APP) and any applicable APP Code, and how VitalCall will deal such complaint.

## **11 FEES AND PAYMENT**

- 11.1** The Customer must pay or, if applicable, must cause the Payer to pay, the Fees in accordance with, in the manner and within the time set forth in the Agreement, or reasonably required by VitalCall from time to time. The Customer remains solely liable for the payment of the Fees to VitalCall in accordance with this Agreement, even in circumstances where the Customer has nominated a Payer.
- 11.2** All Fees include GST unless otherwise stated.
- 11.3** Should the Customer (or the Payer on behalf of the Customer) fail to make payment by the due date for payment of a due and payable Fee, the Customer will pay interest at the current Westpac Unsecured Personal Loan Rate applied on outstanding amounts calculated daily from the due date and until all outstanding amounts are received by VitalCall in full. Without prejudice to its rights under clause 13.1(a), VitalCall may also suspend the provision of the Services, until payment is received in clear funds.

## **12 LIABILITY**

### **12.1 Australian Consumer Law**

- (a) To the full extent permitted by law and subject to the consumer guarantees and other provisions of the Australian Consumer Law (if applicable), the Customer acknowledges and agrees that VitalCall will have no liability for any statements, representations, guarantees, conditions or warranties that are not expressly contained in this Agreement.
- (b) To the full extent permitted by law, where VitalCall breaches its obligations under this Agreement, VitalCall shall at its election:
- (1) re-supply the Equipment and/or the Services; or
  - (2) refund or credit to the Customer the Fees paid for the defective Equipment and/or for the Services not performed or performed incorrectly; or
  - (3) pay to have the Equipment and/or Services supplied again or for the replacement, repair or repayment of the Equipment, up to a maximum total value of the Fees paid by the Customer under this Agreement.

### **12.2 Limitation of liability**

To the full extent permitted by law, VitalCall's total liability under this Agreement, whether in contract, tort (including negligence) or otherwise, will be limited to \$50,000 (fifty thousand Australian Dollars) in the aggregate. For the avoidance of doubt, this clause does not limit VitalCall's liability for physical injury or death to any person caused by VitalCall's gross negligence.

### **12.3 Exclusion of indirect loss**

Notwithstanding anything else in this Agreement and to the full extent permitted by law, VitalCall will not be liable to the Customer for:

- (a) any indirect, incidental or special or economic loss, cost, liability, damage or expense howsoever arising; or
- (b) any loss of profit, loss of use, loss of income, loss of rental or other benefit, loss of production, loss of contract, loss of actual or potential business opportunity or loss of reputation.

### **12.4 Emergency service personnel**

Without limiting clause 12.3 above, VitalCall will not be liable for any direct or indirect loss or damage (including, without limitation, damage to property) caused as a result of emergency service personnel entering the Customer's residence. The Customer agrees to indemnify VitalCall in respect of all costs, actions, demands and liabilities arising as a result of such loss or damage.

### **12.5 Reasonable limitations**

The Customer acknowledges and agrees that it is reasonable for VitalCall to limit its liability under this Agreement and that the Fees charged by VitalCall are based solely on the value of the Services and the Equipment supplied.

## **13 TERMINATION**

### **13.1 Termination by VitalCall**

VitalCall may terminate this Agreement by providing thirty (30) days' prior written notice in writing to the Customer, if:

- (a) any Fee remains unpaid for a period of thirty (30) days after VitalCall sends the Customer a letter requesting payment of an overdue Fee; or
- (b) VitalCall has been unable to contact the Customer or the Nominee for more than sixty (60) days; or
- (c) the Customer has failed to test the PERS Equipment for more than sixty (60) days; or
- (d) if the Customer misuses or neglects the Equipment, or fails to maintain the Equipment in accordance with the User Manual and reasonable instructions from VitalCall; or
- (e) the Customer changes the Customer's address and VitalCall is unable to provide the Services at the Customer's new address; or
- (f) as otherwise permitted by any other provision of this Agreement.

VitalCall may terminate this Agreement with immediate effect if, at any time during the Agreement, VitalCall becomes unable to provide the Services to the Customer due to reasons or circumstances beyond VitalCall's control.

### **13.2 Termination by the Customer**

The Customer may terminate this Agreement:

- (a) in accordance with clause 7.1(c) or clause 7.2(b) above; or
- (b) by notice if VitalCall breaches the Agreement and does not rectify the breach within thirty (30) days of being requested in writing by the Customer to do so.

### **13.3 Termination for convenience**

- (a) VitalCall may terminate this Agreement for convenience by providing thirty (30) days' prior notice in writing to the Customer.
- (b) The Customer (or the Nominee on the Customer's behalf) may terminate this Agreement for convenience at any time after the Installation Date.

### **13.4 Accrued Rights**

The expiry or earlier termination of this Agreement will not affect either party's rights in law which may have accrued prior to the expiry or earlier termination of this Agreement. The Customer remains liable to pay the Fees for Equipment duly supplied and/or Services duly performed up to the day of termination.

### **13.5 Return of PERS Equipment**

Within thirty (30) days of the expiry or termination of this Agreement for any reason, unless clause 3.1(a) applies the Customer must return the PERS Equipment to VitalCall Returns, PO Box 218, Salisbury QLD 4107. The PERS Equipment must be in good working order and condition.

### **13.6 Failure to return PERS Equipment**

If the Customer does not return the PERS Equipment to VitalCall in accordance with clause 13.5 above, VitalCall may charge the Customer the replacement cost of the PERS Equipment.

### **13.7 Reimbursement of Monitoring Fee**

VitalCall will refund to the Customer or the Payer (as applicable), that part of the Monitoring Fee corresponding to any unused portion for the relevant Billing Period, except where the Customer has elected to pay the Monitoring Fee on a monthly basis and the Customer terminate this Agreement prior to the expiry of a Billing Period.

## **14 COMPLAINTS AND DISPUTES**

### **14.1 Complaints – Billing and payment**

If the Customer has a complaint about an invoice or payment, the Customer may contact VitalCall by calling 1800 264 652 and VitalCall will endeavour to resolve the Customer's complaint within three (3) working days. If the Customer is not satisfied with the resolution, or if VitalCall has not resolved the Customer's complaint within that time, the Customer may escalate the complaint by calling 1300 360 808 and VitalCall customer service will either resolve or escalate the complaint for resolution by a supervisor.

### **14.2 Complaints – General**

If the Customer has a complaint about the Service or PERS Equipment (except for billing and payment disputes), the Customer may contact VitalCall by calling 1300 360 808 and VitalCall will endeavour to resolve the complaint within five (5) working days. If the Customer is not satisfied with the resolution, or if VitalCall has not resolved the Customer's complaint within that time, the Customer may escalate the complaint by calling 1300 360 808 and requesting to speak with a supervisor.

## **15 FORCE MAJEURE**

Neither party will be in breach of this Agreement or be liable to the other party if it fails to perform or delays in the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to electrical shortages, telecommunication outages, power failure, computer failure, strikes, industrial disputes, earthquake, volcanic eruption, fire (including bushfire), flood, tidal wave, lightning strike, storm, cyclone, hurricane, act of God, war (including civil war), insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes, blockades or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

## **16 NBN TRANSITION**

**16.1** Without limiting other provisions therein, where the Customer is not using the NBN at the date of this Agreement, the Customer must inform VitalCall as soon as possible:

- (a) if the Customer decides to use the NBN to enable the connection to the Customer's Equipment; or
- (b) if the NBN is installed at the Customer's residence, at any time during the Agreement.

**16.2** The Customer must also inform the Customer's carrier or NBN provider of the existence of the Services at the Customer's residence.

**16.3** In the event of 16.1(a) or (b) above occurring, the Customer agrees and acknowledges that:

- (c) VitalCall may need to attend the Customer's residence to ensure compatibility of the Customer's set-up system with the NBN and that the Equipment is properly connected to enable the provision of the Services; such visit will be charged to the Customer and VitalCall will advise the cost of the visit prior to attendance; and
- (d) the Customer may be required to procure additional equipment from the carrier and/or VitalCall as a result, at the Customer's cost.

**16.4** The Customer acknowledges that compliance with the obligations contained in this clause is essential to ensure that the performance of the Services is not disrupted. For the avoidance of doubt, VitalCall will not be liable for any disruption to the Services (including any failure to provide the Services or defect in the Services) where any such disruption is caused or contributed to by the Customer's non-compliance with this clause.

## **17 GENERAL PROVISIONS**

### **17.1 Interpretation**

Unless a contrary intention appears, a reference in this Agreement to:

- (a) a document (including this Agreement) includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to words of one gender includes all other genders
- (d) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) the section and sub-section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole; and
- (f) the words "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**17.2** This Agreement comprises the entire agreement between the parties in relation to the Equipment and Services and supersedes any prior representations, negotiations or agreements.

**17.3** Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

**17.4** No right under this Agreement will be deemed to be waived except by notice in writing signed by the party waiving the right and any failure or delay by a party to enforce any clause of this Agreement will not be construed as a waiver of that party's rights under this Agreement.

**17.5** This Agreement is governed by and construed in accordance with the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.

**17.6** Either party may give the other notice under this Agreement by letter, e-mail or facsimile, addressed in the case of a letter at the address last known to the party giving the notice and otherwise as advised by each party to the other from time to time, and any such notice will be considered given when the letter, e-mail or facsimile would have been delivered in the ordinary course of post or transmission.

**17.7** VitalCall may subcontract its rights and obligations under this Agreement without restriction.

**17.8** This Agreement is personal to the Customer. The Customer must not assign or novate its interests in this Agreement without VitalCall's prior written consent. VitalCall may at any time assign or novate any part of its rights and obligations under this Agreement to a reputable and competent organisation (including a related company) without the Customer's consent, but in such event VitalCall will endeavour to provide written notice of such assignment or novation to the Customer as soon as practicable after it has occurred.

**17.9** If the Customer comprises two or more person, the obligations in this Agreement bind them jointly and severally.

## VITALCALL RETAIL TERMS AND CONDITIONS KEYWORDS

**Agreement** means the contract between the Customer and VitalCall for the supply of the Equipment and Services as evidenced and detailed herein and comprises these terms and conditions, the Customer Service Agreement, Schedule 1, the Privacy Statement, the Direct Debit Request Service Agreement, the Setup Guide (if clause 3.2(b) applies) and the User Manual.

**Alarm Signal** means a signal sent from the PERS Equipment to VitalCall's Central Monitoring Facility to indicate that an alarm condition exists or for testing of the PERS Equipment.

**Billing Period** means the monthly, quarterly, half-yearly or yearly (as applicable) period for the payment of each Monitoring Fee.

**Central Monitoring Facility** means the VitalCall monitoring facility, which receives Alarm Signals and Voice Signals from the PERS Equipment.

**Customer Service Agreement** means the form completed at the installation by the Customer or the Customer's Nominee and the Payer (If applicable) which forms part of this Agreement and contains the Customer's contact details and other information relevant to the provision of Services by VitalCall.

**Emergency Contact** means the person or persons whom the Customer nominates as an emergency contact in the Customer Service Agreement as amended from time to time.

**Equipment** means any one or more of:

- PERS Equipment
- PERS Equipment accessory

**Equipment Fee** means the fees charged by VitalCall for the purchase of the PERS Equipment and the PERS Equipment accessories (if applicable).

**Fees** mean the Installation Fee, the Equipment Fee, the Monitoring Fees and/or any other fee payable under this Agreement.

**Installation Date** means the date on which VitalCall installs the PERS Equipment in accordance with clause 3.2.

**Installation Fee** means the fee charged by VitalCall for the installation and configuration of the PERS Equipment by VitalCall at the Customer's place of residence.

**Intellectual Property Rights** means all current and future registered and unregistered rights in respect of copyright, designs, software, domain names, circuit layouts, trade names, trademarks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended from time to time) subsisting anywhere in the world in respect of the Equipment, the Services and any documentation, record or material in any form or media (whether tangible or intangible) prepared or provided by VitalCall under this Agreement, and applications for any of the foregoing.

**Monitoring Fee** means the periodic fee charged by VitalCall for providing the Services under this Agreement.

**Nominee** means the person the Customer nominates as his or her agent under the Agreement in accordance with clause 4.6.

**Payer** means a person other than the Customer who pays the Fees on behalf of the Customer.

**PERS Equipment** means the VitalCall personal emergency response system which responds to triggering of an alarm on a pendant worn by the Customer and other signals and communicates with the Central Monitoring Facility via a base unit installed at the Customer's premises.

**Services** means the services described in clause 3.4(a) of this Agreement.

**Setup Guide** means the self-installation and relocation booklet provided by VitalCall which forms part of this Agreement and describes the steps to be completed as part of the self-installation process.

**Standard Hours** means between 9.00am and 5.00pm from Monday to Friday (excluding public holidays) at the place of residence of the Customer, subject to alteration by VitalCall from time to time.

**User Manual** means the information booklet provided by VitalCall which forms part of this Agreement and describes how the Services and Equipment operate.

**Voice Signals** means voice communications (including test, accidental and emergency activation calls) from the Customer to VitalCall using the PERS Equipment.

### SCHEDULE 1 - ADDITIONAL TECHNICAL INFORMATION

#### What is a Mode socket?

A Mode 3 or Mode 5 socket is used to connect the PERS Equipment to the Customer's PSTN telephone line for monitoring purposes. Once installed correctly, during an outgoing telephone call a Mode 3 or Mode 5 socket ensures that the PERS Equipment has priority over the telephone line and is able to dial out in the case of an emergency. This means that the PERS Equipment will still be able to send an alarm to the Central Monitoring Facility, even if the phone line is in use during an outgoing call (a call made by the Customer to another party) or another phone extension in the Customer's premises has been left off the hook. However, if an incoming call is in progress (a call from another party to the Customer) the PERS Equipment does not have priority over the telephone line, and cannot send an alarm to the Central Monitoring Facility until the incoming caller disconnects their end of the line.

#### Does VitalCall recommend Mode Sockets?

If there are more than one telephone extensions at the Customer's residence, VitalCall recommends that those extensions be set in Mode 3 or Mode 5 configuration, failing which, if the telephone extension is in use or is left off the hook, the PERS Equipment will not operate. VitalCall recommends that a Mode socket be installed to ensure the proper operation of the PERS Equipment. VitalCall will test all extension phones for correct operation when the PERS Equipment is installed by VitalCall. VitalCall may recommend that a Mode 3 or Mode 5 socket be installed depending on the requirements of the Customer's residence.

## **VitalCall – Summary of key terms**

Below is a summary of some key terms and conditions contained in our Retail Terms and Conditions – Personal Emergency Response Product and Services:

- You must pay the upfront charges and the monthly fees, in accordance with the agreement. Fees are revised every year.
- You must take good care of your VitalCall system, use it in accordance with its user manual, and test it at least once a month.
- You must not disconnect or move the VitalCall unit after it has been installed by VitalCall. If you wish to relocate your unit, you must contact VitalCall and we will organise for an agent to visit your premises and relocate the unit for you. A fee applies for this service.
- We will repair or replace the equipment if the fault is not due to misuse or wilful actions on your part.
- The VitalCall system is an electronic and telecommunications device, and as such, it is subject to technical and performance limitations.
- Monitoring services are also dependent upon the telecommunications network as well as the accuracy of information you provide to us.
- Our equipment and services come with all the guaranties available to you under the Australian Consumer Law.
- We limit our liability to you under this agreement, to the extent permitted by law.
- The agreement has no fixed term and you may terminate at any time after your VitalCall system has been installed, including if you are dissatisfied with the new fees, or with any new terms and conditions we may issue from time to time.
- Unless you have purchased it, the VitalCall system must be returned to us in good working condition when the agreement ends for any reason.
- We can terminate the agreement if you do not pay the fees, if you do not test your VitalCall system as required, if we cannot contact you for an extended period of time, if you fail to take good care of your system, or if we become unable to provide the services for reasons outside our control.

This summary is provided for your convenience only and not as a substitute to the full Terms and Conditions, which prevail in any event. Please make sure you read them and call us if you have any question.



**IMPORTANT NOTICE TO THE CONSUMER – UNSOLICITED CONSUMER AGREEMENTS (ACL s79)**

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

**Supplier details (to be completed by the supplier)**

Name: Chubb Fire & Security Pty Ltd t/a VitalCall (ACN 000 067 541)

Address: PO Box 218, Salisbury QLD 4107

Email address: [customer.service@vitalcall.com.au](mailto:customer.service@vitalcall.com.au)

Fax number: 1300 554 483

Details of goods or services supplied under the agreement: .....

.....

Cost of goods or services: .....

Date of agreement: .....

Transaction number: .....

**Consumer details**

Name of consumer: .....

Consumer's address: .....

Signed by the consumer: ..... Date: .....

## Section 82 Australian Consumer Law

### Cancellation notice – Unsolicited consumer agreement

#### **Right to cancel this agreement within 10 business day cooling-off period**

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

#### **Extended right to cancel this agreement**

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing.

**Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier**.

Alternatively, write a letter or send an email to the supplier.

### Supplier details (to be completed by the supplier)

Name: Chubb Fire & Security Pty Ltd t/a VitalCall (ACN 000 067 541)

Address: PO Box 218, Salisbury QLD 4107

Email address: [customer.service@vitalcall.com.au](mailto:customer.service@vitalcall.com.au)

Fax number: 1300 554 483

Details of goods or services supplied under the agreement: .....

Cost of goods or services: .....

Date of agreement: ..... Transaction number: .....

### Consumer details

Name of consumer:

Consumer's address:

#### **I WISH TO CANCEL THIS AGREEMENT**

Signed by the consumer: ..... Date: .....

**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

If the supplier does not collect the goods within 30 days, the goods become your property.

**VitalCALL** 1300 360 808  
Personal Emergency Response



On



Check Signal



Press Pendant



Check Power

**WARNING**

Do not relocate this unit to another  
address without contacting

**VitalCALL**  
Personal Emergency Response

CANCEL

HELP