



SA Ambulance Service 24 Hour Emergency Monitoring

Purchase/Rental and Monitoring Agreement

On signing this agreement, you agree to the following terms and conditions:

1. Introduction

- 1.1 SA Ambulance Service Inc. ("SAAS") provides a personal emergency alarm monitoring service known as Call Direct ("the Service").
- 1.2 The monitoring unit, pendants, accessories and other items of equipment associated or used in connection with the Service are referred to as "the Equipment".
- 1.3 As part of the Service, you may have a secure key box installed at your home which will contain a spare key for SAAS to enter your home in the event of an emergency.
- 1.4 The fees and charges for the Service, the purchase or rental (whichever is applicable) of the Equipment and the purchase and installation of the spare key box ("the Fees") are set out in the attached Schedule of Fees.

2. Interpretation

Clause headings are used for convenience only and are not to be used in the interpretation of the Agreement.

3. When does the Service commence?

The Service will commence when:

- 3.1 You have provided SAAS with a completed Call Direct Application Form ("Application Form") specifying the goods and services to be provided by the Service to you;
- 3.2 SAAS has attended at your home at a mutually convenient time and provided, installed, programmed and tested the Equipment; and
- 3.3 SAAS provides you with written notice that the Service is operational; and
- 3.4 you have paid the Fees for the Service in advance.

4. What do you agree to?

You agree to:

- 4.1 allow SAAS to enter your home:
 - (a) on reasonable notice to install, repair, remove, service, or update any of the Equipment and the secure key box; and
 - (b) with all necessary force required where the Equipment has been activated and SAAS is unable to contact you via the Equipment connected to your telephone or is unable to access your home using the secure key box (if applicable).
- 4.2 SAAS silently testing the Equipment via the public switched telephone network (which includes a telephone line) once a week at a time unlikely to disturb you.

SA Ambulance Service

5. Your Privacy

- 5.1 SAAS recognises the importance of protecting the privacy of your personal details and only collects information that is relevant and necessary for the purpose of SAAS's operations. You may obtain a copy of SAAS's privacy policy by phoning our Customer Service Centre on 1300 13 62 72, or by writing to SAAS at GPO Box 3 Adelaide SA 5001.
- 5.2 You understand and accept that telephone calls made to and by SAAS under the Service may be recorded in accordance with SAAS's privacy policy.

6. What do you need to do?

You agree to:

- 6.1 inform SAAS immediately of any actual or planned, permanent or temporary change to your home address or telephone number;
- 6.2 nominate up to three contact persons ("Contact Persons") who can be contacted by SAAS on your behalf and ensure that each of them completes and returns the "Contact Person Authorisation" form attached to this Agreement for the Service;
- 6.3 SAAS contacting the Contact Persons and informing them that SAAS may telephone them at any time;
- 6.4 authorise the Contact Persons to access and update information held by SAAS, to enable provision of the Service, on your behalf;
- 6.5 inform SAAS immediately of any actual or planned, permanent or temporary change to the details provided by the Contact Persons in the Contact Person Authorisation form;
- 6.6 pay the Fees for SAAS punctually as required;
- 6.7 nominate an account with a bank or other recognised financial institution for payment of the Fees and execute a direct debit request, that includes a Direct Debit Service Agreement attached to this Agreement and such other authority as may be required to enable SAAS to debit money from your account;
- 6.8 ensure that you have and maintain in your home a touch tone telephone service connected to the public switched telephone network;
- 6.9 inform SAAS of any changes to your telephone service provider, telephone number, or service options;
- 6.10 inform SAAS and test the Equipment if any remote wireless devices, such as remote doorbells, are introduced to your home and allow SAAS to test the equipment;
- 6.11 take reasonable care of the Equipment;
- 6.12 be available to test the Equipment when contacted by SAAS and follow all of the test instructions given by the Service;
- 6.13 inform SAAS immediately of any problem or possible problem with the operation of the Equipment, or if any repairs are required to the Equipment;
- 6.14 **not (nor permit a third party to) move, interfere, disassemble or attempt to repair the Equipment, without SAAS's prior knowledge;**
- 6.15 inform SAAS immediately if the Equipment is stolen or damaged;
- 6.16 ensure that the Equipment is at all times operated in accordance with its instructions provided by SAAS;

- 6.17 provide spare keys for the secure key box (if you have purchased the secure key box);
- 6.18 if you are renting the Equipment:
- (a) inform SAAS immediately if the Equipment is faulty or when the battery in the Equipment is low (whichever is applicable); and
 - (b) replace any part of the Equipment which has been lost or damaged at your cost.
 - (c) arrange to replace the battery provided by SAAS into the equipment in a timely manner.
- 6.19 if you have purchased the Equipment:
- (a) only engage reputable and qualified persons familiar with the Equipment to conduct any repairs required to the Equipment and pay for any repairs required to the Equipment, on the expiration of the manufacturer's warranty; and
 - (b) replace any part of the Equipment which has been lost or damaged at your cost.
 - (c) arrange to replace the battery provided by SAAS into the equipment in a timely manner.

7. What will the Service provide?

- 7.1 When you operate the Equipment and SAAS receives the call, SAAS will attempt to contact you via the Equipment connected to your telephone and, if successful, will:
- (a) ask you what prompted you to operate the Equipment;
 - (b) assess the situation and, if required as determined by SAAS, dispatch an ambulance to your home;
- 7.2 If SAAS is unable to contact you via the Equipment connected to your telephone, SAAS will endeavour to call you back on your telephone. If still unable to contact you, SAAS will dispatch an ambulance to your home;
- 7.3 SAAS may take any additional action reasonably appropriate in the circumstances;
- 7.4 If you have purchased the secure key box, SAAS may use the spare keys from the secure key box, or allow any other person to use the spare key from the secure key box, where it reasonably considers emergency entry to your home is necessary;
- 7.5 If you are renting the Equipment, SAAS will provide, at no charge, replacement Equipment or replacement batteries for the Equipment (whichever is applicable), within a reasonable period of you informing SAAS that the Equipment or battery for the Equipment requires replacing.

8. What are the Fees?

- 8.1 The goods and services provided by SAAS will be charged in accordance with the rates set out in the attached Schedule of Fees.
- 8.2 The Fees are inclusive of GST (where applicable). "GST" means the tax imposed by the New Tax System (Goods and Services Tax) Act 1999.
- 8.3 SAAS may vary the Schedule of Fees on providing one (1) month's prior written notice to you. The amended Schedule of Fees will take effect from the next due payment.
- 8.4 You are responsible for the costs of:
- (a) installing the Equipment;
 - (b) the call-out or use of an ambulance, if you are without Ambulance Cover;

- (c) installing, modifying or repairing the telephone line and/or the mode 3 telephone socket during the installation of the Equipment;
 - (d) the telephone and electricity fees incurred when the Equipment is operated or tested;
 - (e) if you have purchased the Equipment:
 - (i) replacing the Equipment, if damaged, lost or faulty after the warranty period has ended;
 - (ii) maintaining and repairing the Equipment;
 - (f) the purchase and installation of the secure key box; and
 - (g) the cost of any additional goods or services not specifically included in this Agreement or the Application Form.
- 8.5 SAAS reserves the right to charge you a fee for the repair or replacement of the Equipment where such a fee is not recoverable by SAAS, under the manufacturer's warranty including (but not limited to) damage caused by storm, direct or consequential effect of lightning damage, riot, fire, power surges, failure of the public switched telephone service, misuse, interference or disconnection by any person not authorised by SAAS, or by theft.

9. When are the Fees payable?

- 9.1 The Fees must be paid monthly, quarterly or annually in advance (as selected by you in the Application Form) with the first payment to be made upon receipt of your Application Form by Call Direct.
- 9.2 All invoices issued by SAAS must be paid within 14 days of the issue of that invoice.

10. Who owns the Equipment?

- 10.1 SAAS owns the Equipment until you have paid for it in full.
- 10.2 Equipment that has been rented remains the property of SAAS. This Equipment must be returned by you to SAAS immediately upon termination of this Agreement, or at an earlier time if requested by SAAS.

11. When does the Service end?

- 11.1 (a) one month after SAAS has received a request from you to cancel the Service.
(b) unused Equipment rental and/or monitoring fees will not be refunded upon cancellation of service by you.
- 11.2 SAAS can cancel this service at any time on written notice to you for any breaches of your obligations under this agreement.

12. What are the additional terms?

- 12.1 You agree to indemnify and release SAAS from all liabilities, losses, actions, proceedings, costs, expenses and damages incurred by SAAS in respect of loss or damage to property and personal injury or death arising directly or indirectly in connection with:
- (a) the exercise or non-exercise by SAAS of its powers or obligations under this Agreement;
 - (b) any failure of the goods and services;

- (c) the removal or use of the spare key from the secure key box (whether such removal or use is authorised or unauthorised);
 - (d) the acts or omissions of any Contact Person.
- 12.2 To the maximum extent permitted by law, SAAS limits its liability, whether arising in contract, in tort (including negligence), or by statute for loss or damage suffered by you arising under or in connection with this Agreement, to the total sum of the Fees paid by you under this Agreement.
- 12.3 If the law implies any condition or warranty liability for breach which cannot be excluded, SAAS's liability is limited, at SAAS's exclusive option to:
- (a) the supply of the goods and services again;
 - (b) the repair of the goods;
 - (c) the payment of the cost of having the goods or service resupplied or repaired.
- 12.4 SAAS may engage contractors to act on behalf of SAAS to install the Equipment.
- 12.5 SAAS reserves the right to withhold the performance of any of SAAS's obligations under the terms of this Agreement resulting from fire, flood, elements of nature, acts of God, malicious damage, explosion, sabotage, riots, strikes or civil commotion or any delays due to forces beyond SAAS's control, or which SAAS did not cause, or which SAAS cannot prevent or avoid through prudent management practices and to prioritise services in accordance with demand and available resources.
- 12.6 SAAS reserves the right to vary the terms of this Agreement by giving you at least 30 days written notice of the proposed variation.
- 12.7 If any part of this Agreement is found to be invalid, unenforceable or illegal, then that part will be deleted to the extent necessary to remove the invalid, unenforceable or illegal portion and the remainder of the Agreement will remain binding.
- 12.8 The parties agree that this Agreement and Application Form is the complete and exclusive agreement between the parties and that it supersedes all proposals or prior agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 12.9 The laws in force in South Australia, including law with respect to capacity to contract and manner of performance, apply to this Agreement.
- 12.10 The courts of South Australia will have exclusive jurisdiction to determine any proceeding in relation to this Agreement. Any proceedings brought in a Federal Court must be instigated in the Adelaide Registry of that Federal Court.

I, _____, acknowledge that I have read and understood the above terms and the attached Schedule of Fees and agree to be bound by the contents.

Signed by _____ Date (DD/MM/YY) | | | | | | | |

Signed for and on behalf of SA Ambulance Service by _____

Signed by _____ Date (DD/MM/YY) | | | | | | | |

- (c) the removal or use of the spare key from the secure key box (whether such removal or use is authorised or unauthorised);
 - (d) the acts or omissions of any Contact Person.
- 12.2 To the maximum extent permitted by law, SAAS limits its liability, whether arising in contract, in tort (including negligence), or by statute for loss or damage suffered by you arising under or in connection with this Agreement, to the total sum of the Fees paid by you under this Agreement.
- 12.3 If the law implies any condition or warranty liability for breach which cannot be excluded, SAAS's liability is limited, at SAAS's exclusive option to:
- (a) the supply of the goods and services again;
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- 12.4 SAAS may engage contractors to act on behalf of SAAS to install the Equipment.
- 12.5 SAAS reserves the right to withhold the performance of any of SAAS's obligations under the terms of this Agreement resulting from fire, flood, elements of nature, acts of God, malicious damage, explosion, sabotage, riots, strikes or civil commotion or any delays due to forces beyond SAAS's control, or which SAAS did not cause, or which SAAS cannot prevent or avoid through prudent management practices and to prioritise services in accordance with demand and available resources.
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I, _____, acknowledge that I have read and understood the above terms and the attached Schedule of Fees and agree to be bound by the contents.

Signed by _____ Date (DD/MM/YY) | | | | | | | |

Signed for and on behalf of SA Ambulance Service by _____

Signed by _____ Date (DD/MM/YY) | | | | | | | |

Direct Debit Service Agreement

1. Debiting your Account

By signing a *Direct Debit Request* (DDR) you have authorised SA Ambulance Service (SAAS) to arrange for funds to be debited from your nominated account. SAAS will debit your account in accordance with the conditions detailed below.

SAAS will debit your account for the monitoring or monitoring and rental fees as set out in the attached *Schedule of Fees*. This will occur within seven (7) days of the payment due date, excluding public holidays.

The first debit to your account will be made one month, quarter or year from the installation date, as specified in the *Confidential Application Form*.

Debiting of your account will cease upon cancellation of the personal emergency alarm monitoring service (as per clause 11 of the *Purchase/Rental and Monitoring Agreement*) or as requested by you under item 3 (Customer Changes) detailed below.

2. Changes by SAAS

SAAS may vary any details of this agreement or a DDR at any time by giving you at least fourteen (14) days written notice.

3. Customer Changes

For all matters affecting the direct debit arrangements the customer needs to:

- contact SAAS directly on 1300 13 62 72 and/or;
- notify SAAS in writing at least fourteen days before the next debit day to stop or defer a debit payment;
- notify SAAS in writing at least fourteen days before the next debit day to arrange cancellation of authority to us.

4. Your Obligations

It is your responsibility to ensure there are sufficient clear funds available in your account to allow a direct debit payment to be made in accordance with the DDR.

If there are insufficient clear funds in your account to meet a payment:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed by SAAS, and;
- you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so we can process the payment.

You should check your account statement to verify the amounts debited from your account.

5. Disputes

If you believe there has been an error in debiting your account you should contact us on 1300 13 62 72 and confirm this in writing with us as soon as possible.

If we conclude that your account has been incorrectly debited we will arrange for your account to be reimbursed with the incorrectly debited amount. We will notify you in writing of the amount by which your account has been adjusted.

If we conclude that your account has not been incorrectly debited we will provide you with reasons and any evidence for this finding.

If we cannot resolve the matter in the first instance you can refer it to your financial institution, which will obtain details from you of the disputed transaction and lodge it on your behalf.

6. Accounts

You should check:

- with your financial institution to find out whether direct debiting through the bulk electronic clearing system (BECS) is available from your account, as direct debiting is not available on all accounts offered by financial institutions;
- your account details against a recent account statement to ensure they are correct;
- with your financial institution, if you are unsure how to complete the account details on the DDR.

7. Confidentiality

Your records and account details will be kept private and confidential. They will only be disclosed if you or your financial institution request them in connection with an alleged incorrect or wrongful debit.

Schedule of Fees

Rental Fees

Rental of Call Direct unit	\$16.50 per month (includes one standard pendant)
Monitoring of Call Direct unit	\$29.70 per month
Monthly payments	\$46.20 per month
Quarterly payments	\$138.60 upon commencement of Agreement
Annual payments	\$554.40 upon commencement of Agreement

Purchase Fees

Purchase of Call Direct unit	\$417.50 (price includes one standard pendant)
Monitoring of Call Direct unit	\$29.70 per month
Quarterly monitoring payments	\$89.10 per quarter
Annual monitoring payments	\$356.40 upon commencement of Agreement

Equipment Installation

\$126.50 (including mode 3 socket)

(Additional mileage charge may apply for some country areas)

Equipment Reinstallation

\$99

(Charged when moving from one home to another or when moving from original mode 3 socket)

Accessories

Extra standard pendant	\$75
Easy-grip pendant	\$68
Wall-mount bracket	\$7.15
Signal booster	\$181.50
Secure key box	\$93.50

Additional Service Fees

Installation of extra phone socket	\$90
Service charge	\$50
Country delivery surcharge	\$11

All prices inclusive of GST where applicable. Prices current as at August 2007 but may be subject to change without notice. 7.08