



Terms and Conditions

INS LifeGuard Personal Response System

The following terms and conditions apply to your INS LifeGuard personal response / medical alarm system. Your use of the service indicates your agreement to these terms.

1. INS Equipment:

- 1.1 One of INS' representatives will install the Equipment at your home as soon as practicable, should you so request, after you have signed this Contract. If installation is not required, the Equipment will be delivered to you in working order, pre-programmed. You can have programming changed any time after installation or delivery.
- 1.2 The Establishment Fee and the Subscription Fee must be paid within fourteen (14) days of being invoiced. The Establishment Fee will include an installation fee if we install the unit for you.
- 1.3 By signing the Client Information Form you agree to accept delivery or installation of the Equipment and Services listed.
- 1.4 At all times INS will remain the owner of the Equipment and none of the Equipment will become part of your home. The Equipment is being provided to you on a rental basis only. Your Subscription Fee includes an equipment rental component.
- 1.5 You must not change, mortgage or encumber the Equipment in any way (or allow any other person to do so).
- 1.6 You must not remove, conceal or alter any markings on the Equipment which indicates INS' ownership of the Equipment. You must not damage or interfere with the Equipment or permit the Equipment to be damaged or interfered with in any way.
- 1.7 Only INS can authorise the removal, repair or maintenance of the Equipment. No person (including you) is allowed to remove the Equipment from your home to repair, maintain, interfere with or make connections to the Equipment. If you intend to move or carry out renovations on your home, you may move the unit to a new location in your new or existing home. If you prefer INS or one of our representatives to attend your home to remove the Equipment and/or reinstall the Equipment in your new or existing home, this service will carry an additional fee.
- 1.8 Regardless of ownership and legal Title to the Equipment itself, these terms shall not, and shall not be deemed to, convey from Seller to Customer title of any kind to the proprietary software which we've designed and which operates the Equipment allowing the provision of our Services. The INS Group retains all rights to the software that allows the Equipment to function as expected and to communicate with the monitoring system in our Emergency Response Centre, as well as any mobile applications that interact with our alarm system. INS retains the right to amend/alter and update this software at any time and without warning. This includes the LifeGuard Intuito® software on the SmartHome IP Dialler and SmartHome Mate, as well as the LifeGuard SmartMobile app and LifeGuard SmartCarer app.

2. INS Services:

- 2.1 Once the Equipment has been delivered or installed, the Establishment Fee and Subscription Fee have been received (clause 1.2) and the Client Information Form has been signed (clause 1.3), INS will provide you with the Services in accordance with the Terms and Conditions herein.
- 2.2 INS shall receive alarms from you at any time of the day or night sent by means of pressing the Help button on your personal transmitter, call point, or on the equipment itself.

- 2.3 INS shall use its discretion on its understanding of the degree of emergency in each case following verbal contact with you and on the details of your personal circumstances and medical condition currently supplied to us.
- 2.4 If verbal contact cannot be established with you, INS will treat the alarm as a request to notify appropriate emergency services.
- 2.5 INS will at all times be acting solely as your agent in notifying any emergency service or emergency contact and no liability will be accepted by INS for charges made by an emergency service or emergency contact following a request for assistance by INS pursuant to an alarm call.
- 2.6 Our obligations under the monitoring service shall under no circumstances extend beyond the obligation to receive and relay alarms as set out above and INS shall not be liable directly or indirectly for the failure of any third party (e.g. emergency services, nominated emergency contacts or village management) to respond appropriately when notified of the alarm by INS.
- 2.7 INS will not supply, to yourself or any third party, copies of any client file notes, voice recordings or other records made and/or held by INS unless we are compelled to do so pursuant to applicable law, statute, regulation or court order.

3. Fees and Charges:

- 3.1 Your Subscription Fee and other charges for which you are liable under this Contract must be paid within fourteen (14) days of you being invoiced. However in cases of genuine hardship, alternate payment arrangements may be negotiated with INS.
- 3.2 In addition to your Subscription Fee, INS may charge to you any applicable Establishment Fee.
- 3.3 You may elect to pay monies payable under the Contract by credit card or by cheque or money order. You agree to complete documents relating to your proposed payment method, if required by INS.
- 3.4 In the event the end user no longer requires the service, we must be notified promptly to avoid invoicing of the next billing cycle, and the equipment must be returned to INS. Fees will continue to be charged until the equipment is actually received by INS. We are not able to backdate or refund monitoring fees where we've not been advised of such changes promptly.
- 3.5 SIM charges are incurred monthly and will apply for any usage during that month. No refunds or credits for partial months will be refunded upon cancellation.
- 3.6 INS may charge you for the cost of installing / reinstalling the Equipment if requested by you, or if the Services are terminated or disconnected for any other reason.
- 3.7 In the event the Equipment is lost, damaged or disposed of during the first 12 months of service, you'll be invoiced for the full price of the device. If the Equipment is lost, damaged or disposed of beyond the first 12 months of service, you'll be invoiced for 75% of the full price of the device.
- 3.8 If any money due to INS under this Contract is not received by the due date, INS may charge interest from the date on which payment is due until the date on which payment is received. Interest is to be calculated on a daily basis at an interest rate of 12% p.a.
- 3.9 You shall be liable for all reasonable collection costs (including our total legal fees) incurred by INS to enforce collection of overdue Subscription Fees or other money due to INS under this Contract.
- 3.10 Any costs charged by emergency services or any other party are your responsibility, and are not covered by INS.

4. Your Authorisation to INS:

- 4.1 You will allow access (and provide safe access) to INS staff and their authorised representatives at all reasonable times to enter your home to install, connect, disconnect, tidy up, inspect, alter, remove, reinstall and service the Equipment and make whatever alterations to your home as are necessary for the installation of the Equipment. You must obtain all permissions, including the

permission of the owner if you do not own your home, necessary to allow INS to install and maintain the Equipment and to provide you with the Services.

- 4.2 You understand that all calls made to and from our monitoring control room may be recorded, stored and disclosed by INS and you have no objection.
 - 4.3 You understand that all Equipment supplied may become faulty due to many differing circumstances and whilst INS will do everything reasonably practical to ensure operability, INS does not guarantee that its Equipment will operate at all times and you acknowledge that INS will not be liable for anything whatsoever including direct or consequential loss resultant from any failure of Equipment supplied or Services rendered or failure to render Services.
-

5. Your Responsibilities:

- 5.1 You must notify INS immediately if you expect your personal details in the Client Information Form to change.
 - 5.2 You must notify INS immediately if there are any problems with the Equipment or if the Equipment is damaged, stolen, lost, destroyed or interfered with in any way.
 - 5.3 You must keep the Equipment in good and usable condition at all times. You will be responsible for all loss or damage to the Equipment from the date on which the Equipment is delivered or installed at your home until it is removed by INS or returned by you at the end of this Contract.
 - 5.4 You must insure the Equipment with a reputable insurance company for an amount equal to its replacement value against all risks of loss or damage to the Equipment.
 - 5.5 You are solely responsible for all direct and consequential loss or damage which you may incur resulting from INS installing and maintaining the Equipment and providing you with any Services including as a result of any act or omission (including negligence of INS or any of its representatives), your operation and use of the Equipment, and any damage from causes beyond the reasonable control of INS or your failure to comply with this Contract.
 - 5.6 You indemnify INS for all direct and consequential loss or damage which you may incur as a result of your operation and use of the Equipment, including failure to arrange any necessary telephone wiring, including Mode 3 wiring, your negligence or your failure to comply with this Contract.
 - 5.7 You understand that radiofrequency energy from mobile devices and other technologies, including our transmitters and the LifeGuard SmartTracker, may cause interference with pacemakers. Most who wear a pacemaker can still safely use these devices by taking simple precautions such as avoiding placing or wearing them near the pacemaker (keeping them at least 15 centimetres away from your pacemaker), however it is your responsibility to consult with your doctor to be sure it's safe for you to use these technologies.
-

6. Our Responsibilities:

- 6.1 INS will maintain the Equipment in reasonable working condition (fair wear and tear excepted). If after receiving written notice from you, INS' technicians determine that your Equipment is defective, INS will repair or replace the Equipment or any part of the Equipment unless it is defective by reason of mistreatment, improper use or breach of this Contract.
- 6.2 INS will not be liable for default or failure in performing its obligations under this Contract resulting directly or indirectly from government action, strikes or labour disputes, a shortage of suitable parts or components, your operation and use of the Equipment, any damage caused by weather, your failure to comply with this Contract, or any other cause beyond the reasonable control of INS.
- 6.3 Whilst every care has been taken to ensure our products and services meet high quality standards and are fit for purpose in accordance with Australian Consumer Law, we cannot provide an absolute guarantee and issues beyond our control mean we cannot guarantee the hardware, SIM or telecommunications networks will function as expected at all times.

- 6.4 Where a provision is incorporated into this Contract by legislation and that provision is capable of exclusion or restriction by this Contract, then that provision is excluded and restricted to the maximum extent permitted by law and INS' liability limited to the maximum extent allowed.
-

7. Changing the Contract:

- 7.1 INS must tell you about any variations to this Contract by giving you written notice of such changes. INS may vary this Contract at any time.
- 7.2 If you wish to vary the Services or subscribe to any other INS service, you may do so by giving INS reasonable prior notice. We will then vary the Services and charge you the applicable Subscription Fee.
-

8. Ending the Contract:

- 8.1 INS may end this Contract immediately by giving written notice to you if
- You do not pay your Subscription Fee or other money due under this Contract within 14 days of receiving notice that same is due,
 - You do not comply with a material term of this Contract,
 - INS has reasonable grounds to believe that the Equipment is likely to be stolen, damaged or destroyed,
 - You are declared bankrupt or enter into an agreement with your creditors or a person commences any action against you which in INS' opinion could affect INS' interest in the Equipment, and
 - Any licence or other approval which is essential to the delivery of the Services to you on the terms of this Contract and is not replaced by another sufficient authorisation.
- 8.2 Either you or INS may end this Contract for any reason.
- 8.3 If you or INS end this Contract for any reason:
- You will ensure that INS' technicians or other authorised representatives are given access to your home to remove the Equipment within a reasonable time after the end of this Contract; or
 - You will return the Equipment to INS in good working order (fair wear and tear excepted).
 - If you end this Contract within the first 12 months, you will incur a \$35 Disconnection Fee.
- 8.4 If you end this Contract *within the first week of service*, you will not incur a Disconnection Fee.
- If INS was asked to install the unit, you will still be liable to pay the Establishment Fee.
 - If you self-installed your unit, you will not be liable to pay the Establishment Fee.
- 8.5 If you do not give INS staff or authorised INS representatives access to your home to remove the Equipment within a reasonable time after the end of this Contract, either:
- INS' nominees may enter your home without liability for trespass or any resulting damage and retake possession of the Equipment, or
 - INS may recover from you the entire replacement cost of the Equipment including interest calculated in accordance with clause 3.5.
- 8.6 Until all of the Equipment is returned to INS in good and usable condition, Subscription Fees will continue to be charged to, and be payable by, you.
-

9. Miscellaneous:

- 9.1 INS may transfer its rights and obligations under this Contract to any other person or company. If INS does this, it will give you notice.
- 9.2 You may not transfer your rights.

- 9.3 This Contract contains the whole of the agreement between you and INS. Nothing which is said to you by any person forms part of this Contract. This Contract can only be amended as set out in this Contract.
 - 9.4 Any provision of this Contract which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, void or unenforceability without invalidating the remaining provisions.
 - 9.5 The law of the state or territory in which your home is located will govern this Contract.
 - 9.6 INS equipment complies with all relative Australian standards, however, having other electrical appliances near the base unit may cause interference. It is your responsibility to ensure electronic appliances such as TVs, radios, personal computers, wireless devices or other phones are not placed near the base unit.
-

10. Notices:

- 10.1 Notices to you will be effective if they are delivered to you personally or posted to your address last known to INS.
 - 10.2 Notices to INS should be made by calling 1800 636 226 or by written notice posted to PO BOX 485, UNANDERRA NSW 2526
-

11. Definitions:

- 11.1 **Contract** means these Terms and Conditions, the Customer Work Order, and where applicable, any document setting out special terms of payment signed by you.
 - 11.2 **Customer Work Order** means the form entitled *Client Information Form* completed by you or provided to you on behalf of INS for the installation and/or supply of the Equipment in your home and subscription to the Services.
 - 11.3 **INS LifeGuard** is a division of C. Rafin and Co Pty Ltd., ACN 003640793.
 - 11.4 **Equipment** means all of the equipment provided by INS to you for the effective of the Services as described in the Customer Work Order.
 - 11.5 **Home** means the dwelling specified in the *Client Information Form* where you live and the building, land or grounds surrounding that building.
 - 11.6 **Installation Fee** and **Establishment Fee** mean the fee that you must pay for the installation of the Equipment.
 - 11.7 **Subscription Fee** means the ongoing fee charged by INS for each of the Services offered by it.
 - 11.8 **Services** mean each and all of the services provided by INS.
-

12. Authority for Disclosure of Information:

- 12.1 You acknowledge that INS LifeGuard might collect, hold, use and disclose personal information about you in accordance with their Privacy Policy. You acknowledge that you have been informed about the Privacy Policy, and acknowledge that it is available online at www.theinsgroup.com.au or by contacting The INS Group Privacy Officer at privacy@theinsgroup.com.au.
 - 12.2 You agree and acknowledge that The INS Group Privacy Policy as amended from time to time forms part of the terms and conditions of this document.
 - 12.3 We can contact your nominated family, carers and friends and report to them as appropriate if you have elected this option on the consent form which is included in the *Client Information Form*.
 - 12.4 We reserve the right to send you (via email, SMS or in-app messages) information about products and services that may enhance the services we provide to you.
 - 12.5 You agree that a copy of this document shall have the same force as the original.
-