

# Mepacs Client Agreement

## Terms and Conditions

### 1. Background

These Terms and Conditions, along with the Application, constitute an Agreement between Peninsula Health ABN 52 892 860 159 trading as Mepacs ('we', 'us'); and the client named in the Application ('you').

### 2. Definitions in this Agreement

- 'Alarm Unit' means the alarm unit installed at the Premises under this Agreement and connected to the System through the Telephone Installation
- 'Application' means the Mepacs application form
- 'Contact Person' means a contact person specified in the Application
- 'Daily Call' means the process set out in clause 7
- 'Equipment' means an alarm unit and pendant
- 'Fees' has the meaning it has in clause 11
- 'Manual' means the Mepacs Alarm Service User Manual
- 'Premises' means the premises at your residential address as specified in the Application
- 'Service' means the personal alarm service provided in accordance with this Agreement, and
- 'System' means the system by which we provide the Service
- 'Telephone Installation' includes telephones, stored numbers, faxes, answering machines, internet connection (including ADSL Broadband) and other telephone alarm systems at the Premises.

### 3. Operation of the Agreement

This Agreement begins when we accept your Application and continues until it ends in accordance with these Terms and Conditions.

### 4. Installation

After this Agreement begins, we will:

- (a) provide the Equipment
- (b) install the Equipment at the Premises, and

- (c) test the Equipment upon installation.

The person who installs the Equipment will give you a Manual and instruct you in use of the Equipment at the time of installation.

You must do everything necessary to allow us to install the Equipment, including obtaining the permission of the owner of the Premises for the installation.

### 5. Monitoring – what we will do

After the Equipment is installed, we will monitor the Alarm Unit 24 hours a day, every day of the year, during this Agreement.

### 6. When the Alarm Unit is activated

If the Alarm Unit is activated, we will attempt to speak to you through the Alarm Unit and contact the relevant party (i.e. nominated contact, ambulance or other emergency service) as required.

If we speak to you, we will ask you why the alarm was activated and:

- a) call an ambulance or other emergency service to attend at the Premises
- b) call one or more Contact Persons, or
- c) take no further action, as we consider reasonably appropriate.

If we do not speak to you, we will make one telephone call to each of your Contact Persons on the telephone numbers specified in the Application, in the order specified in the Application, until:

- (d) we speak to a Contact Person; or
- (e) all Contact Persons have been called without success.

If we do not succeed in speaking to a Contact Person, we will call an ambulance or other emergency service to attend at the Premises.

We may do anything else we consider reasonably necessary if the Alarm Unit is activated.

## 7. Daily Call service

*This section applies only if the client has a Daily Call service.*

If the daily call button on the Alarm Unit has not been activated between 6 am and 11 am on any given day, we will attempt to call you on the telephone.

If we speak to you, we will ask you why the daily call button was not activated and

- a) call an ambulance or other emergency service to attend at the Premises
- b) call one or more Contact Persons, or
- c) take no further action, as we consider reasonably appropriate.

If we do not speak to you, we will make one telephone call to each of the Contact Persons on the telephone numbers specified in the Application, in the order specified in the Application, until:

- (f) we speak to a Contact Person
- (g) all Contact Persons have been called without success, or
- (h) it is 4 pm.

If we do not succeed in speaking to a Contact Person before 4 pm, we will request the police to undertake a welfare check on you at the Premises.

We may do anything else we consider reasonably necessary if the daily call button on the Alarm Unit has not been activated between 6 am and 11 am on a day.

## 8. Equipment

The Equipment remains our property at all times.

You must:

- a) take reasonable care of the Equipment
- b) tell us immediately if the Equipment (or any part of it) is lost, stolen or damaged, and
- c) ensure that the Equipment is not repaired, removed or otherwise interfered with unless we give our permission.

We may, in our discretion, charge you for replacing Equipment that is lost or stolen.

## 9. Maintenance of the Equipment

You must inform us immediately if the Equipment requires repair. If this is required, we may arrange for a person to attend at the Premises to repair the Equipment.

We will endeavour to have major repairs completed within one working day and minor repairs within three working days. You must pay for repairs other than those required in the course of normal use of the Equipment.

## 10. Other requirements

In addition to the other things you must do under this Agreement, you must:

- (a) ensure that we (and any person we nominate) have access to the Premises for the purposes of alarm installation or repair if we give you reasonable notice
- (b) use the Service in accordance with the Manual
- (c) perform all Equipment tests required by the Manual
- (d) tell us immediately if any changes are made to the Telephone Installation or your telephone services provider
- (e) tell us as soon as possible if any of the information in the Application Form changes, including nominated contact detail and medical details
- (f) give us any information we reasonably require concerning the Equipment, the Telephone Installation or your suitability to use the Service
- (g) carry out, at your cost, any works necessary for installation of the Equipment, and
- (h) pay any fees incurred for attendance of an ambulance or other emergency service at your premises.

## 11. Fees

The Fees you must pay under this Agreement are specified: in the Application; and elsewhere in these Terms and Conditions.

The Fees you must pay may include fees for:

- (i) installation
- (j) monthly monitoring with or without a daily call (if applicable), and
- (k) any other fee, payment or cost referred to in the Application or elsewhere in these Terms and Conditions.

We may change the Fees for monthly monitoring by giving you one month's notice of the change.

Monitoring fees are payable in advance. After this Agreement ends, we:

- (l) deduct any outstanding amounts payable under this Agreement from Fees already paid, and

- (m) from any remaining amount, refund monthly monitoring fees paid for the period after this Agreement ends.

## 12. Payment of fees

You must pay the Fees (including applicable GST):

- (a) on the day specified in the Application, or
- (b) if no day is specified in the Application, within 30 days after receiving an invoice from us.

## 13. When we can end this Agreement

We can end this Agreement:

- (a) by giving you one month's notice at any time
- (b) immediately by notice if you do not pay a Fee when due
- (c) immediately by notice if you fail to do anything else required by this Agreement and don't do it within 14 days after we ask you to, or
- (d) immediately by notice if your use of the Service interferes in any way with our ability to provide a personal monitoring service to others.

## 14. When you can end this Agreement

You can end this Agreement:

- (a) by giving us one month's notice at any time, or
- (b) immediately by notice if we fail to do anything required by this agreement and don't do it within 14 days after you ask us to.

## 15. Return of the Equipment

When this Agreement ends, you must return the Equipment within seven days. If you do not return the Equipment within seven days, you become liable immediately for our costs in replacing that Equipment.

## 16. Liability

We are not liable for:

- (a) the acts or omissions of a Contact Person, ambulance, police or other emergency service
  - (b) the operation or failure of the Telephone Installation,
- And you release us from all liability arising from such a cause.

If something happens that is beyond our reasonable control and, as a result, we cannot comply with our obligations under this Agreement; we are not liable for failing to comply with those obligations.

## 17. Contact details

We may contact you at your address as specified in the Application.

You may contact us:

By phone	Free call 1800 451 300
By mail	PO Box 192 Mt Eliza VIC 3930
By fax	03 9788 1269
By email	<a href="mailto:mepacs@phcn.vic.gov.au">mepacs@phcn.vic.gov.au</a>

## 18. Variation to this Agreement

We can vary this Agreement by giving you at least one month's notice of the variation.

## 19. Assignment

You may not assign your rights under this Agreement without our consent.

## 20. Entire agreement

This Agreement contains the entire agreement between the parties in relation to the Services.

## 21. Governing law

- (a) This Agreement is governed by the law of Victoria
- (b) Any legal proceedings in relation to this Agreement must be brought in a Victorian Court.

## Privacy

### 1. Mepacs

Mepacs is a service provided by Peninsula Health  
ABN 52 892 860 159 ('we', 'us', 'our').

### 2. Information privacy laws

We are bound by the *Information Privacy Act 2000* (Vic), the *Health Records Act 2001* (Vic) and the *Health Services Act 1988* (Vic).

### 3. Information we collect

We collect personal information about you and your Contact Persons, including:

- (a) in the Application
- (b) when the Application is updated, and
- (c) when we speak to you or a Contact Person.

The personal information we collect about you includes health information.

### 4. Recording calls

We may record telephone calls made or received by us in providing the Service.

### 5. Why we collect information

We collect personal information to enable us to provide the Service, including:

- a) to enable installers to install the Equipment
- b) to enable repair of the Equipment
- c) to telephone your Contact Persons
- d) to give to ambulance, police and other emergency services when required, and
- e) for billing purposes.

If we do not collect personal information about you and the Contact Persons, we will not be able to provide the Service.

### 6. Who we usually give information to

We give personal information to installers, repairers, Contact Persons, ambulance, police and other emergency services.

We give health information you provide to Contact Persons, the ambulance, police and other emergency services.

### 7. Information management policies

Our policies on managing personal information are available on request by contacting us on the phone number outlined below.

### 8. Access to information

You may request access to information that we hold about you by contacting us on the phone number outlined below.

### 9. Correcting information

You may ask us to correct person information we hold about you.

### 10. Contact

You may contact us:

By phone	Free call 1800 451 300
By mail	PO Box 192 Mt Eliza VIC 3930
By fax	03 9788 1269
By email	mepacs@phcn.vic.gov.au