

Contract – Family Monitored Fall Alarm

This is a contractual agreement between Servisource Recruitment Ltd trading as “Isaac Care” and you (the Care Recipient). For the sake of clarity, the “Care Recipient” refers to the person who will be using the Isaac Fall Alarm.

Servisource Recruitment Limited is registered in Ireland under company number 297476, registered office at: Ground Floor, 1 Haddington Buildings, Haddington Road, Dublin 4, D04 X4C9.

Care Recipient’s First Name _____

Care Recipient’s Surname _____

1. Isaac Care agree to provide the following services:

- Access to the Isaac Care App
- Sim connectivity services for the Isaac Fall Alarm

2. Isaac Care agree to provide the following equipment:

- The Isaac Fall Alarm & Charging Base

3. Activation of System

Once the Care Recipient receives their Isaac Fall Alarm, they are required to perform a test call to ensure that the details of the emergency contacts which have been added to your account are correct.

To perform this test call, hold down the SOS button on the Isaac Fall Alarm for 3 seconds. The calling sequence will commence and you will be connected to your first emergency contact. If they don’t answer the call, it will be routed to the second contact then the third, and if there is no answer from the third the call routes back to the first contact.

We advise you to ask all your emergency contacts to save the unique phone number this call comes from, so that they can easily identify any future calls from your Isaac Fall Alarm.

4. Cancellation/Termination of Service

There is a cooling-off period of 14 days whereby the Care Recipient can cancel the service. Should the Care Recipient decide to cancel the service within the cooling-off period then they will only be required to pay the delivery and all other charges will be refunded, provided there is no damage to the equipment.

If the Care Recipient wishes to cancel after the cooling off period but prior to the expiration of the minimum term of twelve months they will be liable to pay a breakage fee. That fee will be equal to 75% of the monthly charge multiplied by the number of months remaining in the minimum period.

Where a Care Recipient has signed up for an annual subscription, there will be no entitlement to a refund within the first 12 months, other than that where the relevant cancellation occurred during the cooling-off period.

Following the expiration of the minimum twelve-month term, the Care Recipient may cancel the contract by providing one months' notice in writing.

5. Changes to the service or charges

The Care Recipient confirms they understand that Isaac Care may need to make changes to the service or the charges, and if Isaac Care need to make any alterations, they will give at least 30 days' notice prior to the changes coming into effect. The Care Recipient agrees and understands that if they fail to pay the service and monitoring costs, Isaac Care may withdraw the monitoring service after giving 14 days' notice. [link](#)

6. How the Service Works

The Service User will receive their Isaac Fall Alarm which will be pre-configured to alert the three emergency contacts outlined in the application form above, in the order outlined above, when an emergency call is activated.

An emergency call is activated when a fall is detected by the Isaac Fall Alarm or when the Care Recipient holds down the SOS button on the Isaac Fall Alarm for 3 seconds. This will initiate a phone call directly from the device to the first emergency contact. If the call is not answered by the first contact, it will be diverted to the second contact, if it remains unanswered it will be diverted to the third, if it remains unanswered at this stage it will be diverted back to the first contact and this process will continue until the call is answered.

The Isaac Fall Alarm will be automatically linked to the Care Recipients' care profile in the Isaac app. The Care Recipient and primary carer have full control over who the information from the fall alarm is shared with. When an emergency alert is activated a push notification will be sent to the relevant people within the care recipients' circle of care on the Isaac app.

The Care Recipient acknowledges that the purpose of Isaac Fall Alarm is to provide support, but it cannot eliminate risks completely. Reasonable care will be taken to ensure that all alerts are handled correctly. Equipment does occasionally give false alerts and sometimes fail to respond to a valid event.

Voicemail

We advise emergency contacts to switch off any voicemail facility on their phones to prevent delays in the Isaac Fall alarm getting through to them when help is needed.

The Care Recipient confirms that they understand how the Isaac Fall Alarm works and confirms they will test the device at least once a month by performing a test SOS call.

7. Access to my home (when in an emergency situation)

The Care Recipient agrees to provide a means by which emergency contacts can gain access to the property in an emergency.

8. Care Recipient Obligations:

- The Care Recipient shall test the equipment once a month by pressing the button on the Isaac Fall Alarm and inform the Isaac Team of any problems with the equipment as soon as possible.
- The Care Recipient shall ensure that the Isaac Team are provided with the correct details of my nominated emergency contacts and update the Isaac app if these details change.
- The Care Recipient shall keep Isaac Care up-to-date with any changes to my list of contacts and their details.
- The Care Recipient shall allow personal information gained by Isaac Care during visits, telephone conversations and in the course of providing the service to me, to be processed and shared with other professional agencies involved in the provision of services to meet my needs. The professional agencies include app developers and device suppliers.
- The Care Recipient shall take care of the equipment by keeping it clean and by not any spilling fluids onto the alarm as this may compromise its charging capabilities and future use.
- The Care Recipient shall act and speak appropriately when dealing with Isaac Care staff.

9. Renewal Fees

Should Isaac Care change the monitoring fees they will write to the Care Recipient informing them of any changes at least 30 days prior to those changes coming into effect.

The Care Recipient agrees to pay my fees monthly or every 12 months if using the annual subscription, online via stripe or by direct debit or another suitable payment method .

Care Recipients' Signature

Date

Terms & Conditions

1. Definitions

In this Agreement the following definitions shall apply:

- a) "The Care Recipient" shall mean the person named on page 1 of the Contract as being the Care Recipient and who is in receipt of the Services.
- b) "The Company" shall mean Servisource Recruitment Limited trading as "Isaac Care" having its registered office at: Ground Floor, 1 Haddington Buildings, Haddington Road, Dublin 4, D04 X4C9.
- c) "The Equipment" shall mean the Isaac Fall Alarm.
- d) "The Minimum Period" shall be 12 months as specified overleaf.
- e) "The Services" shall mean both the Maintenance Service and the Monitoring Service as specified in clause 4 and 5, respectively, of this Agreement.
- f) "The Installation Address" shall mean the Installation Address as specified in the application form.
- g) "The fees" shall mean the fees as outlined in the shop on the Isaac Care website.

2. The Agreement

- a) The Terms and conditions together with the completed application form over leaf constitute a legally binding contract ("the Agreement") between the Company and the Care Recipient. This Agreement shall commence when the Care Recipient signs the order form overleaf and when the company connects the Care Recipient to the monitoring system, and installation test are complete.
- b) The Company does not have any obligation whatsoever to any third party under this Agreement.

3. Payment

- a) The Care Recipient will pay all service and monitoring fees without prior demand on the due date as specified on the Isaac Care website.
- b) The Care Recipient will pay the Fees whenever the services are provided for part of the period to which that Service Charge relates.
- c) The Company reserves the right to amend the amount of the Fees to keep account of changes in the rate of Value Added Tax if applicable.

4. Maintenance Service

The Company shall provide the following Maintenance Service in respect of the Equipment ("The Maintenance Service")

- a) For the period of 12 months commencing on the date of this Agreement ("the Warranty Period"), the Company will maintain the Equipment in a satisfactory operational condition including the replacement of all unserviceable parts or components. The Company's obligation to provide maintenance is limited to instances where parts or

components have become unserviceable as a consequence of reasonable wear and tear or unexplained failure. Such obligation is excluded in instances where parts or components have failed or otherwise been rendered unserviceable by reason of damage caused by improper use or negligence.

- b) Maintenance Service response will be given as soon as possible usually within 48 Hours of receipt of a request for Maintenance Service.
- c) Except as otherwise provided in these terms and conditions the Company will not require payment for the Maintenance service in respect of labour or parts supplied to replace parts which are defective, faulty or otherwise unserviceable within the Warranty Period.
- d) The Maintenance Service will not be provided free of charge where the damage to the Equipment has resulted from negligence of the Care Recipient or where the Care Recipient has breached any other of the terms and conditions of this Agreement.

5. The Monitoring Service

The company will not provide any monitoring service, the responsibility for monitoring and responding to any SOS calls/ Fall alerts lies solely with the 3 emergency contacts nominated, or any other relevant person included in the relevant circle of care.

6. Connectivity Service

The company shall provide the Care Recipient with sim card connectivity for the purpose of facilitating SOS calls through the Isaac Fall Alarm. While best efforts will be made to ensure maximum sim coverage in all areas, the company cannot take responsibility for lack of sim coverage. The cost of providing sim coverage and connection for the Isaac Fall Alarm is included in the monthly service fee and is subject to [fair usage](#).

7. Information and Data

- a) Any information and data provided by the Care Recipient to the Company and used by the Company directly or indirectly in the performance of this Agreement shall remain, always, the property of the Care Recipient and shall be identified, clearly marked and recorded as such by the Company in all documentation.
- b) The Company shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the data and information.
- c) In the event of termination of this Agreement the Company shall, when directed to do so by the Care Recipient, and instruct all its agents and subcontractors to erase all information and data provided by the Care Recipient and all copies of any part of the information and data provided from the Company's systems and magnetic data.
- d) The Company agrees to comply with Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 and any other relevant legislation.
- e) The Company reserves the right to contact the client occasionally to inform them of new products and services. Should the client wish to remove their details from such

marketing activities they are obliged to make the request in writing with the appropriate one months' notice.

8. Customer Responsibilities

- a) The Care Recipient shall ensure that the Isaac Fall Alarm is charged.
- b) The Care Recipient shall not in any way interfere with or tamper with the Equipment or the Sim Card.
- c) The Care Recipient shall notify the Company as soon as is practicable after any damage, defect, fault or other failure in the Equipment has been noticed and shall not allow any person other than an employee or agent of the Company to adjust, alter, repair, or deface or interfere with the Equipment in any way.
- d) The Care Recipient shall not abuse or permit any person to abuse: -
 - a. the Maintenance Service in any way and shall not make unnecessary Maintenance Service requests or cause a Maintenance Service visit to be aborted by not providing access to the Equipment at the time the Company calls pursuant to a request for Maintenance Service.
 - b. The connectivity service (referred to in clause 6) by making excessive use of the call function on the Isaac Fall Alarm. The call function is designed to be used in emergency settings only.
- e) The Care Recipient shall keep the Company fully informed as to any new or continuing medical condition and/or treatment of the Care Recipient and to any changes therein.
- f) The Care Recipient shall notify the Company of any details it requests concerning the emergency contacts who may be contacted by the Company under the Monitoring Service in an emergency and to any changes therein. The Care Recipient shall ensure that persons named as emergency contacts are aware that they have been so named and have consented to their name being used for this purpose.
- g) The Care Recipient shall notify the Company of any change to the Installation Address of the Equipment.

9. Breach by the Customer

Without prejudice to Clause 7 hereof, if the Care Recipient is in any way in breach of any of this Agreement the Company reserves the right to withhold or terminate the Maintenance Service and Monitoring Service provided under this Agreement or to levy such charge as is currently in force from time to time for any Maintenance Service or Monitoring Service provided thereafter, which charges shall be paid by the Care Recipient within 14 days of the date of the Company's invoice.

10. Termination

The Company may terminate this Agreement forthwith if the Care Recipient.

- a) Has made any material misstatement in the particulars supplied to the Company from time to time; or
- b) Fails to comply with any of the terms of this Agreement; or
- c) Abandons the Equipment; or
- d) Passes Away.

11. Consequence of Termination

In the event of the Company becoming entitled to terminate this Agreement (under Clause 7 hereof) or in the event of the wrongful termination by the Care Recipient of this Agreement the Company shall be entitled on demand to the payment of the following sums:

- a) All sums outstanding under the terms of the Agreement at the date of termination;
- b) In the event of early termination, any and all sums payable by way of a breakage fee as defined in section 4 of the Agreement (Cancellation/Termination).
- c) All sums payable in respect of any breach by the Care Recipient of the terms of this Agreement.

12. Limitation of Liability

The Company shall not be liable for any failure or delay providing the Monitoring Service or the Maintenance Service including parts or components for the Equipment where such failure or delay is caused by:

- a) The Care Recipient's failure to notify the Company of any changes concerning the emergency contact list.
- b) Any other breach of this Agreement by the Care Recipient.
- c) Act of God, war, civil disturbance, strike or other labour dispute, storm, fire, flood, shortage of material, law, act or order of government or agency thereof, or other cause or circumstance beyond the Company's control including, but not limited to, a failure or delay attributable to any electricity or telecommunications network.
- d) The Company shall not be liable in any manner whatsoever whether in contract, tort, misrepresentation or otherwise for any direct, indirect, or consequential loss, damage, injury, or death howsoever caused which may arise out of or in connection with the Service to be provided under this Agreement.
- e) Any suspension or failure of the mobile network service for whatever reason including lack of coverage in the local geographical location of the Equipment.

13. Notice

Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or the Installation Address as may at the relevant time have been notified pursuant to this Agreement to the party giving the notice. Any such notice shall be deemed to be served when sent by pre-paid ordinary post to the party to whom it is given on the 3rd day after posting.

THE CARE RECIPIENTS' ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

14.

14.1 The Company shall not be liable for any loss or damage to the Care Recipient arising by reason of the Services being temporarily unavailable and shall not be responsible in any circumstances for any indirect or consequential loss or damage however arising (including but not limited to loss of profits, loss or corruption of data or information) which the Care Recipient may sustain in connection with the Services.

14.2 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence.

14.3 All warranties, conditions, and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from any Contract.

14.4 If the Company's performance of its obligations under a Contract is prevented or delayed by any act or omission of the Care Recipient or failure by the Care Recipient to perform any relevant obligation, the Company shall not be liable for any costs charges or losses sustained or incurred by the Care Recipient, that arise directly or indirectly from such prevention, delay or failure and, without limiting its other rights or remedies, the Company shall have the right to suspend the performance of the Services until the prevention delay or failure has been remedied and to rely on such prevention, delay or failure to relieve it from the performance of any of its obligations so affected.

14.5 Isaac Care shall not be liable for any indirect or consequential loss arising from the non-delivery of goods or the non-performance of the Services including (for the avoidance of doubt) loss of profits, loss of business, loss of anticipated savings, loss of goods, loss of contract, loss of use or loss or corruption of data or information.

14.6, The Company's total liability arising under this Agreement shall be limited to one hundred (100%) of the total charges paid and/or payable by the Care Recipient under the Agreement.

14.7 The Care Recipient shall comply with all instructions of the Company and any other manufacturer in relation to the fitting, installation, service and use of the Equipment and, notwithstanding such compliance, the Care Recipient shall indemnify and keep indemnified the Company fully and effectually against all costs, claims, demands, expenses and liabilities of whatsoever nature and wheresoever arising, including, without prejudice to the generality of the foregoing, claims for damage to property and consequential loss (including loss of profit) which may be made against the Company or which the Company may sustain, pay or incur arising out of or in connection with the supply, fitting, installation or use of the Equipment except to the extent that the Company is prevented by law from avoiding such liability

15. Consumer Sales

Nothing in these Conditions or in any Contract shall affect the statutory rights of any person dealing with Isaac Care as a consumer.

16.

General

- a) This Agreement shall be governed and construed in accordance with the Laws of Ireland. The Courts of Ireland shall have Jurisdiction to hear any proceedings related to a dispute arising from this agreement.
- b) If any provision of this agreement is held by any competent authority or by virtue of any change of legislation or for any other reason whatsoever to be invalid or unenforceable in

whole or in part, the validity of the other provisions of the contract and the remainder of the provision(s) in question shall remain in full force and effect.

- c) This Agreement constitutes the entire contract and understanding of the parties and supersedes any prior representations, warranties or arrangements relating to the subject matter of this Agreement.
- d) No variation of this Agreement shall be effective unless made in writing.
- e) No failure of a party to exercise and no delay or neglect by a party in exercising any right shall operate or be deemed to be a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of such right or the exercise of any other rights.

17. Discount Codes

All discounts are applied to the value of the order, excluding delivery costs and are subject to our general Terms and Conditions.

The offer code must be entered into the Coupon Code field on the shop page and applied for the discount to be deducted from the order.

Unless stated discounts cannot be combined and only one offer can be applied to any order.

Offers can be amended or withdrawn at any time.

Discount codes will not apply to the initial "sign-up fee".

