

Rosie Terms and Conditions

This document is current as at 22 November 2021



1. Purpose of this document

- 1.1. This document sets out the Terms and Conditions on which Vitalcare will provide goods and services known as "Rosie" to the Resident defined in a Rosie Resident Agreement or a Rosie Village Agreement.

2. Definitions

- 2.1. "Contact" is a person who agrees to be contacted at the time of an emergency, or wants to be informed afterwards, identified as a "Contact" in a Rosie Resident Agreement or a Rosie Village Agreement.
- 2.2. "Customer" is the person who will be paying for the Rosie service, identified as "Customer" in a Rosie Resident Agreement or Rosie Village Agreement.
- 2.3. "Fair Use Policy" means the policy set out in clause 5.
- 2.4. "Quotation" is the quotation referred to by number and/or date in the Payment section of a Rosie Village Agreement or the Signature Section of a Rosie Resident Agreement. The Quotation sets out the Rosie products to be supplied, the amounts agreed to be paid by the Customer and the due dates for payment.
- 2.5. "Resident" is the person who will be using the Rosie service, named in the "Resident Details" section of a Rosie Resident Agreement.
- 2.6. "Rosie" is a trademark and a trading name of Vitalcare Pty Ltd and is used to describe a business providing certain goods and services, including personal medical alarms, emergency response services and concierge services.
- 2.7. "Rosie", "we", "us" and "our" are in each case Vitalcare Pty Ltd trading as Rosie.
- 2.8. "Rosie Care" and "Rosie Plus" are packages of Rosie services as detailed in a Quotation.
- 2.9. "Rosie Resident Agreement" is an agreement called "Rosie Resident Agreement" between a Resident and Vitalcare Pty Ltd.
- 2.10. "Rosie Village Agreement" is an agreement called "Rosie Village Agreement" between a Village Operator and Vitalcare Pty Ltd and with the Village Operator as Customer.
- 2.11. "you" and "your" refers to Resident and/or Customer (may be two persons or may be the same person).

3. Customer Obligation

The Customer agrees to the following:

- 3.1. Customer will pay amounts due to Rosie (as detailed in the Quotation) by the due date.
- 3.2. Payments are to be made monthly or annually in advance (as detailed in the Quotation).
- 3.3. If the amount is paid by credit card, we may charge a credit card payment processing fee.
- 3.4. If we do not receive your payment by the due date, we may charge an administrative fee of \$15.00 if the amount outstanding is \$90.00 or more.
- 3.5. Amounts due to Rosie continue to be payable even if the Resident is away from home or not using Rosie for any other reason.
- 3.6. We can vary charges for Rosie services by giving you a minimum of one month's notice in writing.
- 3.7. Advise Rosie of any changes to Resident's or Contacts' details (such as change of address or phone number).
- 3.8. Advise the Resident if this agreement is terminated or varied in any material way.
- 3.9. Authorise Rosie and its related bodies corporate to record all telephone calls, and store any written communications, between you and Rosie.
- 3.10. All persons identified as a Contact have consented to Rosie recording telephone calls in the course of providing Rosie services.

4. Resident Obligations

The Resident agrees to the following:

- 4.1. Advise Rosie of any changes to your details or your Contact's details (such as change of address or phone number).
- 4.2. Provide a way for emergency services to enter your home (such as a key lockbox). If not provided, you accept that in an emergency damage to property may result.
- 4.3. Consents to Rosie disclosing your private information to third parties if, in the reasonable opinion of Rosie staff, the information will assist in providing service to you.
- 4.4. Obtain consent from any person you nominate as a Contact to be a Contact.
- 4.5. Confirm that all persons identified as a Contact have consented to Rosie recording telephone calls in the course of providing Rosie services.
- 4.6. Return any equipment you have rented from Rosie, or pay its replacement value, on termination of this agreement,
- 4.7. Accept that Rosie is not responsible for any equipment or services which Rosie does not supply but is involved in the operation of your Rosie service (such as internet if Rosie uses this).
- 4.8. Authorise Rosie and its related bodies corporate to record all telephone calls, and store any written communications, between you and Rosie.
- 4.9. All persons identified as a Contact have consented to Rosie recording telephone calls in the course of providing Rosie services.
- 4.10. The "Fair use policy" (as set out in clause 5 below).
- 4.11. Be responsible for looking after any equipment owned by Rosie at your premises. You have to pay for any loss or damage to Rosie's equipment at your premises, except for fair wear and tear.
- 4.12. Tell us about any changes to your services or equipment that may affect our ability to provide Rosie service to you.
- 4.13. Pay the ambulance service for any use, should payment be required for such service where you live. We recommend you obtain ambulance cover.
- 4.14. Ensure that any Rosie devices that require recharging are kept charged according to instructions.
- 4.15. Test equipment once per month by making a test call to Rosie.
- 4.16. Use Rosie only according to the handbook provided.
- 4.17. Acknowledge that we have advised you to consult a solicitor about the effect of these terms and conditions and the desirability of you appointing an enduring Power of Attorney before you sign this Agreement.
- 4.18. Acknowledge that we cannot act for you on the instructions of any person who is not your appointed attorney.

5. Fair Use Policy

- 5.1. To ensure the Rosie service is readily available for use by all customers, individual customers should not use the service unreasonably, frivolously or excessively, based on the following guidelines:
 - (a) For Residents subscribing to 'Rosie Care', one assistance call (excluding test calls) per 90 days is considered fair use.
 - (b) For Residents subscribing to 'Rosie Plus', a total of 60 minutes per month of Rosie Assistant call time is considered fair use.
 - (c) For Residents conducting test calls, fair use is considered 1 test call per month.
- 5.2. Times in excess of these may be allowed if it does not interfere with the availability of the service to other users. If, in the reasonable opinion of Rosie, Rosie is used unfairly, the Customer may be offered an extension of the Rosie service for an agreed fee, or may in its discretion terminate the contract under clause 8.1.
- 5.3. Rosie will answer all assistance calls, even in excess of the stated Fair Use Policy, and reserves its rights under clauses 7. and 8.

6. Rosie obligations

Rosie agrees to:

- 6.1. Attempt to speak to the Resident and/or their nominated Contacts when we receive a call from a Resident, the Resident activates an alarm button, or we receive an alarm from some other source.
- 6.2. Depending on the situation, use its discretion to dispatch emergency services or take whatever action we decide is reasonably required, without obtaining further consent at the time.
- 6.3. Deliver the additional Rosie Plus services on request, if the Customer has paid for Rosie Plus.

7. Changing your service level

- 7.1. The Customer may change their Rosie service level at any time by contacting Rosie by phone or email (for example, change from 'Rosie Care' to 'Rosie Plus').
- 7.2. Change of plan agreed to under 7.1 above takes effect within 24 hours of being agreed to.
- 7.3. Any change to fees payable (increase or decrease) takes effect at the start of the next billing cycle for monthly payers. For annual payers, the fee change will be calculated pro-rata to the days remaining in the billing cycle and the Customer's account credited or debited accordingly.

8. Term and variation of agreement

- 8.1. This agreement is ongoing but can be terminated by either the Customer or Rosie giving 7 days' written notice to the other party.
- 8.2. We will no longer provide the service after termination of this agreement.
- 8.3. We can change these Terms and Conditions immediately without telling you if we reasonably consider the change is likely to benefit you or have a neutral impact on you. (For example: reducing charges, adding services at no extra cost to you, increasing our obligations or giving you new rights, changing the name of a service or the technology we use).
- 8.4. We can change these Terms and Conditions by telling you at least 30 days beforehand, if we reasonably consider that it has more than a minor detrimental impact on you.

9. Late payment

- 9.1. If the Customer does not pay fees within 7 days of the due date, Rosie will advise the Customer by phone or email that the Rosie service will be terminated if payment is not received within a further 7 days.
- 9.2. If payment is not received within those further 7 days, Rosie may at its discretion terminate the contract and cease providing Rosie services.

10. Warranty and limitation of liability

- 10.1. In addition to the warranty against defects provided by the Australian Consumer Law, we agree to repair or replace at our cost any product we have supplied that does not perform in accordance with our specifications during a period of 12 months from the date of purchase. To make a claim under this warranty, please contact Rosie (details below) to arrange return or repair. Rosie will repair or replace faulty goods within 7 days of their return.
- 10.2. We do not have liability for failures of technology and human processes that are outside our control. Without limiting the generality of the foregoing, Rosie's goods and services are reliant on systems and services we do not own or control, such as telecommunications services, and Rosie may not function correctly if there is poor phone and/or internet service or extended power failure and we will not be liable for any consequent loss or damage.
- 10.3. Rosie does not provide medical or health care advice. All such services are provided by third parties to whom Residents may be referred. The Resident accepts that Rosie may put the Resident in the care of third parties, such as a health service provider, emergency service, or a Contact, and Rosie has no responsibility for the third party's conduct or service provision.
- 10.4. Subject to any limitations imposed by the Australian Consumer Law or other law, you release Rosie from all liabilities, losses, actions, proceedings, costs, expenses and damages claimed by any person (including you) with respect to loss or damage to property or personal injury or death arising directly or indirectly in connection with the use of Rosie goods or services, whether through any breach or negligence of Rosie or its staff or otherwise.
- 10.5. To the extent that Rosie may have any liability, our total liability is, to the extent permitted by law, limited to:
 - (a) The cost of repairing equipment supplied by Rosie or at Rosie's option the payment of the costs of replacing those goods or of acquiring equivalent goods, whichever is the lesser; and
 - (b) The performance again of any services performed by Rosie, or at Rosie's option the payment of the cost of having those services performed again.
- 10.6. You indemnify us and keep us indemnified against any loss, cost, expense or damage we suffer or incur as a result of you breaching your obligations to us under this agreement.

11. Privacy Policy

- 11.1. Rosie is bound by the provisions of the Privacy Act 1988 (Cth), including the Australian Privacy Principles.
- 11.2. We collect your private or sensitive information:
 - (a) When you give it to us (for example, when signing up for Rosie).
 - (b) In the course of your usage of Rosie services.
 - (c) Only if it is reasonably required for Rosie to deliver its services to you.
- 11.3. We train our employees about the importance of confidentiality and maintaining the privacy and security of your information. Access to your personal information is restricted to employees who need it to provide services to you. Employees are required to agree in writing to maintain the privacy and security of your information.
- 11.4. We may disclose your private information to:
 - (a) Third parties if, in the reasonable opinion of Rosie staff, the information will assist in providing service to you.
 - (b) Your authorised representatives or advisers.
 - (c) Law enforcement and national security agencies, and other government and regulatory authorities as required or authorised by law.
- 11.5. We may store your information in hard copy or electronic format, and keep it in secure storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.
- 11.6. Your personal information will be stored within Australia and we will not disclose your personal information to overseas recipients.
- 11.7. We use a combination of technical solutions, security controls and internal processes to help us protect your information and our network from unauthorised access and disclosure.
- 11.8. You can obtain a copy of all your personal information at any time by requesting it in writing (see contact information below).
- 11.9. We will correct or change any of your personal information at any time if you ask us to in writing (see contact information below).
- 11.10. You can complain about any breach of the Australian Privacy Principles by contacting Rosie (see contact information below).

12. Authority to sign

- 12.1. Any person signing this agreement on behalf of another warrants that they have full power and authority to bind the other person in respect of this agreement.

13. Governing Law

- 13.1. This agreement shall be governed by and construed in accordance with the law of New South Wales and the parties hereby submit to the jurisdiction of the courts of that State.