

Terms of Use

These terms apply when We supply Our Solution to You. Our Solution, which is known as Omega Life and Omega Life Plus (these Terms apply to both) are software based solutions which enable the movements and activities of an individual to be analysed to build up a picture of the individual's daily routine. If an individual's movements and/or activities are outside of their usual routine, nominated users (such as family, friends and/or carers) can determine if further action is needed. So that the Solution can operate properly, it will be necessary for certain monitoring equipment to be installed in the property where the individual to be monitored resides. The monitoring equipment will collect information about the movements and activities of the individual. It will also be necessary for Us to process personal information (which may include some medical information) about the individual and the nominated users. **The Solution will not operate properly unless We are able to do these things.** These Terms, together with Our Data Use Notice, set out how We will supply the Solution and handle personal information in accordance with the legal rights of all individuals concerned. Please read these Terms and the Data Use Notice carefully and contact Us (using the details below) if You have any questions. The purpose of Our Solution is to enable individuals to retain independence. This is done by giving nominated family, friends and/or carers information about the movements and activities of that individual so they can respond as they feel appropriate should the individual's movements and activities be out of the ordinary. It is not intended to be an invasion of the individual's privacy and should not be used for such purpose. **Please ensure You are aware of the cancellation provisions applicable to these Terms, which are contained in clause 10 below.**

1. THESE TERMS

- 1.1 **What these Terms cover.** These are the terms and conditions under which We supply Our Solution to You. Our Solution includes the supply of Equipment, Services and digital content through Our Application.
- 1.2 **Why You should read them.** Please read these Terms carefully before You submit Your Order to Us. These Terms tell You who We are, how We will provide the Solution to You, how You and We may change or end the Contract, what to do if there is a problem and other important information. If You think that there is a mistake in these Terms, please contact Us to discuss.
- 1.3 **IMPORTANT INFORMATION:** The Solution will inform You if a Beneficiary's movements and/or activities are outside of their normal behaviour pattern, so You and/or the Authorised Users can take such appropriate actions as You / they deem necessary to preserve the well-being and safety of the Beneficiary. The Solution IS NOT INTENDED TO BE, AND MUST NOT BE CONSIDERED TO BE, A REPLACEMENT FOR ONGOING CARE ARRANGEMENTS ALREADY IN PLACE IN RELATION TO THE BENEFICIARY. The Solution is intended to complement existing care plans and arrangements made available in relation to the Beneficiary, and to support such arrangements. THIS IS NOT A MEDICALLY RECOGNISED SOLUTION OR INTENDED TO BE A REPLACEMENT FOR MEDICAL, CARE OR SUPERVISORY ARRANGEMENTS RECOMMENDED BY A DOCTOR OR OTHER CARE PROFESSIONAL.
- 1.4 **Please note the Contract You enter into with Us is subject to a minimum contract period of six months from the date We accept Your Order.**

2. WORDS WITH SPECIFIC MEANINGS

In these Terms, certain words are capitalised. Where a word is capitalised (other than for the purposes of ensuring these Terms are grammatically correct), it has a specific meaning. The meaning of such words is specified at the end of these Terms in clause 17 (which are at the end of these Terms).

3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 **Who We are.** We are Omega Analytic Systems Limited a company registered in England and Wales. Our company registration number is 10463217 and Our registered office is at Crown Works, Parry Lane, Bradford, BD4 8TJ. Our registered VAT number is 272 9999 33.
- 3.2 **How to contact Us.** You can contact Us by telephoning Our customer service team at 01274 288 937 or by writing to Us by email at contact@omega-life.co.uk or by post Crown Works, Parry Lane, Bradford, BD4 8TJ marked for the attention of the Omega Analytic Systems Limited Customer Care Team;
- 3.3 **How We may contact You.** If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us in the Order.
- 3.4 **"Writing" includes emails.** When We use the words "writing" or "written" in these Terms, this includes emails.

4. OUR CONTRACT WITH YOU

- 4.1 **How We will accept Your Order.** Our acceptance of the Order will take place when We email You to confirm We have accepted the Order, at which point the Contract will come into existence between You and Us. If We need to discuss any aspect of the Order with You, and/or We need to make changes to the Order before it can be accepted, We will contact You and agree this with You. **Please note the Contract You enter into with Us is subject to a minimum contract period of six months from the date We accept Your Order.**
- 4.2 **If We cannot accept Your Order.** If We are unable to accept Your order, We will inform You of this in writing and will not charge You for the Solution. This might be because Equipment is out of stock, because of unexpected limits on Our resources which We could not reasonably plan for, because a credit reference We have obtained for You does not meet Our minimum requirements, because We have identified an error in the price or description of the Solution or because We are unable to meet a delivery deadline You have specified.
- 4.3 **Your order number.** We will assign a reference number to the Order and tell You what it is when We accept the Order. It will help Us if You can tell Us the reference number whenever You contact Us about the Order.
- 4.4 **We only sell to the UK.** Our website is solely for the promotion of Our Solution in the UK. Unfortunately, We do not at present accept orders from or deliver to addresses outside the UK.

5. OUR SOLUTION

- 5.1 Our Solution comprises of a number of elements; namely the Equipment needed for the Solution to operate; the Services being the monitoring of the Beneficiary and use of the Application, which will provide information to You and the Authorised Users regarding the Beneficiary's movements and activities, and, if You choose to take it as an optional extra, the installation of the Equipment. It is important that You are aware of the Terms applicable to each element of the Solution.

- 5.2 **The Equipment may vary slightly from any pictures of it.** Any images of the Equipment on Our website are for illustrative purposes only. Your Equipment may vary from those images.
- 5.3 **Third party Equipment.** We purchase the Equipment for use in the Solution from third party suppliers, with whom We have appropriate contractual arrangements. We will endeavour to pass on the benefit of any guarantees or warranties relating to the Equipment to You and/or to enforce any such guarantees or warranties on Your behalf if there are any problems with the Equipment. The Equipment may also include software created by third parties in relation to the operation of that Equipment. Accordingly You agree that You will comply with any licence terms relevant to any such software in the Equipment.

6. YOUR RIGHTS TO MAKE CHANGES

If You wish to make a change to the Solution You have ordered please contact Us. We will let You know if the change is possible. If it is possible We will let You know about any changes to the price of the Solution, the timing of supply or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change. If We cannot make the change or the consequences of making the change are unacceptable to You, You may want to end the Contract (see clause 9 - Your rights to end the contract).

7. OUR RIGHTS TO MAKE CHANGES

- 7.1 **Minor changes to the Solution.** We may change the Solution:
- 7.1.1 to reflect changes in relevant laws and regulatory requirements, for example changes in the law relating to how We can use personal data; and
- 7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect Your use of the Solution.
- 7.2 **Updates to the Application.** We may update or require You to update the Application to ensure the Solution continues to operate properly, provided that such changes to the Application shall not in any way impair or have a detrimental impact on the manner in which the Solution operates.

8. PROVIDING THE SOLUTION

Stage One – Installation. Sections 8.2 to 8.10 of these Terms only apply where You have asked Us to install the Equipment on Your behalf and We have agreed to do this, as part of the Order, subject always to You paying the additional charges detailed in the Order in respect of such installation services.

- 8.1 **Delivery of the Equipment.** Where You have chosen to arrange installation of the Equipment Yourself, We will aim to arrange for the Equipment to be posted to You within 14 days of Your Order, where You are based in mainland UK. If you are based outside mainland UK, delivery may take longer than this. For more details about delivery please click www.omega-life.co.uk/support/support. If You install the Equipment Yourself or You arrange for the Equipment to be installed by someone other than Us, We do not accept any liability for any damage to the Equipment and/or the Property as a result of such installation. We will provide information as to how the Equipment should be fitted (which will be available for You to access online). However Equipment is installed at Your own risk, unless You request that We perform installation as part of Your Order. Please be aware that due to the nature of the Equipment and how it needs to be installed, there may some minor decorative impairments as a result of Equipment being installed and/or removed, such as drill holes, or minor damage to paintwork, plasterwork and/or wallpaper coverings. This cannot be avoided and We cannot be liable for any such minor damage.
- 8.2 **Installation.** For the Solution to operate properly, it is necessary for the Equipment to be installed at the Premises. Where You have requested that We install the Equipment for You, the costs of installing the Equipment will be added to the charges contained in the Order. Please be aware that due to the nature of the Equipment and how it needs to be installed, there may some minor decorative impairments as a result of Equipment being installed and/or removed, such as drill holes, or minor damage to paintwork, plasterwork and/or wallpaper coverings. This cannot be avoided and We cannot be liable for any such minor damage except where such damage is severe and was caused by Our negligence when installing the Equipment (where You have opted for Us to install the Equipment on Your behalf).
- 8.3 **Prior to Installation.** Where You have asked Us to perform installation on Your behalf, We will contact You, promptly (and no more than 30 days) after We have accepted Your Order, to arrange a convenient time for Us to install the Equipment at the Premises. PLEASE ENSURE THAT YOU HAVE OBTAINED THE CONSENT OF THE OWNER OF THE PREMISES FOR US TO ENTER THE PREMISES AT THE AGREED TIME AND TO INSTALL THE EQUIPMENT.
- 8.4 **Permission to access the Premises and install the Equipment.** If We are not given permission to access and enter the Premises and/or to install the Equipment at the agreed time, We will not be able to install the Equipment and You will not be able to use the Solution. We will endeavour to contact You if We have any problems accessing the Premises to install the Equipment and We will make alternative arrangements to access the Premises with You. However, it is Your responsibility to ensure We are able to access the Premises and You understand that We cannot provide the Solution if We cannot access the Premises to install the Equipment. WE WILL NOT ACCESS ANY PREMISES UNLESS THE OWNER OR OCCUPANT OF THE PREMISES ALLOWS US TO ACCESS THE PREMISES FOR THE PURPOSES OF INSTALLING THE EQUIPMENT.
- 8.5 **Support for the Beneficiary and/or other vulnerable residents.** We understand that the Beneficiary and/or any other individuals residing at the Premises may be vulnerable persons, who may or may not have full capacity to understand the purpose of Our visit (being to install the Equipment). We will always act professionally and sensitively when installing the Equipment. However, We require You to consider this in advance and (1) to take steps to ensure all relevant individuals are aware of the purpose of Our visit; and (2) to take such measures as are reasonably necessary to preserve the wellbeing and safety of the Beneficiary, and any other residents in the Premises and Our installation personnel. This may include (without limitation) ensuring that a carer or other familiar family member or friend is available when We visit to explain the purpose of Our visit and offer reassurance to the Beneficiary and any other relevant residents or ensuring the Premises are vacant when We attend to install the Equipment.
- 8.6 **Installation of the Equipment.** We will always act professionally and carefully when installing the Equipment. However, We will need to carry out minor works to properly install the Equipment such as drilling holes into walls. If You do not own the Premises in which the Equipment is to be installed, please ensure You have obtained the consent of the owner of the Premises for such works to be carried out. We will assume You have obtained such approvals before We install the Equipment unless You tell Us otherwise.

- If You have not obtained the necessary consent of the Premises owner, We may not be able to install the Equipment. Further We may need to charge You for any additional visit We have to make to install the Equipment once You have obtained the necessary consent. We will not be liable for any claim for damage to the Premises if You have not the proper consent for Us to install the Equipment, unless We have acted negligently when installing the Equipment. Please be aware that due to the nature of the Equipment and how it needs to be installed, there may be some minor decorative impairments as a result of Equipment being installed and/or removed, such as drill holes, or minor damage to paintwork, plasterwork and/or wallpaper coverings. This cannot be avoided and We cannot be liable for any such minor damage except where such damage is severe and was caused by Our negligence when installing the Equipment.
- 8.7 **Completion of Installation.** Once We have installed the Equipment, We will test the Equipment to ensure it is all operational. Once all the Equipment is operational, We will notify You. At this point You will be able to access the Services through the Application (see Clause 8.13 for more information about downloading the Application).
- 8.8 **We are not responsible for delays outside Our control.** If We cannot install the Equipment on the agreed date due to an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end the Contract and receive a refund for any amounts You have paid in advance.
- 8.9 **If We cannot gain access when We arrive to install the Equipment.** If no one is available at the Premises when We come to install the Equipment, We will leave You a note informing You, and You can contact Us to rearrange installation. We reserve the right to charge You for a further installation visit in such circumstances.
- 8.10 **Your legal rights if We are unable to install the Equipment on the agreed date.** You have legal rights if We fail to install the Equipment when We promised, unless clauses 8.7 or 8.8 apply. If We fail to arrive on the agreed date for installation of the Equipment then You may treat the Contract as at an end straight away if any of the following apply:
- 8.10.1 We have refused to install the Equipment, or We have failed to contact You to agree an installation date;
- 8.10.2 installation within the installation deadline was essential (taking into account all the relevant circumstances); or
- 8.10.3 You told Us before We accepted the Order that installation by a specified date was essential.
- 8.11 **Operational requirements for the Equipment.** For the Solution to operate properly, the Equipment will need to be connected directly to an effective internet point (such as a router) in the Premises. Please be aware that good internet access is necessary, through an internet point, for the proper performance of the Solution. If an effective internet point and/or good internet access is not available, the performance of the Solution will be affected. If in Our professional opinion We believe the performance of the Solution will be improved by a better internet access point, We will let You know and provide You with options.
- 8.12 **When You become responsible for the Equipment.** The Equipment will become Your responsibility from either (1) the point the Equipment is delivered to the delivery address nominated by You and signed to confirm receipt; or (2) where We install the Equipment on Your behalf, the time We confirm the Equipment has been properly installed at the Premises. Except where the Equipment is damaged by Us as part of the installation service, if the Equipment is damaged or rendered unusable whilst in the Premises, You will need to contact Us to arrange for the Equipment to be repaired or replaced at Your cost, and the Solution may not operate properly until the Equipment is replaced.
- 8.13 **When You own the Equipment.** You will own the Equipment once We have received payment in full for it.
- 8.14 **What will happen if You do not give required information to Us.** We need certain information from You so that We can deliver or install the Equipment, for example, the delivery address, the address of the Premises and/or confirmation that consent has been obtained from the owner to access the Premises to install the Equipment. If You do not give Us this information within a reasonable time of Us asking for it, or if You give us incomplete or incorrect information, We may either end the Contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. We will not be responsible for supplying the Equipment late or not supplying any part of it if this is caused by You not giving Us the information We need within a reasonable time of Us asking for it.
- Stage Two – Downloading the Application.**
- 8.15 To use the Solution You and the Authorised Users will need to access the Application. You can access the Application by downloading it from the relevant App store. For details of the types of devices and the minimum operating system requirements necessary to download and use the Solution, please click [here](#). **We recommend You regularly check this web link to check the operating system requirements.** You will need to ensure Your device is regularly updated, in line with the manufacturer's recommendations, to ensure the Application operates correctly. You will be able to download the Application by following the instructions on Your relevant App store.
- 8.16 **Using the Application.** In return for You agreeing to comply with these Terms, and for You ensuring any Authorised Users comply with these Terms, You may:
- 8.16.1 download a copy of the Application on any number of devices and permit Authorised Users to download a copy of the Application on any number of devices. The number of Authorised Users who can access the Application will be as specified in the Order (or as We may agree with You in writing). If more than four Authorised Users are needed, please let Us know and We can provide You with a price for adding further Authorised Users. The Application may be viewed, used and displayed on such devices for the purpose of using the Solution only. You and each Authorised User shall only be permitted to log into Your / their account on one device at a time, and any user of the Application will not be permitted to log into the same account on more than one device simultaneously. This means if an Authorised User is logged into their account on their mobile phone, they will not be able to access their account on a tablet unless they log out of their account on their mobile phone and then log into their account on the tablet.
- 8.16.2 use the documentation We supply to support Your use of the Application and the Service.
- 8.16.3 receive and use any free supplementary software code or updates of the Application incorporating "patches" and corrections of errors as We may provide to You.
- 8.17 **Age Restrictions.** You must be 18 to accept these Terms and buy the Solution. You may not transfer the Application to someone else
- 8.18 **Licence to use the Application and Solution.** We will grant You and the Authorised Users a licence to use the Application for the duration of the Contract, provided You and the Authorised Users comply with the following requirements:

- 8.18.1 You will not, and You will ensure the Authorised Users do not rent, lease, sub-license, loan, provide, or otherwise make available, the Application or the Solution in any way, in whole or in part, to any person (except the Authorised Users) without Our prior written consent
 - 8.18.2 You will not, and You will try to ensure the Authorised Users do not copy the Application, any documentation We make available to You or any part of the Solution, except as part of the normal use of the Application or where it is necessary for the purpose of back-up or operational security;
 - 8.18.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the Application or the Solution nor allow the Application or the Solution or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Application and the Solution on devices as permitted in these Terms;
 - 8.18.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Application or the Solution nor attempt to do any such things, except to the extent that the law;
 - 8.18.5 You will not and will try to ensure the Authorised Users do not use the Application and/or the Solution to create any software that is substantially similar in its expression to the Application and/or the Solution.
 - 8.18.6 You use the Solution for the intended purposes and You will not use the Solution in a manner which is detrimental to the Beneficiary.
 - 8.19 **Acceptable use of the Application and Solution.** You will not, and You will try to ensure the Authorised Users do not:
 - 8.19.1 not use the Application or the Solution in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Application, any Service or any operating system;
 - 8.19.2 not infringe Our intellectual property rights or those of any third party in relation to Your use of the Application or the Solution;
 - 8.19.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the use of the Application or the Solution;
 - 8.19.4 not use the Application or the Solution in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users; and
 - 8.19.5 not collect or harvest any information or data from the Solution or Our systems or attempt to decipher any transmissions to or from the servers running Our Solution.
 - 8.20 **Right to suspend access to the Solution.** If We reasonably believe or suspect You and/or the Authorised Users have infringed any of the acceptable use requirements or licence requirements, We reserve the right to suspend Your and/or the Authorised Users use of the Solution pending an investigation. We reserve the right to report to the relevant authorities any behaviour or conduct which We reasonably believe is illegal.
 - 8.21 **Please back-up Your credentials on the Application.** We recommend that You back up Your credentials in connection with the Application, to protect Yourself in case of problems with the Application or the Service.
 - 8.22 **Updates to the Application and changes to the Solution.** From time to time We may automatically update the Application and change the Solution to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively We may ask You to update the Application for these reasons. If You choose not to install such updates or if You opt out of automatic updates You may not be able to continue using the Application and the Solution, or Your ability to use them or performance of them, may be impaired.
 - 8.23 **Support.** If You want to learn more about the Application or the Solution or have any problems using them please take a look at Our support resources at www.omega-life.co.uk. Alternatively, You can contact Us at help@omega-life.co.uk and We will endeavour to help You resolve Your query.
 - 8.24 **Reasons We may suspend the supply of the Solution.** We may have to suspend Your access and the Authorised Users access to the Solution to:
 - 8.24.1 deal with technical problems or make minor technical changes;
 - 8.24.2 update the Solution to reflect changes in relevant laws and regulatory requirements;
 - 8.24.3 make changes to the Solution as requested by You or notified by Us to You (see clause 7).
 - 8.25 **Your rights if We suspend the Solution.** We will contact You in advance to tell You if We will be suspending access to the Solution, unless the problem is urgent or an emergency. We understand that it is critical the Solution is operating for as much time as possible so We will keep the duration or any suspension as short as possible and keep any suspensions to a minimum.
 - 8.26 **We may also suspend supply of the Solution if You do not pay.** If You do not pay Us the agreed charges for the Solution when You are supposed to (see clause 13.3) and You still do not make payment within 7 days of Us reminding You that payment is due, We may suspend supply of the Solution until You have paid Us the outstanding amounts. We will contact You in advance to tell You We are suspending supply of the Solution. We will not suspend the Solution where You have a genuine dispute over the amounts You are due to pay Us (see clause 13.5).
- 9. YOUR RIGHTS TO END THE CONTRACT**
- 9.1 **You can always end Your Contract with Us.** Your rights when You end the Contract will depend on what You have bought, whether there is anything wrong with it, how We are performing and when You decide to end the Contract:
 - 9.1.1 **If the Equipment is faulty or misdescribed or the Solution is not operating properly and We cannot correct this, You may have a legal right to end the contract** (or to get the Equipment or to get some or all of Your money back), see clause 12;
 - 9.1.2 **If You want to end the Contract because of something We have done or have told You We are going to do, see clause 9.2;**
 - 9.1.3 **If You have just changed Your mind about the Solution, see clause 9.3.** You may be able to get a refund if You are within the cooling-off period, but this may be subject to deductions and You will have to pay the costs of return of any Equipment;
 - 9.1.4 **In all other cases (if We are not at fault and there is no right to change Your mind), see clause 9.5.**
 - 9.2 **Ending the contract because of something We have done or are going to do.** If You are ending the Contract for a reason set out at 9.2.1 to 9.2.5 below the Contract will end immediately and We will refund You in full for any part of the Solution which has not been provided and You may also be entitled to compensation. The reasons are:
 - 9.2.1 We have told You about an upcoming change to the Solution or these terms which You do not agree to;

- 9.2.2 We have told You about an error in the price or description of the Solution and You do not wish to proceed;
- 9.2.3 there is a risk that supply of the Solution may be significantly delayed because of events outside Our control;
- 9.2.4 We have suspended supply of the Solution for technical reasons, or notify You We are going to suspend them for technical reasons, in each case for a period of more than two weeks; or
- 9.2.5 You have a legal right to end the Contract because of something We have done wrong.
- 9.3 **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most products bought online You have a legal right to change Your mind within 14 days and receive a refund. The 14 day period, which is often referred to as the “cooling-off period”, will begin on the date after We email You to confirm We have accepted the Order. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.
- 9.4 **How long do You have to change Your mind.** You can cancel the Order and the Contract (and receive a refund in full) before the end of the cooling-off period, **unless, before the end of the cooling-off period:**
- 9.4.1 Where We are installing the Equipment, where the Equipment has been installed at the Premises (upon Your request);
- 9.4.2 Where You are installing the Equipment, We have sent the Equipment to You before expiry of the cooling-off period, on Your request; and/or
- 9.4.3 You have downloaded the Application or the Authorised Users have downloaded the Application.
- 9.5 **Ending the Contract where We are not at fault and there is no right to change Your mind.** Even if We are not at fault and You do not have a right to change Your mind (see clause 9.1), You can still end the Contract before it is completed, but You may have to pay Us compensation. As this Contract involves the download of the Application and (where You have opted to purchase installation services, the installation of Equipment), the Contract will be considered completed once the Equipment is delivered, installed (where applicable) and the Application has been downloaded by You and You have paid the first payment under the Contract. If You want to end the Contract before it is completed (where We are not at fault but You have changed Your mind), just contact Us to let Us know. The Contract will end immediately and We will refund any sums paid by You but We may deduct from that refund or, if You have not made a payment, We will charge You, (where We have installed the Equipment) any costs We have incurred in respect of installation the Equipment together with the cost of the Equipment or where You are installing the Equipment, the cost of the Equipment unless it is returned to Us in its original packaging, unopened and un-damaged. This amount is to cover the costs of the Equipment and the costs of Us installing the Equipment at the Premises. Once the Contract has been completed (so We have installed the Equipment, You have downloaded the Application and paid You first payment under the Contract) then Your rights to cancel the Contract are covered in Clause 9.6 below. A summary of Our cancellation policy is contained in clause 10.2.
- 9.6 **Ending the contract where We are not at fault and the Contract has been completed.** Once You the Contract has been completed (so We have installed the Equipment, You have downloaded the Application and paid Your fist payment to Us) then Your rights to cancel the Contract are more limited. **By entering into the Contract with Us, You are committing to enter into a fixed term contract for a minimum contract period of six months. This is specified in the Order. You can cancel the Contract at any time by giving Us 30 days’ notice in writing. However, if Your cancellation takes effect before the end of the initial six month period, then We will require You to pay Us the charges due and payable for the rest of the initial six month period.** A summary of Our cancellation policy is contained in clause 10.2.
- 10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 10.1 **Tell Us You want to end the Contract.** To end the Contract with Us, please let Us know by doing one of the following:
- 10.1.1 **Phone or email.** Call customer services on 01274 288 937 or email Us at help@omega-life.co.uk. Please provide Your name, home address, details of the order and, where available, Your phone number and email address.
- 10.1.2 **Online.** Complete the form www.omega-life.co.uk/support/cancellation-form on Our website.
- 10.1.3 **By post.** Print off the form www.omega-life.co.uk/support/cancellation-form and post it to Us at the address on the form. Or simply write to Us at that address, including details of what You bought, when You ordered or received it and Your name and address.
- 10.2 **What refund will You receive if You cancel the Contract where We are not at fault**
- 10.2.1 Our refund policy is as follows for cancellation of the Contract where We are not at fault:

When You end the Contract	What refund You will receive
Where You choose to install the Equipment. If You end the Contract 48 hours or more before We despatch the Equipment to You.	You shall receive a refund in full of all amounts You have paid under the Contract.
Where We have delivered the Equipment to You. If You change Your mind You can return the Equipment to Us (at Your cost), un-opened and un-damaged in its original packaging, within 28 days of receiving the Equipment, provided You have not downloaded the Application.	You shall receive a refund in full of all amounts You have paid under the Contract.
Where You require Us to install the Equipment. If You end the Contract 48 hours or more before We attend the Premises to install the Equipment.	You shall receive a refund in full of all amounts You have paid under the Contract.
Where You require Us to install the Equipment. If You end the Contract less than 48 hours before We are due to install the Equipment] but before We start installing the Equipment (see clause 9.5).	You will be charged £300.00 to cover Our costs for attending at the Premises. This will either be deducted from any refund due to You or You will be invoiced this amount (where You have not paid anything under the Contract or the payment You have made does not cover the amount due to Us).
Where You require Us to install the Equipment. If You end the Contract after We have commenced installation of the Equipment, but before You have downloaded the Application (see clause 9.5).	We will deduct from any refund the cost of the Equipment and a reasonable sum to cover Our costs of attending at the Premises and installing the Equipment. If such costs have not already been paid We shall invoice You for these additional costs.

<p>Where You require Us to install the Equipment. If You end the Contract after We have installed the Equipment and after You have downloaded the Application (see clause 9.6).</p>	<p>You shall not be entitled to a refund. We will charge You for the amounts due for the remainder of the initial six month contract period.</p>
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10.3 **When Your refund will be made.** We will make any refunds due to You as soon as possible (and within 14 days).

11. OUR RIGHTS TO END THE CONTRACT

11.1 **We may end the Contract if You break it.** We may end the Contract at any time by writing to You if:

- 11.1.1 You do not make any payment to Us when it is due and You still do not make payment within 14 days of Us reminding You that payment is due;
- 11.1.2 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Solution, for example, the address of the Premises or the name of the Beneficiary;
- 11.1.3 You do not, within a reasonable time, agree a date and time with Us for Us to install the Equipment; or
- 11.1.4 You do not allow Us to access the Premises to install the Equipment.

11.2 **You must compensate Us if You break the Contract.** If We end the Contract in the situations set out in clause 11.1 We will charge You the amounts set out in the table at clause 10.2. The amount We will charge You depends on when We cancel the Contract due to You breaking it.

12. IF THERE IS A PROBLEM

12.1 **How to get help with a problem.** If You have any questions or complaints about the Solution, please contact Us. You can telephone Our customer service team at 01274 288 937 or write to Us at Omega Analytic Systems Limited, Crown Works, Parry Lane, Bradford, BD4 8TJ or email help@omega-life.co.uk. We have a support team who are able to help You with any problems You might be experiencing using the Solution. When You call them You will need to be able to give them a description of the problem so that they are able to help You resolve the problem.

12.2 **Summary of Your legal rights.** We are under a legal duty to ensure the Solution conforms with the Contract. See the box below for a summary of Your key legal rights in relation to the product. Nothing in these Terms will affect Your legal rights.

<p>Summary of Your key legal rights This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.</p> <p>The Equipment The Consumer Rights Act 2015 states that the Equipment must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Equipment the Equipment Your legal rights entitle You to the following: a) In the first 30 days after the Equipment is installed: if the Equipment is faulty, then You can get an immediate refund. b) In the first six months: if the Equipment is faulty and cannot be repaired or replaced, then You're entitled to a full refund, in most cases. c) If the Equipment does not last a reasonable length of time (and We consider a reasonable length of time to be 12 months) You may be entitled to some money back. See also clause 9.3. Please note this does not apply where the Equipment is faulty due to it being intentionally or accidentally damaged whilst in the Premises.</p> <p>The Installation Services In respect of the installation services, the Consumer Rights Act 2015 says: a) You can ask Us to repeat or repair the installation service if the installation of the Equipment is not carried out with reasonable care and skill, or get some money back if We can't fix it. b) We must carry out the installation within a reasonable time of the Contract being made.</p> <p>The Application a) In respect of the Application, the Consumer Rights Act 2015 says it must be as described, fit for purpose and of satisfactory quality: b) If the Application is faulty, You are entitled to have it repaired. c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, You can get some or all of Your money back. d) If You can show the fault has damaged Your device and We haven't used reasonable care and skill, You may be entitled to a repair or compensation</p>
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13. PRICE AND PAYMENT

13.1 **Where to find the price for the Solution.** The price You will be charged, as well as details of when You will be charged, will be shown on the Order. The Contract You enter into with Us is subject to a minimum contract period of six months from the date We accept Your Order. The price on the Order includes VAT. We take all reasonable care to ensure that the price of the Solution advised to You is correct. However please see clause 13.1 for what happens if We discover an error in the price of the Solution.

13.2 **What happens if We got the price wrong.** It is always possible that, despite Our best efforts, We may price the Solution You order incorrectly. If We identify a pricing error after the Order has been placed, We will contact You as soon as possible to inform You. If You wish to cancel the Order because You do not want the Solution at the corrected price, You can do so without any further obligation to Us.

13.3 **When You must pay and how You must pay.** We accept payment with visa, Mastercard and such other payment methods as We may determine from time to time. We do not accept payment by American Express. Your payment will be processed by Our third party payment provider, Stripe, Inc. Your Order will specify the payments You are due to make to Us including the frequency of those payments and the amount of those payments.

13.4 **We can charge interest if You pay late.** If You do not make any payment to Us by the due date We may charge interest to You on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank Plc from time to time. This interest shall

accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

13.5 **What to do if You think any payment information is wrong.** If You think any payment information We send You is wrong please contact Us promptly to let Us know. You will not have to pay any interest until the dispute is resolved.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 **We are responsible to You for foreseeable loss and damage caused by Us.** If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking the Contract or Our failing to use reasonable care and skill. Please note, We are not responsible for any loss or damage that is not foreseen. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen.

14.2 **We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.** This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Solution as summarised at clause 12.2; and for defective Equipment under the Consumer Protection Act 1987

14.3 **When We are liable for damage to the Premises.** We will make good any damage to the Premises caused by Our negligent installation of the Equipment, but We are not liable for minor cosmetic defects (such as minor damage to paintwork, plaster work and/or wallpaper coverings). However, We are not responsible for the cost of repairing any pre-existing faults or damage to the Premises that We discover while installing the Equipment.

14.4 If the Application damages a device and this is caused by Our failure to use reasonable care and skill We will either repair the damage or pay You compensation. However, We will not be liable for damage which You could have avoided by following Our advice to apply an update offered to You free of charge or for damage which was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Us.

14.5 **We are not liable for business losses.** We are only supplying the Solution to You for domestic and private use. If You use the Solution for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.6 **This is not a replacement for existing medical or care arrangements.** As specified previously, the Solution is not intended to replace any existing care or medical arrangements in place in relation to the Beneficiary and such arrangements should continue in place. The Solution is a supplemental product, which is intended to complement existing care and support arrangements.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use Your personal information, the Beneficiary's personal information and the Authorised User's personal information as set out in Our Data Use Notice. Please ensure this has been brought to the attention of any users of the Solution.

16. OTHER IMPORTANT TERMS

16.1 **We may transfer this Agreement to someone else.** We may transfer Our rights and obligations under these terms to another organisation.

16.2 **You need Our consent to transfer Your rights to someone else.** You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing.

16.3 **Nobody else has any rights under this Contract.** The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

16.4 **If a court finds part of the Contract is illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if We delay in enforcing the Contract, We can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking the Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Solution, We can still require You to make the payment at a later date.

16.6 **Which laws apply to this contract and where You may bring legal proceedings.** These terms are governed by English law and You can bring legal proceedings in respect of the Solution in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Solution in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Solution in either the Northern Irish or the English courts.

17. DEFINED WORDS

17.1 In these Terms, the following words have the specific meanings detailed below.

Application	The software application which We will permit You and the Authorised Users to download, access and use, provided You and the Authorised Users agree to comply with the Licence Terms.
Authorised Users	The individuals who You would like to access the Solution, and who have agreed to comply with the Licence Terms and who have consented to the Data Use Notice.
Beneficiary	The individual whose movements and activities will be monitored using the Equipment for the purpose of using the Solution.
Contract	The contract We enter into with You, which includes these Terms and the Order.

Data Use Notice	The notice which We will make available to You before You place the Order, and which is available on Our website at www.omega-life.co.uk/support which tells You how We will use the personal data relating to You, the Authorised Users and the Beneficiary, which We collect and use so that You may receive the benefit of the Solution.
Equipment	The equipment which We will supply to You as part of the Solution, which shall be detailed in the Order.
Licence Terms	The licence terms which You and any Authorised Users will be required to comply with before downloading and using the Application.
Order	The order which both of Us will agree, which contains the specific terms applicable to Your purchase of Our Solution.
Premises	The premises at which the Equipment is to be installed, as detailed in the Order.
Services	The monitoring services We are supplying to You, through the Solution and, where You ask Us to provide and We agree to provide, the installation services in respect of the Equipment.
Solution	means the solution We are supplying to You, as specified in the Order which comprises the Equipment, the Application and the Services.
Terms	These terms and conditions.
We, Us Our	Omega Analytic Systems Limited, company number 10463217, registered office address Crown Works, Parry Lane, Bradford, BD4 8TJ.
You, Your, Yourself	You, the customer, with whom We are entering into the Contract, whose details are contained in the Order.

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