

Doctor Alert Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY PURCHASING PERSONAL ALARM FROM DOCTOR ALERT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEBSITE. THE TERMS AND CONDITIONS ON THIS PAGE AT THE POINT OF PURCHASE WILL BE THE TERMS AND CONDITIONS IN FORCE FOR THE DURATION OF YOUR MEMBERSHIP CYCLE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT PURCHASE FROM DOCTOR ALERT.

Welcome to The Doctor Alert Foundation terms and conditions for use. These terms and conditions ('terms and conditions') apply to the use of our service, our products, this website and your My Doctor Alert account. By accessing this website, registering for a My Doctor Alert account and/or placing an order you agree to contract with us and be bound by the terms and conditions set out below.

If you do not agree to be bound by these terms and conditions you may not:

- access or change your data through our website,
- use our service or
- purchase our products.

If you have any questions relating to these terms and conditions, please contact our Representatives by e-mail to support@doctoralert.co.uk or by phone on 0800 066 2507.

Definitions

In these Terms and Conditions, the following words have the following meanings:

“Active Acceptance” means your indication on the Order Form (in whatever format the Order Form is submitted) of Your acceptance of the Contract.

“Advocate” means the person identified on the Order Form as being an individual whom You give Your consent to Us discussing the Personal Information with and/or to Us receiving updates or changes to the Personal Information from;

“Authorised Representative” means the person identified on the Order Form as being either:

1. the parent of a Minor or guardian of a Vulnerable Member; and/or
2. a person acting under a lasting or enduring power of attorney on behalf of a Vulnerable Member; and/or
3. a professional with a duty of care to a Vulnerable Member;

“Contract” means any contract between You and Us for the provision of the Service and/or Goods;

“Device” means any item to be engraved with Your main medical conditions as disclosed to Us pursuant to the process outlined in these Terms and Conditions, Your Membership Number and the telephone number of our Emergency Service;

“Emergency Service” means the provision by Us of access to an emergency telephone helpline accessible 24 hours a day, every day of the year, through which professionals can access the Personal Information You provided to Us;

“Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures” have the same meanings as set out in the Data Protection Legislation in force at the time.

“Force Majeure Event” means any event or circumstance beyond a party's reasonable control.

“Goods” means any products ordered by You from Us or to be supplied by Us to You including but not limited to Devices;

“Lapsed Phase” means a period of time where Your Personal Information is held on Our system but is not made available to the Emergency Service.

“Member” means the person identified on the Order Form applying for membership of The Doctor Alert;

“Offer” means the proposal from Us to You for Goods and/or Service based on Your Order;

“Order” means the request by You from Us for Goods and/or Service;

“Order Form” means the form (paper or electronic) containing details of the Order placed by You with Us for the provision of the Service and/or Goods;

“Membership Number” means the unique identification number (Invoice ID) assigned by Us to You to identify You in our records;

“Permitted Recipients” means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement; **“Personal Information”** means all personal data provided to Us by You, including, but not being limited to name, address, sex, date of birth, residential address, telephone number, details on Your medical condition (including any specific diseases, illnesses or allergies and any implants You may have, medication You may be taking and choices for medical treatment) and any documents you have provided to us;

“Privacy Policy” means our policy for use of the Member’s Information as indicated within the Privacy Notice displayed here;

“Service” means the provision of a Device supported by the Emergency Service to the Member;

“Shared Personal Data” means the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the Personal Information.

“Minor” means a Member who is under the age of 18 years **“Vulnerable Member”** means a Member who is either:

1. unable to give their informed consent; and/or
2. is mentally or physically incapacitated in some way that prevents them from entering into this Contract themselves;

“We”/ “Us” / “Our” means The Doctor Alert with registration number 10685122, in 1 Scallows Close, Crawley, England, RH10 1QP, United Kingdom

“Website” means www.doctoralert.co.uk

“You” / “Your” means the person entering into this Contract with Us who may become either:

- the Member; or
 - the Advocate of a Member
3. an Authorised Representative of the Vulnerable Member.

1) Your order

When You apply to Us for membership, an Order Form will be completed (either by You or by Us on Your behalf) with the Personal Information You provide to Us.

1.2 By completing the Order Form (online, over the phone or via post) you will be deemed to have provided Active Acceptance of these terms and conditions and by doing so you will be deemed to have entered into a legally binding Contract with Us. . which

incorporates these terms and conditions, the terms set out in the Order Form and the Privacy Policy.

1.3 If you place your Order over the telephone, you will receive an email or letter from us confirming your order and providing access to the terms and conditions. They are also available on Our Website. You will have 48 hours from receipt of those terms and conditions to notify us if you do not accept them. If you notify us that you do not accept those terms and conditions then the Contract will be cancelled without any liability to us or you.

1.4 We may refuse at Our sole discretion to:

1. accept any Order from You or
2. make an Offer to You.

2) The service we provide to our members

We will release Personal Information about the Member as We deem appropriate to assist with medical treatment or render other support.

2.2 By entering into this Contract, You give your consent to your data being shared outside the EU for the purposes described in these Terms and Conditions.

3) What you need to do to receive the service and/or the goods

3.1 We may discuss with and receive updates and amendments from You and/or any Advocates in respect of the Personal Information We hold. We and/or You may at any time revoke the status of an Advocate by written notice to Us. If there is more than one Advocate, any Personal Information can be amended by any Advocate recorded on Your Order Form.

3.2 If there is a discrepancy in the Personal Information provided, We will be entitled to ignore such Personal Information until We are able to verify it with:

1. you and/or
2. a professional with a duty of care and as notified to Us by You.

3.3 By entering into a Contract, You give your consent to the Personal Information being used and released in accordance with these Terms and Conditions and Our Privacy Policy.

3.4 You understand that the Personal Information You provide to Us can be critical in the event of an emergency and the need to Use our Service. You also understand We can only rely on You to ensure that Your Personal Information is accurate, up-to-date complete and truthful. In providing Your Active Acceptance (and any time thereafter

when You contact Us to update Your Personal Information or place a new Order), You agree that the Personal Information You provide Us will at all times be a truthful and accurate record of the Personal Information You wish to be disclosed to a clinical or emergency professional in the event of an emergency and You acknowledge that We and any clinical or emergency professional to which the Personal Information is disclosed are entitled to rely on such Personal Information.

3.5 If requested by Us, You will check all Personal Information held by Us and will inform Us immediately of any error in or changes to the Personal Information held by Us. You will be able to request a print out of your data at any time. .

3.6 You are responsible for ensuring that the Personal Information held by Us about You is complete, accurate and up to date and You will advise Us promptly of any changes to Your Personal Information. You acknowledge that it is Your responsibility to keep Your Personal Information up to date and that Your failure to do so can result in Us not being able to provide accurate information on You when the Emergency Service is called.

3.7 As a minimum You will check the Personal Information regularly, and let Us know if there are any changes required.

3.8 The Member will be the only person who wears the Device. We advise the member should only wear the Device when all Information it is accurate.

3.9 If the Member does not wear the Device, this may delay the provision of emergency medical treatment to the Member, since medical or clinical emergency professionals may not be able to identify the Member's medical condition so readily. The Member acknowledges this and assumes all risks in this regard.

3.10 If a person is acting as an Authorised Representative for a Vulnerable Member, We may assume that the Authorised Representative is empowered to act on behalf of the Vulnerable Member.

3.11 If You designate an Advocate, We will assume that You have given Your consent to such person to act on Your behalf.

3.12 If You are provided at any time with the ability to access your personal details and medical records via the website then You will be provided by Us with a login and password. You undertake that You will not share this with anyone else. In agreeing to access your details on the website you also agree to receive all your member communications via email. You will have the option to also receive marketing information if you choose to.

4) Price and payment

4.1 The price for the Goods (including delivery charges and VAT) and Services will be

as set out on the Order Form. The monthly monitoring fee for the Services will be payable on each and every date on which the Contract was first entered into or the next business day. We shall be entitled to increase the fee for the Services at any time by giving you notice of such increase at least 1 month prior to the date on which the next monitoring fee becomes due.

4.2 The monthly monitoring fee can be paid by direct debit or another payment method available at the time of renewal.

4.3 You will need to make payment for the Goods and the Services in pounds sterling or euros (as indicated) at the time You return the signed Order Form to Us, or at the time You provide payment details over the telephone, or make payment online at the time You submit Your Order Form.

4.4 We will only deliver the Goods or provide the Service once We have received payment in full and cleared funds.

4.5 The Advocate for a Minor or Vulnerable member may pay the fee providing they provide a billing address and contact details.

4.6 If you fail to pay the monitoring fee, We shall be entitled to terminate the Contract, insofar as it relates to the Services and any Goods which have not been delivered to you, with immediate effect and You will no longer have access to the Emergency Service. If You are unable to pay because of financial or other difficulties, rebates may be available. Contact us if required.

5) Delivery of the goods you order from us

5.1 We aim to deliver the Goods to the address You provided on the Order Form within 14 working days of receipt of Your Order Form.

5.2 You will become the owner of the Goods when they have been delivered to your chosen delivery address. Once Goods have been delivered to You, they will be held at Your own risk and We will not be liable for their loss, normal wear and tear or destruction.

5.3 You will check Your Device upon delivery and will inform Us immediately should there be an error in the wording of Your Device.

6) Warranty for the goods

6.1 The warranty is effective from the date of despatch.

6.2 If the Goods have a defect within this period, we can choose to either replace or repair such Goods.

6.3 The warranty does not cover: repairs made by anyone other than our skilled jewellery team; products damaged from everyday wear and tear; tarnishing of silver; scratching of the disc, chain and attachments; damage resulting from misuse or accidental handling; lost/misplaced products; and changes in engraved information after engraved product is approved.

6.4 Your statutory rights are not affected by this guarantee.

7) Data protection

7.1 Details of Our approach to data security and personal data privacy are detailed in the Privacy Policy, which may be updated as and when required by Us.

7.2 Compliance with the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) ("GDPR"):

7.2.1 We comply with all eight principles of data protection as specified in The Protection Act 1998 and GDPR.

7.2.2 We only retain data for the purpose of providing the Service.

7.3 GDPR

- 8.3.1 For the purposes of GDPR we are the Data Controller

8) Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

9) Cancellation of orders and refunds

9.1 Once you have placed an order, you may terminate the Contract at any time but entitlement to any refund shall be considered post thorough review by our relationship officers. Contracts may be terminated via post, email or telephone.

9.2 For returns on non-personalised items, please contact our membership service department. Non-personalised items must be new, unworn and in original packaging.

You are responsible for all return postage. All refunds for non-personalised items will be processed within three to five weeks in the original method of payment.

10) Termination

10.1 We may immediately terminate this Contract by written notice if You:10.1 We may immediately terminate this Contract by written notice if You:

- **10.1.1** fail to make any payment when due; and/or
- **10.1.2** breach these terms and conditions or any other terms which form part of the Contract (and, if remediable, the breach has not been remedied within 14 days of receiving notice requiring it to be remedied), including, for the avoidance of doubt, if You provide any inaccurate Personal Information.
- **10.1.3** You may terminate this Contract on written notice to Us. We shall remove Personal Information from Our records provided that:(a) You request termination of this Contract in such form as We require from time to time;(b) The Member shall no longer wear and shall return and/or destroy all Devices; and(b) We shall have no liability to You and/or any third party resulting from Our removal of Personal Information at Your request. (c) You acknowledge that in the event of termination of this Contract, and in particular should you continue to wear the Device, We have no duty to you, as to the provision of the Emergency Service or the maintenance of your Personal Information.

10.2 Following termination of the Contract, we would advise that the Member should no longer wear the Device as this may cause confusion in the emergency. We would advise that it is destroyed or returned to us. For similar reasons, we would also recommend that no-one other than the Member should wear the bracelet.

10.3 If we fail to receive payment your record will enter a Lapsed Phase as we no longer have your consent to pass this information on. It will stay in this Lapsed Phase for a period of 6 months. Following this period your personal data will be removed and your record anonymised. You can request to remove your data at any time during the Lapsed Phase. For more information please read our Privacy Policy where you can see our full data retention policy.

10.4 When a Minor Member reaches the age of 18 years We will contact the Member and offer to enter into a new contract with them in their own capacity. Notwithstanding termination of the Contract in such circumstances, We will keep the Personal Information We have at the time on the Member until such time as the Member contacts Us.

11) Intellectual property and right to use

11.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the Goods and/or the Services, or in all or any material or content

supplied as part of the Website, shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

11.2 You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

12) Third party links

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

13) Notices

13.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

13.2 Any notice shall be deemed to have been received:

- **13.2.1** if delivered by hand, on signature of a delivery receipt; and
- **13.2.2** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14) Charitable Communications

By entering into this Contract to be a member of the Doctor Alert, you give your consent that Doctor Alert may send communications (emails or postal) regarding Doctor Alert's fundraising activities and charitable projects.

15) Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16) Governing Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

17) Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.