

Terms and Conditions: Keysafe service

The following pages outline the terms and conditions of sale and service for the Hertfordshire Independent Living Service (HILS) keysafe service.

If you have any questions, please email us at keysafes@hertsindependentliving.org or call us on 0330 2000 167.

TERMS AND CONDITIONS OF SERVICE

Hertfordshire Independent Living Service (HILS) only does business upon the following Conditions of Sale and all orders are accepted and executed on the understanding that these Conditions are incorporated into any Contract with a Customer to the exclusion of any conditions which the Customer seeks to impose unless otherwise agreed in writing and bearing the signature of the Chief Executive or the Head of Operations. HILS reserves the right to reject any order for products or services without prejudice.

1. Information about us

1.1 Hertfordshire Independent Living Service is the operating name of Hertfordshire Community Meals Limited, a registered society number IP30206R under the Co-operatives and Community Benefit Societies Act 2014, registered with the Financial Conduct Authority and as a charity with HMRC registration number XT37228.

1.2 Our registered address is: Unit 16, Green Lane One, Blackhorse Road, Letchworth, SG6 1HB.

2. Information about our keysafe service

2.1 HILS provides a keysafe service which includes the supply and fitting of keysafes, as well as maintenance visits.

2.2 Keysafes cannot be purchased from HILS without the fitting service, but HILS would be happy to recommend a reputable supplier (HILS takes no responsibility for the service provided by this, or any other, keysafe provider).

2.3 The keysafe models available, and the prices associated with the supply and fitting of these keysafes, are listed on our website at www.hertsindependentliving.org/keysafes. This information can also be obtained by calling our Support Team on 0330 2000 167.

3. Requesting an installation

3.1 Installation appointments can be requested either by calling our support team on 0330 2000 167 or via our website at www.hertsindependentliving.org/keysafes.

3.2 For appointments requested via our website, you will see a message displayed acknowledging that we have received your request for an appointment. Please note that this does not mean that your appointment has been booked, or your order has been accepted. Your request constitutes an offer to us to buy a Service. All appointment requests are subject to acceptance by us, and we will confirm such acceptance by telephoning or emailing you to confirm an appointment date and timeslot. The Contract between us will only be formed when the Customer pays the full cost (see section 4.7).

3.3 Your appointment date and timeslot will be confirmed to you via telephone and also by email (or by letter if you do not have access to email).

3.3.1 If this timeslot becomes inconvenient for either party, it can be rearranged, and the contract is still deemed to have commenced.

3.4 The Contract will relate only to those products and services which we have agreed to provide, and which we have confirmed provision of, within your appointment acceptance email or telephone call. We will not be obliged to supply any other products or services which have not been specified in your appointment acceptance email.

4. Prices and payment

4.1 The price of any Products and Services will be as quoted on our website at the time of purchase.

4.2 Prices on the website include VAT at the current rate.

4.3 All prices include the provision of any materials or fittings required to complete the installation (such as screws).

4.4 Prices are liable to change at any time, but changes will not affect installations which have already been accepted at the time of the change.

4.5 Our website contains a large amount of information about a range of services and it is always possible that, despite our best efforts, some of the Products or Services listed on our site may be incorrectly priced. We will normally verify prices as part of our appointment confirmation procedures. If the price of a Product or Service is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before continuing with the appointment booking process, or reject your request and notify you of such rejection.

4.6 We are under no obligation to provide the Product or Service to you at the incorrect (lower) price, even after we have sent you an appointment confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

4.7 Full payment is required from the Customer before the Contract is deemed to have commenced.

4.8 Payment can be made by debit or credit card over the phone, and a confirmation code will be provided to you when this has been taken. Payment can also be made by cheque, posted to the registered address outlined in section 1.2 above.

4.9 A Contract is not considered to have commenced, until payments have been authorised as valid, or cheques have been processed and cleared by HILS' bank.

5. Cancellations and returns

5.1 HILS' Keysafe service operates under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5.2 The Customer may therefore cancel this Contract at any time in the Cancellation Period without giving any reason, and without incurring liability, except under the following circumstances:

5.2.1 Where the customer has requested early supply of the service

5.3 The normal Cancellation Period begins when the Contract is entered into (when your full payment has been received) and ends at the end of 14 days after the day on which the Contract is entered into.

5.3.1 To cancel a Contract, you must inform us by telephone on 0330 2000 167 or by email at keysafes@hertsindependentliving.org

5.3.2 Cancellations of installation appointments must be notified to the Company 24 hours before the appointment is due to take place and appointments cancelled after this time will be chargeable as they will be deemed to have begun at that point.

5.4 If you wish for your keysafe to be supplied and fitted before the end of the Cancellation Period (i.e. you specifically request early supply of the service), HILS is happy to provide this service to you.

5.4.1 Please note that in order to provide you with early supply of the service within the normal Cancellation Period, HILS requires you to make an express request.

5.4.2 In this case, the Customer ceases to have a right to cancel the Contract if the service has been fully performed, and performance of the service began after an express request by the Customer, and with the Customer's acknowledgement that the Customer would lose this right once the contract had been fully performed.

5.5 Keysafes cannot be returned to HILS, once they have been installed, and the Contract is deemed to have been fulfilled once the installation appointment has been completed.

6. Defects and guarantee

6.1 Products supplied by HILS are guaranteed to be free from defects of material and workmanship for a period of 12 (twelve) months from the commencement of the Contract.

6.2 Claims for faulty materials or workmanship will not be accepted if modifications or repairs to the Product have been effected other than by the Company (HILS).

6.3 Faulty products should be notified to HILS immediately with a description of the fault. If the fault cannot be resolved by telephone, a HILS representative may need to visit the site where the keysafe has been installed, in order to determine whether the product is faulty.

6.4 If, upon examination of the Product by a HILS representative, it is deemed to be defective, HILS will replace the Product with another free of charge. Alternatively, HILS will remove the Product and issue a refund of any money received from you.

6.5 If, upon examination of the Product by a HILS representative, it is deemed to not be defective, the cost of HILS's visit will be chargeable (at the rate specified for a Maintenance Visit on the Company's website).

7. Risk

7.1 Risk shall pass to the Customer after installation, at which point, the Customer should consider insuring the keysafe against all risks, should this be required.

8. Retention of title

8.1 Title in any goods supplied by the Company shall not pass to the Customer until the Company has received payment in full for all such goods.

8.2 This does not affect your Statutory Rights.

9. Limitation of liability

9.1 We warrant to you that any Product purchased from us is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

9.2 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

9.3 This does not include or limit in any way our liability;

9.3.1 For death or personal injury caused by our negligence;

9.3.2 For fraud or fraudulent misrepresentation; or

9.3.3 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us.

9.5 We are not responsible for any incidents, losses, or damages that may occur as a result of having a keysafe installed.

9.6 It is the Customer's responsibility to notify their insurance provider and/or landlord of the installation of a keysafe.

10. Notices

10.1 All notices given by you to us must be given to HILS at: Unit 16, Green Lane One, Blackhorse Road, Letchworth, SG6 1HB, or to keysafes@hertsindependentliving.org.

10.2 We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and (in the case of an email) that such email was sent to the specified email address of the addressee.

11. Transfer of rights and obligations

11.1 The contract between you and us is binding on you and us and on our representative successors and assigns.

11.2 You may not transfer, assign, charge, or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.3 We may transfer, assign, charge, sub-contract, or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:

12.2.1 Strikes, lock-outs, or other industrial action.

12.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

12.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

12.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

12.2.5 Impossibility of the use of public or private telecommunications networks.

12.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

12.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

13. Waiver

13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Section 11 above.

14. Severability

14.1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. Entire agreement

15.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

15.2 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.

15.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.

15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. Our right to vary these terms and conditions

16.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities.

16.2. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we sent

you the Order Acknowledgement (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

17. Law and jurisdiction

17.1 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. Use of the Customer's personal information including keysafe code

18.1 For the purposes of the Data Protection Act 1998, HILS' designed Data Protection Officer is the Head of Business Development. The Data Controller (the holder, user, and processor) for the purposes of HILS' Keysafe Service is the Head of Operations. The Data Controller will keep all information safe and secure.

18.2 If the Customer would like to know more about what information is held about them, or the way that HILS uses the Customer's information, then the Customer can write to the Data Protection Officer at: Unit 16, Green Lane One, Blackhorse Road, Letchworth, SG6 1HB.

18.3 The Customer gives consent, by entering into a Contract with HILS, for HILS to securely:

18.3.1 Store their personal data in order to use it to deliver any services to the Customer; and

18.3.2 Store their chosen Keysafe code for the period of the warranty only, in order to facilitate maintenance, repair, or diagnosis of fault; and

18.3.3 Store their personal data in order to confirm payments have been made, and retain financial records relating to the Customer's transactions with HILS.

18.4 The Customer will choose their own Keysafe code, which will be retained by HILS for the purposes described above.

18.4.1 HILS will not give out this Keysafe code to any persons, including the Customer (as we cannot verify a caller's identity), or any third party.

18.5 The Customer is entitled to change their chosen Keysafe code at any time.

18.5.1 Should the Customer change their keysafe code without informing HILS, and forget their code, HILS cannot take responsibility for the Customer's inability to access the Keysafe.

18.5.2 After the end of the warranty period, HILS will delete all keysafe code information, as under the Data Protection Act 1998, HILS cannot retain information for which it has no need to store or process. Should the Customer change their keysafe code after the warranty period, and forget their code, HILS cannot take responsibility for the Customer's inability to access the keysafe.

18.5.3 HILS is able to perform maintenance visits after the period of the warranty (for the fee specified on HILS' website) but the Customer is responsible for ensuring that HILS can gain access to the keysafe, by providing their keysafe code to the HILS representative who attends the Customer's property.

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Please contact keysafes@hertsindependentliving.org with any questions.