

GEMACARE LIMITED

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TERMS & CONDITIONS - 2025

Policy Review - History:

Please be aware that a hard copy of this document may not be the latest available version, please contact us for the latest version which supersedes all previous versions.

Those to whom this policy applies are responsible for familiarising themselves periodically with the latest version and for complying with policy requirements at all times.

Effective from:	Replaces:	Originator:	Page X of Y
March 2023	Draft Version 2011		1 of 16
Management Team Approval:			
Union the Union & Unison Union Agreement:		N/A	
Ratification:		March 2023	

History or Most Recent Policy Changes – MUST BE COMPLETED		
Version:	Date:	Change:
●	February 2019	
●	March 2025	

The parties hereto agree that:

1. Alerting people in an emergency situation

The USER of the device understands that the device is used as a first-instance, alert system to help the wearer in an emergency, when under duress or when in need of help. It is designed and supplied to simply alert the USER'S chosen family member/s or friend/s, work colleagues, employers, carer/s or neighbour/s so they can quickly arrange someone to come to the USER'S aid. Use of the device does not guarantee that help or protection or that emergency help will arrive within a specific time frame.

2. Limitations of device: Mobile network coverage disclaimer

The USER understands the actual mobile alarm connection depends on where they are in relation to the available mobile network coverage. USERS should be aware we do not guarantee that coverage.

It is the users responsibility to ensure coverage is adequate in the areas they anticipate usage. Most cellular network providers provide coverage maps on their own respective websites and it is the users responsibility to check these for coverages before purchase. User must also accept that physical structures may block or inhibit coverage could include basements, lifts, underground car parks, concrete buildings, tunnels and trees. Geographic features which may block or inhibit coverage could include formations such as hills and mountains or even trees.

If the USER is relying on the device for possible emergencies it is the responsibility of them to test the device before using it and relying on it and then do regular tests. We do not guarantee that the device can connect to the mobile network at all times, or that a help SMS or help call will be received by every emergency contact at all times or within a short time frame.

3. Limitations of device: GPS Functions disclaimer

The USER understands that the GPS functions and the help SMS alarms the device sends out with a GPS location on Google Maps are limited to the common constraints of all GPS systems.

The device uses the built in GPS technology to fix the location of the device with an accuracy of 5 meters. In order for the GPS functions to work it requires a line-of-sight connection to satellites in the sky. For the device to receive the signal it needs to be pointed to the sky. It normally takes up to 10 minutes to receive it's first fix (TFFF) and work out the co-ordinates of it's exact location.

We cannot guarantee that the device knows the current GPS location at all times, i.e. When the help button is activated or a 'loc' request is sent to it via SMS.

Underground car parks, lifts, concrete buildings, tunnels and other constructions can block the signal from satellites to the pendant. It is possible that if a wearer of the pendant is in a location where there is no GPS signal that there may also be no mobile signal meaning the functions of the device will not operate till the wearer moves to an unobstructed location.

If the device is unable to locate any GPS satellite signals (Such as inside a building or carpark – anywhere with no line of sight to the sky), it will use GSM & Wifi signals to give a 'relative' location instead.

4. Limitation of prepaid credit being available

SIM card is included in the purchase price. The USER understands that the device requires a SIM card, specific to the frequency of the dual band alarm device supplied, installed that

requires an amount of either pre-paid or on account credit to be available for it to perform its SMS alarm functions, GPS location functions, voice call functions and SMS reply and command functions. It is the responsibility of the USER to regularly check that there is enough credit for functioning. We take no responsibility for its network coverage capability, checking or recharging of credit at any time.

5. Limitation of liability

The parties agree that the device is not designed or guaranteed to prevent any loss or injury. The Company will not guarantee in any way that the device will prevent accidents, death or personal injury to the USER or others, property damage, illegal entry or undue delay in any emergency service response from occurring and is not liable in any manner for any loss or damage resulting there from. The Company is not responsible or liable for any injury, loss or damage caused by persons responding, failing to respond, or failing to respond promptly to USER'S home or other location. The Company is not responsible or liable for any injury, loss or damage caused in whole or in part by damage to the device while in your possession, improper installation, unreasonable use or abuse of the device, failure to provide proper maintenance or to follow the written instructions provided or failure to regularly test the device.

6. Return/Refund policy

The publishes its return/refund policy on this website and the USER agrees that this policy was available at the time of purchase.

7. Delivery of these terms and conditions

The USER acknowledges that these terms and conditions and incorporated documents were made available to the USER online via this website and were delivered to the USER'S address by Tracked Post/courier along with the device, its packaging and printed instructions for the installation and use of the device.

8. Conflicting documents

Should there arise any conflict between this agreement and USER'S purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement.

9. Full agreement / Severability

This agreement constitutes the full understanding of the parties and may not be amended, modified or cancelled, except in writing signed by both parties. The USER acknowledges and represents that the USER has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

10. Legal action

The USER submits to the jurisdiction and laws of The Isle of Man and agrees that any litigation or arbitration between the parties must be commenced and maintained in The Isle of Man. Service of process or papers in any legal proceeding or arbitration between the parties may be made by Registered Mail, addressed to the party's business address in this agreement or another address provided by the party in writing to the party making service.

11. Late Payment Fee

If you have not paid your bill within 30 calendar days of due date, you will see the following late payment fees on your invoice, for:

Late Payment Fee £20 A Late Payment fee will be charged every 30 Calendar Days until invoice has been fully paid.

If you have not paid your Invoice within 60 days of due date, your contract will be cancelled without any further communication.

How to avoid late payment fees?

Pay your Invoice by Direct Debit from your bank account or credit card. Credit Card payment Links and Bank Account Details are on your invoice.

12. Governing law

This Agreement shall be governed by the laws of the Isle of Man.

13. Changes to T&C's

We may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service and this Site following any such modification constitutes your acceptance of these modified Terms.