



# Safe and Found Ltd (trading as Safe and Found Online SAFO)

## Terms & Conditions

Update:: March 2023

Welcome to The SAFO terms and conditions for use. Please read these terms and conditions carefully. These terms and conditions ('terms and conditions') apply to the use of our service, our products, this website and your SAFO account. By accessing this website, registering for a SAFO 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:

- use our service or
- purchase our products or services
- access or change your data through our website
- Utilise our knowledge base
- And you indemnify us for any loss or damage you may suffer as a result of you breaching any of your obligations under these terms and conditions

SAFO has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of the Terms and Conditions, in whole or in part, at any time. Changes will be effective when notice of such change is posted at this Website. Please check the Terms and Conditions frequently for updates by checking the date of "Update" at the top of this document. If any term, condition or any change thereto is not acceptable to you, you must discontinue your Use of this Website or our Service immediately. Your continued Use of this Website after any such changes are posted will constitute acceptance of those changes.

Safe and Found Ltd (SAFO) are not a search and recovery service, we only hold your details and release them to the emergency services at your request. Your safe recovery is not guaranteed and it is the sole responsibility of the emergency services and within their powers. By signing these terms and conditions you acknowledge this fact.

If you have any questions relating to these terms and conditions, please contact our Service Team by e-mail on [info@safeandfoundonline.co.uk](mailto:info@safeandfoundonline.co.uk).

## 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;

**“Disc”** 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 to the police, ambulance or fire brigade to give access via a 999 call, every day of the year, through which people (typically emergency 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

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

**“Member”** means the person identified on the Order Form applying for membership of SAFO;

**“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;

**“Record Number”** means the unique identification number 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; Your activity tracker; and any other such data that may be utilised as supplied by you by the emergency services

**“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 service number 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 safe and Found Limited (registered Company No. 814000 registered in England & Wales) whose registered office is Suite Epsom House 82 Dunster Road Birmingham B37 &UW

**"Website"** means [www.safeandfoundonline.co.uk](http://www.safeandfoundonline.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; or
- an Authorised Representative of the Vulnerable Member.

## **1) Your order**

1.1 When You apply to Us for membership, a Registration 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 Registration Form (online) 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 Registration Form and the Privacy Policy.

1.3 If Register over the telephone, You will receive an email from Us confirming Your Registration 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:

1.4.1 accept any Order from You or

1.4.2 make an Offer to You.

## **2) The service we provide to our members**

2.1 If missing any person who calls 999 and who is related or a guardian of yourself (and yourself) will give the emergency services your SAFO registered membership number. By means of an electronic request from the emergency services call centre and by use of two factor authentication, your records and details will be released to the emergency services. We will verify the information request and confirm the callers identity to Our satisfaction. We may also from time to time check and request from the emergency professionals, who may enquire if someone is a member, by asking them to provide a subset of information (which could include name, date of birth and a postcode) but this is a random check only.

2.2 We will release Personal Information about the Member as We deem appropriate to assist with medical treatment or render other support from other agencies as advised by the emergency services.

2.3 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:

3.2.1 you and/or

3.2.2 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 an emergency professional in the event of an emergency and You acknowledge that

We and any 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 and will hinder any or all of the attempt to help locate you.

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

**3.8** The Member by supplying this information to us and by giving access to this information to the emergency services, is not automatically or guaranteed to be recovered safely or at all. The information is designed to supplement any search and rescue effort by the emergency services and to provide background information on the member to the emergency services. It does not guarantee or offer success in recovering the member and SAFO do not accept any liability for a failed recovery attempt by the emergency services or any other agencies or people involved, The Member acknowledges this and assumes all risks in this regard.

**3.9** 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 and the above in **3.8** still applies .

**3.10** If You designate an Advocate, We will assume that You have given Your consent to such person to act on Your behalf and to contact the 999 services to allow access to your records.

**3.11** 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. Your details will never be supplied to third party (other than the emergency services or clinicians) or any marketing information services.

#### **4) Price and payment**

**4.1** The price for the Goods (including delivery charges and VAT) and the annual membership fee for the Services will be as set out on the Order Form. The membership fee for the Services will be payable monthly from the date on which the Contract was first entered into (paid in whole for the first month) even if the time of joining is part way through the month. We shall be entitled to increase the annual membership fee for the Services at any time by giving you notice of such increase at least 3 months prior to the increase.

**4.2** The annual membership fee shall be paid by Direct Debit.

**4.3** You will need to make the payment for the Goods and the Services in pounds sterling at the time You complete the online Order Form to Us,

**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 annual membership fee providing they provide a billing address and contact details.

**4.6** If You fail to pay the annual membership 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, sponsorship may be available. Contact us if required.

## **5) Delivery of any goods you order from us**

**5.1** We aim to dispatch the Goods to the address You provided on the Order Form within 10 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 order upon delivery and will inform Us immediately should there be an error.

## **6) Warranty for the goods**

**6.1** We guarantee that the Goods will be free from any material defects (including errors caused by us) for:

- 3 months for all beaded products

- 6 months for Sports Bands, Activity Bands, Wristband Tags and Bracelets
- 6 months for all other Items

6.2 The warranty is effective from the date of despatch.

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

6.4 The warranty does not cover: repairs made by anyone other than our suppliers; products damaged from everyday wear and tear; tarnishing scratching, damaged chain and attachments; damage resulting from misuse or accidental handling; lost/misplaced products;

6.5 Your statutory rights are not affected by this guarantee.

## **7) Our liability to you**

7.1 Nothing in these terms and conditions shall limit or exclude Our liability for:

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

7.2 Our total liability to You in respect of the Services, whether arising in contract, tort (including negligence), breach of statutory duty and/or breach of common law and/or any other legal basis shall not exceed the amount paid by You to Us under this Contract.

7.3 We shall not have any liability to You and/or any third party as a result of the provision of any incorrect Personal Information given to Us by you or your representatives; any failure by You to notify Us of any changes in the Personal Information and/or Your failure to use the tracker if provided; any failure by a clinical or emergency services professional.

**7.3.2 Or any liability** If we or the emergency services are provided with the wrong membership number or if any of your personal detail are incorrect.

7.4 The emergency services will be responsible for your recovery, and you acknowledge that we are not liable for any failure to locate and recover you.

## **8) Data protection**



8.1 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.

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

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

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

8.3 For the purposes of GDPR we are the Data Controller.

## **9) 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.

## **10) Cancellation of orders and refunds**

10.1 You are responsible for ensuring that Your product is ordered in the correctly and that we rely on your details only as provided by you.

10.2 Once You have placed an order, You may terminate the Contract with two months notice, but will not be entitled to any refund. Contracts may be terminated via post, email or telephone.

## **11) Termination**

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

11.1.1 fail to make any payment when due; and/or

11.1.2 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.

11.2 You may terminate this Contract on 3 months electronic/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) We shall have no liability to You and/or any third party resulting from Our removal

of Personal Information at Your request; We will have no duty to You, as to the provision of the Emergency Service or the maintenance of your Personal Information.

**11.4** 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 3 months. 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.

**11.5** 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.

## **12) Intellectual property and right to use**

**12.1** 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 not permitted to use this material.

**12.2** 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.

## **13) 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.

## **14) Notices**

**14.1** 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);

**14.2** Any notice shall be deemed to have been received:

**14.2.1** if delivered by hand, on signature of a delivery receipt; and

**14.2.2** 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.

**14.3** 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.

## **15) Indemnity**

You agree to indemnify us and our affiliates, related bodies corporate, officers, directors, employees, agents, and service providers at your expense, against any claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution expenses) incurred by us arising out of or relating to your

(a) Any breach of any term of this Agreement or any policy or guidelines referred to in it,

or

(b) use or misuse of the GPS location tracking Service or Software.

## **16) Safeguarding**

In line with Charity Commission guidance, SAFO has a Safeguarding Policy in place to protect our members and staff.

## **17) Charitable Communications**

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

### **18) 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.

### **19) 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.

### **20) 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.