

TERMS and CONDITIONS FOR REGISTRATION & OPERATION of the SCHEME

These terms and conditions are designed to guide the operation of the Scheme, to safeguard public funds and to ensure that public funds are properly applied.

The funder of the Scheme is The Department of Rural and Community Development. Pobal have been appointed by the Department to manage the Seniors Alert Scheme (SAS). The beneficiaries of the Scheme are the Organisation (as described in the registration form) registered to deliver the Scheme. The funding is the Administration Fee per approved Participant application. The Scheme is the Seniors Alert Scheme. The Participant is the senior (older person) who will use the Equipment. The Equipment is the security equipment funded by the Scheme to be installed in the Participants place of residence.

Key Terms

Organisations registered to deliver the Scheme must establish and maintain good record keeping, accounting and reporting structures. Additionally, Organisations must maintain regular and good quality contact with the older persons that may be supported by the Scheme.

The Organisation must confirm, by signing the declaration below, that they understand and will comply fully with these terms and conditions.

FINANCIAL MANAGEMENT

1. Funding provided under the Scheme shall be used only for the purpose of operating the Scheme.
2. Any funding awarded is a contribution towards the administration cost of service delivery.
3. Applications should not be made for Equipment already installed and no costs should be incurred without prior approval of Pobal.
4. Organisations will only engage with the supplier as notified by Pobal for ordering Equipment upon approval from Pobal. Orders cannot be placed through the Scheme with any suppliers other than those set down by Pobal through the National Framework Agreement.
5. Monitoring and related service charges must be outlined to the Participant but no one supplier should be highlighted more than the other. The Organisation is aware of the constraints in choice for GSM base unit monitoring and will do its best to support the participant in securing a monitoring service provider. It is important to note that funding will not be provided to meet such costs after the first 12 months.
6. The Organisation shall maintain a bank account in its own name or title. This account shall be capable of receiving electronic funds transfer from Pobal; payment of funding awarded to the Organisation will be paid only to this account.
7. The Organisation shall provide Pobal with copies of the bank statements upon request.
8. The Organisation shall be subject to inspection and verification by Pobal or its agents and shall allow access to appropriate records as is necessary for that purpose.

OWNERSHIP of EQUIPMENT

9. All Equipment purchased pursuant to the Scheme shall be owned by the Organisation.
10. The Organisation is responsible for seeking and obtaining the return of Equipment when it is no longer required by the older person to whom it is assigned and for re-assignment of the Equipment to other eligible persons in the Organisation's area in accordance with the scheme criteria.
11. Equipment held by the Organisation under the Scheme shall not be given or loaned to another community group unless prior approval has been received from Pobal. The Equipment is for the sole use of the Organisation and for persons deemed eligible to receive support from the Scheme. The Organisation will not subcontract the operation of any function forming part of

the Scheme (or any part of it) or alienate, assign or dispose of any asset forming part of the Scheme without prior approval from Pobal.

THE APPLICATION/ASSESSMENT

12. Applications for funding will be given due consideration and decisions will be based on the information provided on the application forms.
13. Whereas Participants may be referred to the Organisation by public health nurses, doctors, occupational therapists, Gardaí, and public representatives etc., it is the sole responsibility of the Organisation to determine the Participants eligibility for support from the Scheme and ensure the assessment and application form is completed as appropriate.
14. Representatives of the Organisation may visit the Participant in his/her home when assessing the eligibility for support under the Scheme.
15. The Organisation shall explain the following to the Participant during the assessment:
 - a. How the Scheme operates;
 - b. The use and benefit of the Equipment, and that its operation will be explained by the installer;
 - c. That all funded Equipment is the property of the Organisation and shall be returned to the Organisation when it is no longer required by the Participant;
 - d. That associated monitoring and service charges must be paid by the Participant after the first 12 months.
 - e. Outline the monitoring/service costs.
16. The Organisation shall ensure that all Equipment funded is installed as soon as possible but within six (6) weeks of receipt of approval from Pobal, subject to agreement with all parties. The organisation shall notify Pobal of any failures or delays on part of the Equipment supplier in meeting their contractual obligations.

INDEMNITY

17. Pobal and the Department of Rural and Community Development (and their respective employees, representatives and agents) shall not be liable for:
 - a. any indirect, special or consequential loss or damage or any nature whatsoever or
 - b. economic loss or damage; or
 - c. loss or damage of any nature whatsoever suffered by third parties arising directly or indirectly associated with the Equipment or the Scheme

GENERAL

18. The Organisation agrees to manage all aspects of the Scheme in a manner consistent with the aims and objectives of the Scheme.
19. The Organisation accepts that it is their responsibility to update Pobal via the online system or by other means of changes in their contact details, areas of coverage etc.
20. The Organisation shall comply at all times with all applicable laws in the jurisdiction of Ireland including without limitation all legal and regulatory requirements applicable to the Scheme and its operation.
21. Nothing in this Agreement shall constitute a partnership, joint venture or establish a relationship of agency between the parties. Neither Pobal nor the Department of Rural and Community Development shall be, or be deemed to be, an employer of the Organisation or of any beneficiaries or employees of the Organisation and the Organisation does not have the authority to enter into any obligation on behalf of Pobal or the Department of Rural and Community Development or to bind either of them in any way.
22. The Organisation acknowledges that the assistance, support and advice provided by Pobal is not to be regarded as a substitute for professional advice and that Pobal accepts no responsibility, and the Organisation agrees that Pobal has no liability, for any actions taken or omitted as a consequence, direct or indirect, of the assistance, support or advice offered or provided.

23. The Organisation shall pay all legal and other costs, charges and expenses incurred by Pobal in enforcing or compliance by the Organisation with its obligations hereunder.
24. The Organisation agrees to advertise the Scheme in their area of operations and to keep the Gardaí and other relevant service providers to older people aware of how to access support from the Scheme.
25. The Organisation will submit applications on the basis of an identified need in its area of operation and shall not knowingly permit itself to be used for the purposes of processing applications on behalf of a third party, whether this party is another community group, equipment supplier, monitoring service provider or other.
26. The Organisation will accept all enquiries and consider applications for assistance in its area of operations and will manage the Scheme for the benefit of all eligible older persons living in its area of operations. The Organisation will not operate the Scheme to the exclusion of any eligible older person residing in the Organisation's area of operation.
27. The Organisation shall continue to operate and manage the Scheme, including maintaining contact with older persons they deem necessary for a period of at least five (5) years from the end of the year in which the funding is administered.
28. Failure to comply with any of the above terms and conditions may result in the indefinite revocation of the Organisation's registration and suspension of further payments to the Organisation under the Scheme, and should it be deemed necessary, the repayment of any funding received from Pobal.
29. The Organisation agrees to the publication of its contact details in whatever form, either physical or electronic, from time to time determined by Pobal and agrees to respond to requests resulting from such publication.
30. The Organisation accepts that the amount of funding paid by Pobal will be published.
31. Information provided to Pobal may be included on the geographical information system used by Pobal (Pobal Maps), on Pobal's website or publications.
32. The Organisation accepts that information obtained or compiled by Pobal in respect of the operation of the Scheme may be made available, on request, under the Freedom of Information Acts.
33. The Organisation will ensure that its obligations under the **Data Protection Acts** and any other statutory provisions (including the **General Data Protection Regulation**) in respect of the protection, storage and release of data are implemented in full in respect of the services provided under this agreement. The Organisation will ensure that all personal data relating to any parties concerned with these services will be stored in a secure manner. The Organisation should notify Pobal and/or the Department of any instances of Data Breach.
34. The Organisation has considered the requirement of the Garda Vetting legislation and has taken the necessary steps in this regard to ensure it meets the requirement and obligations as outlined in the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012-2016.
35. The Organisation has considered and will comply at all times with other applicable legislation and guidelines including Children First Requirements.
36. Decisions of Pobal and/or the Department of Rural and Community Development are final.

EVENTS OF DEFAULT

37. Each of the events contained in this condition shall be an **Event of Default**:
 - a. The Organisation commits any breach of this Agreement;
 - b. An order is made or an effective resolution is passed for the dissolution or winding up of the Organisation or a liquidator, receiver, examiner, or administrator is appointed to or over the whole or any part of the assets of the Organisation;
 - c. The Organisation fails, refuses, or neglects to operate the

Scheme to a satisfactory standard or to demonstrate satisfactory on-going progress in relation to the operation or delivery of its obligations pursuant to the Scheme and this Agreement (to be determined at the sole discretion of Pobal);

- d. The Organisation fails, refuses or neglects to comply within a reasonable time with any recommendation or report arising from any verification process;
- e. Any verification process carried out in respect of the Scheme or pursuant to the provisions of this Agreement that results in a finding of any fraud or other irregularity (to be determined at the sole discretion of Pobal or the other entity carrying out a verification process on behalf of Pobal).

REVIEW OF DECISIONS

38. The Organisation may seek a review of any decision made by Pobal in respect of registration, re-registration, award of funding, verification process or inspection findings or related matters by setting out a request in writing.

DECLARATION

We, the Organisation named in this document, hereby submit a request to Pobal to be included on the Register of Local Organisations authorised to operate the Seniors Alert Scheme.

We declare that we will administer the Scheme in accordance with the Scheme guidelines and the Terms and Conditions above.

We declare that we understand the undertakings set out in the Scheme guidelines and that the information that is given in the registration form is accurate and complete to the best of our knowledge.

We declare that the information provided in this registration form is a true and accurate reflection of the status and details of the Organisation.

We understand that the information provided in this registration form may be shared with other Government Department's/public authorities and An Garda Síochána.

We have been authorised to act on behalf of

 (*Name of Organisation*), to apply for the Organisation's inclusion on the Register of Organisations and to have the Organisation's contact details published accordingly.

 Chairperson

 PRINT NAME

 Authorised Member

 PRINT NAME

Date _____ / _____ / _____

Please retain a copy of your Seniors Alert Scheme registration form and signed terms and conditions, with the Board Minutes authorising the registration.

If you require further information you should contact the Pobal Helpdesk on
 Tel.: (01) 5117 222, Email: onlinesupport@pobal.ie