Master Membership Terms

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How this document works

These Master Membership Terms form part of the Agreement between JGL and the Homeowner. They must be read with the signed Membership Schedule and Acceptance, the applicable Plan Specification, any accepted quotation and the policies expressly incorporated by reference.

Important service notice

JGL HomeCare is a property support service. It is not a medical, nursing, domiciliary care, personal care, social care or emergency response service for people. It is also not a substitute for professional surveys, specialist inspections, insurance or the emergency services.

JGL Operations Limited

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1 The parties and status of these terms

1.1 These Master Membership Terms are issued by JGL Operations Limited, trading as JGL HomeCare and, where applicable, Club JGL, a company registered in England and Wales under company number 07055628, whose registered office is at 10 Henry Street, Lytham St Annes, Lancashire, FY8 5LE (“JGL”, “we”, “us” or “our”).

1.2 The agreement is made between JGL and the person or persons identified as the Homeowner in the Membership Schedule and Acceptance (“the Homeowner”, “you” or “your”).

1.3 Where the Property is jointly owned, every owner who signs or otherwise accepts the Membership Schedule and Acceptance will be jointly and individually responsible for complying with the Agreement.

1.4 These Master Membership Terms, the Membership Schedule and Acceptance, the applicable Plan Specification, any accepted quotation and the policies expressly incorporated by reference together form the agreement between you and JGL (“the Agreement”).

2 Purpose of this agreement

2.1 By signing or otherwise accepting the Membership Schedule and Acceptance, you appoint JGL to provide the homeowner membership, property access, property visit and maintenance coordination services described in the Membership Schedule and the applicable Plan Specification.

2.2 JGL HomeCare is intended to provide practical assistance and reassurance to homeowners through services which may include:

a. secure custody and controlled use of property keys;

b. arranging authorised access to the Property;

c. scheduled or requested property visits;

d. visual property observations and Home Health Checks;

e. reporting apparent maintenance concerns;

f. receiving or coordinating maintenance requests;

g. introducing, instructing or providing access to contractors;

h. assisting following certain urgent incidents;

i. refuse bin, delivery, meter-reading or other agreed support; and

j. maintaining a digital or written record of visits, observations and works.

2.3 The precise services included in your membership are set out in the applicable Plan Specification and any accepted quotation. A service is not included merely because it appears in JGL's general advertising, website or promotional material.

2.4 JGL HomeCare is a property support service. It is not a medical, nursing, domiciliary care, personal care, social care or emergency response service for people.

3 Important service limitations

3.1 Unless expressly stated in the Membership Schedule, the service is not:

a. a building survey;

b. a structural survey;

c. a valuation;

d. a fire risk assessment;

e. an electrical, gas, drainage, asbestos or environmental inspection;

f. a security patrol or continuously monitored security service;

g. an alarm receiving centre or guaranteed alarm-response service;

h. a guarantee that the Property is secure, safe, compliant or free from defects;

i. a substitute for buildings, contents, public liability, unoccupied property or other insurance;

j. a guarantee that damage, deterioration, theft, unlawful entry, water escape, fire or other loss will be prevented; or

k. a guarantee that any defect will be identified during a visit.

3.2 JGL does not continuously occupy, watch or monitor the Property.

3.3 Visits are limited to the areas that can be accessed safely and without moving furniture, lifting floor coverings, opening up the structure, using specialist equipment or carrying out destructive investigation.

3.4 Our staff may use ordinary observational equipment such as a camera, torch or moisture meter. Any readings are indicative observations only and are not professional diagnoses.

3.5 Apparent defects can be concealed, intermittent or outside the scope of a visit. JGL will not be responsible for a defect that could not reasonably have been identified during the agreed service.

3.6 By agreement, JGL may undertake property visits and factual reporting for insurance purposes and facilitate access for an insurer or its appointed inspector. The agreed scope and any additional charges will be recorded in the Membership Schedule or an accepted quotation.

4 Definitions

In this agreement:

Authorised Person means a person whom you have authorised to communicate with JGL or access the Property.

Contractor means a tradesperson, supplier, engineer, locksmith, cleaner or other third party engaged in connection with the Property.

Emergency means an incident involving an immediate risk to life, serious injury or significant damage to the Property, such as a serious escape of water, fire, suspected gas escape or major structural incident.

Emergency Contact means the person identified in the Membership Schedule whom JGL may contact if we cannot reach you.

Home Health Check means a visual and non-invasive review of the accessible parts of the Property using the JGL checklist applicable at the time.

Membership Fee means the recurring fee stated in the Membership Schedule.

Membership Schedule means the Membership Schedule and Acceptance issued for the Property and signed or otherwise accepted by you, setting out the Property, selected Membership Plan, Membership Fee, Membership Commencement Date and other contractual particulars relating to the Membership.

Master Membership Terms means this document, as identified by its version number and effective date.

Plan Specification means the document describing the services, entitlements, exclusions and operational arrangements applying to the selected membership plan.

Property means the residential property identified in the Membership Schedule, including any agreed garage, garden, outbuilding or external area.

Property Visit means a visit undertaken for an agreed purpose. A Property Visit is not a survey unless JGL expressly agrees otherwise in writing.

Service Request means an instruction or request submitted to JGL through an accepted telephone number, email address, portal, form or other approved communication method.

Working Day means Monday to Friday, excluding public holidays in England.

5 Your appointment of JGL

5.1 You appoint JGL to provide the services described in the Membership Schedule.

5.2 You authorise JGL, to the extent reasonably necessary to provide those services, to:

a. enter the Property using the keys or access information provided;

b. allow access to an Authorised Person or Contractor where you have approved that access;

c. photograph relevant areas of the Property;

d. record observations made during a visit;

e. communicate with Contractors and suppliers;

f. request estimates and availability;

g. arrange attendance within your approved authority; and

h. take reasonable action in an Emergency as described in this agreement.

5.3 JGL’s authority is limited to the services and financial limits stated in this agreement and the Membership Schedule.

5.4 JGL may not, unless separately authorised in writing:

a. sell, let or dispose of the Property;

b. grant a tenancy, licence or right of occupation;

c. sign a deed or legal instrument on your behalf;

d. borrow money or enter into credit arrangements for you;

e. alter an insurance policy;

f. admit legal liability on your behalf;

g. accept service of legal proceedings for you;

h. dispose of your belongings;

i. instruct substantial improvement works; or

j. enter into a contract exceeding your authorised spending limit.

5.5 This agreement does not create a landlord and tenant relationship, employment relationship, partnership or joint venture between you and JGL.

6 Your authority and ownership of the Property

6.1 You confirm that you are:

a. the legal owner of the Property;

b. acting with the authority of every other legal owner; or

c. otherwise legally entitled to enter into this agreement and authorise access.

6.2 Where the Property is jointly owned, you must ensure that all owners consent to JGL holding and using the keys.

6.3 You must tell us immediately if:

a. ownership of the Property changes;

b. the Property is sold or transferred;

c. a mortgage lender, insurer, freeholder, management company or other party restricts access;

d. a dispute arises concerning ownership or occupation;

e. your authority to instruct JGL changes; or

f. another person seeks to prevent JGL entering the Property.

6.4 JGL may suspend access where there is an ownership, occupancy or authority dispute until satisfactory evidence has been provided.

7 Occupiers visitors and other users of the Property

7.1 You must ensure that all occupiers and regular users of the Property are informed that:

a. JGL holds or may use keys to the Property;

b. JGL may attend in accordance with this agreement;

c. JGL may take photographs and maintain visit records; and

d. Contractors may be given authorised access.

7.2 Unless there is an Emergency, JGL will not knowingly enter while the Property is occupied without reasonable notice or the occupier’s agreement.

7.3 You must tell us about:

a. permanent or temporary occupiers;

b. guests staying for an extended period;

c. domestic staff;

d. tenants, licensees or lodgers;

e. vulnerable occupants;

f. pets at the Property; and

g. any person who must not be allowed access.

7.4 You remain responsible for obtaining any consent required from an occupier.

7.5 JGL is not responsible for supervising children, vulnerable adults, visitors, tradespeople, domestic staff or animals.

8 Keys access devices and access information

8.1 You will provide the number and type of keys, fobs, cards, codes or other access devices reasonably required to provide the service.

8.2 JGL will record keys and access devices in a controlled key register.

8.3 Wherever reasonably practicable, keys will be identified by a coded reference rather than the full Property address.

8.4 Access to keys and access information will be restricted to authorised JGL personnel and authorised Contractors where necessary.

8.5 JGL may refuse to accept a key that:

a. is damaged or unreliable;

b. cannot be clearly identified;

c. requires excessive force to operate;

d. is the only available key and cannot be tested;

e. appears to have been unlawfully copied; or

f. relates to a lock or access system that JGL cannot safely operate.

8.6 You must notify JGL promptly if:

a. locks are changed;

b. alarm or entry codes change;

c. an access device is cancelled;

d. a key is lost;

e. another person obtains unauthorised access; or

f. access instructions become inaccurate.

8.7 JGL will not copy a key without your authority, except where a locksmith must reasonably replace or copy a key as part of authorised or Emergency work.

8.8 Where a key or access device is lost or damaged as a direct result of JGL’s failure to exercise reasonable care, JGL will meet the reasonable cost of replacing that key or access device and, where reasonably necessary, the affected lock.

8.9 JGL will not ordinarily pay for replacing an entire locking system where a more proportionate and secure remedy is available.

8.10 Alarm codes and other sensitive access information may be held separately from the corresponding key reference.

8.11 Holding an alarm code does not make JGL responsible for monitoring, resetting or responding to an alarm unless this is expressly included in the Membership Schedule and is lawfully provided.

9 Regulatory requirements relating to keys and security activity

9.1 JGL will only provide an activity requiring a statutory licence, authorisation or approval through an appropriately authorised person or provider.

9.2 Unless expressly included in the Membership Schedule, JGL does not provide:

a. security guarding;

b. security patrols;

c. intruder alarm monitoring;

d. guaranteed alarm attendance;

e. guarding against unlawful entry; or

f. any other regulated private security service.

9.3 JGL may suspend or amend any service if we reasonably believe that providing it would breach licensing or regulatory requirements.

9.4 Where a material service must be suspended for regulatory reasons, JGL will discuss an appropriate alternative, reduction or pro-rata refund with you.

10 Property information

10.1 You must provide accurate and complete information about the Property, including where applicable:

a. the location of stop taps and isolation switches;

b. boiler and heating controls;

c. alarm and access instructions;

d. utility suppliers;

e. known defects;

f. hazardous materials;

g. areas containing asbestos or suspected asbestos;

h. unsafe structures, floors, stairs, roofs or outbuildings;

i. ponds, pools or water features;

j. firearms, weapons or dangerous items lawfully kept at the Property;

k. pets or animals;

l. CCTV and recording equipment;

m. restricted areas;

n. leasehold or estate rules;

o. parking restrictions; and

p. insurance requirements applying during periods of absence.

10.2 JGL is entitled to rely on the information you provide.

10.3 You must update the information whenever it changes.

10.4 JGL is not responsible for loss caused by materially inaccurate, incomplete or out-of-date information supplied by you or an Authorised Person.

11 Homeowner responsibilities

11.1 You remain responsible for the ownership, condition, safety, security, repair and legal compliance of the Property.

11.2 You must:

a. maintain suitable buildings and contents insurance;

b. notify your insurer when the Property is left unoccupied where required;

c. comply with the insurer’s inspection, heating, draining-down, alarm and security conditions;

d. maintain locks, alarms, detectors, heating systems, electrical installations, gas appliances and other systems;

e. keep the Property reasonably safe for JGL personnel and Contractors;

f. notify JGL of known hazards;

g. ensure access routes are reasonably clear;

h. secure animals where necessary;

i. provide working keys and accurate codes;

j. maintain sufficient funds to pay Contractors and other charges;

k. obtain any freeholder, lender, insurer or management company consent; and

l. respond promptly where JGL requests a decision.

11.3 Membership does not transfer responsibility for maintaining the Property from you to JGL.

12 Service requests

12.1 Service Requests must be submitted through a JGL-approved communication channel.

12.2 JGL may request confirmation in writing before acting on an instruction involving:

a. expenditure;

b. access by another person;

c. release of keys;

d. disposal or movement of belongings;

e. potentially hazardous work;

f. material changes to the Property; or

g. sensitive personal information.

12.3 JGL may rely on an instruction that reasonably appears to have been sent by you or an Authorised Person.

12.4 You must immediately report any suspected unauthorised access to your email account, portal or telephone.

12.5 General messages, social media comments and messages to individual members of staff are not guaranteed to be treated as Service Requests.

13 Response times and availability

13.1 JGL will use reasonable care to respond within the service times stated in the Membership Schedule.

13.2 A response time is not a guaranteed arrival time unless JGL expressly confirms otherwise in writing.

13.3 Attendance may be affected by:

a. staff availability;

b. traffic;

c. severe weather;

d. road closures;

e. public emergencies;

f. availability of Contractors;

g. unsafe conditions;

h. access difficulties; or

i. events outside JGL's reasonable control.

13.4 Unless the Membership Schedule expressly provides otherwise, the standard service operates during JGL's published business hours.

13.5 Out-of-hours communication or attendance may be subject to:

a. the selected membership plan;

b. staff or Contractor availability;

c. an additional call-out charge; and

d. the nature and urgency of the request.

13.6 JGL is not a substitute for the emergency services. Where there is an immediate danger to life or safety, you or the person discovering the incident must contact the appropriate emergency service.

14 Scheduled Property Visits

14.1 Where scheduled visits are included, the anticipated frequency will be stated in the Membership Schedule.

14.2 Visit dates may be adjusted where reasonably necessary.

14.3 Unless expressly agreed, a scheduled visit does not require JGL to inspect every room or item at the Property.

14.4 A routine visit may include visual observations of agreed accessible areas and confirmation of matters such as:

a. apparent signs of water escape;

b. apparent storm or weather damage;

c. obvious signs of forced access;

d. visible damp or mould;

e. heating status;

f. obvious internal damage;

g. obvious external maintenance concerns;

h. post accumulation;

i. alarm warnings; and

j. other items included in the applicable checklist.

14.5 JGL may take date-stamped photographs to support the visit record.

14.6 The visit report records observations made at the time of attendance. It is not a warranty of the Property's condition before or after the visit.

14.7 Where access cannot be obtained because of an incorrect key, changed lock, active alarm, unsafe condition, occupier refusal or other matter outside JGL's control, the visit may be recorded as attempted and may still count as an included or chargeable visit.

15 Home Health Checks

15.1 A Home Health Check is a structured, visual and non-invasive review.

15.2 It does not constitute professional advice from a chartered surveyor, structural engineer, electrician, gas engineer, fire risk assessor, drainage specialist or other technical professional.

15.3 The report may classify observations using descriptions such as:

a. Good;

b. Fair;

c. Requires Attention; or

d. Not Inspected.

15.4 These descriptions are practical indicators and are not professional certifications.

15.5 Where JGL identifies an apparent concern, we may recommend:

a. further monitoring;

b. maintenance;

c. a specialist inspection;

d. urgent Contractor attendance; or

e. immediate safety action.

15.6 You are responsible for deciding whether to accept a recommendation unless an Emergency permits JGL to take limited protective action under this agreement.

15.7 A Home Health Score, where provided, is a JGL administrative indicator. It is not a valuation, insurance rating, statutory assessment or guarantee of condition.

16 Urgent incidents and Emergencies

16.1 JGL may provide practical assistance when notified of an urgent incident, subject to the membership plan, availability and safety.

16.2 JGL does not guarantee that we will be the first person to attend or that loss will be prevented.

16.3 In an Emergency, JGL may take reasonable steps to:

a. contact you and your Emergency Contact;

b. contact the emergency services;

c. contact the relevant utility provider;

d. arrange a suitably qualified Contractor;

e. provide authorised access;

f. isolate a water supply where it is safe and reasonably practicable;

g. arrange temporary protection or emergency securing work; and

h. take other proportionate action intended to reduce immediate risk.

16.4 JGL is not required to:

a. enter a burning, flooded, structurally unsafe or otherwise dangerous Property;

b. confront an intruder or suspected intruder;

c. handle hazardous materials;

d. carry out specialist work without appropriate competence;

e. place staff or Contractors at unreasonable risk; or

f. advance our own money to pay for works.

16.5 Where JGL cannot contact you, we may act within the Emergency authority most recently provided by you through the Property & Access Information or any later written instruction accepted by JGL.

16.6 If immediate action is reasonably necessary to protect life or prevent significant property damage, JGL may arrange proportionate Emergency action above the ordinary spending limit where:

a. delay would create a materially greater risk;

b. we have made reasonable attempts to contact you and your Emergency Contact; and

c. the expenditure is limited to the action reasonably necessary to control the immediate incident.

16.7 You remain responsible for Contractor charges and other reasonable costs incurred on your behalf.

16.8 JGL will provide an account of the action taken as soon as reasonably practicable.

17 Spending authority

17.1 Your standard Contractor spending limit is the limit most recently provided through the Property & Access Information or otherwise agreed in writing with JGL.

17.2 The spending limit applies to the cost of Contractors, materials, call-out charges and associated work, but does not include JGL’s separately stated fees unless the Schedule says otherwise.

17.3 JGL will normally seek your approval before committing expenditure above the limit.

17.4 We may ask you to:

a. pay a Contractor directly;

b. pay a deposit;

c. place funds on account; or

d. approve a written estimate.

17.5 JGL is not obliged to advance Contractor costs or use JGL funds on your behalf.

17.6 An instruction to obtain an estimate does not authorise the work unless this has been expressly agreed.

18 Contractors

18.1 JGL may introduce or coordinate Contractors where requested or reasonably necessary.

18.2 Unless JGL expressly states that it is supplying the work itself, the Contractor is an independent business and the contract for the work is between you and the Contractor.

18.3 JGL will exercise reasonable care when selecting a Contractor from our available network.

18.4 JGL does not guarantee:

a. immediate Contractor availability;

b. that a Contractor will accept an instruction;

c. the Contractor's estimate;

d. the time required to complete the work;

e. that concealed problems will not increase the cost; or

f. the Contractor's work beyond any responsibility JGL cannot lawfully exclude.

18.5 You should raise concerns about workmanship with JGL and the Contractor promptly so that the matter can be investigated.

18.6 JGL remains responsible for exercising reasonable care in the services JGL itself provides, including the way we communicate instructions and coordinate agreed work.

18.7 Any JGL administration fee, coordination fee, mark-up, referral payment or commission connected with a Contractor will be disclosed where required and before you become committed to the relevant charge.

18.8 JGL may refuse to instruct a Contractor where:

a. the work is unlawful;

b. the instruction is unsafe;

c. appropriate funds or authority have not been provided;

d. specialist professional advice is required first;

e. the proposed Contractor is unsuitable; or

f. the instruction could expose JGL or another person to unreasonable risk.

19 Access for Contractors and other persons

19.1 JGL may release or use a key to provide access only where there is a proper service purpose and sufficient authority.

19.2 JGL may require identification or confirmation before allowing access.

19.3 JGL may decline to release keys directly and may instead arrange for a member of staff to attend.

19.4 Contractors receiving keys may be required to:

a. sign keys in and out;

b. keep keys secure;

c. use keys only for the agreed purpose;

d. return keys promptly; and

e. report any loss immediately.

19.5 JGL is not required to give access to a person where:

a. their authority is unclear;

b. identification is unsatisfactory;

c. an ownership or occupancy dispute exists;

d. you have withdrawn permission;

e. the person appears intoxicated, aggressive or threatening; or

f. access would be unlawful or unsafe.

20 Deliveries collections and refuse bin services

20.1 Delivery, collection or refuse bin assistance is included only where stated in the Membership Schedule or separately agreed.

20.2 JGL may refuse to accept or handle:

a. cash;

b. jewellery or high-value items;

c. controlled drugs or prescription medicines;

d. alcohol where age verification would be required;

e. weapons;

f. hazardous substances;

g. illegal goods;

h. live animals;

i. excessively heavy items;

j. perishable items where suitable storage is unavailable; or

k. goods requiring specialist handling.

20.3 JGL does not accept ownership of or responsibility for goods merely because we have provided access or received them on your behalf.

20.4 You must provide accurate refuse collection dates and details of the correct bins.

20.5 JGL is not responsible for a missed collection caused by changes to the local authority timetable, contamination, excessive weight, incorrect contents, adverse weather or matters outside our control.

21 Membership Fees

21.1 You must pay the Membership Fee stated in the Membership Schedule.

21.2 Unless stated otherwise, consumer prices are inclusive of VAT at the applicable rate.

21.3 Membership Fees are normally collected monthly in advance using JGL’s approved payment provider.

21.4 You authorise JGL and its payment provider to collect the recurring Membership Fee using the payment method supplied by you.

21.5 Additional visits, call-outs, Contractor coordination, refuse bin services and other additional work will be charged in accordance with:

a. the Membership Schedule;

b. JGL’s current published charges; or

c. a separate quotation accepted by you.

21.6 JGL will not use a recurring payment authority to collect substantial Contractor expenditure without the authority required under this agreement.

21.7 You must ensure that valid payment details are maintained.

21.8 Where a payment fails, JGL may:

a. notify you;

b. retry the payment;

c. request another payment method;

d. suspend non-essential services; and

e. recover reasonable external costs directly incurred because of the failed payment.

21.9 JGL will not impose a charge that exceeds the reasonable cost resulting from the failed payment.

21.10 The first recurring Membership Fee will be taken on the agreed Membership Start Date, not when the application is submitted, the Schedule is signed or a card is saved. Later fees follow the agreed monthly billing schedule. JGL must confirm any commencement-date change with the Homeowner and update the subscription before collection. Any separately requested service must have its own agreed scope, price and authority.

22 Changes to fees and services

22.1 JGL may change the Membership Fee or included services by giving at least 30 days' written notice.

22.2 A change may be made because of:

a. inflation;

b. changes in taxation;

c. supplier or insurance costs;

d. regulatory requirements;

e. staffing and operational costs;

f. changes to the service; or

g. other legitimate business reasons.

22.3 Where a change materially disadvantages you, you may terminate the affected membership by notifying JGL before the change takes effect.

22.4 Continuing the membership after the effective date will constitute acceptance of the notified change.

22.5 This clause does not permit JGL to change a price that you have already expressly accepted for a particular one-off job.

23 Consumer cancellation rights

23.1 Where this agreement is entered into online, by telephone, at your home or otherwise as a distance or off-premises contract, you will normally have 14 days from the day after the agreement is made in which to cancel without giving a reason.

23.2 You may cancel by sending a clear statement to JGL using the contact details in this agreement. You may use the separate JGL HomeCare Cancellation Form HC-010 version 1.2 supplied with your Schedule, but you do not have to use it. Statutory cancellation takes effect in accordance with the applicable law; the general notice receipt rules in clause 36 do not delay the exercise of that right.

23.3 JGL will not begin supplying a service during an applicable statutory cancellation period unless the Homeowner has made an express request for that service to start early. JGL will record the request in the separate Early Service Start Request HC-011 version 1.1 or an equivalent durable record containing the same service-specific request and acknowledgements. Selecting a preferred or agreed start date, signing the ordinary Membership Schedule, saving a payment method or scheduling a payment is not by itself that request.

23.4 If you cancel after requesting early performance, JGL may charge a proportionate amount for services properly supplied before cancellation.

23.5 Where a specific service has been fully performed during the cancellation period, your cancellation right in relation to that fully performed service may be lost if:

a. you expressly requested early performance; and

b. you acknowledged that the right to cancel would be lost once that service was fully performed.

23.6 Nothing in this agreement limits your statutory rights.

23.7 Without an express early-start request covering the relevant visit or check, the first Property Visit, initial inspection or Home Health Check may take place only after the applicable cancellation period has ended and not before the agreed commencement date. An early request for administration or key arrangements alone does not authorise an early inspection.

23.8 JGL will record the date the Agreement is completed, the applicable cancellation-period end and the earliest permitted first-inspection date. Where cancellation information has not been supplied correctly, or another rule affects the period, JGL must establish the applicable period before confirming a service date. Completing an initial visit or another discrete task does not by itself fully perform the continuing membership.

24 Membership term

24.1 The membership begins on the agreed Membership Start Date recorded in the completed Schedule, subject to the service commencement requirements in clause 23 and completion of onboarding. Where there is no applicable express early-start request, JGL and the Homeowner must agree a commencement date after the applicable cancellation period has ended. The date must not be brought forward solely to take a payment or book an inspection.

24.2 The Membership Schedule must state whether the agreement is:

a. a rolling monthly membership; or

b. subject to a stated initial minimum term.

24.3 Where there is an initial minimum term, the membership will continue after that term as a rolling monthly agreement unless the Membership Schedule states otherwise.

24.4 Where a promotional or gifted membership applies, the Membership Schedule must state:

a. the promotional period;

b. the normal price after that period;

c. whether payment details have been supplied; and

d. whether the membership will automatically continue.

24.5 JGL will not begin collecting a recurring Membership Fee after a genuinely free promotional period unless this has been made clear and you have authorised the recurring payment.

25 Termination by the Homeowner

25.1 After any applicable minimum term, you may terminate the membership by giving one month’s written notice.

25.2 Where the Membership Schedule provides for a rolling monthly agreement without a minimum term, you may terminate by giving one month’s written notice.

25.3 You may terminate immediately where:

a. JGL commits a serious breach and does not remedy it within a reasonable period after receiving written notice;

b. JGL is no longer legally able to provide a material part of the service;

c. a material price or service change is unacceptable under clause 22; or

d. another statutory right permits termination.

25.4 Fees remain payable during the notice period.

25.5 Termination does not affect charges already incurred or authorised.

26 Termination or suspension by JGL

26.1 JGL may terminate the agreement by giving at least one month’s written notice.

26.2 JGL may suspend services or terminate immediately where:

a. Membership Fees or other undisputed charges remain unpaid;

b. you provide materially false or misleading information;

c. JGL no longer has reliable or lawful access;

d. the Property is unsafe;

e. you ask JGL to act unlawfully or dishonestly;

f. you or another person behaves abusively, threateningly or violently;

g. an ownership or occupancy dispute prevents performance;

h. continued performance would breach a regulatory requirement;

i. the Property is outside our service area;

j. JGL cannot obtain suitable insurance for the service; or

k. another serious breach makes continued performance unreasonable.

26.3 Where practicable, JGL will give you a reasonable opportunity to remedy a breach before termination.

26.4 Where JGL terminates for reasons that are not your fault, we will refund any prepaid Membership Fee relating solely to the period after termination.

27 Keys at the end of the agreement

27.1 When the agreement ends, you must instruct JGL whether the keys should be:

a. collected by you;

b. collected by an Authorised Person;

c. returned using an agreed secure method;

d. transferred to another authorised provider; or

e. securely destroyed where appropriate.

27.2 JGL may require identification and written authority before releasing keys.

27.3 JGL may charge a reasonable delivery or special return fee where you request a method that creates additional cost.

27.4 JGL may retain the keys for a reasonable period while awaiting your instructions.

27.5 Where you do not provide instructions after reasonable notices, JGL may arrange secure storage or destruction in accordance with our key management policy and applicable law.

27.6 Ending the membership does not automatically authorise JGL to post keys through the Property letterbox.

28 Insurance

28.1 You must maintain suitable insurance for the Property and its contents.

28.2 You should tell your insurer:

a. when the Property will be unoccupied;

b. how often it will be visited;

c. that keys may be held by a third party;

d. whether Contractors will be given access; and

e. about any other fact the insurer requires.

28.3 JGL does not warrant that membership visits will satisfy an insurer’s empty-property or inspection conditions.

28.4 You should provide JGL with written details of any insurer-mandated visit frequency or checklist.

28.5 You remain responsible for insurance excesses and uninsured losses except to the extent that the loss was directly caused by JGL’s breach of this agreement or failure to exercise reasonable care.

29 Liability

29.1 JGL will provide its services with reasonable care and skill.

29.2 JGL is responsible for loss or damage that is a reasonably foreseeable result of:

a. JGL’s breach of this agreement; or

b. JGL’s failure to exercise reasonable care.

29.3 JGL is not responsible for loss or damage caused by:

a. a pre-existing defect;

b. ordinary wear and tear;

c. gradual deterioration;

d. a concealed defect that could not reasonably have been identified;

e. inaccurate or incomplete information supplied by you;

f. your failure to act on a recommendation;

g. your failure to maintain insurance;

h. the independent act or omission of a Contractor, except where JGL failed to exercise reasonable care in selection or coordination;

i. an unauthorised person who obtained access other than through JGL's breach;

j. adverse weather or natural events;

k. utility failure;

l. criminal conduct by a third party;

m. an alarm or communications failure outside JGL's control; or

n. your breach of this agreement.

29.4 JGL is not responsible for indirect or business losses arising from a consumer membership, including lost profit, lost rent, lost opportunity or business interruption, unless such loss was reasonably foreseeable and cannot lawfully be excluded.

29.5 Nothing in this agreement excludes or limits liability for:

a. death or personal injury caused by negligence;

b. fraud or fraudulent misrepresentation;

c. breach of statutory consumer rights;

d. deliberate misconduct; or

e. any liability which cannot lawfully be excluded or restricted.

29.6 You must take reasonable steps to reduce or prevent further loss after becoming aware of an incident.

29.7 You must notify JGL promptly of any claim and provide reasonable supporting information.

30 Photographs reports and property records

30.1 JGL may create and retain photographs, videos, notes, reports, maintenance records and access logs for the purposes of:

a. providing the service;

b. evidencing visits;

c. communicating with you;

d. coordinating Contractors;

e. handling complaints or claims;

f. protecting the Property;

g. complying with legal obligations; and

h. maintaining the Property's HomeCare history.

30.2 JGL will not knowingly use identifiable internal photographs of the Property for marketing without separate permission.

30.3 Reports are prepared for you in connection with the membership and should not be relied upon by a purchaser, lender, insurer or other third party as a professional survey.

30.4 JGL retains ownership of its report formats, checklists, scoring systems, software and other intellectual property.

30.5 You may retain and use reports concerning your Property for personal purposes.

31 Data protection and confidentiality

31.1 JGL will process personal information in accordance with applicable data protection law and JGL's Privacy Notice.

31.2 Information may include:

a. identity and contact details;

b. Property information;

c. access instructions;

d. payment and transaction information;

e. Emergency Contact information;

f. visit records;

g. photographs;

h. maintenance information; and

i. communications.

31.3 JGL may share relevant information with:

a. employees and authorised representatives;

b. Contractors;

c. payment providers;

d. software and portal providers;

e. professional advisers;

f. insurers;

g. emergency services;

h. utility providers; and

i. regulators or authorities where required.

31.4 JGL will limit information shared with a Contractor to what is reasonably necessary for the instruction.

31.5 You confirm that you have permission to provide the personal details of an Emergency Contact or Authorised Person.

31.6 You must not provide unnecessary sensitive personal information through the HomeCare portal or ordinary email.

31.7 Access codes and security information will be treated as confidential operational information and subject to appropriate controls.

32 CCTV and recording equipment

32.1 You must tell JGL if CCTV, doorbell cameras, internal cameras, microphones or other recording equipment operates at the Property.

32.2 You remain responsible for ensuring that your recording equipment is used lawfully.

32.3 JGL personnel and Contractors must not be secretly recorded in areas where they would reasonably expect privacy.

32.4 JGL may refuse access where the use of recording equipment creates an unreasonable safety, privacy or legal concern.

33 Safety of staff and Contractors

33.1 JGL will not require any person to undertake work that appears unsafe or beyond their competence.

33.2 JGL may withdraw from the Property where there is:

a. aggressive behaviour;

b. a dangerous animal;

c. suspected criminal activity;

d. a gas smell;

e. fire or smoke;

f. serious flooding;

g. suspected asbestos disturbance;

h. unsafe electrics;

i. structural instability;

j. hazardous contamination; or

k. another material risk.

33.3 Where appropriate, JGL may contact the emergency services or another relevant authority.

33.4 A visit ended for genuine safety reasons may still be treated as an attempted visit.

34 Events outside reasonable control

34.1 Neither party will be responsible for delay or failure caused by an event outside its reasonable control.

34.2 Such events may include severe weather, flooding, fire, epidemic, public emergency, industrial action, utility failure, telecommunications failure, cyber incident, road closure, civil disturbance or government restriction.

34.3 JGL will take reasonable steps to resume the service and reduce avoidable disruption.

34.4 If a material service remains unavailable for a prolonged period, either party may terminate the affected service on reasonable written notice.

35 Complaints

35.1 Complaints should initially be submitted to:

JGL HomeCare
10 Henry Street
Lytham St Annes
Lancashire
FY8 5LE

Email: homecare@jgl.co.uk

Telephone: 01253 795900

35.2 JGL will acknowledge and investigate complaints in accordance with our published complaints procedure.

35.3 You should provide:

a. your name;

b. the Property address;

c. the HomeCare reference;

d. details of the concern;

e. relevant dates; and

f. the outcome you are seeking.

35.4 JGL will provide a written final response where the complaint cannot be resolved informally.

35.5 Where applicable, the final response will give details of any approved alternative dispute resolution provider or redress scheme that is available and state whether JGL is required or willing to participate.

35.6 Nothing in this clause prevents either party from using the courts or exercising statutory rights.

36 Communications and notices

36.1 JGL may communicate with you by email, portal message, telephone, text message, post or another method stated in the Membership Schedule.

36.2 You must keep your contact details and Emergency Contact details up to date.

36.3 A formal notice under this agreement should be sent by email or post to the most recent address provided by the receiving party.

36.4 An email notice will be treated as received on the next Working Day after sending, unless the sender receives a failure notification.

36.5 A postal notice will normally be treated as received two Working Days after posting by first-class post.

37 Changes to this agreement

37.1 JGL may make minor administrative changes that do not materially disadvantage you by giving reasonable notice.

37.2 Material changes will be dealt with under clause 22.

37.3 No employee or Contractor may materially vary this agreement verbally unless JGL confirms the variation in writing.

38 Transfer of the agreement

38.1 You may not transfer this agreement to another person or Property without JGL’s written agreement.

38.2 JGL may transfer the agreement to another company within the JGL group or as part of a genuine sale or reorganisation of the HomeCare business, provided that:

a. your statutory rights are not reduced;

b. the new provider is capable of performing the service; and

c. you are notified in writing.

38.3 JGL may use employees, agents and Contractors to perform parts of the service.

39 Entire agreement

39.1 The Agreement comprises the Membership Schedule and Acceptance, the applicable Plan Specification, these Master Membership Terms, accepted quotations and the policies expressly incorporated by reference.

39.2 You acknowledge that you have not relied on a statement that is not recorded in the documents forming the Agreement, except that nothing excludes liability for fraud or prevents information about the service becoming binding where consumer law requires it.

39.3 Where there is a conflict, the following order of priority applies:

a. an individually agreed written variation;

b. the Membership Schedule and Acceptance;

c. the applicable Plan Specification;

d. these Master Membership Terms;

e. a specific accepted quotation; and

f. general promotional material.

40 Severability and waiver

40.1 If any provision is found to be unlawful or unenforceable, the remaining provisions will continue.

40.2 A delay in enforcing a right does not mean that the right has been waived.

41 Rights of other people

41.1 Except where this agreement expressly states otherwise, a person who is not a party to it has no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

42 Governing law and courts

42.1 This agreement is governed by the law of England and Wales.

42.2 You may bring proceedings in the courts of England and Wales.

42.3 Where consumer law gives you the right to bring proceedings in another part of the United Kingdom in which you live, this agreement does not remove that right.

Controlled issue and document access

JGL will supply the exact applicable document pack with the Membership Schedule in a form you can retain. Each issued Schedule must identify the document titles, versions and effective dates. A later website update does not silently replace the documents incorporated into an existing agreement. To request a copy, contact homecare@jgl.co.uk or 01253 795900.