



# The 50plus



**Head office: 110A High Street Chesham Bucks HP5 1EB**  
Service Providers based near you

**0845 22 50 495 and local numbers**

## Standard terms and conditions

These terms and conditions apply to:

- (i) The 50plus (herein after 50plus) services provided on-demand, otherwise known as 'time and materials' services and 50plus estimated services and
- (ii) Your 50plus Club services.

Please read this document carefully. It will tell you everything you need to know about the terms and conditions based on which we will deal with each other.

Services are provided by The 50plus Organisation Ltd. and/or individual Service Providers.

If you procure a service from:

- The 50plus Organisation Ltd. then your contract is with the company and the word 'us' in these terms refers to the company.
- An individual Service Provider then your contract is with the Service Provider and the word 'us' in these terms refers to the Service Provider.

You can see who is providing the service at the time you make an online booking. If you book by telephone you will be told who is coming to you and may check which part of the organisation he or she represents.

It is our intention that all the terms of the agreement between us (including details of the services and any goods or materials we provide) are contained in this document. If you have any questions or do not accept any of the provisions included in these terms and conditions, please let us know.

## Appointments, cancellations, pricing, access and waste

50plus provides appointments so customers know who is coming and when. We do our best to keep to them as far as is feasible. If you need to postpone an appointment, please let us know at least 24 hours in advance or by midday on the previous Friday if the job is for a Monday.

If you need to cancel an appointment please give us at least 24 hours notice or let us know by midday on the previous Friday if the job is for a Monday, otherwise a cancellation fee of the minimum one-hour charge will be applicable at our discretion. For some specific services, typically waste collection, moving of goods or other services where 50plus incurs fees in advance on a customer's behalf, a 5-day notice of cancellation is required, otherwise a cancellation fee will apply.

Pricing for 50plus 'time and materials' works (general not the subject of a written estimate) is on a pay as you go basis. Where 50plus offers services on a 'time and materials' basis this means that you will be charged for the time taken to undertake the work, any associated procurement and management time and the cost of the materials and you pay when the job is undertaken or visit by visit. Pricing for 'time and materials' works are published on the 50plus web site and can be accessed from the front page. These are the applicable prices unless you are a Your 50plus Club member prior to making the booking, in which case your discount rate current at the time of booking for the applicable service(s) will be apply. Please refer to the section 'Your 50plus Club'.

Pricing for services is variable by geography, service provider and service type. You will see the applicable charges at the time of making an online booking unless they state 'call' in which case you will need to call the booking office to obtain pricing information. If you choose to book by telephone you will be told the charges at the time the booking is made. You can check pricing for a job by logging into your account at anytime.

The 50plus web site provides details of a range of common smaller jobs, likely tasks and duration from which likely costs can be calculated.

50plus on demand and estimated service prices apply 0800 to 1800 Monday to Friday. We charge an additional 30% for working on evenings until 20:00 and on Saturdays, an additional 50% for working on Sundays and an additional 75% for 20:00 to 08:00 working, except where the 50plus service provider has agreed to work at the normal rate and notified you in writing.

You must let us know of anything, which may present a hazard or danger to anyone carrying out work in or on your property. You must also make sure that we have clear access to any relevant areas and provide us with a supply of mains electricity and water. If we incur additional work or expense as a result of your failure to provide us with clear access, mains electricity and water, we may charge you for that additional work and /or expense.

You must inform us of any pre-existing condition(s) that may affect any work(s) we undertake. Where we find such condition(s) and assuming it/they are apparent we will inform you and explain the impact on the condition(s) on the works we are undertaking. We cannot take responsibility for any pre-existing condition(s) that we have not been made aware of and which do not present themselves when we are undertaking works.

Unless we are responsible for it, we will not include loss or damage to your property (including any cleaning needed) or any other type of loss. If access has to be made to your property to complete a repair, we will fill any holes and leave the surface level but will not replace the original surface or construction unless such works are specifically included in an estimate. Any redecoration or repair of damage that may be needed following our work is your responsibility, unless we have been negligent or have specifically included the work in our estimate.

To comply with waste disposal regulations, we do not remove or transport any waste unless specifically arranged or stated as being included within an estimate. We can arrange disposal of waste via a professional waste carrier and disposer should disposal of waste be required. In general, this includes feasible recycling.

### **Payment for and access to works**

Unless you have set up a credit account with us payment for works totalling less than £1,000 including VAT and materials is due on completion of the works or on completion of a visit.

Payment for all works over £1,000 including VAT and materials is 50% upon acceptance of the order and 50% on completion. Payment is due immediately on completion unless you have set up a credit account with us, in which case you will be invoiced with the invoice payable within 14 days.

We do not issue paper invoices by mail for an amount payable that is under £150 as the cost of doing so is excessive as a portion of the fees received. We will issue an email invoice if required or telephone to ask for a card payment by telephone when a payment is outstanding.

We prefer debit/ credit card payment, which you may make by telephoning our office, electronic fund transfer or online via our web site via Paypal. All such payments are fully secure. We prefer not to accept cheques or cash. Payment by cash invalidates our warranty.

Time spent obtaining materials is chargeable.

Materials supplied by us remain our property until paid for in full.

Unsettled bills will be charged interest at 5% over the Bank of England base and interest accrued weekly. In the event that a payment is overdue or unpaid and we have to recover the debt you will be charged for all expenses incurred including but not limited to: the interest due, our time spent in chasing the debt, any fees charged by third parties for debt collection and any legal and/or court fees incurred.

It is your responsibility to allow us access to your property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment, in which case a fee may be incurred.

Any parking or road charge fees we are required to pay will be added to your invoice. If you live in an area with restricted parking, please let us know. We do ask that where applicable customers supply a resident's parking/visitors permit to allow us to park. You as our customer are responsible for the supply of suitable parking either by the use of a parking space or the purchasing of visitors permits.

### **Warranty, obligations and right to cancel**

We guarantee all parts supplied by us and labour for 90 days from the date of completion of the work provided that:

- Our guarantee will not apply where faults are caused wholly or in part by your (or any other person's) misuse or neglect of those goods and materials or as a result of fair wear and tear
- We cannot guarantee parts you have provided. If you purchase incorrect parts, then you are liable for any additional labour fees incurred
- Where the work involves a blocked drain, a boiler service, heating system flushing or pest control the 90 day labour and parts guarantee is not applicable. If we need to re-attend in these cases the standard labour fees will be payable.

Any guarantee we offer does not affect your legal rights including those rights under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. You can get information about your rights from a Citizens Advice Bureau or Trading Standards Department.

If a job has a 'recall' status your Service Provider will check if the issue is a result of work 50plus has undertaken and is therefore normally free of charge, providing the recall falls within the warranty period. If a recall is as a result of a component failure

and outside the control of 50plus we will discuss the matter with you. If the works are new or not directly associated with previous works they will be chargeable.

Paying a service provider in cash invalidates our warranty.

We will not be responsible for our failure to meet any of our obligations under this agreement because of circumstances beyond our control.

If we provide advice that you choose not to follow it may mean that we will may not be able to meet all of our obligations to you under these terms. In these circumstances our guarantee may not be applicable.

If you are a tenant you will need your landlord's permission to allow us to carry out the work. If the property is a listed building you may require planning permission. In either case, it is your responsibility to obtain any permission required for the work.

Notice of your Right to Cancel. You are entitled to cancel this agreement. If you wish to cancel, you **MUST DO SO IN WRITING** and deliver personally or send by recorded delivery or registered post to 50plus at the address on the front of the estimate **WITHIN 7 DAYS** starting from the date the agreement is signed. Notice of cancellation is deemed to have been served as soon as it is posted or sent to us or in the case of electronic communication, from the date it is received by us.

We may cancel the agreement at any time by giving you written notice. If we cancel the agreement without good reason, we will pay you any reasonable costs you incur as a direct result of the cancellation.

### **Estimate validity, project management and pricing**

50plus provides estimates based on our professional judgement of the time, material and other costs such as project management required to undertake the work. Smaller jobs of up to a day in duration will normally be estimated over the telephone on a 'time and materials' basis.

Please note that investigative work that requires the use of tools is chargeable.

Larger jobs may require a visit to enable an estimate to be provided and generally this will be in writing. For larger works a volume discount is applied, day rates are available and are included in estimates where appropriate.

We will do our best to complete the work and provide the goods and materials for the estimated amount. However, due to unforeseen circumstances, we may incur additional costs above the estimated amount. In this event, we will let you know as soon as possible and explain the reasons for the additional costs and ask you to accept an amended estimate to cover the additional costs. Estimates are subject to any significant supplier price variations outside our control.

Estimates provided by us are valid for twenty-eight days from the date they are given. We may vary or withdraw any estimate at any time before you accept it. The price payable by you is the price stated as the total on the estimate.

Unless stated otherwise, our estimates:

- Include the supply of all the necessary items, parts or materials and the time needed to obtain them, including where necessary the support work by our office personnel to specify, order and deliver (or arrange delivery of) required parts. If the estimate states that we will be using items, parts or materials supplied by you then you must ensure that they are available when the work commences and are of the correct type and quantity. Please consult us if you need advice.

- Include project management time by our office and field personnel.
- Will state if disposal of waste is included or excluded. Where the estimate:
  - Excludes disposal of any items. To comply with waste disposal regulations, we do not remove or transport any waste. We generally recommend a Hippo Bag, a professional waste carrier such or a skip collection and can arrange these for you should disposal of waste be required.
  - Includes licensed disposal of waste by means of a Hippo Bag, a professional waste carrier or a skip; the supply, collection, recycling and licensed disposal is included our estimate.
- Assume for electrical works that the existing electrical installation meets current regulations, especially with respect to equipotential bonding (earthing) unless we have stated otherwise.
- Assume for tiling work that wall and floor tiling will use ceramic tiles of circa 150mm x 150mm or similar laid in stack bond.
- Assume for decorating work that the room is 'clear' of ornaments and other loose items. The need to clear a room can add to estimated charges.
- Are dependent on nothing untoward being found during works or any changes made to the scope of works.

### **Project Management and staffing**

The 50plus office manages assignment of personnel and may also be involved in ordering materials for your project. For the duration of the project your first point of communication should be to the personnel carrying out the works. However, you are always welcome to call or email the office. Full details of how to contact us are provided on our Contact Us web page. Following completion of the works we very much welcome comments via the form on our web site. You may also telephone or write.

50plus uses its own employees and suitably qualified independent Service Providers whom operate under authority from 50plus to provide the services. Independent Service Providers have no authority to incur liability on behalf of or to act as an agent for 50plus.

### **Your 50plus Club**

Your 50plus Club is a membership club operated by the The 50plus Organisation. The Club provided benefits to members including discount on specified services, member's offers, other benefits and a magazine typically published quarterly by email. Details are provided on The 50plus website. It is not an insurance scheme.

Your 50plus Club membership is on an 'opt-in' basis to comply with data protection regulations. To receive Your 50plus Club discount you need to be a member prior to making a booking or requesting an estimate. Membership is not retrospective.

Where we offer 24 hour, 48 hour or next working day response this is the time to attend site (if we cannot get your running over the phone where that applies). Attendance is not a guarantee of repair within the stipulated period. We may need to undertake initial or emergency works and return at a later time or date to undertake any required further works.

Your 50plus Club membership offers are not in addition to membership discount unless stated otherwise. Offers are open to customers who are Your 50plus Club

members at the time an enquiry is made and a 'job' raised on the 50plus booking system for work or an estimate for the work covered by the offer to take place.

Where a free loan of oil filled radiators or fan heaters is provided these are limited to a maximum of two oil filled radiators and two fan heaters. Loaned heaters remain the property of 50plus and must be returned in the condition provided in at the start of the loan.

### **Short term and special offers**

From time to time 50plus may offer special (typically discounted) rates. Where such offers are made, they are restricted to plumbing, electrical and handy works unless otherwise stated and are not in addition to Your 50plus Club discounted membership rates. The discount will be applicable to works booked and/or undertaken within the date and time constraints specified in the offer.

### **Credit checking**

50plus may check your details with one or more licensed credit reference and fraud-prevention agencies. 50plus and they may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used by 50plus, and other organisations may search these records to:

- Help make decisions about credit and credit related services for you and members of your household
- Help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household.
- Trace debtors, recover debt, prevent fraud and manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and
- Carry out statistical analysis about credit, insurance and fraud.

They, and other credit and insurance organisations, may also use technology to detect and prevent fraud. If you need details of those credit agencies and fraud-prevention agencies from which we get, and with which we record, information about you, please write to the Data Protection Manager at 110A, High Street, Chesham HP5 1EB. If you would like full details of how 50plus uses your personal information, please write to the Data Protection Manager at 110A, High Street, Chesham HP5 1EB.

### **Terms applicable to roofing works (courtesy of Associated Roofing Partnership)**

Vibration may be caused due to the works being carried out on the roof. If this is the case, you may experience, some cracking, loosening or falling of small pieces of the internal ceiling plaster/plasterboard/ alternative covering, where it was previously nailed. If the roof has been sprayed with any form of foam, and it is in between the rafters, this may cause damage to any plasterboard fixed directly onto the inside of the rafters. 50plus cannot be held responsible for any such damage that may occur to the internal ceilings, tiling or other suchlike damage, to internal areas of the property, unless they have been previously installed by 50plus, nor can 50plus be

held responsible for any damage due to water penetration in the roof void that may have occurred prior to our arrival.

It is advisable to remove &/or cover, with appropriate sheeting/coverings, all contents of value, including vehicles if there is no internal ceiling or works are being carried out on a garage, shed or outhouse, prior to the arrival and commencement of any roofing works.

Due to the noise &/or vibration that may be created; it is advisable to vacate the room/area for the duration of the works.

50plus will be supplying and fixing their materials to the existing timber structure (unless otherwise agreed) and in no way altering the existing falls and drainage of the roof; unless you request it; this will incur additional costs, therefore, cannot be held responsible for any ponding of water that may occur after flat roofing work has been completed. However, we can state that ponding will not affect the integrity of the waterproofing.

If, during the course of works, we have to temporarily remove any tiles/slates which have been embedded in cement, some may get broken or damaged. 50plus will endeavour to match the existing tiles/slates. Existing tiles/slates will have been subject to aging and weathering.

All materials used by 50plus conform to British Standards; however, should any defects be found; 50plus will act on behalf of the client for a resolution.

Please note that guarantees/warranties are not insurance backed.