

Go Assist Boiler Service Terms and Conditions

1. These terms

These terms relate to a Boiler service product. It is suitable for, and meets the needs of, customers who want a Boiler service either annually or as a one off service.

Please read these terms and conditions carefully because they set out key information about how We provide our Boiler service, how You and We may change or end the contract, what to do if there is a problem and other important information.

If You have any questions or require a copy of these terms in a larger font contact Us using the details in clause 2 below.

2. About Us and how to contact Us

2.1. Who We are

We are Go Assist Limited, a company registered in England and Wales (Company number 08668025) and Our registered office is Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ. Our registered VAT number is [NUMBER].

2.2. How to contact Us

You can contact Us by the following methods:

- Freephone helpline: 0800 8654111
- Email: customerservices@go-assist.co.uk
- Post: Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ

Our office hours are 9am to 6pm Monday to Friday and 10am to 4pm on Bank Holidays. We are not open on Christmas Day and New Year's Day.

2.3. How We may contact You

If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us.

2.4. "Writing" includes emails

When We use the words "writing" or "written" in these terms, this includes emails (unless expressly stated otherwise).

3. Definitions used in these terms

Boiler: Your mains gas Boiler(s) as described to Us.

Contract Price: The amount payable by You to Us as agreed with Us in advance for one Boiler service.

Website: <https://go-assist.co.uk/>

We, Us, Our: Go Assist Limited.

Working Day: Monday to Friday excluding Bank Holidays.

You and Your: The individual named in Your application for a Boiler service.

4. Our contract with You

4.1. How We will accept Your Boiler service request

On completion of Our Boiler service request form on our Website, You will be charged the agreed Contract Price subject to these terms and conditions. Our acceptance of Your request for a Boiler service will take place when We email You to accept it, at which point a contract will come into existence between You and Us.

4.2. If We cannot accept Your service request

If We cannot accept Your Boiler service request for any reason, (this may include but is not limited to where We have unexpected limits on Our resources which We could not reasonably plan for), then You will receive a full refund of the Contract Price subject to Our Cancellation and Variation conditions set out at clause 7 below.

4.3 Services included in Your Boiler service

Your Boiler service and the Contract Price includes:

- Call out & labour for Your Boiler service unless specified otherwise by Our agent during Your initial call with Us;
- Testing of the Boiler after it has been serviced by Us (such tests shall be limited to those reasonably considered appropriate by Our engineer).

4.4 What is not included in Your Boiler service and/or the Contract Price

Your Boiler service and/or the Contract Price does not include:

- Servicing of non-gas or LPG boilers;

- Boilers installed or situated in mobile homes or boats;
- Commercial Boilers;
- Any Boiler details which differ from the ones used to obtain a quote online or over the phone;
- Any loss as a result of a Boiler breaking e.g. frost damage, mould etc;
- Any parts required to repair Your Boiler should Your Boiler be found to be faulty;
- Any labour or services for repairing Your Boiler should Your boiler be found to be faulty.

4.5 If Our engineer finds that Your Boiler is faulty following the Boiler service, You may be given the option to repair it via Our fixed cost repair product (see terms and conditions on Our Website.)

5. How we carry out your Boiler service

5.1. Your Boiler service schedule and requirements

Our engineer will contact You to agree a date on which they will visit to perform the Boiler service. Engineers are available between 9:00am and 5.30pm Monday to Friday excluding UK Public Holidays.

You must provide adequate free parking for the engineer with good and safe access to Your property. Our engineers must have good and safe accessibility to the Boiler. If, in Our and/or the engineer's reasonable opinion, Your Boiler does not have good or safe accessibility either to Your property and/or the Boiler, We reserve the right to cancel the Boiler service and You will not receive a refund.

We and/or Our engineer will presume that any person who allows the engineer access to Your premises and/or the boiler is authorised by You to do so.

5.2. Our re-service guarantee

We will, free of charge, re-service a Boiler whereby We deem Your Boiler to be in good and working order following a Boiler service by Us or Our engineer, but a problem occurs within 7 days of the date of that Boiler service.

This guarantee however, will not apply in the event that a Boiler defect occurs within 7 days of a Boiler service by Us or Our engineer as a result of:

- Wilful damage;
- Your use of Your Boiler otherwise than in accordance with the user instructions or any

instructions given in writing by Us or Our engineer following the Boiler service;

- Any tampering with, or alteration of, the Boiler by anyone other than Us; or
- A fault in any other Boiler or any other aspect of the system to which the Boiler is connected, such as (without limitation) a hot water system to which Your Boiler is connected.

This Guarantee does not affect Your legal rights as a consumer. If You prefer, You may rely on Your legal rights rather than Our guarantee.

Limitation of liability

If the Boiler is tightly fitted or required to be pulled out of its position, We cannot be held responsible for any damage to the surroundings and/or the Boiler. You should advise Us during the initial call if You think this may be the case so We can discuss with You whether a Boiler service may be possible. If, after discussions, You agree to proceed with the Boiler service, then You do so at Your own risk and We accept no liability for any damage caused, unless We or Our engineer has been negligent.

For further information about Your legal rights please contact Your local authority Trading Standards Department or local Citizens Advice Bureau.

6. Annual Auto-renewal Boiler service

If You have opted to have Our annual auto-renewal Boiler service, the following provisions of this clause 6 will also apply to You. If You have opted for one-off Boiler services and not for the annual auto-renewal Boiler service option, then this clause 6 will not apply to You.

6.1 Reminders

We will send You a reminder that Your annual Boiler service is due 30 days ahead of the due date for the next Boiler service by email or by post.

6.2 Cancellation of Your Boiler service appointment

If You do not wish to proceed with the proposed Boiler service, You must cancel in accordance with the procedure set out in clause 7 below. The same terms applicable to receiving a refund of the Contract Price will apply where You have opted for Our annual auto-renewal Boiler service.

6.3 Opting out of the annual auto-renewal Boiler service option

You may opt out of the annual auto-renewal Boiler service option at any time by notifying Us in writing, on the condition that no payments are due and outstanding to Us. Any outstanding payments shall immediately become due for payment by You and must be settled in full by You in cleared funds before Your opt-out will be processed by Us.

7. Cancellation and variation

7.1. Your rights to cancel the contract

You can cancel this contract up to fourteen (14) days after You receive confirmation from Us about Your Boiler service appointment and receive a full refund – Your “cooling off period” (unless We have already commenced the Boiler service). If You have opted for the annual auto-renewal Boiler service, You will have a 14 day “cooling off period” from the date on which each annual payment of the Contract Price is taken by Us.

Where We have started work before Your cooling off period has come to an end and You cancel during Your cooling off period, We will charge You Our reasonable costs for:

- Work already carried out on the Boiler service;
- Any work required to ensure safety of the site where the Boiler service is to take place and/or any work carried out by Us, including but not limited to Us booking Our engineer, in preparation for the Boiler service;

You may contact Us at any time to end the contract but in some circumstances We may charge You certain sums for doing so, as described below.

You will receive a **full refund** of the Contract Price if:

- You cancel with Us and We receive Your cancellation at least one Working Day before Our engineer is due to visit to perform the Boiler service. Where cancellations are made less than 3 Working Days before Our engineer is due to visit to perform the Boiler service, You must contact Us by telephone only to cancel so as to ensure We are made aware of Your cancellation;
- We or Our engineer needs to amend Your appointment date for the Boiler service and a suitable alternative date cannot be agreed;
- You cancel the contract in circumstances set out at clause 7.6.

All refunds of the Contract Price will be processed via the debit/credit card You paid the Contract Price with. Should the refund payment from Us to You fail, a cheque will be sent to You within 5-10 Working Days.

You **will not receive a refund of the Contract Price** if:

- You cancel an appointment for a Boiler service and We do not receive that cancellation at least one Working Day before Our engineer is due to visit to perform the Boiler service (and such cancellation must be by telephone if made less than 3 Working Days before Our engineer is due to visit to perform the Boiler service);
- You are not present at the property at the time the appointment is scheduled to commence and/or Our engineer cannot gain access to Your property and/or the Boiler for any reason;
- If We reasonably believe that the health and/or safety of Our engineer cannot be guaranteed in accessing Your property and/or the Boiler.

7.2. How to cancel the contract

To end the contract with Us for the Boiler service, please let Us know by doing one of the following:

- **Phone or email:** Call Our customer services on 0800 8654111 or email us at customerservices@go-assist.co.uk. Please provide Your name, home address, details of the order and, where available, Your phone number and email address.
- **By post.** Copy the form at the bottom of this document and post it to Us at the address on the form. Or simply write to Us at that address, including details of when You ordered the Boiler service and Your name and address.

7.3. Our rights to cancel the contract

We may refuse to provide the Boiler service, any other service or end the contract if:

- You do not make any payment to Us in cleared funds when it is due;
- You do not, within a reasonable time of Us or Our engineer asking for it, provide Us or Our engineer with all reasonable information that is necessary for Us or Our engineer to carry out the Boiler service;

- You do not give Us or Our engineer safe access to Your property and/or the Boiler at the time the Boiler service is scheduled to commence to enable Us or Our engineer to carry out the Boiler service;
- You or anyone representing You behaves in a threatening or abusive way to Us, Our employees or engineers.

In any of these instances You will not receive any refund of the Contract Price.

7.4. Your rights to make changes

You must notify Us 2 Working Days before Your appointment if You change address.

If You purchased a reduced price Boiler service in exchange for setting up an insurance policy with one of Our insurance partners and You wish to cancel the insurance policy within 12 months of setting up the policy, then **You will be liable to a £50 charge** that will apply on the day of cancellation of the insurance policy which will be taken from the debit/credit card provided to Us by You.

7.5 Our rights to make changes

We can, at any time and after taking a fair and reasonable view, make changes to Your Boiler service to take into account any changes (affecting Us or Your Boiler service) in relevant laws or regulations.

7.6 Delay and cancellation due to factors outside Our control (Force Majeure).

If We are prevented from providing the Boiler service as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control, We shall not be in breach of this agreement.

In such circumstances We shall be entitled to a reasonable extension of the time for performing Our obligations under this agreement. Should the period of delay or non-performance continue for one month, You may terminate Your Boiler service appointment and receive a full refund of the Contract Price (or if the Boiler service has commenced, for any part of the Boiler service that has not been carried out by Us) by giving written notice to Us.

Such events include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood,

major adverse weather conditions, Acts of God and failures of Our subcontractors to perform their obligations.

8. Your personal details

We shall Use and safeguard Your personal details in accordance with Our privacy policy and all applicable data protection legislation.

Our privacy policy can be accessed via our Website.

9. Governing law, jurisdiction and language

This contract is governed by the laws of England and Wales. You can bring legal proceedings in respect of the Boiler service in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Boiler service in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Boiler service in either the Northern Irish or the English courts.

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

10. Complaints handling

We are committed to providing You with the highest standard of service and customer care We are able, but We do realise that there may be occasions when You feel that You have not received the standard of service You had expected.

Should You have any cause for complaint about any aspect of the service We provide under Your fixed price Boiler service, please contact Us at Go Assist Ltd, Richmond House, Richmond Hill, Bournemouth, Dorset, BH2 6EZ, and We will do Our best to resolve Your issue.

11. Other important terms

11.1. Value Added Tax (VAT)

The Contract Price is inclusive of VAT. If the rate of VAT changes between Your order date and the date We provide the services, We will adjust the rate of VAT that You pay, unless You have already paid for the services in full before the change in the rate of VAT takes effect.

11.2. Errors in pricing

It is always possible that, despite Our best efforts, the Boiler service may be incorrectly priced. We

will normally check prices before accepting Your Boiler service request so that, where the Boiler service's correct price at Your Boiler service request date is less than Our stated price at Your Boiler service request date, We will charge the lower amount and refund any extra You have paid. If the Boiler service's correct price at Your Boiler service request date is higher than the price stated to You, We will contact You for Your instructions before We accept Your Boiler service request and You will need to pay the additional sums due to Us if You would like to proceed with the Boiler service. If We accept and process Your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may end the contract, refund You any sums You have paid and not perform the Boiler service.

We continue to provide the Boiler service, We can still require You to make the payment at a later date.

11.3. Assignment

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

You need Our consent to transfer Your rights to someone else. You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing.

11.4. Third Party Rights

Nobody else has any rights under this contract. This contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither You nor Us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

11.5. Severance

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.6. Waiver

Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but

Right to Cancel the Contract

Instructions:

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel:

To exercise the right to cancel, You must inform Us at **Go Assist Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ, 0800 8654111, customerservices@go-assist.co.uk** of Your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use this model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If You cancel this contract, We will reimburse to You all payments received from You.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which We are informed about Your decision to cancel this contract.

We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.

If You requested to begin the performance of services during the cancellation period, You shall pay Us an amount which is in proportion to what has been performed until You have communicated to us Your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation Form

To: **Go Assist Limited, Richmond House, Richmond Hill, Bournemouth, BH2 6EZ, 0800 8654111, customerservices@go-assist.co.uk**

I hereby give notice that I cancel my contract for the Boiler service.

Name of consumer:

Address of consumer:
.....
.....

Signature of consumer (*only if this form is notified on paper*):
.....

Date: