

# Go Assist Fixed Price Boiler Repair Terms and Conditions

## 1. About our fixed price Boiler repair

These terms relate to a fixed price repair product. It is suitable for, and meets the needs of, customers who want a faulty Boiler repaired and know what the cost of that repair will be at the outset - the fixed cost.

### 1.1. Why you should read these terms

Please read these terms and conditions carefully because they set out key information about how we provide our fixed price boiler repair service.

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.

### 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.

## 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.

**Diagnosis:** The diagnosis of the actual problem with Your Boiler either through Our free-phone

helpline facility, or an onsite visit by one of Our engineers.

**We, Us, Our:** Go Assist Limited, the provider of Your fixed price repair.

**Working Day:** Monday to Friday excluding Bank Holidays.

**You and Your:** The individual named in Your application for a fixed price repair.

## 4. Our contract with you

### 4.1. How we will accept your service request

On completion of Our service request form You will be charged the agreed Contract Price subject to these terms and conditions. You will then receive confirmation via email, post or telephone about Your repair, 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 repair Your Boiler then You will receive a full refund of the Contract Price subject to our Cancellation and Variation conditions set out at clause 6 below.

### 4.3 Services included in your fixed price repair

Your fixed price repair includes:

- Labour for the first hour and any parts (if required) up to the value of £50 unless specified otherwise by Our agent during Your initial call with Us;
- Repair of the fault described to Us via Your online application or over the phone;
- Testing of the Boiler after repair if it has been repaired by Us.

### 4.4 Services not included in your fixed price repair

Your fixed price repair does not include:

- Repair of non-gas or LPG boilers;
- Boilers installed or situated in mobile homes or boats;
- Repairs required from this service as a result of negligence, misuse by You or poor installation or installation of Boilers not within manufacturers guidelines;
- Faults identified that were not either described to us at point of sale or not identifiable during any repair cycle;

- Repairs as a result of Boilers being affected by flood damage;
- 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;
- If the engineer cannot park within 400m of Your address.

### Exclusion charges

If Our engineers or We determine that any of the above exclusions apply then we will cancel the repair and refund You the initial payment less a **£89 administration and call out charge**.

## 5. How we carry out your fixed price repair

### 5.1. Your fixed price repair schedule and requirements

Our engineer will contact You to visit on Your preferred date, or We may arrange an alternative date with You if the engineer cannot make the requested date. 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 access to Your property and Our engineers must have good accessibility to the Boiler. If Your Boiler does not have good accessibility We reserve the right to cancel the repair. If this is necessary You will not receive a refund.

### 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.

After Diagnosis by Us or the engineer We determine that part(s) are required then these will normally be ordered within one Working Day from the date of diagnosing the problem at Your property. Parts will normally arrive within two Working Days if in stock, if not We will inform You of the progress in obtaining the required part(s) and arrange a suitable date with You to repair Your Boiler. Some parts may not be easily or obtained at all by some manufacturers due to the Boiler type, model and age therefore this may incur a delay in the repair.

Your fixed price repair will expire after 30 days unless You are awaiting parts or an agreed date with Our engineer. If You wish to continue after this period another fixed cost repair contract will be required in order to proceed.

### 5.2. Our repair guarantee

We will re-perform any repair free of any charge if the same fault recurs within 90 days following Our repair of Your Boiler.

This guarantee however, will not apply in the event that the same Boiler defect occurs as a result of:

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

### Charges applicable to engineer re-visits

If You request an engineer to re-visit and repair Your Boiler but an unrelated fault is found to the original fault and You wish to continue with the repair, You have the option to pay for another repair at the rate You paid originally if it is within 90 days of that repair. If You decide not to continue You will be **charged £89** immediately from the debit/credit card You paid from for Your original repair. You will also be **charged £89** if You miss or cancel Your appointment within 24 hours of the re-visit.

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

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

## 6. Cancellation and variation

### 6.1. Your rights to cancel the contract

You can cancel this contract up to fourteen (14) days after you receive confirmation from Us about your repair and receive a full refund – Your “cooling off” period.

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;
- Any work required to ensure safety of the site;
- Any parts that have been ordered;
- Any parts that have been installed.

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** if:

- We cannot repair Your Boiler;
- You cancel with Go Assist at least one Working Day before the engineer is due to visit;
- We or Our engineer needs to amend Your appointment date and a suitable alternative cannot be found;
- After 10 weeks from the date of Your appointment the part(s) required are still unavailable and Your Boiler is inoperable either party has the right to cancel unless non-returnable parts have been ordered;
- Upon investigation We cannot obtain spare parts from Our suppliers to repair Your Boiler;
- You cancel the contract in circumstances set out at clause 6.5.

You will receive a **refund less a £89 administration and call out charge** if:

- You reject an offsite repair that may be required by Our engineer;
- A next Working Day appointment is cancelled by You;
- The labour and parts limit is not enough to cover the repair of Your Boiler and You do not wish to make any further payments;
- Your Boiler is deemed beyond economical repair and you have not had a Boiler service in the last 12 months from the date of the repair;
- The fault is not with your Boiler e.g. blocked radiator pipes.

You **will not receive a refund** if:

- You cancel Your fixed price repair after Our engineer has diagnosed on site or over the phone and repaired Your Boiler or is awaiting parts;
- If you cancel Your fixed price repair and parts have been ordered or fitted;
- You have paid any additional amount for parts for Your fixed price repair due to the parts and labour limit being exceeded, You will not

receive any refund. This includes any parts on order or those that become obsolete and also if the Boiler becomes beyond economical repair during the service;

- We send an engineer and there is no fault found with Your Boiler;
- You miss Your appointment and the engineer cannot gain access to the Boiler;
- If We reasonably believe that the health and/or safety of Our engineer cannot be guaranteed once on site.

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

## 6.2. Our rights to cancel the contract

We may refuse to provide a service or end the contract if:

- You do not make any payment to Us when it is due;
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to carry out the repair;
- You do not, within a reasonable time, give us access to your property to enable us to carry out the repair;
- You or anyone representing You behaves in a threatening or abusive way to Our employees or engineers. In this instance You will not receive any refund.

## 6.3. Your rights to make changes

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

If You purchased a reduced price repair 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.

## 6.4. Our rights to make changes

We can, at any time and after taking a fair and reasonable view, make changes to Your fixed price repair to take into account any changes (affecting Us or Your fixed price repair) in law, regulation, or the interpretation of law or regulation.

## 6.5. Delay and cancellation due to factors outside our control

If We are prevented from providing services under Your fixed price repair 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. Should the period of delay or non-performance continue for one month, You may terminate Your Fixed price repair and receive a full refund for services that have not been carried out 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.

## 7. 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: [www.go-assist.co.uk](http://www.go-assist.co.uk).

### 7.1. How we share your information

We will share Your information with partners and companies acting on Our behalf to enable the repair of Your Boiler.

### 7.2. Amendments to your personal details

You have the right to ask for a copy of the information We hold about You. If You find at any time that any of the information We hold about You is incorrect then You should promptly notify Us and We will correct the inaccuracy.

### 7.3. Contacting you about other products/services

We would like to keep you updated about Our other products/services and those of Our partners.

Please contact Us in writing via the contact form on Our website if you would like to receive such communications.

## 8. Governing law

This contract is governed by the laws of England and Wales.

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

## 9. 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 repair, 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.

## 10. Other important terms

### 10.1.1. Liability for damage caused by your continued use of your boiler

We will not be liable for any further damage that is caused by You using Your Boiler after requesting a repair service from Us i.e. We will repair the damage to Your Boiler to the limit stated for the original problem.

### 10.2. Value Added Tax (VAT)

All prices stated in these terms are 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.