Go Assist
Terms & Conditions for Services

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Go Assist Terms and Conditions for Services

1. About our Services

These terms relate to the Services We provide. Such Services may include any Appliance repair, Boiler repair, Boiler service, plumbing services, pest control services, locksmith services and/or electrical services (each a "**Service**" and together the "**Services**"). Please ensure You read the terms which are relevant to the particular Service You are purchasing. Please note that where a particular Service is not expressly mentioned, those terms and conditions will apply in respect of all Services.

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 Services.

If You have any questions or require a copy of these terms in a larger font, please 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 (with company number 08668025) and our registered office is at Unit 17 Branksome Business Park, Bourne Valley Road, Poole, Dorset, BH12 1DW.

2.2. How to contact Us

You can contact Us using the following methods:

- Post: Unit 17 Branksome Business Park, Bourne Valley Road, Poole, Dorset, BH12 1DW.
- Phone helpline: 0333 733 1234.

Our office hours are 9am to 5pm Monday to Friday. We are not open on Bank Holidays.

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

Affected Item: Any item or property of Yours in respect of which we will be providing a Service.

Appliance: Your Appliance(s) as described to Us.

Boiler: Your main 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 for which You may require a Service either through Our helpline facility, or an onsite visit by one of Our engineers.

Emergency: A repair/service required within 24 hours.

Membership Year: Each successive period of 12 months starting on the date on which You joined Your Home Membership.

Premium+ Benefits: The Boiler Service Benefit and the No Fix, No Fee Benefit described in clause 5.13.

Premium+ Home Membership: Our Home Membership which includes the benefits of the Premium Home Membership together with the Premium+ Benefits.

We, Us, Our: Go Assist Limited, the provider of Your Service(s).

Working Day: Monday to Friday excluding Bank Holidays.

You and Your: The individual named in Your application for the provision of a Service.

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. Services included depend on the particular Service You have purchased. Please see further details below:

Appliance Repair:

4.2.1. ***Your labour only Appliance repair includes:***

- Call out and labour for up to 2 hours.
- The attempted repair of the fault described to Us via Your online application or over the phone.
- Testing of the Appliance after repair if successful.

4.2.2. ***Your labour only Appliance repair does not include:***

- Any parts required to fix Your Appliance.
- Appliances 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 Appliances not within manufacturers guidelines.
- Repairs as a result of Appliances being affected by flood damage.
- Commercial Appliances.
- Any Appliance details which differ from the ones used to obtain a quote online or over the phone.
- Re-gassing of Appliances that make Use of R134 and/or R12 gas.
- Hobs with a glass or ceramic top.
- Any loss as a result of an Appliance breaking e.g. food spoilage, clothing damage 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 **no refund will be due.**

4.2.3. ***Your fixed price Appliance repair includes:***

- Labour and parts (if required) up to the value of £200 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 Appliance after repair.

4.2.4. ***Your fixed price Appliance repair does not include:***

- Appliances 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 Appliances not within manufacturers' guidelines.
- Repairs as a result of Appliances being affected by flood damage.
- Commercial Appliances.
- Any Appliance details which differ from the ones used to obtain a quote online or over the phone.
- Re-gassing of Appliances that make Use of R134 and/or R12 gas.
- Hobs with a glass or ceramic top.
- Any loss as a result of an Appliance breaking e.g. food spoilage, clothing damage 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** except where an Appliance makes Use of R134 and/or R12 gas whereby no refund will be given.

Boiler Repair:

4.2.5. ***Your labour only Boiler repair includes:***

- Call out and labour for up to 1 hour.
- The attempted repair of the fault described to Us via Your online application or over the phone.
- Testing of the Boiler after repair if successful.

4.2.6. ***Your labour only Boiler repair does not include:***

- Any parts required to fix Your Boiler.
- 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.
- 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.
- 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 **no refund will be due.**

4.2.7. ***Your fixed price Boiler 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.

4.2.8. ***Your fixed price Boiler 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, mold 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**.

Boiler Service:

4.2.9. ***Your Boiler service 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).

4.2.10. ***Your Boiler service 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.

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 Boiler repair Service (as detailed at clauses 4.2.7 and 4.2.8 above).

Plumbing, Electrical and/or Locksmith Services:

4.2.11. ***Your Plumbing, Electrical and/or Locksmith Service includes:***

- Call out and labour for up to 1 hour to provide a Diagnosis and to try to resolve the fault.
- The attempted repair of the fault described to Us via Your online application or over the phone.
- Testing after repair if successful.

4.2.12. ***Your Plumbing, Electrical, and/or Locksmith Service does not include:***

- Any parts required to resolve the problem You are experiencing.
- Diagnosis or further Services in mobile homes or boats.
- Repairs required as a result of negligence, misuse of Affected Items by You or poor installation or installation of Affected Items not within manufacturers' guidelines.
- Commercial premises unless disclosed during your application.
- Any problems or issues which differ from the ones used to obtain a quote online or over the phone.
- If the engineer cannot park within 400m of Your address.

- Any structural defects, such as, but not limited to, subsidence and its resultant effect.
- Any damage to drainage systems caused by any outside force or root penetration.

Exclusion charges

If Our engineers or We determine that any of the above exclusions apply then we will not be able to provide the Service and **no refund will be due.**

Pest Control Services:

4.2.13. ***Your Pest Control Service includes:***

- Diagnosis of the problem and the provision of a quote for Services to resolve the issue You are experiencing, via an onsite visit, Your online application or over the phone.

4.2.14. ***Your Pest Control Service does not include:***

- Anything other than as stated under clause 4.2.13 above, and for any further Services to be provided, anything not included in the quote provided under clause 4.2.13.

5. Go Assist - Home Membership

As a customer of Go Assist, You will be offered the opportunity of a Home Membership, which will entitle You to have access to discounted products and services offered by Us. You can accept the offer of Home Membership by purchasing a Service from Us. We offer Basic, Premium and Premium+ Home Memberships. Basic Home Membership is an annual contract. Premium and Premium+ Home Membership is an annual or monthly contract.

Under the Basic Home membership, Your first 6 months will be free. After the first 6 months You will pay a fee annually in advance.

A monthly Premium or Premium+ Home Membership will be a rolling contract for an indefinite period with ongoing monthly payments.

Under an annual Premium or Premium+ Home Membership, You will pay a fee annually in advance for each year of the contract.

A monthly Premium+ Home Membership will be a rolling contract for an indefinite period with ongoing monthly payments, subject to the minimum term of 12 months set out in clause 5.10.

It includes all of the benefits of the Premium Home Membership together with the Premium+ Benefits, which are provided on the terms set out in clause 5.13.

The Boiler Service Benefit and the No Fix, No Fee Benefit may also be offered as optional add-ons to a Premium Home Membership for an additional monthly fee. Where You purchase either benefit as an add-on, clause 5.13 applies to that benefit in the same way as it applies to a Premium+ Home Membership.

5.1. If You accept the Basic, Premium or Premium+ Home Membership You shall have the right to cancel:

- Your Home Membership; or
- the auto-renewal of Your Home Membership

at any time. You can do so by contacting Us via email at customerservices@go-assist.co.uk. Cancellation fees may apply (please see clause 5.10 and clause 5.11 below).

5.2. You consent to Us contacting You by email/post around 14 days prior to the anniversary of the date on which You joined the Basic, annual Premium or annual Premium+ Home Membership ("**Anniversary Date**") to:

- remind You that the auto-renewal of Your annual Home Membership will occur on the Anniversary Date;
- confirm the then current benefits of the annual Home Membership; and
- confirm the fee that we will charge You for Your annual Home Membership in the year following the Anniversary Date.

For the Basic Home Membership, the first Anniversary Date is the date 6 months after the date on which You joined, and each later Anniversary Date is 12 months after the previous one.

5.3. The fee that We will charge You for your Home Membership following the Anniversary Date will be as set out in Your renewal email/letter.

5.4. When Your Basic, annual Premium or annual Premium+ Home Membership auto-renews, You will be required to pay Us the fee for that auto-renewal unless You:

- cancel the auto-renewal before the

Anniversary Date; or

- exercise Your right to end Your Home Membership (in which case clause 5.5 shall apply)

by email at customerservices@go-assist.co.uk.

5.5. If You cancel Your Basic, annual Premium or annual Premium+ Home Membership, within 14 days of the Anniversary Date following an auto-renewal then We will refund your fee. If You cancel Your Basic, annual Premium or annual Premium+ Home Membership after 14 days of the Anniversary Date following an auto-renewal, then We will refund You a pro-rata portion of the fee that You have paid Us to represent the uncompleted period of the remainder of the then current one-year term of Your Basic, annual Premium or annual Premium+ Home Membership (a cancellation fee may apply, please see clause 5.11 below).

5.6. You may cancel Your monthly Premium or Premium+ Home Membership at any time prior to Your next monthly payment date by contacting Us via email at customerservices@go-assist.co.uk. Cancellation fees may apply (please see clause 5.10 and clause 5.11 below).

5.7. We reserve the right to cancel Your Home Membership by giving You 14 days' notice. If We exercise Our right to cancel Your Home Membership then We will refund You a pro-rata portion of the fee that You have paid Us to represent the uncompleted period of the remainder of the then current one-year term of Your Home Membership.

5.8. Subject to Your rights to cancel Your Home Membership or the auto-renewal thereof, where You have the Basic, annual Premium or annual Premium+ Home Membership, the Home Membership will be renewed on each Anniversary Date for successive one year terms (each a "**Renewal Term**").

5.9. The auto-renewal provisions set out in clauses 5.1 to 5.8 above shall apply to each Renewal Term.

5.10. Where You take out an annual or monthly Premium Home Membership or a Premium+ Home Membership in exchange for a discounted or free Service (such as a repair or service visit), You agree to keep Your Home Membership for a minimum term of 12 months.

5.10.1. If You cancel Your Home Membership within the first 12 months, We reserve the right to charge a cancellation fee calculated as follows:

- **Premium or Premium+ Home Membership: a fixed cancellation charge of £50.**
- **Premium+ Home Membership (or Premium Home Membership with the No Fix, No Fee add-on) where You have received a refund under the No Fix, No Fee Benefit (clause 5.13.2) during the first 12 months: in addition to the £50 cancellation charge, repayment of the call out and labour charges refunded to You under that benefit (so that the total charge is the refunded call out and labour charges PLUS £50).**

5.10.2. You authorise Us to recover these sums immediately from the debit/credit card details We hold for You.

5.11. Where You cancel the Basic Home Membership, the annual Premium Home Membership or the annual Premium+ Home Membership in any Renewal Period after 14 days of the auto-renewal, **We reserve the right to charge a £30 cancellation charge.**

5.12. We may take payments for Your Home Membership by direct debit. Where You fail to make a payment for Your Home Membership by direct debit, **We reserve the right to use any card details we hold for You to take payment.**

5.13. ***Specific terms for the Premium+ Benefits***

The following terms apply only to the Premium+ Benefits (whether included in a Premium+ Home Membership or purchased as an add-on to a Premium Home Membership). Where there is any inconsistency between this clause 5.13 and the other terms of these terms and conditions, this clause 5.13 takes priority in respect of the Premium+ Benefits.

5.13.1. ***Boiler Service Benefit***

The Boiler Service Benefit entitles You to one Boiler service, for one Boiler at Your property, in each Membership Year. The Boiler service is carried out on the terms set out in clauses 4.2.9, 4.2.10 and 6.3, except that the following conditions also apply:

- **Qualifying period:** You become eligible to book Your Boiler service only after You

have made 4 consecutive monthly payments for Your Home Membership. If a payment is missed, the count of consecutive payments restarts from zero. Where You pay for Your Home Membership annually, You become eligible 4 months after the date on which You first joined Your Home Membership.

- **Booking Window (March to October only):** Notwithstanding clause 6.3, Your Boiler service may only be booked to take place between 1 March and 31 October (the "**Booking Window**"). Appointments cannot be booked for the period 1 November to the last day of February.
- **Booking process:** We may agree a preferred service month with You when You join. We will contact You by email before Your Boiler service is due to arrange an appointment within the Booking Window. It is Your responsibility to ensure that the email address We hold for You is current and to respond to Our booking requests.
- **One service per Boiler:** Once a Boiler service has been carried out under this benefit, a further Boiler service under this benefit will not be available for that Boiler until 12 months have passed since the date of that service.
- **No cash alternative, refund or rollover:** The Boiler Service Benefit has no cash value. If Your Boiler service is not carried out within the Booking Window in a Membership Year for any reason other than Our failure to offer You an appointment within the Booking Window (including where You do not respond to Our booking requests or are unable to attend an appointment), the benefit for that Membership Year is forfeited and You will not be entitled to any refund, credit or rollover.
- **Your Home Membership must be active:** The Boiler service will not be carried out if, at the time of the appointment, Your Home Membership has been cancelled or any payment due to Us is outstanding.
- **Scope:** The Boiler service includes the items listed in clause 4.2.9, together with visual safety checks and a service report. It does not include any repairs or remedial work, any parts, a Landlord Gas Safety Record (CP12), or any guarantee that Your Boiler will pass any inspection or test. If Our engineer finds that Your Boiler is faulty, You may be offered a repair in accordance with clause 4.2 at Our then current prices.

5.13.2. ***No Fix, No Fee Benefit (labour only)***

If You hold a valid Premium+ Home Membership (or have purchased the No Fix, No Fee Benefit as an add-on) at the time of Your Appliance or Boiler repair, the refund exclusions in clause 7.1 relating to work already carried out and to Our engineer having attended Your property are waived only in the following circumstance:

- **Eligibility:** Our engineer attends Your property but is unable to complete the repair because (a) the parts required are obsolete or unavailable from Our approved suppliers, or (b) Our engineer determines that the Appliance or Boiler cannot be repaired. This benefit does not apply where the parts required are available, including where they are delayed, on back-order or awaiting delivery.
- **The refund:** In that case We will refund the call out and labour charges You have paid for that visit. Parts and any other charges are not refundable under this benefit.
- **Exceptions:** No refund will be due, and Our standard charges will apply, where: the parts required are available (whether or not delayed); the fault is intermittent or is not present during the visit (no fault found); You decline a repair quote or advice given by Our engineer; the repair is uneconomical (beyond economical repair) but parts are available; or the repair falls within the exclusions applicable to the relevant Service in clause 4.2 (for example, poor installation or flood damage).
- **Usage limit:** This benefit is limited to a maximum of two (2) refunds in any Membership Year. Any further visits in that Membership Year are subject to Our standard terms.
- **Cancellation:** If You receive a refund under this benefit and then cancel Your Home Membership within the first 12 months, We may recover the call out and labour charges refunded to You together with the £50 cancellation charge, as set out in clause 5.10.1. If You have not received a refund under this benefit, only the £50 cancellation charge applies.

6. How We carry out the Service will depend on which particular Service You have purchased.

6.1. ***How We carry out Your labour only Appliance or Boiler Repair (as applicable):***

6.1.1. ***Your labour only Appliance or Boiler 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, (except for emergency Boiler Appointments).

You must provide adequate free parking for the engineer with good access to Your property and Our engineers must have good accessibility to the Appliance or Boiler (as applicable). If Your Appliance or Boiler does not have good accessibility We reserve the right to cancel the repair. If this is necessary You will not receive a refund.

You must ensure any working areas are clean, tidy and free of obstructions. Our engineer shall not provide the Service or any part of the Service if it takes the view it is not safe or practicable to do so.

After Diagnosis by Us or the engineer We determine that part(s) are required We will contact You in order to take payment for the parts if You wish to order them. The parts charge will include an administration fee by Us. The parts 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 Appliance or Boiler. Some parts may not be easily or obtained at all by some manufacturers due to the Appliance or Boiler type, model and age therefore this may incur a delay in the repair.

Your Appliance or Boiler 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 Appliance or Boiler repair contract (as applicable) will be required in order to proceed.

Limitation of liability

If the Appliance or Boiler is tightly fitted or required to be pulled out of its position, We cannot be held responsible for any damage to the surroundings.

6.1.2. ***Our repair guarantee for labour only Appliance or Boiler Repair (as applicable)***

We will re-perform any repair free of any charge if the same fault recurs within 90 days following Our repair of Your Appliance or Boiler (as applicable). This guarantee however, will not apply in the event that the same Appliance or Boiler defect occurs as a result of:

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

Changes applicable to engineer re-visits

If You request an engineer to re-visit and repair Your Appliance or Boiler but an unrelated fault is found to the original fault You will be **charged £99** immediately from the debit/credit card You paid from for Your original repair. You will also be **charged £99** if You miss or cancel Your appointment within 24 hours of the re-visit.

6.2. ***How we carry out your fixed price Appliance or Boiler repair (as applicable):***

6.2.1. ***Your fixed price Appliance or Boiler 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, (except for emergency Boiler Appointments).

You must provide adequate free parking for the engineer with good access to Your property and Our engineers must have good accessibility to the Appliance or Boiler (as applicable). If Your Appliance or Boiler does not have good accessibility We reserve the right to cancel the repair. If this is necessary You will not receive a refund.
You must ensure any working areas are clean, tidy and free of obstructions. Our engineer shall not provide the Service or any part of the Service if it takes the view it is not safe or practicable to do so.

After Diagnosis by Us or the engineer and the provision of initial Services to try to resolve your problem, if 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, but 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 Appliance or Boiler. Some parts may not be easy to obtain or possible to obtain at all from some manufacturers due to the Appliance or 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.

Limitation of liability

If the Appliance or Boiler is tightly fitted or required to be pulled out of its position, We cannot be held responsible for any damage to the surroundings.

6.2.2. ***Our repair guarantee for fixed price Appliance or Boiler repair (as applicable)***

We will re-perform any repair free of any charge if the same fault recurs within 90 days following Our repair of Your Appliance or Boiler (as applicable).

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

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

Charges applicable to engineer re-visits

If You request an engineer to re-visit and repair Your Appliance or 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 £99** immediately from the debit/credit card You paid from for Your original repair. You will also be **charged £99** if You miss or cancel Your appointment within 24 hours of the re-visit.

6.3. ***How we carry out Your Boiler Service***

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. Please note: if Your Boiler service is

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.

provided under the Premium+ Boiler Service Benefit, it may only be booked to take place within the Booking Window (1 March to 31 October) and is subject to the conditions in clause 5.13.1.

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 Your Boiler does not have good or safe accessibility, We reserve the right to cancel the Boiler service and You will not receive a refund.

You must ensure any working areas are clean, tidy and free of obstructions. Our engineer shall not provide the Service or any part of the Service if it takes the view it is not safe or practicable to do so.

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.

6.3.1. ***Our Boiler 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.
- 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.

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

6.3.2. ***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.

6.3.3. ***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.

6.3.4. ***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.

6.3.5. ***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, however any outstanding payments shall immediately become due for payment by You and must be promptly settled in full by You in cleared funds.

6.4. ***How we carry out Your Plumbing, Electrical, Locksmith and/or Pest Control Service***

6.4.1. ***Your Service 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 from Monday to Friday excluding UK Public Holidays, (except for emergency appointments).

You must provide adequate free parking for the engineer with good access to Your property and Our engineers must have good accessibility to Your property to provide the Diagnosis and/or further Services. If Your property does not have good accessibility We reserve the right to cancel the

provision of the Diagnosis and/or any further Services. If this is necessary, You will not receive a refund.

You must ensure any working areas are clean, tidy and free of obstructions. Our engineer shall not provide the Service or any part of the Service if it takes the view it is not safe or practicable to do so.

After Diagnosis by Us or the engineer and the provision of initial Services to try to resolve Your problem, if We determine what further Services are required, We will provide a quote and timescales for such further Services. If any 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 perform any required Services. Some parts may not be easily or obtained at all by some manufacturers and therefore this may incur a delay in the provision of further Services.

If You wish to receive any further Services following your Diagnosis and any Services provided in the initial 1 hour period, another Service contract will be required in order to proceed.

It is Your responsibility to ensure You obtain all permissions, permits, licenses or consents and/or any necessary planning permission prior to Us providing any Service at your property. We may refuse to carry out the Service if We have any reason to suspect We are not permitted to carry out the Service and We shall have no liability where such permissions, permits, licenses, consents or planning permissions have not been obtained. No refund shall be given in such circumstance and you agree to indemnify, defend and hold Us harmless from any losses, liabilities, damages, fees and expenses incurred as a result of claims that You did not obtain all such permissions, permits, licenses or consents.

If You are providing any materials or parts, You must ensure they are suitable to be used by Us in the provision of the Service. If, in our engineer's view they are not suitable, We will not be able to provide further Services and no refund will be given.
Where any parts are delivered to You, You are responsible for their safe keeping following delivery and you should ensure you have adequate insurance against loss or damage which may occur to such parts.

Charges applicable to engineer re-visits

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

6.4.2. ***Our guarantee for Our Plumbing Electrical, Locksmith and/or Pest Control Service***

We will re-perform any Service free of any charge if the same fault recurs within 90 days following Our initial provision of the Service.

Limitation of liability

We cannot be held responsible for any damage to Affected Items or to the surroundings where Affected Items are difficult to remove or access.

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

- Wilful damage.
- Your Use of any Affected Item otherwise than in accordance with the user instructions and/or any health and safety laws or regulations.
- Any tampering with, or alteration of, an Affected Item at, or part of, Your property by anyone other than Us.
- Work undertaken by You or on Your behalf, against Our or our engineer's advice or recommendations.
- Pest Control Services are only guaranteed for 30 days following the relevant treatment.
- In the case of Pest Control Services, sprays and treatments should be given time to take effect. We therefore recommend two weeks before an additional treatment is required. With the exception of wasp treatments (we usually advise two days for pesticides to take effect).

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.

7. Cancellation and variation

7.1. Your rights to cancel the contract

If you are a consumer customer, (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession), You can cancel this contract for a Service and/or Home Membership up to fourteen (14) days after You receive confirmation from Us about your Service and/or Home Membership and receive a full refund – Your "**cooling off**" period.

Where We have started to perform the Service 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.
- Where You took out a Home Membership in exchange for a discounted or free Service and cancel that Home Membership, the £50 cancellation charge in clause 5.10.1, which represents the discount You received on that 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.

The refund provisions below apply to all Services. If You hold the No Fix, No Fee Benefit (as part of a Premium+ Home Membership or as an add-on) and are claiming a refund under it, the specific overriding terms in clause 5.13.2 apply. Please note: Boiler services provided under the Premium+ Boiler Service Benefit are subject to the Booking Window and forfeiture terms in clause 5.13.1 and are non-refundable if not used.

You will receive a **full refund** if:

- In the case of a fixed price Appliance or Boiler repair, We cannot repair Your Appliance or Boiler (as applicable).
- 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.
- You cancel the contract in circumstances set out at clause 7.5 below.
- In the case of a fixed price Appliance or Boiler Repair, after 10 weeks from the date of Your appointment the part(s) required are still unavailable and Your Appliance or Boiler (as applicable) is inoperable either party has the right to cancel unless non-returnable parts have been ordered.
- In the case of a fixed price Appliance or Boiler Repair, upon investigation We cannot obtain spare parts from Our Suppliers to repair Your Appliance or Boiler (as applicable).

In the case of a **fixed price Appliance or Boiler Repair only,** You will **receive a refund less an £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 Appliance or Boiler (as applicable) and You do not wish to make any further payments.

In the case of a **fixed price Appliance or Boiler Repair**, You **will not receive a refund** if:

- You cancel Your fixed price Appliance or Boiler repair after Our engineer has diagnosed on site or over the phone and repaired Your Appliance or Boiler (as applicable) or is awaiting parts.
- If you cancel Your fixed price Appliance or Boiler repair and parts have been ordered or fitted.
- You have paid any additional amount for parts for Your fixed price Appliance or Boiler repair due to the parts and labour limit being exceeded. This includes any parts on order or those that become obsolete and also if the Appliance or Boiler (as applicable) becomes beyond economical repair during the provision of the Service.
- We send an engineer and there is no fault found with Your Appliance or Boiler (as applicable).
- You miss Your appointment and the engineer cannot gain access to the Appliance or Boiler (as applicable).
- If We reasonably believe that the health and/or safety of Our engineer cannot be guaranteed once on site. This includes but is not exclusive

to evidence of pests, appliance tampering or poor sanitation.

In the case of **labour only Appliance or Boiler repair** You **will not receive a refund** if:

- We send an engineer and there is no fault found with Your Appliance or Boiler (as applicable).
- You miss Your appointment and the engineer cannot gain access to the Appliance or Boiler.
- If We reasonably believe that the health and/or safety of Our engineer cannot be guaranteed once on site. This includes but is not exclusive to evidence of pests, appliance tampering or poor sanitation.
- You reject an offsite repair that may be required by Our engineer.
- A next Working Day appointment is cancelled by You.
- We have attended Your property in order to attempt to repair Your Appliance or Boiler. This does not apply where You are entitled to a refund under the No Fix, No Fee Benefit (see clause 5.13.2).
- You cancel Your Appliance or Boiler repair after Our engineer has diagnosed the problem either on-site or over the phone.
- If you cancel Your Appliance or Boiler repair and parts have been ordered or fitted.

In the case of a **Boiler Service**, You will **receive a refund** 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 7.5.

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.

In the case of a **Boiler Service** You **will not receive a refund** 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.
- The Boiler service is provided under the Premium+ Boiler Service Benefit and is not carried out within the Booking Window (see clause 5.13.1).

In the case of **Plumbing Services, Electrical Services, Locksmith Services and/or Pest Control Services** You **will not receive a refund** if:

- We send an engineer and no fault is found.
- You miss Your appointment and/or the engineer cannot gain access to Your property to provide the Service or any part of the Service.
- If We reasonably believe that the health and/or safety of Our engineer cannot be guaranteed once on site.
- You reject an offsite repair that may be required by Our engineer.
- A next Working Day appointment is cancelled by You.
- We have attended Your property in order to attempt to provide a Service You have requested.
- You cancel the Service after Our engineer has partly or fully diagnosed the problem either on-site or over the phone.
- You cancel Your Service and parts have been ordered or fitted.
- Any third parties are required to perform services prior to Us providing our Services and such third parties have not done so.
- You have failed to perform any recommended work prior to Our visit and, as a consequence, our engineer takes the view it would be inappropriate and/or unsafe to provide the Service.
- You fail to fully comply with any instructions given by Us prior to, during, or following the provision of the Service.

In the case of **Emergency Plumbing Services, Electrical Services, Locksmith Services and/or Pest**

Control Services You **will receive a refund** less an administration fee of £30 if cancelled.

All refunds will be processed via the debit/credit card You paid with, unless You are a commercial customer and have been invoiced, in which case we shall provide a refund via BACs transfer. Should the payment fail a cheque will be sent to You within 5-10 Working Days.

7.2. Our rights to cancel the contract

We may refuse to provide a Service and/or Home Membership 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 provide the Service.
- You do not, within a reasonable time, give Us access to Your property to enable Us to provide the Service.
- 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.

7.3. Your rights to make changes

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

If You are a consumer customer who has purchased a 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.

7.4. Our rights to make changes

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

7.5. Delay and cancellation due to factors outside our control

If We are prevented from providing a 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. Should the period of delay or non-performance continue for one month, You may terminate Your Service and receive a full refund for any Service or part of a Service that has not been carried out by giving written notice to Us.

Such events include, but are not limited to, war, threat of war, riot, pandemic, civil disturbance, strike, 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: www.go-assist.co.uk.

8.1. How we share Your information

We will share Your information with partners and companies acting on Our behalf to enable Us to provide the Service to You.

8.2. 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.

8.3. 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.

9. Governing law and Jurisdiction

This contract is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

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 repair, please contact Us at Go Assist Ltd, Unit 17 Branksome Business Park, Bourne Valley Road, Poole, Dorset, BH12 1DW or email us at customerservices@go-assist.co.uk and We will do Our best to resolve Your issue.

11. **Payment**

The price of the Service (which includes VAT) shall be payable at the time of booking, except where expressly agreed otherwise by Us in writing.

Where We have agreed in writing that We will invoice You for the Service, We will invoice You within 7 days following the completion of the Service. You must pay each invoice within 7 calendar days after the date of the invoice.

If You do not make any payment to Us by the due date, We may charge interest to You on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

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.

12. Other important terms

12.1. **Liability for damage caused by Your continued use of Your Appliance, Boiler, or Affected Item**

We will not be liable for any further damage that is caused by You using Your Appliance, Boiler or Affected Item (as applicable) after requesting a Service from Us i.e. We will repair the damage to Your Appliance, Boiler or Affected Item to the limit stated for the original problem You contacted Us in respect of only.

12.2. **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.

12.3. **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 of Us will need to get the agreement of any other person in order to end the contract or make any changes to these terms

12.4. **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.

12.5. **Waiver**

Even if We delay in enforcing this contract, We can still enforce it later at any time. 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 breach of 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.

SCHEDULE

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if You are a consumer customer and You wish to withdraw from the contract)

To Go Assist Limited, Unit 17 Branksome Business Park, Bourne Valley Road, Poole, Dorset, BH12 1DW, 0333 733 1234, customerservices@go-assist.co.uk.

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

Type of Service: _____

Ordered on: _____

Name of Consumer: _____

Address of Consumer:

_____

_____

_____

Date _____