Padly
Terms & Conditions
for Boiler Installation Services

Padly Terms and Conditions for Boiler Installation Services

1. About our Services

These terms relate to the Boiler Installation Services We provide (the "**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 t/a Padly, a company registered in England and Wales (with company number 08668025) and our registered office is at Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.

Padly is registered by Gas Safe Registration number 660262.

We treat all information supplied by customers as confidential. We will only pass on information to fulfil the obligations set out within these terms and conditions. Go Assist t/a Padly is registered with the Information Commissioners Office (ZA125147).

Go Assist t/a Padly is authorised and regulated by the Financial Conduct Authority, (FRN 805259) We are a credit broker and not a lender and offer credit from a panel of lenders. We may receive commission if Your application is successful and the amount may vary depending on the type of Boiler chosen and the amount of credit taken out. Credit is subject to status and affordability, not subject to application and status.

2.2. How to contact Us

You can contact Us using the following methods:

- Email: hello@padly.co.uk
- Post: Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY.
- Phone helpline: 0333 7331234.

Our office hours are 9am to 5.30pm 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: the boiler you purchase from Us and which will be installed in the provision of the Services

Quote Tool: Our online quote tool which will offer You a fixed, online price for the Boiler installation Services.

We, Us, Our: Go Assist Limited t/a Padly, the provider of Your Services.

Working Day: Monday to Friday excluding Bank Holidays.

You and Your: the individual named in Your application for the provision of the Services.

4. Our contract with you

4.1. Our online Quote Tool and how we will accept Your order

We provide an online Quote Tool which will offer You a fixed, online price for the Boiler installation Services, based on the information You provide about Your property and existing heating system. You will be presented with a selection of Boiler products from which You can choose a replacement boiler.

The Boiler You have chosen will be provided as part of a standard, itemised package and will include installation by Gas Safe certified engineers. You will have the option to opt for a standard package or to purchase additional products or accessories as part of a bundle.

If You decide to accept the quotation provided, You can select your preferred installation date through the booking calendar. Upon selecting the installation date, You will then need to provide Your

contact and payment details. Payment must be secured in advance of the installation, either by credit/debit card, PayPal, or an approved and acceptable finance agreement. Once payment has been received, the order will be passed to the scheduling team and You will receive confirmation via email and/or telephone from Our team.

Once the order is accepted by us, a contract between You and Us will be established and be subject to these terms and conditions, referred to as the "**contract**".

If You do not agree to these terms, please do not use or access Our website. If You have any questions about these terms, please reach out to Us.

By placing an order, You are confirming that You are the owner of the property listed in the quotation (or email confirmation), or that You have obtained permission from the owner for receipt of the Services.

Quotations provided are only valid and fixed on the basis that the information entered into the Quote Tool is accurate and truthful. In the event that any information provided by You is found to be false or inaccurate upon the site visit, the installation will be suspended and a member of the team will contact You to provide a revised quotation based on the correct information. You may be charged a cancellation and reattendance fee of 20% of the price of the order including VAT. If You decide to proceed with the revised quotation and make the necessary payment arrangements, a new installation date will be scheduled. It may not always be possible for the new installation date to be the same as the original date. If You choose not to proceed, the order will be cancelled and a full refund will be issued.

You may be charged a cancellation and reattendance fee of 20% of the price of the order including VAT if any information provided by you is false or inaccurate.

The quotation and ordering processes offered are for personal use only. To place an order through the website, You must be at least 18 years old. The website may not be used for commercial purposes.

Please note that We reserve the right to refuse or cancel any order at Our discretion.

4.2. Our Products

We will offer suggestions for Boilers and accompanying components based on the responses provided by You in the form questions.

You hold the ultimate responsibility to guarantee that the chosen Boiler and accessories match the necessary dimensions, power, and performance criteria. Detailed information about each Boiler and accessory can be found during the final checkout step.

4.3. Photographs provided by You

After placing an order, You will be asked to submit photos of Your current boiler, flue, and other relevant items and parts as part of the order confirmation process. This process is automated, and the upload link includes help and guidance for You.

If You are unable to upload the photos, You can instead email them to hello@padly.co.uk with the order number as reference. If photographs cannot be provided, You must inform Us by phone or email.

Please note that the photos must be submitted no later than 24 hours before the scheduled installation, and ideally as soon as possible after submitting Your order if the installation is booked for the next day. Failure to provide the required photos may result in a delay or cancellation of the order.

It is Your responsibility to not upload inappropriate or offensive content, and doing so may result in legal consequences.

4.4. How We will communicate with You

During the installation process We will stay in touch with You through email, text message and telephone. While there may be occasional instances where We will need to reach out to You with important, unexpected information, our general method of communication will be as follows:

- Email confirmation of the order
- Confirmation phone call and text message after placing an order
- Request for photo upload through email and/or text message
- A courtesy reminder the day before the installation date
- Post-installation satisfaction survey
- A chance to review request link sent via email

- Follow-up documentation via email, including relevant boiler registrations
- Service reminders and offers via email or phone call if applicable.

Before Your installation, Go Assist will share Your contact and address information with Your designated installation engineer and suppliers, should they need to reach out to You for reasons such as arrival time, access, or technical queries. After the installation is completed, this information will no longer be accessible to engineers or suppliers. How the information is treated and retained after that point is the responsibility of the designated engineer.

4.5. Dealing With the Padly Team

We understand that getting a new boiler installed can be a difficult time. However, We will not tolerate any form of abusive or threatening behaviour towards Our staff through any means of communication. If Our team is subjected to this kind of treatment, the order will be cancelled immediately, and any associated cancellation fees will apply. You may be required to pay the cost of the engineer, a 10% restocking fee for parts and the full price of any parts which are non-returnable. In such cases, a full refund and/or cancellation of any financing arrangement will be made by Us. Any severe instances of abuse or threats against Our team members will be reported to the proper authorities.

Cancellation fees may apply where we cancel an order due to threatening behaviour. This may include the cost of the engineer, a 10% restocking fee for parts and the full price of any parts which are non-returnable.

4.6. How To Pay

To confirm an installation date, You must complete the payment process within two hours of selecting a date. If the payment process is not finished within this period, We reserve the right to offer an alternative installation slot.

- Credit/Debit Card: We accept all major credit/debit cards, including American Express, and will process the full payment at checkout. Card transactions are processed securely through our payment merchant.
- Finance: Padly acts as a credit broker and not a lender. Credit applications are passed to a panel of lenders and decided by them.

4.7. Application Process for Finance

You will have an option for paying in full by card or with finance after We have quoted for the Services. We will email You a finance application form from our panel of lenders.

4.8. Cancellation Rights for Finance Applications

Your statutory consumer rights, if You take out finance in order to pay for Your services with Padly, include a cooling off period of 14 days whereby You are able to cancel Your finance agreement. Please see clause 5.1 for further information about Your rights to cancel. Any payment due from You should be paid via card or BACS within 72 hours of cancelling Your finance agreement. If You choose not to pay, We will take legal action to recover any remaining payment due.

4.9. Finance Application Information

- All deposits must be paid before any installation begins.
- If You choose to exercise your cancelation rights for Your finance prior to installation You will need to inform Us immediately so We can cancel Your installation unless You pay the remaining balance by card in full.
- We have no visibility or control of any decisions made regarding Your finance application.
- You will most likely be asked to complete a ‘satisfaction’ notice by Your lender. Please complete this form as soon as possible after Your installation. If there are any issues with this please inform Us immediately. We may disagree with an incomplete or delayed ‘satisfaction notice’ and We will issue an invoice for any remaining balance due and reserve the right to take legal action to recover any outstanding amounts. You must pay the invoice within 7 calendar days after the date of the invoice.

4.10. Cancelling Your Installation

You can cancel your Boiler installation Services at any point before the installation has begun. Please contact Padly on 0333 7331234 to cancel Your booking or email hello@padly.co.uk.

4.11. Additional Terms

We may offer a choice of additional products which You can opt to purchase. Some products will mean that Our standard items we would normally fit will be replaced. Some products will require Wifi and broadband. It is not the responsibility of Padly to set up accounts that may be required by some of the manufacturers. Please contact the relevant manufacturer for guidance in setting up any required actions.

The central heating pump size we offer is 15-50/65, if You require a larger pump please call Us for a quote. Zone vales are intended for 22mm connections. If You need larger sizes please call Us for individual pricing.

Go Assist will as standard include a chemical flush for Your system. You can also opt to have a power flush which will require the installer to have free access to all radiators. Those radiators that are not accessible will not receive treatment from the power flush and no refund on any omitted radiators will be offered. We offer a 12-month warranty on the power flush from the point of completion.

4.12. Installation of Your Boiler

What Padly Will Do:

All of the heating installation work is carried out by sub-contracted engineers who have been thoroughly vetted by Padly. They are fully qualified, Gas Safe registered, and possess all necessary documentation and insurance.

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.

Your Obligations

What Customers Will Do:

You must provide good access to Your property and Our engineers must have good accessibility to the location for the Boiler. If good accessibility is not provided, We reserve the right to cancel the Boiler installation Services. If this is necessary You will not receive a refund.

You must ensure a safe and respectful workplace for the personnel attending the installation site during the execution of the contract. 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. If any rude, abusive, or unsafe conditions are encountered, the personnel may leave the property at their discretion. In such cases, We will decide if a reattendance is required and the charge for it. You may be required to pay for the cost of the engineer's reattendance and for any parts which have been used or are non-returnable. No refund will be provided to You in the event of a site being evacuated due to safety concerns, abuse, or rudeness.

You may be required to pay for the cost of the engineer's reattendance and for any parts which have been used or are non-returnable.

It is Your responsibility to obtain any necessary permits, licences, or permissions required to authorize the work before Padly's or an engineer's attendance. This includes obtaining consent from landlords, building managers, leaseholders, and any covenants related to listed buildings or conservation areas.

In advance of Padly or an engineer attending your property, it is Your responsibility to undertake a party wall agreement with any neighbouring properties where required.

You must ensure there is adequate vehicle parking for the installer to park their vehicle within thirty meters of the property entrance. Any charges for parking or permits are to be paid for and arranged by You or reimbursed to Padly.

4.13. Our guarantee for Boiler installation Services

We will re-perform any Boiler installation Services free of any charge if a fault occurs within 90 days following Our installation of Your Boiler.

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

- Wilful damage.
- Your Use of Your 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 Boiler by anyone other than Us.

- A fault in the Boiler, 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 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.

5. Cancellation and variation

5.1. Your rights to cancel the contract

As 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), including where you have entered into a finance agreement, You can cancel this contract for the Services up to fourteen (14) days after You receive confirmation from Us about your Services and receive a full refund – Your "**cooling off**" period.

Where We have started to perform the Services 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:

- You cancel with Padly 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 5.5 below.

Please note You will receive a refund less an £89 administration and call out charge if a next Working Day appointment is cancelled by You.

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

5.2. Our rights to cancel the contract

We may refuse to provide the Services 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 Services.
- You do not, within a reasonable time, give Us access to Your property to enable Us to provide the Services.
- 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.

5.3. Your rights to make changes

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

5.4. Our rights to make changes

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

5.5. Delay and cancellation due to factors outside our control

If We are prevented from providing the Services 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 Services and receive a full refund for any Services or part of the Services 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.

6. 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: https://www.padly.co.uk/small-print/privacy-policy-e.

6.1. How we share Your information

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

6.2. 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.

6.3. 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.

7. Intellectual Property

Padly's trademarks and other intellectual property are protected and cannot be duplicated or reproduced.

All photos and images of Boilers and/or parts featured on Our website and company materials are the intellectual property of Padly, protected by copyright law, and all rights are reserved. Any unauthorized use of these images without obtaining prior written consent from Us is strictly prohibited and will result in legal and financial consequences, including charges and compensation for any profits made by the infringer or losses incurred by Us. To determine the copyright status of an image, kindly contact marketing@go-assist.co.uk.

8. Other Terms

We reserve the right to make changes to these terms and conditions so please keep an eye on Our website for any changes. We may also temporarily or permanently modify or discontinue the quoting and ordering platforms, and We will not be liable to You or any third party for any modifications or discontinuations.

Any reviews or comments made by members of the public on the website represent their own opinions and do not represent the specifications or advice provided by Padly about the products or services We offer (including the Services).

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.

9. Governing law and Jurisdiction

This contract is governed by the laws of England and Wale and any disputes will be handled by the courts of England and Wales if your property is in England or Wales, and by the courts of Scotland if your property is located in Scotland.

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 t/a Padly, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY or email us at hello@padly.co.uk and We will do Our best to resolve Your issue.

11. Other important terms

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. Legal and Statutory Rights

Nothing in this contract changes Our legal rights or powers. Nothing in this contract affects any of Your statutory rights that cannot be limited by law.

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 t/a Padly, Enterprise House, 21 Oxford Road, Bournemouth, Dorset, BH8 8EY, 0333 733 1234, hello@padly.co.uk

I/We hereby give notice that I/We cancel my/our contract for the supply of the Boiler installation Services:

Ordered on: _____

Name of Consumer: _____

Address of Consumer:

_____

_____

_____

Date _____