

Boiler Servicing

Boiler services booked through BoilerJuice.com are arranged by MyBoilerService.com, a division of Westfield Digital Solutions.

1. Definitions and Interpretation

1.1 The following definitions, unless the context requires otherwise, apply to these Conditions:

"we", "our" or "us": means Myboilerservice.com, a division of Westfield Digital Solutions, a company registered in England and Wales under company number 7814907, with its registered address at LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambs PE27 4AA.

"you" or "your": the person, company or other type of organisation that obtains a quote for boiler servicing;

'Customer' means - person, persons, companies or other organisations using the Services of the Company in order to be introduced to and/or use the services of Boiler Service Engineers;

"Myboilerservice.com" means our website at www.Myboilerservice.com, and the services which are (from time to time) accessible at our website

"Conditions": means these Terms & Conditions;

"Supplier": means the boiler service engineer or company that enters into a Contract with you to provide the Service;

"Supplier Conditions" means the terms on which the relevant Supplier will supply the Service to you;

1. Introduction Service: Boiler/Aga Servicing

1.1 You can use Myboilerservice.com to obtain free, no obligation quotes for a boiler/aga service. These Services are not provided by us or on behalf of us but are provided by third parties over whom we do not have any control. Myboilerservice.com does not recommend or endorse any specific Supplier. It is your responsibility to satisfy yourself that you wish to obtain the Service before doing so.

1.2 If you wish to proceed with a boiler/aga service using an engineer introduced via the website, details of your request will be passed to a local boiler service engineer (in the area where you are based) who will contact you to arrange a mutually suitable time for the Service to be undertaken. If this cannot be arranged the order is cancelled with no fee payable.

1.3 If you wish to proceed with the boiler/aga service by the relevant engineer, you will be contracting with them on the basis of the engineer's terms and conditions. It is your responsibility to ensure that you understand and agree with those terms and conditions before entering into a contract to obtain that Service. We are not responsible for any loss or damage you may suffer or incur in connection with the terms and conditions or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions or the provision of the Services. We do not vet or inspect the relevant Service providers other than to validate their registration with either Oftec or Gas Safe Register when they join MyBoilerService.com and in this regard we operate akin to a directory. It is your responsibility to satisfy yourself that you are happy for the engineer to carry out your boiler

service. It is recommended that prior to the service being carried out, you ask the engineer to provide you with his identity card and valid registration with either Oftec or GasSafe.

1.4 Prices for the Services are set by the relevant service engineer based on a standard non condensing boiler or AGA. The final charge will depend on the work carried out and any replacement parts installed. We cannot accept liability for any issues arising from any charges incurred by you in connection with the Services.

1.5 You will pay the service engineer directly. No payment details will be requested from us at any time. We merely provide an introductory service and we receive a fee from the relevant Service provider for facilitating the introduction to you.

1.6 For the avoidance of doubt the responsibility for all aspects of quality and safety of the boiler/ aga service rests with the Service provider and not with us. Any questions or complaints should be raised directly with the relevant Service provider.

1.7 A service is booked on the understanding that the boiler is in working order. If, when you speak to the engineer you advise him that the boiler is not working or if he attends your property to find it is not working he reserves the right to vary his price to a callout charge plus the cost of any subsequent work required.

2. General

2.1 Written Communications

Applicable laws require that some of the information or communications we send to members should be in writing. When using Myboilerservice.com, you accept that communications with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on Myboilerservice.com. For contractual purposes, you agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your legal rights.

2.2 Notices All notices given by you to us must be given to Westfield Digital Solutions at customer.services@Myboilerservice.com or Suite 1 LDH House, St. Ives Business Park, Parsons Green, St. Ives, Cambs PE27 4AA. We may give notice to you at the e- mail address provided to us when requesting a quote or booking a Service. Notice will be deemed received and properly served immediately when posted on Myboilerservice.com, 24 hours after an e-mail is sent and in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

2.3 Events outside the control of Myboilerservice.com

2.3.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that are caused by events outside our reasonable control (each a "Force Majeure Event").

2.3.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) strikes, lock-outs or other industrial action;

(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

2.3.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the contract may be performed despite the Force Majeure Event.