



Appliance Service Guarantee

We are: It's OK Ltd (company registration number 10196140). VAT registration number 27684938).

Our registered address is: The Old Farm, Trolliloes, Hailsham, England, BN27 4QR.

We can be contacted in writing at: It's OK, PO Box 244, Hailsham, BN27 9EU. By Telephone: 0800 0291 793, or by email: helpdesk@itsokuk.com.

Our office opening hours are Monday to Friday 9am until 5pm. We are closed on bank holidays.

Welcome to **It's OK**. This document contains a lot of information some of which is legal in nature. We have tried to make this as clear as possible and would encourage you to read this carefully before becoming a member and receiving our Services. When you become a member and receive our Services you agree to be bound by this agreement.

Meanings of words used by us

"agreement" is a reference to the agreement we have in place with you to provide Services and which is set out in this document;

"Data Protection Legislation" means (i) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws including the Data Protection Act, 2018, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;

"Goods" is a reference to any goods which we may offer for sale from our Website from time to time;

"I/OK", "we", "us" and "our" are references to It's OK Ltd;

"Service Fee" means the fee payable for the Services and which is calculated in accordance with the Service Agreement;

"Privacy Policy" means the policy displayed on our Website which details how we collect and store your personal data;

"Service(s)" means the services that we provide on the appliances that you have asked us to service;

"Guarantee" means the repair service guarantee that we offer to members who have received a service on their appliance by us;

"you", "your" and "yours" are references to you the person named on the Invoice Form and receiving Services from us;

"Website" means www.itsokuk.com.

Contract for Services

1. This service and guarantee is not categorised as an insurance product and therefore insurance regulations do not apply. This service and guarantee is a contract to provide services and is governed by UK laws and regulations concerning service contracts.
2. We are not authorised by the FCA or FSA as we do not market, sell or provide any insurance products to our customers.
3. This Service and Guarantee forms an agreement between you and It's OK Limited for the servicing of your chosen appliance.
 - 3.1 You must be 18 years or over in order to use our Service.
 - 3.2 You promise that you are the owner (or are authorised by the owner) of the appliances which are being serviced.
 - 3.3 You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of registration and are not false or misleading or misrepresent your identity. You must provide us with valid and complete contact details and a valid email address. Any material changes to this information, including any change of address or contact details, must be notified to us as soon as possible.

What is covered in your Guarantee

4. Repair or Replace

- 4.1 Where one of your appliances is suffering from a fault you must report the fault within 14 days of the fault occurring to us using the dedicated telephone number notified to you for this purpose or you can email us at repairs@itsokuk.com. We will discuss the fault with you and make an assessment as to whether the fault can be fixed by one of our approved engineers. Where we consider that it can be fixed, then we will book a convenient time for our engineer to visit you and repair the appliance. Please note if the fault is reported after 14 days of the fault occurring, we reserve the right to request a contribution towards the repair or to reject the application.
- 4.2 If following your report of the fault, we consider that it is not economical to repair the appliance then we will, at our absolute discretion, replace the appliance for a new appliance which is similar in specification to the original appliance subject to the following limits per appliance per fault: -
 - Washing Machine – Up to £500
 - Washer/Dryer - Up to £500
 - Tumble Dryer - Up to £500
 - Fridge Freezer - Up to £500
 - Fridge - Up to £500
 - Freezer - Up to £500
 - Oven - Up to £500
 - American Style Fridge/Freezer – Up to £750
 - Range Cooker – Up to £750.00
- 4.3 Please note that replacement will be on a "like for like" basis taking account of the specification and age of the appliance, subject to the financial limit specified above. In some cases, depending upon the age and condition of the appliance to be replaced, we may request that you pay a contribution towards the cost of the replacement appliance. We will agree this with you in advance prior to agreeing to replace the appliance.
- 4.4 Please also note that the repair and replacement service will be offered to customers on a case-by-case basis and completely at our absolute discretion.
- 4.5 If your appliance is replaced this will make your current service guarantee obsolete.
- 4.6 The repair and replace service offered to customers is strictly a non-insurance product. Our products and services are not underwritten by any insurance policies.

4. Home Visits

- 5.1 We will do our best to arrange your appointment on or as close to your specified date for a home visit. This will be during our usual business hours which are 9am to 6pm Monday to Friday. We are closed on bank holidays.
- 5.2 You must ensure that you or your nominated representative who must be over 18 years old is present when we visit your home and that we can gain access to your property in order to provide the Services to you. Any representative that you nominate must be in a position to provide our engineer with instructions where this is required.
- 5.3 Our engineers are instructed not to continue to work at premises where there is a health and safety risk such as hazardous chemicals, verbal or physical abuse, harassment or pest infestation.
- 5.4 If we attend your home on the agreed date and at the agreed time but we cannot gain access or our engineer believes there is a risk to health and safety then we reserve the right to charge you an aborted home visit fee.
- 5.5 If an engineer attends your property to carry out the agreed service on the agreed date and at the agreed time but we cannot gain access or our engineer believes there is a risk to health and safety. Then you will be charged a revisit fee of £60.00.
- 5.6 In rare cases it may be necessary for us to cancel and re-arrange a home visit. In such cases we will provide you with as much notice as possible and offer you the next available appointment.
- 5.7 If you need to cancel and re-arrange a home visit please contact us as soon as possible. Where you provide us with less than 24 hours' notice an aborted home visit fee may be chargeable.
- 5.8 Please note our engineers are instructed not to carry out any work unless pre-approved by us. We reserve the right to charge you for any unauthorised work carried out.
- 5.9 Any repairs that are required from faults found from carrying out our service will need to be paid for upfront before the engineer is authorised to carry out the repair.
- 5.10 Any fault found and reported to us by the engineer will be documented on your report. The engineers report will be final.
- 5.11 The service report will be available on your account within 7 working days.

What is NOT covered in your Guarantee

5. The Guarantee does not cover appliances which are subject to the following:
 - 5.1 Pre-existing faults: any faults, malfunctions or design faults which were present at the time you had the Service are not covered. This will be recorded on your service report.
 - 5.2 Appliances which are the subject of a manufacturer's recall notice.
 - 5.3 Accidental damage.
 - 5.4 Component replacements such as replacement batteries, fuses, bulbs or other similar components are not covered.
 - 5.5 Cosmetic damage or minor damage such as dents, scratches and broken glass.
 - 5.6 Deliberate damage, misuse or abuse.
 - 5.7 Damage which is normally covered by insurance such as damage caused by extreme weather conditions, flooding, fire, explosion or theft.
 - 5.8 Damage caused by anyone but us.
 - 5.9 Loss or damage caused by internet connections.
 - 5.10 Damage caused by software which is downloaded to the hard drive without our consent.
 - 5.11 Damage caused by power surges or any interruption, failure or disconnection of mains services to your home including a gas leak;
 - 5.12 Damage which is caused by a fault which is not connected to the appliance such as the plumbing, drainage or a failure to following manufacturer guidelines.
 - 5.13 Appliances which have the benefit of a manufacturer's warranty or guarantee will not be covered under the Guarantee whilst the warranty or guarantee is still valid.
 - 5.14 Where we have reasonable grounds to believe that you have acted fraudulently we reserve the right to cancel your Guarantee and to refuse to provide you with cover. In such cases, we shall have the right to recover from you all reasonable costs that we incur as a direct result of your conduct and report the matter to the police.

What we do with Your Information

6. How We Use Your Personal Information (Data Protection)

- 6.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 6.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from <https://isokuk.com/dataprotectionstatement>
- 6.3

Complaints about our Service or Goods

7. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 working days. All complaints should be addressed to helpdesk@isokuk.com. In the event of a dispute between us you may refer the dispute to the EU Online Dispute Resolution Platform by going to <https://webgate.ec.europa.eu/odr>.

DISCLAIMER AND LIMITS TO OUR LIABILITY

9. LIMITATION OF LIABILITY

- 9.1 IF WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE TO YOU SUCH LIABILITY IS LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE RELEVANT SERVICES OR GOODS. WE EXCLUDE LIABILITY FOR LOSSES THAT WERE NOT FORESEEABLE TO BOTH PARTIES WHEN THE CONTRACT WAS FORMED AND LOSSES THAT WERE NOT CAUSED BY ANY BREACH ON OUR PART. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO PERSONAL INJURY OR DEATH ARISING AS A DIRECT RESULT OF OUR NEGLIGENCE.
- 9.2 WE SHALL NOT BE HELD LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING SERVICES OR SUPPLYING GOODS WHERE SUCH FAILURE ARISES AS A RESULT OF ANY ACT OR OMISSION WHICH IS OUTSIDE OUR REASONABLE CONTROL SUCH AS AN ACT OF GOD OR THOSE OF THIRD PARTIES.
- 9.3 THE PRODUCTS SOLD BY US ARE PROVIDED FOR PRIVATE DOMESTIC AND CONSUMER USE ONLY. ACCORDINGLY, WE DO NOT ACCEPT LIABILITY FOR ANY LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF DAMAGE TO PROPERTY AND/OR LOSS FROM CLAIMS OF THIRD PARTIES ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES PURCHASED FROM US.
- 9.4 ANY OF THE APPLIANCES REPLACED BY US AS PART OF THE GUARANTEE ARE NOT MANUFACTURED BY US AND AS SUCH WE ARE NOT LIABLE FOR THE APPLIANCE.

General legal points

10. General

- 10.1 We may subcontract any part or parts of the Services that we provide to you from time to time and we may assign or novate any part or parts of our rights under this agreement by giving you written notice.
- 10.2 Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.
- 10.3 In the event of any conflict between this agreement and any other term or provision, this agreement shall prevail.
- 10.4 If any term or condition of our agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the agreement shall continue in force without such term or condition.
- 10.5 This Agreement shall be governed by relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the agreement.

No delay or failure on our part to enforce our rights or remedies under the agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.