

VOKERA (NEW) AFFINITY UK

TERMS & CONDITIONS 2015

1. **The Vokèra Affinity Reward Programme** (*The Scheme*) is being operated by Vokèra Limited, Borderlake House, Unit 7, Riverside Industrial Estate, London Colney, Herts AL2 1HG, United Kingdom (Vokèra)
2. **Definitions**
 - a. The Affinity Scheme - Is a long term promotional reward programme operated by Vokèra.
 - b. Affinity Points - Are notional points awarded in exchange for purchases of qualifying Vokèra products.
 - c. Rewards - Are a range of goods and services which may be obtained by redeeming Affinity points.
 - d. Affinity Account - Is a personal account in which individual members accrue Affinity points.
 - e. Members - Are individuals not companies.
 - f. The Affinity website and the Vokera App - are the primary operational platforms for The Scheme. Affinity points balances; lists of rewards; rewards redemption, terms and conditions and all other scheme benefits are all accessible through either the Affinity website located at www.vokeraaffinity.co.uk or the mobile app which is available on the App store and Google play
 - g. Claims - The process of registering the Vokèra product installation for Affinity Points (if product is eligible), Gas Safe Notification (for gas boilers only) and extended warranty. Affinity Points will be added to the members Affinity Account through provision of a product serial number and unique Affinity claim code, which can be found within every Vokèra product box. All boilers (except those installed on Social Housing contracts) are eligible for free Gas Safe Notification, but not all boilers are eligible for Affinity points (Condition 8b)
 - h. Redemption - Is the process of exchanging Affinity points for a reward or rewards.
 - i. Gas Safe Notification – the process of Vokèra notifying the Gas Safe Register of your boiler installation www.gassaferegister.co.uk
 - j. Extended warranty – the process of registering the installed boiler with Vokèra and in turn our extended warranty partner, Domestic and General Group Limited www.domgen.com, to validate the full term of the product warranty, subject to terms and conditions.
 - k. The Scheme administrator – Is Vokèra and/or its nominated agents
3. **Eligibility**
 - a. Membership in The Scheme is only open to registered trading installers who are bona fide Gas Safe Registered heating engineers bound by the terms and conditions of Gas Safe, who are resident in, and whose normal place of business is, within the Mainland UK and Northern Ireland. Your registered Gas Safe address must be the address the Affinity account is registered to.
 - b. Affinity is open to installers only, we classify installers as those installing no more than 20 boilers in any month. Those purchasing more than this quantity are classed as contractors and may not be eligible for Affinity Points.
 - c. Those installers with links to wholesalers/distributors/merchants are not eligible for Affinity points where purchases have been made through or in association with those linked wholesalers/distributors/merchants.
 - d. Membership to the scheme is by invitation, and Vokèra reserve the right to withhold or cancel scheme membership to any persons or party entirely at their sole discretion.
 - e. By accepting membership in the scheme all participants agree to the Terms and Conditions of the scheme as outlined hereunder.
4. **How to Register**
 - a. Details of the process for registration can be found on the Affinity website or by downloading the Vokera App and on promotional literature displayed in participating Plumbers Merchants.
5. **Duration**
 - a. The Scheme will operate from 1st June 2006 until further notice.
 - b. Vokèra will endeavour to provide 3 months advance notice of termination of The Scheme. But reserve the right (Condition 13a) to terminate the scheme at any time.
 - c. Redemption of Affinity points for rewards must be made within 3 months of the scheme end or such other time as notified by Vokèra.

6. Affinity Points & Claims for Affinity points

- a. Affinity points may only be claimed against bona fide and approved purchases of qualifying Vokèra products (Condition 8b) made after the date of approved member registration in to The Scheme, and prior to The Scheme cessation.
 1. All claims require a **product serial number** and **Affinity claim code** - these details are available on paperwork marked **FOR THE INSTALLER** within the product box
- b. All claims are made by entering the product serial number and Affinity claim code into the claim form within the members area on the Affinity website and also within the Vokera App
- c. You must be online to complete a claim, postal claims will not be accepted – any questions relating to the claims process should be directed to the Affinity support team on 01727 744 044 or **email: affinitysupport@vokera.co.uk**
- d. Reward points for qualifying claims should normally appear within your account balance immediately, however you may need to allow up to 2 days if you have a made a claim via the Vokera App which is not online.
- e. If your Gas Safe membership expires then your Affinity account will be suspended for further claims until Vokèra receive confirmation from Gas Safe that your membership is reinstated. If your Gas Safe membership is not reinstated you have six months from your Gas Safe membership expiration to redeem any valid Affinity Points (Condition 6m) within the account, after this time these points will be forfeit and your Affinity account closed.
- f. The cash value of an Affinity point is 0.0001p
- g. Claims must be made within the duration of the scheme and within 30 days of installation.
- h. Purchases of products which have received contract support, or any other form of discount or promotional support from Vokèra directly or indirectly may not qualify for Affinity Points but will still be eligible for free Gas Safe notification (excluding Social Housing contracts).
- i. Vokèra reserve the right to review and reject any claims for Affinity Points entirely at their sole discretion.
- j. Affinity Points will accrue in an Account nominated to an individual member.
- k. Affinity Points may not be transferred to another member.
- l. Affinity Points accumulated in this scheme may not be transferred to any other Affinity Reward Scheme
- m. Affinity Points are valid for redemption for 12 months from the date the claim which earned them was uploaded to the Affinity account or 3 months after the scheme end, whichever is soonest, or before such other date as set out by Vokèra. Vokèra provide prior warning 2 months before points expire, i.e. at month 10 and month 11. Once expired, they will be deducted from the Affinity account.
- n. Any Affinity Points left in a members Account at cessation of the scheme or should a member withdraw from the scheme will be forfeit.

7. Affinity Accounts

- a. Members will accrue Affinity points in an Affinity account, held on a central database and accessed via the dedicated Affinity website or the Vokera App.
- b. Members may access their Affinity account at any time via the Affinity website or the Vokera App.

8. Qualifying Product Sales

- a. Only qualifying sales of eligible Vokèra products purchased by installers qualify for Affinity points.
- b. A list of qualifying and eligible products and their Affinity point's values will be maintained on the Affinity website or may be superseded by your personal Affinity points values as stated in your Affinity promotion area.
- c. Vokèra reserve the right to amend the list of qualifying products and point's values entirely at their discretion and without prior notice.
- d. Affinity point's values vary according to the product, range and model.
- e. A contract supported sale may not qualify for any Affinity points. A contract sale is any product/package that has additional support from either Vokèra or the supplying merchant that is additional to normal trading terms and conditions.
- f. Products purchased under special discount arrangements or as part of contract arrangements may not qualify for Affinity points.
- g. Purchases of part systems, product exchanges, warranty claims or spares do not qualify. Nor do sales of products which are subsequently returned for any reason.
- h. Only purchases by bona fide Gas Safe Registered heating engineers who are members of The Scheme qualify for Affinity points.

9. Data Protection & Personal Data

- a. By becoming a member of the scheme, members agree that their personal details may be held on an electronic database.
- b. Members personal information will by necessity be shared with
 1. Third Party Suppliers of rewards in order to ensure delivery of their reward and any subsequent warranties that ensue.
 2. The Gas Safe Register as part of the Gas Safe notification process and the members obligation to their terms and conditions
 3. Domestic and General for boiler warranty registrations
- c. By becoming a member of the scheme members are obliged to ensure that all information supplied to Vokèra is bona fide, up to date and accurate.
- d. Members must advise Vokèra immediately of any changes to their address, employment, or personal data.
- e. Unless members specifically "opt out" they also agree that their data may be used by Vokèra for future promotional communications. Unless members specifically "opt out" they also agree that their data may be shared with other carefully chosen organisations related to professional plumbing and heating promotions.
- f. Members are required to enter personal data and passwords in order to access the Affinity website and or claim rewards.
- g. Members are personally responsible for the confidentiality of any User Names and Passwords that are issued to them. Vokèra does not accept responsibility for fraud resulting from misuse of User Names and Passwords.

10. Gas Safe Notification (UK)

- a. As part of your Affinity claim registration Vokèra will
 1. Notify the Gas Safe Register of the installation on your behalf,
 2. Pay the fees associated with this notification directly to the Gas Safe Register
 3. Send the homeowner their Building Regulation Compliance Certificate
 - i. Lost Certificates - If duplicate certificates are required please call 01727 744044 (duplicate certificates may be chargeable)
 - ii. Cancellation of Certificates - Should incorrect information be shown on the certificate please call 01727 744044 with the certificate number and corrections required so we can inform necessary bodies and re-issue the certificate.
 4. For any queries please call 01727 744044 or email: affinitysupport@vokera.co.uk

11. Extended Warranty Registration

- a. Also as part of your Affinity claim registration Vokèra will:
 1. Register the boiler to validate the product warranty as long as the registration is made within 30-days of installation and issue the end user warranty confirmation
- b. As part of this registration you agree to:
 1. Ask the homeowners permission to ensure that they understand and agree to their personal information being shared with our warranty partner. As part of our commitment to supporting installers, when registering you can specify if you wish to carry out your own servicing on the boiler installed.
 2. Provide details of the installation address along with the name of the homeowner/landlord/tenant
 3. Register the boiler within 30 days of installation

12. Rewards

- a. Lists of current rewards and the number of Affinity points required to redeem a reward will be maintained on the Affinity website which is also accessible through the Vokera App.
- b. No guarantee of availability of a reward or rewards is implied or given.
- c. Redemption of rewards is via the Affinity website which is also accessible through the Vokera App.
- d. Delivery of rewards can only be made within the same territorial limits as scheme membership and only to the registered home or business addresses of scheme members.
- e. Rewards (or a suitable alternative substitute) will be delivered within 28 days of redemption.
- f. In some circumstances it may be possible to add cash to your Affinity points to obtain a reward of a higher value. This facility is limited solely to specific reward categories and is not implied for all reward categories.
- g. A concierge service is available to members whereby any member can speak directly with an Affinity team member who will help to source an alternative reward not available within the Affinity catalogue

- h. Vokèra reserve the right to substitute a reward of similar value at their sole discretion.
- i. No cash alternative to a reward is available.
- j. Rewards may be provided by third-party suppliers. Any guarantees or quality issues with reward products must be taken up directly with the relevant Supplier. No guarantee on goods supplied as rewards is given or implied by Vokèra.

**** See further specific terms and conditions at the end of this document in relation to the supply, delivery and returns of reward items ****

13. General

- a. Vokèra reserves the right to alter, amend or withdraw The Scheme or any part of it without prior notice or compensation due to circumstances beyond its control. Vokèra's decision on all matters relating to the scheme shall be final and binding and no correspondence will be entered into.
- b. If a member of the scheme is an employee (or subcontractor) of a company, it is assumed that membership of the scheme is with the full knowledge and consent of their employer. It is also assumed that any rewards redeemed are done so with the full knowledge and consent of their employer.
- c. Recipients of rewards are personally responsible for any tax liability they may incur as a result of accepting a reward or rewards.
- d. Rewards and/or reward points are non-transferrable
- e. Scheme membership does not signify status or a level of accreditation or endorsement from Vokèra
- f. Latest terms and conditions are available online or upon request.
- g. Any questions regarding the Scheme or these terms and conditions may be addressed to the Affinity Hotline on 01727 744 044 email: affinitysupport@vokera.co.uk

TERMS & CONDITIONS IN RELATION TO THE SUPPLY, DELIVERY AND RETURNS OF ANY REWARD ITEMS (POST LOGIN ONLY)

ALL REWARDS SUPPLIED WITHIN THE SCHEME ARE SUBJECT TO THE FOLLOWING CONDITIONS.

1. **DELIVERY OF THE GOODS:** Any delivery dates are estimates only and are given in good faith. The Scheme administrator will make every effort to adhere to them but does not guarantee delivery dates. The Scheme administrator does not accept liability for failure to supply or to deliver within the period quoted. The Seller shall be entitled to make partial deliveries or deliveries by instalments and these conditions shall apply to each such delivery. In the event that The Scheme administrator is prevented or delayed from delivering the Goods due to causes beyond its control including but not limited to shortages of material, civil commotion, accident, strikes, lockouts, acts of God, or any restriction imposed by the Government or any other authority, it shall be entitled to postpone delivery for a period of 30 days, provided that should such a cause continue beyond 30 days the member shall be entitled to cancel the order upon giving the Scheme Administrator written notice and the member shall not be liable for breach of Contract or otherwise for such failure to make or delay in delivery.
2. **ACCEPTANCE OF THE GOODS:** The member shall be deemed to have accepted the Goods after delivery to the member and after acceptance the member shall not be entitled to reject goods which are not in accordance with the Contract.
3. **DAMAGE OR LOSS**
 - a. The Scheme administrator shall at its sole discretion replace Goods lost or damaged on delivery to the member, such liability being conditional upon a claim being made in writing by the member within 7 days from delivery date. The original packing must be retained for inspection.
 - b. Except as may be provided by the written guarantee which may accompany the goods or services the company shall be under no liability in respect of the goods whether for breach of warranty, conditions, fundamental or other terms: any warranty or conditions expressed or implied, statutory or otherwise (including conformity with description, sample, fitness for purpose or merchantable quality), are hereby expressly excluded and the Seller shall be under no liability whatsoever for consequential loss or damage of any description in respect of any Goods sold, repaired, converted and for services rendered.

4. **DIRECT DESPATCH**

- a. Unless otherwise advised all courier despatches are made by UPS and will require a signature upon delivery. All mail deliveries are made by Royal Mail.
- b. UPS will attempt to deliver 3 times, carding the member each time. In the event of the member not contacting UPS to arrange collection; the item will be returned to The Scheme administrator who will contact member for further instructions. If Seller the Scheme administrator is requested to re-despatch the item, a re-despatch fee may be chargeable (either by deducting Affinity points or by cash payment from the member if no Affinity points remain within the members account).

5. **NON-DELIVERY**

- a. Based on the despatched rewards report the member should notify The Scheme administrator, in writing, within 28 days of claiming the reward within the Affinity reward site if a parcel has not arrived at the members address.
- b. As long as we have been advised within 28 days, should a parcel be found not to have been delivered The Scheme administrator will despatch a 'free of charge' replacement. Before any replacement can be authorised we must allow our carrier to confirm the loss. For UK despatches this can take approximately 4 weeks and for International despatches approximately 6 weeks.

6. **RETURNS – DEFECTIVE/DAMAGED GOODS**

- a. In the event that goods supplied become faulty within the manufacturer's warranty period they will subject to the terms of the manufacturer's warranty be accepted back for repair or exchange in accordance with the individual manufacturers terms of guarantee.
- b. Returned goods must be accompanied with all accessories originally supplied and documentation which gives full details of the fault. Any goods returned incomplete will incur costs to make good.
- c. Goods that are deemed to be faulty on arrival must be notified to us within 7 days of receipt of delivery.
- d. Goods that are faulty on arrival will be uplifted, and replaced. Goods that become faulty after 28 days of receipt and are still within the manufacturer's warranty period, would need to be returned the Scheme administrator by the member / The Scheme administrator can collect - subject to agreement in writing - in the case of large items (i.e. large screen TV's – subject to manufacturer's warranty agreement) repairs may be carried out on site. (Please note some manufacturers i.e. Apple / Kettler & Bosch will deal directly with recipient to arrange repair/replacement, so please call to check with us before taking action)

7. **PROPER LAW:** This Contract is subject to the law of England and Wales.