



VOKÈRA AFFINITY SCHEME

TERMS & CONDITIONS (UK)

These are revised terms and conditions for Vokèra Affinity scheme membership and are effective from 1st May 2018

1. THE VOKÈRA AFFINITY REWARD SCHEME

(The Scheme) is 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, vouchers 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 Vokèra 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. Scheme membership is only available for:
 1. **UK Gas Safe registered installers**
 2. Gas Safe registered installers bound by the terms and conditions of the Gas Safe register
 1. Must have a current listing on the Gas Safe website
 2. Your registered Gas Safe address must be the address registered within Affinity
 3. Bona fide Installers whose normal place of business is within Mainland UK and Northern Ireland.
- b. Scheme membership is **NOT** available for:
 1. Installers who are receiving contract support
 2. Stockists - merchants or retailers
 3. Consumers – typically homeowners, tenants and landlords
 4. Persons under the age of 18
- 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 these Terms and Conditions of the scheme as outlined hereunder.

4. HOW TO REGISTER TO BECOME A MEMBER

- a. Registering to become a member of the scheme can only be made by completing and submitting the form on the Affinity website www.vokeraaffinity.co.uk or the Vokèra App.



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 16a) 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

- 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 Vokèra 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 by email: affinitysupport@Vokèra.co.uk**
- d. Affinity points may not be awarded if a non-points promotion is running (E.g. promotions offering fuel cards, travel vouchers or similar, whereby fixed rewards are offered in lieu of Affinity points which may differ from product to product)
- e. 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 Vokèra App which is not online.
- f. 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.
- g. The cash value of an Affinity point is 0.0001p
- h. Claims must be made within the duration of the scheme and within 30 days of installation.
- i. 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).
- j. Vokèra reserve the right to review and reject any claims for Affinity Points entirely at their sole discretion.
- k. Affinity Points will accrue in an Account nominated to an individual member.
- l. Affinity Points may not be transferred to another member.
- m. Affinity Points accumulated in this scheme may not be transferred to any other Affinity Reward Scheme
- n. 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.
- o. Affinity points balances can be viewed online within the account settings area. All members will also receive a monthly email statement unless the member chooses not to receive. The statement will provide a points summary for the statement period and also advises what points are due to expire (Condition 6m)
- p. 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 Vokèra App.
- b. Members may access their Affinity account at any time via the Affinity website or the Vokèra 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 USE

- a. By becoming a member of the scheme, each member agrees that
 - 1. their personal details may be held on a secure electronic database.
 - 2. they will ensure that all details held on the database will be kept up to date at all-times, these details are:
 - Contact name
 - Business name
 - Postal address
 - Email address
 - Telephone number
 - Gas Safe registration licence numbers – these will be the same details registered with the Gas Safe register. **Failure to keep licence numbers up to date will mean that product claims cannot be completed and may result in the termination of a member account without notice and at our sole discretion**
 - 3. they are required to enter personal data and passwords in order to access the Affinity website and or claim rewards.
- b. Members personal information will by necessity only be shared with
 - 1. Selected third-party suppliers in order to ensure delivery of rewards 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. Any third-party suppliers used to fulfil our obligations to members and who receive personal data are required to protect this information in accordance with our main Privacy policy and will not retain this data for longer than is required to meet our obligations
- d. Vokèra will not share member data with any other third party without the express consent from the member unless we are required to do so by law
- e. Members are personally responsible for the confidentiality of any User Names and Passwords that are issued to them. Vokèra does not accept responsibility for any loss or fraud resulting from misuse of User Names and Passwords.
- f. The main Vokèra [Privacy policy is available here](#)

10. AFFINITY COMMUNICATIONS

- a. Under the new EU directive covering data privacy, each Affinity member must “opt in” to receive relevant Affinity member communications which currently include:
 - 1. Email statement (Monthly)
 - 2. Email bulletin (Quarterly)
 - 3. Affinity promotions & alerts
- b. Each member can review and change their communication preferences at any time by logging in to their Affinity account and going to their account settings page
- c. Vokèra reserves the right to communicate with any member at any time if there are changes or significant updates to the scheme that the member needs to be aware of

11. ACCOUNT CLOSING AND TERMINATION

- a. Vokèra reserves the right to close any account if the member has not logged in within the previous 36-month period



- b. Members can close their Affinity account at any time by emailing the Affinity support team affinitysupport@vokera.co.uk with the registered Gas safe company number and the email address as registered within Affinity
- c. Any points remaining within an account being closed will be forfeit and any personal member data including any details of rewards redeemed will be deleted from our servers
- d. A record of Vokèra product installations (product and date of installation) along with the installation address will be retained for the purposes of Warranty provision and homeowner support
- e. Due to the new data regulations under GDPR, once an account has been closed we will be unable to reinstate a previous account – to set-up a new account you would need to contact the **Affinity support team on 01727 744 044 or email: affinitysupport@vokera.co.uk**

12. GAS SAFE NOTIFICATION (UK)

- a. Each product registration requires the member to enter the following Gas Safe details:
 - 1. **Gas Safe membership number**
 - 2. **Gas Safe licence card number**

It is essential that the Gas Safe details entered are up to date – if a new licence card number has been issued then those details must be entered as part of the registration.

- b. For each product registered within Affinity Vokèra will
 - 1. Notify the Gas Safe Register of the installation
 - 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** – Copies of Gas Safe certificates can be downloaded in the Affinity member area by logging into the members account, going to account history and then selecting installation history. All registered installations will be listed along with the relevant Gas Safe and Warranty certificates for each boiler.
 - 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 the necessary bodies and re-issue the certificate.

13. EXTENDED WARRANTY REGISTRATION

- a. As part of your Affinity claim Vokèra will also:
 - 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.

14. REWARDS

- a. Rewards are available in the Affinity website only
- b. No person under the age of 18 can redeem a reward
- c. A list 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 Vokèra App.
- d. Vokèra reserves the right to change rewards being offered from time to time
- e. No guarantee of availability of a reward or rewards is implied or given.
- f. Redemption of rewards is via the Affinity website which is also accessible through the Vokèra App.
- g. 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.
- h. Rewards (or a suitable alternative substitute) will be delivered within 28 days of redemption.
- i. A concierge service is available to members who would like to redeem a **minimum of 5,000 points for one reward order**, whereby the member can contact the Affinity support team who will help to source an alternative reward not available within the Affinity catalogue.
- j. Vokèra reserve the right to substitute a reward of similar value at their sole discretion.



- k. No cash alternative to a reward is available.
- l. 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.

15. SCHEME SUPPORT

- a. For any questions relating to Affinity membership, Affinity reward orders, product registrations and warranty, please contact the Affinity support team during normal office hours (Monday to Friday, 09:00-17:00 Excluding Bank Holidays)
 - 1. Telephone: 01727 744 044
 - 2. Email: affinitysupport@vokera.co.uk
- b. We aim to respond to all enquiries within one working day, however depending on the nature of enquiry this may take longer.
- c. Vokèra are unable to accept any responsibility for loss of service due to loss of internet connection or mobile network issues or any technical issues that are beyond our control.

16. 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.
- b. Vokèra's decision on all matters relating to the scheme shall be final and binding and no correspondence will be entered into.
- c. 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.
- d. Recipients of rewards are personally responsible for any tax liability they may incur as a result of accepting a reward or rewards.
- e. Rewards and/or reward points are non-transferrable
- f. Scheme membership does not signify status or a level of accreditation or endorsement from Vokèra.

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

All rewards supplied within the scheme are subject to the following conditions:

1. VOUCHERS (POSTAL AND DIGITAL)

- a. Digital vouchers including e-codes can only be sent to the registered members email address
- b. Postal vouchers including gift cards can only be posted to the registered members postal address
- c. If a member reports a Gift Card or Code lost, stolen or undelivered 6 months, or later from the date of dispatch then the Recipient will be charged an investigation fee of the greater of 10% of the face value of the Gift Card or £35.

- 2. **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.

- 3. **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.



4. **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.

5. **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 or 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).

6. **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.

7. **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 to 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)

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

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