

The PY Installer Club Loyalty Scheme

This document sets out the terms and conditions of the Scheme having effect from January 2016, updated July 2016. The PY Installer Club is an initiative from Pegler Yorkshire Group Ltd.

1. Introduction

The PY Installer Club is a loyalty scheme that rewards registered installers for purchasing Pegler Yorkshire plumbing and heating products. The benefits of the scheme include both cash back and double point discount rewards on qualifying products, via the collection of points through a dedicated Installer Club app.

In addition to the monetary benefits, club members will also have access to support services to help develop and grow their business. These additional benefits include access to a dedicated technical helpline, access to product training and special promotions, free online advertising for their business along with personalised literature, regular new product updates, event invitations and optional new product development involvement.

2. Definitions relating to the PY Installer Club Loyalty Scheme

"Redemption Value" the redemption value of Scheme Points when used to purchase Scheme Rewards as determined by Pegler Yorkshire;

"Rewards" the goods and services, which may be purchased using Points as determined by Pegler Yorkshire;

"You" the sole trader, partnership or company who has applied to join and who has been accepted by Pegler Yorkshire into the Scheme.

"Account" your account with the Scheme, detailing Points collected and Points redeemed when you purchase Rewards from the Partner Retailer;

"Business Support Item" relates to a reward that provides support, for example, training, technical support or some other non-product related reward.

"Pegler Yorkshire" may be used throughout the document to describe Pegler Yorkshire Group Limited;

"Qualifying Products" those Pegler Yorkshire products for which Scheme Points will be awarded, as determined by Pegler Yorkshire;

"Partner" any company whom Pegler Yorkshire may appoint from time to time as a supplier of Scheme Rewards in connection with the Scheme;

"Points" points awarded to you by Pegler Yorkshire;

3. PY Installer Club Website and further Online Communications

All processes and methods relating to the Scheme, including becoming a member of the Scheme, claiming Points, ordering Rewards, updating your Account and communicating with Pegler Yorkshire can be performed through the Scheme website. Pegler Yorkshire will communicate using telephone and post but is not obliged to accept any other method of transaction or communication with you (including post or telephone) unless otherwise stated in these terms and conditions.

4. PY Installer Club Membership

4.1 Membership of the Scheme is open to businesses and/or individuals who supply and install plumbing and heating products manufactured by Pegler Yorkshire and whose principal place of business is situated in the UK and Channel Islands.

4.2 Membership is not open to consumers, namely natural persons acting for purposes outside their business. By becoming a member you represent to Pegler Yorkshire that you are acting for purposes within your business.

4.3 Membership of the Scheme is not open to anyone who receives contract support from Pegler Yorkshire or who is taking advantage of any external rewards and/or savings.

4.4 Membership of the Scheme is at the sole discretion of Pegler Yorkshire, and Pegler Yorkshire shall not be obliged to accept any applications for membership of the Scheme.

4.5 Membership of the Scheme is not available to persons under the age of 18 and the rewards may not be purchased by persons under the age of 18. You are responsible for ensuring that this age limit is strictly adhered to.

4.6 When you apply to become a member of the Scheme you agree that your application and membership of the Scheme shall be governed by these terms and conditions.

4.7 You must ensure that all information you provide to Pegler Yorkshire is accurate, and you must keep your contact and other details up-to-date, using the forms provided on the Scheme website. If you remove details, which Pegler Yorkshire needs to administer your membership, Pegler Yorkshire may require you to supply alternative details or may terminate your Membership Agreement.

Pegler Yorkshire may from time to time require you to reconfirm your details by visiting the Scheme Website and actively confirming through the Scheme website that the details are correct. If you fail to do so within 14 days of a request, Pegler Yorkshire may in its sole discretion terminate your membership of the Scheme immediately by notice to you, which may result in loss of any points, accrued to date.

4.8 Your membership of the Scheme and the benefit of your Points are personal to you, and you may not assign or transfer your Membership Agreement or such benefit to any other person, or create a charge over or declare a trust over your Membership Agreement or such benefit.

4.9 You are responsible for management of all user names and passwords provided in connection with the Scheme, and Pegler Yorkshire shall not be responsible for any misuse of such usernames and passwords, or any fraud committed using such usernames and passwords.

4.10 Your Membership to the scheme will become inactive and closed if you do not register a product within 18 months and will result in loss of any points accrued to date.

5. Qualifying Products of the PY Installer Club

5.1 You will be awarded Points for each Qualifying Product, which you purchase. Pegler Yorkshire may determine and change from time to time without prior notice to you the products that qualify for Points.

5.2 The number of Points awarded for a qualifying Pegler Yorkshire product will be stated on the Scheme Website. Pegler Yorkshire may determine and change from time to time without notice to you how many Points will be awarded for a Qualifying Pegler Yorkshire Product.

6. PY Installer Club Points

6.1 Points are valid for 12 months and/or up to the end of each calendar year from and including the day those Points are credited to your Account by. If you do not use your Points to purchase Rewards within that period, those Points will cease to be valid.

6.2 Your accumulated Points balance may be checked at any time through the Scheme website, and you will be shown a live balance of available points when you submit an order for a Reward.

6.3 Points may be used to purchase Pegler Yorkshire products or exchanged for cash. Points cannot be used to finance pre-arranged or external direct purchases.

6.5 Pegler Yorkshire reserves the right to introduce additional levels of membership in accordance with any changes to its own terms and conditions.

6.6 Only products that have been purchased and installed either on or after the date of submission by the installer for registration through the Installer scheme will be eligible to earn rewards points.

6.7 Points cannot be claimed in conjunction with any other forms of financial support i.e. Contract Support or any other discount.

7. PY Installer Club Rewards

7.1 The Rewards available at any point are listed on the Scheme website. Pegler Yorkshire may determine and change the nature and quantity of Rewards, which are offered from time to time without prior notice to you. All Rewards are subject to availability, and you should not assume that any given Reward will be available or continue to be available in the future or at any stated Redemption Value.

7.2 The Redemption Value(s) for all or any given Reward(s) will be specified on the Scheme website.

7.3 Pegler Yorkshire may set and change the Redemption Value(s) for your Points and for any given Reward(s) from time to time at its sole discretion without prior notice to you. You should not assume that any stated Redemption Value(s) will remain the same. However, no variation to any Redemption Value(s) will affect any orders for Rewards, which have been submitted by you and accepted by the Partner Retailer prior to the time the variation is made.

7.4 To the fullest extent permitted by law Pegler Yorkshire shall have no liability to you (whether in contract or tort, or under statute, or for breach of contract, negligence, breach of statutory duty, or otherwise howsoever) with respect to the scheme rewards, including with respect to safety, quality, fitness for purpose, compliance with description or otherwise, or with respect to any delay in delivery. For the avoidance of doubt, all warranties, terms and conditions implied by statute, common law, custom or otherwise as to the safety, condition or quality of the scheme rewards, or the fitness for purpose of the scheme rewards, or correspondence of the scheme rewards with any sample or description, are hereby excluded.

8. Pegler Yorkshire General Liability

Pegler Yorkshire excludes and shall not have liability to you (whether in contract or tort, or under statute, or for breach of contract, negligence, breach of statutory duty, or otherwise howsoever) for any of the following types of loss or any losses resulting there from:

8.1 Any special, indirect or consequential loss;

8.2 Any loss of profit, use, expectation, anticipated savings, data, production, business, revenue, contract or goodwill;

8.3 Any costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or in the expectation of the scheme rewards being provided in accordance with the scheme; or

8.4 Losses suffered by third parties or your liability to any third party.

9. Force Majeure

Pegler Yorkshire shall not be in breach of your Membership Agreement where Pegler Yorkshire fails to perform or delays in performing any obligations, which it has to you under your Membership Agreement or in relation to the Schedule due to any event or circumstance beyond its reasonable control.

10. Fraudulent Activity

If you have claimed Points unlawfully or in breach of your Membership Agreement, then in addition to any other rights and remedies of Pegler Yorkshire:

10.1 If you have been supplied with any Reward, paid for using any such Points, you will be liable to pay to Pegler Yorkshire on demand an amount equal to the value of such Reward less any cash payment you made in respect of such Reward.

10.2 Pegler Yorkshire shall be entitled to cancel any undelivered orders for Rewards you have made.

10.3 Pegler Yorkshire shall be entitled to forfeit all of your Points, including validly claimed Points.

10.4 Pegler Yorkshire shall be entitled to refuse to award further Points.

10.5 Pegler Yorkshire shall cancel your membership.

11. Termination of the PY Installer Club Membership

11.1 You may at any time by notice to Pegler Yorkshire terminate your membership of the Scheme. In such case, your membership will terminate at the end of the next day following receipt of your notice. Pegler Yorkshire may terminate your membership of the Scheme at any time immediately by notice to you.

11.2 Pegler Yorkshire may close the Scheme at any time by at least one week's notice on the website which shall effect a termination of your Membership Agreement at the point of closure.

11.3 We may terminate your membership of the Scheme immediately by notice to you if you:

11.3.1 Commit an irremediable material breach of your Membership Agreement;

11.3.2 Commit any breach of these terms (however minor, and whether or not remediable) and you commit a similar breach again after notice from Pegler Yorkshire;

11.3.3 Commit any remediable breach of these terms and conditions (however minor) and do not remedy that breach in a reasonable period after notice from Pegler Yorkshire.

11.4 On closure of this Scheme or termination of your membership of the Scheme, your Membership Agreement will terminate and all your Business Points will automatically cease to be valid and be forfeited. However, any contracts between you and the Partner Retailer for the purchase for Rewards will be unaffected, subject to Clause 10.

12. Variations to the PY Installer Club

Pegler Yorkshire may unilaterally vary the Scheme and all or any of the terms of the Scheme, including these terms and conditions, and any other terms of your Membership Agreement in any way and at any time immediately by notice posted on the Scheme Website, or by notice sent by email or post to you.

13. General

13.1 These terms and conditions, together with any other terms stated on the Scheme Website, constitute the entire agreement between you and Pegler Yorkshire relating to the Scheme. Except for these express written terms, you agree that in entering into the

Agreement you have not relied on any oral or written statement or representation from Pegler Yorkshire.

13.2 The Points and Rewards may be subject to taxation. Any such tax liability is your sole responsibility and Pegler Yorkshire will not accept any responsibility for tax liabilities incurred as a result of any receipt by you of Points or purchase by you of Rewards using Points, or in respect of contract support or any other discounts, rewards or benefits received by you in return for the purchase of Pegler Yorkshire products.

13.3 No person other than you and Pegler Yorkshire shall have the right to enforce any term of your Membership Agreement, including these terms and conditions, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. In any event the Membership Agreement and these terms and conditions may be varied without the consent of any third party.

13.4 Pegler Yorkshire may sub-contract its obligations in relation to the Scheme and its operation, and may appoint an agent to operate the Scheme on its behalf.

13.5 Where in connection with the Scheme, including in registering for the Scheme, you provide any information relating to an individual, such as details of sole traders, partners, directors or employees, contact details of individuals, and other personal data, this data will be managed and used in accordance with the Pegler Yorkshire Privacy Policy as set out on the Scheme website.

In particular, such information may be held by Pegler Yorkshire or its agents or sub-contractors for the purposes of operating the Scheme, and such information may be passed on to the Partner Retailer to enable them to fulfil any agreement you make with them to purchase a Reward. You will be responsible for ensuring that all such individuals have consented to the use of their data in the manner envisaged above.

13.6 Pegler Yorkshire reserves the right to audit the registration process from time to time, which may include requesting copy invoices relating to specific, recently registered products.

13.7 All notices and communications by you to Pegler Yorkshire concerning the Scheme, including complaints and questions, shall be sent by email using the address stated on the Scheme Website, or using any web form submitted through the Scheme Website, or using any technical enquiry number provided from time to time on the Scheme website.

All notices and communications from Pegler Yorkshire to you may be sent by email using the address, which you have provided Pegler Yorkshire in your registration with the Scheme. You will be responsible for keeping this email address up to date.

13.8 In these terms and conditions a reference to a "person" includes a reference to a company or other body corporate, association, partnership or individual; a reference to the singular shall include the plural and vice versa; references to liability include liability in contract, negligence, tort and otherwise howsoever, other than for fraud; and a reference to any gender shall include every gender.

13.9 You agree that the Scheme and your Membership Agreement is governed by English Law, and that the English Courts shall have exclusive jurisdiction.

14. IT Liability

14.1 Pegler Yorkshire and its affiliates are not responsible for lost, interrupted or unavailable network service or other connections, miscommunications, computer or technical failure, or incorrect or inaccurate bidding information howsoever caused or other error of any kind whether human, mechanical or electronic.

15. Disqualification in the PY Installer Club

Pegler Yorkshire reserves the right to disqualify any participant in the Scheme who tampers with or abuses any aspect of the Scheme, or who fails to comply with any of these terms and conditions.

The scheme is governed by English Law with English Courts having exclusive jurisdiction