

## Your Local Garden Centre Privilege Club Terms and Conditions

As of September 2022



### 1. Introduction

1A) Your Local Garden Centre Group Ltd trading as Mappleborough Green, Alver Valley and Stansted Park Garden Centre Ltd Privilege Club hereafter known as 'the 'Club' rewards members with points redeemable as a cash equivalent when they make qualifying purchases at Mappleborough Green, Alver Valley & Stansted Park Garden Centre or any other Your Local Garden Centre branded business hereafter known as 'YLGC'.

1B) These terms and conditions hereafter known as 'the 'Conditions' show how you can earn points and how to redeem them at YLGC. They are also the terms relating to data protection.

1C) On joining the Club you will be issued with a Privilege Club Card hereafter known as the 'Card'. If you join the Club or use a Card you automatically accept these Conditions.

### 2. Joining the Club and using your Card

2A) Your name, postal address, email address, and signature must be provided for a Card to be registered. Applicants must be aged 18 or over and must have a resident UK address. The Club reserves the right to refuse an application at its sole discretion.

2B) Your Card is issued by, and remains the property of, the Club. It must be returned to the Club on request or destroyed when no longer valid for use.

2C) If you do not register your Card, you will not become a member or receive any points.

2D) If the Club reasonably believes that you have breached these Conditions and/or abused the Club, Cards may be terminated without prior notice. The Club reserves the right to take any action deemed necessary where a Card is found to have been used in a way that abuses the Club.

2E) The Club also reserves the right to: (a) stop issuing Cards at any time; (b) on notice to you, alter or amend these Conditions of operation of the Card and/or Club; and (c) on notice to you, amend, withdraw or cancel the Cards and/or the points (including the value, redemption and issue of such) and/or terminate the Club. We may close your account if the Card has not been used for a period of 12 months or more.

2F) You may terminate your Card at any time in which case all points on the Card and vouchers issued shall be lost.

2G) You are responsible for the security of your Card

and all points issued on that Card. If you believe an unauthorised person has compromised the security of the Card by, for example, its theft or the theft of personal or password information relating to it you should notify YLGC immediately. Lost, damaged or stolen Cards can be replaced by visiting YLGC. A Card and points issued should be treated like cash. The Club is not responsible for any unauthorised use of the Card or any lost or stolen vouchers.

2H) A Card and any points on it are non-transferable and can only be used by the registered cardholder.

2I) The Club is not open to employees of Your Local Garden Centre Group Ltd/ Stansted Park Garden Centre Ltd or any associated company.

2J) The Club is not open to Trade / Account Customers or Concession Staff located on YLGC premises.

### 3. Points and reward vouchers

3A) Collect points at any YLGC. You must present your Card at the till at the time of purchase or within 28 days of the date of purchase. In the case of the latter, proof of purchase, using a valid till receipt, will be required for the points to be credited to the Card. You cannot claim points on purchases made before you joined the Club. You cannot claim points on purchases without presenting your Card.

3B) Points will be awarded on all goods sold in YLGC, with the exception of sales and redemption of gift vouchers, home delivery, products from concessions, multi-buy and already discounted special offers and other products from time to time as notified.

3C) Product discounts related to, and offered as part of the Club are not valid for redemption against the excepted goods noted in section 3B.

3D) You will receive points on qualifying transactions in YLGC. Points are awarded at a rate of 4 points for every £1.00 spent or a pro rata amount rounded up or down to the nearest pound depending on the capabilities of the Club's software systems. These rates can be altered at the Club's discretion on reasonable notice. The number of points issued may vary between qualifying purchases.

3E) Over 60's bonus on Tuesdays. If you have provided proof of over 60s age and asked to be on this scheme you will receive points on qualifying transactions in YLGC. Points are awarded at a rate of 8 points for every £1.00 spent or a pro rata amount rounded up or down to the nearest pound depending on the capabilities of the Club's software systems. These rates can be altered at the Club's discretion on reasonable notice. The number of points issued may vary between qualifying purchases. The over 60's bonus is only given Tuesdays. Goods from section 3B above are excluded and no points are awarded on their purchase.

3F) The Club reserves the right to offer bonus points on certain products as selected by the Club from time to time in its sole discretion.

3G) The Club reserves the right to terminate any points offers, including but not limited to such points offers referred to at section 3F above, at its sole discretion. The Club will give Cardholders as much notice as it reasonably can of any decision to terminate or vary any points offers.

3H) Each point has a redemption value of 1p against qualifying goods. Points can only be spent when the value earned has reached £5.00. If your points balance is under £5.00 you must continue to shop and build your points before they can be redeemed. The Club reserves the right to vary the rates at any time on reasonable notice. All points awarded and any vouchers issued have no monetary value and cannot be exchanged for cash.

3I) Your points total will be displayed on till receipts and will correspond to the number of points in your account at the time the software last updated your points.

3J) The Club is entitled to vary the qualifying points balance, from time to time at its sole discretion. The Club will give Members as much notice as it reasonably can of any variation to the qualifying points balance and/or how vouchers are distributed.

3K) The Club reserves the right to put an expiry date on all points and it should be assumed this will be 24 months. After using points for a purchase of lower value than the points balance any unallocated points remaining will be carried forward. Points can never be redeemed for cash.

3L) If the Club reasonably suspects abuse, fraud or misconduct in respect of use of the Card, it may refuse to issue and/or cancel points or vouchers. You may not rely on any human or software error which results in the award of points or vouchers to which you are not entitled under these Conditions.

3L) Vouchers are personal to you, non-transferable and cannot be exchanged for cash. They can only be used when presented with the registered Card. Vouchers that the Club deems to be damaged, defaced or photocopied will not be accepted.

3M) Notice in general and specifically for changes to 3D, 3E, 3G, 3H, 3J and 4A. The Club reserves the right to give notice via post, email or our website. The Club may also display notices detailing any variation to the points earning ratio in its garden centres.

#### **4. General Terms**

4A) The Club may vary these Conditions and will give Cardholders as much notice as it reasonably can. Earning further points or using points for a purchase following such variation shall constitute acceptance of the changes the Club makes.

4B) Cardholders should check our website and specifically these Conditions frequently in order to ensure they are aware of any changes that the Club has made to these Conditions.

4C) If the Club decides to transfer the scheme to another legal entity it may transfer all of its rights and obligations under these Conditions without your consent and may disclose information about you to any potential or new owner.

4D) The Club will not be liable to Cardholders for losses suffered by Cardholders. This limit on liability does not exclude or limit the Club's liability for death or personal injury caused to a Cardholder as a result of the Club's negligence. These Conditions prevail if they conflict with any other material issued by the Club to Cardholders in connection with the operation of the Club.

4E) The Club and Cardholders rights and obligations under these Conditions and any dispute in relation to them shall be governed by English law and heard to the exclusion of all other forums in the English courts. The Club's obligations to Cardholders in respect of the Club are contained in these Conditions and nowhere else.

#### **5. Data Protection Act 1998 (The Act) & GDPR**

5A) Use of your personal data (a) By joining up to the Club and providing your personal data you agree to your name, postal address, email address and other personal data you supply ('personal data') being used by Your Local Garden Centre Group Ltd. (b) You agree to your personal data being used by the Club so that we can send you updates and information by email and/or post about the Club: (i) "Privilege Club" mailings and notification of any changes. (ii) Marketing and promotional materials about goods and/or services on offer at YLGC and website.

5B) We will send minimal mail based on having a "Legitimate interest" under the GDPR regulations.

5C) Retention: We will hold your personal data on our systems for as long as is necessary to administer your membership with the Club. If you cancel your registration as a member we will mark your record accordingly and retain your details for administration purposes prior to deletion before the end of any period required by law.

5D) Security: Your personal data shall be held and stored on secure computers. The Club confirms that it has in place adequate safety and security measures to keep your personal information safe and secure in accordance with its obligations under the Act.

5E) Access to Personal Data: The Act gives you the right to access information held about you by the Club. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £15 to meet our costs in providing you with details of the information we hold about you.

#### **6. Contact Details**

The Privilege Club can be contacted by email at [club@yourlocalgardencentre.co.uk](mailto:club@yourlocalgardencentre.co.uk) by post to Your Local Garden Centre Group Ltd / Stansted Park Garden Centre Ltd, 397 Christchurch Road, West Parley, Ferndown, Dorset BH22 8SJ or by telephone on 01202 583368. Website: [www.yourlocalgardencentre.co.uk](http://www.yourlocalgardencentre.co.uk)