



COMFORT**CLUB**

# Terms and Conditions

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These terms apply to the Comfort Club rewards scheme (the Scheme) and govern the relationship between us (GENERAL HVAC Solutions UK Limited) and Members. Members application to join the Scheme and any ongoing participation in the Scheme shall constitute Members acceptance of these terms.

### Changes to these terms

We reserve the right to revise these terms at any time by amending the documents on our Webpage [www.generalww.com/uk/comfortclub/](http://www.generalww.com/uk/comfortclub/) Please check this page from time to time to take notice of any changes we have made, as they are binding on Members. GENERAL HVAC Solutions UK Limited also reserves the right to offer bonuses or special offers, on certain products, as selected by us, from time to time, and, at our sole discretion. These will be communicated either on our webpage, social media, via email, through distribution partners or via our direct sales team.

### Eligibility

Members may apply to become a Member by completing and signing the application form and returning the completed form to either Members distributor or our Administrator at the address shown.

Members will be eligible to become a Member if Members:

- Are an individual aged 18 years or over;
- Are a registered director or registered officer of the company listed on companies house, OR, Members are the legal entity trading as a sole trader
- Have fully completed and signed a registration form for the Comfort Club scheme and returned this to our administrator
- All applications must contain the contact details for the principal person within the business. This can be either a registered director or registered officer of the company listed on companies house
- All applicants must have a valid company F-GAS certificate.

We may request confirmation of identification or clarification from the principal person within the business about details entered on the application forms.

Provided Members meet the eligibility criteria set out above, at our absolute discretion, we may admit Members as a Member of the Scheme. Members will receive confirmation, or not, of Members membership on the scheme from either the Distributors Members have chosen or our administrator

### Accounts

- Once Members have been admitted, we will open an Account for Members
- Members may nominate any number of GENERAL HVAC Solutions UK Limited's Approved Distributors

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GENERAL HVAC Solutions UK Limited.

TEL: 0208 731 3450

Address: Unit 150, Centennial Park, Elstree, Borehamwood, Hertfordshire, WD6 3SG

Website: [www.generalww.com/uk/](http://www.generalww.com/uk/)

Registered in England: 6277345

- It is the responsibility of the Member to inform us of any changes to selected distributors
- Members may have a direct account with GENERAL HVAC Solutions UK Limited directly, in addition, to the nominated distributors
- Comfort Club Accounts cannot be transferred to any other legal entity regardless to whom ownership of the new entity is conferred to
- Rewards points cannot be transferred between accounts for any reason
- Membership will start from the first day of the month our administrator receives a completed and valid form either from Members directly or via the Members nominated distributor(s)

### **Membership Conditions**

It is a condition of Membership that;

- Members supply us with a valid email contact for the principal person within the business regarding the scheme
- Members supply their Companies house number and VAT Registration number.
- Members inform us of any changes to company details including but not limited to name changes, change of address, changes to which distributors have been selected, change in legal status
- We may, at our absolute discretion, vary membership requirements in a Qualifying Year for any reason
- We reserve the right to refuse admission into the scheme, at any time, solely at our discretion.

### **Benefits**

- GENERAL HVAC Solutions UK Limited will convert 2% of Members spend on qualifying products into Rewards Value
- Members can use the Rewards Value to claim selected vouchers. Selected vouchers are listed on the briefing Document and in the Voucher Points section of this document.
- We may from time to time offer promotions or additional benefits as part of this scheme
- GENERAL HVAC Solutions UK Limited reserves the right to change the benefits offered from time to time and at our sole discretion
- It is the responsibility of the members to check the terms and conditions regularly to ensure they are aware of any changes made

### **GENERAL HVAC Solutions UK Limited liability;**

- Under or in connection with the scheme or these terms and conditions shall be limited to the Rewards Value, which, is calculated on 12 months period (April to March) of Members spend on qualifying products converted at 2% into Rewards Value
- GENERAL HVAC Solutions UK Limited does not accept responsibility or liability for any event which may cause the scheme to be disrupted or otherwise unavailable

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- In the event that we suspend, cancel or amend the Scheme or terminate Members Membership we may, at our discretion, determine that any Rewards Value accumulated to Members Account will no longer be valid and that we shall not be liable to provide Members with any further Benefits (whether such Benefits were requested by Members prior to the Termination Event or otherwise)
- GENERAL HVAC Solutions UK Limited will allocate the Rewards Value based on purchases from either ourselves or one of our approved distributors
- GENERAL HVAC Solutions UK Limited does not accept responsibility or liability for any incorrect information sent to us via one of our distributors
- Insofar as is permitted by law, we, or one of our Distributors will not in any circumstances be responsible or liable to compensate Members or accept any liability for any loss, damage, personal injury, or death occurring as a result of Members participation in the Scheme except where it is caused by our negligence, or, the negligence of our agents / Distributors, or that of their employees.

GENERAL HVAC Solutions UK Limited, or our Distributors will not in any circumstances be responsible or liable to compensate Members for Loss of profits, sales, business, or revenue, Business interruption, Loss of anticipated savings, business opportunity, goodwill or reputation, any indirect or consequential loss of any kind or damage arising in consequence of Members participation in the Scheme.

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

#### **Rewards Points;**

Rewards Points may be claimed by Members whenever the Authorised Business they represent purchases Qualifying Equipment from a Distributor or ourselves direct.

All Rewards points are valid for a 12-month period, with unclaimed points expiring at the end of March and being removed from the Members Comfort Club account.

To allow March's claim to be processed, March points will be carried over to April. With the new year (April) starting with any accrued points from March.

#### **Rewards Points Management**

- Once rewards points have expired, GENERAL HVAC Solutions UK Limited are not obliged to add them back on the account for any reason
- Claims for VEX e-vouchers must be made by using the Claim Form from the relevant Distributor, or ourselves direct

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- There is a minimum claim amount of £50.00 and accounts with less than this amount are unable to make claims until they reach a total of greater than £50.00. We may occasionally offer to allow Members to claim if Members have not met these criteria, solely at our discretion
- Unless otherwise stated by GENERAL HVAC Solutions UK Limited Reward points will be redeemed in date order, against the oldest available balance first
- Members may redeem Rewards Points which have accrued on their Account by requesting from us that their value be used to acquire Vouchers of equivalent value

The Benefits / Rewards which Members may acquire are limited to vouchers in denominations of £1000, £500, £250, £200, £100, £50, £20, £10. These are supplied as VEX e-vouchers over email only

### **Conditions on rewards points**

- From time to time, we may, at our discretion, vary the items and retailers against which Voucher Points may be redeemed
- Members may only redeem Reward Points for VEX e-vouchers if Members have enough equivalent value to meet the full value of Members request
- In respect of redeeming Reward Points - no cash alternative shall be made available.
- Any VEX e-vouchers requested shall be subject to availability and we are entitled to offer Members an alternative at our discretion
- Reward Points shall have no cash value and shall not be transferable to any other promotions or schemes we provide unless specifically authorised in writing from GENERAL HVAC Solutions UK Limited
- No Voucher Points may be claimed for Non-Qualifying Equipment
- Products which would normally be considered Qualifying Equipment may be excluded from points accrual, at our discretion, if such products are purchased from us by the Authorised Business Members represent under a special offer or promotion
- We may deduct any Reward Points from Members Account if such Reward Points were added by us following Members breach of these terms or if Reward Points were added to Members Account in error
- GENERAL HVAC Solutions UK Limited accepts no liability to offer compensation if the Reward Points have been deducted as described above
- We may from time to time offer promotions in respect of the number of Points which can be accrued for Qualifying Purchases (Points Promotions). We reserve the right to withdraw Points Promotions at any time and without any notice
- Any dispute in respect of the number of Reward Points claimed, added or deducted in respect of an Account shall be determined at our absolute discretion
- We shall use our reasonable endeavors to supply Members with any vouchers claimed within 30 working days of receiving a completed claims form. Either directly or via one of the Members selected distributor(s).

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- Time shall not be of the essence in respect of our obligations under these terms

### **Return of Qualifying Equipment**

If Qualifying Equipment is returned for a full or partial refund either; to a Distributor or via or direct sales, we will at our discretion, deduct the number of Voucher Points from that Account which are attributable to the refund of that Qualifying Equipment. If the Account does not have sufficient Voucher Points to make the deduction, we reserve the right to deduct such Voucher Points at a later date or from any of their remaining points under any/all of their chosen distributors.

### **Tax Liabilities**

- Members tax liabilities may vary according to Members circumstances. We strongly recommend that Members discuss such liabilities with an accountant or tax advisor before Members participate in the Scheme
- The Benefits Members receive on behalf of the Authorised Business Members represent; may incur tax liabilities (including but not limited to income tax, National Insurance and social security contribution liabilities). Members acknowledge that any tax liability incurred in respect of benefits received by Members shall be Members responsibility. Members agree to indemnify GENERAL HVAC Solutions UK Limited against all reasonable costs, expenses, and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim

### **Authorisation**

- We are committed to transparency and complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements)
- Members agree that Members will immediately terminate Members Membership of the Scheme or refuse to receive any Benefits if doing so may be considered a breach by either Members or us of the Relevant Requirements. Members may terminate Members Membership at any time by writing to our Administrator
- Members must not become a Member of the Scheme or receive any Benefits without the express authorisation of an individual with sufficient authority to bind the Authorised Business Members represent
- Members must notify the Authorised Business Members represent of any and all Benefits Members receive under the Scheme
- From time to time we may request written confirmation of Members ongoing authorisation to be a Member of the Scheme and/or to receive Benefits. Such authorisation must be from an individual engaged by the Authorised Business Members represent who has sufficient authority to bind that

Authorised Business. Members shall supply such written confirmation with 14 days of any such request. Failure to do so may invalidate Members participation in the scheme

- Members agree to us directly contacting the Authorised Business Members represent at any time during Members Membership of the Scheme to confirm Members authority to receive any Benefit or to continue Members Membership

### **Data Protection**

- By becoming a Member of the Scheme, Members consent to us collecting and processing the personal information Members provide to us when Members apply for membership and in respect of information, we request during Members Membership. The information Members give us may include job role and position within Members Authorised Business.
- We use the information provided by Members to administer the Scheme, adhere to our obligations under these terms and so that we, either directly or through our Distributors, may write to Members to inform Members of changes to the scheme. Members consent to receiving communications from us or our Distributors using any contact details Members have provided to us, our distributor, or in the public domain should the information Members provided at registration become invalid.
- Unfortunately, the transmission of any information Members provide via the internet is not completely secure. Although we will do our best to protect Members personal data, we cannot guarantee the security of Members data which is transmitted to our website; and any such transmission is undertaken at Members own risk. Once we have received Members information, we will use strict procedures and security features to try to prevent unauthorised access.

### **Trademarks & Copyright**

The brand names, product names, service names, designs, text and graphics, displayed on our website and in any material supplied to Members in conjunction with the Scheme are trademarks, trade names, service marks or copyrights of their respective holders. No permission is given by us for their use by any person other than the said holders and such use may constitute an infringement of the holders' rights.

### **General**

- If there is any reason to believe that there has been a breach of these terms and conditions by Members, we may, at our discretion, immediately exclude Members from participating in the Scheme and terminate Members Membership.
- We reserve the right to immediately suspend, cancel, or amend the Scheme without notice to Members at any time at our discretion.
- These terms shall be governed by English law, and Members and we submit to the exclusive jurisdiction of the courts of England and Wales.

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- Should we find that Members use of the scheme constitutes an action that Fujitsu, considers objectionable, damaging to its brand or reputation, or that we otherwise find unacceptable we reserve the right to terminate Members account, immediately exclude Members from participating in the Scheme and/or terminate Members Membership.

## Definitions and Interpretation

The following definitions apply to these terms:

**Account:** Shall mean the account with us which records the start date of Comfort Club membership.

**Authorised Business:** Shall mean any legal entity which has purchased Qualifying Equipment from GENERAL HVAC Solutions UK Limited or one of our Distributors.

**Benefits:** Shall mean the benefits in exchange for which Rewards Value may be redeemed including but not limited to products listed on the GENERAL HVAC Solutions UK Limited Shop Website and VEX e-vouchers.

**Claim Form:** Voucher or marketing catalogue claims form issued from time to time to Members by us or a Distributor.

**Distributor:** Shall mean our authorised distributors of Qualifying Equipment as listed on our website from time to time.

**Chosen Distributor(s):** Shall mean either us or the Distributor which Members have chosen to be linked to an Account held by Members

**Member:** Shall mean any person who has applied for, or obtained, Membership under the Scheme, OR, refer to a member of the Scheme who is permitted to receive benefits behalf of an Authorised Business (and Membership shall be construed accordingly)

**Qualifying Equipment:** Shall mean any whole units and accessories purchased either from an authorised distributor and selected by the member under the following equipment categories: Residential Air Conditioning (RAC) / Packaged Air Conditioning (PAC) or Variable Refrigerant Flow (VRF) Systems and such other equipment and accessories which we identify as Qualifying Equipment from time to time. Notwithstanding the provisions of this definition, we shall be permitted at our absolute discretion to determine which equipment shall be Qualifying Equipment. Applied, ATW (air to water), ERV (energy recovery ventilator), and Spare parts shall not be considered Qualifying Equipment at any time.

**Qualifying Year:** Shall mean a 12-month period, starting from April the 1st and ending March the 31st.

**Rewards Value:** Shall mean 2% of Members total spend on qualifying products within a 12-month period shown as a value for Members to claim rewards

**Scheme:** Shall mean the customer rewards scheme operated by us under the "Comfort Club" name.

**Reward Points:** Points which once added to an Account may be redeemed by Members in exchange for Benefits

**Reward Points Calculation:** Points which once added to an Account may be redeemed by Members in exchange for Benefits



**We:** Shall mean GENERAL HVAC Solutions UK Limited a company incorporated in England and Wales with registered number 06277345 whose registered office is at Unit 150, Centennial Park, Centennial Avenue, Elstree, Borehamwood, Hertfordshire, WD6 3SG

**Website:** Shall mean <http://www.generalww.com/uk>

**Member(s):** Shall mean any person who has applied for, or obtained, Membership under the Scheme.

The following rules interpretation apply to these terms: Any phrase introduced by the terms including any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; A reference to writing or written includes faxes and emails

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