

Terms and Conditions - olive Club (“OC”)

These terms, as amended from time to time (“OC Terms”) apply to the OC operated by ESmartMetrics Limited (“olive”) and membership of it (“Membership”). Please read these terms carefully. We recommend that you print a copy for future reference.

1. Member eligibility

1.1 OC is a loyalty scheme (“Scheme”) operated by olive. The Scheme is only open to installers, heating engineers, plumbers and other professionals who work in the central heating and plumbing (or a directly related) industry in the United Kingdom and who are registered with one of the following organisations (or such other organisation as olive may approve from time to time): OFTEC, CORGI, RGI, RGE, CIPHE, HETAS, APHC, Benchmark, BESCA, ELECSA, Gas Safe, GSR, NAPIT, NICEIC, STROMA, Government competent persons’ schemes, or SNIPEF.

1.2 The Scheme is operated to provide various benefits to its members (“Members”) in the form of, amongst other things, education & training, marketing tools, information and incentives regarding olive products and services and in relation to sector best practice.

1.3 The following are not eligible to participate in the Scheme:

1.3.1 Stockists, merchants and distributors of olive products, their employees and agents and such employees’ and agents’ family members;

1.3.2 Employees and contractors of major energy suppliers;

1.3.3 Employees and agents of olive and its affiliates and subsidiaries, and their employees’ and agents’ family members;

1.3.4 Any person who is not eligible under paragraph 1.1 or who is but is acting in their personal not business capacity. Anyone who received olive contract support (they can be a member of the club but will not be eligible for reward points)

1.4 Whilst not excluded from Membership, any Member who is entitled to contract support from olive shall not be entitled to the Benefits of Special Offers or Prize Draws.

1.5 Membership is free of charge.

1.6 Membership and the Scheme benefits (“Benefits”) are personal to a Member and not transferrable.

1.7 Members must obtain a minimum of 10 points to be registered as a Registered Installer to be achieved in each 12 month period this is determined by registration of products with olive. Below, shows the amount of points per product.

- olive smart sensor kit – 10 points
- olive additional sensor – 5 points

1.8 Members will be designated as Gold installers when they achieve 200 points in a 12 month period.

1.7. Once designated Gold status members are able to achieve points for heating oil purchased by customer installations made by the member and paid for via www.myolive.co.uk according to the following scale.

- Installers’ olive customer – oil sales per 100 litres – 1 points

1.9 Unless a Member shall have opted out of the Points allocation when registering a warranty, then their Account will be credited with points.

1.10 One product may only have one warranty registered for it. Duplicate warranty registrations will not be valid or, therefore, eligible for any Points allocation. Any points allocated will be on the first registered warranty alone.

2. Registration

2.1 Registration to become an OC member ("Member") can be made online at www.myolive.co.uk or paper based registration at selected special events and exhibitions. Membership is limited to a maximum of one account per business email address.

2.2 In submitting an application for Membership, an applicant:

2.2.1 agrees and acknowledges that any Membership shall be subject to the OC Terms from time to time; and

2.2.2 warrants that they meet the eligibility requirements above and that the information they provide to olive during the registration process is complete, true, and accurate.

2.3 Members are responsible for ensuring that at all times their business and contact details held by olive are current and accurate. This can be done via the Online Facility.

2.4 olive may in its absolute discretion refuse to accept an application for Membership or to allow Membership pursuant to such an application.

2.5 Members may hold only one Scheme account. olive shall be entitled to delete any Scheme accounts where a Member has more than one.

3. The OC Online Facility ("Online Facility")

3.1 OC is managed in-house by olive and is accessible online through olive's Online Facility.

3.2 Once you are a Member, an account ("Account") will be created for you giving you access to the Online Facility. Usernames and passwords to access your Account and therefore the Online Facility, will be delivered to you once you are registered as a Member.

3.3 You are responsible for maintaining the confidentiality of your Account password and details and for any activities that occur under your Account.

3.4 olive shall not be liable to any person for any loss or damage which may arise as a result of any act or omission by you including but not limited to failure by you to protect your Account's password or other details or for the misuse, use or access to your Account (whether or not authorized).

3.5 olive shall be entitled to disable any user identification code or Account password chosen by you or allocated by us, if in our reasonable opinion you have failed to comply with the OC Terms.

3.6 The terms and conditions from time to time governing the use of our website ("Website"), including the Online Facility, shall apply. They can be viewed at <https://myolive.co.uk/assets/pdf/Business%20Terms-and-Conditions.pdf>. They include a link to our privacy policy which also applies.

4. Special Offers

4.1 olive may, in its absolute discretion, make special offers or promotions ("Special Offers") to Members in relation to its product(s) from time to time.

4.2 The terms which apply to any Special Offers shall be as published from time to time.

5. OC Prize Draws ("Prize Draw")

5.1 This paragraph 5 applies to Prize Draws, which may be operated from time to time by olive in its absolute. olive may in its absolute discretion cease the Prize Draw at any time.

5.2 Rules applicable to Prize Draws will be as determined by olive from time to time provided that it shall not change the rules applicable to a current Month. Current applicable rules will be as stated in the OC Terms.

5.3 The start date and closing date for a Prize Draw will be defined by olive.

5.4 Prize Draws are only open to Members who continue to meet the OC eligibility criteria in paragraph 1 above and whose Membership has not been suspended. Entry is in accordance with this paragraph 5 and reference is particularly made to the criteria for entry as detailed in paragraphs 5.5 and to the provisions of paragraph 5.5.2.

5.5 For the avoidance of doubt:

5.5.1 olive shall have no liability for any lost or delayed Prize Draw entries or warranty registrations which are incomplete, incomprehensible or illegible in respect of which no Points shall be credited and no Prize Draw entry included;

5.5.2 olive shall have no liability for any loss or damage, howsoever or whatsoever, arising from or in connection with the use of, or inability to use, the Website including, but not limited to, for the purpose of registering a warranty at a particular time or at all. For the avoidance of doubt any limitations and/or exclusions included in our Website terms and conditions from time to time shall apply.

5.6 The winners of the Prize Draw for a Month will be drawn randomly (by a computer process which produces verifiably random results) in the period of 7 days following the last day of the Month concerned.

5.7 Winners will be notified by telephone, email or post (using Member contact details registered with olive on the day of the relevant draw) as soon as reasonably possible after a draw has taken place and in any event within 28 days from the date of winners being drawn in accordance with paragraph 5.9.

5.8 Prizes in a Prize Draw shall be as olive determines from time to time in its absolute discretion. Prizes may be structured in classes of priority (first, second, third etc) and in such circumstances shall be allocated to winners drawn in the same order of priority.

5.9 Prizes will be sent by post to the winning Member's postal address which is registered with olive on the day of the relevant draw. 28 days from the relevant Prize Draw should be allowed for delivery. All postage costs will be paid by olive. Any prizes returned to olive from such address shall be deemed forfeit. olive will not be responsible for any loss or damage to a prize sent to a Member.

5.10 Prizes have no cash value and may not be exchanged by a winner for cash or any other item. olive may in its discretion substitute a prize for olive product(s) of no less value, in aggregate, where this is reasonably necessary due to circumstances beyond olive's reasonable control.

5.11 Members who enter a Prize Draw agree to co-operate with olive, without charge, in relation to results publicity and agree that olive may use their name, registered county and any photograph of them for such purposes. If you do not agree to this you should opt out of the Points allocation/Prize Draw when registering a warranty.

5.12 A Member who wins a prize is responsible for any tax implications which arise therefrom.

5.13 olive reserve the right to cancel or suspend a Prize Draw or all Prize Draws at any time where circumstances beyond their reasonable control arise.

5.14 olive's decision on all matters relating to a Prize Draw shall be final.

5.15 You agree that as a condition of Membership:

5.15.1 you will not use any prize you win for an unlawful purpose;

5.15.2 you will not do anything in relation to a prize (including but not limited to defacing, amending or removing any labels and/or trademarks or get up) or otherwise which may be or is, in the reasonable opinion of olive, injurious to its reputation or to any of its trade marks from time to time;

5.16 For the avoidance of doubt your attention is drawn to paragraphs 3.6, 7, 8 and 9.5 of the OC Terms.

6. Other Benefits

6.1 Benefits are at the discretion of olive.

6.2 Save as otherwise provided in these OC Terms, olive may determine, vary and remove any Benefits as it sees fit in its discretion from time to time.

6.3 Separate or additional terms and conditions may apply from time to time in relation to Benefits.

7. olive's Liability

7.1 This clause sets out the entire financial liability of olive (including any liability for the acts or omissions of their respective employees, agents and subcontractor) arising under or in connection with the OC Terms.

It is without prejudice to paragraphs 5.7.3 and 5.7.4.

7.2 Nothing in the OC Terms shall limit or exclude olive's liability for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) anything which may not be limited or excluded by law.

7.3 olive shall not under any circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of profit; or
- (b) loss of goodwill; or
- (c) loss of business; or
- (d) loss of business opportunity; or
- (e) loss of anticipated saving; or
- (f) loss or corruption of data or information; or
- (g) special, indirect or consequential damage suffered that arises under or in connection with the OC Terms.

7.4 Without prejudice to paragraph 7.2 and 7.3, olive's total liability arising under or in connection with the OC Terms howsoever arising, shall in all circumstances be limited to (a) where the liability is insured, the relevant sum insured; (b) where the liability is not insured, £100.

8. Suspension, Termination and Consequences

8.1 You or olive may end your Membership by giving notice in writing (which shall include email) to the other.

8.2 olive may, in its absolute discretion, suspend the Scheme and, save as otherwise provided for in the OC Terms, terminate it with immediate effect or otherwise.

8.3 Subject to paragraph 8.4, a Member and olive shall have no further liability to the other following termination of their Membership or the Scheme.

8.4 Termination of Membership or the Scheme shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination.

9. General

9.1 Without prejudice to paragraph 5.2, olive may vary the OC Terms from time to time. Your Membership will continue based on the OC Terms from time to time

9.2 No one other than Members and olive and olive's successors and assignees, shall have any right to enforce the OC Terms.

9.3 olive may at its discretion at any time assign, transfer, charge, subcontract or deal in any other way with any or all of its rights or obligations under the OC Terms.

9.4 The OC Terms from time to time and other terms referred to in them ("Terms") constitute the entire agreement between you and olive in relation to and connection with the Scheme and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and olive, whether written or oral, relating to the Scheme. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms.

9.5 The OC Terms and their subject matter (and any non-contractual disputes or claims) are governed by English law. You and olive agree to the exclusive jurisdiction of the courts of England and Wales.