

National Garden Gift Vouchers

Scheme Rules

These rules (“Rules”) govern the National Garden Gift Voucher Scheme (“Scheme”) and contain the terms and conditions to be observed by all members of the Scheme (“Members”) who shall be members of the HTA (as defined below).

1. The Scheme

- 1.1. The gift vouchers are known as National Garden Gift Vouchers (“Vouchers”). The gift voucher scheme is known as the National Garden Gift Voucher Scheme.
- 1.2. The proprietor of the Scheme is the Horticultural Trades Association (“HTA”), company number 00169606, whose registered office is at Horticulture House, Chilton, Didcot, Oxfordshire, OX11 0RN.
- 1.3. The objective of the Scheme is to contribute to the profitability of the members of the HTA.
- 1.4. The Scheme shall achieve this objective by:
 - 1.4.1. providing, for sales by Members, the Vouchers which may be exchanged for goods and services with the original seller or with any other Members; and
 - 1.4.2. redeeming, from Members, and from such other organisations as may from time to time be approved by the HTA board of directors (“Board”), the Vouchers which can be exchanged for goods and services.
- 1.5. The geographical coverage of the Scheme is the United Kingdom, the Isle of Man and the Channel Islands. The geographical coverage of the Scheme may be extended by approval by the Board.
- 1.6. Management of the Scheme shall be vested in the Board. The Board may delegate this management to a committee, or committees, whose members must be members of the HTA.

2. Membership

- 2.1 Members of the HTA engaged in retailing are eligible to join the Scheme. If HTA membership ceases for any reason, membership of the Scheme shall be automatically and immediately forfeited.
- 2.2 Participation in the Scheme signifies acceptance of such HTA rules and administrative arrangements as may from time to time be applicable to the Scheme.
- 2.3 It is a requirement that Members both sell and accept Vouchers.
- 2.4 Members are expected to show commitment to the Scheme and actively promote the Vouchers within their retail outlets. This includes online retailing where appropriate.
- 2.5 Members accept their responsibility for securely stocking the Vouchers, only selling new, unused Vouchers to consumers, validating Vouchers upon sale to consumers, operating a fair change policy for exchange of goods and services with Vouchers, invalidating Vouchers upon exchange of goods and services for Vouchers, and securely sending redemption claims to the HTA for payment.

2.6 The HTA may trade in the Scheme subject to the following limitations:

2.6.1 in engaging in the sale of Vouchers, the HTA shall do nothing that will knowingly adversely affect Members; and

2.6.2 The HTA may not engage in the exchange of Vouchers for good or services.

2.7 If a Member agrees to take part in any other third party gift voucher scheme it shall notify the HTA. Where the Member participates in a third party gift voucher scheme, membership of the Scheme shall be automatically and immediately forfeited, unless previously authorised by the Board.

2.8 Members are reminded that annual HTA subscription fees are due on the 1st day of each calendar year. Any member in default of payment of the annual subscription fees may be withdrawn from participating in the Scheme.

2.9 Membership of the Scheme may be withdrawn at the discretion of the Board. The Board's decision shall be final.

2.10 Where there is a change of ownership or control of a Member, the following procedure will be followed

2.1.1 the Member must inform the HTA in a timely manner that the change of ownership or control is taking place; and

2.1.2 any decisions regarding the ordering, selling or redemption payments for Vouchers will be at the sole discretion of the Board and will take into account any change of business activity from retailing and new HTA membership applications deemed necessary.

3. Provision of Materials

3.1 The HTA shall make available:

3.1.1 the Vouchers, in denominations to be decided from time to time by the Board;

3.1.2 Scheme forms for ordering the Vouchers and making Voucher redemption claims;

3.1.3 details of HTA members participating in the Scheme; and

3.1.4 promotional materials for the Scheme.

3.2 Materials to be used in the Scheme are restricted to those supplied by the HTA or materials produced by Members that have been authorised by the HTA.

4. Sales of Vouchers

4.1 Vouchers are sold by the HTA to Members at face value less a discount decided upon by the Board.

4.2 Where Vouchers are sold directly from the HTA to consumers, they are sold at face value only.

5. Return of Unused Vouchers

5.1 Subject to clause 8, during the period of membership of the Scheme, a Member may return unused Vouchers to the HTA if the following conditions are met:

- 5.1.1 only whole books of Vouchers can be returned;
- 5.1.2 The Vouchers must be less than 12 months old; and
- 5.1.3 the Vouchers must be in good unsold condition.

5.2 Where Vouchers are returned in accordance with clause 5.1 the HTA will refund the price paid for the Vouchers less a service charge to cover the administration costs of the HTA.

6. Payment for Vouchers, Risk and Title

- 6.1 Members must provide one address for invoicing purposes. Multiple addresses may be accepted at the discretion of the HTA and may be subject to payment of a fee.
- 6.2 Payment in full will be due within 30 days of the date of the invoice from the HTA.
- 6.3 The HTA reserves the right to charge interest on late payment of invoices at the rate of 3% per annum above the Bank of England base rate from time to time in force and/or decline to sell further Vouchers until all overdue amounts are paid in full.
- 6.4 The HTA also reserves the right to withdraw credit terms at the discretion of the Board.
- 6.5 The HTA shall be entitled to set off any late payments against Voucher redemptions claims under clause 7.
- 6.6 The Vouchers are at the risk of the Member from the time of dispatch by the HTA to a courier or postal carrier.
- 6.7 Ownership of Vouchers shall not pass to the Member until the HTA has received in full (in cash or cleared funds) all sums due to it in respect of the Vouchers.
- 6.8 Until ownership of the Vouchers has passed to the Member, the Member shall:
 - 6.8.1 hold the Vouchers on a fiduciary basis as the HTA's bailee;
 - 6.8.2 store the Vouchers in such a way that they remain readily identifiable as the HTA's property;
 - 6.8.3 not destroy, deface or obscure any identifying mark on or relating to the Vouchers;
 - 6.8.4 maintain the Vouchers in satisfactory condition; and
 - 6.8.5 indemnify the HTA against all costs, claims, liabilities, losses and expenses arising from any theft or other loss of the Vouchers.
- 6.9 The Member may resell the Vouchers before ownership has passed to it solely on the following conditions:
 - 6.9.1 any sale shall be effected in the ordinary course of the Member's business at full market value; and
 - 6.9.2 any such sale shall be a sale of the HTA's property on the Member's own behalf and the Member shall deal as principle when making such a sale.
- 6.10 The Member grants the HTA, its agents and employees an irrevocable license at any time to enter any premises where the Vouchers are or may be stored in order to inspect them, or to recover them where ownership has not passed.

7. Redemption Claims

- 7.1 Members who supply goods and services in exchange for Vouchers are entitled to claim redemption from the HTA at the face value of the Vouchers less and administration charge fixed by the Board.
- 7.2 Claims will only be accepted by the HTA where the Vouchers claimed for are cancelled by the claiming Member in accordance with the operational procedures specified by the Board from time to time.
- 7.3 All claims must be accompanied by an official HTA claim form.
- 7.4 The HTA will not consider payment of claims where operational procedures specified by the Board from time to time are not adhered to or where both proof of posting (Royal Mail Special Delivery Reference Number or Courier Service Consignment Number) and proof of the value of the claim (Pink Claim Form or Voucher serial numbers) cannot be provided.

8. Ceasing Trade in National Garden Gift Vouchers

- 8.1 Where membership to the Scheme is forfeited or withdrawn under clause 2, the following procedure will be followed:
 - 8.1.1 the Member will be unable to order or sell new Vouchers;
 - 8.1.2 all redemption claim forms from the Member must be received by the HTA within a 3 month period from the date that membership of the Scheme ceases. Claims made after the 3 months period will not be fulfilled;
 - 8.1.3 unused and unsold Vouchers must be returned to the HTA for a refund in accordance with clause 5; and
 - 8.1.4 any exception to this procedure is at the sole discretion of the Board.
- 8.2 Where a Member goes into liquidation, makes a voluntary agreement with its creditors, becomes subject to an administration order, ceases or threatens to cease to carry on business or goes into receivership, it will no longer be eligible to participate in the Scheme and the following procedure will be followed:
 - 8.2.1 the Member must inform the HTA of the circumstances in a timely manner;
 - 8.2.2 the Member must return its stock of Vouchers to the HTA;
 - 8.2.3 the HTA will take the condition of the Vouchers and the length of time the Vouchers have been held by the Member into consideration in deciding the value to be offered for the Vouchers; and
 - 8.2.4 redemption claims will only be accepted at the discretion of the HTA.

9. Miscellaneous

- 9.1. The Board's decision on all matters relating to these Rules shall be final and binding on Members.
- 9.2. The HTA shall be entitled to terminate with immediate effect a Member's membership to the Scheme if the Member commits a breach of these Rules and such breach is either

incapable of being remedied or is not remedied within 7 days of the HTA sending written notice of such breach to the Member.

- 9.3. On termination of Membership for breach under clause 9.2, Vouchers shall be returned to the HTA for a full refund in accordance with clause 5, and no new redemption claims will be accepted.
- 9.4. In no circumstances will the HTA be liable for contract, tort or otherwise, howsoever and whatever the cause for:
 - 9.4.1 any loss of profit, business, contracts, revenues or anticipated savings; or
 - 9.4.2 any special, indirect, incidental or consequential damage of any nature whatsoever.
- 9.5. These Rules shall be governed by English law and the HTA and Members agree to submit to the exclusive jurisdiction of the English Courts.