

Rules of the Scheme

These rules ("Rules") govern the Horticultural Trades Association (HTA) National Garden Gift Card Scheme ("Scheme") and contain the terms and conditions to be observed by all members of the HTA who participate in the Scheme ("Members"). Any information about the Scheme contained in any promotional or other material issued by the HTA shall not be incorporated in, or take precedence over, these Rules.

1 The Scheme

1.1 The gift cards are known as HTA National Garden Gift Cards (the "Gift Cards"). The gift card scheme is known as the HTA National Garden Gift Card Scheme.

1.2 The proprietor of the Scheme is the Horticultural Trades Association (the "HTA"), company number 00169606, whose registered office is at Horticulture House, Manor Court, 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 allowing members of the HTA to sell the Gift Cards which can be exchanged for plants, bulbs, seeds, growing media, garden tools, plant protection products, garden buildings and garden furniture in members registered outlets.

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 amended by approval of 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 participate in the Scheme. If HTA membership ceases for any reason, participation in the Scheme shall be automatically terminated.

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 accept the Gift Cards when they are presented by customers, and continue to redeem National Garden Gift Vouchers (NGGV).

2.4 Members are expected to show commitment to the Scheme and actively promote that they sell and accept the Gift Cards within their retail outlets and/or on their website.

2.5 Members are reminded that annual HTA membership subscription fees are due on the 1st day of each calendar year.

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

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

2.6.2 Any decisions regarding the ordering or redemption payments for Gift Cards will be at the sole discretion of the Board and will take into account any changes of business activity from retailing and new HTA membership applications deemed necessary.

3 Provision of Materials

3.1 The HTA shall make merchandising materials available 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 Processing of Gift Cards

4.1 Members must maintain a card acquirer relationship, independent of the HTA, which enables them to accept, process and settle transactions on the MasterCard and Visa bank card networks; and

4.2. Members must supply and maintain, at their cost, equipment that will process real-time, electronic transactions on such networks.

4.3 Members agree to adhere to all guidelines for Payment Card Industry (PCI) compliance set by EML Payments Europe Limited or any other processor of the Scheme appointed by HTA (the "Processor") in respect of accepting transactions and processing Gift Cards. Members also agree to comply with all reasonable instructions in relation to accepting transactions and processing Gift Cards as may be notified by the HTA to Members from time to time.

4.4 Without prejudice to the generality of clause 4.2, the HTA may require Members to execute an agreement whereby the Member agrees not to accept a Gift Card unless the transaction has been approved by real-time electronic authorisation and to pay for chargebacks resulting from the unauthorised acceptance of Gift Cards.

4.5 Members shall ensure that no transactions using Gift Cards shall be allowed for payment of goods or services unless an electronic authorisation (including authorisation code) has been received from the Processor. Any Gift Card transaction that is accepted by a Member for payment and presented for settlement through the card network that has not been electronically authorised (including authorisation code) by the Processor shall not be authorised for settlement.

5 Scheme costs and fees

5.1 Members who sell Gift Cards will receive from the HTA a fee at a percentage of the face value of the card sold. The amount of this fee and the settlement arrangements will be fixed by the HTA.

5.2 Members who supply goods and services in exchange for Gift Cards will pay the HTA a fee at a percentage of the face value of the card redemption amount. The amount of this fee and the settlement arrangements will be fixed by the HTA.

5.3 Members will bear the cost of and pay any credit card, debit card, discount, acquiring bank fees, interchange or other fees charged for selling a Gift Card and any such fees due to the acquiring bank for the redemption of Gift Cards, such as the fees charged for accepting cards using the American Express, MasterCard or Visa networks.

6 Termination of Participation in the Scheme

6.1 A Member may terminate its participation in the Scheme by giving not less than 3 months' written notice to the HTA at any time.

6.2 The HTA may, at the discretion of the Board, terminate a Member's participation in the Scheme by giving not less than 3 months' written notice to the Member at any time.

6.3 The HTA may terminate a Member's participation in the Scheme with immediate effect by giving written notice to the Member if:-

6.3.1 the Member is in breach of any of these Rules (in particular but without limitation the obligation to pay the annual HTA membership subscription fees on the due date) 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; or

6.3.2 the Member's membership of the HTA terminates for any reason whatsoever; or

6.3.3 the 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.

6.4 The Member shall not be entitled to a refund of the unexpired portion of the annual HTA membership subscription fee on termination of participation in the Scheme.

6.5 On termination of participation in the Scheme (for any reason whatsoever) the Member must promptly pay all sums due to the HTA under clause 5.1.

6.6 Where participation in the Scheme is terminated by the HTA pursuant to clause 6.3 the Member shall cease to accept the Gift Cards with immediate effect unless the HTA elects, at its discretion, that the transition arrangements in clause 6.7 should apply.

6.7 Save as provided in clause 6.6 the Member shall use reasonable endeavours to co-operate with the HTA for a period of up to 3 months following termination of the Member's participation in the Scheme so as to minimise disruption to the Scheme including without limitation continuing to accept Gift Cards in accordance with these Rules during such transition period.

7 Miscellaneous

7.1 The Board's decision on all matters relating to these Rules shall be final and binding on Members. 7.2 In no circumstances will the HTA be liable in contract, tort or otherwise, howsoever and whatever the cause for:

7.2.1 any loss of profit, business, contracts, revenues or anticipated savings; or

7.2.2 any special, indirect, incidental or consequential damage of any nature whatsoever.

7.3 These Rules shall be governed by English law and Members agree to submit to arbitration or, at the HTA's sole discretion, the exclusive jurisdiction of the English Courts.