

Enjoy, Milestone Loyalty.

Terms and Conditions

1. Introduction

1.1 Enjoy (the 'Club') is the trading name for the loyalty card scheme run by Milestone Garden & Leisure Ltd and The Greenhouse Café, Melrose.

1.2 These terms and conditions (the 'Conditions') set out the basis on which you can join the Club, receive benefits and earn reward points which can be redeemed against qualifying purchases. They are also the terms on which the Club can use your personal information.

1.3 If you apply to join the Club or use a membership card, you automatically accept these Conditions.

2. Joining the Club and using your Card

2.1 When applying for membership, your name, full postal address and signature must be provided for an Enjoy card (the 'Card') to be registered. Each new member will receive one Card. Applicants must be aged 16 or over and must be a resident of the UK, Channel Islands or Isle of Man. The Club reserves the right to refuse an application for any good reason.

2.2 Membership benefits currently include:

- Reward points on qualifying purchases
- Exclusive special offers and events
- Preview evenings
- Club newsletters

2.3 Your Card remains the property of the Club. It must be returned to us on request or destroyed when no longer valid for use. Your Card is not valid to be used as a cheque guarantee card or credit card.

2.4 Any Card issued is personal to the registered member of the Club. A Card and any reward points on it are non-transferable and can only be used by the registered cardholder.

2.5 The Club 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 the Club; and (c) on notice to you, withdraw or cancel the Cards and/or the reward points and/or terminate the Club. We may also close any account on which no reward points have been earned or redeemed for a continuous period of 12 months.

2.6 If you breach these Conditions, your Card may be cancelled 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 manner not permitted by these Conditions. This will include where a cardholder gives false or misleading information to us, or is abusive or offensive to any member of staff.

2.7 You are responsible for the security of your Card, as reward points and your unique identification membership number are stored on it. If you believe an unauthorised person has compromised the security of the Card in any way, you should notify the Enjoy Administrator immediately. Lost, damaged or stolen cards can be replaced by the Enjoy Administrator. The Club is not responsible for any unauthorised use of the Card or reward points.

3. Collecting and spending reward points

3.1 To collect reward points at Milestone Garden & Leisure or The Greenhouse Café, you must present your Card at the till at the time of purchase or within 10 days of the date of purchase. In the case of the latter, proof of purchase (a validated till receipt), will be required for the reward points to be added to the Card. You cannot claim reward points on purchases made before you joined the Club.

3.2 Reward points will be awarded on all merchandise sold in Milestone Garden & Leisure or Greenhouse Café, with the exception of the confectionery, gift vouchers, books and CDs, products from in-store concessions, all types of garden buildings and any service charges e.g. home delivery, are not eligible for reward points.

3.3 All Club benefits are subject to availability. The Club determines the number of reward points which can be earned on particular transactions and also reserves the right to offer bonus points on certain products as selected by the Club from time to time at its sole discretion.

3.4 You will receive reward points on qualifying transactions. These are awarded at a rate of 3 points for every £1.00 spent or a pro-rata amount (1 point for every 33.333p) in a single qualifying transaction. These rates can be altered at the Club's discretion on reasonable notice. The number of points may vary between qualifying purchases.

3.5 Each point has a redemption value of 1p and can only be earned or redeemed directly with our Milestone Store or Greenhouse Cafe. Points will only be redeemed in multiples of 100 points at any time, subject to a minimum level of 100 points. The amount of the purchase must be greater than the value of points being redeemed. The Club reserves the right to vary these rates at any time on reasonable notice. All points awarded have no monetary value.

3.6 Reward points have no expiry date, but are lost if the relevant Card account is closed or the Club ends, as noted in section 2.5. Points from more than one account cannot be combined to redeem on the same transaction.

3.7 If you decide to return a product, we will deduct the reward points from your Card that you collected when you purchased the product. In line with our Returns policy, your Enjoy card and the original till receipt must be produced when goods are returned.

3.8 Reward points can only be earned, held or redeemed as set out in these Conditions. Any other use, award, sale, exchange or transfer of points, or attempt to do so, constitutes a serious breach of these Conditions. Any reward points not earned and held in accordance with these Conditions will be invalid and cannot be redeemed. Any such points will be deducted and we make take any other appropriate action.

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

3.10 General Terms

(a) The Club may vary these Conditions and will give members as much notice as it reasonably can. Such variations will also be published in store and on our website at www.enjoystuffonus.com. Earning further points following such variation shall constitute acceptance of the changes the Club makes.

(b) In the event that the Club decides to transfer the loyalty scheme to another legal entity, it may transfer all its rights and obligations under these Conditions without your consent and may disclose or transfer information about you to any potential or new owner. Such a disclosure or transfer will not alter the rights of members in respect of the use that can be made of such information by the other legal entity.

(c) The Club will only be liable to members who suffer loss as a result of the Club's breaches of these Conditions. If so, and subject to point 3.9 above, the Club's sole liability shall be to credit to the relevant account any points that have been wrongfully deducted or should have been credited but were not. These Conditions prevail in the event of any conflict or inconsistency with any communications, including advertising or promotional materials, in connection with the operation of the Club.

(d) The rights and obligations of the Club and its members under these Conditions and any dispute in relation to them shall be governed by the laws of Scotland. The Club's obligations to Cardholders in respect of the Club are contained in these Conditions and nowhere else.

4. Data Protection Statement

4.1 Milestone Garden & Leisure Ltd is committed to protecting your privacy.

This section sets out how the Club will gather personal data on members, how this information will be used and who it may be shared with. Under the Data Protection Act 1998 (the 'Act'), we have a legal duty to protect any information we collect from you. We will not pass on your personal details to any third party except where we have your permission, where we are required to do so by law.

4.2 By joining the Club you agree to the personal data you supply being used to help us manage the Club and improve the way we run it. We wish to understand our members' shopping habits to improve the Club benefits and our service to you. Club members also agree to their personal data being used to send mailings by e-mail and/or by post, including marketing and promotional materials about goods and services on offer in store and on our website.

If you choose to opt out of receiving communications relating to your Club membership, we will comply with such request and pass this instruction to any participating third parties.

4.3 The Club confirms that it has in place adequate safety and security measures to keep your personal data safe and secure in accordance with its obligations under the Act.

4.4 Access to Personal Data: the Act gives you the right to access information held about you by the Club. Any access request may be subject to a fee to meet our costs in providing you with details of the information we hold about you.

5. Contact Details

If you have any questions about these terms and conditions please contact us by e-mail at info@milestonegardenandleisure.com; by post to: The Enjoy Administrator, Milestone Garden & Leisure Ltd, Newtown St Boswells, Melrose, Roxburghshire TD6 0PL; or by telephone on 01835 825959.

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