

Terms and Conditions

Your use of this Website

You must only use this Website for lawful purposes, and you must not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website.

You may use, download and print content on the Website solely for your own personal use or internal business purposes. Other than for your own personal use or internal business purposes, you may not without our prior written consent:

- copy, reproduce, use or otherwise deal with any content on the Website;
- modify, distribute or re-post any content on the Website for any purpose;
- reproduce, crawl, frame, link to or deep-link into this Website on or from any other website;
- use the content of the Website for any commercial exploitation whatsoever.

Password/account security

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. Daikin Airconditioning UK Ltd (shall be known as Daikin UK for here on in) shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

Ownership of rights

All rights, including copyright and other intellectual property rights, in and to this Website are owned by or licensed to Daikin UK.

If you acquire any copyright or other intellectual property rights in the Website (whether by operation of law or otherwise), then you agree to assign those rights to us (including any rights you may have in user generated content that you submit through the Website) on a worldwide basis absolutely to the fullest extent permitted by law. You will also unconditionally and irrevocably waive any and all moral rights you acquire in or to the Website.

You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the Website.

Accuracy of content

To the extent permitted by applicable law, Daikin UK disclaims all content or information displayed in or on this Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party. The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of Daikin UK or any of its agents.

Damage to your computer or other device

Daikin UK uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, Daikin UK shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.

Links to other websites

We have placed links on this Website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. Except where required by applicable law, Daikin UK cannot accept any liability in respect of the use of these websites.

Changes to these Website Terms

We reserve the right to change and update these Website Terms from time to time and recommend that you revisit this page regularly to keep informed of the current Website Terms that apply to your use of the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Website Terms.

Cookies Policy

Introduction

At Daikin UK we want to make sure that the website we operate looks as good as possible but also is easy for you to use. To help us to do this, our website uses cookies.

Cookies help us to assess how you use our website and also how we can improve our website. This means we have the information we need to regularly evaluate whether our website really meets your needs. Some of the cookies we use improve the functionality of our website, so if you choose to disable cookies on your browser, you might find that you can't access some aspects of our website, or that parts of the website don't function in the way that you might expect them to.

What Are Cookies?

A cookie is a small file of letters and numbers that we put on your computer if you agree. Cookies allow us to recognise that you have visited our website before and remember your preferences.

Cookies can help us to remember your website login so that you don't need to type it into the website every time you return, or to remember the goods that you have clicked to purchase on one page so that they are added to your basket.

Cookies also help us to collect information about the way you use our website which helps us to ensure any advertising that you see is relevant and useful to you.

How We Use Cookies

Our website uses 10 cookies. These cookies allow us to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and to improve our website. We are required by law to provide you with clear and comprehensive information about the cookies that we use and if this page does not answer all of your queries you should contact us.

Our cookies do not store information which could be used to identify you personally, such as your contact details.

We use the following cookies:

Analytical/Performance Cookies

They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

Strictly Necessary Cookies

These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website

Cookie name: *Google Analytics* **Purpose:** Collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited. Google's privacy policy is available [here](#).

Cookie name: *ci_session* **Purpose:** Also called a transient cookie, a cookie that is erased when the user closes the Web browser. The session cookie is stored in temporary memory and is not retained after the browser is closed. Session cookies do not collect information from the user's computer. They typically will store information in the form of a session identification that does not personally identify the user.

Cookie name: *YouTube* **Purpose:** Features for sharing videos via YouTube, and remembering what videos you've seen.

Privacy Policy

This privacy policy sets out how Daikin UK uses and protects any information that you give to Daikin UK. This data may be collected via the Daikin UK or other parties acting on behalf of Daikin UK; or by phone or paper based means.

Daikin UK is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used to successfully fulfil your requests within the confines of the programme.

This policy is effective from 1st May 2016.

What we collect

We may collect information such as the following:

- Name, address and job title
- Contact information including email address
- Company information - business users only
- Demographic information such as postcode, preferences and interests
- Product purchase and warranty information
- Other information relevant to customer surveys and/or offers or loyalty programmes

What we do with the information we gather

We require this information to understand your needs, fulfil our duties, provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may contact you by email, mail or phone/SMS/fax about new products, special offers or other information which we think you may find interesting, using the details which you have provided.
- We may also contact you by email, mail or phone/SMS/fax with information regarding the servicing or maintenance of products.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone/SMS/fax or mail.
- Your information may be passed to third parties whose software is embedded within the D1 Partner portal, to enable you to be able you to redeem your Business development Fund.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place sensible physical, electronic and managerial procedures to safeguard and secure the information we collect.

Data may also be supplied to Agents of Daikin UK who provide services for Daikin UK. Daikin UK will obtain assurances from its Agents that they will safeguard personal information in a manner consistent with this policy.

Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site.

Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

If you have previously agreed to us using your personal information for marketing purposes, you may change your mind at any time by writing to or emailing us using the details below.

We will not sell, or lease your personal information to third parties unless we have your permission or are required by law to do so.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to the address below.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the address below, and we will promptly look into the matter.

Contact Details

For the purposes of the Data Protection Act 1998, the data controller is Henk Van Den Berg, Daikin Airconditioning UK Ltd, a company registered in England and Wales.

Company Number: 04616794

Registered office: 1, The Heights, Brooklands, Weybridge, Surrey KT13 0NY

Daikin D1 Partner Programme

1. Member eligibility

1.1 The Daikin UK D1 Partner Programme and the two tiers within it are open to companies fulfilling the following criteria each calendar year:

D1 Partner Programme	D1 Business Partner	D1+ Premium Partner
Annual sales value per Calendar Year	£50,000	£200,000
F Gas certified (company level)	✓	✓
B&ES or Refcom Elite Membership		✓
Daikin product training courses per Calendar Year	2 days	5 Days with one course being a service & maintenance course
Accounts	Daikin UK payment terms adhered to	Daikin UK payment terms adhered to

1.2 Employees of Daikin UK stockists and merchants and distributors, or employees and contractors of major energy suppliers are not eligible to participate.

1.3 Employees and agents of Daikin UK and its affiliates and subsidiaries and parent company, and such employees and agents' immediate families (spouse, parent, child or sibling) are not eligible to participate in the programme.

2. Applications

2.1 Applications to the Daikin D1 Partner Programme portal must be made via your Daikin Sales Representative.

2.2 To successful applicants must fulfil the criteria set out in 1. Partner Eligibility

2.3 Usernames and passwords to access the Partners' area of the online portal will be delivered once an application has been approved.

2.4 It is important that partners contact details are kept up to date in order that Daikin UK can operate the D1 Partner programme effectively. Partners are encouraged to keep details up to date via the partner programme online account management. Partners can also update their details by calling the D1 Partner programme administrator on 0845 641 9000 between the hours of 9:30am and 5:00pm, Monday to Friday or by emailing d1@daikin.co.uk.

2.5 Daikin UK shall not be liable for any unauthorised use or access to any D1 Partner Programme partners (a) purchase and purchase history; (b) rewards; or (c) account information;

and partners are strongly advised to keep their account security details safe and secure. No compensation request will be accepted by Daikin UK

3. Business Development Fund (BDF)

3.1 Daikin UK reserves the right to (a) alter the products included or excluded from the D1 Partner programme; (b) to alter activities on which the BDF may be redeemed; (c) to alter the amount of purchases required to earn BDF; and (d) alter the calculations of BDF per purchase frequency and/or purchase value/quantity.

3.2 Daikin UK reserves the right to offer bonuses or special offers on certain products as selected by Daikin UK from time to time and at Daikin UK's discretion.

3.3 Daikin UK's D1 Partner Programme redeemers agree:

(a) to use the BDF for his/her own company private use and not to use it for any commercial purpose, whether for a fee or otherwise, or to distribute it commercially;

(b) not to use the BDF for any fraudulent, criminal or unlawful purpose;

(c) not to infringe either Daikin UK's or any other person's intellectual property rights, including but not limited to copyright, in the BDF and not to delete or amend any copyright or other proprietary notices which may appear therein/on;

(d) not to use the BDF in any way which Daikin UK's, in its absolute discretion, considers objectionable, injurious to its brand or reputation or otherwise unacceptable.

3.4 Daikin UK's liability under or in connection with the programme or these terms and conditions shall be limited to the value of BDF (based on the average value of all rewards awarded).

3.5 Daikin UK's not be liable for any losses, taxes, liabilities or inconvenience suffered by any member as a result of these terms and conditions, entering into the programme or using a reward except that Daikin UK's does not exclude or limit its liability for death or personal injury caused by its negligence, fraudulent misrepresentation or any other liability to the extent that such liability cannot be excluded or limited under applicable law or regulation.

3.6 Daikin UK's does not accept responsibility for any event which may cause the programme to be disrupted or corrupted.

3.7 Daikin UK will allocate the BDF based on purchases via two channels (a) Directly from Daikin UK and (b) By special agreement Indirectly via one of our approved wholesalers. Rewards for purchases made directly from Daikin UK (3.8a) will be based on the below table and no further action after purchasing will be required to have these rewards added to your account. Rewards for purchases made from a Daikin approved wholesaler (3.8b) will be added to your account if it is part of the special agreement. The value of the BDF are indicated in the below table. Daikin UK reserves the right to change the BDF value of invoiced sales within the programme at any given time.

	Invoiced sales	Contribution
D1 Business Partner	£50,000 - £74,999	£1,000
	£75,000 - £99,999	£1,500
	£100,000 - £124,999	£2,000
	£125,000 - £149,999	£2,500
	>£150,000	£3,000
D1+ Premium Partner	>£200,000	2%

4. Making BDF redemptions

4.1 Only verified Daikin UK's D1 Business & D1+ Premium Partners are entitled to access and make claim(s) on the online Partners area of Daikin's D1 Partner Programme portal.

4.2 Claims will be validated at point of Business Development Fund redemption for eligibility. Only verified product purchases will be accepted.

4.3 No cash alternative to the Business Development Fund is available, nor can the reward(s) be exchanged for an alternative reward. Where the reward(s) becomes unavailable for whatever reason, Daikin UK reserves the right to substitute that reward for a reward of equal or higher value.

4.4 Eligible purchases are based on the previous calendar years invoiced sales,

4.5 Members shall not transfer or exchange eligible purchase(s) or reward(s) between his/her various member accounts, or with other members.

4.6 Daikin UK standard contribution rate per claim from the BDF are indicated below:

D1 Business Partners: 50% of the net cost of the approved activity you choose.

D1+ Premium Partners: 75% of the net costs of the approved activity you choose.

5. Terminations, limitations or suspensions

5.1 Daikin UK reserves the right to cancel, terminate, modify or suspend the programme or these terms and conditions at any time and for any reason, either in whole or in part, with or without notice.

5.2 Daikin UK reserves the right to withdraw or cancel the BDF, including the issue and redemption of such, and/or terminate the D1 Partner Programme. In this event, the Partners current

purchase history shall remain available for a period of 30 days after which time, they will be cancelled and the Partners account(s) closed. A D1 partner programme partner may terminate his/her account at any time.

5.3 If partners breach these terms, or if Daikin UK reasonably believes that partners have breached these terms and/or abused the D1 Partner programme partner account(s) may be terminated, any eligible purchases made but not used for reward redemption may be cancelled and the D1 Partner programme closed without prior notice. Daikin UK reserves the right to take any action deemed necessary where a member is found to have abused the D1 Partner programme

6. General Information

6.1 The promoter of this Partner Programme is Daikin UK, whose registered office is at Daikin Airconditioning UK Ltd, 1, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY

6.2 These terms and conditions and the contractual and non-contractual obligations arising from or relating to them are governed by English law and any dispute arising out of or in connection with them will be subject to the non-exclusive jurisdiction of the English courts.

6.3 Daikin UK's data Protection and Privacy Policy sets out the information that Daikin UK will collect about members, how Daikin UK use the information and whom it may be shared with.

6.4 Daikin UK operates a complaints handling procedure, which is used to try to resolve disputes when they first arise. If members have a complaint with the D1 Partner Programme, please contact Daikin Marketing at the following address: Daikin UK, 1, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY

6.5 D1 partner programme partners can request the closure of their account by emailing d1@daikin.co.uk or writing to the following address D1 Partner Programme Administrator, 1, The Heights, Brooklands, Weybridge, Surrey, KT13 0NY