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 that 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.

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.

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 schemes

What we do with the information we gather & why

Personal data is processed on the Daikin D1/Ci portal (d1.daikin.co.uk/ci.daikin.co.uk) based on the legal ground of legitimate interest. Personal data (name, email address, phone number) is processed solely for the purpose of administrating user accounts including: for account validation and login purposes; account synchronisation to the Daikin Training Platform and Gemaco promotional merchandise shop; single sign on to my.daikin.co.uk, standbyme.daikin.co.uk and other associated platforms; reporting of account activity on the platform; so that Daikin administrators and sales staff can view Business Development Fund balances and orders; and for support tasks delivered by ReallyB2B (our web development partner) when requested directly by Daikin UK. Your personal data will not be shared with any other 3rd parties or used by Daikin for direct marketing, unless you have separately and actively consented to this. If you wish to see what personal data of yours is held on the Daikin D1 or Ci portal (d1.daikin.co.uk/ci.daikin.co.uik) please see <https://d1.daikin.co.uk/my-profile> or https://ci.daikin.co.uk/my-profile. If you wish to have your data erased, rectified or restricted, or you object to this profiling, please contact marketing@daikin.co.uk. This explanation of how we use your data specifically on key.daikin.co.uk should be read in conjunction with Daikin’s full Data Protection Policy. Please see: <https://www.daikin.co.uk/en_gb/data-protection-policy.html> which sets out the more generalised ways in which Daikin processes data.”

Data Protection & GDPR

Daikin’s data protection policy has been updated in line with the new General Data Protection Legislation. Please see: https://www.daikin.co.uk/en\_gb/data-protection-policy.html. For clarification of key terms, please see https://www.daikin.co.uk/en\_gb/key-terms-for-data-protection-policy.html

Daikin D1 & Certified Installer Programmes

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** | **Certified Installer** | **D1 Business Partner** | **D1+ Premium Partner**  |
| Annual sales value per Calendar Year | £20,000 | £50,000 | £200,000 |
| F Gas certified (company level) | ✓ | ✓  | ✓ |
| B&ES or Refcom Elite Membership  |  |  | ✓ |
| Daikin product training coursesper Calendar Year | 1 day | 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 | 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)

D1 Business & D1+ Premium Partners Only

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 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 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

6.4 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