

**Definitions**

a) "Company" means Farla Medical Ltd (Company Number 4776615) whose registered office is at 5 North End Road, London, NW11 7RJ

b) "Customer" means the person, firm, company or other legal entity (including without limitation any hospital, prison, wholesaler or government agency) placing an order with the company.

c) "Loyalty Scheme / FarlaFair or FarlaFair Loyalty Scheme" means the earning and collection of Reward Points for purchases made and the issue of Reward Codes against said Reward Points at a redemption rate as outlined in the Terms and Conditions.

d) "Conditions" means these Terms and Conditions.

e) "Members" means participants.

Words in the singular shall include the plural and vice-versa.

The headings in these conditions are intended for reference only and shall not affect their construction.

The Company offers GP Customers the opportunity to participate in the a Loyalty Scheme to earn points for every purchase made with the Company. Points are converted into BBP £5 and pence that can only be redeemed using a valid Reward Code. Reward Codes are issued quarterly if the minimum threshold of 500 points / £5 per quarter has been achieved.

The Conditions governing the Loyalty Scheme are set out below.

1. As of the 1st March 2017 all GP Practice Customers will be auto-enrolled into the Loyalty Scheme and will receive a confirmation and information email detailing how the FarlaFair Loyalty Scheme works.

2. The Loyalty Scheme is open to GP practices only. The Company may at its own discretion choose to accept other entities to this Loyalty Scheme.

3. All Members of the Loyalty Scheme must work at or be part of a registered GP practice and aged 18 years or over.

4. Members of the Loyalty Scheme can choose to leave the Loyalty Scheme at any time. By leaving the Loyalty Scheme a Member would forfeit their right to any Reward Points or Reward Codes already accrued or issued.

5. Customers can opt out by sending an email to sales@farla.co.uk stating their intention to opt-out.

6. Any future requests to re-join must be made in writing to sales@farla.co.uk.

7. Members must keep the Company

informed of any changes in their data. The Company cannot be held responsible for any loss of Reward Points incurred as a result of old customer data.

8. The Loyalty Scheme and points accrued are not transferable in whatsoever form.

9. Loyalty Points and Reward Codes remain the responsibility of the Member as do any security details relating to the account and their usage.

10. The Company may decline to issue, withdraw or cancel Loyalty Scheme accounts, at any time where there is a reasonable belief of:

a. Abuse or attempted abuse of the Loyalty Scheme.

b. Breach or attempted breach of the terms and conditions set herein.

c. Behaviour relating to the Company that involves theft, misconduct, abusive or offensive behaviour or the supply of false or misleading information.

11. The Company's accounting system will hold the Reward Points to value ratio and will control the draw-down of Reward Points. Reward Points can only be redeemed against next purchase using a valid Reward Code once the minimum threshold of 500 points / £5 per quarter has been achieved.

12. For every GBP £1 spent the Member will receive one point outlined as £1 = 1 point = £0.01. This might vary in the future and on special promotions where selected items might attract variable points.

13. Reward Points are calculated at the point of issuing a sales order and will be based upon the nett GBP £ sterling value of the order.

14. The financial value of Reward Codes will be rounded up to 2 decimal places.

15. Members will not be able to use Reward Points earned against any purchase order invoices until overdue invoices are settled in full. The Company reserves the right to restrict the usage of Reward Codes based on this.

16. Once a Member has accrued the minimum value over a 3 month period and receives the relevant Reward Code, the Member can redeem this value against future purchases.

17. Reward Codes must be applied to sales orders before the invoices has been issued. It will not be possible to add a Reward Code to an order once the invoice has been issued.

18. Reward Points awarded at the

time of a transaction or Reward Codes already issued may be removed or cancelled if the Company establishes that the Reward Points were collected in breach of the terms and conditions herein or that such points and/or Reward Codes were awarded in error. For the avoidance of doubt, any advice or actions of the Company's staff that are contrary to these terms and conditions will not have the effect of changing these terms and conditions.

19. It will only be possible to use a Reward Code to pay for sales orders generated against the customer account they were accrued on. Reward Codes and Reward Points cannot be transferred, bought, sold or traded in any way.

20. Reward Points will only be awarded for qualifying products. Products excluded from the Loyalty Scheme include Pharmaceuticals and Services. These may vary from time to time at the discretion of the Company.

21. The Company reserves the right to set a limit on the number of times Reward Points may be awarded for promotional items on which additional points are available. Individual promotions may have different limits as communicated in their purchase conditions. Any participation in promotional offers above and beyond what could objectively be considered consumer behaviour may be considered an abuse of the Loyalty Scheme.

22. Members can find their latest Reward Points balances on their monthly statement.

23. The Company will issue Reward Codes quarterly. The Company will convert its Members' Reward Points into Reward Codes every 3 months based on the calendar quarter year breakdown (Jan - March / April - June / July - September / Oct - December).

24. Each Reward Code will contain a unique reference which the Member must quote when wishing to redeem against their purchase. Reward Codes will only be sent to Members by email.

25. Reward Codes will be issued according to the following procedure:

25.1. Reward Codes will be automatically issued on a quarterly basis (as defined in Point 23) to Customers with a Reward Points balance equal to or greater than 500 points which is equivalent to a GBP £5, as per the ratio defined in Clause 12.

25.2. Reward Codes will have an expiry date of 3 months from the date of issue.

25.3. Members will be sent an email with their unique Reward Codes and expiry details.

25.4. Reward Points and Reward Codes

cannot be used after they have expired.

26. Should the Company at any point decide to change the Reward Points value ratio, these changes would only impact accruals on sales orders moving forward from said defined date and would not be against any points retrospectively accrued.

27. When a Reward Code is used to pay for part or all of a sales order, VAT (where applicable) will be calculated against the entire sales order.

28. The Company is entitled to remove Reward Points from a Member's balance should products be returned for any reason and/or should a full or partial re-fund of the purchase price be given. This also applies to the exchange of products, unless the exchange is for products with an equivalent Reward Points value.

29. Reward Points are issued by and remain the property of the Company which may, at any time, terminate the Loyalty Scheme, alter or amend its terms and conditions of operation.

30. The Company reserves the right to modify and update these Conditions and the particulars of the Loyalty Scheme. Customers will be given a 3 month notice period.

31. These Conditions are to be read in conjunction with the Company's general Terms and Conditions.

