

## WEBSITE TERMS AND CONDITIONS

### **Introduction**

This website is owned and operated for and on behalf of Park Card Services Ltd (registered in England with company number 3280082) ("**PCS**").

PCS is a subsidiary of Appreciate Group plc. (registered in England with company number 1711939) ("**Appreciate Group**").

Both PCS and Appreciate Group have their registered office at Valley Road, Birkenhead, Merseyside, CH41 7ED and throughout these website terms and conditions these companies shall together be referred to as "**our/us/we**".

These website terms and conditions together with our privacy policy and cookie policy (both of which can be accessed by following the links at the footer of this website) set out the basis on which you visit and use our website and place orders.

Please read them carefully as they contain important information and by visiting and using our website you agree that you have read, understand and agree to them.

If you want to ask Us anything about these website terms and conditions or have any comments on or complaints about this website then please contact us using the contact details shown on this website.

### **1. Ownership of Rights**

All rights, including copyright, in this website are either owned by or licensed to PCS. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the written permission of PCS. You may not modify, distribute or re-post anything on this website for any purpose.

### **2. Accuracy of Content**

PCS has taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website and at the discretion of PCS. All prices are displayed inclusive of VAT. PCS shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website.

### **3. Damage to your Computer**

PCS makes every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites/mobile apps accessible through it won't cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website and screen out anything that may damage it. PCS shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

### **4. Password/Account Security**

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. PCS 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.

## **5. Availability**

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.

## **6. Ordering Errors**

You are able to correct errors on your order up to the point at which you click on "submit" on the final page of our ordering process. Mistakes made after clicking on "submit" cannot be rectified.

## **7. Proof of Identity**

You must be over the age of 18 to visit and use our website and place orders.

We reserve the right to ask for proof of Identity from any customer and suspend their account until satisfactory documentation is provided. All information supplied when registering with the site MUST be accurate and complete in all respects. In particular if using a credit or debit card, the Cardholder's name and address MUST be the same as the name and address used when registering with the site. Orders greater than £250 in value can only be delivered to the billing address registered to your credit/debit card. If the address does not match the payment will be declined. Where an account is suspended, customers should contact us without undue delay using the contact details shown on our website.

## **8. Delivery Charges**

If the delivery address that has been entered into the website has multiple occupiers, such as a block of flats, we cannot be held liable for the loss of the vouchers once a signature has been obtained for the Special Delivery at that given address.

## **9. Policy for Replacement Vouchers due to Non Delivery**

If an order has been lost or stolen, customers should contact us without undue delay using the contact details shown on our website. If the order was placed using Royal Mail Special Delivery or Secure Mail Services then replacement vouchers will be issued promptly.

If a non-delivered order was placed using First Class Post then the below process applies:

- a) Customers must contact us without undue delay using the contact details shown on our website informing us of non delivery. An investigation will then begin between Business Support, Royal Mail and our Voucher Redemption Dep't.
- b) If after 5 days, the customer still requires their vouchers, then they will be asked to place another order on the website using Special Delivery and we will pay the delivery charge. If after 20 days we discover that the original vouchers have been lost/stolen, we will issue a full refund up to the value of the original order placed.
- c) If the customer does not require replacement vouchers then we will still need to undergo an investigation with Royal Mail and our Voucher Redemption Dep't. This process will take up to 20 days. If after 20 days we are satisfied that the vouchers have been lost/stolen then we will refund the value of the order.

## **10. Acknowledgement and Acceptance of your Order**

If you have supplied us with your email address, we will notify you by email to confirm receipt of your order. At this point the contract for our sale and your purchase of the goods shall be made on the terms and conditions set out herein and the contract shall be formed at the place from which our acceptance email is sent to you. If you have not supplied us with your email address, our confirmation of order page at the end of our ordering process will act as confirmation that we have received your order. You may print this page from the website to be kept for your own records.

Please be advised that we are at liberty to decline any order placed either on the website or over the phone, and are not obliged to provide a reason why this decision has been taken.

We are committed to creating a safe online environment for all of our customers and understand that it is an offence to sell age rated products to someone who is below the legal limit. By placing an order for a product where an age restriction warning is displayed, you are confirming that you are over the required age.

#### **11. Exclusions of Liability**

Any disclaimers and exclusions of liability in these terms and conditions shall not apply to any damages arising from death or personal injury caused by the negligence of PCS or any of its employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

#### **12. Other Legal Notices**

There may be legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms and conditions govern your use of this website.

It is insecure to send debit and credit card numbers by email, as email is transmitted through the internet unencrypted (in "plaintext") and can be read by anyone with access to computers through which the email passes on its way from the send to the receiver. The risk is that the card number might be disclosed and used by an unauthorised party.

*Please do not send your bank card details to Appreciate Group by email, as they will be deleted upon receipt.*

#### **13. Changes to Legal Notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

#### **14. Use of this Website from outside the UK**

Unless otherwise specified, the materials on this website are directed solely at those who access this website from the United Kingdom mainland. PCS makes no representation that any products or services referred to in the materials on this website are appropriate for use, or available, in other locations. Those who choose to access this site from other countries are responsible for compliance with local laws if and to the extent local laws are applicable.

#### **15. Law, Jurisdiction and Language**

This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England. All contracts are concluded in English.

#### **16. Re-sale**

Vouchers and/or Cards may not be re-sold on any internet site such as eBay, Gumtree or any other similar site.

#### **17. Distance Selling**

The time limit for the performance of our contract is 30 days from the date we accepted the customer's order. The three to five days mentioned on our website is strictly for guidance only. Due to the sheer volume of deliveries the Royal Mail handles during the busy Christmas season, delays may occur.

If a non-delivered order was placed using First Class Post then the below process applies:

- a) Customers must contact us without undue delay using the contact details shown on our website informing us of non-delivery. An investigation will then begin between Business Support, Royal Mail and our Voucher Redemption Dep't.
- b) If after 5 days, the customer still requires their vouchers, then they will be asked to place another order on the website using Special Delivery and we will pay the delivery charge. If after 20 days we discover that the original vouchers have been lost/stolen, we will issue a full refund up to the value of the original order placed.
- c) If the customer does not require replacement vouchers then we will still need to undergo an investigation with Royal Mail and our Voucher Redemption Dep't. This process will take up to 20 days. If after 20 days we are satisfied that the vouchers have been lost/stolen then we will refund the value of the order.

### **18. Variations**

We may vary these website terms and conditions at any time and any variations that we make will be displayed on this page by uploading an updated version of these website terms and conditions.

You should check this page frequently for any variations and you agree that this is an appropriate method to vary these website terms and conditions.