

WEBSITE TERMS AND CONDITIONS

Introduction

This website is owned and operated by Park Retail Ltd (registered in England and Wales, company number 00402152 and registered office is at Valley Road, Birkenhead, Merseyside, CH41 7ED) ("**Park Retail**").

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 us. 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 Our written permission. You may not modify, distribute or re-post anything on this website for any purpose.

2. Accuracy of Content

We have 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 Our sole discretion. All prices are displayed inclusive of VAT. We 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

We make 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. We 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. We 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 an e-Gift Card

When ordering an e-Gift Card you consent to its immediate supply, this being the supply of digital content within your 14 day cancellation period, and you acknowledge that your right to cancel will be immediately lost. Confirmation of this will be included in your order confirmation.

You must ensure that you supply us with the correct email address for delivery because, as noted within clause 7 below, mistakes made after clicking on "submit" or "pay now" cannot be rectified.

7. Ordering Errors

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Our negligence or any of Our 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.

13. 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 us by email, as they will be deleted upon receipt.

14. 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.

15. 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. We make 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.

16. 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.

17. Re-sale

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

18. 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.

19. 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.

CONDITIONS OF SALE OF VOUCHERS

These conditions of supply of goods or services govern all orders to and contracts with Park Retail for the supply of vouchers ("**Vouchers**") and override any other term or condition stipulated, incorporated or referred to by the person, firm or company that has requested any Vouchers ("**the Client**").

The Vouchers shall be as described in the acknowledgement of order issued by Park. These Conditions, except where they are varied by Park in writing, are the only conditions upon which Park supplies Vouchers. No alteration or modification of these Conditions shall have effect unless such alteration or modification is accepted in writing by a duly authorised officer of Park.

The funds on a gift card or gift Voucher are not covered by the Financial Services Compensation Scheme. In the unlikely event of the issuer of a gift card or gift Voucher becoming insolvent some funds on a gift card or gift Voucher may not be available to spend. If the value of an item you wish to purchase is less than the value of the Voucher, the retailer will not refund the difference.

1. Formation

- a) All orders placed by the Client for Vouchers ("Orders") shall be deemed to be an offer and shall only be deemed accepted by Park upon the earlier of the issue of a written acceptance of order by Park or delivery of Vouchers.
- b) Unless otherwise agreed Park may modify the specification of Vouchers. The Contract is not a contract for sale of goods by description. All and any descriptive matter, specifications and advertising issued by Park will not form part of the Contract and are solely aimed at giving an approximate idea of the Vouchers described in them. In particular but without limit the identity and number of persons who are prepared to accept the Vouchers as payment for goods and/or services may from time to time vary and this is specifically acknowledged and accepted by the Client.
- c) Any Order accepted by Park may only be cancelled or varied by the Client with the prior written consent of Park and on terms that the Client shall indemnify Park in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by Park as a result of such cancellation or variation. This clause 1 c) does not apply to consumers whose right to cancel is governed by the Consumer Protection (Distance Selling) Regulations 2000. If you are a consumer, your right to cancel ends on the expiry of 14 calendar days after the day on which you receive the Vouchers. A consumer must inform us either verbally or in writing if they wish to cancel their Order within that 14 day period and return the Vouchers by special delivery to us at the above address at their cost.
- d) The Client must not detach the Voucher from the counterfoil.

2. Price

- a) Prices shall be as set out on the website and within the acknowledgement issued by Park which are exclusive of any value added, purchase or other taxes. Prices do not include postage costs and you must choose one of the delivery options when you order. Such taxes and costs shall be payable in addition to the price when the price is due. All payments must be made in British Pounds Sterling (GBP sterling).
- b) The Contract price is based on information available, details of the Vouchers requested at the time of the order and on the assumption that the Client will comply with its obligations under the Contract. If such information, prices, costs, request or assumption changes prior to delivery of the Vouchers then Park reserves the right to amend the price accordingly.

- c) We are not liable if an exchange rate provided by your bank or credit card issuer differs from the time of order to the time of cancellation.

3. Ordering an e-Gift Card

- a) When ordering an e-Gift Card you consent to its immediate supply, this being the supply of digital content within your 14 day cancellation period, and you acknowledge that your right to cancel will be immediately lost. Confirmation of this will be included in your order confirmation.
- b) You must ensure that you supply us with the correct email address for delivery because, as noted within clause 7 above, mistakes made after clicking on "submit" or "pay now" cannot be rectified

4. Delivery and Non-Delivery

- a) Vouchers will be delivered in accordance with the option chosen on Parks website. Delivery times are given in good faith but are an estimate only and are dependent upon receipt by Park of all necessary information from the Client. Time of delivery of Vouchers is not of the essence. Park shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by failure (for any reason) to meet the delivery time/date stated/agreed (even if caused by Parks own negligence).
- b) Vouchers are delivered as stated in Park's acknowledgement of order. Delivery shall be deemed to take place when the Vouchers arrive at the place stated in Park's acknowledgement of order except that delivery to a carrier for the purpose of transmission to the Client shall be deemed to be delivery to the Client. Park shall make arrangements for carriage of the Vouchers in accordance with the option selected by the Client from the options available via our website.
- c) Park may deliver Vouchers in instalments and in any sequence. Deliveries of further instalments may be withheld until the Voucher comprised in earlier instalments have been paid for in full. Default by Park, howsoever caused, in respect of one or more instalments shall not entitle the Client to terminate the relevant Contract as a whole.
- d) If: the Client fails or refuses to accept delivery of any Vouchers when they are ready for delivery in accordance with the relevant Order; or Park agrees (at its sole discretion) to postpone delivery of the Vouchers at the request of the Client; or the Client fails to provide any instructions consents or authorisations required to enable the Vouchers to be delivered on the due date; then: risk in the Vouchers shall pass to the Client, delivery of the Vouchers shall be deemed to have taken place and Park may store or arrange for storage of such Vouchers and charge the Client for all related costs and expenses (including storage, insurance and additional delivery costs). If the Vouchers have not been delivered within 14 days of such failure or refusal due to the Client's continuing failure and/or refusal then Park may sell such Vouchers and charge the Client for any shortfall if the sale proceeds are below the Contract price.
- e) Upon delivery to the Client all Vouchers should be immediately examined. Park shall not be liable for any shortages in Vouchers unless the same is notified by the Client to Park within 5 working days of delivery. Subject to such notice being duly given, Park shall if it is satisfied that any Vouchers have not been delivered at its sole discretion, arrange for delivery of such Vouchers or give credit to the Client for the same (as soon as practicable).

5. Risk and Title

- a) Subject to Condition 3.d), risk of damage to or loss of the Vouchers shall pass to the Client upon delivery.
- b) Title to the Vouchers (both legal and equitable) shall remain with Park until full payment with cleared funds of all monies due from the Client to Park under all contracts between Park and the

Client has been made, or title is properly vested in some other person by the operation of any statute.

- c) Until title to the Vouchers passes, the Client shall hold the Vouchers on a fiduciary basis as Park's bailee and must store the Vouchers (at no cost to Park) such that they are easily identifiable as the property of Park and must not destroy or deface any identifying marks on the Vouchers or their packaging; and must keep the Vouchers insured on Park's behalf for the full price of the Vouchers against "all risks" to the reasonable satisfaction of Park and produce the policy of insurance to Park upon request and must hold all proceeds of such insurance on trust for Park and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account.
- d) Until title to the Vouchers passes, the Client shall be entitled to re-sell, use or otherwise dispose of the Vouchers in the ordinary course of its business provided that the Client shall ensure that the entire proceeds arising by virtue of any such sale, use or disposal shall be held in trust for Park and shall not be mixed with any other monies or paid into any other overdrawn bank account and shall at all times be identifiable as monies belonging to Park.
- e) Once payment becomes due, Park may while the owner of the Vouchers (without prejudice to its other rights) demand the immediate return of the Vouchers at any time and the Client must comply with (and bear the cost of) such demand immediately. If the Client fails to return such Vouchers, Park or its successors in title, and their respective employees and agents, may enter the Client's premises (with or without vehicles) during normal business hours to remove the Vouchers (the cost of which shall be borne by the Client) and/or may sell or otherwise deal with the Vouchers.
- f) Vouchers may not be re-sold on any internet site such as ebay, Gumtree or any other similar site.
- g) **An expiry date is printed on the Voucher. The Voucher cannot be used after that date. The value of the Voucher will be lost when it expires. We will not refund any amount paid for the Voucher when it expires. We will not replace any expired Vouchers. If you return expired Vouchers to us you agree that we may destroy those Vouchers and remove all record of them from our systems.**

6. Payment

- a) Clients shall pay the Contract price at the same time as placing an Order.
- b) Payment shall only be deemed received by Park from the Client upon receipt by Park of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. Park may appropriate any payment made by the Client to any outstanding invoice.
- c) Time for payment by the Client of the price and all other amounts due under the Contract shall be of the essence. If the Client fails to make payment on the due date then Park may without prejudice to its other rights be entitled to:
 - i) cancel the Contract, suspend any further deliveries of the Vouchers to the Client;
 - ii) charge the Client interest on overdue amounts (before as well as after judgement) at the annual rate of 2% above the base lending rate of NatWest Bank plc from time to time until the overdue amounts are paid in full;
 - iii) an indemnity from the Client against all expenses and legal costs incurred by Park in recovering overdue amounts and/or incurred as a result of cancellation or suspension of deliveries or performance; and
 - iv) charge the Client the amount of any discount received on the purchase of any Vouchers.

7. Quality

- a) Park warrants that all Vouchers shall upon delivery be of satisfactory quality. All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with this Condition 6.a), are hereby expressly excluded to the fullest extent permitted by law.
- b) The warranty given in Condition 6.a) will not apply:
 - i) where the defect complained of arises from fair wear and tear, wilful damage, the Client's negligence, or misuse or alteration the Vouchers without Park's approval or any failure to follow Park's instructions (whether oral or in writing);
 - ii) if Park or its agents is not given a reasonable opportunity to safely inspect the Vouchers; or
 - iii) if the total price for the Vouchers has not been paid.
- c) The obligations of Park under the Contract are limited such that in the event of a breach by Park of the warranty in Condition 6.a) or any defect in any Vouchers Park shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Vouchers) at its option either to credit the price (if already paid) attributable to the faulty Vouchers or replace the faulty Vouchers provided that such Vouchers unless otherwise agreed are returned to Park in their delivered state at the Clients expense within a reasonable time and in any event with 14 days of the defect becoming apparent.

8. Liability

- a) Nothing in these Conditions shall exclude or limit the liability of Park for death or personal injury caused by Park's negligence or fraudulent misrepresentation.
- b) Park shall not be liable to the Client in contract, tort or otherwise howsoever and whatever the cause thereof for any: (i) economic loss of any kind whatsoever; (ii) loss of profit, business contracts, revenues or anticipated savings; (iii) damage to the Client's reputation or goodwill; (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever.
- c) Without prejudice to Condition 6.c), 7.a) and 7.b) Park's liability in contract tort, or otherwise arising by reason of or in connection with the Contract shall be limited to the amount receivable by Park for the claim under its insurance policy covering such risk. The Client acknowledges that delay in notifying any claim may prevent Park recovering any money under such policy. Nothing in this Condition shall require Park to obtain any insurance or claim on any insurance it holds.

9. Force Majeure

In the event that Park is prevented or delayed in or from carrying out any of its obligations under the Contract as a result of any cause beyond its control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with Park's own employees); power failure; accidents; inadequate performance of, failure of computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles then Park shall be relieved of its obligations and liabilities under the Contract for as long as such fulfilment is prevented and if the delay is more than 3 months either party can terminate.

10. Intellectual Property Rights and Confidentiality

- a) Park shall have the right to apply any trade marks, trade names and/or service marks to the Vouchers. The Client acknowledges that no rights are granted to the Client to use such trade marks, trade names and/or service marks unless otherwise agreed in writing with Park. The Client shall not deface, remove or obliterate any trade marks, trade names or logos applied by Park on or in relation to the Vouchers.

- b) The Client shall keep confidential and not use, without the prior written consent of Park, all or any information supplied by Park to the Client or disclosed to or obtained by the Client pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Client, or disclosure of the same is required by law or by any other governmental or other regulatory body.

11. Termination

Without prejudice to any of their other rights either party may immediately terminate the Contract in whole or in part and demand payment of amounts due or accruing to it whether under the Contract or otherwise and/or withhold or cancel any deliveries or suspend performance if any of the following occurs or is likely to occur:

- a) either party is in breach of any of its obligations under the Contract which, if capable of remedy, has not remedied within 30 days of receiving written notice of such breach; or
- b) either party enters into any form of insolvency including without limit liquidation, bankruptcy, receivership, voluntary arrangement, administration or is unable to pay its debts as they fall due or ceases or threatens to cease to carry on its business.

12. General

- a) The failure to exercise or delay in exercising by Park of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- b) The Client shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract, without the prior written consent of Park. Park may assign, licence or sub-contract all or any part of its rights or obligations under the Contract without the Client's consent. References to Park shall include its successors and assigns.
- c) The Conditions and any quotation and/or acknowledgement of Order issued by Park contain the whole agreement between Park and the Client. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Client warrants to Park that in entering into the Contract it has not relied on and shall have no remedy in respect of any statement or promise which is not set out in the Contract.
- d) The Contract shall be construed in accordance with and governed in all aspects by English Law and the Client submits to the exclusive jurisdiction of the English Courts.