

# Terms and Conditions

### 1. Definitions

i. "The Company/we/us" means Edenred (UK Group) Ltd whose registered office is at 50 Vauxhall Bridge Road, London SW1V 2RS. "The Customer/you" means the party placing an order for gift cards, gift vouchers & eGift cards and top ups, each allowing such party to effect one or more retail purchases (the "Goods").

# 2. Terms of Payment

i. Payment will be required prior to the despatch of the Goods. The Company reserves the right to charge interest on any sums outstanding beyond the agreed payment terms at a rate of 2% above the Bank of England Base Rate.

### 3. Orders

- i. The maximum order value per transaction is £2,500.
- ii. This service is intended for use by individuals ordering on their own behalf for their own personal use. We reserve the right not to fulfil orders that, in our reasonable opinion, are not intended for that purpose.

## 4. Delivery of Goods

- i. We will use the information provided by you to fulfil and despatch the order. In the event that a delivery address is provided inaccurately or incompletely, we shall not be liable for any loss of Goods in transit.
- ii. Any short delivery of the Goods must be notified to our Customer Services Department in writing within 48 hours.
- iii. Non-delivery must be notified in writing to our Customer Services Department within ten working days of receipt of invoice.
- iv. Any Goods delivery dates quoted by us shall be approximate only and we shall not be liable for any delay in delivery howsoever caused. Time of delivery shall not be of the essence unless previously agreed by us in writing. We will endeavour to dispatch all orders within 3 full working days (Monday-Friday, excluding Bank Holidays in England).
- v. We reserve the right to charge any administration and/or postage fees in addition to the value of the Goods ordered, such as we reasonably deem necessary. Any and all such charges will be clearly visible to you on the website.

# 5. Right to cancel

i. You shall have the right to cancel this contract within 14 days without giving any reason, except

in the case of eGift Card orders. Clause 5 (iv)

- ii. To exercise the right to cancel, you must inform us of your decision to cancel the order by a clear written statement by post, fax or email). You may use the attached model cancellation form, but it is not obligatory. Our contact details in respect of cancellation are Edenred (UK Group) Ltd, Honeycomb North, Chester Business Park, Chester, CH4 9QJ, email <a href="helpdesk-uk-vbr@edenred.com">helpdesk-uk-vbr@edenred.com</a>
- iii. To meet the cancellation deadline, it is sufficient for you to have sent the communication concerning the right to cancel before the cancellation period has expired.
- iv. You consent to the email delivery of your eGift Cards occurring prior to the end of the 14 day cancellation period and you accept that your right to cancel this order will cease once the eGift card has been delivered to the email address provided.

# 6. Effects of cancellation

- i. If you cancel the order, we will reimburse you with all payments received from you pursuant to the order, including the costs of delivery (except for the supplementary costs arising from your having chosen a type of delivery other than the least expensive type of standard delivery offered by us).
- ii. We may make a deduction from the reimbursement for loss of value in any goods supplied, if the loss is the result of unnecessary handling by you.
- iii. We will make the reimbursement without undue delay, and not later than a. 14 days after the day we receive back from you any goods supplied, or b. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or c. If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- iv. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- v. You shall send back any delivered goods or hand them over to us, at Edenred (UK Group) Ltd, Honeycomb North, Chester Business Park, Chester, CH4 9QJ, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- vi. You will bear the direct cost of returning the goods.
- vii. You are only liable for any diminished value of the goods resulting from the handling, other than what is necessary to establish the nature, characteristics and functioning of the goods.

## 7. Complaints

i. Any complaints should be addressed to the Company's Customer Services Department, Edenred (UK Group) Ltd, Honeycomb North, Chester Business Park, Chester, CH4 9QJ.

### 8. Goods

- i. Goods may be subject to a validity date which will be printed or otherwise displayed thereon. We reserve the right not to replace any Goods after their expiry date has passed.
- ii. Goods ordered from this website are not for resale.
- iii. Some retailers impose restrictions on the use of their vouchers or cards (for example by excluding certain product lines) and you should satisfy yourself that the vouchers or cards you are ordering can be used for the purpose you intend. It is your responsibility to clarify this. In the event that you are unable to use your vouchers or cards you may return them at your own cost for exchange or refund subject to a handling fee of £25. Such exchange or refund shall be at our discretion if outside the period covered by Clause 8 (i) above.

# 9. Copyright and intellectual property (IP) policy

i. Except where expressly stated to the contrary, all copyright in the artwork or production (including but not limited to text, sound recordings, performed works, photographs, graphics, design, layout and software) is owned by or licensed to Edenred (UK Group) Ltd. All rights are hereby reserved by Edenred (UK Group) Ltd. Brand and product names are or may be trademarks of, and are used to identify products or services of, their respective owners. The modification, transmission, re-use, reprinting, reposting, permanent copying, and/or storage of all or part of the content of Edenred (UK Group) Ltd artwork or reproduction or incorporation of all or any part of the content in any other work or publication, whether paper or electronic media or other form, is expressly prohibited without the prior written consent of Edenred (UK Group) Ltd. Any offer or quotation or proposal given to you by us is subject to the understanding that its contents are copyright and that the ideas, proposals, visuals and techniques expressed in it are our intellectual property irrespective of whether or not we proceed to undertake the work on behalf of you. We will take all necessary steps to protect our intellectual property in the event of its imitation or use without our prior written consent.

# 10. Confidentiality

i. Any information or documentation given to us by you will be treated in the strictest confidence save that this undertaking shall not prevent us: a) disclosing on a confidential basis any of the information or documentation to any of our professional advisers for the sole purpose of them advising in connection with negotiations with you; b) disclosing to any person or using for any purpose any of the information or documentation if: - it is known to us before being disclosed; or - it is public knowledge at the time of being disclosed to us, or it becomes public knowledge at any time thereafter and through no fault of us; or - it is, at any time after being obtained by us, disclosed to it by any third party otherwise than in breach of any obligation of confidentiality owned by that third party to you; or - it is required to be disclosed to any regulatory or supervisory body or authority with whose request we are obliged or accustomed to comply whether or not having the force of law, or to Her Majesty's Revenue & Customs, or in accordance with an order of a Court of competent jurisdiction. ii. The content of any quotation or proposal prepared for you by us may not be disclosed to any third party without our prior written consent.

### 11. Liabilities

i. We shall not be liable for any damage, expense, liability or loss, whether consequential or otherwise, incurred by you in the event of any failure or delay in the supply of our services caused by any acts of force majeure or any dispute, fire, accident, civil commotion, government

action, default or failure of subcontract or suppliers or any other cause beyond its control so far as is allowed by law.

#### 12. Insurance

i. You are responsible for effecting all necessary insurance in respect of any loss, damage or expense that you may suffer directly or indirectly in relation to the provision of any goods or services supplied by us. You shall be responsible for insuring the goods after delivery.

# 13. Indemnity

i. You shall indemnify us and keep us indemnified against all or any costs, claims, damages and expenses which may be incurred by or made against us by any third party by reason of the supply of goods or services in accordance with your instructions.

## 14. Waiver

i. The waiver or non-enforcement by us of any breach or non-observance of these terms and conditions shall not prevent the subsequent enforcement of these terms and conditions in full and shall not be deemed a waiver of any subsequent breach.

### 15. Precedence

i. These terms and conditions shall have precedence over any of your own conditions of purchase, whether notified to us before or after the date of the order. Any amendment to these terms and conditions shall have effect only if stated in writing by us and formally agreed by both parties.

### 16. Laws and Jurisdiction

i. These terms and conditions shall be subject to English law and the jurisdiction of the English courts.

