

TERMS & CONDITIONS OF SALE FOR CHRISTMAS SAVERS

Definitions:

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

'Account' means an account held by an Agent or Direct Customer;

'Agent' means any person ordering on behalf of their client(s);

'Customer' means a client of an Agent who makes payments to the Agent for products which the Agent will order on their client's behalf;

'Catalogue' means the Park Christmas Savings catalogue for the Scheme Period in question which can be viewed at: www.getpark.co.uk. There you will see a range of cards and vouchers of both Love2shop and third party retailers, either or both may be referred to as 'products';

'Direct Customer' means any person ordering only for themselves;

'Love2shop Gift Card' means Our multi-retailer plastic gift card, which is accepted at multiple shops, attractions and at selected online and in-store retailers;

'Love2shop Voucher' means Our multi-retailer paper voucher, which is accepted at multiple shops, restaurants and attractions;

'Love2shop' means together Our Love2shop Voucher, and/or Love2shop Gift Card

'Our' / 'Us' / 'We' means Park Retail Limited ('Park') a wholly owned subsidiary of Appreciate Limited (Company Registration No. 1711939) (**'Appreciate'**) whose registered office is at Valley Road, Birkenhead, Wirral, CH41 7ED; and

'Park' means Park Retail Limited (Company Registration No. 402152) whose registered office is at Valley Road, Birkenhead, Wirral, CH41 7ED;

'PPTC' means Park Prepayments Trustee Company Ltd (Company Registration No. 6283710) whose registered office is at Valley Road, Birkenhead, Wirral, CH41 7ED;

'Privacy Policy' means Our privacy policy which can be found on Our website;

'Commission Reward' means the amount payable by Us to an Agent or Direct Customer based on the type of items and the value of the items purchased and as detailed within clause 14 below; and.

'Scheme Period' being the period of time that an Agent or Direct Customer can budget for the Christmas in question. The Scheme Period starts from the date of order acceptance until completion of full balance owing and is at the latest 15th November immediately before the Christmas in question.

Customer Care can be contacted at:

Telephone: **03457 678 933 (Mon-Fri, 09:00 – 17:00 (excluding UK bank holidays))**

Email: getus@getpark.co.uk

Postal address: **Customer Care, Valley Road, Birkenhead, Wirral, CH41 7ED**

Website: www.getpark.co.uk

1. Prepayment Protection: Park has entered into a Declaration of Trust with PPTC to improve the security of any prepayments made by you to your Agent or to Us in respect of your order(s). A copy of the Declaration of Trust (with Deed of Amendment) is on Our website or can be obtained from Us, free of charge, on request. Any prepayments made by you to your Agent in accordance with clause 5 below shall, for the purpose of receiving and holding such prepayments only, be received and held by your Agent as an agent for Park.

2. Please provide any communications or complaints to Customer Care.

3. We reserve the right to request from or to obtain electronically in respect of any Agent (or their customers) or Direct Customer such proof of identification, including age, as We may reasonably require. Please note that We may be required to obtain the full name, address and date of birth of any person ordering a financial product from Us. If you are a Direct Customer, you agree to provide this information and if you are an Agent, you agree to obtain such information from your customers and supply this to Us.

4. Prices: All prices shown in the Catalogue are inclusive of standard delivery costs to Agents and/or Direct Customers and any applicable UK VAT and/or duties. Should there be any changes in taxation (including duties) which affect the price of Our products, We reserve the right to adjust such price accordingly. If We have to adjust Our prices, you may cancel your order without penalty. The prices in the Catalogue are not to be interpreted as an offer.

5. Placing an Order: If you have placed an order through an Agent, once We have received and accepted your order, We will send your Agent confirmation of this and a personalised payment card for you to record the payments you make to your Agent. **It is very important that you are able to prove what payments you have made to your Agent and when. Therefore, please check We have correctly printed your full name, address, postcode and order details on all documentation that We provide. Please keep your payment card safe. You should keep the payment card yourself at all times and must ensure that you get a signature from your Agent for each payment you make. If you have any concerns about payments you have made to your Agent please contact Us immediately.**

All orders are subject to availability. The products ordered by any new Agent or Direct Customer must have been paid for in full for not less than 45 days before they can be despatched. If you are a Direct Customer, acceptance of your order will be sent to you with details on how you can manage your order online.

You may cancel your order within 14 calendar days from the date of receipt of products by you the Direct Customer or by your Agent.

6. Order Renewal: We may, at Our sole discretion and only if We are able to do so, automatically renew your order for the next year's scheme period, If We automatically renew your order, We will notify you of the renewal details. If a product is no longer available, we may replace it with a similar product. It is your responsibility to check your renewal details to ensure you are happy with any renewed order. If you would like to cancel your renewal order, amend it or add an item to it, including adding an item that has not been renewed automatically you must inform Us as soon as possible by logging onto your online Account at www.getpark.co.uk or by contacting Customer Care.

7. Restrictions on orders: You cannot place an order unless you are aged 18 or over. By placing an order you are confirming that you are over 18 years old.

8. Payments: You must make your first payment with your order and then make regular payments to your Agent (where applicable), or to Us if you are a Direct Customer. Your Agent, or you if you are a Direct Customer, should send all payments to Us, for the total price of the products ordered, as shown in the Catalogue.

All payments must be received by Us by 15th November immediately before the Christmas in question. Any payments received by Us after that date may cause deliveries to be delayed.

We reserve the right to cancel any order where the first payment is not made with the order or within 45 days of Us processing the order, or if the total price is not received by Us by 15th November immediately before the Christmas in question and cancellation charges will apply, as

set out in clause 10 below. We also reserve the right to convert any non-Love2shop Voucher order into an order for Love2shop Paper Vouchers and/or Love2shop Gift Cards if your payments are not up to date as at 15th November immediately before the Christmas in question.

9. Order alterations You can change your order with no charge up to and including the 15th November immediately before the Christmas in question. (For order cancellations please see clause 10 below).

10. Cancellation Charge: The cancellation of your entire order by your Agent or, You if you are a Direct Customer, shall result in the following charge:

a. No charge will apply in respect of order cancellations notified to Us by 31st August immediately before the Christmas in question.

b. A cancellation charge equal to 10% of the order value or £25, whichever is greater, will be charged in respect of order cancellations notified to Us after 31st August immediately before the Christmas in question.

11. The weekly payments shown within Our printed Catalogue assume that your payments are spread over a period of 45 weeks. The weekly payments shown on Our website may vary depending on the number of weeks remaining between the date it is viewed and the end of the Scheme Period. At all times weekly payments shown, either within Our printed Catalogue or on Our website, are a guide and your own weekly payments may vary from this, depending on when you place your order. In all cases, the total price listed either within Our printed Catalogue or on Our website must be received by Us before the end of the Scheme Period.

12. Credits on Account for Agents and Direct Customers: If, at the end of the Scheme Period, there is a credit on your Account, this will be carried forward into the next year's scheme period or you can request a refund. There will be a £10 administration fee levied for a refund which will be deducted from the amount in credit in your Account before the refund is made.

13. Non-trading Account Fee: We reserve the right to charge a Non-trading Account Fee of £25 per year if you do not complete an order with Us during the Scheme Period or any subsequent year's Scheme Period. The Non-trading Account Fee will be deducted from your Account balance after 1 April following the scheme period in question. If you hold less than £25 in your Account the Non-trading Account Fee will be reduced accordingly. The Non-trading Account Fee will never cause your Account balance to fall below £0. We may, at Our sole discretion close any Account if you (being an Agent or Direct Customer) do not complete an order with Us during the scheme period or at our option any subsequent year's Scheme Period.

14. Commission Reward to Agents/Direct Customers: The Commission Reward is calculated on the final Account status at the end of the Scheme Period. A Commission Reward is only payable for orders which are paid in full by 15th November immediately before the Christmas in question. Commission Reward amounts under £10 can only be used against your final Account payment for any order placed within the Scheme Period or be carried forward and used against a subsequent year's Scheme Period order and cannot be received as part of any redemption or refund. Full details of how the Commission Reward is calculated and payable can be viewed at www.getpark.co.uk or by contacting Customer Care.

15. It is your responsibility to keep your Agent, or, if you are a Direct Customer, Us updated of your contact details, including, but not limited to, any name, address, email or telephone number changes. This will not affect any legal rights that you may have in relation to credits on your Account or Commission Reward due.

16. Delivery: Subject to the terms of this agreement, items will be delivered in good time for Christmas. However, Love2shop vouchers can be released early, if requested, provided your Account is paid in full. Your Agent, or if none, you should contact Customer Care for full details of which products can be released early. All items must have been **paid for in full** before they are delivered.

17. Products will be delivered to your Agent, or to you if you are a Direct Customer unless stated otherwise in the Catalogue. Orders will be delivered free of charge by Our chosen carrier. We reserve the right to make changes to the carrier used without notice. If you wish to have your order delivered by an alternative to Our chosen carrier, a delivery charge may apply.

18. Every effort will be made to supply the exact item ordered. However, if any item is unavailable for any reason, We will supply a suitable substitute item of equal value.

19. Returns: All returns must be notified to Us within 14 days from the day after the delivery date. Your Agent or, if none, You must first call Customer Care to gain authorisation for the return of an item.

All items authorised for return must, unless otherwise agreed, be sent back in a good condition in their original packaging to Park Christmas Savings Returns Department, Valley Road, Birkenhead, Merseyside, CH41 7ED without undue delay (and at the latest **within 14 days from the date you inform us of your intention to return**) to ensure your return is processed. All cards and vouchers must remain unspent.

20. If your order fails to arrive you must notify our Customer Care team without undue delay, and within 21 days of your order dispatch date. It may take up to 10 days to investigate after such time. If we reasonably consider that we are responsible for such failure, we will replace your order. (In limited circumstances, you may be entitled to a refund if you do not want a replacement).

If your order arrives incomplete you must register your discrepancy with our Customer Care team as soon as possible, please do so within 5 days from the day after your delivery date. We will investigate and let you know the outcome of that investigation and if appropriate will replace your order.

21. All products supplied by Us are sold subject to the terms and conditions printed on or referred to the relevant cards or vouchers and/or in the Catalogue or relevant websites.

22. Privacy Policy: By placing an order with Us either via your Agent or by you if you are a Direct Customer and/or giving personal data to Us you confirm that you have read, understand and agree to the terms and conditions contained within Our Privacy Policy, including, that you understand and agree amongst other things that:

a. We intend to process your personal data where there is a legitimate business interest to do so, which may include, sharing your personal data with any necessary third parties, to provide you with the goods and/or services you order; and

b. We may communicate with you where there is a legitimate business interest to do so. This will include sending you:

i. operational communications - for example for customer care purposes or to keep you updated about the progress of your order, when it will be delivered and thereafter any changes to the products and services ordered;

ii. marketing communications – for example to provide you with information about other products and services that either We or carefully selected third parties offer, which are similar to those that you have purchased or enquired about; and

these communications may be sent by email, telephone (including SMS), via social media platforms (i.e. Facebook/Twitter/Instagram etc.), post and/or any other appropriate means including new technology.

In accordance with Our Privacy Policy, if you do not wish to be contacted by any company

23. Company liability: Our liability to you for each item is limited to the total price to be paid for such item, except liability is not excluded or limited in relation to death or personal injury caused by Our negligence. Subject to clause 1 above (Prepayment Protection), We are not liable for the fraudulent acts of Agents.

24. All rights are reserved. The conditions above do not affect your statutory rights according to English law. Any contracts entered into will be governed by English law and subject to the exclusive jurisdiction of the English courts. All communications regarding any aspect of this agreement shall be in English.

25. This agreement and Our website terms and conditions can be found on Our website. You agree that We may amend these terms and conditions from time to time by placing a revised copy on Our website.

26. We may assign the rights and/or obligations set out in this agreement to any other entity at any time without notice. Neither your Agent or, if none, you shall assign the rights and/or obligations set out in this agreement to any other entity.