

## TERMS AND CONDITIONS OF SALE FOR PARK CHRISTMAS SAVERS

### WHEN DO THESE TERMS & CONDITIONS APPLY?

These terms and conditions apply when you register to be a Park Christmas Saver online (including where you have registered to be a Park Christmas Saver by scanning a QR code provided by a PayPoint retailer - we call these retailers 'Paypoint Park Super Agents') and place an order for any of our products on our website at [www.getpark.co.uk](http://www.getpark.co.uk).

Each time you register to be a Park Christmas Saver for a particular Christmas period you enter into a new agreement with us which will be subject to these terms and conditions.

### HOW TO CONTACT US

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

You can contact our Customer Care team using any of the following methods:

- **by telephone** on 03457 678 933 Monday to Friday between 09:00 and 17:00, except on UK bank holidays;
- **by e-mail** at [getus@getpark.co.uk](mailto:getus@getpark.co.uk);
- **by letter** at Customer Care, Valley Road, Birkenhead, Wirral CH41 7ED; and
- **on our website** at [www.getpark.co.uk](http://www.getpark.co.uk).

### PROTECTING YOUR PAYMENTS

In order to improve the security of any money you pay to us we have entered into a Declaration of Trust with a company called Park Prepayments Trustee Company Limited. This arrangement has been designed to increase protection for your prepayments if we go into administration or liquidation before you receive the products that you have paid for.

A copy of the Declaration of Trust is available for you to read on our website at [www.getpark.co.uk](http://www.getpark.co.uk) or you can ask us to provide a copy to you, free of charge.

### YOUR ORDERS

#### Eligibility and Your Details

You can place an order for products with us if you have registered to be a Park Christmas Saver online on our website at [www.getpark.co.uk](http://www.getpark.co.uk).

You cannot place an order with us unless you are aged 18 or over. By placing an order you are confirming that you are at least 18 years old.

We may ask you to provide proof of identification of your name, address and date of birth and you agree to provide this information if requested.

You must update us if there are any changes to your name, address, email address or telephone number. You can do this by logging into your online account with us and amending your details or by contacting us using one of the methods shown in the 'How To Contact Us' section above.

#### Managing Your Order

All orders are subject to availability of the products. You can check availability of the products on our website at [www.getpark.co.uk](http://www.getpark.co.uk).

If we are able to accept and process your order we will provide you with details on how you can manage your order online on our website at [www.getpark.co.uk](http://www.getpark.co.uk).

### Product Terms and Conditions

All products supplied with your order are sold subject to the terms and conditions which are either:

- printed on or are referenced on the relevant products;
- detailed in our Christmas savings catalogue; or
- detailed on the relevant websites for the relevant products.

### Changing Your Orders

You can change your order at any time up to and including the 1<sup>st</sup> November immediately before the Christmas for which you have placed your order. We will not charge you for changing your order.

### Cancelling Your Orders

This table sets out your rights to cancel your order in the period leading up to the Christmas that you have placed your order for.

	Before 31 <sup>st</sup> August	Between 31 <sup>st</sup> August – 1 <sup>st</sup> November	After 1 <sup>st</sup> November
<b>Can I cancel my order?</b>	Yes	Yes	No because your product(s) will have been issued.  If you are unhappy with your order when it arrives, you can contact our Customer Care team to return the products within 14 days of receiving them. Please refer to the returns policy below for further information.
<b>If I cancel my order will there be a charge?</b>	No	No – provided that you return the products to us within 14 days of receiving them. Please refer to the returns policy below for further information.  If you do not return the products to us within 14	No – provided that you return the products to us within 14 days of receiving them. Please refer to the returns policy below for further information.  If you do not return the products to us within 14

		days of receiving them you may still cancel you order but we will charge an amount which is equal to 10% of the value of your order (with a minimum charge of £25)	days of receiving them you may still cancel your order but we will charge an amount which is equal to 10% of the value of your order (with a minimum charge of £25)
<b>Will my money be returned if I cancel my order?</b>	Yes	Yes, after deducting any charge for cancelling your order.	Yes, after deducting any charge for cancelling your order.

### Commission Reward

Full details of how the commission reward is calculated and payable can be viewed on our website at [www.getpark.co.uk](http://www.getpark.co.uk) or you can contact our Customer Care team for further details.

If you are entitled to a commission reward [this will be confirmed to you through your online account with us and such commission reward will be calculated based on the value of your order and will only be payable for orders which are paid in full by 1<sup>st</sup> November immediately before the Christmas for which you have placed your order.

Commission reward amounts under £10 can either:

- be used against your final payment for the relevant order in respect of which the commission reward has been earned; or
- can be carried forward and used against a subsequent year's order.

If you cancel your order we will not pay the amount of any commission reward to you as part of any refund.

### Order Renewal

Once we have issued the products to you or to your PayPoint Park Super Agent for collection by you, we will automatically renew your order for the following Christmas period and we will send you an e-mail confirming your order details. If a product that you previously ordered is no longer available, we will replace it with a suitable substitute product of equal value.

It is your responsibility to check your renewal order details to ensure you are happy with that order. If you would like to cancel your renewal order, amend it or add an item to it, including adding additional products, you must do so by logging onto your online account at [www.getpark.co.uk](http://www.getpark.co.uk) or by contacting our Customer Care team.

## PAYMENTS

### Making Payments

All payments to us for the total price of the products that you have ordered must be received by us by 1<sup>st</sup> November immediately before the Christmas for which you have placed your order. Please note that there may be a delay to your products being delivered to you or, if you have

registered to be a Park Christmas Saver by scanning a QR code provided by a PayPoint Park Super Agent, issued to your PayPoint Park Super Agent for collection by you if we don't receive all payments by that date.

The products ordered by you must have been paid for in full for not less than 45 days before they can be delivered to you or, if you have registered to be a Park Christmas Saver by scanning a QR code provided by a PayPoint Park Super Agent, issued to your PayPoint Park Super Agent for collection by you. We reserve the right to deliver or issue your products prior to the expiry of this 45 day period at our sole discretion.

If we do not receive any payments from you, we will close your order on 2nd November and you will not receive the products that you have ordered.

### **Our Right to Change Your Order**

If we have not received all payments for the total price of your products by the 1<sup>st</sup> November immediately before the Christmas for which you have placed your order, we will change your order for non-Love2shop products into an order for Love2shop paper vouchers and/or Love2shop gift cards for the value of the amounts that you have paid to us.

For example, if you have ordered a £50 Marks & Spencer gift card and a £100 Love2shop gift card and only paid £145 towards the value of your order, we will change your entire order to Love2shop paper vouchers and / or Love2shop gift cards up to the value of £145.

Before we change your order we will contact you to advise you to change your order to avoid this happening.

### **Overpayments**

If you make payments in excess of the cost of the products which you have ordered, you may request a refund by contacting our Customer Care team. If you do not request a refund the excess amounts will be carried forward and credited to any future order that you make.

Please note that we will charge you a £10 fee to cover our costs in administering any refund to you. This fee will be deducted from the amount in credit in your account before the refund is paid to you.

## **DELIVERY**

### **When Will We Deliver the Products?**

Delivery will take place after 5<sup>th</sup> September in each year. We aim to deliver most products within 28 days but delivery may take up to 50 days from the date on which we receive the final payment for the value of the products that you have ordered. All items must have been paid for in full before they are delivered.

If you have to be a Park Christmas Saver by scanning a QR code provided by a PayPoint Park Super Agent, we will notify you by e-mail once we have sent the products to your PayPoint Park Super Agent.

We will, if you ask us to, deliver any Love2shop products that you have included in your order earlier than we will deliver the other products that you have ordered, provided that you have paid the total price of all of the products that you have ordered. You can contact our Customer Care team for details of what products can be delivered early.

### **Unavailability of Products**

We will make every effort to deliver the exact products that you have ordered. However, if any product is unavailable for any reason, we will supply a suitable substitute product of equal value. If you are unhappy with the substitute product when it arrives, you can contact our Customer Care team to return the product within 14 days of you receiving the products. Please refer to the returns policy below for further information.

### **Missing or Incomplete Orders**

If you have registered to be a Park Christmas Saver by scanning a QR code provided by a PayPoint Park Super Agent and we have notified you that your products are available for collection from your PayPoint Park Super Agent, but the products are not available, you must notify our Customer Care team as soon as possible and no later than 21 days from the date that we notify you that that the products are available for collection.

If you do not receive all of the products which you have ordered, you must notify our Customer Care team as soon as possible and no later than 21 days after you have received the products. We will promptly investigate the issue and if appropriate will either deliver the missing products to you or, if you have registered to be a Park Christmas Saver by scanning a QR code provided by a PayPoint Park Super Agent, to your PayPoint Park Super Agent for collection by you.

It may take us up to 10 days to investigate why your products have not been delivered or are not available for collection from your PayPoint Park Super Agent. If we are responsible for the failure, we will provide you with replacement products within 14 days following our investigation or if we are not able to provide replacement products in good time for Christmas, we will provide you with a refund of any amounts that you have paid to us for products not delivered to you.

### **RETURNS POLICY**

If you want to return any products to us you must call our Customer Care team within 14 days of you receiving the products so that we can authorise the return of the products.

If we authorise the return of the products, you must send the products back in a good condition in their original packaging and unspent within 14 days from the date that we tell you that you can return the products to:

Park Christmas Savings Returns Department  
Valley Road  
Birkenhead  
Merseyside  
CH41 7ED

### **OUR LIABILITY TO YOU**

Our liability to you for each product is limited to the total price to be paid for that product. However our liability is not limited for any death or personal injury caused by our negligence.

We are responsible for any products which are lost or which have been used by any person other than you before you receive the products.

We are not responsible for any products which are lost or which have been used by any person other than you after you receive the products.

### **IF YOU CHOOSE TO BECOME A PARK CHRISTMAS SAVER AGENT**

You can place orders for products on behalf of another person. When you do so, those products will be added to your order. You are also responsible for collecting payments from that person and for making payment to us. You are also responsible for making any changes to your order to reflect any changes which someone on whose behalf you have placed an order wishes to make. For example, if someone no longer wishes to purchase products from us, you must change your order to remove those products and return any payments to them. Please see the 'Your Orders' section above for details about changing and cancelling orders.

We will deliver all products that you have ordered in the same way that we have described above. It is your responsibility to pass the relevant products onto anyone on whose behalf you have placed an order.

We are not responsible for any products which have been received by you and which you have not passed onto someone on whose behalf you have placed an order.

Your commission reward will be calculated and paid in the same way that we have described above, but will be based on the total value of your own order plus the value of the orders which you have placed on behalf of someone else.

## **PRIVACY POLICY**

By either placing an order with us or giving personal data to us, you confirm that you have read and agree to the terms and conditions contained within our Privacy Policy (which is available for you to read on our website at [www.getpark.co.uk](http://www.getpark.co.uk)) including, that you agree that:

- we will process your personal data where there is a legitimate business interest to do so and we will share your personal data with any necessary third parties, to provide you with the products you order; and
- we may communicate with you where there is a legitimate business interest to do so. This will include sending you:
  - 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 ordered;
  - 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.

We may contact you via email, telephone (including SMS), social media platforms (for example Facebook, Twitter, Instagram etc.), post and/or any other appropriate means, including any new technology.

You can opt-out of receiving future marketing communications at any time by contacting our Customer Care team.

## **OTHER IMPORTANT INFORMATION**

These terms and conditions are:

- if you live in England, subject to English law and disputes between us will be referred to the English courts;
- if you live in Scotland, subject to Scots law and disputes between us will be referred to the Scottish courts; or
- if you live in Northern Ireland subject to Northern Ireland law and disputes between us

will be referred to the courts of Northern Ireland.

These terms and conditions can be found on our website at [www.getpark.co.uk](http://www.getpark.co.uk). We will communicate with you in English regarding any aspect of these terms and conditions and you can ask for a free copy of them at any time.

We may change these terms and conditions from time to time by placing a revised copy on our website. If we do change these terms and conditions we will give you reasonable advance notice of any changes and if you do not agree to those changes you may cancel your agreement with us within 30 days of us providing that notice, at no cost to you.

If there is any inconsistency between these terms and conditions and the website usage terms and conditions which can also be found on our website at [www.getpark.co.uk](http://www.getpark.co.uk), it is these terms and conditions which will apply.

We may transfer our rights and duties under our agreement with you to another firm or company in the future (this is sometimes called an assignment). We will only do this if we reasonably believe that they will treat you to the same standard as we have. You may not transfer your rights and obligations under our agreement with you to any other person.