

## TERMS & CONDITIONS OF SALE FOR CHRISTMAS 2018

### 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;

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

**'Catalogue'** means The Park Christmas Savings Ireland 2018 catalogue;

**'Direct'** means any person ordering only for himself or herself;

**'Love2shop Vouchers'** means Our multi-retailer voucher which is accepted at multiple shops, restaurants & attractions;

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

**'PPTC'** means Park Prepayments Trustee Company Ltd (Registered in England with Company Registration No. 06283710) whose registered office is at Valley Road, Birkenhead, Wirral, England, CH41 7ED;

**'Our'** / **'Us'** / **'We'** means Park Christmas Savings Club Ltd (Company Registration No. 1003190); Family Christmas Savings Club Ltd (Company Registration No. 5715888); and/or Country Christmas Savings Club Ltd (Company Registration No. 1511434) who each act as agents for Park and together with Park are each wholly owned subsidiaries of Park Group plc (Registered in England with Company Registration No. 1711939) (**'Park Group'**) whose registered offices are all at Valley Road, Birkenhead, Wirral, England, CH41 7ED;

**'Reward'** means the amount payable by Us to an Agent or Direct, based on the type of items and the value of the items purchased and as detailed within clause 15 below; and

**'Scheme Period'** being the period of time that an Agent or you can budget for Christmas 2018.

**Customer Care** can be contacted at:

Telephone: **1850 300 500**

Email: [info@parkchristmas.ie](mailto:info@parkchristmas.ie)

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

Website: [www.parkchristmas.ie](http://www.parkchristmas.ie)

**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 shall, for the purpose of receiving and holding such prepayments only, be received and held by your Agent as 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 such proof of identification, including age, as We may reasonably require.

**4. Prices:** All prices shown in the Catalogue are inclusive of delivery costs to Agents and/or Directs and any applicable VAT and/or duties. Should there be any changes in taxation (including duties) which affect the price of Our goods, 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. Please check We have correctly printed your full name, address, postcode and order details on all

documentation that We provide. **You should retain the payment card at all times and must ensure that you get a signature from your Agent for each payment you make. All orders are subject to availability.** The goods ordered by any new Agent or Direct must have been paid for in full for not less than 45 days before they can be despatched. If you are a Direct, 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 We provide you with confirmation of your order.

If you are a Direct 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, including, but not limited to, your order for vouchers and gift cards. If We automatically renew your order We will notify you of the renewal details. It is your responsibility to check your renewal details to ensure you are happy with any renewed order. If you want 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.parkchristmas.ie](http://www.parkchristmas.ie) or by contacting Customer Care.

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 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.

**6. Restrictions on orders:** Hampers and packs containing alcoholic drinks may only be ordered by customers over 18 years of age. Appropriate identification will be required when any such order is placed and/or delivered.

**7. 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. Your Agent or, if none, you should send all payments to Us, for the total price of the goods ordered, as shown in the Catalogue. All payments must be received by Us by 1<sup>st</sup> November 2018. 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 30 days of Us processing the order, or if the total price is not received by Us by 1<sup>st</sup> November 2018 and cancellation charges will apply, as set out in clause 11 below. We also reserve the right to convert any non-voucher and/or non-card order into an order for Love2shop Vouchers if your payments are not up to date as at 5<sup>th</sup> October 2018.

**8. Acceptance for payment:**

We will allocate payment for your order in the following priority:

**Highest Priority:** 1. Love2shop Vouchers and Mastercard Gift Cards, 2. Meat hampers and options, 3. Other hampers, 4. All other items, including jewellery and retailer vouchers.

**Lowest Priority:** No part of any payment shall be accepted as being made against any item in any category until all items in the same customer order in a category with a higher priority have been paid in full.

**9.** We reserve the right to charge a 2% surcharge on any payment made to Us by credit card to cover extra administration costs.

**10.** Order alterations (excluding the cancellation of all goods ordered) can be accepted by no later than 31<sup>st</sup> August 2018, at no extra charge.

**11. Cancellation Charge:** The cancellation of your entire order by you shall result in the following charge:

- a. No charge will apply if notify Us that you wish to cancel your entire order by no later than 31<sup>st</sup> August 2018.

b. A cancellation charge equal to 10% of the order value or €20, whichever is greater, will be charged in respect of order cancellations notified to Us after 31<sup>st</sup> August 2018.

12. The weekly payments shown in the Catalogue assume that payments are spread over a period of 45 weeks. Your own weekly payments may vary from this, depending on when you place your order. In all cases, the total price listed in the Catalogue must be received by Us.

13. **Credits on Account for Agents and Directs:** 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.

14. **Non-trading Account Fee:** We reserve the right to charge a Non-trading Account Fee of €20 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 €20 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.

15. **Rewards to Agents/Directs:** The Reward is calculated on the final Account status at the end of the Scheme Period. A Reward is only payable for orders which are paid in full by 1<sup>st</sup> November 2018. Reward amounts under €10 can only be used against your final Account payment for your 2018 order 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 Rewards are calculated and payable can be viewed at [www.parkchristmas.ie](http://www.parkchristmas.ie) or by contacting Customer Care.

16. It is your responsibility to keep your Agent, or if none, 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 which you may have in relation to credits on your Account or Reward due.

17. **Delivery:** Subject to the terms of this Agreement, items will be delivered in good time for Christmas. However, most vouchers, cards and a limited number of other goods 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 goods can be released early. Delivery of all other goods will be detailed in the delivery advice letter your Agent, or if none, you will receive from Us during October 2018. All items must have been **paid for in full** before they are delivered.

18. Goods will be delivered to your Agent, or if none, you unless stated otherwise in the Catalogue. Direct delivery to customers of Agents is available on some items (excluding vouchers). However, a charge of €5 per item may apply. Customer Care can advise you on goods available to be delivered to Directs. Vouchers and gift cards 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 vouchers/gift cards delivered by an alternative to Our chosen carrier, a delivery charge may apply.

19. Please let your Agent, or if none, Us know as soon as possible if you change your address prior to delivery.

20. All hampers will be delivered to Agents, or if none, you in **mainland Ireland only**.

21. Frozen hampers will be delivered in insulated packaging but you must ensure that all frozen goods are transferred to a freezer immediately upon delivery.

22. All items should be received in a satisfactory condition. Some items may be covered by an appropriate manufacturer's guarantee. In the unlikely event that any item malfunctions

during use, please ask your Agent (if you have one) to contact Customer Care. If you don't have an Agent, contact Us direct.

**23.** Every effort will be made to supply the exact item ordered (including any bonus gifts contained in hampers). However, if it is necessary to supply a substitute item, We will choose an item of equal or greater value. If you are not satisfied with the substitute item, We will bear the cost of its return. If a suitable alternative is not available, Love2shop Vouchers to the value of the item will be offered to you instead.

**24. Returns:** you may not return any items which are not suitable for return due to health protection or hygiene reasons, if they became unsealed after delivery. For example, fragrances. In addition, you may not return sealed audio, sealed video or sealed computer software if the goods became unsealed after delivery. For example tablets, Laptops or DVD's. Except for those items highlighted in the Catalogue and the ones listed above, all other items ordered can be returned in accordance with this clause. Please note that 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 Returns Department, Valley Road, Birkenhead, Wirral, England, CH41 7ED by 31<sup>st</sup> January 2019 to ensure your claim is processed.

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

**26. Privacy Policy:** By placing an order with Us and/or giving data to Us you confirm that you understand and agree that the information you provide will be held on a Park Group database and that it will be shared by all companies within the Park Group. A full list of those companies is available by writing to Park Group plc, Valley Road, Birkenhead, Wirral, England, CH41 7ED. Park Group shall be the data controller for the purposes of all relevant data protection legislation. The information you provide will be used by Us and any necessary third parties to provide you with the goods and services you request. Companies within the Park Group may wish to contact you for customer care purposes or to keep you informed about the latest offers, promotions, prize draws, and competitions, using post, telephone, e-mail, text and any other appropriate means, including new technology. (Except where you have chosen to opt out of being contacted).

**27.** If you wish to be contacted via email or SMS, please provide Us with your email address and/or your mobile telephone number as appropriate. If you do not wish to be contacted by any member of the Park Group for marketing purposes, please ask your Agent to or, if none, you should contact Customer Care.

**28. 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. **We are not liable for the fraudulent acts of Agents.**

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

**30.** These and Our website terms and conditions can be found on Our website. See back page of the Catalogue for website address. You agree that We may amend these terms and conditions from time to time by placing a revised copy on Our website.

**31.** We may assign the rights and/or obligations set out in this agreement to any other entity at any time without notice. You shall not assign the rights and/or obligations set out in this agreement to any other entity.