

# T&Cs

## Introduction and definitions

1.1 In these Terms and Conditions "Company" means P&MM Limited (Company Number 1090180) whose registered office is at Rockingham Drive, Linford Wood, Milton Keynes, MK14 6LY trading as "The Voucher Shop".

1.2 This website is owned by the Company.

1.3 These Terms and Conditions govern both your use of this website or any subsequent URL which may replace it (regardless of whether or not you elect to purchase goods or services from the Company) and, should you elect to purchase any goods or services from the Company (whether via this website or otherwise), your purchase of goods and services from the Company.

1.4 Please read these Terms and Conditions carefully. If you do not agree to be bound by these Terms and Conditions, please do not register for or use this website nor order any goods or services from the Company.

## 2 Your Statutory Rights as a consumer

2.1 Where you use and / or purchase goods or services from this website acting in your capacity as a consumer, nothing in these Terms and Conditions shall affect your statutory rights when acting in that capacity.

## 3 Amendments

3.1 These Terms and Conditions shall apply to the exclusion of any other terms and conditions (including any terms and conditions which you may purport to apply under any order). Amendments to these Terms and Conditions shall only be effective if a duly authorised officer of the Company has agreed to the amendment in question in writing.

3.2 The Company reserves the right to amend these Terms and Conditions at any time without prior notice. It is your responsibility to check regularly to determine whether these Terms and Conditions have been amended and your continued use of this website following any amendment(s) will be deemed to be an acceptance by you of such amendment(s). The supply of goods or services to you will be governed by the version of these Terms and Conditions in force at the time that you placed your order.

## 4 security

4.1 You must ensure that the details which you are required to provide are accurate, current and complete in all respects and you must inform the Company immediately of any changes to that information.

## 5 Limitations of and termination of Use

5.1 You may not use this website for any unlawful or unauthorised purpose, including without limitation, in the following ways:



- (a) distributing any unlawful, libellous, abusive, threatening, harmful, obscene, or otherwise objectionable material;
- (b) transmitting material that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- (c) gaining unauthorised access to other computer systems; and / or
- (d) interfering with any other person's use or enjoyment of this website.

5.2 If the Company has any reason to believe that there is likely to be a breach of security, misuse of this website or breach by you of these Terms and Conditions then the Company may suspend or terminate your use of this website without notice to you.

## **6 product information, availability and SUBSTITUTE goods**

6.1 All drawings, brochures, descriptive matter, information, price lists and advertisements whether or not published on this website or supplied with any quotation or tender submitted by the Company are intended merely to give a general idea of the goods or services in question and shall not form part of these Terms and Conditions.

6.2 The supply of goods and services to you is subject to availability. The Company reserves the right to withdraw any product or service from sale at any time without any notice.

6.3 The Company shall be entitled to amend or vary the specification or design of any goods and / or services ordered by you prior to supplying them to you where, in the reasonable opinion of the Company, such amendment or variation does not effect the suitability of the goods and / or services for the purpose for which they are supplied.

## **7 prices and quotations**

7.1 The Company reserves the right to amend any price stated on this website or elsewhere at any time without giving notice. Any quotation provided by the Company may be withdrawn or amended at any time by the Company giving written or oral notice to you.

7.2 Unless stated otherwise, all prices are inclusive of value added tax.

## **8 Placing your order**

8.1 You can place orders with through this website or by telephone. Any order placed by you (except through the Company's wedding gift service) must be for a minimum amount of £25 (excluding postage and packing costs).

8.2 Your order is an offer to buy goods and / or services from the Company and is subject to acceptance by the Company. There will be no contract between you and the Company for the supply of any goods and / or services unless and until the Company accept your offer by issuing an electronic acknowledgement of order to you.

## **9 payment**

9.1 All payments to be made by you are to be made in pounds sterling.

9.2 You can pay for products by using any of the credit or debit cards which are displayed on the payment pages of this website. For security reasons we are only able to accept credit or debit cards registered to a United Kingdom address, cards registered overseas cannot be accepted.

9.3 You must give the Company authority for payment at the time of your order and confirm that the credit or debit card being used for payment is yours. The Company shall be entitled to debit your card for the relevant price (plus postage and packing) at any time from accepting your order to delivering it to you.

9.4 All credit and debit card payments are subject to validation checks and authorisation by the relevant card issuer. The Company will not deliver any goods to you nor provide any services prior to these checks and authorisations being successfully completed. If your card issuer refuses to authorise payment, the Company cannot accept your order and will not be liable for any consequent delay in delivery or non-delivery.

9.5 Regardless of the method of payment used by you, you shall not have any right of deduction, set-off or abatement on any grounds.

9.6 In the event that you fail to pay for any goods delivered or services provided to you by the due date, then the Company reserve the right to charge to you in addition interest on all overdue sums at a rate of 3% above the base lending rate from time to time in force of Bank of Scotland Plc. Such interest will accrue before as well as after any judgement.

## **10 delivery**

10.1 With the exception of orders placed via the wedding web-site, all orders are subject to a delivery charge of £5 which is payable by you in addition. Unless the Company agrees otherwise with you in writing, the Company is only able to make deliveries to addresses with a United Kingdom post-code.

10.2 A signature is required at the time of delivery / collection of vouchers.

10.3 Whilst the Company will use reasonable endeavours to meet any delivery dates specified, time of delivery shall not be of the essence of any order accepted by the Company and the Company shall not be liable to you for any loss or damage suffered by you as a result of any delay in delivery.

10.4 You should inspect any goods delivered to you as soon as possible and inform the Company in writing within seven days of the date of delivery of any damage to the goods delivered or of any incomplete delivery. If the Company does not receive any written communication from you within this seven day period then you shall be deemed to have accepted the order in question.

10.5 From time to time, the Company may deliver goods to you or perform services in instalments. In the event that any amount is over-due from you, the Company reserve the right to suspend further deliveries or performance until you have paid to the Company in cleared funds all overdue amounts.

10.6 Please note that the Company will not consider any claims for non-delivery unless you notify the Company in writing of your claim within ten days of the estimated delivery date and any failure by you to give notice within this period shall be deemed to be a waiver of your right to claim.

## **11 risk and title**

11.1 Risk of damage to or loss of any goods ordered by you will pass to you upon delivery – Section 20(2) of the Sale of Goods Act 1979 shall not apply. If you fail to take delivery of any goods at the time notified by the Company (including, but not limited to where you are unavailable to sign for goods which are held by the Royal Mail by virtue of this) or otherwise prevent the Company from delivering any goods to you, risk but not title in those goods will pass to you at the time that the Company first attempted to deliver the goods in question to you.

11.2 Legal and equitable title to any goods ordered by you shall not pass to you unless and until the Company has received from you in cleared funds all monies due from you to the Company whether in respect of the goods delivered or otherwise.

11.3 Regardless of whether title in any goods has passed to you, the Company shall be entitled to bring an action against you for the price of any goods delivered or service provided to you should you fail to pay for the goods in question by the due date.

## **12 returns**

12.1 If you order goods or services from the Company acting in your capacity as a consumer and your order is concluded without you and the Company meeting face to face, then (subject to the exceptions set out below) pursuant to the Distance Selling Regulations, you are entitled to cancel your order if you have changed your mind at any time within seven days of your order being delivered by informing the Company in writing.

12.2 In order to exercise your right to cancel you must return the goods in question to the Company at your own cost within seven days of cancelling your order. You will be liable for any damage to the goods during transit and the Company therefore recommend that you use an insured courier service. Goods returned to the Company must be undamaged, unused and in their original packaging. The Company shall be entitled to decline to accept your cancellation should you fail to comply with these requirements or otherwise return goods to the Company which are not in a re-saleable condition.

12.3 Your right to cancel will not apply in the event that you have ordered goods from the Company which you have requested the Company to prepare in accordance with a specification provided by you (such as requesting the personalisation of goods).

12.4 You will also lose your right to cancel any service ordered by you should you consent to the Company providing you with services during the seven day cancellation period.

12.5 You will also lose your right to cancel in the event you make a contribution to a wedding list and, the couple commence spending your contribution during the seven day cancellation period.

## **13 Disclaimers**

13.1 Nothing contained in these Terms and Conditions shall act so as to exclude or limit the liability of the Company for death or personal injury caused by its negligence nor for fraudulent misrepresentation. Subject to this, the entire liability of the Company to you in relation to the supply of goods and services to you shall be limited to the amount the

Company has received from you for the goods and / or services relating to the claim in question. In no event shall the Company be liable to you for any indirect or consequential loss (such terms to include, but not be limited to, loss of profit, loss of business, loss of anticipated savings, damage to reputation and / or damage to goodwill). If it is established that any goods order by you have not been delivered or were damaged on delivery, the entire liability of the Company to you for that will be to replace the non-delivered / damaged goods.

13.2 The Company shall have no liability to you in respect of improper use by you of the goods you have ordered (including, but not limited to, should you fail to follow the manufacturers instructions). The Company shall also have no liability to you in respect of the actions of any third party retailer with whom you attempt to redeem vouchers supplied by the Company. Please note that the redemption of vouchers may be subject to the terms and conditions of the issuing retailer and that the Company shall have no liability to you and cannot become involved in any dispute between you and the issuing retailer in respect of the use of such vouchers.

13.3 The Company shall not be liable for any telephone or other costs that you may incur in accessing this website.

13.4 Although the Company aim to offer you the best possible service, and make every effort to ensure that this website is free from viruses and / or defects, the Company cannot guarantee that the website services will always meet your requirements or be fault free. If a fault occurs in any of the website services you should report it to the Company who will attempt to correct the fault as soon as reasonably possible.

13.5 The Company cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use this website and to screen out anything that might damage it. The Company shall not be liable to any person for any loss or damage that may occur in relation to computer or other equipment as a result of using this website.

13.6 The Company cannot guarantee a continuous, uninterrupted internet presence especially where maintenance, repairs, modifications or upgrades to this website have to be carried out, or in circumstances beyond the control of the Company. The Company reserve the right to alter or withdraw this website at any time without notice.

13.7 The Company makes no representation that the purchase or use of any of the goods or services available from this website are appropriate or legally permitted outside of the United Kingdom.

13.8 To the fullest extent permitted by law, the Company disclaims all warranties (express or implied) as to the accuracy of information contained in any of the material on this website and shall not be liable to any person for any loss or damage arising from the use of any of the information contained in any of the materials on this website.

13.9 Certain links on this website lead to other websites that are not under the control of the Company. When you activate this kind of link you will leave this Website, and the Company will not accept any responsibility for any material on any website which is not under its control.

13.10 The content of all advertising and or sponsorship material on this website is the responsibility of the relevant advertiser and / or sponsor. The Company will not be responsible for the accuracy or otherwise of any such material on this Website.

13.11 The Company will not be responsible for any breach of these Terms and Conditions that is caused by circumstances beyond its control, including, but not limited to by fire, flood, acts of terrorism, war or god.

13.12 The Company do not make any promise that materials on this website are appropriate or available for use outside the United Kingdom. Accessing this website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this website from outside the United Kingdom you do so at your own risk and are fully responsible for ensuring compliance with local laws if and to the extent that those local laws are applicable.

#### **14 wedding lists**

14.1 Couples creating a wedding list using this web-site shall have joint and several liability. Each partner is deemed by the Company to have the authority to act on behalf of the other partner.

14.2 Couples must keep their log-in details and password secure and not disclose these to any third party. Please note that the Company shall have no liability for the misuse of any couple's account where such misuse arises from a failure to comply with the requirements of this Clause 14.2.

14.3 There is no charge for couples redeeming against a wedding list unless the redemption comes to a total value of less than £250 in which case, a £5 administration charge will be payable. Redemptions can only be made to the value of contributions still remaining with the wedding list at the time the redemption is made.

14.4 All contributions to a wedding list must be paid for at the time the contribution is made. A minimum contribution of £10 applies. Please note that it may take up to ten days for your contribution to appear on your chosen wedding list. In the event that the wedding is cancelled, the Company will provide pro-rata refunds to guest who have contributed to the wedding list based on the then current unredeemed value of the wedding list. Each such refund to guests will be subject to an administration charge of £5 per guest.

14.5 Wedding lists can remain open for contributions for a maximum period of six months. Following this, wedding lists will remain available for redemption by couples for a maximum of six months. If there is any unredeemed value left in the wedding list at the end of this six month period, the Company shall provide the couple with vouchers (selected by the Company) in the amount of the outstanding value of the wedding list.

14.6 For security reasons we are only able to accept credit or debit cards registered to a United Kingdom address, cards registered overseas cannot be accepted.

#### **15 Reservation of Intellectual Property Rights**

15.1 You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content supplied as part of this website and any other

information, drawings materials or the like supplied by the Company to you shall remain at all times vested in the Company or its licensors (as appropriate).

15.2 The Voucher Shop name and all other names, images, pictures, logos and icons identifying the Company or its goods and services are, unless otherwise stated, trade marks or trade names of the Company in the UK and other countries. Other product and company names mentioned in this website may be trade marks of their respective owners.

15.3 All intellectual property rights (which include, but are not limited to, copyrights, patents and trademarks) in the design, content and arrangement of this website (including its text and graphics, all software compilations or underlying source code, and all other material on this website) are reserved to the Company, its affiliates or content and/or technology providers.

15.4 You may print or copy parts of this website in connection with ordering goods or services from the Company but you may not use any materials contained in this website for any other purpose without first obtaining the written consent of the Company.

## **16 Indemnity**

16.1 You agree to fully indemnify, defend and hold the Company harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses including reasonable legal fees and / or settlement sums reasonably suffered, incurred or paid by the Company arising out of any:

- (a) breach of these Terms and Conditions by you or any other person accessing this website using your password and/or your personal details;
- (b) claim by a third party that your use of this website is defamatory, abusive or offensive, is of an obscene or pornographic nature, is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- (c) claim by a third party that your use of this website infringes that party's intellectual property rights of whatever nature; and / or
- (d) penalties imposed by any regulatory authority in connection with your use of this website.

## **17 termination**

17.1 Without prejudice to any rights or remedies which may have accrued to the Company or you, the Company shall be entitled to terminate your use of this website and / or any order placed by you and accepted by the Company:

- (a) by written notice in the event that you breach any of these Terms and Conditions and, in the case of a breach which is capable of remedy, you fail to remedy the breach in question within 28 days of a written request from the Company to do so. The Company shall not be liable for the delivery of any goods to you nor for the performance of any service during such 28 day period; and / or
- (b) immediately in the event that you make any voluntary arrangement with your creditors, become bankrupt, become subject to an administration order or go into liquidation (unless it for the purposes of a bona fide amalgamation or reconstruction) or an encumbrancer takes possession or a receiver is appointed of any of your property or assets or the Company has reasonable grounds to believe that any of the foregoing occurrences is likely to occur to you.

17.2 Upon termination for whatever reason, notwithstanding any credit terms which may have granted you by the Company, all sums due from you to the Company shall immediately become payable.

## **18 Notices**

18.1 Notices may be served by personal delivery or by first class post or by facsimile. In the case of the Company, notices should be addressed to: The Company Secretary at P&MM Limited, Rockingham Drive, Linford Wood, Milton Keynes, MK14 6LY. The Company shall address all correspondence to you in accordance with the details provided by you at the time of placing an order.

18.2 Notices shall be deemed to be served:

- (a) on delivery when delivered personally;
- (b) on receipt of a printout confirming due transmission when transmitted by facsimile; or
- (c) two (2) days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed.

In each case provided that where delivery is made or deemed to be made outside of the usual business hours of the Company and / or on a Saturday, Sunday or Public Holiday in England and Wales, delivery shall be deemed to occur at the start of trading on the next weekday.

## **19 Privacy**

19.1 The Company takes your privacy seriously. You can read the Company's Privacy Policy by clicking on the "Privacy Policy" link on the home page.

19.2 To help the Company ensure the best possible service standards, telephone calls may be recorded.

## **20 Law and Jurisdiction**

20.1 The law of England and Wales will apply to these Terms and Conditions and to any purchase of any goods or services from the Company. The courts of England and Wales shall have exclusive jurisdiction.

## **21 Miscellaneous provisions**

21.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions without the prior written permission of the Company.

21.2 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

21.3 If you breach these Terms and Conditions and the Company ignore this fact, it will still be entitled to use its rights and remedies at a later date or in any other circumstances where you breach these Terms and Conditions.

21.4 A person who is not a party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

21.5 These Terms and Conditions represent the entire agreement between you and the Company in relation your use of this Website and / or the purchase by you of any goods or services from the Company and supersede all prior agreements, arrangements and undertakings between you and the Company relating to the use by you of this website and / or the purchase by you of goods or services from the Company.

21.6 The headings used in these Terms and Conditions are to assist interpretation and shall not affect the construction of these Terms and Conditions.

21.7 In these Terms and Conditions, references to the singular shall include the plural (and vice-versa) and references to persons shall include bodies corporate and all other legal entities. References to any statute or statutory provision shall include any renewal or re-enactment.