

## TERMS & CONDITIONS OF SALE FOR CHRISTMAS

### 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 catalogue for the Scheme Period in question;

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

**'Love2shop Gift Card'** means Our multi-retailer plastic or board gift card, which is accepted at multiple shops, restaurants & attractions;

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

**'Love2shop Vouchers'** means together Our Love2shop Paper Voucher and/or Love2shop Gift Card;

**'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;

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

**'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 directly or indirectly wholly owned subsidiaries of Appreciate Group plc (formerly named Park Group plc) (Registered in England with Company Registration No. 1711939) (**'Appreciate Group'**) whose registered offices are all at Valley Road, Birkenhead, Wirral, England, CH41 7ED;

**'Commission 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 14 below; and

**'Scheme Period'** being the period of time that an Agent or Direct can budget for the Christmas in question.

**Customer Care** can be contacted at:

Telephone: **1850 300 500** (Mon-Fri, 09:00 – 17:00 (excluding UK bank holidays))

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 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 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 Love2shop Vouchers. 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 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 30 days of Us processing the order, or if the total price is not received by Us by 1<sup>st</sup> 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 a Love2shop Paper Voucher if your payments are not up to date as at 5<sup>th</sup> October immediately before the Christmas in question.

**8. Acceptance for payment:**

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

**Highest Priority:** **1.** Love2shop Vouchers / Mastercard Gift Cards, **2.** Meat hampers and options, **3.** Other hampers, **4.** All other items, including jewellery and third party 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.** Order alterations (excluding the cancellation of all goods ordered (which is dealt with at clause 10.a. below)) can be accepted by no later than 31<sup>st</sup> August immediately before the Christmas in question, at no extra charge.

**10. Cancellation Charge:** The cancellation of your entire order by your Agent or, if none, you shall result in the following charge:

a. No charge will apply in respect of order cancellations notified to Us by 31<sup>st</sup> 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 31<sup>st</sup> 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 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.

**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.

**14. Commission Reward to Agents/Directs:** 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 1<sup>st</sup> 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.parkchristmas.ie](http://www.parkchristmas.ie) or by contacting Customer Care.

**15.** 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 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. Delivery details will be set out in the advice letter your Agent, or if none, you will receive from Us during October immediately before the Christmas in question. All items must have been paid for in full before they are delivered.

**17.** 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 Love2shop Paper Vouchers). However, a charge of €5 per item may apply. Customer Care can advise you on goods available to be delivered to Directs. Love2shop Vouchers 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 Love2shop Vouchers delivered by an alternative to Our chosen carrier, a delivery charge may apply.

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

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

**20.** 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.

**21.** Every effort will be made to supply the exact item ordered (including any bonus gifts contained in hampers). However, if any item is unavailable for any reason, We will supply a suitable substitute item of equal or greater value. If a suitable substitute item is not available for any reason We may instead supply Love2shop Gift Card(s) and/or Love2shop Paper Voucher(s) of equal or greater value at our sole and absolute discretion. If you are not satisfied with any substitute item, We will bear the cost of its return to Us. We reserve the right to obtain proof of identification as We may reasonably require in relation to any substitute item, in accordance with clause 3 above.

**22. Returns:** You may not return any item that is not suitable for return, including for health or hygiene reasons, unless it is faulty.

Examples include: (a) perishable goods (including food or drinks); (b) fragrances; (c) earrings; (d) sealed audio, video or computer software (including software embedded within hardware (such as a phone, tablet, computer or laptop)) where the seal is broken or the hardware has been switched on; or (e) tailor-made or personalised items (including customised jewellery).

Except for those items highlighted in the Catalogue and the ones referred to 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, CH41 7ED by 31<sup>st</sup> January immediately following the Christmas in question to ensure your return is processed.

**23.** 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.

**24. Privacy Policy:** By placing an order with Us either via your Agent or Direct 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, fax 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 within the Appreciate Group for marketing purposes, you may “opt-out” at any time.

**25. 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.**

**26.** 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.

**27.** 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.

**28.** 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.