

## Touchwood Gift Card Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS OF SALE, TOGETHER WITH OUR WEBSITE TERMS AND CONDITIONS OF USE AND PRIVACY POLICY CAREFULLY. THEY GOVERN OUR RELATIONSHIP WITH YOU IN RELATION TO THIS WEBSITE AND YOUR PURCHASE OF GIFT CARDS FROM IT. THE GIFT CARDS ARE ALSO SUBJECT TO CARDHOLDER TERMS AND CONDITIONS OF USE ISSUED BY THE CARD ISSUER.

If you have any questions about them or do not wish to accept them, please contact Touchwood Customer Services on 0121 709 6965 before continuing.

“You” and “your” refer to the cardholder. “We” and “us” and “our” collectively refer to Lend Lease Europe GP Limited (“Touchwood”). Lend Lease Europe GP Limited is part of the Lend Lease Group and is a company registered in England and Wales at Companies House. Our registered office is 20 Triton Street, Regent's Place, London, England NW1 3BF and our registered number is 3540670. We operate from Touchwood Management Offices, The Hub, Touchwood, Solihull B91 3GJ. Our VAT number is GB726096328.

By placing an order for the purchase of Gift Cards via this website (“Order”) you are agreeing to the terms and conditions for the online purchase and use of Gift Cards set out below. In particular the following conditions apply:

**Payment** – By clicking on “Proceed”, you agree to purchase the Gift Cards ordered and authorise Touchwood to debit the total amount of your Order from your credit card.

**Expiry** – Your Gift Card will expire 12 months from the date of purchase. Unused value at the date of expiry will not be refunded.

**Participating Stores** – The Gift Card can be used in most stores at Touchwood. Exclusions apply.

### TERMS AND CONDITIONS FOR ONLINE PURCHASE OF TOUCHWOOD GIFT CARDS

#### 1. WHO CAN PURCHASE FROM US?

1.1 To purchase a Gift Card you must be aged 18 or over and resident in the United Kingdom. We cannot ship to countries outside the United Kingdom.

#### 1.2 ORDERS

1.3 Once you have completed compiling your Order, you will be asked to confirm that it is correct. If it is not correct, you can revisit your Order and correct the mistakes before confirming and submitting your Order to us. It is your responsibility to ensure that your Order is correct before submitting it to us.

1.4 You may place an Order by following the instructions on the Website. Your Order will be submitted by completing your payment details and indicating your acceptance to buy a Gift Card at the price set out in the Order by activating the "Proceed" button.

1.5 Orders will be deemed to have been received by Touchwood at the time Touchwood sends an Order confirmation to your nominated e-mail address. This is not an acceptance of your Order. The

contract between us is not formed until we confirm that we have accepted your Order and have despatched your Order to you.

1.6 Each Order (once accepted) represents a separate agreement incorporating the terms of that Order.

1.7 Touchwood reserves the right not to accept Orders which exceed £500 in total (excluding postage and packing charges) or multiple orders which exceed this amount. If Touchwood is unable to supply your total Order, Touchwood will endeavour to contact you to discuss whether you wish to proceed with an Order. Any requests for Orders in excess of £500 should be made by calling 0121 709 6965 during office hours.

1.8 You acknowledge that the Internet can sometimes be unstable and at times the Website may not be available, or Orders may not be processed or may not be accepted for reasons beyond our control. In these circumstances Touchwood accepts no responsibility.

## **2. PAYMENT**

2.1 The prices indicated on our Website include all taxes, including VAT, which may be payable in respect of the Gift Card.

2.2 All payments will be charged in pounds sterling.

2.3 Payment for online orders is to be made by debit or credit card. Touchwood does not accept payment by American Express. You may provide your nominated debit or credit card details during the purchase process described on the Website.

2.4 Once you click on "Proceed" you will be transferred to our payment processor who will process payment for your Order using a secure payment gateway. The amount to be paid includes any delivery charges (see below) and VAT as itemised on the final screen where you indicate your acceptance of this contract ("**Total Amount**"), using your nominated debit or credit card.

2.5 You authorise Touchwood's payment processor to debit the Total Amount from your nominated debit or credit card.

2.6 If your nominated debit or credit card is declined by your financial institution, we will not be able to process your Order. You may seek to make payment using a different credit card but if unsuccessful, you will need to contact your Bank. We have no responsibility to you where your card is not accepted.

2.7 Touchwood may decide at any time not to accept payment from you by your debit or credit card. If we decline to accept payment, we will not process the Order and will contact you to inform you that your Order will not be processed.

## **3. DELIVERY, RISK & TITLE TO GOODS**

3.1 For security purposes, we will only deliver your Order to the billing address for the credit card used.

3.2 We aim to process Orders within 48 hours of your Order being made.

3.3 We will arrange for delivery of the Gift Card by Royal Mail's recorded delivery or special delivery service. Postage and packing will be payable as set out below:

Within the United Kingdom - delivery for one (1) Gift Card: £4.99

Within the United Kingdom - delivery for numerous Gift Cards: £4.99 for the first Gift Card and £1.50 per extra card up to five cards. (These charges apply despite Gift Cards only being sent to the purchaser's billing address). (Postage charges can be subject to change)

3.4 We will send you an email confirming despatch of your Order and indicating the likely delivery time. Normally this should be within 1-3 working days but we cannot guarantee an exact delivery date. If you have not received your Order within 14 days of placing the Order or receiving an email from us confirming dispatch of your Order please call 0121 709 6965.

3.5 If we have not delivered your Order within 30 days of submitting your Order then you may cancel the contract and we will refund any money paid by you (which shall include any postage and packing costs paid).

3.6 Touchwood will not be liable to you or anyone else for any losses suffered or incurred due to delay in delivery. Paragraph 3.5 above sets out the extent of our liability to you.

#### **4. COLLECTION OF CORPORATE GIFT CARDS AT TOUCHWOOD**

4.1 If you have nominated to collect your Corporate Order from the Touchwood Guest Information Desk, located on Crescent Arcade, near to H&M. You will be required to quote your unique reference number provided at the time of purchase.

4.2 Touchwood shall not release Gift Cards unless, in Touchwood's absolute discretion, this security check has been successfully completed.

4.3 No delivery charges will be levied where you have selected to collect your Order from the Touchwood Guest Information Desk, located on Crescent Arcade, near to H&M. It is your responsibility to collect your Order. We will retain your Order at the Touchwood Guest Information Desk if it is not collected, but have no responsibility to you if you fail to do so.

#### **5. YOUR RIGHT TO CANCEL**

5.1 If you are a consumer (i.e. you are not purchasing either wholly or in part for your business or you are not a business) you have the right, in addition to your other rights, to cancel the contract and receive a refund from us. You must inform us in writing to Touchwood Management Offices, The Hub, Touchwood, Solihull, B91 3GJ if you wish to cancel within seven working days, starting on the day after your Order is delivered or collected.

5.2 If you choose to cancel then you must return the Gift Card(s) to us at your cost and risk and we advise you to ensure the goods are adequately insured during the return journey. You must ensure that you take reasonable care of the goods.

5.3 If you have not returned the Gift Card(s) within 14 days of cancellation or when requested by us to do so, whichever occurs first, we will cancel the Gift Card(s).

5.4 Any right to cancel shall cease to apply from the date on which the Gift Card is used (in whole or in part).

## **6. GIFT CARDS GENERAL**

6.1 Gift Cards become subject to the Gift Card Use Terms and Conditions and to the Cardholder Terms and Conditions of Use upon activation. These terms and conditions are set out in full below, and are available at <http://www.touchwoodsolihull.co.uk> and at Touchwood Guest Information Desk, located on Crescent Arcade, near to H&M.

6.2 Use by us of any personal information which you submit in connection with the purchase of the Gift Cards is subject to the separate Privacy Policy referred to above. In addition to the purposes set out in the Privacy Policy, your personal information will be used for the purposes of fulfilling your Order and will be provided to our payment processor and to Royal Mail for these purposes.

6.3 We may not necessarily keep a copy of these Terms and Conditions and your order. We advise you to print a copy of them for your information in the future. You can download a pdf version of these terms and conditions by right clicking here.

6.4 The contract and all communications between us will be conducted in the English language.

6.5 The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the law of England and Wales.

6.6 The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions or use of the website.

## **7. CHANGES IN THE CONDITIONS**

7.1 Touchwood may vary these Terms and Conditions from time to time (including to introduce new fees). A copy of the latest version of these Terms and Conditions is available from <http://www.touchwoodsolihull.co.uk> or Touchwood Guest Information Desk (Guest Services).

**IF YOU HAVE ANY ENQUIRIES ABOUT THE PURCHASE OF GIFT CARDS OR WISH TO MAKE ANY COMPLAINT ABOUT OUR SERVICE TO YOU, PLEASE CONTACT:**

[www.touchwoodsolihull.co.uk/contactus](http://www.touchwoodsolihull.co.uk/contactus)