

## Terms and Conditions

This system is operated by W&H THOMAS Ltd, Y Seler Hotel, 7 Market Stret, Aberaeron, Ceredigion, Wales, SA46 0AS

("W&H THOMAS Ltd" or "we").

### 1. LEGAL AGREEMENT

1. These are the terms and conditions ("Terms") that govern your use of this website and any purchase of a gift voucher ("Gift Voucher").
2. This forms a legal agreement between you, the user of the website and purchaser of any Gift Vouchers, and W&H THOMAS Ltd ("Seller", "we", "us", "our") and you must agree to these Terms in order to purchase a Gift Voucher.
3. If you do not accept these Terms, you should not make any further use of this website and you will not be able to purchase a Gift Voucher.

### 2. ORDERING A GIFT VOUCHER

1. The website enables you to purchase Gift Vouchers from us. You should ensure that, prior to submitting an order, you review the details of the Gift Voucher, including any conditions and exclusions on the redemption and use of the Gift Voucher. Those conditions and exclusions apply in addition to these Terms.
2. Please check your order carefully before submitting it. You can correct errors before submitting the order. Submission of the order constitutes an offer to purchase the Gift Voucher(s) from us, subject to these Terms. You undertake that all details you provide are correct, that the payment card is your own and that there are sufficient funds to cover the cost of the Gift Voucher(s) ordered.
3. We may contact you to say that we do not accept your order. This is typically where the goods/services are not available, we cannot authorise your payment, you are not eligible to purchase the Gift Voucher, or there has been a mistake in the pricing or description of the Gift Voucher.
4. We will only accept your order when we email you to confirm this. At this point, a binding legal contract will be in place between you and us. You should check that the details in the confirmation are correct and notify us immediately if there is any error.

### 3. PAYMENT

1. We accept payment by credit or debit card (Visa or Mastercard). Payments are

processed via our nominated third party payment processor.

2. We will not issue the Gift Voucher to you unless and until full payment is received. If we are unable to authorise your payment, we will use reasonable efforts to notify you and give you the opportunity to rectify the issue. If we are unable to do so, we will cancel the order.

#### 4. ISSUING & USING GIFT VOUCHERS

1. We, or our nominated third-party supplier, shall issue a voucher for the Gift Voucher to you at the delivery address specified in the order. This is typically done within two (2) working days of us confirming acceptance of your order. We cannot take responsibility for delays caused by the postal service.

2. If you do not receive your voucher within 14 days of our confirmation, you may contact us via the details shown on the website or in the confirmation, and we will do our best to investigate and assist.

3. All Gift Vouchers are non-refundable and non-transferable unless otherwise agreed by us. No cash alternative is available.

4. Gift Vouchers must be redeemed and used in accordance with the additional terms and conditions applicable to that Gift Voucher, as shown on the website.

5. The provision of goods/services to which the Gift Vouchers relate is subject to availability and we cannot guarantee any specific date or time for the use of the Gift Voucher. We recommend redeeming the Gift Voucher as far in advance as possible to avoid disappointment.

6. The Gift Voucher is subject to expiry after the time period specified on the website and/or on the face of the voucher. The Gift Voucher must be redeemed within the period of validity. No refund or replacement shall be offered if the Gift Voucher expires.

#### 5. LIABILITY

1. Nothing in this agreement shall limit or exclude the Seller's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or in relation to any liability which by law may not be limited or excluded.

2. This website and the Gift Vouchers are available for personal use only and accordingly, the Seller shall not be liable for any business losses, including any loss of profits, business, revenue, goodwill, savings, anticipated savings (whether direct or

indirect). The Seller shall not be liable for any indirect or consequential losses howsoever caused.

3. Nothing in these Terms affects your statutory rights. For more information about your statutory rights, please consult Citizens' Advice ([citizensadvice.org.uk](http://citizensadvice.org.uk)).

## 6. INTELLECTUAL PROPERTY RIGHTS

The website and all content, images and materials published on it is protected by copyright and other

intellectual property rights and laws. You may access and use the website for personal purposes only and

not for any other purpose. None of the content may be downloaded, copied, reproduced, transmitted,

sold or distributed for any commercial purposes without our prior written consent.

## 7. ASSIGNATION

You may not assign, sub-licence or otherwise transfer any of your rights under these Terms without our prior

written consent.

## 8. PRIVACY

1. Your privacy is important to us and we are committed to maintaining the privacy of any personal information received from you. We comply with the UK's data protection legislation, including the General Data Protection Regulation and Data Protection Act 2018.

2. By using our website and purchasing a Gift Voucher, you agree that you have read and accepted our privacy policy, available at </page/privacy>.

## 9. GENERAL

1. Whilst reasonable efforts are used to ensure that the website is complete and accurate and made available at all times, the website is provided "as is" and without any warranties or guarantees. In particular, we do not warrant that the website will always be available or will be error-free. We may alter or revoke access to the website at any time.

2. If any or the provisions of these Terms are held invalid, illegal or unenforceable for any reason by any court or competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Terms

had been accepted with the invalid illegal or unenforceable provision eliminated.

3. We shall not be liable for any delay or failure to perform any of the obligations under these Terms if such delay or failure is due to any cause or circumstances beyond our reasonable control.

4. We may vary these terms and conditions from time to time by publishing the varied terms on the website, provided that this shall not apply to any Gift Vouchers already purchased.

5. These terms and our contract with you shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this agreement shall be subject to the non-exclusive jurisdiction of the English courts