

LINCOLNSHIRE CO-OPERATIVE TRAVEL GIFT CARD - OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we will supply our Travel Gift Card (**Gift Card**) to you.
- 1.2 **Why you should read them.** Please read these terms carefully. These terms tell you who we are, how you can use our Gift Card, how you and we may change or end the contract between you and us created by your purchasing a Gift Card (the **contract**), what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Lincolnshire Co-Operative Limited, a registered society under the Co-operative and Community Benefit Societies Act 2014. Our registration number is 141R and our registered address is at Stanley Bett House, 15-23 Tentercroft Street, Lincoln LN5 7DB.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01522 781 135 or by writing to us at membership@lincolnshire.coop or our registered address.
- 2.3 **"Writing" includes emails.** When we use the words **writing** or **written** in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we accept payment from you for the Gift Card, which creates the contract that is subject to these terms.
- 3.2 **The minimum amount that can be loaded onto a Gift Card** is £1 and the maximum amount that can be held on a Gift Card at any one time is £500.

4. USING THE GIFT CARD

- 4.1 **The Gift Card may be used** to pay for the full or part of the value of goods or services provided by us (trading as *Lincolnshire Co-operative Travel*) instore (including travel insurance).
- 4.2 **Excluded Purchases** please note that your Gift Card may not be used to purchase any currency or make any foreign exchange transactions. We reserve the sole discretion to determine which products the Gift Card may be used to purchase from time to time.
- 4.3 **You must present your Gift Card in person** to the relevant Lincolnshire Co-operative Travel branch in order to use your Gift Card instore.
- 4.4 **Checking the balance on your Gift Card.** The remaining balance on your Gift Card will be updated after each transaction for which it is used. The balance remaining on your Gift Card can be checked in a Lincolnshire Co-operative Travel instore or by visiting lincolnshire.coop/giftcardbalance.

5. REFUNDS

- 5.1 If you have used your Gift Card to pay in full or in part for a product or service and are due a refund of all or part of the cost of that product or service, the refund will be re-credited to

the balance on your Gift Card. Alternatively, the refund for any Gift Card payment can be by cash.

6. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 6.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 6.2 **We are not liable under these terms** for any loss you suffer in the event that your Gift Card is lost, stolen, deactivated, inactivated or damaged. Your Gift Card should be treated as if it were cash.
- 6.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 6.4 **Any outstanding balance on a Gift Card** cannot be transferred to another Gift Card or exchanged for cash instore.
- 6.5 **Our overall liability to you under these terms** is capped at an amount equal to the outstanding balance on your Gift Card from time to time.

7. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your (or any individual to whom your rights under these terms are transferred in accordance with clause 8.3) personal information as set out in our privacy policy which can be found at lincolnshire.coop/privacy-policy.

8. OTHER IMPORTANT TERMS

- 8.1 **The Gift Card cannot be re-sold or exchanged for cash.** Any Gift Card that is re-sold or transferred for value to any person will become void.
- 8.2 **We may transfer our rights to someone else.** We may transfer our rights and obligations under these terms to another organisation. The details of any organisation which we transfer our rights and obligations to will be available to view at lincolnshire.coop/giftcard
- 8.3 **You may transfer the Gift Card to someone else.** You may transfer the Gift Card to someone else as a gift. The recipient of the Gift Card will be subject to these terms.
- 8.4 **Nobody else has any rights under this contract (except someone you pass your rights on to under the terms of clause 8.2).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 8.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.