



## Terms and Conditions

*This Agreement details the agreement between Wonde Limited, trading as 'Evouchers.com', ("Wonde", "we" or "us") and any school or such other education institution or any person connected with such institution ("Schools" or "you") who purchases vouchers through us. By proceeding with the order you agree to be bound by these terms and conditions.*

### 1. **CONTRACT**

- 1.1. These terms and conditions ("Agreement") apply to any order by you and supply of vouchers by us to you or any other persons who are the designated beneficiaries of any such vouchers. No other terms are implied by trade, custom, practice or course of dealing.
- 1.2. The Agreement is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Agreement.
- 1.3. Wonde's obligations contained in this Agreement are only owed to you and no other party.

### 2. **ORDERS**

- 2.1. *Creating your order.* Please follow the onscreen prompts to place an order (including selecting voucher values and retailers. When you select the payment method and tick the box to agree to Wonde's terms and conditions then this will be treated as acceptance by you to buy the vouchers specified in the order ("Vouchers") subject to the terms of this Agreement ("Order").
- 2.2. Please check your Order carefully before confirming any Order. You are responsible for ensuring that your Order is complete and accurate. Wonde shall not be liable or responsible for any errors or omissions inputted by you or any person on your behalf.

- 2.3. You irrevocably confirm that once you have selected your payment method that you are contractually bound to purchase the amount of Vouchers at the price that is identified in such Order (“Purchase Price”).
- 2.4. If any Order contains any errors and provided that you have notified Wonde immediately after submission of the Order but prior to a Voucher being assigned to the relevant beneficiary then Wonde shall use reasonable endeavours to work with you to rectify any mistakes that you may have made in an Order. However, you irrevocably confirm and acknowledge that Wonde shall not be obliged to refund nor is Wonde liable to any extent for any refund of any amount in respect of such Order.

### **3. Payment**

- 3.1. You irrevocably confirm and acknowledge that your obligation to pay the purchase price to Wonde is absolute and not conditional upon any confirmation from any authority or other person that they will reimburse you for any such costs.
- 3.2. You have the right to pay at the time of confirmation or by way of an invoice. If you choose to pay by invoice, we shall issue you with an invoice and you agree to pay such amount in accordance with the terms of the invoice issued to you.
- 3.3. You agree that Wonde has the right to set off any amounts it holds on your behalf against any monies that are owed by you to Wonde from time to time.

### **4. Assigning Vouchers to Parents**

- 4.1. Once you have purchased an Order it is your responsibility to assign such Vouchers to the appropriate parents (or other relevant beneficiaries) **(Parents)**.
- 4.2. Once you have purchased an Order you shall have three months to assign such Vouchers to the Parents. Upon expiry of this three months period, the Vouchers shall expire and you shall have no right to obtain a refund.
- 4.3. You shall:
  - 4.3.1. enter the correct details of the Parents into the system and take responsibility for any errors or omissions that result in any incorrect or omitted details; and
  - 4.3.2. obtain and maintain the consent of the Parents for Wonde to email/text or otherwise communicate with them to enable the Parents to access and use the Vouchers.

- 4.4. You irrevocably confirm and acknowledge that:
- 4.4.1. Parents shall have three months to redeem their Vouchers before it expires;
  - 4.4.2. if any Parents fail or in any way are unable to redeem any designated Vouchers then neither Wonde or any other person shall be liable to pay any refund for such failure; and
  - 4.4.3. Wonde shall not be liable to monitor whether any persons have failed to allocate and/or redeem any Vouchers that they may be entitled.
- 4.5. Wonde reserves the right to refund any amounts either unassigned or not redeemed but it shall not be obliged to if the periods in clauses 4.2 and 4.4.1 have expired. If Wonde uses its discretion to offer any refund then we shall have the right to charge an administrative fee of £15 plus any applicable VAT to process each such transfer. If the original payment by you to us was by either debit or credit card then you shall be liable to us for an additional charge of an amount equal to 1% of the total refund amount that is due to be paid by us to you. You agree that we shall be able to automatically deduct such fees from the funds.
- 4.6. If the refund amount relating to an Order is a de minimis amount of under £25 Wonde shall not be obliged to refund such amount to you.

**5. WONDE'S OBLIGATIONS**

- 5.1. In consideration of you agreeing to complying with the terms of this Agreement and to pay the Purchase Price, Wonde shall purchase the Vouchers and deliver them to the Parents in accordance with the terms of this Agreement.
- 5.2. Wonde shall provide its services with reasonable care and skill pursuant to the terms of this Agreement.

**6. LIMITATION OF LIABILITY - PLEASE READ CAREFULLY**

- 6.1. References to liability in this clause 6 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 6.2. **No limitation of your payment obligations.** Nothing in this clause 6 shall limit your payment obligations under this Agreement.

6.3. **Liabilities which cannot legally be limited.** Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

6.4. Subject to clause 6.3, Wonde's total liability for any breach (or breaches related to the same Order) shall be limited to the total amount of the Purchase Price of the relevant Order.

6.5. Subject to clause 6.3, this clause 6.5 specifies the types of losses that are excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

6.6. **Exclusion of statutory implied term.** Wonde has given commitments as to its levels of service in accordance with clause 5.2. In view of this obligation, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

## 7. **Events outside our control**

7.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control ("Event Outside Our Control").

7.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

- (a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

7.3. For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary) as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority.

## 8. **General**

8.1. *Updates to this Agreement.* You agree that we shall have the right to make changes to this Agreement from time to time, but if we do so we will notify you.

8.2. *Notice.* Any notice or other communication given by one of us to the other under or in connection with Agreement must be in writing and be delivered by [finance@wonde.com](mailto:finance@wonde.com) or such other contact details that we may provide you from time to time.

8.3. *Assignment and transfer.* Wonde may freely assign or transfer its rights and obligations under this Agreement. You may only assign or transfer your rights or your obligations under this Agreement if we agree in writing.

8.4. *Waiver.* If we do not insist that you perform any of your obligations under this Agreement, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

8.5. *Severance.* Each paragraph of this Agreement operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

8.6. *Third party rights.* This Agreement is between you and us. No other person has any rights to enforce any of its terms.

8.7. *Governing law and jurisdiction.* This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in

connection with this Contract to the exclusive jurisdiction of the English courts.