

Terms and Conditions

*These terms and conditions (“**Agreement**”) detail the agreement between Wonde Limited, trading as ‘Evouchers’ (“**Evouchers**”, “**we**” or “**us**”) and any buyer or any person connected with such buyer or on behalf of such buyer (“**Buyer**” or “**you**”) who purchases any vouchers or any other products either through us via (i) our website www.evouchers.com, applications and/or platform (“**Evouchers Software**”); and/or (ii) manually without using the Evouchers Software (“**Manual Purchase**”).*

By proceeding with the Order (as defined below) you agree to be bound by this Agreement. Further the use of our services either through the Evouchers Software or by any Manual Purchase, you will be deemed to have read, understood and accepted these terms, our general licence terms for the use of our Evouchers Software (if using the Evouchers Software) and our privacy notice, and that you agree to be bound by each of these, without limitation or qualification to all of these terms which are incorporated into this Agreement.

*This Agreement shall apply to our products and services relating to vouchers (including but not limited to vouchers relating to Free School Meals (“**FSM**”), retail and energy vouchers (including but not limited to cash out vouchers)) each supplied under the Evouchers brand (“**Services**”). This Agreement does not deal with Holiday Activity and Food Programme vouchers and this service will be dealt with by separate terms and conditions.*

1. **CONTRACT**

- 1.1. This Agreement applies to any order placed by you and to any distribution of vouchers or similar products (“**Vouchers**”) by us to the recipients of any such Vouchers. Unless you have entered into an Evouchers’ framework agreement in writing (“**Framework Agreement**”), no other terms are implied by trade, custom, practice or course of dealing.
- 1.2. You will either be asked to agree to this Agreement via our Evouchers Software or manually (such as by email). If for any reason you are not prompted to affirmatively agree to this Agreement then your

continued use of our services and placing any Order will constitute your agreement to the terms of this Agreement.

- 1.3. Subject to any Framework Agreement, this 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.
- 1.4. Evouchers's obligations contained in this Agreement are only owed to you and no other party.
- 1.5. We may from time to time make changes to this Agreement and any policies and agreements which are incorporated herein, and such changes shall be effective immediately upon notification via Evouchers Software or such other method including but limited to email. Your use of our services after such changes or your Order of our Vouchers, shall constitute your acceptance to such changes.

2. **ORDERS**

- 2.1. You will either order Vouchers through our Evouchers Software or, subject to our written agreement, by a Manual Purchase.
- 2.2. *Creating your order -*
 - 2.2.1. *Evouchers Software.* Please follow the onscreen prompts to place an Order (including selecting product options, voucher values, retailers or applicable service providers); or
 - 2.2.2. *Manual Purchase.* You may be permitted to make a Manual Purchase of Vouchers provided that Evouchers agrees in writing to such purchase.

Your placing of an order whether by clause 2.2.1 or 2.2.2 will be treated as an offer by you to place an order for the Vouchers specified in the order subject to the terms of this Agreement and "**Order**" shall mean any such order placed by the Buyer either through the Evouchers Software or by Manual Purchase.

- 2.3. Please check your Order carefully before confirming the details of any Order. You are responsible for ensuring that your Order is complete and accurate. Evouchers shall not be liable or responsible for any errors or omissions inputted by you or any person authorised to do so, on your behalf. You irrevocably confirm and acknowledge that Evouchers shall not be obliged to refund nor is Evouchers liable

to any extent for any refund of any amount in respect of any errors made in the Order.

- 2.4. Every Order for Vouchers received from you shall be deemed to be an offer by you to purchase Vouchers subject to these terms. If Wonde accepts an Order it will notify the Buyer with an order confirmation confirming the details of the Order.
- 2.5. You irrevocably confirm that once you have selected or agreed your payment method with Evouchers then you have committed to be bound to purchase the Vouchers at the price that is identified in such Order ("**Purchase Price**"). In some cases, such Purchase Price may be satisfied from time to time by a third party such as a local authority or Government body provided this is permitted in writing in advance by Evouchers and, further, Evouchers may require separate terms between that paying party and Evouchers.

3. **PAYMENT**

- 3.1. Subject to clause 3.5, you irrevocably confirm and acknowledge that your obligation to pay the Purchase Price to Evouchers is absolute and not conditional upon any confirmation or approval from any third party (including but not limited to any confirmation that such party will reimburse you for any such costs).
- 3.2. You agree that, unless agreed otherwise in writing by Evouchers, you shall pay the Purchase Price in cleared funds before Evouchers is obligated to deliver its services under this Agreement. Unless Evouchers directs in writing otherwise, the Buyer shall pay such invoice within 14 days of the invoice date to such bank account nominated by Evouchers from time to time. In some circumstances Evouchers will require immediate payment before proceeding.
- 3.3. You have the right to pay at the time of confirmation and to make a direct payment at the time of the Order, or to make a payment by way of an invoice which will then, for example, facilitate any payment by a third party if applicable. If you opt for payment by invoice, we shall issue an invoice to you or the appropriate legitimate payer as selected by you. The invoice will reflect the appropriate payment terms which will also apply to our contract with you.

- 3.4. You agree that Evouchers has the right to set off any amounts it holds on your behalf against any monies that are owed by you or the paying party to Evouchers from time to time.
- 3.5. Notwithstanding clause 3.1, where you are, for example, a school and a third party such as a local authority or Government body who has agreed to be responsible for paying Evouchers directly (provided to the extent that Evouchers is satisfied that such third party is legitimately responsible for such payment and Evouchers has agreed in writing to such arrangement with such third party) then such third party will be responsible for such payment and nothing in this Agreement shall restrict or prohibit Evouchers from allowing such third party to receive such funds to settle any outstanding amounts relating to the Purchase Price. However, to the extent any such Order is deemed by Evouchers not to be legitimately covered by any such third party then Evouchers shall have the right to demand such outstanding amounts from you from time to time.
- 3.6. Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay Evouchers any sum due under this Agreement on the due date:
- 3.6.1. the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 3.6.2. Evouchers may suspend or postpone all or part of its services until payment has been made in full.
- 3.7. All sums payable to Evouchers under this Agreement:
- 3.7.1. are exclusive of VAT, and the Buyer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 3.7.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.8. *Floats*. To the extent that the parties operate a float system (where funds are advanced by the Buyer to Evouchers in advance of any Orders) ("**Float**") then the following provisions shall apply:

- 3.8.1. the parties shall agree the relevant details including the Float amount and the period of time that it shall be held by Evouchers;
- 3.8.2. once such details are agreed Evouchers will invoice the Buyer for such Float amount and the Buyer shall advance such funds to Evouchers;
- 3.8.3. Evouchers shall be entitled to use such Float funds to purchase any Vouchers related to any Order;
- 3.8.4. any such funds used for the Order shall be set off against any Evouchers invoice and the amount in such Float will be reduced accordingly; and
- 3.8.5. if at any point the Float has insufficient funds to settle any Order or impending Order (including any anticipated purchases) then Evouchers shall not be obliged to purchase any Vouchers for the Buyer, until the Buyer has transferred sufficient funds in place to Evoucher's satisfaction.

4. ALLOCATION AND USE OF VOUCHERS

- 4.1. Once you have placed an Order, it is your responsibility to ensure that the relevant information is provided to us and you shall formally assign such Vouchers to the appropriate recipients (or other relevant beneficiaries) ("**Recipients**") in accordance with clauses 4.2 and 4.3.
- 4.2. The expiration date on Vouchers vary depending on the type of voucher products purchased. The Buyer acknowledges and accepts that:
 - 4.2.1. from time to time the expiry dates will vary depending on the third party provider of such vouchers; and
 - 4.2.2. Evouchers reserves the right to vary the expiry dates from time to time.
- 4.3. Subject to clause 4.2, where the product you have chosen to purchase is required to be assigned to and claimed by a Recipient prior to voucher generation then there are two expiry dates that apply:
 - 4.3.1. the initial assignment by you to the Recipients shall be limited to 11 months from the date of the Order placed by you, unless otherwise agreed in writing between you and us ("**Assignment Expiry Date**"); and

- 4.3.2. the expiry date for a Recipient to claim the Voucher shall also be 11 months from the date of the Order placed by you ("**Recipient Expiry Date**"). You hereby agree to notify the Recipients of the expiry date of the link to claim and access the Voucher from time to time.
- 4.4. You agree that you shall:
- 4.4.1. provide the correct details of the Recipients to Evouchers either (i) into the Evouchers Software; or (ii) manually, and further, you take responsibility for any errors or omissions that result in any incorrect or omitted details provided to us; and
- 4.4.2. if required to do so, you shall obtain and maintain the consent of the Recipients for Evouchers to email/text or otherwise communicate with them to enable the Recipients to access and use the Vouchers.
- 4.5. You irrevocably confirm and acknowledge that:
- 4.5.1. if any Recipients are unsuccessful in claiming any Evouchers links to generate such Vouchers within any applicable deadlines (such as not claiming by the Recipient Expiry Date) then neither Evouchers, nor any other person shall be liable to pay you or such Recipient any refund for such failure;
- 4.5.2. if any Recipients are unsuccessful in redeeming any claimed Vouchers for any reason (including expiration of such Vouchers in accordance with the relevant retailer, utility provider or such other organisation providing such Voucher) then neither Evouchers, nor any other person shall be liable to pay you or such Recipient any refund for such failure; and
- 4.5.3. Evouchers shall not be liable to monitor whether any persons/Recipients have failed to claim any links Vouchers that they may be entitled to or whether Recipients have redeemed such Voucher with any third party. You acknowledge that once a Recipient has received a generated Voucher then they will have to rely on the terms and conditions of the relevant third party provider.
- 4.6. The Vouchers are at your risk once delivered to you or to the Recipient or recipient nominated by you.

5. **WONDE'S OBLIGATIONS**

- 5.1. In consideration of you agreeing to comply with the terms of this Agreement and to pay the Purchase Price, Evouchers shall provide the services to you.
- 5.2. The methodology of the delivery of the Vouchers will depend on the type of vouchers you have ordered, for example:
 - 5.2.1. Evouchers Software shall create the right for you to assign Vouchers to certain Recipients and upon your notification to do so, it shall assign these to the Recipients. Evouchers shall then create a link to enable the Recipients to download and access the Vouchers; or
 - 5.2.2. Evouchers may provide certain types of Vouchers manually (including the use of our postal method of delivery) and we shall describe such process to you prior to you placing an Order.
- 5.3. Evouchers shall provide its services with reasonable care and skill pursuant to the terms of this Agreement.
- 5.4. If the Buyer purchasing any Vouchers which are classified as 'postal' then the following shall apply:
 - 5.4.1. Evouchers and you shall agree the relevant timeframe for delivery to the Recipients;
 - 5.4.2. payment for any Order must be in advance of Evouchers purchasing and delivering such Vouchers;
 - 5.4.3. there may be certain additional fees such administrative fees applied depending on the type of Order;
 - 5.4.4. the Buyer is responsible for providing the correct contact and address details for each Recipient and Evouchers shall not be responsible for any incorrect deliveries which are due to incorrect information provided to Evouchers;
 - 5.4.5. the Buyer agrees and acknowledges that Evouchers may send vouchers by second class post and that Evouchers shall not be responsible for any risk of non delivery due to this method of delivery. To the extent the Buyer requires any postal methodology to be upgraded from second class post then

Evouchers must agree to this in writing in advance and the Buyer shall be responsible for the appropriate additional cost including any additional Evouchers cost to facilitate such upgrade; and

- 5.4.6. for the avoidance of doubt, Evouchers shall not be responsible or have any liability where there is any delay or other issue caused to its services due to any force majeure events including but not limited to any postal strikes.

6. REFUNDS

- 6.1. The remaining provisions of this clause 6 shall only apply to the person who is responsible for paying the Purchase Price.
- 6.2. You irrevocably agree that Evouchers has no obligation to refund or credit any amounts that relate to any Vouchers that have:
- 6.2.1. not been assigned by the Assignment Expiry Date;
 - 6.2.2. not been claimed by a Recipient by the Recipient Expiry Date;
or
 - 6.2.3. not been redeemed in accordance with the relevant Vouchers expiry date as referred to in clause 4.2 above.
- 6.3. Further where any Voucher has been claimed to the extent that it has been generated by a third party voucher provider then the Buyer shall not be entitled to any refund unless agreed otherwise in writing by Evouchers. Please note that in respect of retail Vouchers that no such refund is possible. Any issues with this third party voucher must be taken up with such third party.
- 6.4. You acknowledge that any refunds (if applicable) may be paid by way of deductions or set off, in accordance with the rest of this clause 6. For the avoidance of doubt, no refunds shall be payable to you under the rest of this clause 6 in the event that another person (including but not limited to a local authority or Government body) is paying the invoice relating to your Order.
- 6.5. In the special circumstances where Evouchers is able to provide any refund for Vouchers then the Buyer acknowledges and agrees that the following provisions shall apply:

- 6.5.1. the current Evouchers refund policy at such time shall apply (“**Refund Policy**”). You acknowledge and accept that Evouchers’ ability to provide refunds may be dependent on third party voucher providers then our refund policy has to be flexible to adapt to the corresponding third party and other related costs that Evouchers may suffer from time to time;
- 6.5.2. The Buyer acknowledges and accepts that the Refund Policy will include certain conditions and costs including but not limited to:
- (a) surcharges applied on any credit note or refund;
 - (b) administrative fees;
 - (c) additional fees where credit or bank cards were used for payments to Evouchers;
 - (d) any VAT (where applicable) will be added in addition to the amounts described above.
- 6.5.3. Where Evouchers shall agree to a refund for energy Vouchers, any refunds shall be subject to the following deductions:
- (a) a cancellation fee plus VAT shall apply to each Voucher purchased. A cancellation shall arise in circumstances including but not limited to where it is necessary to exchange or re-assign a previously issued Voucher;
 - (b) a surcharge will be applied on any credit note or refund paid against the total value being refunded;
 - (c) administrative fee will be applied against any collective refund;
 - (d) additional fees where credit or bank cards were used for payments to Evouchers;
 - (e) VAT will apply in addition to all sums referred to in this clause 6.5.

6.6 You agree and acknowledge that the charges referred to in this clause 6 are subject to change, for example, in the event that Evouchers is subject to further charges relating to this Agreement which are outside of Evouchers’s control. Such changes will be notified to you from time to time in the event of any increases.

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

7.1. References to liability in this clause 7 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.

7.2. **No limitation of your payment obligations.** Nothing in this clause 7 shall limit your payment obligations under this Agreement.

7.3. **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:

7.3.1. death or personal injury caused by negligence; and

7.3.2. fraud or fraudulent misrepresentation.

7.4. Subject to clause 7.3, Evouchers' 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.

7.5. Subject to clause 7.3, this clause 7.5 specifies the types of losses that are excluded:

7.5.1. loss of profits;

7.5.2. loss of sales or business;

7.5.3. loss of agreements or contracts;

7.5.4. loss of anticipated savings;

7.5.5. loss of use or corruption of software, data or information;

7.5.6. loss of or damage to goodwill; and

7.5.7. indirect or consequential loss.

7.6. Exclusion of statutory implied term. Evouchers has given commitments as to its levels of service in accordance with clause 5.3. 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.

8. DATA PROTECTION

8.1. With respect to any Personal Data that will be processed by us and in respect of our data relationship with you, we envisage that you shall at all times be a Controller. In some circumstances, we shall also act as a Controller of Personal Data provided to us by any third party such as a Recipient of the Vouchers.

- 8.2. We shall enter into a separate data processing agreement with you at the onset of our relationship which will govern how and when we may process any Personal Data to provide our services to you. You agree that you will ensure that you have legitimate grounds for the processing of the Personal Data.
- 8.3. In addition, we shall comply with our obligations under Data Protection Laws when acting as a Controller and shall ensure any Processing of any Personal Data is fair and lawful, as set out in our Privacy Notice.
- 8.4. Each party shall:
- 8.4.1. provide reasonable assistance and co-operation to the other in respect of the transfer of Personal Data, for the purposes of ensuring that the transfer of Personal Data is lawful; and
 - 8.4.2. ensure that persons who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential.
- 8.5. Each party agrees to negotiate, in good faith, any further documents or processes requested by one party for the purpose of one or both parties ensuring compliance with Data Protection Laws in respect of the Personal Data transferred between them.
- 8.6. In this clause 8, the following definitions apply:
- 8.6.1. "Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

8.6.2. the terms “Controller”, “Data Subject”, “Processor”, “Personal Data”, “Personal Data Breach”, “Processing” and “Appropriate Technical and Organisational Measures” have the meanings given in the Data Protection Laws.

9. **EVENTS OUTSIDE OUR CONTROL**

- 9.1. 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**”).
- 9.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:
- 9.2.1. we will contact you as soon as reasonably possible to notify you; and
 - 9.2.2. 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.
- 9.3. For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary):
- 9.3.1. 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;
 - 9.3.2. any information, bookings (including but not limited to specific information around dietary requirements), events, communications or documents (“**Content**”) that have been inserted, uploaded or otherwise set out on our Evouchers Software where such Content originated from a third party.

10. **GENERAL**

- 10.1. *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.

- 10.2. *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 support@evouchers.com or such other contact details that we may provide you from time to time.
- 10.3. *Assignment and transfer.* Evouchers 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.
- 10.4. *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 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.
- 10.5. *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.
- 10.6. *Third party rights.* This Agreement is between you and us. No other person has any rights to enforce any of its terms.
- 10.7. *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.