

Terms and Conditions – ‘buy now’ visitavouchers

1. definitions

the following terms when used in these visitavouchers terms of service or any document referred to herein shall have the following meaning:

“agreement” means these visitavouchers terms of service.

“voucher” means a voucher issued by visitavouchers to you on behalf of a merchant which entitles you to purchase the merchant’s products and/or services at a discounted rate.

"visitavouchers" is a trading name of Visit Heart of England (UK) Limited, a company registered in England and Wales .

“visitavouchers website” means any of the websites operated by visitavouchers for the provision of the service, including, but not limited to www.visitavouchers.co.uk.

“merchant” means a merchant offering to sell goods and/or services at a discounted rate via the service.

“order” your offer to purchase a voucher via the service.

“service” means visitavouchers, the online discount voucher service operated by “visitavouchers” via visitavouchers websites, consisting of information and advertising services, content and transaction capabilities provided by visitavouchers, affiliates of visitavouchers and other third parties. where applicable in this agreement any reference to usage, receipt or provision of the services shall be deemed to include any access to and/or usage of the visitavouchers websites for a full list of visitavouchers contact visitavouchers at visitavouchers, (trading address), Visit Heart of England (UK) Limited, St Marys Street, Worcester WR1 1HB. Tel: 01905 887690.

“web” means the public internet.

“you” means you, the end user of the service.

2. general

this agreement sets out the terms and conditions that apply to the provision of the service by visitavouchers and to any order placed on the visitavouchers website in connection with the service and by using the service you agree to comply fully with it. you may only use this service if you are 18 years of age or older. if you do not agree to this agreement, or if you are under the age of 18, you

should immediately refrain from using the service.

3. service availability

you acknowledge that interruptions in the service and/or other events may occur that are beyond the control of visitavouchers, and that visitavouchers shall not be responsible for any data lost while transmitting information on the web or otherwise. while visitavouchers aims to make the service accessible at all times it may be unavailable from time to time for any reason including, without limitation, routine maintenance. you understand and acknowledge that due to circumstances both within and outside of the control of visitavouchers, access to the service may be interrupted,

suspended or terminated from time to time. 4. equipment, account management and security you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the service and you will be solely responsible for all charges related thereto. visitavouchers shall not be liable for any damage to your equipment resulting from your use of the service.

5. intellectual property

all content located on or in the visitavouchers website is the exclusive property of visitavouchers or is used with the express permission of the copyright and/or trademark owner. any copying, distributing, transmitting, posting, linking, deep linking, or otherwise modifying of the visitavouchers website without the express written permission of visitavouchers is strictly prohibited. any violation of this policy may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and / or criminal penalties.

the visitavouchers website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and other content of visitavouchers protected by copyright. visitavouchers owns a copyright in the selection, coordination, arrangement and enhancement of all such content, as well as in the content original to it. you may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. you may download / print / save copyrighted material for your personal use only. except as otherwise expressly stated

under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of visitavouchers and the copyright owner is permitted. if copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. you acknowledge that you do not acquire any ownership rights by downloading copyrighted material. trademarks that are located within or on the visitavouchers website shall not be deemed to be in the public domain but rather the exclusive property of visitavouchers, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of visitavouchers, unless otherwise stated.

the foregoing provisions of section 5 apply equally to and are for the benefit of visitavouchers, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

“visitavouchers” is a trademark of Visit Heart of England (UK) Limited. all rights in respect of this trademark are hereby expressly reserved. unless otherwise indicated, all other trademarks appearing on the visitavouchers website are the property of their respective owners.

6. no warranties

you expressly agree that use of the service is at your sole risk. neither visitavouchers, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that use of the service will be uninterrupted or error free; nor do they make any warranty as to (i) the results that may be obtained from use of the service, or (ii) the accuracy, reliability or content of any information, service or merchandise provided through the service.

the service is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

7. liability

this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus,

communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. you specifically acknowledge that visitavouchers is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.

in no event shall visitavouchers, or any person or entity involved in providing the service, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the service. you hereby acknowledge that the provisions of this section shall, without limitation, apply to all content on the visitavouchers website.

in addition to the terms set forth above, neither visitavouchers, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information provided in connection with the service, or for any delay or interruption in the transmission thereof to you, or for any claims or losses arising therefrom or occasioned thereby. none of the foregoing parties shall be liable for any third-party claims or losses of any nature, including without limitation lost profits, punitive or consequential damages.

8. indemnity

you agree to defend, indemnify and hold harmless visitavouchers, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including fees, arising out of your use of the service.

9. changes

visitavouchers shall have the right at any time to change or discontinue any aspect or feature of the service including, but not limited to, merchant deals, content, hours of availability and equipment needed for access or use. further, visitavouchers may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

visitavouchers reserves the right at all times to discontinue or modify this agreement as we deem necessary or desirable without prior notification to you. such changes may include, among other things, the adding of certain fees or charges. we suggest to you, therefore, that you re-read this agreement from time to time in order that you stay informed as to any such changes. if we make changes to this agreement and you continue to use the service, you will be deemed to have agreed to any such changes. any deletions or modifications to this agreement shall be effective immediately upon visitavouchers posting them on the visitavouchers website. any use by you of the service after such notice shall be deemed to constitute acceptance by you of such modifications.

10. monitoring.

visitavouchers shall have the right, but not the obligation, to monitor the content of the visitavouchers website at all times, that may hereinafter be included as part of the service, to determine compliance with this agreement and any operating rules established by visitavouchers, as well as to satisfy any applicable law, regulation or authorised government request. without limiting the foregoing, visitavouchers shall have the right to remove any material that visitavouchers, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

11. termination

visitavouchers may terminate this agreement and/or the provision of the service at any time.

Without limiting the foregoing, visitavouchers shall have the right to immediately terminate any of your passwords or accounts in the event of any conduct by you which visitavouchers, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this agreement.

12. third party content

visitavouchers, similar to any web service provider, is a distributor (and not a publisher) of content supplied by third parties and end users. any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other end users are those of the respective author(s) or distributors) and not of visitavouchers. neither visitavouchers nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

in many instances, the content available through the service represents the opinions and judgments of the respective information provider, end user, or other user not under contract with visitavouchers.

visitavouchers neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on visitavouchers by anyone other than authorized visitavouchers employee spokespersons while acting in official capacities. under no circumstances will visitavouchers be liable for any loss or damage caused by your reliance on information obtained through visitavouchers. it is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through visitavouchers.

the visitavouchers website may contain links to third party web sites maintained by other content providers. these links are provided solely as a convenience to you and not as an endorsement by visitavouchers of the contents on such third-party sites and visitavouchers hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk.

13. miscellaneous.

this agreement, along with the terms and conditions set forth on the voucher and the terms and conditions set forth on the face of the offer, constitute the entire agreement of the parties with respect to the subject matter hereof. no waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. the section headings used herein are for convenience only and shall be of no legal force or effect. if any provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this agreement and the remaining portions of this agreement shall continue in full force and effect. the failure of either party to exercise any of its rights under this agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

this agreement shall be governed by english law and subject to the exclusive jurisdiction of the

courts of england and wales.

14. applicability

by placing an order, you make an offer to us to purchase the vouchers you have selected on the terms and conditions stated in clause 19 below. for more information, please view our privacy policy.

15. voucher redemption

the voucher you purchase via the service is redeemable for the goods and/or services of a specific merchant. you acknowledge and accept that the merchant, not visitavouchers, is the seller of the goods and services and is solely responsible for redeeming any voucher you purchase. you agree that the service begins as soon as you purchase a voucher and that you will therefore not have the right to cancel the service under distance selling legislation following such time.

your usage of vouchers purchased by you via the service shall be subject to the following additional terms and conditions:

(i) terms and conditions for all merchant vouchers

all vouchers printed from the visitavouchers website, any website associated or any e-mail with visitavouchers are promotional vouchers that are offered to you below their face value and are subject to the terms and conditions of visitavouchers and the participating merchant or restaurant.

this agreement incorporates by reference the legal terms and conditions set forth on the face of each voucher and also the legal terms and conditions set forth on the face of the offer. in the event of any conflict between the terms and conditions expressly set forth in this agreement and any terms and conditions set forth on either the face of the offer or on the voucher itself, the express terms and conditions of this agreement shall prevail.

the holder and issuer of a merchant voucher is the merchant. as a holder and issuer of the voucher, the restaurant or merchant is fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect you, whether caused in whole by the merchant, as well as for any unclaimed property liability arising from unredeemed vouchers. merchant vouchers are redeemable in their entirety only and may not be redeemed

incrementally.

the issuing of credit is at the sole discretion of the merchant unless otherwise required by law.

neither the visitavouchers nor the merchant is responsible for lost or stolen vouchers or a voucher's reference number.

reproduction, sale or trade of a voucher is prohibited unless done so in compliance with the law.

any attempted redemption not consistent with these terms and conditions will render the voucher null and void.

void to the extent prohibited by law.

the voucher offer (including, but not limited to, any discounts) expires on the date specified on the voucher, except that the merchant may continue to redeem the unused cash amount you paid for the voucher (which is usually less than the original face value of the voucher) to the extent required by applicable law.

if you redeem the voucher for less than its face value, you will not be entitled to a credit, cash or a new voucher equal to the difference between the face value and the amount you redeemed, unless otherwise required by law. you will only be entitled to a continuing redemption value as noted above if the amount that you paid for the voucher exceeds the amount you redeemed.

the merchant is responsible for allowing you to redeem your voucher for the cash value based on the money you actually paid for your voucher.

vouchers cannot be combined with any other gift certificates, third party certificates, vouchers, or promotions, unless otherwise specified by merchant.

16. voucher delivery

visitavouchers will deliver the vouchers purchased in one of combination of the following methods:
email the voucher to the customer email address provided at the time of the purchase of the voucher on visitavouchers website.

all vouchers will have a unique identification number

17. product and price description the discount is off of the retail value, both of which are determined by the merchant.

visitavouchers may further discount the customer, upon agreement with the merchant.

in some instances, merchants may specify the maximum number of deals they want to promote. in such cases, visitavouchers website will specify the maximum number, through copy write-ups.

18. refunds

all refund requests should be assessed for appropriateness, validity and relevance in order to ensure that it is from a legitimate customer that has successfully paid for the voucher in question. call 01905 887690 for refunds or email tourism@visitheartofengland.com.

refund requests must be made by a legitimate customer who has successfully paid for the voucher, all requests should be reviewed to ensure funds have been captured for the respective customer.

refund value should be 100% of the funds captured, and should not exceed the amount captured by visitavouchers. in instances where the customer has requested partial refund, only the specified refund value should be processed.

visitavouchers will assess the customer request and if deemed appropriate will process customer refund requests under the following circumstances.

the customer had not received their voucher link because of an error in the media-mail or the cms systems; and customer will not be able to use the voucher for the intended purpose due to delayed delivery.

the customer has duplicated a payment, where they only purchased or intended to purchase a certain number of visitavouchers voucher(s), however submitted duplicate payment requests, and the visitavouchers has collected both payments.

customer has decided to not execute the voucher, and would like a refund within 14 days of the purchase of the voucher, and the voucher expiration date has not been occurred.

19. customer support

if you wish to contact us on matters related to this policy, or any other matter related to the service (including customer service inquiries), you can reach us using the contact details at:

visitavouchers - Visit Heart of England (UK) Limited

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St Marys Street

Worcester

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company registration 7582967