

## TERMS OF USE OF GIFT VOUCHERS AND E-GIFT VOUCHERS

Please read these Gift Voucher Terms carefully before purchase to ensure that you understand how our Gift Vouchers work and that you are familiar with any restrictions, which may apply to their use.

### 1. GENERAL

1.1 These terms and conditions ("**Gift Voucher Terms**") are the legal terms and conditions, which apply to the purchase and use of physical and digital Ludlow Distillery gift vouchers ("**Gift Vouchers**").

1.2 These Gift Voucher Terms apply to pounds sterling Gift Vouchers purchased online through Ludlow Distillery website, [www.ludlowdistillery.co.uk](http://www.ludlowdistillery.co.uk) ("our Website") as well as Gift Vouchers purchased at Ludlow Distillery ("our Premises").

1.3 References in these Gift Voucher Terms to "we", "us" and "our" shall mean Shropshire Hills Distillery Limited trading as Ludlow Distillery (Company Number 11398014) and having our registered office and principal place of business at Ludlow Distillery, Bromfield Road, Bromfield, SY82JR

### 2. USE & VALIDITY OF YOUR GIFT VOUCHERS

2.1 Gift Vouchers may be used to book Distillery Tours through our Website and to make purchases in our retail shop online or on our Premises. Any tours booked online will also be subject to our booking conditions which can be found at <https://ludlowdistillery.co.uk/product/distillery-tours/> Gift Vouchers may be used to pay for the whole or any part of an in-Premises purchase or tour booking or online booking. Any balance which remains due may be paid using any other payment method including debit/credit card payment.

2.2 The expiry date will be clearly marked on your Gift Voucher. Gift Vouchers cannot be used after the expiry date and any remaining balance will be removed and the voucher will become invalid and no longer available for use. We have no obligation to remind or inform you of a Gift Voucher's expiry and it is your sole responsibility to ensure that any balance is used in full prior to expiry. **However, it should be noted that if you have already used your Gift Voucher to book on a tour and have been unable to visit the Premises to participate in that tour because the Premises has been temporarily closed because of Coronavirus or related government restrictions then we will extend the expiry date of your Gift Voucher to compensate for your inability to use the same during that period of closure and will notify you of the new expiry date for your Gift Voucher.**

2.3 Gift Vouchers may not be exchanged for cash and may not be used to purchase another Gift Voucher. No change will be given when payment is made using a Gift Voucher and any unused balance will remain on the Gift Voucher for use in relation to future purchases or a new Gift Voucher issued in respect of that unused balance.

2.4 A Gift Voucher expires automatically once its balance has been exhausted and cannot be topped up with additional funds.

2.5 To use a digital Gift Voucher in our Premises, print a copy of the digital Gift Voucher and present it when making your purchase. To pay online using a physical Gift Voucher, type the unique Voucher Reference code on the Gift Voucher into the relevant box on the checkout page of our Booking Form on our Website.

2.6 Only one Gift Voucher may be used per online booking. In our Premises, there is no limit on the number of Gift Vouchers that may be used in one transaction. To transfer the balances from multiple Gift Vouchers onto a single Gift Voucher, please contact our Customer Service team at [hello@ludlowgin.co.uk](mailto:hello@ludlowgin.co.uk) or by telephone on 07592580567

2.7 We reserve the right to refuse to accept a Gift Voucher as payment if there is reasonable evidence of tampering or fraud.

### **3. ONLINE PURCHASE & DELIVERY OF GIFT VOUCHERS**

3.1 Gift Vouchers purchased online through our Website must be paid for using a credit or debit card. Payment for your Gift Vouchers and all applicable delivery charges is in advance.

3.2 After you place an online order for a Gift Voucher, you will receive an email acknowledging that we have received your order. This does not mean that we have accepted your order. If we accept your order, we will confirm our acceptance by sending you a dispatch confirmation email confirming that your Gift Voucher has been dispatched. Our contract with you will come into effect at that point. You will own the Gift Voucher once payment for the Gift Vouchers has been received in full, including all applicable delivery charges.

3.3 Gift vouchers ordered through our Website will be issued as a digital Gift Voucher, it shall be sent to the recipient's email address specified by you when you placed your order at or around the same time as our dispatch confirmation email is sent to you.

3.4 You are solely responsible for the accuracy of the information provided by you when you place your order and we have no liability to you or to the intended recipient in the event that your order is delivered to the incorrect address unless the error arises directly from our negligence or our breach of these Gift Voucher Terms.

3.5 Delivery charges for physical Gift Vouchers are as notified to you during the checkout process for all UK postal deliveries, before you confirm your order. Should the delivery address be out with the UK please contact us at [office@ludlowgin.co.uk](mailto:office@ludlowgin.co.uk) or by telephone on 07592580567 to be provided with a cost for international delivery. There is no delivery charge for digital Gift Vouchers.

3.6 The risk of loss and title for Gift Vouchers pass to the purchaser or designated recipient upon our electronic transmission of the Gift Voucher to the purchaser or designated recipient, or our delivery to the carrier, whichever is applicable. We are not responsible if any Gift

Voucher is lost, stolen, destroyed or used without your permission and you or the designated recipient are solely responsible for the safe keeping and security of the gift voucher following delivery. Should your Gift Voucher become damaged, we will be able to replace the Gift Voucher providing you or the designated recipient still have it in your possession and the necessary details can be obtained.

#### **4. CANCELLATION & RETURNS**

4.1 Gift Vouchers purchased on our Premises cannot be returned or refunded, except in accordance with your statutory rights, for example in the event they are not of satisfactory quality.

4.2 If you are contracting with us as a consumer online you have the right to cancel all or part of your order for either a physical Gift Voucher or a Digital Gift Voucher under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 at any time up to 14 calendar days after the day on which you placed your order and the order was confirmed, provided none of the balance on the Gift Voucher has been spent. For the avoidance of doubt the right of cancellation does not apply to any in Premises purchase of Gift Vouchers or any tour bookings made with that card which will be subject to the booking terms referred to in Clause 2.1 above.

4.3 If you wish to cancel your Gift Voucher in exercise of your rights under Clause 4.2 above, you should fill in the cancellation form, which we will send to you upon a cancellation request received to us by email to [office@ludlowgin.co.uk](mailto:office@ludlowgin.co.uk) or by telephone on 07592580567. Upon receipt of the cancellation form we will email you confirmation of its receipt. You can also cancel by post to Ludlow Distillery, Bromfield Road, Bromfield, SY8 2JR. If emailing or writing, then your cancellation is effective from the date you send the email or post the letter to us. If emailing or writing, please provide us with your voucher reference code or your purchase confirmation email to enable us to identify the purchase being cancelled.

4.4 If you decide to cancel the purchase in accordance with Clauses 4.2 and 4.3 above we will refund you the price you paid for the Gift Voucher without undue delay and in any event no later than 14 days after our receipt of a properly served cancellation form, email or written notice from you. Refunds will be made to you on the credit or debit card used by you to pay for the Gift Voucher.

4.5 If you use a Gift Voucher or digital Gift Voucher to purchase goods or services in our Premises and you subsequently return the goods, any refund due to you will be made in the form of a physical Gift Voucher. Where you use a Gift Voucher or a digital Gift Voucher and another payment method in the same transaction, any refund due to you will be apportioned between a new Gift Voucher and the other method of payment you used until the initial payment amount is reached.

#### **5. DATA PROTECTION**

Personal data relating to your purchase or use of a gift voucher will be used in accordance with current applicable data protection and privacy legislation and our privacy statement which can be found at: <https://ludlowdistillery.co.uk/privacy-policy>

## **6. VARIATION**

6.1 These Gift Voucher Terms may be amended from time to time without notice to you. It is your responsibility to check these Gift Voucher Terms from time to time to ensure you are aware of any changes which may have been made. In the event of changes, the "Last Updated" date at the bottom of these Gift Voucher Terms will be updated accordingly.

6.2 We reserve the right at any time to cancel any Gift Voucher and/or suspend or permanently discontinue the Gift Voucher programme altogether if, in our sole discretion, such action is necessary. Such action may be necessary, for example, to make changes to the Gift Voucher programme, to comply with applicable law or regulation or as a result of circumstances beyond our reasonable control.

## **7. GOVERNING LAW**

These Gift Voucher Terms shall be governed by and construed in accordance with the laws of England, without resort to its conflict of law provisions. Any dispute or claim arising out of or in connection with these Gift Voucher Terms (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the English courts.

## **8. CONTACT US**

If you would like to speak to us about a Gift Voucher you have purchased or received, please contact our Customer Services Team by telephone on 07592580567 or by emailing [office@ludlowgin.co.uk](mailto:office@ludlowgin.co.uk) .

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