

Horticultural Trades Association (HTA)
National Garden Gift Voucher eVoucher Holder Agreement (T&Cs) (June 2021)

The eVoucher is issued and managed by ePay Limited ('Distributor') for The Horticultural Trades Association (HTA), Company Number 00169606 ('we/us/our'). In these conditions 'you' are the eVoucher purchaser or user.

1. By using the eVoucher, you agree to be bound by these T&Cs. If you purchased the eVoucher for someone else, then you must advise the ultimate eVoucher holder that these T&Cs are available online at <https://nationalgardengiftvoucher.co.uk/terms-conditions>. The eVoucher remains our property. You should retain the original receipt or record of purchase of the eVoucher and the eVoucher number and customer service reference number, as they may be required to provide you with customer services or to assist with respect to errors or if your eVoucher is lost or stolen.
2. The eVoucher is a prepaid gift that is activated once purchased. It can only be used for purchasing goods and services in participating HTA member retailers ('Merchants') with which we have commercial agreements requiring acceptance of the eVoucher; these centres are listed at <https://nationalgardengiftvoucher.co.uk/store-locator>. This list of Merchants is subject to change. The eVoucher cannot be used for online purchases.
3. The minimum balance that may be loaded to your eVoucher is £5 and the maximum balance is £500. There are no fees associated with using the eVoucher unless you are permitted to receive a replacement eVoucher and in such case the replacement eVoucher fee will be advised at the time you request it.
4. The eVoucher cannot be used to make purchases that exceed the available balance, except in such circumstance where the Merchant agrees for you to pay the difference by another method.
5. This eVoucher is not reloadable and is valid for thirty (30) months from the date of activation and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.
6. The eVoucher cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments or for purchasing foreign currency. Authorisations may be declined at some Merchants. We are not liable in any way when an authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.
7. The eVoucher is like cash and may not be replaced if misused, lost, stolen or damaged and no financial compensation scheme exists with respect to the eVoucher. You are responsible for all transactions on the eVoucher, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the eVoucher or if you lose your eVoucher then you should notify eVoucher Support immediately on 01235 776179.
8. If you have a problem with a purchase made with the eVoucher, or a dispute with a Merchant, you must deal directly with the Merchant involved.
9. We may restrict or stop the use of the eVoucher if suspicious activities are noticed or we do not receive funds from you in the full amount of the activated balance of the eVoucher.

10. Any refunds on eVoucher transactions are subject to the policy of the specific Merchant. If the eVoucher expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the eVoucher) then you will have no access to those funds.
11. You are responsible for knowing your available balance. You can view your balance at <https://nationalgardengiftvoucher.co.uk/check-my-balance> (free of charge) or obtain the balance by calling the customer support line on 01235 776179. We reserve the right to correct the available balance of your eVoucher if we believe a clerical or accounting error has occurred.
12. Information (which may include your personal information, if you have provided it to us or the Distributor) may be disclosed to third parties about the eVoucher, or transactions made with the eVoucher, where required by law, to operate the eVoucher and process transactions.
13. We reserve the right to change these T&Cs at any time. Any changes to the T&Cs can be viewed at <https://nationalgardengiftvoucher.co.uk/terms-conditions>.
14. The eVoucher program may be terminated at any time without notice. If your eVoucher cannot be used after termination, you will be entitled to surrender and redeem your Gift eVoucher to the amount of the available balance at time of redemption.
15. We and the Distributor will have no liability for unauthorised access to, or use of, your eVoucher or for any delay or inability to use the eVoucher if we have suspended the use of the eVoucher in accordance with these T&Cs. We and the Distributor make no warranty or representation, whether express or implied, with respect to the eVoucher, purchases made with the eVoucher including but not limited to any warranty regarding quality or fitness for a particular purpose, or whether the eVoucher will always be accessible or accepted. Nothing in this agreement limits our or the Distributor's liability where it cannot be limited or excluded at law.
16. We are incorporated in England and Wales with company number 00169606 with our registered office and correspondence address at Horticulture House, Chilton, Oxfordshire, OX11 0RN.

The laws of England will apply to these T&CS and the English courts shall have exclusive jurisdiction.