

Horticultural Trades Association (HTA)

National Garden Voucher Cardholder and eVoucher Agreement (T&Cs) (Version Date 1st January 2022)

This Card (Card/eVoucher) is issued and managed by ePay Limited ('we/us/our') for The Horticultural Trades Association (HTA), Company Number 03695345 ('Distributor'). We are a leading provider of gift card solutions. In these conditions 'you' are the Card purchaser or user.

1. By using the Card, you agree to be bound by these T&Cs. If you purchased the card for someone else then you must advise the ultimate cardholder that these T&Cs are available online at <https://nationalgardengiftvoucher.co.uk/>. The Card remains our property. You should retain the original receipt or record of purchase of the Card and the Card number as it may be required to provide you with customer services or to assist with respect to errors or if your Card is lost or stolen.

2. The Card is a prepaid gift card that is activated once purchased. It can only be used for purchasing goods and services in participating HTA member garden centres with which we have commercial agreements requiring acceptance of the Card, these centres are listed at <https://nationalgardengiftvoucher.co.uk/> ('Merchant'), this list of Merchants is subject to change. The card cannot be used at ATMs or for online purchases or over the counter at financial institutions and does not allow cash out. The Card is not a credit card and is not linked to a deposit account.

3. The minimum balance that may be loaded to your Card is £5 and the maximum balance is £500, unless the Card has a fixed balance as denoted on the card face or packaging. There are no fees associated with using the Card unless you are permitted to receive a replacement Card and in such case the replacement Card fee will be advised at the time you request it.

4. The Card cannot be used to make purchases that exceed the available balance, in such case you need to pay the difference by another method if the Merchant agrees.

5. This Card 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 Card 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 Card is like cash and may not be replaced if misused, lost, stolen or damaged and no financial compensation scheme exists with respect to the Card. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card or you lose your Card then you should notify Gift Card Support immediately on 01235 776179.

8. If you have a problem with a purchase made with the Card, or a dispute with a Merchant, you must deal directly with the Merchant involved.

9. We may restrict or stop the use of the Card if suspicious activities are noticed or we do not receive funds from you in the full amount of the activated balance of the Card.

10. Any refunds on Card transactions are subject to the policy of the specific Merchant. If the Card 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 Card) 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/> (free of charge) or obtain the balance by calling Gift Card Support on 01235 776179. We reserve the right to correct the available balance of your Card 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 Card, or transactions made with the Card, where required by law, to operate the Card 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/>.

14. The Distributor's gift card program may be terminated. If your Card cannot be used after termination, you will be entitled to surrender and redeem your Gift Card 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 Card or for any delay or inability to use the Card or if we have suspended the use of the Card in accordance with these T&Cs. We and the Distributor make no warranty or representation, whether express or implied with respect to the Card, purchases made with the Card including but not limited to any warranty regarding quality or fitness for a particular purpose, or whether the Card 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 03695345 with our registered office and correspondence address at Kingfisher House, 2 Woodbrook Crescent, Billericay, CM12 0EQ.

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