

Adventures Terms & Conditions - Gift Vouchers

1. **These terms**
 - a. **What these terms cover.** These are the terms and conditions on which we supply gift vouchers (referred to in these terms as '**Vouchers**') to you. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Vouchers to you, how you and we may change or end the contact, what to do if there is a problem and other important information. If you have any queries about these terms, please contact us to discuss.
2. **Information about us**
 - a. **Who we are.** We are Nottinghamshire County Council. Our address is County Hall West Bridgford, Nottingham, NG2 7QP) referred to in these terms as '**we**', '**us**', '**our**' or the '**Council**').
 - b. **How to contact us.** You may contact us by telephoning us on 0115 8042663, by emailing us at adventures@nottscc.gov.uk or by writing to us at County Hall, West Bridgford, Nottingham, NG2 7QP.
3. **Our contract with you**
 - a. **How we will accept your order.** If you are purchasing online, once you make the purchase for a Voucher, we will email you (using the email address you provided during the order process) to confirm or accept your order for a Voucher. The contract between you and us will only come into force when (and if) we email you to confirm acceptance of your order for a Voucher. If we are unable to accept your order for any reason, we will inform you by email and in such circumstances, no contract between you and us shall come into existence. If you are purchasing instore, the contract between you and us will only come into force when we take payment from you for the Voucher.
4. **Voucher conditions**
 - a. **Availability of Vouchers.** The available Vouchers are described on our website as updated from time to time. We may change the range of available Vouchers at any time, without prior notification.
 - b. **Lost, stolen or damaged Vouchers.** Vouchers which are damaged, defaced, altered or cancelled will not be accepted for use and we will have no obligation to issue you with a replacement Voucher in such circumstances. Vouchers cannot be replaced if lost, stolen or destroyed.
 - c. **Exchanging Vouchers.** Vouchers cannot be refunded or exchanged for cash or other denominated vouchers.
 - d. **Expiry of Vouchers.** Vouchers are valid for 12 months from the date of issue. The expiry date will be stated on the Voucher and cannot be used after that date. If you do not redeem your Voucher within the 12-month period, you will forfeit the monetary value of the Voucher and we will not issue you with an extended Voucher or a replacement Voucher.

- e. **Resale of Vouchers are not permitted.** Vouchers cannot be sold to any third parties without our prior written consent. If we do give consent, then such consent may be subject to any conditions which we impose. In any event you may not sell the Vouchers through the internet (or other channels) without our express written consent, which you must obtain before making any such sale. We reserve the right to refuse to permit any sale of Vouchers by you to a third party and/or to allow the redemption of a Voucher that we know has been resold.
 - f. **Photocopies.** No photocopies of the original voucher will be accepted.
 - g. **Redeeming a Voucher.** To redeem your Voucher, please complete the redemption process online, available at <https://bookingsadventures.nottinghamshire.gov.uk/booking/redeemmultiplevouchersNew> or by visiting us at Adventures, Mill Waters, Sutton in Ashfield, Nottinghamshire, NG17 4PA. When redeeming online, you will need to insert your Voucher number to continue with the redemption against a booking. Please note, advance bookings are necessary and are subject to availability. Depending on the value of your Voucher, a Voucher can be redeemed against multiple bookings or used as part payment towards a booking.
5. **Cancellation**
- a. **Return of Vouchers.** When purchasing a Voucher online, you have a legal right to change your mind within 14 days of receiving the Voucher. This right may only be exercised if you have not already redeemed some or all of the Voucher within the 14-day period. If you redeem your Voucher within this period (or authorise someone else to redeem it on your behalf), you will lose your right to cancel the Voucher under this clause 5.1. Please note, you do not have the legal right to change your mind, when purchasing a Voucher in store, and we will not issue refunds for any Vouchers that you purchase in store, and no longer require.
 - b. **How to request a return.** Where you have the right to cancel a Voucher under clause 5.1 above, you must contact us to request a refund for the Voucher within the 14-day period. Please telephone us on 0115 8042663 or email us at adventures@nottsc.gov.uk to request a refund.
 - c. **When will refunds be issued.** Your refund for a cancelled Voucher will be issued within 14 days of us processing the cancellation.
6. **Delivery**
- a. **Delivery.** For online orders, Vouchers will be delivered to you by email once we have accepted your order for a Voucher. For purchases made onsite, Vouchers will be issued to you in hardcopy at the time of purchase, or emailed to the address you provide when making your purchase.
 - b. **We are not responsible for delays outside our control.** If our supply of the Vouchers is delayed by an event outside of our control, including where you have provided incorrect delivery instructions, then we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Vouchers you have paid for but not received.

- c. **Check your Voucher.** You should check your Voucher promptly on receipt to ensure the amount specified is correct. If the Voucher is incorrect, you must contact us to notify that the Voucher is incorrect, and we will issue you with a replacement Voucher.
- d. **Non-delivery.** If you do not receive your Voucher by e-mail within 48 hours of you placing an order (and we have not otherwise contacted you to reject your order) please let us know by contacting us on 0115 8042663 or adventures@nottsc.gov.uk.
- e. **When you become responsible for the Voucher.** The Voucher becomes your responsibility from the time we deliver the Voucher to you.
- f. **When you own the Voucher.** You own the Voucher once we have received payment in full for it.

7. Price and Payment

- a. **Where to find the price of the Vouchers.** The price of the Vouchers shall be the total value you select when you place your order with us online.
- b. **When you must pay and how to pay.** We accept payment with all major credit and debit cards and alternative payment methods listed on our website. We do not accept payment via Amex. You must pay for the Voucher(s) before we issue them.
- c. **Promotional or discount codes.** Any promotional and/or discount codes that we offer from time to time cannot be applied against the purchase of Vouchers, unless stated otherwise on our website.

8. Limitation of Liability

- a. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process
- b. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Vouchers.
- c. **We are not liable for business losses.** We only supply the Vouchers for domestic and private use. You must not re-sell the Vouchers for any reason. If you use the Vouchers for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

9. **Data Protection**

- a. **How we may use your personal information.** We will only use your personal information as set out in our privacy policy available at <https://www.nottinghamshire.gov.uk/global-content/privacy>. If you have any questions regarding the use of your personal information by the Council, please contact us using the details set out in the privacy policy.

10. **General**

- a. **We may transfer our contract with you to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.
- b. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or obligations under these terms to another person if we agree to this in writing.
- c. **Nobody else has any rights under our contract with you.** The contract is between you and us. No other person shall have any rights to enforce any of its terms.
- d. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If a court decides any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- e. **Which laws apply to the contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Vouchers in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Vouchers in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Vouchers in either the Northern Irish or the English courts.