



## Recipient Terms and Conditions

These are the terms and conditions on which you will participate in our Evouchers Platform (referred to as the “Platform”) or in the use of our vouchers (whether physically or electronically issued). These terms set out the terms of use of the Platform, our App, and the vouchers that we (or any other person on our behalf) will issue to you.

1. Information about us and how to contact us
  - 1.1 **Who we are.** We are Wonde Limited a company registered in England and Wales. Our company registration number is 08645640 and our registered office is at Furlong House, 2 Kings Court, Newmarket, Suffolk, England, CB8 7SG.
  - 1.2 **How to contact us.** You can contact us by emailing us at [support@evouchers.com](mailto:support@evouchers.com) or writing to us at our address above.
  - 1.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
2. Using our Platform and Software
  - 2.1. **Terms of use.** By participating in our Platform or using our vouchers from time to time, you agree that these terms and conditions apply when using our Platform, our vouchers and/or our App (defined below).
  - 2.2. **Our Platform:** Our Platform allows you to apply for vouchers for use with participating retailers, using funds credited to you by Hounslow Council. Our Platform is provided to you free of charge, and we may close our Platform at any time without your consent.
  - 2.3. **Software:** We will provide either a web-based application, and/or an application for your device (our “App”), on which you can access your account and apply for vouchers.
3. **Our Vouchers**
  - 3.1. **Applying for vouchers:**
    - (a) You can either use the printed letter with unique voucher code, or apply for vouchers to use with selected merchants by using our App, up to the value of the credit in your account on our App.
    - (b) The value of vouchers you can apply for, and the credit balance on your account, is £20 per household and decided by Hounslow Council and is not decided by Wonde. We are not responsible for any error in the value of vouchers you may

apply for or your credit balance, where we have complied with the instructions of Hounslow Council.

- 3.2. **Receiving vouchers:** In some circumstances, we, or another person on our behalf (including any benefits providers), will issue our vouchers to you (either physically or electronically).
- 3.3. **Voucher expiry:** The expiry date for the voucher is 7<sup>th</sup> December 2021. **Vouchers must be used by their expiry date, and cannot be used after this date.** You are not entitled to any refund of the value of unused vouchers.
- 3.4. **Vouchers cannot be transferred:** Only someone from the household the voucher is registered against can use the vouchers issued to for that address. You must not transfer the voucher to any other person. If you do, the voucher will be invalidated, and you will not be entitled to any refund.
- 3.5. **We may cancel vouchers:** we may cancel any vouchers which have been issued and are unused (including cancelling the balance of partly used vouchers) at any time.

#### 4. Using the Vouchers

- 4.1. **Using a voucher:** To use a voucher, you must present a valid and current voucher to a participating merchant, prior to its expiry date. You may be asked to present ID when using the voucher, and if you do not do so, the merchant may refuse to accept your voucher.

#### 4.2. Retailers:

We are not responsible for the actions of retailers, who are independent third parties. As a result:

- (a) We are not responsible for any loss, costs, expenses or damage you suffer because a retailer does not accept a valid in-date voucher.
  - (b) We are not responsible for the goods or services provided to you by the retailer. If you are unhappy with the goods or services provided to you in return for a voucher, you should return the goods in accordance with any returns policy of the retailer and/or follow the complaints process for the retailer.
- © The vouchers will not be valid for over-the-counter purchases of alcohol, cigarettes, vape related products or used to place bets including the

purchasing of National Lottery and similar products.

## 5. **Use of our App**

### 5.1. **Using our App:**

- (a) We give you a non-exclusive, non-transferable right to use our App for the purposes of participating in our Platform, and applying for vouchers.
- (b) Only you are permitted to access our App using your account details.

### 5.2. **Availability:**

- (a) Our App is made available free of charge. We do not guarantee that our App, or any part of it, will always be available or be uninterrupted.
- (b) We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- (c) You are responsible for ensuring that the App operates on your computer devices and internet network.

### 5.3. **Keeping your details safe:**

- (a) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- (b) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

### 5.4. **Viruses and Errors**

- (a) We do not guarantee that our App will be secure or free from bugs or viruses.
- (b) You are responsible for configuring your information technology to access our App. You should use your own virus protection software.
- (c) You must not misuse our App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our App, the

server on which our App is stored or any server, computer or database connected to our App. You must not attack our App via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App will cease immediately.

## 6. Termination and Suspension

6.1. **Termination or Suspension:** We may immediately terminate or suspend your access to our App, and/or any vouchers issued to you which have not been used (including cancelling the balance of partly used vouchers) in the following cases:

- (a) if we are instructed to do so by your benefits provider;
- (b) if you breach, or we consider you have breached, any of these terms or any other terms of use relating to the App and Platform; or
- (c) on the closure or suspension of our Platform, either wholly or in your local authority area.

6.2. **Termination on Notice:** we may terminate or suspend your access to our App, at any time, for any reason, on giving you not less than 14 days' notice.

6.3. Our rights in this clause 1 are in addition to our right in clause 3.4 above.

## 7. How we may use your personal information

7.1. **How we may use your personal information.** We will only use your personal information as set out in our <https://evouchers.com/downloads/privacy.pdf>.

## 8. Other important terms

8.1. **We may freely transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

8.2. You may not transfer your rights or your obligations under these terms to another person

8.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 8.4. **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 any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 8.6. **Which laws apply to this 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 products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.