
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us through this website, www.cashixir.com (“Our Site”). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms and Conditions when placing your order. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to place your order through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Vouchers, as explained in Clause 7;
“Confirmation”	means our acceptance and confirmation of your Order;
“Voucher”	means a pre-determined amount of funds that are issued as e-money to you and is sold by Us through Our Site;
“Order”	means your order for the Cashixir Vouchers;
“We/Us/Our”	means Cashixir Limited , a company registered in England under 09645201, of 52 Berkeley Square, London, W1J 5BT.

2. Information About Us

2.1 Our Site, www.cashixir.com, is owned and operated by Us.

2.2 We are a registered EMD Agent of CFS-Zipp Limited, which is authorised and regulated by the Financial Conduct Authority as an Electronic Money Institution, FRN 900027 in regulated areas within the EEA only.

3. Access to and Use of Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. **Age Restrictions**

- 4.1 Consumers may only purchase Vouchers through Our Site if they are at least 16 years of age.
- 4.2 None of the Vouchers on Our Site may be purchased by anyone under 16 years of age.

5. **Business Customers**

These Terms and Conditions do not apply to customers purchasing our Vouchers in the course of business. If you are a business customer, please consult the relevant terms.

6. **Goods, Pricing and Availability**

- 6.1 We make all reasonable efforts to ensure that all descriptions of the Voucher available from Us correspond to the actual Voucher received and its use and limitations. Please note, however, that not all retailers will accept the Vouchers and you must check that the retailer which you wish to use the Voucher with does accept the Voucher before you purchase a Voucher from Us.
- 6.2 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 6.6 regarding VAT, however).
- 6.3 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, please note the following:
 - 6.3.1 We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Voucher at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 14 days, We will treat your Order as cancelled and notify you of the same in writing.
- 6.4 In the event that the price of a Voucher you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.5 Your purchase of the Voucher is exempt from VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.6 All our Vouchers are delivered electronically (by email and/or text message) and therefore no delivery charges apply.

7. **Orders – How Contracts Are Formed**

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Confirmation by

email. Only once We have sent you a Confirmation will there be a legally binding Contract between Us and you.

- 7.3 Confirmations shall contain the following information:
- 7.3.1 Confirmation of the Voucher ordered including details of the amount and any fees charged;
 - 7.3.2 Denomination of Voucher and any applicable and exchange rates; and
 - 7.3.3 Your individual 16-digit Voucher code and 5-digit PIN
- 7.4 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 days.

8. **Payment**

- 8.1 Payment for Voucher and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Because Vouchers are issued instantly your chosen payment method will be charged when we confirm your Voucher details to you.
- 8.2 We accept the following methods of payment on Our Site:
- 8.2.1 Via;
 - 8.2.2 MasterCard; and
 - 8.2.3 American Express;

9. **Delivery, Risk and Ownership**

- 9.1 All Vouchers purchased through Our Site will normally be delivered in real-time and in any event within two hours of placement of your Order during normal business hours unless otherwise agreed (subject to delays caused by events outside of Our control, for which see Clause 15).
- 9.2 In the unlikely event that We fail to deliver the Voucher to you via email and/or text message within 30 calendar days of Our Confirmation (unless otherwise agreed as under sub-Clause 9.1) you may cancel your Order immediately.
- 9.3 If you do not wish to cancel under sub-Clause 9.2, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then cancel your Order.
- 9.4 You may cancel all or part of your Order under sub-Clauses 9.2 or 9.3 provided that separating the Vouchers in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Vouchers will be refunded to you. Please note that if any cancelled Vouchers are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Vouchers.
- 9.5 Delivery shall be deemed complete once We have emailed or texted you the details of Your Voucher.
- 9.6 Ownership of the Vouchers passes to you once we have received payment in full of all sums due.

10. **Faulty or Incorrect Vouchers**

- 10.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided. If any digital content is included in the Goods, that digital content must also conform. If any Voucher you have purchased from us do not comply, for example, you are not able to use it for payment at a retailer that accepts the Vouchers or if you receive an incorrect value of Voucher, please contact Us as soon as reasonably possible to inform Us of the error, and to arrange for a refund or replacement.

11. **Cancellation and Expiry of Vouchers**

You have a right to request the cancellation of a Voucher you have purchased through Our Site. You can request cancellation by emailing us on customerservices@cashixir.com Upon receipt of your cancellation request, and where we are satisfied that you are the owner of the Voucher we will refund the unused amount of the voucher via the payment method used to purchase the Voucher less any admin fees (currently £10.00).

- 11.1 We reserve the right to cancel a Voucher you have purchased where we reasonably believe that this may have been purchased fraudulently, has been subject to misuse or any other security reasons. We may also cancel a Voucher if we have to do so by law or our regulator. We will, where we can, try to tell you before we take such action and you may then tell us what to do with the unused funds on the Voucher.
- 11.2 All our Vouchers are issued with an expiry date-which means that you may only use the Voucher within the period it is valid. You may still ask for a refund subject to our refund terms and conditions (and applicable fees) after the expiry of the Voucher if you have funds remaining on the Voucher at the date of expiry.
- 11.3 By law you have the right to a 14 days cooling off period following the day after the day you purchased the Voucher, in which you change your mind about your purchase of the Voucher. Within this period, you can cancel and request a full refund of the Voucher (without being subject to any redemption fees), provided that you have not used the Voucher.

12. **Refunds**

- 12.1 You can request a refund of the funds on your Voucher by contacting Us via email on customerservices@cashixir.com
- 12.2 We charge a fee of £10 to cover our administration costs when you have requested a refund (unless you are requesting a refund within the first 14 days following your purchase (when no fee is charged)).
- 12.3 We will refund the unused amount of the funds on the Voucher (less any costs) via the method used to purchase the original voucher.
- 12.4 We may need to ask for further information at the time you request a refund to comply with our legal obligations, including the carrying out of any ID checks.

13. **Our Liability to Consumers**

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our

negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 13.2 We only supply Our Vouchers for domestic and private use by consumers. We make no warranty or representation that the Vouchers are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 13.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 14.2.1 We will inform you as soon as is reasonably possible;
 - 14.2.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
 - 14.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
 - 14.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 28 days of the date on which the Contract is cancelled;
 - 14.2.5 If an event outside of Our control and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 28 days of the date on which the Contract is cancelled.
 - 14.2.6 If the contract is cancelled by you or by Us under this Clause 14, any relevant Goods that must be returned will be returned at Our expense (with Us reimbursing you where appropriate).

15. **Communication and Contact Details**

15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 0203 195 3809, by email at customerservices@cashixir.com, or by post at 52 Berkeley Square, London, W1J 5BT.

16. **Complaints and Feedback**

16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our Complaints Department.

16.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

16.3.1 In writing, addressed to Complaints Department, 52 Berkeley Square, London, W1J 5BT

16.3.2 By email, addressed to Compliant manager at customerservices@cashixir.com

16.3.3 By contacting Us by telephone on 0203 195 3809.

17. **How We Use Your Personal Information (Data Protection)**

17.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

17.2 We may use your personal information to:

17.2.1 Provide Our Voucher and services to you;

17.2.2 Process your Order (including payment) for the Voucher(s); and

17.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.

17.3 We will not pass on your personal information to any third parties without first obtaining your express permission.

18. **Other Important Terms**

18.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

18.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

- 18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within 28 days of your cancellation.

19. **Law and Jurisdiction**

- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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