

By placing an order with Unique Hampers & Gifts (trading as Christmas2u) you are agreeing to abide by these Terms and Conditions. Please read through these carefully before placing your order and maintain a copy for future reference.

1.0 General

1.1 We reserve the right to change our terms and conditions at any time. Any changes that we choose to make will be updated on our website www.christmas2u.ie and your trading with us will signify your acceptance of these terms.

2.0 Order Process

- 2.1 Initial orders should be made on the order form provided. Additional orders can be made by telephone, email, or on a supplementary order form.
- 2.2 Acceptance of your order and the commencement of the contract between you and us will take place on receipt of your first payment. Your first weeks payment must be paid with your order to secure same. After this date the minimum payment amount in line with the amounts listed in condition 3.9 must be paid in order to secure your order.
- 2.3 We reserve the right to cancel any order where the first payment is not made with the order or within 30 days of us processing the order, or if the total price is not received by us by end October.
- 2.4 Your order will not be accepted without clear and confirmed contact details for each customer.
- 2.5 Where the order relates to:
 - a) the sale of knives or bladed items, you confirm that you and the recipient are over the age of 16.
 - b) the sale of classified computer games, you confirm that you and the recipient are over the age as classified by the item.
 - c) the sale of alcohol, you confirm that you and the recipient are over the age of 18
- 2.6 We try to ensure that all quoted prices and product descriptions are accurately described in the catalogue. Orders will only be accepted if there are no material errors in the descriptions or price of goods displayed in the catalogue. If we discover an error in the description or price of goods which you have ordered, we will contact you and give you the option to cancel the order. If we are unable to contact you we will consider your order cancelled.
- 2.7 Orders can be placed up to the end of June. After that date all requests will be dealt with on a case by case basis with our Customer Services Team and stocks are subject to availability. As per condition 3.9 payments must be made to catch up before the order is secured.
- 2.8 All prices on our catalogue are correct at the time of printing. In the event, however, of circumstances beyond our control (eg VAT, excise duty, inflation, currency fluctuations & commodity price changes) they may have to be altered up or down. Any such change in price will normally be notified to you before the goods are sent by a price correction list sent on your statement. We reserve the right to adjust prices at any time up to the date the purchase is complete.
- 2.9 It is your responsibility to keep us updated of your contact details including any name, address and telephone number changes. We reserve the right to cancel any order if we do not have up to date contact details for you or your customers.

3.0 Payments

- 3.1 Payments should be made on a weekly basis throughout the year and completed no later than the 1st November. All weekly prices in the catalogue are stated over a 45 week period. If you place an order after the start of the payment period you must adjust your payments according to the number of weeks remaining to the end of the payment period. Payments are recorded by you the agent on a customer payment card which you must sign off on each occasion to acknowledge payment has been received.
- 3.2 Your customer should keep his / her customer payment card in a safe place at all times. You, as an agent, are solely responsible for all monies collected from your customers and for forwarding them to us.
- 3.3 It is your responsibility to distribute the customer payment cards to your customers - this should be used as their proof of purchase.
- 3.4 Payments should be lodged once a week using your Payzone Card where you see the Payzone logo. This method of payment is secure. Please keep your receipts to check your payments against your statement. Due to rising bank charges we must insist on a minimum lodgement amount of €20 per transaction, otherwise an administration fee of €2 should apply.
- 3.5 Payment can also be made by cheque or postal order. Make your cheque or postal order payable to Unique Hampers & Gifts Ltd. & write your name & agent number on the back of cheque or postal order. We do not accept responsibility for money lost in transit while being sent by post, registered or not. Payment can also be made by electronic funds transfer to our AIB account. Please refer to our customer services department for our bank details if required, ensuring as always to include your name & agent number on all payments.
- 3.6 We reserve the right to offset payments due against any commission due to the agent. We will endeavour to advise you of this in advance. Commission earned on goods which are returned for any reason will be deducted from any future earnings. If your account is not paid in full by the final payment date of 1st November we will automatically deduct the remaining balance from your commission.
- 3.7 We reserve the option to cancel any order if you are more than 5 weeks in arrears on your payments or if the final payment date has passed. Subject to normal cancellation criteria.
- 3.8 Orders may be cancelled or amended by the customer until 30th June. After this date amendments may be accepted on a case by case basis. For all orders cancelled before this date an administration charge of €30 will apply where a refund is required. For orders cancelled after this date a charge of €30 per item will apply up to the value of €150, €50 per items between €151 - €300 and cancellation charges are at management discretion for orders above €301.
- 3.9 Christmas2u is a savings club, paid in instalments of up to 45 weeks, with a final payment date of the 1st November. Actual weekly payments depend on order date. In all cases, the total price listed in the catalogue must be received by us. It is the agent's responsibility to calculate customer payment amounts and to ensure that their customer's accounts are kept up to date. Within this time period the following payment dates must be adhered to: 1st March A minimum

of 20% of the value of all customer orders must be paid by this date or orders may be cancelled at the discretion of the company. Our cancellation criteria will apply as detailed in 3.8 1st May A minimum of 40% of the value of all customer orders must be paid by this date or orders may be cancelled at the discretion of the company. Our cancellation criteria will apply as detailed in 3.8 1st July A minimum of 60% of the value of all customer orders must be paid by this date or orders may be cancelled at the discretion of the company. Our cancellation criteria will apply as detailed in 3.8 1st September A minimum of 80% of the value of all customer orders must be paid by this date or orders may be cancelled at the discretion of the company. Our cancellation criteria will apply as detailed in 3.8 1st November 100% of the value of all customer orders must be paid by this date or orders may be cancelled at the discretion of the company. Our cancellation criteria will apply as detailed in 3.8 Goods in year are only supplied strictly in adherence to the above payment terms & if they are paid in full.

- 3.10 Payments do not secure the purchase of specific goods unless payment has been made in full. If the account is not up to date we reserve the right to cancel items / orders at our discretion. In all cases we will cancel voucher orders first.
- 3.11 In the event of payments not being received in line with expected payment dates, we reserve the right to contact your customers directly as necessary. We will take appropriate steps to notify you of this in advance.

4.0 Delivery

- 4.1 Delivery can only be made to the Republic of Ireland. All goods must be signed for by an adult of 18 years or over on delivery.
- 4.2 Delivery charges are included in the prices stated in the catalogue.
- 4.3 Risk of loss and damage of products passes to you on the date when the products are delivered to you.
- 4.4 If, on receipt of a delivery, the contents are damaged, please contact our customer service team within 48 hours with pictures and we will advise you on what to do.
- 4.5 Deliveries commence in mid November and all products will be delivered to you in time for Christmas, subject to full payment being received. If payments are not made in full by the 1st November we may be forced to re-schedule your delivery. In this unfortunate event you will incur late delivery charges up to €50, or €5 per item, whichever is greater.
- 4.6 Delivery of alcohol can only be made to and signed for by persons over the age of 18. Proof of age may be requested on delivery of alcohol.
- 4.7 If required, delivery may be arranged directly to customers and will incur an additional charge. Minimum €10 charge per item.
- 4.8 An agent must deliver to all good to customers within 7 days. Customers are then encouraged to check all goods received in a timely fashion. They then have a maximum of 14 days to report a damage.

5.0 Product

- 5.1 In cases where the product specification from the manufacturer changes, or where the product advertised is no longer available, we will do our best to offer you a substitute of the same or better quality at the same price. Wherever possible we will notify you of this substitution in advance.
- 5.2 All sizes and measurements are approximate.
- 5.3 We have selected our products on the basis that they will be used for domestic use only and we will not be liable for any loss from the commercial use of our products.
- 5.4 Due to ongoing product improvements and enhancements it may be possible that the item supplied may differ from that illustrated in the catalogue. In such circumstances we will endeavour to ensure that the product supplied is of equal or greater standard than the original.
- 5.5 All frozen goods must be transferred to a freezer immediately on delivery. Frozen hampers are delivered in insulated packaging. We accept no responsibility for damage incurred to frozen items due to delays in transfer.

6.0 Returns

- 6.1 We want you to be totally satisfied with your purchases. If, for any reason, you are unhappy, returns will only be accepted if the item is returned to us, unused, unopened, in its original packaging, within 7 days of receipt of your order. After this time returns will not be accepted.
- 6.2 Certain items are excluded from this condition, as follows. Personalised items, hampers, earrings, all alcohol, electrical products once installed, personal care products once opened, unsealed cosmetics and fragrances, furniture, and home fitness products once assembled.
- 6.3 Any items which are damaged upon arrival must be notified to us within 48 hours of delivery by contacting our customer care team. A picture needs to be submitted to the Customer Services team on noticing the damage.
- 6.4 When returning products, please complete a Product Return Authorisation Form (available from our customer service team) and send it with the product (including all parts) to Unique Hampers & Gifts Ltd., McKee Avenue, Finglas, Dublin 11. Please use registered post when returning jewellery or items above €130 in value. We accept no responsibility for items returned to us without correct paperwork.
- 6.5 When returning goods to us by post, please retain your receipt as proof of postage in the event of us not receiving the returned items.
- 6.6 We do reserve the right to send goods back to you if they are not as new, not in the original packaging, have been partly assembled, or have been damaged by you or your customer. A charge of €20 will be applied to your account to cover the handling and postage costs we incur.
- 6.7 All returns will effect your commission payment.

7.0 Privacy

- 7.1 By placing an order with us and providing your information to us you are agreeing to share your contact information with Unique Hampers & Gifts Ltd. and all companies within our group. The information you provide to us will be used by us and any necessary third parties (delivery companies etc) to process your orders. We will never unnecessarily share your details with any other companies.

None of the above conditions affect your statutory rights