

## Hallmark UK Purchase Terms

Effective Date: 17.01.2024

These Purchase Terms apply to all online purchase transactions through Hallmark.co.uk, and other Hallmark UK Properties that link to these Purchase Terms, except to the extent that applicable Subscription Services Terms apply. These Purchase Terms are Supplemental Terms as defined by the Hallmark UK Terms of Use. The Purchase Terms constitute a binding agreement between you and Hallmark Cards Plc (“Hallmark,” “we,” or “us”), a company registered in England and Wales under registration number 03414540 and located at Dawson Lane, Bradford, West Yorkshire BD4 6HN, with registered VAT number 673693102.

Any reference in these Purchase Terms to “we”, “us” or “our” is a reference to Hallmark. Any reference to “you” or “your” is a reference to any customer and these references may be used interchangeably. If you have questions, please contact us by email at [customersupport@hallmark.co.uk](mailto:customersupport@hallmark.co.uk). If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide to us with your order. When we use the words "writing" or "written" in these Terms, this includes emails.

- 1. Purchase of Products or Services.** Prices, fees, taxes, and charges are shown in pounds sterling (GBP) unless expressly stated otherwise. You agree to pay all fees, taxes and charges incurred through your purchase of any products or services at the time of purchase and at the rates in effect for the billing period in which such fees, taxes and charges are incurred. Hallmark Cards Plc does not provide refunds or credits if the price for particular products or services previously purchased by you is lowered or is later part of a promotional offer. If you have a promotional code, you must apply it at checkout to benefit from it.
- 2. Third Party Payment Provider.** Payment must be made through our payment gateway providers at the time of placing your order. You will be required to submit your payment details to the relevant third party payment gateway provider, and you may also be required to accept additional terms and conditions in relation to the use of such services. We cannot accept, and hereby exclude to the fullest extent permitted by applicable law, any liability arising out of or in connection with your use of such third party payment provider.
- 3. Listed Prices.** The strike through or listed price represents a price at which we previously offered the product, or a comparable product, in our stores or online, recently or in a past season or year, or the value of a similar item in the market. It may not represent the price in effect in our stores or online or elsewhere in the market, on any particular day or in every location.
- 4. Deliveries.** Unless stated otherwise at checkout, products are delivered throughout the United Kingdom via Royal Mail. Free delivery is available on orders over £20 (after any discounts or offers are applied). If you have not received your order after 3 working days for 1<sup>st</sup> Class or 5 working days for 2<sup>nd</sup> Class, please contact our customer service team via email at [customersupport@hallmark.co.uk](mailto:customersupport@hallmark.co.uk).
  - a. Undeliverable items**

From time to time, orders may be returned to us by Royal Mail when despite several attempts, they have been unable to deliver your order to the specified address. In those circumstances, we will notify you of this and provide you with a refund of the cost of the products in the order.
- 5. Returns/Refunds.** Products may be returned, exchanged, or refunded according to our Return Policy and subject to your legal rights:

- a. If you want to return your order and it is in a saleable condition, please send it back to us within 14 days for a full refund. See “Order Cancellation” below for instances in which return and refund are not available following a change of mind, as in the case of personalised products. We may reduce your refund of the price (excluding delivery costs, if any) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - b. If your order has been damaged, is faulty, or is not what you ordered, you have 30 days to return it to us, for a full refund. We would also need a picture of the fault or damage. Your right to return items to us in accordance with these terms is in addition to any other statutory rights you may have. If you are eligible for a refund, we will reimburse the price you have paid via the method you used for payment. Alternatively, we may offer to reprint (if applicable) and resend the item free of charge. We do not offer both a refund and a reprint/resend. Refunds will not be given if the fault is a result of your own actions such as product misuse, or if personalization items are misspelt or incorrect, or if you have uploaded an image of insufficient size or resolution.
  - c. We will pay the cost of returning products by our least expensive means of delivery if they are faulty or misdescribed; if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control, or because you have a legal right to do so as a result of something we have done wrong; or If we, or on behalf of our suppliers, have requested a return of the product due to a product recall. Our Customer Support team will instruct you in such cases regarding the return. Otherwise, returns are made at your expense.
  - d. You can contact us by email to arrange your return at [customersupport@hallmark.co.uk](mailto:customersupport@hallmark.co.uk)
6. **Payment Disputes.** You must notify us in writing within sixty (60) days, or the dispute period established by your payment card provider, if you dispute any of our charges on that statement, or such dispute will be deemed waived, to the extent permitted by law. Billing disputes should be sent to [customersupport@hallmark.co.uk](mailto:customersupport@hallmark.co.uk). For credit card transactions over £100, you may also have rights under the Consumer Credit Act, Section 75.
7. **Limits/Restrictions.** We reserve the right, at our sole discretion, to limit the quantity of items purchased or sent per person, per household, or per order, including limiting the number of cards or messages you may send using the Hallmark UK Properties or the number of recipients to whom you send such cards or messages. These restrictions may be applicable to orders placed by the same account, the same payment card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied.
8. **Order Cancellation.** A contract is formed between us when you place an order on one of the Hallmark UK Properties and we accept it by sending you a confirmation email.

- a. There may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason to the extent permitted by law, including due to lack of availability, and including after your order has been submitted. For your convenience, you will not be charged until your payment method is authorised, the order information is verified for accuracy and your order is shipped or, in the case of personalised products, in production. We may also require additional verifications or information before accepting any order.
  - b. You may also have a legal right to cancel your order in some cases, typically within 14 days, although you will be obliged to return the product at your expense if the product has already been delivered (see Returns / Refunds above). You may cancel and receive a full refund if we are at fault or have given you notice of delays or important changes. You do not have the right to cancel in cases where we are not at fault your order concerns:
    - c. personalised products;
    - d. digital products such as eCards after the recipient has opened the email containing the eCard;
    - e. services that have been completed, even if the legal cancellation period is still running;
    - f. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; or
    - g. perishable goods, such as food, drink and flowers.
9. **Product Information Disclaimer.** Occasionally, information on Hallmark UK Properties may contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing and/or availability. Hallmark reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice, including after your order has been submitted. We use reasonable efforts to display as accurately as possible the colors of the products shown on the Hallmark UK Properties, but because the colours you see will depend on your monitor or device, we cannot guarantee that your screen's display of any colour will be accurate. Personalised products that use content such as images that you upload to a Hallmark UK Property depend on the quality of content you provide, and you must follow the guidelines posted on the site, such as [hallmark.co.uk](http://hallmark.co.uk), for best results.
10. **Taxes.** Applicable VAT and any other taxes or import duties are based on the final value of your order and the prevailing rates in force in the UK (or other relevant tax jurisdiction).