



**BICESTER
VILLAGE**

Personal Shopping

If you have been given access to this form by our Personal Shopping team, we are delighted to help you find your perfect outfit and assist you with our Personal Shopping service. To register for the Personal Shopping service, including Virtual Personal Shopping, we need you to confirm acceptance of our terms and conditions of service by signing the enclosed form. You will only need to do this once, and you will be emailed a copy of the signed form afterwards. Should any of the terms and conditions change in due course we will ensure we communicate these changes to you and will reissue the documents.

All the brands at Bicester Village are entirely independent businesses to The Bicester Collection, and so in Virtual Shopping the Personal Shopper acts as your agent to buy products you have chosen from the Brands. The official way we will do this is by using your money to purchase a Bicester Village Gift Card which we will then use to purchase the items from the brands on your behalf. Your rights are therefore the same as if you had purchased the products yourself in the Village.

When it comes to a purchase, once you have made your selection of items our Personal Shopping team will send you an email acknowledging the exact details of your order, providing you with a payment link and the value of your order and the total amount to be debited from your account.

Once you have completed and returned this form and finalised the process of the payment link, our Personal Shoppers will go out to make the purchases, and details of delivery will be shared with you in due course.

Should you want to return any of the items, this can be done via the Personal Shopping team or directly by yourself with the brands. On delivery of the goods we will give you the Gift Card that was used to purchase the goods. At this time we are unable to offer a direct refund into your bank account, as refunds will be made to the original payment method, with the money returned to the Gift Card for you to use at Bicester Village in the future.

The Terms and Conditions and Privacy Policy have been attached to this document, and upon signature of this document we will send everything in one email to the email address noted below.

I confirm and agree that I will be bound by the Terms and Conditions set out in this document with effect from the date of signature.

Signature:

Date:

Name:

Email address:

Terms & Conditions:

1. Introduction

- 1.1. Value Retail is delighted to offer a Personal Shopper service, as described in these terms (the "Service") to carefully selected Private Clients. If you are selected for the Service, the offer will be an invitation from one of our Personal Shoppers to provide the Service to you.
- 1.2. We reserve the right to refuse to offer or refuse to provide the Service at our sole discretion (provided that we comply with the law, e.g. anti-discrimination legislation).
- 1.3. These terms apply to the Service and set out the terms on which we provide it. It is a precondition of receiving the Service that you accept these terms in full, except that where consents are withheld under data protection law, we may continue to provide the Service to the extent possible without those consents.
- 1.4. In Bicester Village we provide this Service via Value Retail Management (Bicester Village) Limited, a company registered in England number 02884096 whose registered office is Management Suite, Bicester Village, 50 Pingle Drive, OX26 6WD, who is "Value Retail", "we" or, "us" for the purposes of these terms and Bicester Village is the "Village". The Village is part of The Bicester Collection. If you receive a similar service from other Villages in The Bicester Collection other legal entities will provide it and the identity of those entities will be provided to you at the time. "Personal Shopper" is defined in 2.1.
- 1.5. If you request that we obtain Products from Brands in other Villages, and if we consent to do so, then we may use a Value Retail entity related to that Village as our sub-agent to carry out the task, and may share with them all information (and personal data) necessary to carry out the activities. Your legal rights may differ in other Villages, so please discuss this with us at the time.
- 1.6. In these terms "you" means the person receiving the Services and entering into these terms with us. "Private Client" means generally the class of people to whom we provide these Services and, in relation to the obligations between you and us, means you.
- 1.7. The Service will either be provided in one of The Bicester Collection Villages (paragraph 2), or as an online variant of the Service where we engage with Private Clients online or away from the Villages (paragraph 3).
- 1.8. Other terms used as defined terms are as follows:
 - 1.8.1. "Additional Services" see paragraph 4.1;
 - 1.8.2. "Brands" boutiques in the Village;
 - 1.8.3. "Products" items available for sale from or via Brands;
 - 1.8.4. "Virtual Services" see paragraph 3.1.

2. Description – Personal Shopping in the Village

- 2.1. In Personal Shopping our staff ("Personal Shoppers") will use their discretion about how to provide you with a tailored and pleasant retail experience and to showcase products that we think may be of interest, typically by providing hospitality and access to our Apartment hospitality space, arranging for products from retail Brands in our Village to be brought to or displayed in a virtual display, guiding you in the Village, providing priority queuing or other benefits that they think are suitable in their judgement given your needs, Product and Personal Shopper availability.
- 2.2. Each retail Brand in the Village is an independent company from us, so if you select any items to purchase, your purchase will be direct with the individual Brands involved. We may provide methods for central payments, or arrange for payment via a Gift Card you buy, but if we do that we are acting as your agent and the products will be purchased in your name with your money. The exception is that a number of pop-up "brand" boutiques in Village which are limited in number and time are run by us ("Pop-Ups"), and in these cases your purchase will be directly from us.

3. Description – Virtual Personal Shopping and Virtual by Appointment

- 3.1. Where we believe it is appropriate for you and your circumstances, and if you accept them, we may provide Personal Shopping services remotely ("Virtual Services"). This may be via distance communication – telephone, videocall, email or instant messaging or other remote method or any combination of those.

3.2. In Virtual Personal Shopping, we may conduct the video call or communication out of our offices, while the Personal Shopper is in the Village, and it may include showing you products over the video link or from the Brands.

3.3. We may “mix and match” the different approaches as appropriate for you.

4. Additional Services

4.1. Value Retail provides other services to Private Clients (“Additional Services”), each of which is subject to its own Terms and Conditions.

4.2. At our sole discretion, we may choose to provide Additional Services to you at a discount or for free, but where we do so the terms and conditions of those services still apply.

4.3. Additional Services may include Hands-free Shopping, Valet Parking or other services we choose to include from time to time.

5. Agency

5.1. You appoint us, via our Personal Shoppers, to be your non-exclusive agent with the Brands to:

5.1.1. Enter into contracts to purchase products selected by you in your name with Brands in the Village or otherwise as directed;

5.1.2. To enter into the contract for the purchase of a Gift Card where you use this form of payment (see paragraph 7);

5.1.3. To act on your behalf to obtain returns, refunds and credit notes in relation to a purchase we were involved with, where you request it;

5.1.4. to enter into agreements with courier or transport companies to deliver your purchases and deal with returns;

5.1.5. in either case above, to use in the purchase or refund the Gift Cards purchased by you, and you give us permission to hold, use in the Village and post to you such Gift Cards; and

5.1.6. for any purpose reasonably necessary to carry out your instructions in relation to or connection with the foregoing.

5.2. You authorise us to disclose that we are acting as an agent, and provide your identity to the Brands when we act as your agent as set out in this paragraph 5. Generally we will not need to identify you to the Brand, but will need to describe details about you, for example, physical sizing information or the intended purpose of an outfit. However, in relation to dispatch of Products, refunds, disputes, audit investigations or other specific situations it may be necessary to disclose your name and address. If you wish to pay on your debit or credit card, it may be necessary for the Brand staff to speak to you directly.

5.3. The appointment in this paragraph continues until ended, as set out in paragraph 15.

5.4. We will act with reasonable skill and care, but otherwise give no warranty and have no obligation as to the quality of the services.

5.5. We will endeavour to respond to all requests and instructions within 2 working days.

5.6. We act for, and shall be entitled to act for, multiple Private Clients and in rare occasions it may be that their instructions conflict, for example where Brand Product stock is limited and more than one Private Client wants it. In those rare cases we will endeavour to act fairly between our clients but may make commercial decisions about which Private Client to prioritise.

5.7. We receive payment from the owners of the Village for the services we provide them including this Service and the profit they make is related to the sales made by Brands including sales to Private Clients. We may also receive direct rewards from Brands for sales.

6. Samples, Examples and Availability

6.1. In Personal Shopping we may offer to assemble a personal selection of Products for you to view or select from, depending on the interests or brief you have given us.

6.2. In Virtual Services we will endeavour to provide images and/or video footage of Products. These may be professional stock imagery or images taken by us of Products from the Brand or Pop-Up – in some cases even live on a video call with you. The quality of these images may vary and if you have any concerns that the quality of the image affects your ability to select the correct product for you, you must tell us as soon as possible.

- 6.3. In many cases our Personal Shoppers will be able to borrow or reserve specific stock of Products from Brands and Pop-Ups and seek out Products in your preferred style and size. However, the nature of the Brands at The Bicester Collection means that stock of Products may be limited in some sizes or styles, and even where we have tried to reserve sizes for you, Brands or Pop-Ups may sell the Product before we are able to carry out your instructions to purchase. Advertising product to you, or suggesting product to you is not a warranty or binding commitment to sell a specific Product or that we will be able to buy it on your behalf, and availability can only be confirmed at point of purchase. Following purchase the Product sent will be materially the same as the Product image shown. We are under a legal duty to supply goods that are in conformity with the contract.
- 6.4. While social distancing or other public health measures remain in place to prevent or slow the spread of disease, the Personal Shoppers may find it impossible or more difficult to borrow Products, attend Brand or Pop-Up stores on your behalf in a timely fashion or at all or subject to other restrictions. Where such restrictions are impeding the Personal Shopper they will endeavour to let you know but we cannot be responsible for delays in issuing Products or entering Brands in compliance with such protective measures.

7. Charges, Payments and Gift Cards

- 7.1. Our charges for the Service are available on our price list available from the Personal Shoppers. We may choose to waive some or all of the charges, but in any event, but we do charge for (i) postage and packing of products sent outside the Village, (ii) Gift Cards (iii) other services provided, for example the Additional Services and (iv) Products from Pop-Ups.
- 7.2. In order to save you the effort involved in visiting multiple Brands and Pop-Ups, we may offer you the option of paying by buying a Gift Card (as a single transaction) and then using that Gift Card on your behalf in each of the Brands from whom you are buying product. See the section on Refunds for some effects of this. Gift Cards are only available to specific limits.
- 7.3. The Gift Card is provided by a regulated third party, EML Payment Europe Limited, and in purchasing a Gift Card, you are required to enter into a contract with them, the terms of which are below, as the Annex to this document.
- 7.4. Gift Cards are only usable at the Village, are not reloadable and any balance expires after 12 months. Money held in Gift Cards is held by the card provider, not us. We will endeavour to only sell you a Gift Card which matches the size of the purchase you are making, however, if you subsequently obtain a refund and/or change your instructions to us, it is possible that a balance will remain on the Gift Card at the end of the process.
- 7.5. We do not charge for any of the phone lines or other forms of communication with us (i.e. they are normal geographical or mobile numbers in the UK so the costs of contacting these numbers is subject to your arrangements with your telecommunications providers).

8. Refunds and Returns of Brand Products

- 8.1. Personal Shopping, including Virtual Services, is not a mail-order or internet shopping experience. For Products from Brands, we are not selling you the Products at a distance – we are your agent, allowing you to access the in-Village Brands and buying the Product locally as your agent (see paragraph 5).
- 8.2. Products from Pop-Ups purchased when you are physically present in the Village are purchased from us, not from an independent Brand. In this case it is a direct sale by us to you, we do not act as an agent, and your rights are the statutory rights you have against us as an in-person retailer, and the provisions of this clause apply.
- 8.3. For Gift Cards, Products from Pop-Ups, and for our own Additional Services, we may be providing those goods and services as distance sales, in which case paragraph 9 below applies.
- 8.4. Because you are not buying the Products from us (except from Pop-Ups), but you have a contract direct with the Brand, your rights of return and refund are against the Brand, and not us.
- 8.5. Each Brand is a separate company with their own refund policies. We cannot guarantee that any particular Brand will accept Products back for refund in any particular case, although you have statutory rights as a consumer and these remain unaffected.
- 8.6. We can also provide you with information about the refund and return policies of the Brands at the time of sale, on request.

- 8.7. We will assist you to obtain a refund or exchange where we are reasonably able to do so, but you must contact us before sending any Products back for a potential exchange so that we know what Products to receive and can ask you not to return Products we believe will be outside the returns policies of Brands.
- 8.8. You should be aware that certain practices common in online transactions, such as ordering multiple products and sending back those that do not fit are not possible in Personal Shopping (other than for Products from Pop-Ups) because you do not have the benefit of the distance selling laws governing the purchase.
- 8.9. Either we or the Brands may attach labels or other markers to Products to prevent them being used and:
- 8.9.1 decline, where legal to do so, returns or refunds on Products where the label or marker has been detached or the item is soiled by wear or use, partly used (e.g. cosmetics) or mixed or contaminated with other products or materials; and
- 8.9.2. if you remove the label, you waive any right to return Products under consumer law on distance sales.
- 8.10. Purchases by Personal Shoppers in Brands in the Village take place in the UK and are subject to UK VAT. Even if Products are sent outside the UK, we will not be involved in making a claim for VAT-free shopping on your behalf. In some cases you may have the ability to make such a claim, but the situation may be complex if Products are not finally dispatched or there is an attempt to return Products, so please take independent advice.
- 8.11. Where you ask us to send products outside the UK, paragraph 11.3 applies in relation to customs and overseas tax rules.
- 8.12. If a Brand refuses for any reason to provide a refund or credit note, we may at our option buy the Product from you either explicitly or by providing a payment labelled as a refund or ex gratia payment. Such payment shall transfer the title in the Products to us.
- 8.13. If you return Product to us and the Brand will not give a refund or credit note, then we will return the Products to you at your cost. If you decline to receive the Products back, or to pay for their return, then after 30 days we may treat the Products as abandoned and sell or dispose of them as we wish.

9. Refunds or Returns of Value Retail Goods and Services

- 9.1. This clause 9 only applies to Goods and Services sold by Value Retail itself at a distance and not to Products once they are purchased from Brands. Examples of goods or services to which this applies are: Products from Pop-Ups, Gift Cards, postage and packing and Additional Services. This paragraph does not apply to Products purchased from Brands, for the reasons given in paragraph 8.
- 9.2. You have a statutory right to cancel the purchase of goods or services made at a distance within 14 days of placing the order, unless one of the restrictions applies as set out in this paragraph 9.
- 9.3. This right is waived in respect of Services in a durable medium where you request us to start them before the specified period is up.
- 9.4. The exceptions referred to in paragraph 9.2, to the extent that they are relevant to our goods and services are that you cannot cancel:
- 9.4.1. Gift Card purchases, once purchased (see paragraph 15.5 for more details);
- 9.4.2. services once they have been completed;
- 9.4.3. in relation to any personalised goods or services;
- 9.4.4. where goods cannot be returned for hygiene or safety reasons (for example, where worn, soiled or are intimate items of apparel);
- 9.4.5. perishable goods or services (e.g. flowers); or
- 9.4.6. a request to purchase products from a Brand, once we have made that purchase for you.
- 9.5. If you wish to cancel any order from us please contact your Personal Shopper via any method of communication you normally use, or via post to The Apartment (address in paragraph (as opposed to a purchase of Products, for which see paragraph 8 within the period given in paragraph 9.2).
- In the rare event that there are goods to return, you must return them within 14 days. There is

no requirement for a specific form of cancellation but if you want to use one please title your communication "Distance Selling Cancellation" and state that "I am cancelling [describe the scope of your cancellation] in my order made on [date] under my statutory rights to cancel a distance sale.". We will email or write to you within 14 days to confirm.

- 9.6. If you have requested us to purchase something for you can withdraw from that purchase at any time up to the point we make the purchase on your behalf (provided that there is a reasonable period of time for the message to reach the personal shopper on the ground). Once the purchase is made, paragraph 8 (Return and Refund of Brand Products) applies.
- 9.7. Where a right of cancellation applies, we will provide the refund by the same payment method as we received the money within 14 days of the notice to cancel, or if goods are to be returned, the earlier of 14 days of the notice of dispatch of the goods by you to us, or 14 days of receipt of the goods. The refund will include a refund for the cheapest form of delivery that we provide and a deduction for a diminution in the value of the goods which exceeds that required to establish the nature, characteristics and functioning of the goods.

10. Selection and Expertise

- 10.1. Our Professional Shoppers want your shopping experience to be pleasurable for you and to assist you to buy Products that are right for you. They will use reasonable efforts to achieve this but we cannot guarantee that you will be happy with every purchase. If you have any concerns, you can raise them with our Personal Shoppers.
- 10.2. Except to the extent that the applicable law limits or excludes the ability of a party to restrict its liability, we shall not be liable for any loss or damage, howsoever arising and under any legal principle including contract, tort (including negligence) or otherwise to you or a third party arising from or in connection with:
 - 10.2.1. inappropriate advice; or
 - 10.2.2. products being the wrong choice for the situation or purpose described to us.
- 10.3. Where there is a refund or return, there can be no guarantee that the Brand will have a suitable replacement product in stock. Where a direct replacement cannot be found the Brand will follow its processes and/or we may offer a refund or voucher.

11. Delivery and Return Logistics

- 11.1. When we send you the Products, we will include the receipts from the Brands, as this is your purchase and you will need them for any guarantees or for any refunds possible. If we are helping you with any return or refund you must include the original receipts with the Products when returning them to us.
- 11.2. We can arrange for delivery of Products to you, subject to limits. We may charge for this service and if we do so we will tell you at the time of purchase what the delivery cost will be.
- 11.3. If we agree to dispatch for delivery outside of the UK you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities. Deliveries outside the UK may not always be available depending on the country, however, due to the complexity of handling customs and tax issues across borders, to the extent permitted by law we do not offer support with returns or refunds for Products sent outside the UK.
- 11.4. Except and to the extent that the law requires that you have rights to return goods that we sold to you directly free of charge (see paragraph 9), any Products sent to us by you must be sent with all postage, excise, duties and charges fully pre-paid with, where relevant, an accurate and complete customs declaration. We may decline any package which requires any payment on delivery.
- 11.5. The risk in the Products is with us until they are recorded as delivered to you by the courier we provided and/or actually delivered to you. In this paragraph 'you' includes anyone you

appoint

as the recipient of the products. If you arrange your own courier or send someone to collect the products, risk passes when that courier or person collects the products.

11.6. If you send us Products (for example, for a requested return or exchange then) you must package them appropriately;

11.6.1. If you use the courier company we arrange and the address we give you, then the risk in the products in the package that were purchased from the Village passes to us when the courier company records it has collected the package, unless the damage or loss is due to poor packaging; but

11.6.2. Otherwise the risk of loss or damage is with you until the Products are received in good condition by us. If we become aware of any damage to the Products we will tell you about it as soon as we reasonably can, but failing to notice or report damage is not proof that it did not exist.

11.7. All dispatch of products by us to you are subject to charges which if not otherwise specified are 100% of what we are charged by our supplier for the postage and packaging. This applies regardless of the reason for the dispatch or return. You are responsible for all costs, including packaging, duties, tariff and fines of sending products to us.

12. Data Protection and Consents

12.1. Personal Shopping is, by its nature, a highly personalised service. The more our personal shoppers know about you and your needs, interests and tastes and those of your family and friends for who you buy products, the better the service we are able to provide.

12.2. To provide the Service at all we must hold some personal data about you, but if you do not consent to a full scope of personal data processing, we cannot provide the full range of services.

12.3. We will ask you to register to the Personal Shopping service, which will require your acceptance of Terms & Conditions and your consent to processing of your special category data

12.4. By registering to Personal Shopping service, we will create a Private Client account using your personal data.

12.5. In addition, we need your consent to allow Value Retail and its group companies to contact you about products and services that our Personal Shoppers think may be of interest to you.

12.6. We normally use a company called Droplit Shopping Ltd for delivery. Where we do so, we will be passing the necessary information (primarily delivery address, name, contact number) to them and they will operate as a Data Controller of that personal data under their privacy policy, which includes processors based outside the EEA and UK, including the USA and Israel. Their privacy notice is here: <https://www.dropit.shop/privacy>

12.7. In the event that the Personal Shopper is talking to you, or doing a video call with you, from the Village or Brand it is possible that passers-by will see the screen and/or overhear the call. You must ensure that nothing said or seen would cause you, or Value Retail, any embarrassment or cause offence to other Guests in the Village.

12.8. For details about how we process your personal data, please refer to:

12.8.1. the Private Client Privacy Notice: <https://www.thebicestercollection.com/bicester-village/en/legal/private-client-privacy-notice>; and

12.8.2. The Bicester Village Privacy Notices: <https://www.thebicestercollection.com/en/legal/website-privacy-notice>

13. Regulatory Compliance

13.1. We are subject to some legal regulations in who we deal with. Also our suppliers, in particular suppliers related to financial services, such as credit and debit card payment agents, and Gift Card suppliers are required, or require us, to undertake certain identity and fraud checks. Where we do this, we may hold copies of such documents, provided that we use reasonable measures to keep them secure, and we may provide them to the suppliers who need to make such checks or who conduct them on our behalf.

13.2. In some circumstances we may ask you to provide formal proof of identity, residence or address and/or to conduct checks against denied persons lists, money laundering checks or financial credit or fraud checks ("KYC and Due Diligence"). If you decline to do so, or you fail those checks, we may end this agreement and decline to provide any further services. If it is legal for us to do so, we will

return to you any property or money of yours that we hold. Note that we do not hold your money in Gift Cards.

- 13.3. If you fail any KYC and Due Diligence checks then in some cases we may not legally be allowed to tell you that such checks have been done and/or that such checks have been failed. In other cases you may have a statutory right to be informed and to have such checks reperformed with human oversight. Unless we are obliged by law to tell you, we shall not be required to disclose the existence or outcome of these checks to anyone including you.
- 13.4. You may decline to be subject to KYC and Due Diligence checks, but if you do so, or withdraw consent (where possible) to processing of your personal data we reserve the right to decline to provide the Services to you and/or we may be unable to provide parts of the Services to you (for example, purchase of a Gift Card) due to statutory or contract obligations.
- 13.5. It is a condition of this Agreement that any information you give us in respect of KYC and Due Diligence checks, or when registering for the service or updating your details for the Service must be true, accurate and complete.
- 13.6. If you are listed on sanctions lists or as a "denied person" in relation to export control by the United Kingdom, European Union or United States of America we may cease to provide any and all services at any time.
- 13.7. If we reasonably believe that any dispatch, purchase, return or other process has the object or effect of enabling, assisting or comprising any activity which, either in the UK, or a country where you are based or where Products are dispatched to would be a criminal offence, or which obtains goods or services (whether from us, brands, the provider of Gift Cards or any other person) in circumstances where payment will not be made, or will be refunded, charged back or otherwise withdrawn, then despite any other provision of this agreement, we may decline to take any actions which we are concerned would contribute to that act or omission.

14. Payment and Payment Terms

- 14.1. For distance services and Gift Cards, we can only accept Credit or Debit cards in your own name in payment or other forms of payment accepted by our payment provider, which may include Alipay. We may make other payment methods available in future. For in person visits to the Village we may take payments directly. For distance sales, we may arrange other methods including sending you an email with a link to a secure payment gateway.
- 14.2. We are required to make certain information to you available in a durable medium, which we will email to you.
- 14.3. Where you are purchasing a Gift Card, so that we can make purchases on your behalf, payment for and purchase of the Gift Card must occur before we can use it to make purchases for you. Payment must be in full.
- 14.4. We will provide a VAT compliant invoice for the goods and services we sell. We may also provide a summary of instructions listing the Products you have asked us to purchase on your behalf and their expected prices. We cannot warrant that these prices are the prices the Brands will charge but we will contact you if the Brands increase the prices beyond that which we showed to you.

15. Time, Term and Termination

- 15.1. Subject to paragraph 15.2 we will offer you delivery options at the time of purchase. Depending on your location we may be able to provide different delivery timescales and you will be able to discuss those with our staff at the relevant time.
- 15.2. Delivery timescales are estimates and we cannot warrant or guarantee that products will be sent out by a specific time and/or received by you at a particular time or for a specific event even if we were told that you wanted the products for that event.
- 15.3. You may withdraw from the Personal Shopping services at any time by letting us know by an email to the Personal Shopping team or by speaking to one of the Personal Shopping team.
- 15.4. We may decline to offer any future Personal Shopping services at any time, but existing orders will continue until cancelled for any of the reasons given in these terms.
- 15.5. Gift Cards cannot be refunded by us after purchase, although you can apply to the Gift Card issuer for a refund, and we can provide you with the application form to do that. Gift Cards are

your property (as is any balance on them) and we will send them to you if requested any time even if there is still balance on them (but if you request it before we have made the purchases on your behalf, we will not be able to make those purchases and your order for them is withdrawn).

16. Liability

- 16.1. Nothing in these terms excludes or limits liability which cannot, at law, be excluded or limited.
- 16.2. Subject to paragraph 16.1 the following types of loss are wholly excluded:
 - 16.2.1. loss of profits;
 - 16.2.2. emotional distress;
 - 16.2.3. loss of opportunity;
 - 16.2.4. loss of sales or business;
 - 16.2.5. loss of use or corruption of software, data or information;
 - 16.2.6. loss of or damage to goodwill; and
 - 16.2.7. indirect or consequential loss.
- 16.3. Subject to paragraphs 16.1 and 16.4 our aggregate liability arising under or in connection with these terms and the Services shall not exceed the greater of: (a) 100% of our charges for the Services, (b) 10% of the value of the products purchased on your behalf in the previous 60 days or (c) £1,000.
- 16.4. Subject to paragraph 16.1, our aggregate liability arising under or connection with these terms and the Services in respect of confidentiality, breach of confidentiality, the law on data protection, or for damage or distress arising from a breach of this agreement and/or the law shall in no event exceed in the aggregate £5,000.

17. General Terms

- 17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 17.2. Each Party agrees to submit to the non-exclusive jurisdiction of the English courts, except in matters relating to the enforcement of the judgement of the English courts, which may be pursued in the courts of the country where the assets lie.
- 17.3. We do not engage in out-of-court settlements before consumer arbitration bodies. However, under EU regulation 524/2013 we are obliged to inform you that the European Commission provides a platform for online dispute resolution, which is available at <http://ec.europa.eu/consumers/odr/>
- 17.4. No failure or delay by a Party to exercise any right or remedy provided by law or under this Agreement shall impair that right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of that right or remedy or the exercise of any other right or remedy. The rights of the Parties under this Agreement are cumulative and may be exercised as often as the relevant Party considers appropriate.
- 17.5. We may alter these terms and the details of the services from time to time. The new terms shall apply to you in respect of future dealings with us, but shall not apply retrospectively.
- 17.6. Each of the provisions of this Agreement is severable. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
- 17.7. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed

to be performed. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 7 days written notice to the affected party. For these purposes Force Majeure means (i) any event or circumstance out of the control of the party affected, but includes Village closures, even where such closures are within the control of the party, (ii) the imposition of statutory controls on dealing with or sending goods to you or your country of residence, (iii) consequences of Brexit and (iv) where a Village closure is a direct or indirect result of an event outside our control for example where such an event has greatly reduced the number of Guests in the Village and it has closed.

- 17.8. We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement. You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement without our consent.
- 17.9. In this agreement, any use of "for example", or "e.g." is to be interpreted as a non-exhaustive list of examples.
- 17.10. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.11. This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the Parties in connection with the Services and supersede any other agreement between the Parties in respect of the provision of all or part of the products or Services. In entering into this Agreement you have not relied on any representations made by us. Nothing in this Clause 17.10 shall limit or exclude liability for fraud.

ANNEX – EML TERMS

Bicester Village Remote Shopper: Gift Card Cardholder Agreement – Single Load (T&Cs)

(Version Date 21 July 2017 – Amends Jun 2020)

This Card is issued and managed by EML Payments Europe Limited ('we/us/our') for Value Retail PLC ('Distributor'). We are a leading provider of gift card solutions. In these conditions 'you' are the Card purchaser or user.

1. By using the Card, you agree to be bound by these T&Cs. If you purchased the card for someone else the purchaser must give the user a copy of these T&Cs or advise the ultimate cardholder that these T&Cs are available online. The Card remains our property. You should retain the original receipt or record of purchase of the Card and the Card number as it may be required to provide you with customer services or to assist with respect to errors or if your Card is lost or stolen.
2. The Card is a prepaid Gift Card that is activated once purchased. It can only be used for purchasing goods and services in participating stores in Bicester Village with which we have commercial agreements requiring acceptance of the Card ('Merchant'), this list of Merchants is subject to change. The card cannot be used at ATMs or for online purchases or over the counter at financial institutions and does not allow cash out. The Card is not a credit card and is not linked to a deposit account.
3. The minimum balance that may be loaded to your Card is £5 and the maximum balance is £10,000. In certain situations, we or Distributor may need to view your identity documentation before issuing a Card(s) to you in order to comply with our obligations to identify our customer. There are no fees associated with using the Card unless you are permitted to receive a replacement Card and in such case the replacement Card fee will be advised at the time you request it.
4. The Card cannot be used to make purchases that exceed the available balance, in such case you need to pay the difference by another method if the Merchant agrees.
5. This Card is not reloadable and is valid for twelve (12) months from the date of activation and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.
6. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments or for purchasing foreign currency. Authorisations may be declined at some

Merchants. We are not liable in any way when an authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.

7. The Card is like cash and may not be replaced if misused, lost, stolen or damaged and no financial compensation scheme exists with respect to the Card. You are responsible for all transactions on the Card concluded by you or any remote shopper or other party on your behalf, except where there has been fraud or gross negligence by our staff or agents. If you notice any error relating to the Card or you lose your card then you should notify Gift Card Support immediately on 0121 268 3210 as soon as possible.

8. If you have a problem with a purchase made with the Card, or a dispute with a Merchant, you must deal directly with the Merchant involved.

9. We may restrict or stop the use of the Card if suspicious activities are noticed or we do not receive funds from you in the full amount of the activated balance of the Card.

10. Any refunds on Card transactions are subject to the policy of the specific Merchant. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

11. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at <https://getmybalance.com> (free of charge) or obtain the balance by calling the dedicated balance enquiry line on 0121 260 2849 or Gift Card Support on 0121 268 3210. We reserve the right to correct the available balance of your Card if we believe a clerical or accounting error has occurred.

12. Information (which may include your personal information, if you have provided it to us or the Distributor) may be disclosed to third parties about the Card, or transactions made with the Card, where required by law, to operate the Card and process transactions, to prevent financial crime, to provide you with services you request and if necessary to notify you of any service changes. Disclosure will also be made to countries outside the European Economic Area ("EEA"). We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our privacy policy and the Data Protection Act 1998, our privacy policy can be viewed at <https://emlpayments.com/privacy>.

13. If you purchased the Card online or over the phone then you may cancel the purchase within 14 days of the date you receive the Card by contacting Gift Card Support on 0121 268 3210. Any available balance will be refunded to you.

14. We reserve the right to change these T&Cs at any time. Any changes to the T&Cs can be viewed at <https://www.getmybalance.com>.

15. The Distributor's Gift Card programme may be terminated. If your Card cannot be used after termination, you will be entitled to surrender and redeem your Card to the amount of the available balance at time of redemption.

16. We and the Distributor will have no liability for unauthorised access to, or use of your Card or for any delay or inability to use the Card or if we have suspended the use of the Card in accordance with these T&Cs. We and the Distributor make no warranty or representation, whether express or implied with respect to the Card, purchases made with the Card including but not limited to any warranty regarding quality or fitness for a particular purpose, or whether the Card will always be accessible or accepted. Nothing in this agreement limits our or the Distributor's liability where it cannot be limited or excluded at law.

17. We are incorporated in England and Wales with company number 05852181 with our registered office and correspondence address at 4th Floor, 11 Brindley Place, Birmingham B1 2LP, England. The laws of England will apply to these T&Cs and the English courts shall have exclusive jurisdiction.



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