

General Terms and Conditions of Sale of Gift Cards

The Food Assembly now offers its own gift cards. To purchase one or more Gift Card(s), you must accept the general terms and conditions of sale. Please take a few moments to read them. You may make a copy if you wish.

The use of one of our websites or one of our applications legally binds you to respect its use.

1. Purpose and contractual documents

- 1.1. The general terms and conditions of sale (hereafter the “**GTC**”) are intended to govern the terms and conditions of sale of Gift Cards usable at <https://thefoodassembly.com/> (hereafter the “**Site**”).
- 1.2. The Site is published by Equanum Ltd., registered at The French Chamber of Commerce, 300 High Holborn, WC1V 7JH London, United Kingdom (“**Company**”). For more information, we invite you to check the section [Legal Notices](#) on the Site.
- 1.3. The Gift Card is a gift card usable on the Site. The sale of Gift Cards is exclusively reserved for users registered on the Site (“**Users**”).
- 1.4. The GTC supplements the provisions of the [special](#) and [general terms and conditions](#) of use of the Site (hereafter: the “**Terms of Use**”). The GTC are an integral part of the Terms of Use, the definitions of which are applicable herein. If the terms, conditions or notices of the Terms of Use are in contradiction with these GTC, the latter shall prevail.
- 1.5. Full acceptance, without reserve, of the GTC is established when the User clicks the “Pay” button at the time of purchase of a Gift Card.

2. Gift Card selection and payment

2.1. Gift Card selection

On the page <https://thefoodassembly.com/en/giftcards> or directly on the Site, the User may load one or more Gift Card(s) with an amount between 5 euros and 100 British pounds (the “**Price**”), through the appropriate technical means provided by the Company.

The Price corresponds to the nominal value of the Gift Card (determined by the User between 5 and 100 British pounds).

2.1 Gift Card Price and payment

The Price is displayed in British pounds with all taxes included. The full Price is due upon payment.

The full prevailing Price is shown clearly and identified on the Site and is available before final confirmation of the order, the User having the opportunity to change their order before paying (“**Purchase**”).

Payment of the Price is made online by means of payment accepted by our Payment Service and is subject to their [general terms of use](#).

3. Dispatch of Gift Cards

Upon Purchase of the Gift Card, a confirmation email will be sent to the User at the email address associated with their account, provided during their registration on the Site, ("**Dispatch of Gift Card**") including in particular:

- the corresponding code(s) to the Gift Card(s) purchased;
- the Gift Card(s) on a durable medium allowing their printing;
- the corresponding invoice; and
- these GTC available through a hypertext link to a page allowing their registration or printing on a durable medium.

4. Features and use

The Gift Cards are valid for a period of twelve (12) months from the date of issue, in other words from the Dispatch of Gift Card date. Gift Cards are usable the same day of receipt of the email Confirmation.

Gift Cards are transferable.

Gift Cards are accepted as payment method on the Site and may be spent in one or more times for Product Orders through any *Food Assembly* in which the User is registered.

In the event of partial use of the amount loaded to the Gift Card, the User or recipient of the Gift Card will be able to use the Gift Card balance on future Orders on the Site until this amount is exhausted.

They may not give rise to any monetary compensation in any form whatsoever, in whole or in part.

5. Right of withdrawal

The User is entitled to the right of withdrawal for any Gift Card purchase, which they may exercise within a period of fourteen (14) days from the Dispatch of the Gift Card.

In order to exercise this right, you must inform us of your decision to withdraw by mail or by email at the address support@thefoodassembly.com. If you wish, you may use the withdrawal form template available in Annex 1 of these GTC.

6. Legal Guarantees of Gift Cards

The Gift Cards benefit from legal guarantees of conformity allowing the user to request repair or replacement in the case of non-conformity, in accordance with Section 9 of the Consumer Rights Act 2015.

The User has a period of to (2) years from receipt of the Gift Card to take action on compliance with the legal guarantee, regardless of any commercial guarantee.

If the User implements the guarantee against non-conformity within the meaning of Section 9 of the Consumer Act 2015, they may choose between repair or replacement, in accordance with Section 23 of the Consumer Act 2015.

The provisions of this Article 6 are solely applicable to the Gift Cards and not, in particular, to *Food Assembly* orders paid with them.

7. Responsibilities

In accordance with the general terms of use of the Site, the User guarantees that all information provided during their registration is accurate, up to date, and true. They are responsible for updating it in the case of changes, and in particular updating their email address.

The User or recipient holding the Gift Card is solely authorised for its use. Loss, theft or expiration will not result in any replacement, refund or objection.

The Company will not be held responsible for non-execution of the concluded contract in case of force majeure, technical incident on the Site, User error or unforeseeable and unavoidable act by a third-party.

8. Applicable law and jurisdiction

These GTC are governed by British law.

Any User who is a consumer within the meaning of the Consumer Code may, if applicable, take their complaints related to the Gift Cards, to the dispute resolution platform made available online by the European Commission [here](#). The European Commission will handle sending your complaint to the appropriate national mediators. In compliance with the rules applicable to mediation, you are obligated, prior to any request for mediation, to have previously notified the Company in writing in order to reach an amicable solution. This request for amicable solution may be made by mail to the address noted in Article 1.2 or by email to the address support@thefoodassembly.com.

In case of dispute as to the validity, interpretation and/or execution of these GTC, the parties agree that the London Courts shall be exclusively competent to judge, except contrary mandatory rules of procedure.

9. Amendments and entry into force

The Company reserves the power to amend at its sole discretion these GTC. Amendments shall be applicable to all Purchases following their entry into effect.

These GTC entered into force on 5 December 2017.

Annex 1: Withdrawal form template

If you wish to exercise your right to withdrawal, please complete and send to us the form below within a period of fourteen (14) days from the Dispatch of the Gift Card.

To the attention of:
Equanum Ltd.
The French Chamber of Commerce
300 High Holborn
WC1V 7JH London
United Kingdom

Email: support@thefoodassembly.com

I hereby notify you of my withdrawal from the contract concerning:

- (*quantity) Gift Card(s)

Order placed/delivered (*) on (*date)

Gift Card Number:

Name:

Address:

Signature (only in case of notification by this form on paper):

Date:

() Complete or delete as appropriate.*