



Southend Road, Great Woking, Essex. SS3 0PU

t. 01702 585668 f. 01702 584585 e. enquiries@morleynurseries.co.uk

www.morleynurseries.co.uk

OAP DISCOUNT CARD TERMS & CONDITIONS

These Terms and Conditions (the “Terms”) set out the basis in which you can use your Morley Nurseries O.A.P Discount Card (the “Discount Card”). Please read the below carefully as they contain important information. By signing up to the Discount Card you are confirming that you have read, understood and agreed to these Terms. These Terms will always be readily available on the Morley Nurseries website, but it is recommended that the Discount Card holders keep a local copy for their own reference.

These Terms are in respect of your use of the O.A.P Discount Card only:

1. GENERAL

- 1.1 These Terms apply to the Discount Card provided to you by Morley Nurseries (Woking) Ltd and govern the relationship between Morley Nurseries (Woking) Ltd (“we” or “us”) and members of the Discount Card scheme (“you” or “your”) run by Morley Nurseries (Woking) Ltd in respect of the Discount Card.
- 1.2 The promotor of the Discount card is Morley Nurseries (Woking) Ltd, Southend Road, Great Woking, Essex, SS3 0PU company number 03620884, VAT registration number GB 250640685 and, for the purposes of these Terms, Morley Nurseries (Woking) Ltd will be referred to as “Morley Nurseries”.
- 1.3 It is within the discretion of Morley Nurseries that certain products will be excluded from the Discount Card scheme. In such circumstances, details of such excluded products will be available on our website www.morleynurseries.com (“the Website”) and stated within this document.
- 1.4 By using the Discount Card you indicate that you accept these Terms and that you agree to be bound by them. If you do not agree to be bound by these Terms, you may not use your Discount Card. If there is anything that you do not understand, please contact us via email accounts@morleynurseries.co.uk or call 01702 585668.
- 1.5 Morley Nurseries reserve the right to change these Terms by which the Morley Nurseries Discount Card is offered. Any such changes will take effect when posted on www.morleynurseries.co.uk and your continued use of the Discount Card shall constitute your acceptance to be bound by the latest Terms.
- 1.6 The construction, validity and performance of these Terms are governed by English law and you can bring legal proceedings in connection with these Terms exclusively in the English courts

2. MORLEY NURSERIES O.A.P DISCOUNT CARD

- 2.1 Discount Cards can be applied for in store at Morley Nurseries
- 2.2 When you receive your Discount Card, you will get access to the Discount Card prices as well as exclusive offers and special promotions. Some offers will only be promoted to customers

who have opted in for email marketing communications from Morley Nurseries. Some Discount Card offers cannot be used in conjunction with sale, clearance, multibuy or other offers and cannot be redeemed against purchasing gift cards, gas hire or anything related to the Morley Tearoom ("Excluded Purchases"). Where the Discount Card cannot be used in conjunction with Excluded Purchases this will be stated on our website or in store, as applicable.

- 2.3 In order to apply for a Discount Card, you must provide your name, contact details, and a form of ID.
- 2.4 If you need to change any of the details you have registered with your Discount Card, please notify us of the changes you require at: accounts@morleynurseries.co.uk or by telephone 01702 585668. Replacement cards will be issued upon request. Please note that it is your responsibility to notify us of any changes to your details.
- 2.5 A Discount Card can only be registered in the name of the individual who is at the UK retirement age (Women 60 and Men 65).
- 2.6 A Discount Card remains the property of Morley Nurseries.
- 2.7 Only one Discount Card can be registered per individual/to whom it has been issued to. It is not transferrable and no more than one card will be issued to any person at any time.
- 2.8 The Discount Card is valid for 3 years from the date of issue. When your Discount Card has or is due to expire, you can renew it at the Morley Nurseries Information Desk.
- 2.9 The Discount Card should be signed by a Director of Morley Nurseries. Unsigned cards will not be accepted.
- 2.10 The Discount Card should be presented at the point of purchase, before the transaction commences. If you do not present the physical Discount Card, you will not be able to receive discount and will have to either pay the full marked retail price or not proceed with the transaction.
- 2.11 Once the Discount Card has been issued:
 - i. It cannot be used as a credit card, debit card or a cheque guarantee card
 - ii. It cannot be resold, transferred, exchanged for cash or traded to you
 - iii. It does not hold an monetary value
- 2.12 The holder of the card will receive 10% discount on selected items on Wednesday at Morley Nurseries
- 2.13 The holder of the card is entitled to a maximum of 5% discount of garden buildings.
- 2.14 The discount WILL NOT be applied to items outlined below:
 - i. Items already discounted in sale or other seasonal promotions as stated above
 - ii. Pet & Aquatic foods and/or accessories
 - iii. Anything in relation to the Tearoom e.g. food, drinks, jams, chutneys, gift items etc.
 - iv. Gift Vouchers
 - v. Calor Gas as stated above.
 - vi. Delivery charges
- 2.15 Morley Nurseries reserve the right to refuse to honour discount at any time for any reason.
- 2.16 Morley Nurseries can refuse to offer discount due to new ownership or acquisition

3. LOST, THEFT OR DAMAGE

- 3.1 It is your responsibility to immediately report any loss, theft, fraudulent or unauthorised use of your Discount Card by emailing accounts@morleynurseries.co.uk

- 3.2 In the event of loss, theft, fraud or other unauthorised use of your Discount Card, or if your Discount Card is damaged or malfunctions, we may, at our sole discretion replace your Discount Card. We cannot be liable for the misuse, loss or damage of your Discount Card
- 3.3 The Discount Card will not be accepted if defaced or appears without a valid reference number
- 3.4 We reserve the right to charge a fee of £5.00 for each replacement Discount Card.
- 3.5 If you subsequently find or retrieve a Discount Card which you had previously reported lost or stolen, you must notify Morley Nurseries immediately in accordance to clause 3.1 above.

4. COMPLAINTS PROCEDURE

4.1 We aim to deal with all complaints as effectively and fairly as possible. If you wish to make a complaint regarding any element of the Discount Card Scheme please contact us. Key contact information below:

- i. By email: accounts@morleynurseries.co.uk
- ii. By phone: 01702 585668
- iii. By post: Morley Nurseries, Southend Road, Great Wakering, Essex, SS3 0PU

5. DATA PROTECTION

5.1 When you are signing up for a Discount Card, if you have opted in for email communication, you consent to be contacted by Morley Nurseries to receive marketing information applicable to the Discount Card. Information regarding personal information will be solely used for the purposes of administering the Discount Card Scheme and will not be passed onto any third parties. Further information is detailed in our Privacy Policy

6. VARIATION AND CANCELLATION

6.1 If at any time you wish to cancel your Discount Card you may do so by returning your Discount Card to our Information Desk at Morley Nurseries.

6.2 We reserve the right, at any time and without notice, to:

- i. Amend, waive any provision of these Terms from time to time; and/or
- ii. terminate the Discount Card Scheme; and/or
- iii. decline to issue Discount Cards; and/or
- iv. on reasonable grounds, withdraw or cancel Discount Cards, where reasonable grounds shall include (but not limited to):
- v. any abuse or attempted abuse of the scheme; and/or
- vi. any use or attempted use of a Discount Card in a manner which is contrary to these Terms; and/or
- vii. any reasonable suspicion of dishonesty we may have on your part in connection with the Discount Card Scheme

If you require further information, please contact Morley Nurseries via the below:

Morley Nurseries (Wakering) Ltd
Southend Road
Great Wakering
Essex
SS3 0PU

Tel: 01702 585668

Email: accounts@morleynurseries.co.uk