

Reserve and Collect – Terms and Conditions

1. ABOUT TERMS AND CONDITIONS

1.1 This Website and Reserve and Collect are provided by DFDS A/S. When we refer to “you” and “your” we mean the user of our Website and/or Reserve and Collect.

1.2 These are the Terms which apply to your use of our Website and your use of Reserve and Collect and by using our Website and/or Reserve and Collect you agree to be bound by these terms. If you do not agree to these Terms you cannot use our Website or Reserve and Collect. Please read these Terms carefully and make sure that you understand them before using the Website or Reserve and Collect.

1.3 These Terms will apply to any contract between us which is formed when you access our Website and/or when you use Reserve and Collect.

1.4 These Terms only apply to your viewing of this Website. If you use one of the links on this Website to visit one of our partner websites, then please note that you’re viewing of these websites and any purchases made through them will be subject to separate terms and conditions.

1.5 When the following words with capital letters are used in these Terms, this is what they mean:

“Privacy Policy” our privacy policy.

“Products” any of the products featured on our Website or included in a reservation;

“Reserve and Collect ” the reservation service offered by us via our Website which allows you to reserve Products for collection at our stores;

“Terms” these terms and conditions and the other documents referred to in it, including our Privacy Policy

“Website” our website at www.dfds.com ; and

"writing" or "written" this will include e-mail unless stated otherwise.

2. RESERVE AND COLLECT

2.1 Reserve and Collect is available to all passengers travelling from eligible ports where one of our stores is located. You can find details of the stores offering Reserve and Collect on the Website.

2.2 Payments for Products reserved via Reserve and Collect will take place when you collect the Products from our stores. Please see clause 11 below for further information on payment.

2.3 Reservations can only be commenced and finalised between one (1) month and twenty four (24) hours prior to the date and time of your departure. Reservations made any sooner or later than this will not be accepted by us.

2.4 After completing a reservation via Reserve and Collect, you will receive a Confirmation Email from us acknowledging that we have received your request for a reservation and we will assign you a reservation number. Please quote your reservation number in all subsequent correspondence with us relating to your reservation.

2.5 When using Reserve and Collect, please ensure that the reservation details are complete and accurate before you submit the request for a reservation. If, after placing your reservation request and before receiving your Reservation Email, you realise that you have provided us with any incorrect information or you wish to amend your reservation, you can do so by directly contacting the store you have made your reservation in:

- dunkerquedutyfree@dfds.com, or
- calaisdutyfree@dfds.com

2.6 Your reservation can be amended at any time up to 24 hours before collection, or beyond that, instore when you are collecting your reserved goods.

2.7 The Confirmation Email is not a binding offer of you purchasing the reserved goods nor is it a binding offer for DFDS to sell the goods to you. By making a reservation you are only reserving the Products for collection in store in accordance with these Terms.

2.8 You can cancel your reservation at any time.

2.9 We reserve the right to cancel your reservation in whole or in part for any reason at any time. Where we cancel any reservation, we will try to notify you of this.

2.10 For the avoidance of doubt, the completion of the contract between you and us will take place when you pay for and collect the Products in store and only then. Title and right to dispose to any Products you reserve via Reserve and Collect shall only pass to you when you collect and pay for the Products in the store.

3. PRODUCTS

3.1 The images of the Products and any packaging (if applicable) on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products and/or packaging. The Products may vary slightly from those images.

3.2 The packaging of the Products may vary from that shown on images on our site.

3.3 All Products shown on our site are subject to availability and any duty free restrictions. We will try to inform you via Email if the Products you have reserved are not available. We take no responsibility if you are not informed by email.

3.4 The range of Products offered on our Website and in our stores (including any of the products that may have been confirmed to you as reserved) is subject to change without prior notice and we reserve the right from time to time, to withdraw or cease to make available any or all of the Products from our Website.

4. PRICE

4.1 All prices shown on the website are those available in store today. We take all reasonable care to ensure that the prices of Products shown on the Website are correct and up to date. However, until 24 hours before your venue in our stores, if we discover an error in the price of the Products you reserved, please see clause 4.2 for what happens in this event.

4.2 Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have reserved we will try to inform you in writing of this error and we will give you the option of continuing with the reservation of the Products at the correct price or cancelling your reservation. If we are unable to contact you using the contact details you provided during the reservation process, we will treat the reservation as cancelled and notify you in writing.

4.3 We reserve the right to make changes to the prices of the Products from time to time but (except where the changes are due to incorrect pricing as per 4.2)

4.4 The Reserve and Collect price promise guarantees you the best deal when purchasing Products from us. If, when you collect the Products, they are included in a promotional offer or have been discounted in the store on the date of collection, you will be charged the lower of

(a) the price of the promotional offer or discount; or

(b) the price stated in your confirmation email.

This only applies to Products that have been reserved and does not apply to products which have been added to the basket within the store.

5. SECURITY

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on the Website. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding the Website that comes to your attention.

6. CHANGES TO THESE TERMS AND CONDITIONS

6.1 We reserve the right to amend these Terms from time to time. Any such changes will take effect when posted on our Website and it is your responsibility to read the Terms each time you use our Website.

6.2 If we make any changes to our Terms while you have an open reservation with us, we will inform you using the contact details you provided during the reservation process.

7. AVAILABILITY OF THE PRODUCTS AT TIME OF COLLECTION

7.1 Your reservation shall automatically be cancelled and the Products returned to the store for general sale if you do not collect the Products within 24 hours of your collection date stated in your Confirmation Email.

7.2 To ensure the availability of Products in store which are included in promotional offers, there may be restrictions on the number of certain promotional Products you can reserve. Where any such restriction applies, this will be stated on the Website and you will not be able to reserve more than the permitted number of Products.

7.3 Availability of Products varies from store to store and details of Products available for reservation (where Reserve and Collect is operating) are shown on the Website.

7.4 When you collect the Products, we reserve the right to limit the number of a particular product we sell to you or to cancel your reservation if the products are not available at the time of collection.

7.5 We shall not be liable to you where circumstances arise whereby the Products you have reserved are not available or cannot be purchased on the date of your collection.

7.6 The Products will be your responsibility once you have collected them and you will own the Products once we have received payment in full.

8. RESTRICTIONS

8.1 Some of our Products have a minimum age requirement (for example those containing alcohol), and by reserving any of these Products you confirm that you are the required age. We are not allowed by law to supply these restricted products to you if you do not meet the age requirements. If you are underage please do not attempt to reserve these Products. You or any person nominated by you will be required to provide proof of your age when you collect the Products.

8.2 All reserved goods are subject to any applicable customs regulations for duty free status that is in place upon the time you pick up the goods in the stores and is part of your allowed quantities etc. Knowledge of and adherence to any indirect tax, excise or customs regulations is your sole responsibility and DFDS cannot be held accountable here fore in any way or form.

Details of your personal allowance when entering Great Britain can be found at the following link: <https://www.gov.uk/bringing-goods-into-uk-personal-use>

9. IF THE PRODUCTS ARE FAULTY

As a consumer, you have legal rights in relation to Products that are faulty or not as described and these are laid down in the consumer legislation. The applicable law is the one in force at the country of Collect.

10. PAYMENT

10.1 You are not obliged to purchase any of the Products you have reserved with us using Reserve and Collect. If you change your mind when you come to collect the Products you may choose to cancel your reservation (in full or partially) or to replace the Products with any other items which are currently available in store, at the price shown in-store (as per 4.4). . If you no longer wish to purchase the Products, you can cancel your order at any time via any means (e-mail or letting a member of staff know instore)

10.2 We accept payment in store in Euro or Pounds Sterling, plus most major credit and debit cards. If you wish to pay in Pounds Sterling the conversion rate into Euro will be determined in accordance with our in-store exchange rate. Provided we can accept your type of credit or debit card, please be aware that your card provider may charge a different

conversion rate or conversion fees than any shown on the Website or in-store. The currency conversion shown on the Website is for indicative purposes only.

11. LIMITATIONS ON WARRANTIES AND LIABILITY

11.1 Subject to clause 11.3, we will use reasonable endeavours to verify the accuracy of any information on the Website but we make no representation or warranty of any kind, express or implied, statutory or otherwise regarding the contents or availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability and of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability for any kind of loss or damage from action take or taken in reliance on material or information contained on the Website.

11.2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes or any other activity not constituting private use, and we have no liability to you or any other for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3. We do not in any way exclude or limit our liability for:

(a) death or personal injury caused by our negligence; and

(b) fraud or fraudulent misrepresentation.

12. USE OF OUR WEBSITE

12.1 You are solely responsible for all activity whilst using our Website and for the security of your computing systems. You assume all liability for losses and damage incurred by us, except where such losses are due to a third party who is not known to you who deliberately misuse your log-on details.

12.2 We reserve the right to terminate your Website registration where you do not comply with these Terms or any applicable laws and regulations relating to the use of our Website. You may amend or cancel your Website registration at any time via the Website or by contacting our customer support team using the contact details in Clause 16 below.

12.3 You must not use the Website for any unlawful or fraudulent purposes. You must not misuse the Website by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not access without authority, interfere with, damage or disrupt the Website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the provision of the Website; or any equipment, software or website owned or used by a third party. You must not attack the Website via a denial of service attack.

12.4 Without prejudice to its other rights or remedies, we reserve the right to take legal proceedings against you for reimbursement of all costs or losses (on an indemnity basis) resulting from your breach of clause 12.3, and to disclose such information to law enforcement agencies as we reasonably believe is necessary.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.

13.2 An Event Outside Our Control means for the purpose of this clause any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, supplier default or delay, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a contract between you and us we will notify you as soon as reasonably possible.

14. YOUR RESTRICTIONS ON USE OF OUR WEBSITE

Subject to clause 15 below, you may not download, copy, use, make derivative use of or exploit for commercial purposes any proprietary or other information or content on our Website, including, but not limited to, any images, pricing or descriptions of the Products or any brand trademarks, trade names or logos. This includes any copies or derivative created for the benefit of a third party. Use of data mining, robots or any other kind of data gathering and/or extraction tools is strictly prohibited.

15. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

All intellectual property and other proprietary rights (i) in our Website and its content, and (ii) in any trademarks, trade names, domain names and product names used in our Website, are owned and expressly reserved by either DFDS, its licensors or brand owners providing the Products. Any use of such rights without express written consent of DFDS or the relevant brand owners is strictly prohibited.

16. HOW TO CONTACT US

If you have any questions about your reservation you can refer to your account or order details, or to the FAQ pages. You can contact our customer support by e-mail dunkerquedutyfree@dfds.com or calaisdutyfree@dfds.com

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 Any personal information you supply to us when you use our Website will be processed and used in accordance our Privacy Policy. By using our Website and/or using Reserve and Collect you consent to such processing and terms.

18. FEEDBACK

18.1 We welcome your comments and feedback regarding our Website, our services and as Product reviews. By submitting information in this way, you are expressly granting us an irrevocable and unrestricted licence to use, modify, reproduce, display and distribute such information for any purpose whatsoever at our sole discretion. You also waive any and all moral rights in such information. Unless required by law, we will not attribute such information to you without your prior written consent.

19. OTHER IMPORTANT TERMS

19.1 We may at our sole discretion transfer our rights and obligations under these Terms to another organisation.

19.2 Any reservation concluded pursuant to these Terms is made between you and us. No other person shall have any rights to enforce any of its terms.

19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.4. The Terms, as amended from time to time, constitute the access to our Website and use of Reserve and Collect we may provide you.

19.5. These Terms are governed by French law. The competent jurisdiction is the Tribunal Judiciaire located in Dunkirk.