

Terms & Conditions

These are the terms & conditions for Xexec and its agents, whose products and services are represented within this website and on other third-party web sites and marketing material. Whilst every effort is made to ensure the descriptions and pictures contained within these media and on gift vouchers themselves are a true reflection of the events or products, these do not form part of a contract. This does not affect your statutory rights.

1. Prices

Prices displayed on our website and in third party agent web sites and other marketing material are correct to the best of our knowledge and maintained on a daily basis. In the event of an order being placed against an accidental incorrect price, we will endeavour to inform the purchaser of the error within seven days of the purchase being made.

2. Availability

Xexec sell closed dated vouchers (expiry dates vary) and the recipient is free to purchase their preferred item within this time period. In order to avoid disappointment, we recommend that our customers book/purchase items/experiences well in advance and where appropriate DO NOT organise travel or accommodation until the booking has been confirmed by the operator.

3. Redemption

The process for using the voucher, card or token you have obtained will vary by brand. Terms that explain how to redeem, together with specific conditions that apply will be made available as part of your purchase. Xexec will not be held liable for costs incurred if you do not follow the procedure set out in these terms.

4. Validity

The Validity of vouchers vary depending on the retailer. It is your responsibility as the end user to check the expiry date (which should be printed on the vouchers) and ensure your voucher has been used by then. Vouchers cannot be extended or returned once issued.

5. Restrictions

Some of the vouchers may have restrictions, for example the voucher may not be valid during sale periods. If restrictions apply, these will be mentioned in the product description. Please abide by these restrictions as Xexec are not responsible for any event where the voucher is not accepted by the retailer due to restrictive periods. If you are unsure of the restrictions or have any questions, please email us on info@xexec.com with your query and we will advise you accordingly.

6. Cancellations

Once you redeem or purchase a voucher or book a specific date with an operator (for experiences) you are bound by their terms and conditions regarding cancellations. Once a date is confirmed with a supplier it may not possible to change this date unless the supplier deems this possible. Furthermore, we strongly recommend that you contact the operator on the day before your visit to ensure everything is in order. In the event of cancellation Xexec will not be held liable for the cost of lost insurance premiums, travel expenses, pre-booked accommodation costs or any other costs incurred.

7. Operators & Liability

Although Xexec has sought to select highly experienced operators to assist you with products and bookings, Xexec shall not be responsible for the safety standards or the quality or delivery of the experience, or any loss or damage suffered by you whilst participating in the “experience” for which the Operator shall be solely responsible. We do not undertake any technical examination of equipment, facilities or services in order to minimise personal risk.

The total liability of Xexec for any claim whatsoever in connection with the Xexec experience voucher or any experience shall be limited to the price paid for the voucher.

We have tried to ensure that the descriptions and images used on all marketing material are accurate. However, images are intended to give a general idea of the product described and do not form any contract between the purchaser and / or recipient and Xexec.

8. Exchanges and Refunds

All vouchers are non-exchangeable and non-refundable.

9. Privacy

Xexec collects, uses and in some cases, is responsible for certain personal information about you. When we do so we are regulated under the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) as well as national data protection laws. When we are responsible for your personal data, we act as a ‘controller’ of that personal information for the purposes of those laws. When we process your personal data on behalf of a third party, for example, a user’s employer, we act as a ‘processor’. Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we may collect from your employer or benefit provider in order for us to verify your access. Aside from the user data you provide to us pursuant to the commercial contract between us, we may collect, use, store and transfer different kinds of personal data about you which we may collect from you directly, from your company, from your company’s website or from publicly available internet resources or networks.

For both our users and our customers, such information may include:

- Identity Data: This includes your first name, last name,
- Contact Data: This will include your email address. As a user, if you purchase a voucher or redeem an offer through our website or as a customer contracting with us, Xexec may also collect information about you in order to process your order (which may include professional and/or personal contact details): telephone numbers (including mobile numbers);

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- To provide goods and services to you;
- To verify your identity;
- To enable Xexec to manage customer service interactions with you; and
- Where we have a legal right or duty to disclose your information (for example in relation to an investigation by a public authority or in a legal dispute).