# THE WOODMAN GRUBCLUB

## **TERMS & CONDITIONS**

These terms and conditions (the "**Terms**") govern your use of your Woodman GubClub Card. Please take the time to read and understand these Terms before using your Card. We also recommend keeping a copy of the Terms for future reference. If you do not agree to these Terms, please do not use the Card.

The GrubClub card & membership is issued and operated by The Woodman, 50 High Street, Farnborough Village, BR6 7BA

**Becoming a GrubClub Member:** Your GrubClub membership enables you to earn GrubClubPoints and redeem those points on certain purchases at The Woodman Pub.

To benefit for The Woodman Grub Club, you must be a resident of the United Kingdom aged 18 years or over.

You can become a member by completing our GrubClub Membership Form, membership will commence on receiving your GrubClubCard.

**GrubClubPoints:** GrubClubPoints can be accrued onto your card as soon as you receive it and make your first purchase.

Your membership can only be registered in the name of an individual and only one membership may be registered in the name of each individual.

**Using your GrubClub Membership:** You can use your GrubClubCard at The Woomdan Pub, 50 High Street, Farnborough Village, BR6 7BA. Your GrubClubPoints can be used in conjunction with any discount, privilege card or voucher but only when accruing points.

When redeeming GrubClubPoints, your GrubClubCard cannot be used in conjunction with any discount, privilege card or voucher.

**Earning and redeeming GrubClubPoints**: Points can only be earned/redeemed at the time of purchase and only if the card is presented at the time of payment. You will earn 1 point for each full meal purchased each point is equivalent to 5p. Points can only be accrued on food but can be redeemed on food & drink purchases. You can use your GrubClubPoints for full or part payment.

If you forget your card, we are unable to add your points onto your membership.

GrubClubPoints will be added onto your card automatically on each use. If this does not happen, please retain your receipt and we will investigate the error for you.

GrubClubPoints have no cash value. Redeemed points cannot be used again. Points can only be earned, held, and redeemed as set out in this agreement.

Any points obtained or used otherwise than in accordance with this agreement will be invalid and cannot be redeemed.

GrubClubPoints are personal to the individual member and cannot be pooled with points earned by another member and redeemed together. Only one member's GrubClubCard can be used at any one time or transaction. In order to redeem your points, you should present your GrubClubCard at the point of purchase and state to a team member how many points you would like to redeem.

A statement of GrubClubPoints balance can be supplied on request

**GrubClub Birthday Bonus**: As part of your membership application, you must supply your date of birth, this is to confirm you are over 18 but also allows us to issue you with a BirthdayBonus of 100 GrubClubPoints on or around the date of your birthday.

## Other GrubClub Membership benefits:

**Exclusive Events & Priority Booking:** As a GrubClub member you will be invited to exclusive event/supper evenings and receive advance invitations to pre-booked events. Invitations will be sent via email from <a href="mailto:grubclub@thewoody.co.uk">grubclub@thewoody.co.uk</a> so please check your spam settings/folder

**GrubClubCash:** You can use your GrubClubCard as a prepayment card, to load a cash value to your GrubClub Account you must 'purchase' credit at the bar, no discounts or benefits are available for monetary top-ups. There is no surcharge for this facility. See our WoodyWoucher section for further terms & conditions.

**Loss, Theft or Damage:** You should treat your GrubClubCard like cash in a wallet. If you lose your card or it is stolen, or if someone else accesses your membership through the card, you may lose any GrubClubPoints you have earned in the same way as if you lost your wallet. You should immediately report any loss or theft of your card or any fraudulent or unauthorised use of your membership to us on 01689 852663.

If your card is damaged or stolen or someone makes unauthorised use of your membership we may, at our sole discretion, replace your card and/or transfer any point/cash value stored on your card to a replacement card and/or re-credit any points redeemed without your consent.

Circumstances in which we may determine, in our sole discretion, that we will not replace your card and/or transfer and/or re-credit points include where we reasonably believe that the notified incident has been caused by your breach of this Agreement or if there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct in relation to your membership.

If we agree to replace your card, a replacement card will be arranged by us and made ready for collection at The Woodman pub.

We reserve the right to charge a replacement card fee for each replacement card in the event that you are issued with more than 2 replacement cards within any 6 month period.

**Card Acceptance:** The Woodman does not warrant or represent that your Gift Card will always be accepted. For example, in the unlikely event of a failure of IT and communications systems, we may not be able to accept Gift Cards as payment during such a system failure

**Expiry & Cancellation:** Your membership does not have an expiry date. However, your GrubClubPints are only valid so long as you have used your card to earn/redeem points in the past 24 months. If your membership has not been used in this way for 24 consecutive months we reserve the right to remove GrubClubPoints from the balance on your card.

We reserve the right to withdraw our GrubClub scheme at any time. Expired points cannot be transferred to a new card or redeemed or reinstated. You have the right to cancel your card at any point by returning it to The Woodman pub.

If you wish to cancel your GrubClub membership altogether, please contact us on 01689 852663. If you cancel your membership, you will lose the right to redeem all GrubClubPoints that are unused at the time of cancellation.

We may, on notifying you, forfeit all accrued points and/or suspend your right to collect/redeem points if you are in breach of this agreement, if we have reasonable grounds to suspect that you are engaged in fraudulent or other criminal activities relating to us or your card or if you supply false or misleading information to us.

**Complaints procedure**: Complaints regarding any element of your GrubClub membership should be sent in writing or by email to The Woodman, 50 High Street, Farnborough Village. BR6 7BA or <a href="mailto:grubclub@thewoody.co.uk">grubclub@thewoody.co.uk</a>

Compensation: Points earned through using your membership are not covered by any compensation scheme.

**Customer Services**: If you need assistance or if you have any enquiry relating to your Membership, you can contact us on 01689 852663.

**Data protection and privacy:** While registering to become a GrubClub, you will be asked to provide certain personal information, including your name, address, DoB and contact details. We are committed to maintaining the security of your personal information in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

The Privacy Policy will apply whenever you provide us with personal information. Liability of The Woodman Pub: The Woodman shall not be held liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, failure of network services and failure of data processing systems. Your rights as a consumer: As a consumer you have legal rights in relation to goods that are not of a satisfactory quality or fit for purpose and services not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in this agreement will affect these legal rights. Variation: We reserve the right to amend or waive any provision of this agreement from time to time and at any time, or to terminate the Almond Family pub loyalty program (and therefore your membership) on reasonable notice. You should check this page of the website from time to time to take note of any changes we make, as they are binding on you from the date that we make them.

Governing law: This Agreement is governed by English law

# WOODYWOUCHER GIFT CARD

## **TERMS & CONDITIONS**

These terms and conditions (the "**Terms**") govern your use of your WoodyWoucher Gift Card. Please take the time to read and understand these Terms before using your Gift Card. We also recommend keeping a copy of the Terms for future reference. If you do not agree to these Terms, please do not use the Gift Card.

The Gift Card is issued and operated by The Woodman, 50 High Street, Farnborough Village, BR6 7BA

**About WoodyWoucher:** The Gift Card allows you to upload a cash value onto your Gift Card which can be used to pay for Woodman products and services. The money loaded onto your Gift Card is only a pre-payment system for the goods and services The Woodman; it is not a credit card, credit line or deposit account. No interest, dividends or any other earnings will accrue on the money loaded onto your Gift Card. The Woodman will provide a physical gift card to the value of money uploaded.

**Purchase & Activation:** A WoodyWoucher must be purchased and a cash value uploaded onto your Gift Card, you must be aged 18 or over and a resident in the UK to purchase our gift card. The Gift Card can be used by UK residents aged 14 or over, but the purchase of certain products and services are subject to age requirements specified by law.

The card can be loaded with any value between £5 and £250. The maximum value which may be stored on a Gift Card purchased by you is £250. Gift Cards can only be topped-up at The Woodman.

**Using your Gift Card:** The monetary value on your Gift Card can be used as full or part payment for The Woodman products and services at 50 High Street, Farnborough Village, BR6 7BA

When you use your Gift Card, the cash balance on your Gift Card will be reduced by the full cash value of your purchase. You can check your account balance at The Woodman.

You must be present with your Gift Card when you make purchases at The Woodman.

The money uploaded to your Gift Card cannot be exchanged for cash or refunded to your credit card or debit card.

Any remaining balance will be stored on the Gift Card and may be used to pay, in whole or in part, for future purchases at The Woodman.

All money uploaded on your Gift Card will expire after 24 months of inactivity. Any balance left on the Gift Card after this date will be forfeited and cannot be refunded.

You should treat your Gift Card as cash for any purchases at The Woodman. You are responsible for any unauthorised payments using your Gift Card. Therefore please do not allow others to use your Gift Card. The Woodman is not liable for lost, stolen or damaged Gift Cards.

Gift Cards may not be sold, exchanged or used for any other purpose, except as specified in these Terms, without The Woodman's prior written permission.

**Rights Reserved:** The Woodman does not warrant or represent that your Gift Card will always be accepted. For example, in the unlikely event of a failure of IT and communications systems, we may not be able to accept Gift Cards as payment during such a system failure.

We reserve the right to correct or amend the remaining balance in your account if we believe that an invoicing or accounting error has occurred. If you wish to contest such a correction or amendment to your account balance, please email wwoucher@thewoody.co.uk

The Woodman reserves the right to refuse to accept a Gift Card or to limit the use of a Gift Card which it deems to have been tampered with, duplicated, damaged or which otherwise is suspected to be affected by fraud, misconduct or unauthorised use. The Woodman may withdraw or cancel your Gift Card or take any other action it may deem appropriate if it suspects fraud, misconduct or unauthorised use of your Gift Card. The Gift Card shall become invalid once cancelled and you will not be able to redeem the balance on your Gift Card.

The Woodman's liability to you in relation to these Terms shall under no circumstances exceed the final balance held on your Gift Card. These Terms set out The Woodman's entire liability to remedy any defect or default in the Gift Card. Save as is provided in these Terms, all warranties, representations, conditions and terms, whether express or implied, written or oral, as to the quality, condition or otherwise (including without limitation its merchantability and fitness for purpose) are hereby expressly excluded to the fullest extent permitted by law. Notwithstanding the above, nothing in these Terms shall affect your statutory rights.

The Woodman shall not be liable to any person for any claim, whether arising in contract, tort (including negligence) or otherwise, for consequential, economic, special or other indirect loss including (without limitation) losses calculated by reference to profits, business, cost of replacement goods, goodwill or income.

Nothing in these Terms shall exclude The Woodman's liability for personal injury or death caused by its negligence.

You agree to be liable for and to indemnify The Woodman (and its officers, employees, directors, shareholders, representatives, successors and assigns) and hold it harmless against all third party claims, demands and actions and in relation to all liabilities, losses, costs, charges, damages and expenses (including legal fees) incurred in relation to such claims, demands and actions, to the extent that such liability arises from breach of these Terms by you.

The Woodman reserves the right to amend these Terms at any time or withdraw the Gift Card on reasonable notice, such changes will be posted <u>here</u>. If you have registered your Gift Card, then we will notify you of any change, deletion or addition by email. The amended Terms will apply to your use of the Gift Card.

We reserve the right to withdraw our GrubClub scheme at any time. Expired points cannot be transferred to a new card or redeemed or reinstated. You have the right to cancel your card at any point by returning it to The Woodman pub.

We reserve the right to withdraw our WoodyWoucher Gift card scheme at any time. Should this be necessary any remaining credit will be held on account until suitable reimbursement can be made.

**Cancellation:** If you cancel any unused Gift Card, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day we receive back from you any unused Gift Card supplied, or (if earlier) 14 days after you provide evidence that you have returned the unused Gift Card, or if there was no Gift Card supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. You shall send back any unused Gift Card with the original packaging intact to the address below or hand them over to us without undue delay and in any event not later than 14 days from the day on

which you communicate your cancellation of the Gift Card to us. The deadline is met if you send back the Gift Card before the period of 14 days has expired.

Governing law: This Agreement is governed by English law