

Love Local Card terms and conditions of membership

1. Introduction

1.1 This page (together with the documents referred to on it) tells you the terms and conditions on which we supply Love Local Cards, and you become a member of the Love Local club (club). Further details regarding Love Local Card and the club can be found on our website www.lovelocalcard.com (our site). Please read these terms and conditions carefully and make sure that you understand them, before ordering a Love Local Card from our site and becoming a member of the club. You should understand that by ordering a Love Local Card, you agree to be bound by these terms and conditions.

1.2 You should print a copy of these terms and conditions for future reference.

1.3 Please click on the button marked "Click here to confirm you have read and agree to our terms and conditions and that you consent to us processing your data in accordance with our privacy policy" on the Love Local Card registration page on our site if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order a Love Local Card from our site, nor become a member of the club.

1.4 We reserve the right to amend these terms and conditions at any time by giving you notice by posting the amended terms and conditions on our site. However, please note that you will be subject to the terms and conditions in force at the time that you ordered a Love Local Card from us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

2. Information about us

2.1 We operate our site. We are Love Local Card, our registered office at 17 Bayham Road, Sevenoaks TN13 3XD.

3. Your status

3.1 By placing an order for a Love Local Card through our site, you warrant that you are legally capable of entering into binding contracts and you are at least 18 years old.

4. How the contract between you and us is formed

4.1 After placing an order for a Love Local Card, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to become a member of the club. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that a Love Local Card has been dispatched, or in the case of a digital card purchase, that payment has been accepted. The contract between us will only be formed when we send you a dispatch confirmation for plastic membership cards or a confirmation of acceptance of payment for digital only membership.

5. Term

5.1 The club is an on-going subscription service so your membership is continuous and your membership is renewed automatically at the end of each membership period. If you are a member issued with a plastic Love Local Card and have supplied an email address, we will send you an electronic reminder towards the end of your membership term to advise you of the details of the new subscription. Your renewal date is the expiry date printed on your Love Local Card. We will not be liable for any non-receipt of communication from us, including non-receipt of the renewal reminder. You are required to inform us if you change your correspondence address (both email and postal). If you do not want to renew your membership you should contact us by telephone on 07825581775 at any point within your membership period and no later than 7 working days preceding the expiry date of your current Love Local Card membership. The automatic renewal does not apply to gift purchases.

6. Consumer rights

6.1 You have the right to cancel your initial registration of membership with us within 14 days of your original purchase. This does not apply to subsequent renewals.

6.2 To cancel your membership, please call us on 07825581775 Monday to Friday 10.00am to 2.00pm. Upon cancellation you will receive a confirmation email; it is recommended that this is kept for your own personal records.

6.3

- i. Trial memberships - If you cancel your membership within the cooling off period, you will be entitled to a refund of your membership, less a pro-rata charge for the period of cover. Subject to any other statutory rights you may have, we do not provide refunds for any cancellations after the expiry of the cooling off period.
- ii. Plastic memberships - If you cancel your membership within the cooling off period, you will be entitled to a refund of your membership, less a pro-rata charge for the period of cover and our £10 administration charge, which is a genuine pre-estimate of the loss we will suffer in the event of a cancellation. Refunds will be subject to the return of your Love Local Card and any other items despatched as part of any promotion within 30 days of your cancellation. You will also be responsible for the cost of returning your Love Local Card and promotional item (if part of original purchase) in an unused condition and in the original packaging. Subject to any other statutory rights you may have, we do not provide refunds for any cancellations after the expiry of the cooling off period

7. Availability and delivery

7.1 You will receive your Love Local Card and membership documentation within 30 days of our confirmation of your acceptance as a member of the club, unless there are exceptional circumstances.

7.2 Once your order has been accepted we aim to despatch your Welcome Pack within 4 working days. If you do not receive your Welcome Pack you must contact us within 30 days to

request a replacement. If you do not contact us within the 30 days any replacement card that is issued will carry a £10.00 administration fee and be issued with the original expiry date.

Please note - If you are registering for a trial email only membership which is accessed via the email confirmation send to you, you will not receive a plastic card and terms 7.1 and 7.2 will not apply

8. Price and payment

8.1 The price of membership of the club will be as quoted on our site from time to time, except in cases of obvious error.

8.2 The cost for a replacement card should you require one will be £10.

8.3 Prices include VAT.

8.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you confirmation.

8.5 Payment must be by credit or debit card, or by such other method as we may agree from time to time. We will charge your credit or debit card when your order is placed.

9. Participating partners and use of your Love Local Card

9.1 On presentation of your Love Local Card, participating partners will offer discount to your bill (applying to everyone dining in the group; although, the relevant restaurant may place a limit on the maximum number of people per booking (please check our site for details)) or 2 for 1 across all courses order (the cheapest item from each course will be deducted from the bill).

9.2 Participating restaurants may exclude Fridays, Saturdays, all of December and bank holidays. Please check our site for further details. Mothers' Day, Fathers' Day and Valentines' Day are automatically excluded from the offer. Please refer to individual restaurant pages as other exclusions may apply.

9.3 If a participating restaurant has a telephone icon listed on its page on our site or in the membership guide, advance bookings must be made and Love Local Card must be mentioned.

9.4 Offers advertised on our site are only available to members who present a Love Local Card. Such offers are not available in conjunction with any other offers that participating restaurants may be running.

9.5 The expiry date of each Love Local Card will vary and will always be checked at each restaurant. Expired Love Local Cards are not accepted by participating restaurants. Love Local Cards and memberships are strictly non-transferable and can only be used by named members and their dining partners, up to the limited specified by participating restaurants on our site. Any attempted misuse of Love Local Cards may result in confiscation.

9.6 We will use reasonable endeavours to update our site to show the particulars of participating restaurants and the terms of their availability for participation in the club. Participating

restaurants may, however, be entitled to withdraw from the club or to change the terms and conditions of their availability after you have become a member and we shall have no liability for any such withdrawals or changes in terms and conditions or availability.

9.7 Members will have the benefit of any additional restaurants which join the club at a later date and any increase in availability of participating restaurants.

9.8 Our printed marketing material is intended as a guide of restaurants who are participating at the time of publication and, therefore, may not include all participating restaurants at any one time.

10. Our liability

10.1 Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable for the membership fee.

10.2 Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

10.2.1 loss of income or revenue;

10.2.2 loss of business;

10.2.3 loss of profits; or

10.2.4 loss of anticipated savings.

10.3 Nothing in this agreement excludes or limits our liability for:

10.3.1 death or personal injury caused by our negligence;

10.3.2 fraud or fraudulent misrepresentation;

10.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.3.4 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10.4 Where you purchase food from any participating restaurant, any losses or liability arising out of, or in connection with, such food shall be the relevant participating restaurant's liability. We accept no liability for any bad experiences or bad food at any of the participating restaurants. We will not become involved in any dispute between you and any restaurant.

10.5 We do not give any warranty for any goods or services accessed through, or displayed on, our site.

11. Written communication

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. Notices

12.1 All notices given by you to us must be given to The Director at alison@Love Local Card.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. Waiver

13.1 Failure by us to enforce any of these terms and conditions will not prevent us from subsequently relying on, or enforcing, them.

14. Severability

14.1 If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15. Third party rights

15.1 A person who is not party to these terms and conditions shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

16 Entire agreement

16.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions. We each acknowledge that, in entering into these terms and conditions, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.

17 Law and jurisdiction

17.1 This agreement shall be interpreted in accordance with the English law and subject to the non-exclusive jurisdiction of the English Courts.