

1. Introduction

- 1.1 This page (together with the documents referred to on it) tells you the terms and conditions on which we supply tastecard, Gourmet Society and Hi-Life Diners Club memberships (membership), and you become a member of the tastecard, Gourmet Society or Hi-Life Diners club (club). Further details regarding the memberships and the club can be found on our websites: www.tastecard.co.uk, www.gourmetsociety.co.uk, www.hi-life.co.uk and www.hi-life.ie (our sites). Please read these terms and conditions carefully and make sure that you understand them, before ordering a membership from our site and becoming a member of the club. You should understand that by ordering a membership, you agree to be bound by these terms and conditions. If you are a member of more than one club, these terms and conditions still apply.
- 1.2 You should print a copy of these terms and conditions for future reference.
- 1.3 We will use your personal data in the provision of your Membership to you, in accordance with our privacy policy. Please ensure that you read and understand our privacy policy.
- 1.4 Please understand that if you refuse to accept these terms and conditions, you will not be able to activate your Membership or become a member of a Club.
- 1.5 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 Sites. However, please note that you will be subject to the terms and conditions in force at the time that you activated your Membership with 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).
- 1.6 Purpose of the processing and the legal basis for the processing

In order for State Bidco to fulfil its contractual and customer obligations, there is a requirement to collect specific personally identifiable information relating to our customers. There are a couple of legal bases for the processing of such personally identifiable information. If you sign up on our website or one of our landing pages then personal information is processed on the basis that we have a legitimate interest in doing so.

For marketing communications, if you are an existing member we use the legitimate interest of provide marketing communications. However, you will always have the option of unsubscribing from these emails. If you are a new customer, you will be required to provide consent by checking an 'opt in' box. If you do you will always have the option to unsubscribe to marketing. If you do not you will only receive transactional emails and emails that you are required to be made aware of (e.g. updates to terms, privacy policy etc)

In other cases (for example, receiving employee benefits) we will be processing your personal information using the lawful basis of fulfilling a contract with the third party benefit provider or the employer.

- 1.7 Legitimate interests of the State Bidco or third party

State Bidco have a legitimate interest in further processing the information which is provided by customers at the point of sale for marketing purposes.

We may also use your information for other specific legitimate purposes such as:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have either explicitly consented to or we believe you have a legitimate interest in.
- To carry out our obligations arising from any contracts entered into between you and us.

- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

2. Information about us

The Memberships are operated by three different companies within The Dining Club Group Limited group of companies. tastecard is owned and operated Taste Marketing Ltd, a company registered in England and Wales under company number 05545626 and with its registered office at Birkby Grange, 85 Birkby Hall Road, Birkby, Huddersfield, HD2 2XB. The VAT number is 220 9026 46. Gourmet Society is owned and operated by Simard Limited, a company registered in England and Wales under company number 06655278 with its registered office at Fifth Floor, 9 Portland Street, Manchester, Lancashire, M1 3BE. The VAT number is 220 9026 46. hi-life is owned and operated by hi-life Diners Club Limited, a company registered in England and Wales under company number 03940640 with its registered office at Birkby Grange, 85 Birkby Hall Road, Birkby, Huddersfield HD2 2XB. The VAT number is 732 5194 41.

3. Your status

- 3.1 By activating your Membership through our Sites, you warrant that you are legally capable of entering into binding contracts and you are at least 16 years old.

4. Membership activation

- 4.1 You have been provided access to the Club by a third party and you therefore need to activate your Membership before you can use it. Please follow the instructions provided to you on the registration page sent via email.

5. Term

- 5.1 Your Membership does not automatically renew. Where the third party providing the Membership is your employer (either directly or indirectly), Membership applications may be subject to approval from such third party before being issued and may be cancelled if salary deduction is not possible.
- 5.2 Where you have a plus Membership (+ Membership) or have upgraded to a + Membership, your + Membership will expire on the same date as your Membership. If you upgraded to + Membership after your Membership had already begun, your + Membership will still expire on the same date as your Membership. Save where your +Membership is an employee benefit provided by your employer (either directly or indirectly) (Employee Benefits), you have the right to cancel your + Membership within 14 days of activation providing the service has not been used. If you cancel your Membership in accordance with the cancellation policy described in our membership terms and conditions, your Membership and +Membership will be terminated also.

6. Consumer rights

- 6.1 Save for Employee Benefits, you have the right to cancel your Membership with us or with the third party placing the order on your behalf where appropriate within 14 days of Membership activation. From time to time certain promotions may have different requirements regarding the cancellation period. Specific cancellation policies will be detailed throughout the purchase process.
- 6.2 To cancel your membership, please call us on 0800 222 9207 Monday to Friday 9.00am to 5.00pm. Upon cancellation, you will receive a confirmation email; it is recommended that this is kept for your own personal records.
- 6.3 All calls may be recorded for training purposes. Should you wish to have the recording of your call provided to you then we would be able to accommodate this request. Please contact DPO@diningclubgroup.co.uk with the date and approximate time of the call and the telephone number from which the call was made. Once we receive the details we need to complete the task then we will endeavour to provide the recording within 30 days.

7. Price and payment

- 7.1 Payment has already been received by the third party who provided your access to the Club. No further payment is required from you save for a renewal carried out directly with us (i.e. a separate membership taken out directly with us) or if you upgrade your Membership.
- 7.2 The price of membership of the club will be as quoted on our site from time to time, except in cases of obvious error.
- 7.3 Prices include VAT.
- 7.4 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. Your membership and use at Participating restaurants.

- 8.1 On presentation of evidence of your Membership (either by way of a Membership card or one of our Apps), participating restaurants will offer a discount from your bill; although, the relevant restaurant may place a limit on the maximum number of people per booking (please check our Sites for details)). Please see our Sites for details of the discount and any restrictions for each participating restaurant.
- 8.2 Participating restaurants may exclude celebration days and bank holidays only. Please check our site for further details with possible exclusions including but not limited to Mothers' Day, Fathers' Day and Valentine's Day. Please refer to individual restaurant pages as other exclusions may apply.
- 8.3 Offers advertised on our Sites are only available to members who present evidence of their Membership. Such offers are not available in conjunction with any other offers that participating restaurants may be running, which may include set menus or any other menus other than the standard a la carte menu.
- 8.4 The expiry date of each membership will vary and will always be checked at each restaurant. Expired memberships are not accepted by participating restaurants. 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 the memberships may result in confiscation.
- 8.5 We will use reasonable endeavours to update our Sites 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.**
- 8.6 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.
- 8.7 Any 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.

9 Plus Benefits

- 9.1 Our plus benefits contains material submitted and created by 3rd parties. We exclude all liability for any illegality arising from or error, omission or inaccuracy in such material and we take no responsibility for such material.
- 9.2 We reserve the right to amend our plus benefits offers 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 claim an offer from the 3rd party.

- 9.3 We will use reasonable endeavours to update our plus benefits site to show the particulars of our featured offers and the terms of their availability. Participating offers and discounts may, however, be entitled to withdraw from our plus benefits or to change the terms and conditions of their availability after you have claimed the offer and we shall have no liability for any such withdrawals or changes in terms and conditions or availability, which must be resolved between you and the offer provider.

10. Our liability

- 10.1 Subject to clause 10.3, if we fail to comply with these terms and conditions, our liability to you will be limited to 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 receive services and/or purchase food from any participating restaurant, any losses or liability arising out of, or in connection with, such services and/or 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

All notices given by you to us must be given to The Operations Director at enquiries@tastecard.co.uk , info@gourmetsociety.co.uk, info@hi-life.co.uk. 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 10 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.