

**TERMS AND CONDITIONS OF THE HUNGRY GUEST (MARKET TOWN FOODS LIMITED)
MEMBERSHIP CARD SCHEME**

1. Market Town Foods Limited (trading as "*The Hungry Guest*"[®]) is a company incorporated under the Companies Acts with registered number 07265685 and whose registered address is at Martlet House E1 Yeoman Gate, Yeoman Way, Worthing, West Sussex, BN13 3QZ.
2. We have referred to these terms and conditions as the "**Terms**" throughout this document.
3. In these Terms, references to "**we**", "**The Hungry Guest**" or "**us**" shall mean Market Town Foods Limited, and references to "**you**" shall mean you, the member of *The Hungry Guest* membership card programme ("**Programme**"). References to "**the Website**" mean our internet website at <https://thehungryguest.com/>.
4. These Terms govern your membership of the Programme, your use of *The Hungry Guest* membership card ("**Membership Card**") and how percentage product discounts ("**Discounts**") may be obtained. If you apply for a Membership Card, you agree to be bound by these Terms by signing the form on the welcome pack, the back of your Membership Card and/or by using the Membership Card (whichever is earlier). The Membership Card is issued free of charge and carries a unique number. It must be registered at any outlet of *The Hungry Guest* before it is first used.
5. The Programme is open to any person aged 18 or over. We reserve the right to refuse or withdraw membership where we reasonably believe, at our sole discretion, that the Membership Card has been misused.
6. You must present your Membership Card at the time of purchase in order to claim the Discount.
7. The Membership Card entitles you to a Discount on purchases made at any café or retail shop outlet of *The Hungry Guest* (excluding at offsite events such as farmers markets and online. Full details of Discounts available and other benefits can be found at the [About Membership](https://thehungryguest.com/membership/) Website page (<https://thehungryguest.com/membership/>).
8. Certain purchases are excluded from the Programme. These include purchases:
 - at *The Hungry Guest* online
 - of *The Hungry Guest* gift vouchers

 - at *The Hungry Guest* pop up shops our other offsite outlets
9. We reserve the right to amend Discount percentages and exclusions from the Programme from time to time by posting details of the amendment on the [About Membership](https://thehungryguest.com/membership/) Website page (<https://thehungryguest.com/membership/>), which you are accordingly advised to review on a regular basis.
10. *The Hungry Guest* shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any of the following losses or damage (whether such losses or damages were foreseen, foreseeable, known or otherwise):
 - losses that were not foreseeable to both parties when the contract was formed;
 - losses that were not caused by any breach on the part of *The Hungry Guest*;

- loss of business profits, salary, business revenue, goodwill, or anticipated savings;
 - loss which could have been avoided by you through reasonable conduct; or
 - obvious errors and omissions in administering the Programme.
11. Nothing in these Terms shall exclude or limit in any way *The Hungry Guest's* liability for:
- death or personal injury caused by *The Hungry Guest's* negligence;
 - fraud or fraudulent misrepresentation;
 - 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;
 - defective products under the Consumer Protection Act 1987; or
 - any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
12. *The Hungry Guest* owns all Membership Cards. We accept no responsibility if your Membership Card is lost, stolen, damaged or destroyed and we shall not be obliged to provide a replacement or compensate for loss of any anticipated Discounts. It is your responsibility to notify us of any loss or theft of a Membership Card by contacting: *The Hungry Guest*, Customer Services, Middle Street, Petworth, GU28 0BE or by email: info@thehungryguest.com
13. Issue of the Membership Card is personal to the applicant. The Membership Card is not transferable. Membership Cards are not and cannot be used as a credit or a debit card, guarantee card or proof of age or identity.
14. *The Hungry Guest* is the data controller for the purpose of the UK GDPR (as defined by clause 3(10) of the Data Protection Act 2018). By "clicking to accept" these Terms on our Website or by signing the form on the welcome pack, the back of your Membership Card and/or using the Membership Card (whichever is earlier), you consent that we may process personal data that we collect from you in accordance with these Terms and the UK GDPR. *The Hungry Guest* is in any event entitled to process your personal data for the purposes of providing you with the Membership Card at your request.
15. *The Hungry Guest* may use information that you supply to us on enrolment to the Programme (such as your name and address), together with any information relating to your transactions and purchases made from *The Hungry Guest* and participation in the Programme for the purposes of:
- administering the Programme;
 - statistical analysis;
 - sending you news of our special events, offers, promotions and magazines ("**Marketing Information**") either by post, email, SMS or through any social network; and
 - market research
16. You can, at any time after you have consented to receive Marketing Information, opt-out of receiving any and all such information by contacting: *The Hungry Guest*, Customer Services, Middle Street, Petworth, GU28 0BE or by email: info@thehungryguest.com.
17. All communication that you receive from *The Hungry Guest* will have details of how to opt-out or unsubscribe from receiving Marketing Information in the future.
18. *The Hungry Guest* will only share your details with companies within *The Hungry Guest* group of companies, and businesses that assist with the operation of the Programme, such as

external IT suppliers. *The Hungry Guest* will not share your details with any other third parties without your explicit prior written consent. Your personal data will be held in the UK.

19. *The Hungry Guest* is a registered trade mark in the United Kingdom. We reserve our rights to all copyright, trade mark and design right which relates to the Website and our other advertising, Marketing Information and to the Membership Card.
20. We reserve the right to amend or terminate the Programme at our sole discretion. We reserve the right to vary or amend these Terms from time to time, and to cease or refuse to issue Membership Cards, or on reasonable notice terminate, withdraw or cancel Membership Cards at our sole discretion. We shall notify any changes to the Programme and/or the Terms on our Website.
21. These Terms shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms.