



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

The Hungry Guest Membership Card Programme

1. Market Town Foods Limited is a company incorporated under the Companies Act 2006 with registered number 07265685, VAT number 108 2611 44 and registered address is at Martlet House E1 Yeoman Gate, Yeoman Way, Worthing, West Sussex, BN13 3QZ.

References to “we”, “the Hungry Guest”, “Hungry Guest” or “us” shall mean Market Town Foods Limited, and references to “you” shall mean you, the member of the Programme.

2. We have referred to these terms and conditions as the “Terms” throughout this document.

3. These Terms in conjunction with the privacy policy govern: your membership of the Hungry Guest Membership Card programme (“Programme”) and how Hungry Guest Points (“Points”), and product discounts (“discounts”) that may apply from time to time, are collected and used. You must register your personal details in order to join the Programme and receive a Hungry Guest Membership Card (“Members Card”) on the Website or in store. You remain responsible for ensuring that your registration details are and remain correct.

4. If you apply for a Members Card online through our website at www.thehungryguest.com (the “Website”), you agree to be bound by and comply with these Terms by “clicking to accept” the Terms on the Website. In all other circumstances by signing the form on the welcome pack, the back of your Members Card and/or using the Members Card (whichever is earlier) (if applicable), you agree to be bound by and comply with the Terms. For clarity, any participation in the Programme is considered to be acceptance of the Terms. The Programme is open to any persons aged 18 or over.

5. We reserve the right to refuse, decline, cancel or withdraw a Members Card, Points and vouchers, in whatever form, and/or remove a member from the Programme at any time where we reasonably believe, at our sole discretion, that there has been:

- a) any abuse or attempted abuse of the Programme;
- b) any breach or attempted breach of these Terms (and/or any other terms on the voucher, if applicable); or
- c) any behaviour relating to the Programme that involves theft, misconduct, abusive or offensive behaviour, or fraud.

6. These Terms were last updated on 5 November 2014. We reserve the right to amend these Terms at any time by updating the Website. Members who continue to participate in the Programme following such a change will be considered to have accepted the updated Terms.

7. No staff member of Market Town Foods Limited or any associated companies, including those of any related parties to Market Town Foods Limited shall be entitled to a Members Card or be able to join the Programme. No existing or future wholesale customer of Market Town Foods Limited shall be entitled to a Members Card or be able to join the Programme. No customer who already benefits from any kind of discount on goods purchased as a one-off event such as a "barn door sale" or as an ongoing customer shall be entitled to a Members Card or to be able to join the Programme. Market Town Food Limited reserves the right to refuse any customer from joining the Programme on the basis that they already receive any agreed discount.

Points

8. You must present your Members Card at the time of a purchase (1) in order to qualify for Points under the Programme; and (2) to claim discounts associated with the Programme. In relation to purchases made on the Website please see clause 10.

9. Under the Programme, we will award you Points earned on qualifying purchases made at any Hungry Guest outlet, excluding offsite events such as pop up shops, farmers markets and online stores on the Website ("Listed Outlet"). Qualifying purchases are any purchases that are not excluded in these Terms. Your Members Card must be registered before activation. Membership cards can be activated in store or on-line at www.thehungryguest.com. You will need to register and activate your Members Card before you may use your Members Card.

10. Certain purchases are excluded from earning Points and from redeeming vouchers. These include the following purchases:

- a) purchases on the Website;
- b) purchases of Hungry Guest gift vouchers; and
- c) purchases at anywhere other than Listed Outlets.

Hungry Guest reserves the right to amend the exclusions on the above list from time to time by updating these Terms on the Website.

11. We will award 1 Point for every £1 that you spend on qualifying purchases when presenting your Members Card. We reserve the right to either increase or decrease the number of Points accrued on qualifying purchases, or to change how Points are accrued, from time to time and at our sole discretion, and we will notify you of any changes we make by updating these Terms on the Website.

12. Points have no value until converted into vouchers at the end of the Award Period.

13. Points cannot be backdated prior to the launch of the Programme (14 November 2014). If your Members Card is not presented at the time of the purchase then these can be added to your Members Card if you present your original receipt and Members Card at a till point in one of our Listed Outlets within 14 days of the original transaction.

14. If we refund you for purchases that attracted Points, we reserve the right to deduct these Points from your Points balance at any time.

15. You will not accrue Points on purchases that are fully paid for by redeeming a voucher. If you part-pay for a purchase by redeeming a voucher, you will only accrue Points on the balance of the purchase above the value of the voucher.

16. You can check your Points balance by calling +44 (0)1798 342 803, by emailing info@thehungryguest.com, by asking a sales adviser at a till point in a Listed Outlet.

Vouchers

17. Every six months we will calculate the number of Points that you have accrued. If you have earned enough Points, we will award you with voucher(s). Please see the table below for details of how your vouchers are calculated. If you have not earned enough Points then we will not award any vouchers. The value of any vouchers that we award you will be based on the number of Points that you accrued in the previous six-month period ("Award Period"). Award Periods end on 31 July and 31 January of each calendar year.

Redeemable Points	Voucher Awarded
2500 - 2999	£25
3000 – 3999	£30
4000 – 4999	£40
5,000+	£50

18. Your Points balance will revert to zero at the start of each Award Period. You cannot carry any Points over from one Award Period into the next.

19. We will send you any vouchers, within a reasonable period following the Award Period. We will send all vouchers to the most recent address that you have provided to us. It is your responsibility to ensure that we have the correct address. We are not responsible for vouchers once they have left our control and we are not responsible for delayed or undeliverable mail.

20. Legal title to all vouchers belongs to Hungry Guest and vouchers can only be redeemed at Listed Outlets. A voucher can only be redeemed by the person named on it or any additional cardholders of your Members Card only once and at its face value. Vouchers must be redeemed before the expiry date printed on them. Vouchers are subject to these Terms together with any additional terms printed on the voucher. If there is any inconsistency between these Terms and any terms printed on any voucher, then these Terms shall prevail.

21. Any voucher is for your personal and non-commercial use in the UK only and you will not resell/republish any vouchers.

22. Subject to clause 24, the Hungry Guest shall not be liable to you in contract, tort (including negligence), breach of a 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):

- a) losses that were not foreseeable to both parties when the contract was formed;
- b) losses that were not caused by any breach on the part of the Hungry Guest;
- c) loss of business profits, salary, business revenue, goodwill, or anticipated savings;
- d) loss which could have been avoided by you through reasonable conduct; or
- e) obvious errors and omissions in administering the Programme.

23. Subject to clause 24, Hungry Guest's total liability to you in respect of all losses arising under or in connection with the Programme, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the value of any vouchers awarded to you during the previous Award Period.

24. Nothing in these Terms shall exclude or limit in any way Hungry Guest's liability for:

- a) death or personal injury caused by the Hungry Guest's negligence;
- b) fraud or fraudulent misrepresentation;
- c) 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;
- d) defective products under the Consumer Protection Act 1987; or
- e) any other matter in respect of which it would be unlawful for us to exclude or restrict liability.

25. Hungry Guest owns all Members Cards and vouchers. However, any vouchers are solely your responsibility. We are not responsible for lost or stolen vouchers. It is your responsibility to notify us of any loss or theft of a Members Card by contacting: the Hungry Guest, Customer Services, Middle Street, Petworth, GU28 0BE or by email: info@thehungryguest.com.

26. If your Members Card is cancelled for any reason, your Points will also be cancelled and no voucher, or any other financial or other benefit, will be issued in respect of them.

27. You cannot transfer Points to another person, including any Programme member, unless they are additional holders of the same Members Card.

General

28. 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, at our sole discretion. We shall notify you of any changes to the Programme and/or the Terms by updating the information on our Website.

29. A person who is not a party to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

30. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

31. If any provision of these Terms is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms are not affected.

32. 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.