

Matt and Cat's Dining Club

Terms and conditions for Venues

Definitions

- i. 'M+C' means Pinkeye Graphics Ltd, trading as Matt and Cat's Isle of Wight Eating Out Guide.
- ii. 'MCDC' means the Matt and Cat's Dining Club scheme operated by M+C.
- iii. 'Venue' means restaurants, cafes and other partner establishments and bodies who may offer discounts and promotions to members as part of the MCDC; and the owners, staff and management of those.
- iv. 'Offer' is any offer, discount or promotion which a Venue agrees to give to Members who are in possession of a valid Card.
- v. 'Member' means an individual who is accepted into the MCDC as a cardholder.
- vi. 'Card' means the card issued to members of the MCDC.
- vii. The 'Fee' is the money charged by M+C to Members in exchange for membership of the MCDC.

Terms and conditions

1. Venues will submit Offers to be included in the MCDC, and M+C will promote accepted Offers to members of the MCDC.
2. M+C requires Venues to provide high quality and long lasting Offers which are available for at least six months. Shorter promotions and one-off events can be promoted separately to Members by special arrangement with M+C, but will not normally be accepted as Offers.
3. When using a Venue and upon presentation of the Card, Members shall be entitled to the Offer associated at that time with that Venue.
4. There will be no charge to a Venue for participating in the MCDC.
5. Unless the Offer states otherwise, the Offer will apply to the Member plus up to one other person.
6. The Member must present the Card in person to receive the Offer: no other person can use the card in the absence of the Member, and if the Member does not have a valid card the Venue shall not make the Offer available to them.
7. The Card is the only acceptable proof of membership. No other document, proof of payment or correspondence shall be accepted. In particular, if the Card is mislaid or forgotten the Venue shall not undertake to make any checks or enquiries about membership, nor will M+C issue membership information in response to such

enquiries.

8. The Venue is not required to honour the Offer if the Card is not presented prior to ordering. Members are instructed that staff must be made aware of the Card before ordering.
9. The participation of a Venue in the MCDC does not imply or suggest any endorsement of the Venue by M+C. In particular Venues agree and accept that participation in the MCDC has no effect on any existing or future reviews or visits that Matt and Cat might make in connection with the Venue.
10. Offers will be accepted as a part of the MCDC only after consideration and approval by M+C. M+C will accept or decline Offers at their absolute discretion.
11. Venues may apply for their Offers to be altered or added to at any time, and M+C may from time to time publicise any such changes to Members.
12. M+C may at any time cease to promote an Offer, and will make efforts to inform the venue accordingly if so.
13. Any Venue may at any time cease to provide an Offer and will make efforts to inform M+C accordingly if so.
14. Offers may be subject to their own specific terms and conditions. M+C are not responsible for products and services from third party suppliers including Venues. These are offered according to that supplier's terms and conditions.
15. Details of Offers will from time to time be published on the mattandcat.co.uk website, however M+C do not guarantee to promote or publish any Offer at all times.
16. The Card does not guarantee Members entry to any Venue and the management of each establishment retains the right to refuse entry or service. A participating establishment may require further identification from Members.
17. M+C view the MCDC as a long-term commitment. However, M+C may terminate the scheme without notice, and may vary the Terms & Conditions of the MCDC at any time without notice. M+C will endeavour to notify members of any significant changes to the MCDC at least seven days prior to changes being made.
18. M+C may withdraw membership at any time from any Venue or Member found in breach of the terms and conditions of the MCDC, which will include attempts to use an out-of-date Card; attempts by a non-member to use a Card, and any dishonest or fraudulent use of the Card.
19. The Venue agrees that information they provide to M+C will be accurate and up to date. The Venue will without delay inform M+C of any change to that information.

20. By applying for membership of MCDC Venues consent to M+C creating, maintaining and updating data associated with the Venue and use of the Card. Such data includes all information provided by the Venue, names, contact details, usage and other details. Data will be updated and maintained in accordance with Data Protection legislation for the purpose of providing relevant information and services to the MCDC members.
21. Venues can at any time by informing M+C in writing or by email opt out of receiving promotional email or written communications. M+C may still communicate with individual Venues who have opted out in connection with their participation in the MCDC.
22. From time to time M+C may send Members and Venues special offers and details of promotions by M+C and others through the post and by email, including invitations to exclusive events, providing Venues or Members have not opted out of receiving such communications.
23. If M+C is sold or transferred to another individual, organisation or company, M+C will transfer all rights and obligations under these Terms & Conditions without the need for any further consent and may disclose or transfer all information held about members to a new owner. Such a disclosure or transfer will not alter the rights of participants in respect of the use that can be made of such information by such other individuals, organisations or companies. By participating in the MCDC, Venues agree to a transfer of such data should this situation arise.
24. M+C gives no warranty or guarantee with regard to any visit to a Venue, or purchase Members make from Venues. Venues agree that M+C shall not be responsible or liable for any loss or damage of any sort incurred as the result of participation in the MCDC; as the result of any goods or services that may be offered by M+C or its associates as part of the MCDC; or if, for whatever reason, the MCDC scheme or any part of it changes or ends.
25. M+C do not have and never intend to have any contractual involvement in Members' bookings or other dealings with Venues, and will not become involved in any dispute between a Member and any Venue.
26. The exclusions of liability set out in these terms and conditions shall not apply to any damages arising from death or personal injury caused by the negligence of M+C or any of their employees or agents.
27. These terms and conditions shall be governed by and construed in accordance with English Law. If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
28. The operator of the MCDC is Pinkeye Graphics Ltd, Registered office: 2 Somerville, East Hill Road, Ryde, Isle of Wight, PO33 1LU. Company No. 06390057.

Document version 0.9