

# Matt and Cat's Dining Club

## Terms and conditions for cardholders

### 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. 'Card' means the card issued to members of the MCDC.
- iv. 'Member' means an individual who is accepted into the MCDC.
- v. 'Venue' means restaurants, cafes and other partner establishments and bodies who may offer discounts and promotions to members as part of the MCDC.
- vi. 'Offer' is any offer, discount or promotion which a Venue agrees to give to Members who are in possession of a valid Card.
- vii. The 'Fee' is the money charged by M+C to Members in exchange for membership of the MCDC.

### Terms and conditions

1. Membership of the MCDC is open to individuals only.
2. Membership will run from the date of approval of the application to join the MCDC and will expire at the close of business on the date marked on the Card.
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. Unless the Offer states otherwise, the Offer will apply to the Member plus up to one other person.
5. 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 the card the Offer will not be available to them.
6. The Card is the only acceptable proof of membership. No other document, proof of payment or correspondence will be accepted. In particular, if the Card is mislaid or forgotten the Venue will not undertake to make any checks or enquiries about membership.
7. Existing Members may apply to renew their membership for a further period from one

calendar month prior to expiry.

8. The Fee will apply to any person applying to join the MCDC or to renew an existing membership, and this must be paid upon initial application or renewal application (whichever applies). M+C may alter the Fee at any time and will inform applicants or existing Members of any such change.
9. Upon successful application and receipt of the Fee, M+C will issue a Card to the member and the Card will become active once it is signed by that member. By signing the Card, members are confirming that they have read and understand the terms and conditions of the MCDC and that they agree to abide by them.
10. To ensure that the Offers that apply under the MCDC are passed onto Members at Venues, staff MUST be made aware of the Card prior to ordering. Failure to do so may result in Offers not being passed onto Members.
11. The participation of a Venue in the MCDC does not imply or suggest any endorsement of the Venue by M+C.
12. M+C may alter or add to the offers and discounts provided within the MCDC at any time, and will publicise any such changes to Members.
13. M+C will strongly encourage Venues to provide high quality and long lasting Offers, but M+C holds no responsibility or liability whatsoever for the Offers. The details of an Offer can change at any time at the discretion of the Venue. Offers provided by Venues are liable to change and members should check with Venues as to the detail and availability of such offers and discounts.
14. The MCDC cannot be used in conjunction with any other special offers, special events or other promotions.
15. The MCDC and all Cards remain the property of M+C at all times.
16. The Card is not transferable. A member may apply for a new Card if it is lost or stolen and the offers and discounts applicable at the time that the Card was lost or stolen will (at the sole discretion of M+C) be transferred to the new Card.
17. The MCDC is only open to persons aged 18 or over.
18. Cards cannot be transferred, swapped or exchanged for cash.
19. Members may resign membership at any time and without notice. Members doing so must return the Card to M+C. In such circumstances no refund or partial refund of the Fee will be given.

20. The Card is not a credit or charge card.
21. 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.
22. Details of Offers can be found on the [mattandcat.co.uk](http://mattandcat.co.uk) website, however all Offers are subject to availability and change at any time without notice. Further terms and conditions in relation to specific Offers may also be found on the website, and these will also form part of these Terms.
23. The Card does not guarantee Members entry to any Venue and the management of each establishment shall retain the right to refuse entry or service. A participating establishment may require further identification from Members.
24. The information on the M+C website and other promotional material is only for information purposes. M+C do not make any warranty or representation as to the accuracy or fitness for purpose of any material they publish or the reliability of the access to the website.
25. 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.
26. M+C may withdraw membership at any time from any 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, any dishonest or fraudulent use of the Card, and failure to provide accurate contact details. In such cases no refund will be made.
27. If, for whatever reason, M+C terminate the MCDC, M+C may at their sole discretion make a partial refund to Members which shall not exceed the most recent Fee paid by the Member.
28. The Member agrees that information they provide to M+C will be accurate and up to date. The Member will without delay inform M+C of any change to that information.
29. By applying for membership of MCDC Members consent to M+C creating, maintaining and updating data associated with the Member and use of the Card. Such data includes all information provided by the Member, name, 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.

30. Members 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 Members who have opted out in connection with their membership.
31. From time to time M+C may send Members special offers and details of promotions by M+C and others through the post and by email, including invitations to exclusive events, providing Members have not opted out of receiving such communications.
32. 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 becoming a member of the MCDC, members agree to a transfer of such data should this situation arise.
33. M+C gives no warranty or guarantee with regard to any visit to a Venue, or purchase Members make from Venues. Members 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, or as the result of any goods or services that may be offered by M+C or its associates as part of the MCDC. 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.
34. 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.
35. 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.
36. 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.