

## 1. Information on who we are and this agreement

1.1 These terms and conditions apply to The National Restaurant Gift Card (here after "**Gift Card(s)**") provided by The Restaurant Choice.

1.2 Gift Cards are issued by The Restaurant Choice, 63 Lower Hillgate, Stockport, Cheshire, SK1 3AW, United Kingdom. In this agreement "**We**", "**Us**" or "**Our**" refers to the relevant card issuer, or any of the organisations described in sections 1.2 or 1.3 acting on behalf of the card issuer. "**Consumer**" refers to the person buying and / or buying the Gift Card.

1.3 The production of Gift Cards and the technology systems required to operate the Gift Cards are provided by The Restaurant Choice (registered in The United Kingdom). The Restaurant Choice also provides customer support for Gift Cards as set out in section 9 below.

1.4 This document sets out an agreement between the Consumer of the Gift Card and Us governing the possession and use of the Gift Card. This agreement will last for a period of 18 months starting on the date that the Gift Card was activated. This agreement and all communications between you and us shall be in the English language.

1.5 These Terms and Conditions shall be sent via e-mail to any Consumer upon request.

## 2. Gift Cards

2.1 The Gift Card may be used to pay within a limited network of participating restaurants (here after "**Restaurant(s)**") which are listed on the website, for regular food and drinks. You are not permitted to use the Gift Card at restaurants outside the limited network of Restaurants listed on the website. Like any payment card, or vouchers, we cannot guarantee that a particular Restaurant will accept the Gift Card - please make a reservation at the Restaurant. You are recommended to keep track of your on-going balance and communicate this to the Restaurant at time of use.

2.2 By buying or holding the Gift Card, the Consumer automatically agrees Terms and Conditions.

2.3 The Gift Card is not covered by the Payment Services Regulations 2009 or the Electronic Money Regulations 2011. The purchase of a Gift Card is the purchase of a means of payment, it is not a deposit. You will not earn interest on the balance of the card.

2.4 The Gift Card and associated balance are valid for a period of 18 months from the date of activation. Your Gift Card will cease to be valid 18 months from the date of activation. On that date, the Gift Card will cease to function and you will not be entitled to use the card.

2.5 The value of the Gift Card is £20. The Gift Card will be activated immediately after purchase and the monies on the Gift Card will be available for use directly after activation.

2.6 Additional funds cannot be loaded onto the Gift Card after initial purchase.

2.7 Gift Cards cannot be combined with other promotions, gift cards, or price reductions.

2.8 In the event of promotions on the Gift Card, terms and conditions could differ from these Terms and Conditions. In that case, the terms and conditions of the specific promotion apply.

### **3. How to use the Gift Card**

3.1 A Gift Card may be used by the purchaser of the Gift Card or it may be given to another person as a gift, for free. It is not allowed to sell the Gift Card to someone else.

3.2 To use the Gift Card, the user must go to the website [www.nationalrestaurantgiftcard.co.uk](http://www.nationalrestaurantgiftcard.co.uk) prior to the visit or the day of the visit to the chosen Restaurant and follow the instructions.

3.3 We will be entitled to assume that you authorized a transaction when the Restaurant fills in its unique code into the mobile webpage of The Restaurant Gift Card, where there is a signed sales slip, or where relevant information is supplied to the Restaurant that allows it to process the transaction.

3.4 After receiving the instructions to proceed with the transaction, the transaction cannot be stopped or revoked. Please refer to Section 9 of this agreement for more information. We will deduct the value of the transaction in Pounds Sterling from the remaining balance of the Gift Card.

3.5 The Gift Card may be used in full or partial payment. In the case of partial payment, the person using the Gift Card will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card.

3.6 Normally, we will be able to support transactions 24 hours a day, 365 days a year. However, we cannot guarantee this will be the case, and in certain circumstances - for example a serious technical problem - we may be unable to receive or complete transactions.

### **4. Restrictions on use of the Gift Card**

4.1 A Gift Card may only be used for payment within a limited network of Restaurants. You must not use or attempt to use your Gift Card outside this network.

4.2 A Gift Card cannot be topped up after purchase.

4.3 A Gift Card cannot be used to withdraw cash at ATMs or at banks. The Gift Card is not designed to be used for mail order, Internet, or other non face-to-face transactions.

4.4 A Gift Card is not linked to a bank account and is not a cheque guarantee card, charge card or credit card, nor does it attract interest on the balance.

4.5 A Gift Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes.

4.6 Use of a Gift Card may be restricted without notice if suspicious, fraudulent or illegal activities are identified or suspected, if we believe you have not complied with these terms and conditions, or in event of exceptional circumstances that prohibit the normal operation of the Gift Card.

### **5. Managing your Gift Card**

5.1 The balance available on the Gift Card will be reduced by the value of each payment that is made using the Gift Card.

5.2 If any payment is attempted that exceeds the remaining value on the Gift Card, the transaction will be declined. If you know the remaining value on your Gift Card you may be able to make a partial payment to use this value and separately pay the difference by alternative means, such as with cash or different card.

5.3 You may check the available balance on your Gift Card visiting [www.nationalrestaurantgiftcard.co.uk](http://www.nationalrestaurantgiftcard.co.uk) and using the balance check service.

## **6. Keeping your Gift Card and details safe**

You are responsible for keeping your Gift Card safe. This means you must take all reasonable steps to avoid the loss, theft or misuse of the Gift Card.

## **7. Lost, stolen or damaged gift cards**

In case of loss, stolen, damaged, or non-authorized use of the Gift Card, so that the Gift Card cannot be used and redeemed, we are not held liable. We won't reimburse the amount on the Gift Card nor replace the Gift Card.

## **8. Transaction disputes**

8.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Gift Card.

8.2 Immediately after redeeming the Gift Card at the Restaurant, you are not bound to these Terms and Conditions anymore, but to the terms and conditions of the chosen Restaurant.

8.3. If we have reason to believe that you have acted fraudulently or with gross negligence based upon evidence available to us at the time, we will investigate the circumstances of the case, and may refuse to return the value of an unauthorized or incorrectly executed transaction until we have completed our investigation and are satisfied that you are entitled to redress.

## **9. Customer services**

9.1 All telephone enquiries in connection with a Gift Card should be made to Customer Services by writing an email to [cs@restaurantgiftcarduk.co.uk](mailto:cs@restaurantgiftcarduk.co.uk). The Customer Services team is available from 9am to 5pm, Monday to Friday. During these hours we will endeavour to resolve all enquiries within 3 hours.

9.2 Our normal business hours are Monday to Friday, 9am to 5pm. Correspondence by email received after the close of business on a particular day will be treated as having arrived at the start of the following business day.

9.3 If you wish to make a complaint in relation to your Gift Card you should, in the first instance, contact us using the details provided above and explaining the reason for your dissatisfaction. We will log your complaint and investigate it in accordance with our internal Complaints Procedure, once we have investigated your complaint we will issue you with a final response in writing.

## **10. Limitation of liability**

10.1 None of the organisations described in Sections 1.2 and 1.3 will be liable for any:

- Losses that were not foreseeable at the time of the purchase of the Gift Card
- Losses that were not caused by any breach on their part (each acting severally)
- Business losses and/or losses to non-consumers

In any event the liability of the organisations described in Sections 1.2 and 1.3 will be limited to the value loaded on the Gift Card at the time of purchase.

10.2 If you have used your card or allowed your Gift Card to be used fraudulently, in a manner that does not comply with these Terms and Conditions, for illegal purposes, or if you have allowed your Gift Card or details to be compromised due to negligence you will be held responsible for the use and misuse of the card. We will take all reasonable and

necessary steps to recover any loss from you, and there shall be no maximum limit to your liability except where relevant laws or regulations impose such a limit. This means you should take care of your Gift Card and details and act responsibly, or you will be held liable.

10.3 The Financial Services Compensation Scheme (FSCS) does not apply to this Gift Card product. This means in the event that the card issuer became insolvent, your Gift Card may cease to function and may become valueless, and you could lose the monetary value of the Gift Card. You will not be able to reclaim the money from the FSCS.

10.4 Although the FSCS does not apply to your Gift Card, the card issuer and its commercial partners will undertake reasonable endeavours to keep your money safe, including holding funds in designated client accounts. We take protection of your money seriously, and will be happy to discuss with you if you have any concerns or questions.

## **11. Your personal information**

11.1 We collect certain information about the user of the Gift Card in order to operate the Gift Card programme.

11.2 Your personal data will be processed by the organisation(s) described in Sections 1.2 and 1.3 of this agreement and their affiliates in order to administer the Gift Card and to deal with any enquiries you have about the Gift Card. In order to provide customer service and administer your Gift Card, we may utilise the services of data processors, and may transfer your data outside the UK. When we do this, we will take steps to ensure that your data is afforded the same level of protection as it would if your data was processed within the UK.

11.3 Unless you have provided your permission, your personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with the Gift Card scheme.

11.4 By purchasing or using the Gift Card, you are indicating to us that you agree to all the conditions in this agreement regarding the processing of your personal data. You have the right to request details of the personal information that is held about you, and you may receive this by writing to The Restaurant Choice, 63 Lower Hillgate, Stockport. Cheshire. SK1 3AW. United Kingdom.

## **12. Changes to these terms and conditions**

12.1 These terms and conditions may be changed or amended unilaterally by The Restaurant Choice at any time for legal, regulatory or security reasons or to enable the proper delivery of or to improve the delivery of the Gift Card scheme. If any changes are made they will be publicised online at [www.nationalrestaurantgiftcard.co.uk](http://www.nationalrestaurantgiftcard.co.uk).

12.2 Due to the nature of Gift Card programmes, it is impossible for us to contact each individual cardholder in the event of a change to these terms and conditions. It is therefore the responsibility of both the Gift Card purchaser and the recipient to check the website [www.nationalrestaurantgiftcard.co.uk](http://www.nationalrestaurantgiftcard.co.uk) regularly for changes to terms and conditions. We will assume that you have done so, and will be entitled to assume you have accepted any changes to these terms and conditions unless you notify us otherwise. We will deal with any such circumstances on a case-by-case basis.



THE  
RESTAURANT  
CHOICE

## Terms and conditions – The National Restaurant Gift Card

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### **13. Law and courts**

The law of the United Kingdom applies to these Terms and Conditions and the courts of the United Kingdom will deal with any legal proceedings between us.