

## PARTICIPATION FORM

You are now properly informed of the Exclusive Restaurant Offer. This means that you have received a brief description of the Exclusive Restaurant Offer, the conditions of participation for your restaurant and the Terms and Conditions for the consumer. You will find the Terms and Conditions applying to your participation to the Exclusive Restaurant Offer attached to this participation form.

YES, WE AGREE WITH THE TERMS AND CONDITIONS ATTACHED TO THE FORM AND WE AGREE TO PARTICIPATE TO THE EXCLUSIVE RESTAURANT OFFER.

Name of the restaurant \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

City \_\_\_\_\_

Phone number \_\_\_\_\_

Fax number \_\_\_\_\_

E-mail \_\_\_\_\_

Contact person \_\_\_\_\_

Function / Position \_\_\_\_\_

E-mail \_\_\_\_\_

Phone number \_\_\_\_\_

Restaurant account number / IBAN / BIC \_\_\_\_\_

Your participation to the Exclusive Restaurant Offer is free of charge. By signing this Agreement, you agree to our terms and conditions and automatic debit of the invoice amount from your account.

AGREED:

Location \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Please send this form to: [participants@restaurantoffer.co.uk](mailto:participants@restaurantoffer.co.uk)

## GENERAL TERMS AND CONDITIONS FOR PARTICIPATING RESTAURANTS

### 1. DEFINITIONS

#### **1.1 Gift Card(s)**

The Gift Card refers to the Exclusive Restaurant Offer and can be spent at one of the Participating Restaurants (defined below) for a 4 to 7 course tasting menu for 2 persons. The Exclusive Restaurant Offer has a fixed value of £85,99. The Exclusive Restaurant Offer offered by the Participating Restaurant should have a consumer worth of at least £140.

#### **1.2. The Restaurant Choice Limited**

The Exclusive Restaurant Offer is issued by: The Restaurant Choice Limited, 63 Lower Hillgate, Stockport, Cheshire. SK1 3AW, The United Kingdom.

#### **1.3. Participating Restaurant(s)**

By filling-in and signing the restaurant participation form the restaurant has agreed to being a Participating Restaurant of the Exclusive Restaurant Offer.

#### **1.4. Gift Card Holder(s)**

The customer in possession of a valid and activated Gift Card.

### 2. PARTICIPATION

2.1. The Participating Restaurant receives £58 for the Gift Card redeemed at that particular location from The Restaurant Choice Limited.

2.2. The Participating Restaurant will receive a financial overview each first week of the month from The Restaurant Choice Limited reviewing the previous month activities.

2.3. The amount due from the previous week to Participating Restaurants is paid out weekly, every Thursday. The amounts mentioned include VAT.

2.4. The Restaurant Choice Limited will only pay out the amounts that are properly approved / redeemed through the Gift Card system at the Participating Restaurants. Participating Restaurants are responsible for the proper redemption of the Gift Card at their location.

2.5. The transactions are conducted via web terminal, as described in the delivered manual.

2.6. A 48 hour cancellation policy is applicable for this promotion and cancellation must be confirmed by the restaurant to The Restaurant Choice Limited. The Restaurant Choice Limited will re-load the Gift Card if applicable.

### 3. TERMINATION OF THE CONTRACT

3.1. The duration of the participation for the Participating Restaurants last a minimum of 1 (one) year.

3.2. Subject to the following provisions of this article both parties agree on the duration of this Agreement. Once both parties sign this agreement, these terms and conditions will be enforced. It will remain in force for a period of 1 (one) year. The Agreement will be after this year automatically renewed for a period of one year unless either party gives written notice of termination 6 months prior to the end of the agreement.

3.3. A party is entitled to terminate this Agreement with immediate effect without further notice and without judicial intervention, if:

3.3.1. The other party has defaulted one or more of its obligations under this agreement, after having been given a reasonable term to fulfil these obligations after detailed notification;

3.3.2. Any parties have filled for bankruptcy or bankruptcy is filled upon via the proper legal processes;

3.3.3. The legal entity, which the company of the other Party is driven, the company is liquidated or the other party is terminated;

### 4. GUARANTEE THE RESTAURANT CHOICE LIMITED

4.1. It is the responsibility of The Restaurant Choice Limited to make sure the system of the Gift Card is functioning properly for Participating Restaurants.

4.2. Participant is responsible for ensuring a Wi-Fi connection or access to a smartphone is possible at all times in order for the participating restaurant to be able to redeem the gift card.

### 5. PROMOTION

Participating Restaurants will be presented and promoted with a clear description on the Gift Card website. The Restaurant Choice Limited has the right to use the brand and logo of Participating Restaurants on its website, its packaging, Gift Card(s) and other channels in order to promote the use of the Gift Card.

### 6. INTELLECTUAL PROPERTY

6.1. The Restaurant Choice Limited is exclusively entitled to all intellectual property rights third parties used in conjunction with Restaurant Gift Card. Nothing in this agreement shall transfer ownership of any intellectual property of The Restaurant Choice Limited to Participating Restaurants. All intellectual property rights in relation to the product (logos, trademarks, designs, drawings) are held by the supplier or suppliers. This agreement nor the delivery of Products to the Customer, causes any transfer of any intellectual property rights from one party to the other.

6.2. The Restaurant Choice Limited will not in any way claims intellectual property rights of the Participating Restaurants.

6.3. Participating Restaurant will not in any way claim the intellectual property rights of The Restaurant Choice Limited.

6.4. Upon termination of this Agreement, the Participating Restaurant shall return or destroy any material of The Restaurant Choice Limited in 15 working days.

### 7. CONFIDENTIALITY

7.1. Parties shall ensure that all information obtained and created by the other party, shall be kept secret. Anything reasonably considered as confidential will be kept secret, and all parties will properly educate their staff on the confidentiality of such information.

7.2. In the event of cancellation or termination of this agreement, the parties will return and keep secret all documents and information which can be considered confidential from either party. This confidentiality stays in force even after the termination of the agreement.