

Loyal to Fylde:
Terms and Conditions of Consumer Membership
Version 1.0 Updated: 08/09/18

1. Introduction

1.1 This page (together with the documents referred to on it) tells you the terms and conditions on which we supply Loyal to Fylde Loyalty & Rewards Card, and you becoming a member of the Loyalty & Rewards Programme (programme), Further details regarding Loyal to Fylde Card and the programme can be found on our website www.loyaltofylde.co.uk (our site). Please read these terms and conditions carefully and make sure that you understand them, before ordering a Loyal to Fylde Card from our site and becoming a member of the programme. You should understand that by ordering a Loyal to Fylde Membership, you agree to be bound by these terms and conditions.

1.2 You should print a copy of these terms and conditions for future reference.

1.3 Please click on the button marked "Click here to confirm you have read and agree to our terms and conditions and that you consent to us processing your data in accordance with our privacy policy" on the Loyal to Fylde Membership registration page on our site if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order a Loyal to Fylde Card from our site, nor become a member of the programme.

1.4 We reserve the right to amend these terms and conditions at any time and give you notice by posting the amended terms and conditions on our site. However, please note that you will be subject to the terms and conditions in force at the time that you ordered a Loyal to Fylde Membership from us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

2. Information about us

2.1 We operate our site. We are Averso Ltd. (registered in England and Wales with company number 10094164) trading as Loyal to Fylde (LTF).

3. Your status

3.1 By placing an order for a Loyal to Fylde Membership through our site, you warrant that you are legally capable of entering into binding contracts and you are at least 18 years old.

4. How the contract between you and us is formed

4.1 After placing an order for a Loyal to Fylde Membership, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to become a member of the programme. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that payment has been accepted. The contract between us will only be formed when we send you a confirmation of acceptance of payment for digital only membership.

5. Term

5.1 The programme is an on-going subscription service so your membership is continuous and your membership is renewed automatically at the end of each membership period. If you are a member issued with a Loyal to Fylde Card and have supplied an email address, we will send you an electronic reminder towards the end of your membership term to advise you of the details of the new subscription.

Your renewal date is always visible in your account details by logging into your account via our website. We will not be liable for any non-receipt of communication from us, including non-receipt of the renewal reminder. You are required to update your contact details if you change your correspondence address (both email and postal) via your account details by logging in through our website.

6. Consumer rights

6.1 You have the right to cancel your membership subscription at any time however, we will not be liable for any refunds. Your membership will continue to be active until the end of your annual term.

7. Availability and delivery

7.1 You will receive your Loyal to Fylde Card within 2-3 working days of our confirmation of your acceptance as a member of the programme, unless there are exceptional circumstances. In these cases we will contact you and extend your membership expiry date to accommodate.

7.2 If you do not receive your Card you must contact us after the above period to request a replacement. If you do not contact us within 10 working days of membership acceptance any replacement card that is issued will carry a £5.00 administration fee and be issued with the original expiry date.

8. Price and payment

8.1 The price of membership of the programme will be as quoted on our site at the time of purchase.

8.2 The cost for a replacement card should you require one will be £5.00.

8.3 Prices include VAT.

8.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you confirmation.

8.5 Payment must be by credit or debit card, or by such other method as we may agree from time to time. We will charge your credit or debit card when your order is placed.

8.6 Payments and subscription services are handled by one of our Third-Party Providers: ChargeBee and Stripe. Loyal to Fylde do not collect or hold your payment information.

9. Participating retailers and use of your Loyal to Fylde Card

To receive progress towards a valid offer, a valid Loyal to Fylde Card must be presented at the point of sale.

A valid card is:

1. In possession of the rightful owner.
2. Within a valid membership period – any expired cards that are scanned will produce an “expired” message on screen in which case the holder is not entitled to collect points.

9.1 Loyal to Fylde is not responsible or in control of the offers displayed on our website or App. This is a live-feed from each individual retailer. They choose to commit to their offers for a stated period of time and any disputes arising from them removing an offer, refusing progress or refusing a reward for any reason is between the consumer and the retailer.

9.2 Loyal to Fylde does not have the power to allocate or deduct points – please ensure that you are being rewarded the correct number at Point of Sale.

9.3 The offers advertised on our website or App are not available in conjunction with any other offer the retailer may be running unless they choose to allow it.

9.4 Participating retailers reserve the right to accept the Loyal to Fylde card on a discretionary basis should they doubt its validity.

9.5 We are not liable to provide a replacement Loyal to Fylde Card in the event it is dispossessed or cosmetically damaged. Replacements can be ordered via our website.

9.6 Loyal to Fylde is not liable for outdated discounts or misinformation that may appear online or on printed material as information may have been based on previous discounts.

9.7 The information we present online is used for information purposes only and the images for illustration purposes only. We do not make any warranty or guarantee of any material on this site.

9.8 We are not liable for the withdrawal of any participating retailers and Loyal to Fylde members have the benefit of additional participating retailers which may sign up at a later date.

9.9 Loyal to Fylde / Averso Ltd. directors and other representatives will not be liable for damages that could occur through connection with the Loyal to Fylde Loyalty & Rewards programme.

9.10 We are not liable for the welfare of Loyal to Fylde members or the experience that occurs at participating retailers. We will not be involved in relations between consumer members and participating retailers.

9.11 We are not responsible for the promotion of the over consumption of alcoholic beverages and we make all members aware of the 'Drink Aware' campaigns.

10. Our liability

10.1 Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable for the membership fee pro-rata.

10.2 Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

10.2.1 loss of income or revenue;

10.2.2 loss of business;

10.2.3 loss of profits; or

10.2.4 loss of anticipated savings.

10.3 Nothing in this agreement excludes or limits our liability for:

10.3.1 death or personal injury caused by our negligence;

10.3.2 fraud or fraudulent misrepresentation;

10.3.3 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; or

10.3.4 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10.4 We do not give any warranty for any goods or services accessed through, or displayed on, our site.

10.5 On occasion, we may fail to enforce one of the terms and conditions; this will not prevent us from subsequently enforcing them in the future.

11. Written communication

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. Waiver

12.1 Failure by us to enforce any of these terms and conditions will not prevent us from subsequently relying on, or enforcing, them.

13. Severability

13.1 If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14. Third party rights

14.1 A person who is not party to these terms and conditions shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

15. Entire agreement

15.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions. We each acknowledge that, in entering into these terms and conditions, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.

16 Law and jurisdiction

16.1 This agreement shall be interpreted in accordance with the English law and subject to the non-exclusive jurisdiction of the English Court.

