

# Nutwood Club

## General Terms and Conditions for Members

The Nutwood Club General Terms and Conditions are listed below. If you have any questions about these GTCs, or need help understanding any aspect of the Nutwood Club, please contact the Club administrator by emailing [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com)

### Definitions

1. The **'Company'** means Nutwood Pubs Ltd (UKCRN 06917649), a Company registered in England and Wales that has its registered office at 291 Green Lanes, London N13 4XS.
2. Nutwood Pubs Ltd is registered with the Information Commissioner's Office under reference number ZB324591. The Company's Data Protection Policy and GDPR statement are both available to view at [www.nutwoodpubs.com/privacy](http://www.nutwoodpubs.com/privacy).
3. **'Nutwood Club'** is a registered name belonging to the Company.
4. **'GTCs'** means these General Terms and Conditions. All definitions hereafter are given in the context of these GTCs.
5. **'Club'** means the Nutwood Club.
6. **'Members'** means individual persons confirmed by the Club as having registered through its online membership portal. The Club does not currently offer family, corporate or any form of group membership. The Club membership portal can be accessed by visiting [www.nutwoodpubs.com/club/members](http://www.nutwoodpubs.com/club/members).
7. **'Purchases'** means the purchase of (and payment for) any qualifying goods, services or accommodation.
8. **'Card'** means the NFT card that is provided to individual Members upon confirmation of registration, and by use of which Members may collect Points. While there is no charge for the initial Card, the Company reserves the right to charge a reasonable fee for replacing lost or stolen cards.
9. **'Points'** means the rewards offered to members for Purchases from any Nutwood venue, or from registered Club affiliate organisations. Points have no cash value, and can only be redeemed against subsequent Purchases from any Nutwood venue or registered Club affiliate organisation. A list of registered Club affiliate organisations is available at [www.nutwoodpubs.com/club/affiliates](http://www.nutwoodpubs.com/club/affiliates).
10. A **'Split'** transaction is one for which more than one person wishes to contribute to the total cost.
11. A sale has been **'Finalised'** once the bill has been paid.
12. **'Vouchers'** means the method by which the Club may, at its exclusive discretion, convert Members' Points to redeemable tokens for specific Purchases where an incentive offer (or offers) may apply; eg. special occasions or events.
13. **'Scheme'** means the mechanism by which the Club awards, manages and redeems Points and Vouchers.
14. A **'Collection Period'** is one calendar month.

### Points

1. Members must present their Club card when paying for Purchases in order to collect Points for a transaction. The current rate of Points awarded for a transaction is one (1) Point for every one pound (£1.00) spent. No fractions of Points are awarded for fractions of pounds.
2. Where a transaction is to be Split, and where one or more of those participating in the Split is a Member intending to redeem and/or collect Points, this can ONLY be done where individual items ordered are identified and applied to each person (or persons) individually. Only one Member can redeem and/or collect Points from one receipt. The alternative is for one Member alone to redeem and/or collect the Points, and for the participants to make their own separate arrangements with regard to discounts and/or the discount value of new Points awarded.
3. Points can be used to obtain discounts from future Purchases at the rate set by the Company from time to time. The current rate for conversion of Points to discount is one point equals ten pence (10p).
4. The Company may request suitable proof of identity when a Club card is presented in person, and reserves the right to refuse any Card where no suitable proof of identity is provided upon request.
5. Members who forget (or are unable) to present their Club card before the sale has been Finalised may have their Points added manually upon production of a valid receipt, providing the receipt belongs to the claiming Member and is based on their personal spend. Proof of payment may be requested in addition to a valid receipt.
6. Once a sale has been Finalised, uncollected points can only be claimed by contacting the Club Administrator in writing (see email address above) within 14 days of the original transaction date. Points may only be claimed in arrears at a rate of two valid transactions/receipts per day.

7. Members must present their Club card when paying for Purchases in order to redeem Points from their previous balance as a discount from the transaction. Points cannot be redeemed against a transaction once the sale has been Finalised.
8. If a Member chooses to redeem previously-collected Points as a discount from a transaction, the number of 'new' Points to be collected from that transaction is automatically calculated **before** the discount has been applied.
9. Points collected for a transaction cannot be redeemed against that same transaction.
10. Members will be required to quote their Club membership number and may be asked to provide supporting security information in order to collect Points on purchases made through any phone or online transaction; examples would include Nutwood Gift Cards, tickets or advance reservations for special events, Member-exclusive promotions, etc..
11. Points collected from registered Club affiliate organisations will be credited to the Club member's account once a suitable receipt has been presented – in person or by scanned image online – and verified by the Club administrator.
12. Points awarded by registered Club affiliate organisations on a discretionary basis will be credited to the Club member's account directly once the Club affiliate organisation has notified the Club administrator.
13. To be awarded Points, Members must spend above a certain amount on Purchases in a single transaction. The number of Points awarded may change and will vary depending on the nature of the transaction, the amount spent and where the transaction takes place. Information regarding how points are awarded can be found at [www.nutwoodpubs.com/club/points](http://www.nutwoodpubs.com/club/points) or by written request to [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com).
14. Where points can be collected through registered Club affiliate organisations, further terms and conditions may apply.
15. Points will not be awarded for non-qualifying Purchases, including certain pre-discounted items or one-off events (weddings, wakes, etc.), special promotions, 3<sup>rd</sup> party gift cards, donations to Nutwood-supported charities and good causes, service charges and gratuities. Other Purchases may also be excluded from the scheme from time to time at the discretion of the Club.
16. The Club may set a limit on the number of times points may be awarded for promotional items on which additional Points are available. Individual promotions may have different limits as communicated in their purchase conditions. Any participation in promotional offers above and beyond what could objectively be considered to be either reasonable consumer behaviour or for personal use may be considered to be an abuse of the Scheme.
17. Unless pre-authorized in writing, Members can earn a maximum of 10,000 points in any one Collection Period.
18. The Club is entitled to remove Points at any time if Purchases are reversed for any reason and a full or partial refund of the purchase price is given. This also applies to the exchange of products, unless the exchange is for products with an equivalent Points value.
19. Points awarded at the time of the transaction may be removed or cancelled if the Club determines that the Points were collected in breach of these GTCs or were awarded in error. For the avoidance of doubt, any advice or actions of our staff that is contrary to these GTCs will not have the effect of changing these GTCs.
20. Points have no stand-alone value unless and until converted into redeemable vouchers at the end of a collection period, and the decision to convert Points (in any quantity) to redeemable Vouchers is at the exclusive discretion of the Club.
21. The Club is under no obligation to award Points for any reason other than for qualifying transactions.

## Scheme

1. These GTCs are applicable across the Club Scheme and any participation confirms acceptance by the Member. Additional terms and conditions may be in place for optional elements of the Scheme, examples of which include, but are not limited to, themed and/or timed Voucher offers, special occasions and/or networking events, and offers through registered Club affiliates. Members participating in the optional elements of the Scheme will be considered as having accepted the additional terms and conditions.
2. The Card, Points and Vouchers, in whatever form, are issued by and remain the property of the Company which may, at any time, terminate the Scheme or alter or amend the GTCs of the Scheme.
3. All Club members must be resident in the UK and aged 18 years or over. The only exception being where Members are currently-serving members of Nutwood Pubs staff, wherein the lower age limit is reduced to 16 years and over.
4. Where Members have joined the Club as staff then cease to be members of staff without reaching the age of 18 years or over, their earned Points will either be converted to Vouchers or transferred to one other nominated Member, both at the exclusive discretion of the Company.
5. Members are only entitled to one Card account each. The Club reserves the right to refuse, merge or close accounts at any time and for any reason.
6. Members must be resident in the UK and must register with their personal details. New Members may be asked to provide proof of address before any Club-related mailings can be sent to their registered address by the Company. Similarly, the Company may need to verify any mobile phone number and/or email address given before communicating with the Member by telephone, text or email.
7. It is the responsibility of the Member to advise the Company of changes in any of their Registered details; postal address, mobile phone number, email address, etc.. The Club cannot be held responsible for any loss of Points or Vouchers incurred as a result of out-of-date details.

8. Member accounts that have not been used in two years, or where out-of-date details have not been updated for two years, will be removed and any Points or Vouchers forfeited.
9. Cards are not transferable, cannot be copied and can only be used by the named Member who is registered for the Card.
10. Club cards and Vouchers remain the responsibility of the Member, as do any security details relating to the account. The Club cannot be held responsible for any loss arising from the Member failing to ensure the safe-keeping of these items.
11. The Club may decline to issue, withdraw or cancel accounts, Cards, Points and Vouchers, in whatever form, and/or remove a Member from the Scheme at any time where there is reasonable belief of any abuse or attempted abuse of the Scheme; any breach or attempted breach of these GTCs and/or those relating to the optional elements of the Scheme; any behaviour relating to the Club or the Company that involves theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information.
12. Vouchers are valid for two years from date of issue and are accompanied by an expiry date, beyond which they cannot be used or reissued. Vouchers that are lost or mislaid may be reissued with the original expiry date, providing they have not previously been redeemed. Additional terms and conditions may be found on the reverse of the Vouchers.
13. Vouchers are for use by the Member; they can be used once and at their face value, only. Vouchers are the property of the Company and have no cash value. No change will be given where the Voucher value exceeds the total cost of the purchase.
14. Vouchers that are issued for a specific purpose or event may require a qualifying action and/or transaction; for example, where a Voucher is issued to promote a discounted 'two-for-one' offer, or for when a Voucher can only be redeemed on a certain date and/or time. In all such instances, full details will be provided with the issued Voucher.
15. Club Cards and Vouchers can only be used for Purchases from Nutwood Pubs, registered Club affiliate organisations and promotional partners that are part of the Scheme.
16. The Scheme is intended for personal and consumer use only. Cards and Vouchers cannot be used for any business transaction or purpose.
17. Club accounts, Cards, Points and Vouchers cannot be transferred, bought, sold or traded in any way.
18. Members can choose to leave the Scheme at any time. By leaving the Scheme members forfeit the right to any unused Points or Vouchers already accrued or issued.
19. Members who do not collect any Points for two years will be removed from the Scheme and will need to reapply for new membership should they wish to rejoin.
20. Members may inherit the Points and/or the points value of Vouchers of a family member who has died by providing a written request informing us of the membership details of the deceased.

## General

1. These GTCs replace all previous versions, are correct as of March 2023; they shall be governed by and construed in accordance with the laws of England, and any disputes will be decided only by the English courts. The Company reserves the right to change these GTCs at any time, on reasonable notice for legal, regulatory, business or policy reasons. Members who continue to participate in the Scheme following such a change will be considered to have accepted the updated GTCs.
2. A person who is not a party to these GTCs shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these GTCs, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
3. Due to printing lead times, GTCs published elsewhere may not reflect the most recent changes. These are the latest GTCs.
4. Where indicated, further information can be found online on our General Terms and Conditions (GTCs) page, by emailing [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com) or by calling the Nutwood helpdesk on **01763 299999**, Monday to Friday, between 9am and 5pm.

# Nutwood Club

## General Terms and Conditions for Partner Members

These GTCs for Partner Members ('Partners') should be read and understood **in addition** to the GTCs for Members.

- Definition:** A 'Partner' is defined as any employer organisation that commits to offering Nutwood Club membership as an employee benefit to some or all members of its staff, and which is given a Partner Code (name and/or number) as a means to identify itself and its chosen members of staff for the purpose of registration and reporting. Such members of its staff will be called 'Partner Members'.
- Eligibility:** A Partner will determine which member/s of its staff will be offered the Nutwood Club Partner card, and a one-off set-up charge of £20.00 (plus VAT) per eligible member of staff will be paid to the Company accordingly. Of this set-up charge, half (£10.00) will be credited immediately and directly to the individual Partner Member's account in the form of redeemable Points. There is no minimum nor maximum number of Partner Members to which any participating employer can offer a Nutwood Club Partner card.
- Registration:** Partner Members will register for Club membership in the normal way, but must quote the correct Partner Code in order to receive the set-up Points. Thereafter, Partner Members may use their Nutwood Club Partner card in exactly the same way as all other Club Members – see GTCs for Members for full details.
- Partner Benefit:** In addition to the Points collected by all other Club Members, the Partner itself will earn Points from Purchases made by its own Partner Members. The current rate of Points awarded to a Partner for Purchases made by its Partner Members is one (1) Point for every two pounds (£2.00) spent. The number of Points awarded to the Partner is calculated at the end of each Collection Period from the total number of Points earned by its Partner Members during that Collection Period; the rate is currently 1 Point for every 2 Points earned by its Partner Members (no fractions of Points are awarded). These Points are applied to one designated recipient Member's account, and may be redeemed in the same way as all other Points are redeemed.
- Customisation:** Any Partner that wishes to customise the reverse of a Club card with its own logo and/or (brief) message may do so by providing the necessary artwork and/or text, and by committing to purchase a minimum number of such customised cards. The current minimum purchase requirement for Card customisation is 250pcs, but not all cards need be registered and issued immediately once prepared. Customisation enquiries should be made in writing to [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com).

# Nutwood Club

## General Terms and Conditions for Network Members

These GTCs for Network Members ('Network') should be read and understood **in addition** to the GTCs for Members.

- Definition:** A 'Network Member' is a Club Member that is also registered under the Nutwood Business Networking initiative – visit [www.nutwoodpubs.com/network](http://www.nutwoodpubs.com/network) for details. In all other respects, a Network Member is exactly the same as a Club Member.

# Nutwood Club

## General Terms and Conditions for Community Members

These GTCs for Community Members ('Community') should be read and understood **in addition** to the GTCs for Members.

- Definition:** A 'Community' Member is a Club Member that has elected to gift 25% of their accrued Points earnings to a 'Community Organisation' that has either been individually chosen by the Community Member or that is 'Linked' through a commitment by the Community Organisation to the Club.
- Definition:** A 'Community Organisation' is an organisation that is a Registered Charity, a Community Interest Company ('CIC') or a not-for-profit organisation that meets reasonable 'community benefit' criteria as determined by the Company. Examples of the latter may include nurseries, schools and volunteer-led organisations.
- Definition:** A Community Organisation that is 'Linked' to the Club is one that has committed to promote the Club to potential Community Members by all reasonable means, including through internet and social media links.
- Community Members are able to change their chosen Community Organisation at any time giving at least one month's notice in writing by email to [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com). Such changes can only be implemented at the end of a Collection Period. Members that are recruited by any Linked Community Organisation remain locked to that Community Organisation whilst they continue to earn Points through their Community card.
- Community Members are able to earn and redeem Points in exactly the same way as all other Members but, at the end of each Collection Period, 25% of the Community Member's accrued Points balance (rounded to the nearest full Point) will be transferred to a holding account for the chosen or linked Community Organisation.
- Points to be gifted are deducted from the Community Member's Points balance at the end of a Collection Period, so Points redeemed during that Collection Period will not be available to be gifted.
- Participating Community Organisations (chosen or linked) can view their Points balance at any time by visiting [www.nutwoodpubs.com/club/community](http://www.nutwoodpubs.com/club/community), although the Points accounting system cannot provide the details of which individual member/s have gifted Points to any particular Community Organisation.
- Community Organisations can 'spend' their accrued Points on goods and/or services by notifying the Company of their requirements in writing. A Community Purchase Order is available for download from [www.nutwoodpubs.com/club/forms](http://www.nutwoodpubs.com/club/forms) and must be submitted complete with all necessary authorisations and sufficient details to enable the Company to purchase the required goods and/or services.
- Points have no cash-equivalent value so, in the event of any shortfall between the accrued Points value and the cost of goods and/or services required by the Community Organisation, the cash balance must be remitted to the Company in full before any order for goods and/or services can be placed. Any 'unspent' Points will remain on the Community Organisation's account for use at a later date.
- Any person wishing to register for Club membership through the Community scheme must do so in writing to [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com) and must also give details of the Community Organisation they wish to support at that time. This can be changed at any time thereafter (see above). Community Organisations will usually be notified of the name/s of their supporters, but this information can be withheld by prior request from the Community Member.
- Customisation:** Any Linked Community Organisation that wishes to customise the reverse of a Club card with its own logo and/or (brief) message may do so by providing the necessary artwork and/or text, and by committing to purchase a minimum number of such customised cards. The current minimum purchase requirement for Card customisation is 250pcs, but not all cards need be registered and issued immediately once prepared. Customisation enquiries should be made in writing to [club@nutwoodpubs.com](mailto:club@nutwoodpubs.com).