

## SEARCYS CLUB 1847 TERMS AND CONDITIONS

By purchasing a Club 1847 membership from this Searcys' website, you will be subject to these terms and conditions. Please read these terms carefully before you make your purchase.

### 1. PURCHASE CONDITIONS

- a) Our Club 1847 loyalty programme is available to our customers located within our delivery area. To check whether you are eligible for a membership please insert your postcode after clicking **Join Now** on this website.
- b) If you are eligible, you can join our Club 1847 loyalty programme by creating an account with us and paying a one-off joining fee of £10.
- c) The membership must not be purchased for commercial purposes.
- d) You must not, and you must not enable others to, use or reproduce in any format the membership card and/or the Searcys' copyright or trademarks or other intellectual property rights and/or anything deceptively similar to any of these intellectual property rights without our prior written consent.
- e) Whenever you use this website you will also be subject to our website Terms and Conditions and Privacy Notice which can be accessed from our Searcys website. Please review these as they contain information about how we deal with and use your personal data and other important terms which may apply to you.

### 2. DELIVERY OF YOUR MEMBERSHIP PACK

- a) When purchasing a Club 1847 membership, we will send the membership pack to your address once your payment has cleared and you can expect to receive it within 5 working days.
- b) We will make reasonable efforts to ensure that your membership pack is delivered within the time specified but we rely on third parties to deliver goods and services to you and given that delivery is outside our control we will not be responsible for any delays in delivery caused by our third-party suppliers.
- c) Title will pass on payment and risk will pass on delivery although we do not take any responsibility if you provided us with the incorrect postal address.

### 3. VALIDITY OF YOUR MEMBERSHIP

- a) Your membership rewards are only valid at Club 1847 selected venues disclosed on this website or on your monthly newsletter and you may be subject to additional terms and conditions at certain venues. If you are unsure whether additional terms apply, please check with the venue in advance.
- b) Membership cards must be shown when placing your order with a member of our team.

#### **4. BENEFITS AND REWARDS**

- a) Club 1847 benefits are disclosed on this website and are subject to availability. Please note that Searcys at the Gherkin is not part of Club 1847. However, occasional promotions at the Gherkin will become available throughout the year. These will be communicated through the monthly members' email.
- b) In order to receive monthly e-mails detailing your reward, news and promotions, please tick the opt in box at check out.
- c) It is your responsibility to keep your information up-to-date and to notify us if your details change. We accept no liability for any rewards, news or promotions which you may not receive due to outdated, incorrect or missing information.

#### **5. BOOKING OR CANCELLING**

- a) All Searcys reservations are subject to availability; the purchase of a membership does not guarantee you a reservation. Please call the telephone number on the venue's website's homepage to make your reservation.
- b) Once you make a booking with your selected Searcys' venue, you will be subject to their cancellation policy and any additional terms and conditions in place at that venue. Please note that some Searcys' venues charge a cancellation fee and/or have a dress code. If you are unsure, please check with the venue in advance.

#### **6. REFUNDS AND CANCELLATIONS**

- a) The membership fee is non-refundable.
- b) Please contact us at [communications@searcys.co.uk](mailto:communications@searcys.co.uk) if your card is lost, destroyed or stolen and we will re-issue a new card.
- c) You can unsubscribe from receiving e-mails detailing your reward, news and promotions at any time by following the Unsubscribe link in these e-mails or by unsubscribing from our website, or by contacting us at [communications@searcys.co.uk](mailto:communications@searcys.co.uk).

#### **7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- a) If we are prevented from performing our obligations under these terms by circumstances outside our control, we will not be liable for any failure to perform this contract.
- b) Notwithstanding any other limits set out in this agreement, Searcys' maximum liability to you in relation to this contract will be the value of the joining fee.
- c) Nothing in these terms will limit or exclude our liability for death or personal injury caused by negligence on our part or will affect your non-excludable statutory rights.

#### **8. MODIFICATION OR TERMINATION OF THE CLUB 1847 LOYALTY PROGRAMME**

We reserve the right to modify or terminate the Club 1847 loyalty programme at any time. In the event of termination, we will inform you of such termination before it takes effect.

## 9. IF THERE IS A PROBLEM WITH YOUR CLUB 1847 MEMBERSHIP

- a) We care about your experience and want to ensure we maintain the highest standards possible. If you are not happy with the service you have received from us, we would like the chance to put it right. If you have complaints about your Club 1847 membership, please contact us on the contact details at paragraph 11 below.
- b) We are under a legal duty to supply our Club 1847 membership in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau. For detailed information, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these terms and conditions will affect these legal rights.

## 10. OTHER IMPORTANT TERMS

- a) These terms are governed by English law and any legal proceedings must be brought in the English courts.
- b) We reserve the right to revise these terms and conditions from time to time at our discretion and without prior notice. Please check our website for the most up-to-date version of these terms.
- c) All Club 1847 memberships are issued by Searcy Tansley and Company Limited which is a company registered in England and Wales. Our company registration number is 00331909 and our registered office is at TVP 2, 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT.

## 11. CONTACT

- a) If you require any assistance or further information regarding your Club 1847 membership, please contact our team at [communications@searcys.co.uk](mailto:communications@searcys.co.uk).
- b) If you have any queries relating to the menu, restaurant or booking at one of our venues at which the membership is valid, please contact the Searcys' venue directly; their details can be found on the Searcys website.
- c) For technical comments or queries relating to this website or shopping cart, please contact our head office on 020 7585 0505.