

1. Cullercoats Coffee Terms and Conditions

These terms and conditions ("Terms and Conditions"), together with the Privacy Policy ("Privacy Policy") and, if you use the Cullercoats Coffee App ("App"), apply to your Cullercoats Coffee Membership ("Membership") and govern the relationship between Cullercoats Coffee Group Limited, a company incorporated in England with company number 13640669 whose registered office is at Preston Road, North Shields, Tyne And Wear, United Kingdom, NE29 9PJ ("Cullercoats Coffee", "we" or "us") and you in respect of your Membership. Use by you of the App will constitute confirmation that you have read and agree to these Terms and Conditions.

2. Managing your Membership

2.1. New Members

You can become a member by downloading the App and successfully completing the registration process on the App ("New Member"). You are required to be over the age of 16 at the time of registration to become a New Member.

2.2. What Membership means

Members who transfer to the Membership shall be "Members" for the purposes of these Terms and Conditions. New Members become Members when they have completed the registration process to join the Membership and been accepted as Members by us.

Your Membership can only be registered in the name of an individual and an individual may only register one Membership.

Your Membership enables you to earn virtual stamps ("Points") on the App. Once you have earned eight Points (the "Threshold"), you will receive a voucher ("Voucher") which can be redeemed in accordance with the 'Redeeming Vouchers' section below in participating Cullercoats Coffee locations.

2.3. Managing your Membership

You shall be able to manage their Membership on the App. Managing your Membership includes being able to update your personal information (including adding or amending your date of birth) and changing your communication preferences.

2.4. Changes to your details

If you need to change any of the details you provided when you registered, please update your details through the App.

2.5. Unauthorised access to your account

You should treat your Points and Vouchers carefully. If someone else accesses your Membership through the App, you may lose any Points and/or Vouchers you have earned.

If someone makes unauthorised use of your Membership we may, at our sole discretion re-credit any Points and/or Vouchers redeemed without your consent to the App. Circumstances in which we may determine, in our sole discretion, that we will not transfer and/or re-credit Points and/or Vouchers include where we reasonably believe that the notified incident has been caused by your breach of these Terms and Conditions or if there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct in relation to your Membership.

3. Points and Vouchers

3.1. Earning Points

Points can only be earned in-store at the time of purchase and only if the QR Code on your App is scanned at the point of purchase.

You will earn one (1) Point for each hot drink you purchase which includes coffee, hot chocolate and tea.

For the avoidance of doubt, if a Member purchases multiple Eligible Drinks in one transaction, the Member will receive the number of Points which corresponds with the total number of Eligible Drinks purchased. Earning of Points is not limited to one Points per transaction.

Points cannot be earned:

- (i) on purchases of any items other than Eligible Drinks;
- (ii) on Eligible Drinks purchased using a Voucher;
- (iii) when purchasing gift cards; and
- (iv) in conjunction with any discount or privilege card whether issued by us or by any third party.

3.2. Redeeming Vouchers

Once you have earned the number of Points equal to the Threshold, those Points will be automatically converted into a Voucher on the App.

You can check the number of Points you have earned and the number of Vouchers you have at any participating Cullercoats Coffee shop or by checking the App.

Points and Vouchers have no cash value. Points and Vouchers can only be earned, held and redeemed as set out in these Terms and Conditions. Any Points or Vouchers obtained or used otherwise than in accordance with these Terms and Conditions will be invalid and cannot be redeemed.

Points are personal to you and cannot be pooled with Points earned by another Member and redeemed together.

In order to redeem a Voucher in-store, you will need to scan the QR Code at the point of purchase using the App and state that you would like to redeem your Voucher.

You may only redeem Vouchers against purchases of Hot Drinks made in-store at in store or ordered using Click and Collect. Vouchers can be redeemed in conjunction with other vouchers, discounts or promotions, unless the terms of the offer or promotion state otherwise and save as set out below.

Vouchers cannot be:

- (i) used more than once;
- (ii) redeemed against purchases of items other than Handcrafted Drinks made in participating outlets;
- (iii) redeemed against purchases of bundle deal drinks;
- (iv) used in a manner which would entitle a Member to a promotional offer. For example, if we had a buy one get one free offer on a handcrafted coffee, the use of the Voucher to purchase such a coffee would not entitle you to a second free coffee; or
- (v) used in conjunction with any discount or privilege card whether issued by us or by any third party.

3.3. Expiry and Cancellation

Your Membership does not have an expiry date.

You may delete the App at any time and cancel your membership.

If you cancel your Membership, you may choose to re-join the Membership. When restarting your Membership, your previously-earned Points and Vouchers may not be valid with your new Membership.

If you are in breach of these Terms and Conditions, if we have reasonable grounds to suspect that you are engaged in fraudulent or other criminal activities relating to us, the App or your participation in the Membership, or if you supply false or misleading information to us, we may:

- (i) forfeit all Points and/or Vouchers accrued by you;
- (ii) suspend your right to collect Points and/or redeem Vouchers; and/or
- (iii) terminate your Membership.

4. Ordering

4.1. Contactless Ordering

Members who have downloaded and registered on the App can use 'Contactless Ordering' at Cullercoats Coffee Shops.

To make a contactless order, scan the QR code displayed on the tables using App. The menu for the relevant coffee shop will appear on your device. You can then select, customise and order your drink without ordering from the till.

If you use the App for Contactless Ordering, Points will be awarded on each Contactless Order of a Eligible Drink once your drink has been dispensed. However, you cannot redeem Vouchers via Contactless Ordering.

4.2. Click & Collect

Click and Collect is a service that allows Members to pre-order and pay for selected food and drinks and pick up their order at the relevant participating shop ("Click and Collect"). You may pre-order your food and drink for collection and take-away or, if you are in one of our participating shops and do not want to place your order at the counter, you can use Click and Collect to place and collect your order for consumption in store ("Order at Table").

In order to be able to use Click & Collect you must:

- (i) be at least 16 years of age;
- (ii) be a Member who has registered on the App;
- (iii) follow the instructions on the App to choose the items you want to order from a participating shop and whether you wish to order the items for collection and take-away or for Order at Table; and
- (iv) follow the instructions on the 'Order' section of the App to input your credit/debit card details (please note that we do not currently accept non-UK credit/debit cards or American Express).

Once you have placed your order simply make yourself known to a member of staff at the collection point in the relevant participating shop. You will be given the food/drink that you have pre-ordered. We will use your name on a printed ticket to help identify your order.

Please note that we will provide an estimated time when your order will be ready for collection and if your order is not collected within 15 minutes of the specified collection time, it will be disposed of and you will not receive a refund.

You do not have a right to cancel any order made through Click and Collect under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Once you have confirmed your order, your credit/debit card details will be processed by a third party transactional supplier in accordance with the relevant Data Protection laws.

If you are a Member who uses the App, you will be able to earn Points against purchases made using our Click & Collect service. If you make a Click & Collect using the App, Points will be applied automatically on Click & Collect orders of Eligible Drinks. If you wish to redeem a Voucher you should select the appropriate payment option when purchasing your order.

5. Complaints procedure

Complaints regarding any element of your Membership should be sent in by email to hello@cullercoatscoffee.co.uk.

6. Compensation

Points and Vouchers earned through using your Membership are not covered by any compensation scheme.

7. Customer Services

If you need assistance or if you have any enquiry relating to your Membership, you can use the contact us on WhatsApp or call us on 07775 987392. Customer Service queries can also be sent by email to hello@cullercoatscoffee.co.uk.

8. Data protection and privacy

We are committed to maintaining the security of your personal information in accordance with the requirements of relevant data protection laws.

Our Privacy Policy will apply whenever you provide us with personal information.

9. Liability of Cullercoats Coffee

If Cullercoats Coffee fails to comply with these Terms and Conditions, it is responsible for loss or damage you suffer that is a foreseeable result of its breach or of its negligence. Cullercoats Coffee is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Cullercoats Coffee's breach or if it was contemplated by Cullercoats Coffee and you at the time that you became a Member of the Membership and agreed to be bound by these Terms and Conditions.

Cullercoats Coffee shall not be held liable for any loss or damage to you resulting directly or indirectly from any cause beyond our control, including but not limited to, failure of network services and failure of data processing systems.

Nothing in these Terms and Conditions excludes or limits our liability for: (1) death or personal injury caused by our negligence; (2) fraud or fraudulent misrepresentation; or (3) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

To the extent permitted by law, our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms and Conditions, whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, shall not exceed the amount of £50.

10. Your rights as a consumer

As a consumer you have legal rights in relation to goods that are not of a satisfactory quality or fit for purpose and services not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.

11. Variation

We may make minor changes to these Terms and Conditions from time to time (if, for example, there is a change in the law that means we need to change these Terms). Please check these Terms and Conditions regularly to ensure that you understand the up-to-date terms that apply in relation to your Membership.

For any significant changes to these Terms and Conditions that will materially impact you or if we choose to discontinue the Membership then we shall provide you with one (1) month written notice.

12. Assignment

We may transfer the benefit of these Terms and Conditions to any other company in the same group as Cullercoats Coffee. If we assign the benefit of this Terms and Conditions, your rights will not be affected.

13. Governing law

These Terms and Conditions are governed by English law. This means that any dispute or claim arising out of or in connection with these Terms and Conditions and/or the Membership (including non-contractual disputes or claims), will be governed by the laws of England and Wales.

You can bring proceedings in respect of these Terms and Conditions in the English courts. However, as a consumer, if you live in Scotland or Wales and we direct our services to your country of residence then you can bring legal proceedings in respect of these Terms and Conditions in either the English courts or the courts of your country of residence.

If you are a consumer who is resident in Great Britain and we direct the Membership to (and/or pursue our commercial or professional activities in relation to the Membership in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms and Conditions affects your rights as a consumer to rely on such mandatory provisions of local law.

Terms and Conditions last updated 07 April 2022.