

1. Introduction

1.1 This page tells you the terms and conditions on which you become a member of the Oodles.club (club). Further details regarding Oodles.club can be found on our website www.Oodles.club (our site). Please read these terms and conditions carefully and make sure that you understand them, before joining Oodles.club from our site and becoming a member of the club. You should understand that by joining Oodles.club, 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 Oodles.club 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 join Oodles.club from our site, nor become a member of the club.

1.4 We reserve the right to amend these terms and conditions at any time by giving 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 joined Oodles.club, 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 memberships previously purchased by you).

2. Information about us

2.1 We operate our site. We are Oodles Club Ltd, a company registered in England and Wales under company number 10563331 and with our registered office at Stone Cross Place Stone Cross Lane North, Lowton, Warrington, United Kingdom, WA3 2SH

3. Your status

3.1 By joining Oodles.club 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 joining Oodles.club, you will receive an e-mail from us acknowledging that you are a member. 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 club. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a confirmation e-mail that contains an Oodles.club membership number. Should you opt for a premium membership that requires payment the contract between us will only be formed when payment has been confirmed and a membership number issued.

5. Term

5.1 The club 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 have a premium membership which is paid for, your membership will be renewed automatically on the final date of your membership term. If you do not want to renew your membership you should update your membership profile 7 days before the expiry date of your membership.

5.2 You have the right to cancel your Oodles.club membership within 14 days from your original purchase providing the service has not been used. If you cancel your Oodles.club membership in accordance with the cancellation policy described in our membership terms and conditions, your membership and access to Oodles.club will be terminated also.

6. Consumer rights

6.1 You have the right to cancel your initial registration of membership with us within 14 days of your original purchase. This does not apply to subsequent renewals. From time to time certain promotions may have different requirements regarding the cancellation period. Specific cancellation policies will be detailed throughout the purchase process.

6.2 To cancel your membership, please modify your account details online at Oodles.club.

6.3 Digital memberships - If you cancel your membership within the cooling off period, you will be entitled to a refund of your membership, less a pro-rata charge for the period of cover. Subject to any other statutory rights you may have, we do not provide refunds for any cancellations after the expiry of the cooling off period.

7. Availability and delivery

7.1 You will receive your Oodles.club membership documentation within 24 hours of joining.

7.2 Once your order has been accepted we aim to dispatch your Welcome Pack within 24 hours. If you do not receive your Welcome Pack you must contact us within 30 days to request a replacement.

8. Price and payment

8.1 The price of membership of the club will be as quoted on our site from time to time, except in cases of obvious error.

8.2 Membership 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.

9. Membership and Points

9.1 Points are awarded on total spend on hotel services (accommodation, food & beverage, and spa treatments charged to the room) at the following rates:

Club membership 1 point per £1 spent

Platinum membership 2 points per £1 spent

9.2 Conferences, events and special occasion celebrations do not qualify for points however maybe rewarded at the individual hotel's discretion.

9.3 Reward points will only be backdated for a maximum of 3 months. To claim reward points retrospectively members should complete the online "request missing points" form located in their online account.

9.4 Points will only be awarded for bookings made directly with a merchant of Oodles.

9.5 Points will not be awarded for bookings made via online travel agents or travel industry tour operators or by using vouchers purchased from a third party.

9.6 Oodles.Club reserves the right to remove points or amend account balances where points have been duplicated or added in error.

9.7 Oodles.Club reserves the right to change the list of merchant participating in the scheme without notice.

9.8 Points will not be awarded for any extra spend such as food and beverage or spa treatments purchased during a stay which has been booked through an online travel agent or travel industry tour operator or by using vouchers purchased from a third party.

9.9 The redemption of all awards is subject to allocation and availability. Members should redeem their points online using the Oodles points shop. Rewards will specifically state points required for redemption and dates applicable.

9.10 Reward vouchers, once issued, are non-refundable, non-transferable and may not be cancelled or changed.

9.11 Any tax implications are the responsibility of the individual member and not Oodles.Club.

9.12 Points from more than one Oodles.club account cannot be combined to redeem for the same Reward. Points have no cash value.

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.

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 Where you purchase food from any participating restaurant, any losses or liability arising out of, or in connection with, such food shall be the relevant participating restaurant's liability. We accept no liability for any bad experiences or bad food at any of the participating restaurants. We will not become involved in any dispute between you and any merchant.

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

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. Notices

12.1 All notices given by you to us must be given to The Operations Director at enquiries@Oodles.club.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of

the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. Waiver

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

14. Severability

14.1 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.

15. Third party rights

15.1 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.

16 Entire agreement

16.1 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.

17 Law and jurisdiction

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