



The Hub Account - Terms and Conditions of Use

These Terms and Conditions apply to your account with Coffee Hub Ltd ("Hub Account"), and govern the relationship between The Coffee Hub Limited ("we", "us" or "The Coffee Hub") and you. Any application for and/or use of a Hub Account will constitute acceptance of these Terms and Conditions. You are advised to read them carefully and to print a copy of them for your records. If you require further information, please contact Customer Services on 0161 920 6113 or customerservices@thecoffeehub.co.uk.

The Hub Account is a reward and a stored value gift card and is not a debit, credit, charge, guarantee card or proof of age or identity and can only be used in Coffee Hub outlets. Any cards issued ("Hub Card") are issued by us and remain our property.

Only the person who has applied for and been accepted for the Hub Account can use the Hub Account and Hub Card. Only one Hub Card and one set of biometric keys will be issued and stored on each Hub Account holder's account. The Coffee Hub will not be responsible to you or any other person for any losses or liability incurred by you as a result of the theft and/or fraudulent or other misuse of the Hub Account by any third party.

The Hub Account and Hub Card are non-transferable and can only be used at Coffee Hub outlets for your own use.

Obtaining your Hub Account

You can obtain a Hub Account free of charge online at www.thecoffeehub.co.uk. Your Hub Account and any cards that are issued by us for your use to activate the account are issued by, and remain the property of, The Coffee Hub, Suite 47, 792 Wilmslow Road, Didsbury, Manchester, M20 6UG.

'Free Coffee' Promotion

£2.00 will be credited to the account by The Coffee Hub once you have credited your Hub Account for the first time. You can redeem this in any participating Coffee Hub outlet against any product, except where the product exceeds £2.00 in value. If your choice of product exceeds £2.00 in value, you will be charged the balance. Only one £2.00 value will be credited per customer, irrespective of the number of accounts registered. In the event of more than one Hub Account being registered by a customer, the first Hub Account will be credited. The £2.00 credit must be redeemed against a product within 1 month of account activation; failure to do so will result in the £2.00 credit value stored on the account expiring. This does not affect any other credit stored on the account.

Using your Hub Account

You can credit and top-up stored value on your Hub Account online, by using a credit or debit card, or in cash at any participating Coffee Hub outlet. The minimum value you can credit your Hub Account with each time is £10; the

maximum amount is £75. The maximum credit value you can store on your Hub Account at any time is £100.

You can check the balance on your Coffee Hub account at any time online or in any participating Coffee Hub outlet. The Coffee Hub will keep records of previous account activity and credits to ensure that this balance is correct at all times. You will not be sent statements of itemised transactions from your Hub Account and you will not receive a receipt from the express till. You should keep your receipts and check your online statement to ensure that your account balance is correct.

Expiry

Your Coffee Hub account does not have an expiry date. However, if you do not use your Coffee Hub account for a period of one year or more, your Coffee Hub account will cease to be valid and any remaining value stored on it will expire. Checking the balance on your Coffee Hub account will not constitute use of the Coffee Hub account for these purposes. Expired value cannot be transferred to a new card or redeemed. You will not be able to use your Coffee Hub account once it has ceased to be valid.

Cancellation

You have the right to cancel your Coffee Hub account at any time by returning it to The Coffee Hub Customer Services.

If you wish to cancel your Coffee Hub account you must contact The Coffee Hub Customer Services by email at customerservices@thecoffeehub.co.uk.

Registering your Coffee Hub account

To protect the stored value on your Coffee Hub account from loss, theft or damage your account will be automatically registered with The Coffee Hub. To request a replacement card, contact customer services by email at customerservices@thecoffeehub.co.uk.

If you need to change any of the details you have registered with your Coffee Hub account, you can make changes through the Coffee Hub website at www.thecoffeehub.co.uk alternatively, please contact The Coffee Hub Customer Services by e-mail at customerservices@thecoffeehub.co.uk.

Loss, theft, damage of Hub Cards

If you use a Hub Card you should treat it just like you would cash by keeping it secure. If it is lost or stolen you may lose any value that you have stored on it.

The Coffee Hub may in its sole discretion, replace cards that have been lost or stolen and transfer any remaining balance onto a new card.

Replacement cards can be obtained in your nearest Coffee Hub or by email at customerservices@thecoffeehub.co.uk or telephoning Customer Services on 0161 920 6113.

If we agree to give you a replacement card and you lose the replacement card within 3 months of receiving it, we reserve the right to charge a small fee of £1 for the replacement card if you decline to make use of the biometric system.

Use of the Website & information provided by You

If you choose to purchase items from The Coffee Hub website you will be required to provide certain mandatory personal information to The Coffee Hub. Your title, name, home address & postcode, mobile telephone number, date of birth, name of the company you work for, your location and email address must always be provided. This will allow you to register your own password.

If you decline to answer the mandatory questions, you will neither be permitted to register a password nor will you be permitted to proceed with any desired transaction.

We may ask you additional non-mandatory questions about yourself and may at any stage change the non-mandatory questions to mandatory ones for additional security purposes.

The use of a password is to provide you with a means of restricting access by anyone else to your account with The Coffee Hub. You are therefore responsible for all transactions that are conducted on The Coffee Hub Website using your personal information and the password chosen. You will not be permitted to conduct any transaction without using your password. You should therefore keep your password safe and not disclose it to anyone and should change it immediately upon learning (or having reasonable cause to believe) that some other person knows it. At the same time you must notify The Coffee Hub immediately if you believe that your password has become known to someone else and has been or is likely to be used without your permission.

If any of your mandatory personal information changes at any time after You have registered a password with The Coffee Hub, you must provide The Coffee Hub with details of the changed information. This includes your credit or debit card billing address and email address. Changes can be registered on the Coffee Hub Website in the Section indicated for such purposes.

The Coffee Hub will keep your personal information confidential. Our Privacy Policy www.thecoffeehub.co.uk/myprivacy sets out further details of how your personal information is kept and used by us. You are responsible for all content sent from your computer to The Coffee Hub. You shall ensure that your use of The Coffee Hub Website is restricted solely to lawful purposes. You may therefore not use the Website in any way that causes or is likely to cause damage to it or in such manner that impairs access to it by third parties.

Except for recognised major search engines, it is prohibited to spider or scrape this site without prior express permission. Any other form of automated access or querying is prohibited without prior express permission. No automated access may exceed one query per second. Breach of these restrictions may result in legal action.

The Sale Contract

You must note that the placing of an order and the submission of your credit card details (even if those details are accepted) will only amount to an offer by you to buy the selected item(s) from The Coffee Hub via the Website. The Coffee Hub will not be bound to accept the offer and supply the items to which the offer is made unless the Sale Contract is concluded (and then only subject to these Terms & Conditions – see below).

Your order is accepted when your account/debit/credit card is debited at which time the sale contract will have been concluded.

Pricing

The Coffee Hub will make every effort to ensure that the prices shown against items on the Website are accurate and up-to-date. The Coffee Hub, however, purchases products from third parties and, it is possible, therefore, that the prices advised to The Coffee Hub by a third party may be inaccurate. If, therefore, the correct price of a product is higher than the price advertised on The Coffee Hub Website, The Coffee Hub may (provided that reasonable notice is given to you of the incorrect pricing) notify you of the incorrect price and may, (subject to your right to withdraw your order) charge you the higher price.

The Coffee Hub reserves the right to make at any time before a Sale Contract is concluded and at its discretion, changes on the Website to any prices, offers or items (including as to their specification).

Special Promotions

The Coffee Hub may periodically advertise special promotions. These may involve limited-time offer prices on selected products or involve limited-time special prices on purchases of multiple products from a selection. Such special promotions will depend upon the availability of the selected product (or products) and, while The Coffee Hub will endeavour to ensure that sufficient numbers of the selected products are available to satisfy demand while the promotion is in place, if the selected products(s) is/are not available, The Coffee Hub may withdraw the promotion and/or decline to accept your offer to purchase the required products without any liability to it.

If you offer to purchase a selection of products from a multi-product offer but do not offer to purchase a sufficient number of the products to qualify for the discount, the items selected will be charged to you at the normal listed price for single purchases. As is usual, in special promotions related to the

purchases of multiple products, any free items will be the lowest priced ones.

Delivery

Products purchased online from The Coffee Hub will have to be collected in person from the appointed Coffee Hub outlet. The appointed outlet you have chosen will be made clear to you in your account section, on The Coffee Hub website.

The Coffee Hub Limited cannot be held responsible for orders that are placed for collection at the wrong location.

Complaints procedure

Complaints regarding any element of the Coffee Hub account service should be sent in writing or by email to The Coffee Hub Customer Services at The Coffee Hub Limited, Suite 47, 792 Wilmslow Road, Didsbury, Manchester, M20 6UG or by email at customerservices@thecoffeehub.co.uk. All complaints will be subject to the Coffee Hub Complaints Procedure which will be provided to you on your request.

Customer Services

If you need assistance or if you have any enquiry relating to your Coffee Hub Card, you can use the contact us facility on the Coffee Hub website or you can contact Coffee Hub Customer Services by telephone on 0161 920 6113 or by email at customerservices@thecoffeehub.co.uk.

Data protection and privacy

If you register your Coffee Hub account on the Coffee Hub website you will be asked to provide certain personal information, including your name, address, contact details. We are committed to maintaining the security of your personal information in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

The Coffee Hub Privacy Policy will apply whenever you provide us with personal information, and is incorporated by reference into these Terms and Conditions.

Liability of The Coffee Hub Limited and Hub Account.

The Coffee Hub Limited shall not be held liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, fire, embargo, weather, flood, lightning, storm, explosion, subsidence, military operations, strike, terrorism, civil commotion and any legislation, regulation, ruling or omissions (including but without limitation failure to grant any necessary permissions) of any relevant government, court or authority, failure or shortage of power supplies, failure of third party network services and/or failure of third party data processing systems. To

the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded. The aggregate liability of The Coffee Hub Limited to you in connection with your use of the Hub Account (whether in tort including negligence, breach of contract or statutory duty or otherwise) shall not in any event exceed the value purchased by and credited to you on your Hub Account save that nothing in these Terms and Conditions shall exclude liability for personal injury or death caused by negligence or fraud.

Variation

We reserve the right to amend or waive any provision of these Terms and Conditions from time to time and at any time, or to terminate the Coffee Hub account program on reasonable notice. The Terms and Conditions applicable to the use of a Coffee Hub account shall at any time be the terms and conditions published on the Coffee Hub website (www.thecoffeehub.co.uk) and your continued use of a Coffee Hub account shall constitute your acceptance of such terms and conditions.

Assignment

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

Governing law

These Terms and Conditions are governed by English law.

PLEASE PRINT THESE TERMS AND CONDITIONS FOR YOUR RECORDS