

RAD Rewards Terms & Conditions

Terms & Conditions

These are the terms and conditions for the RAD Rewards loyalty programme run by The RAD Hotel Group (“Terms”). By joining the RAD Rewards Card programme (“Membership”) and using your Membership card (“RAD Card”), you agree to these Terms.

Please read these Terms carefully, paying particular attention to clause 8 (which sets out the extent of our potential liability in relation to the RAD Rewards programme) and clause 6 (regarding our right to vary these Terms from time to time).

Please print a copy of these Terms and Conditions for your records. If there is anything you do not understand, please contact our Customer Service via email at support@radhotelgroup.com

1. Introduction

1.1. We are The RAD Hotel Group (“we”, “us” and “our”), a group of hotels owned by RAD Limited which operate the hotels. For details of our group please visit our website www.radhotelgroup.com

1.2. RAD Rewards is a free loyalty programme which provides individual guests with benefits and discounts when staying at one of our hotels. RAD Rewards is operated by BlueRunner solutions on behalf of the group.

2. RAD Rewards Membership

2.1 To receive RAD Rewards membership you must first register your card online at my.rad-rewards.com. Membership is provided free of charge and you can request a card/membership online at my.rad-rewards.com. Shortly after joining you should receive a welcome email with information about your membership. Your card is issued by, and remains the property of, The RAD Hotel Group. We do not authorise anyone else to sell or distribute the card.

2.2 RAD Rewards members are required to provide some personal details in order to register. This personal data will be processed in accordance with our data protection policies (see clause 7). You may amend or change these details at any time by accessing your account online.

2.3 RAD Rewards is only available to individual guests over 18 years old. It is not available to companies, legal entities or other organisations. Membership, cards and points cannot be transferred or assigned to anyone else. Each RAD Card is personal to the Cardholder or relevant Card User to whom it is issued.

2.4 If you wish to terminate your membership please contact us via email at support@radhotelgroup.com

3. RAD Rewards Membership Points and Benefits

3.1 You can use your card to earn rewards on purchases or individual products, from time to time you will also receive rad rewards special promotions, double points days and birthday rewards.

3.2 Please note that your card must be registered online to enable you to earn and redeem loyalty points.

3.3 Earning points – you will earn 4 points for every £1 spent on purchases against restaurant and spa food, accommodation and spa treatments excluding retail.

3.4 To Earn points you must:

3.4.1 Be a member of the RAD Rewards Loyalty Programme

3.4.2 Book directly with us (whether over the phone, on our website or at one of our venues)

3.5 Please note that you cannot earn points on beverages, weddings and functions or through third party bookings (Functions include all in-house events including Christmas Day, New Years Day and Other Events - for more information please ask a member of our team). Additionally, when collecting points for accommodation, the lead staying guest name must match the name on the rad rewards card.

3.6 Customer may only use one card per bill when accruing points. In order to earn reward points on purchases, the card must be presented at the checkout prior to settling the bill. Rewards points cannot be added after the transaction is complete.

3.7 Spending points – Each point is worth 1p and can be used against any purchases made direct with the RAD hotel group. Points cannot be redeemed against retail. The points can be used in all RAD Hotel Group Venues.

3.8 Reward points cannot be used in conjunction with any other promotion or discount unless otherwise specified. Reward points will not be awarded against the

purchase of gift cards/gift vouchers. Purchases paid for with vouchers issued under this scheme or payment for purchases made online will result in points earned (this may need to be added manually, please contact support).

3.9 Certain other products may also be excluded from the scheme or the reward points awarded reduced from time to time at our discretion. Any reward points earned on purchases which are subsequently cancelled or refunded will be deducted from the card.

3.10 For current reward point earning levels please see the hotels reception staff or visit my.rad-rewards.com

3.11 Loyalty points have no cash value and cannot be redeemed, refunded or exchanged.

4. Online Accounts

4.1 When you register as a member you will be provided with an account which you can access online at my.rad-rewards.com It is your responsibility to keep your account details confidential.

4.2 We do not guarantee that your online account will always be available (for example, due to maintenance or network interruptions) and we do not accept any liability which arises as a result of or in connection with you being unable to access your account.

4.3 We use reasonable endeavours to ensure our website is safe and secure, but we will not accept liability for any loss or damage which occurs as a result of you using our website or your online account (including damage resulting from malicious software) and it is your responsibility to ensure your device is kept secure and passwords are updated periodically.

5. Variation and Assignment

5.1 The RAD Rewards programme is provided at our discretion and 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 Card program on reasonable notice.

5.2 We will normally only make changes to the RAD Rewards programme to provide you with improved benefits, but there may be situations where we are required to make changes due to circumstances outside our control.

5.3 Any significant changes to the RAD Rewards programme or these Terms will be notified to you by email or posted on our website. Your continued use of the card shall constitute your acceptance of such terms and conditions.

5.4 The RAD Rewards programme is provided free of charge and we will not be liable for any costs, damages or losses which arise out of or in connection with the programme (or any part of it) being varied or cancelled.

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

6. Data Protection

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

6.2 We collect personal data you provide to us (e.g. when registering as a member or communicating with us). We use your personal data to perform our obligations and exercise our rights under these Terms and, where applicable, to provide you with other services.

6.3 If you are opted in to marketing and unless you choose to opt out, we may also use your personal information to keep you up to date on the RAD Rewards programme and to inform you about other relevant products/services offered by us which may be of interest to you.

6.4 Your personal data may be stored by us or our partners, and this may result in it being transferred outside of the European Economic Area.

6.5 If you wish to opt out of marketing communications or you would like to access or correct any of your personal data we hold then you can do so by emailing marketing@radhotelgroup.com or (where applicable) using the unsubscribe link on marketing emails or updating your preferences using your online account.

6.6 Further information on how we use and protect your personal data can be found in our privacy policy at <https://radhotelgroup.com/privacy/>

7. Liability of the RAD Hotel Group

This clause sets out the extent of our potential liability to you and therefore please read it carefully.

7.1 Neither The RAD Hotel Group, nor any member of its corporate group shall be held liable for any default 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. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

7.2 The Rad Hotel Group will not be liable to you for:

7.2.1 any loss of income, business, goodwill or profits arising out of this agreement;

7.2.2 any unauthorised access to or alteration, theft or destruction of your Card;

7.2.3 the consequences of any delay or mistake relating to the use of your Card caused by any circumstances beyond our control;

7.2.4 any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;

7.2.5 any loss or damage which was not a reasonably foreseeable result of either our breach of this agreement or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into this agreement, such loss was contemplated by you and by us; or

7.2.6 any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

7.3 This agreement does not affect your statutory rights and must be read subject to those rights. If you require more information on your statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

7.4 The RAD Hotel Group does not represent or warrant that your Card will always be accessible or accepted at participating hotels.

7.5 The Financial Ombudsman Compensation Service is not applicable to your Card. The RAD Hotel Group does not offer any other compensation schemes to cover losses claimed in connection with your Card.

8. Rad Rewards Expiry

8.1 Your Card does not have an expiry date. However, if you do not use your Card for a period of one year or more, your Card will cease to be valid and any remaining credit value stored on it will expire.

8.2 Points earned have a maximum use life of 2 years. Points older than 2 years will expire and not be able to be used to redeem any Rad Rewards.

8.3 Checking the balance on your Card and the registering of points for a birthday will not constitute use of the Card for these purposes. Expired value cannot be transferred to a new card or redeemed. You will not be able to use your Card once it has ceased to be valid.

9. Redemption and Termination

9.1 You are entitled to redeem at any time any unexpired and unused stored value on your card provided:

9.2.1 We have no reason to suspect that you are engaged in fraudulent or other criminal activities and

9.2.2 We are not prohibited from redeeming that stored value by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority.

9.3 We may terminate your card immediately if:

9.3.1 you breach any of these terms

9.3.2 we reasonably believe that your membership is being misused or used by another person or

9.3.3 we reasonably believe your continued Membership may result in damage to us, our brand or our reputation.

9.4 you may terminate your Membership and card at any time by contacting us at support@radhotelgroup.com

9.5 Under no circumstances shall we be liable to pay you any compensation or damages as a result of your membership being terminated.

10. Loss, Theft and Damage

10.1 The Rad Hotel Group are not liable for lost, stolen, or damaged RAD Rewards Cards.

10.2 Replacement cards will be posted to your registered home address only.

10.3 If you subsequently find or retrieve a Card which you have reported lost or stolen, you must notify Customer Services immediately by emailing support@radhotelgroup.com or calling 01290 805989.

11. General

11.1 All intellectual property rights relating to the RAD Rewards programme (including our logo) are reserved to us and our licensors, and nothing in these Terms shall grant or assign any right, title or interest in such rights.

11.2 A delay or failure to enforce any provision in these Terms shall not constitute a waiver of that right or remedy, or of any preceding, subsequent or continuing breach.

12 Entire Agreement: Construction

12.1 This agreement (as amended from time to time) constitutes the entire agreement between you and The RAD Hotel Group and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. If any provision of this agreement is illegal or unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected.

12.2 The agreement relating to your use and Membership is between you and us and is not intended to confer a benefit on any third party. The Contracts (Rights of Third Parties) Act 1999 is excluded.

13 Governing Law

13.1 These Terms are governed by Scots law and any disputes arising out of or in relation to them (including non-contractual disputes) must be brought in the Scottish courts.