

CHAPTER RESTAURANT
CHAPTER CLUB MEMBERSHIP
TERMS & CONDITIONS

1. INTRODUCTION

- 1.1 By purchasing a membership of the Chapter Club you become entitled to receive discounts and other membership benefits in return, in relation to Chapter Restaurant.
- 1.2 There are two types of Chapter Club membership: Founder Members and Premium Members and the two types of membership have differing fees, discounts and benefits as further detailed in these Terms and Conditions.
- 1.3 To help you get the best out of your Chapter Club membership and to understand our responsibilities to you and your responsibilities to us, please read these Terms and Conditions carefully. These Terms and Conditions apply at all times as regards your membership and take priority over anything a member of our team has told you.
- 1.4 These Terms and Conditions apply to all Chapter Club Members and to their Nominated Persons.
- 1.5 If you have any questions a member of our team will be happy to help you.

2. DEFINITIONS

- 2.1 The following definitions apply to these Terms and Conditions.
 - **Business day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
 - **Chapter Club:** means the club whereby on becoming a Member, a Member may receive discounts and other membership benefits in relation to the Chapter Restaurant, subject to these Terms and Conditions.
 - **Chapter Restaurant:** means the new restaurant to be opened in Birmingham, England by Chapter Restaurant Ltd.
 - **Founder Member:** a Member who is a Founder Member and who is entitled to the Founder Member's discount as set out in clause 6
 - **Premium Member:** a Member who is a Premium Member and who is entitled to the Premium Member's discount as set out in clause 7
 - **Member:** an individual who becomes a member of the Chapter Club pursuant to the provisions of clause 4.
 - **Membership Contract:** means the contract between us, relating to your membership of the Chapter Club and being subject to these Terms and Conditions.
 - **Nominated Persons:** shall have the meaning given in clause 10 (Nominated Persons).
 - **Opening Date:** means the date on which the Chapter Restaurant opens to the general public for the first time.
 - **Sponsoring Member:** shall have the meaning given in clause 10.1 (Nominated Persons).
 - **You:** the Member or the Nominated Person as the context requires.
 - **VAT:** value added tax or any similar or replacement tax.
 - **We and us:** Chapter Restaurant Limited.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 **Who we are.** We are Chapter Restaurant Ltd a company registered in England and Wales. Our company registration number is 13362954 and our registered office is at ARAS, 7-8 Borough Court, Grammar School Lane, Halesowen, United Kingdom, B63 3SW

- 3.2 **How to contact us.** You can contact us by telephoning us on 0121 200 3020 or by writing to us at irene@chapteredgbaston.co.uk.
- 3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your membership application form.

4. BECOMING A MEMBER

- 4.1 **Individuals only.** Only individuals may apply for membership of the Chapter Club.
- 4.2 **Application Form.** If you wish to apply to become a Member of the Chapter Club then you must submit to us a duly completed and signed membership application form together with the applicable membership fee.
- 4.3 **Terms and Conditions.** In applying to become a Member you agree to be bound by and adhere to these Terms and Conditions, including on becoming a Member of the Chapter Club.
- 4.4 **Membership.** Once we have received your duly completed membership application form and the applicable membership fee, we will then undertake the related administration. Where, following our administration and at our entire discretion, your application is successful (and we have received the applicable membership fee in cleared funds) then we will grant you membership as a Founder member or as a Premium member, as the case maybe.
- 4.5 **Confirmation of membership.** Once an individual has been granted membership they will become a Member and we will call, write or email them confirming their membership of the Chapter Club.
- 4.6 **Membership Contract.** The date on which we call, write or email you confirming your membership of the Chapter Club shall also be the date on which the Membership Contract comes into force between us, subject always to these Terms and Conditions.
- 4.7 **Membership card.** A Chapter Club membership card will be issued in accordance with and subject to the provisions of clause 9.1.

5. MEMBER'S RIGHT TO CANCEL

- 5.1 **Right to cancel.** You have the right to cancel (end) the Membership Contract simply because you have changed your mind (and without incurring any liability to us) provided that you clearly inform us of your decision to cancel the Membership Contract within the cancellation period.
- 5.2 **What is the cancellation period within which to exercise the right to cancel?** You have a period of 14 days following the day on which we call, write or email you confirming your membership of the Chapter Club.
- 5.3 **How best am I to exercise my right to cancel?** If you wish to cancel the Membership Contract within the cancellation period then you must let us know by emailing us within the cancellation period clearly stating your intention to cancel together with your name and address. Our contact details are set out in clause 3.2 above.
- 5.4 **Cancellation communication.** Where you inform us that you wish to cancel the Membership Contract by sending a communication, then you shall be treated as having cancelled the Membership Contract in the cancellation period if your communication is sent to us before the end of the cancellation period.
- 5.5 **Refunds.** Where you have validly exercised your right to cancel within the cancellation period then we will: (a) refund / transfer the membership fee to your nominated bank account (which must be in the applicable Member's name) and (b) make any refunds due to you as soon as reasonably practical and in event within 14 days of your informing us that you have cancelled / change your mind. We do not provide refunds

for any cancellations after the expiry of the cancellation period (as detailed in clause 5.2) above.

6. FOUNDER MEMBERSHIP

- 6.1 **Fee.** The Founder membership fee is a one off sum of £5000 inclusive of VAT.
- 6.2 **Non-refundable.** The Founder membership fee is non-refundable save where the Member validly exercises their right to cancel under clause 5 (Member's right to cancel).
- 6.3 **Founder Member's Discount.** Subject always to the terms of these Terms & Conditions, including the provisions of clause 8 (Conditions applying to obtaining a discount) and clause 9 (Membership and Membership cards):

a Founder Member is entitled to a discount of 25% off the price of all food and drink purchased in Chapter Restaurant for period of five years from the Opening Date.

6.4 Founder Member's Benefits

- exclusive pre-opening tour for two followed by a seasonal 5 Course Tasting Menu with curated wine pairings.
 - priority booking for special events
 - invitation to a Founders' Dinner on the first anniversary of the opening of Chapter
 - invitation to annual summer drinks socials
 - limited edition gift on Chapter's fifth anniversary
- 6.5 **End of Founder Membership.** On the fifth anniversary of Chapter opening to the public, the Founder membership will automatically come to an end. Once membership has come to an end no further membership discounts or benefits can be claimed.

7. PREMIUM MEMBERSHIP

- 7.5 **Fee.** The Premium membership fee is a one off sum of £1500 inclusive of VAT.
- 7.6 **Non-refundable.** The Premium membership fee is non-refundable save where the Member validly exercises their right to cancel under clause 5 (Member's right to cancel).
- 7.7 **Premium Member's discount.** Subject always to the terms of these Terms & Conditions, including the provisions of clause 8 (Conditions applying to obtaining a discount) and clause 9 (Membership and Membership cards):

a Premium Member is entitled to a discount of 15% off the price of all food and drink purchased in Chapter Restaurant for a period of three years from the Opening Date.

7.4 Premium Members' Benefits

- exclusive invitation to a Weekend Brunch for two people in the first two months of Chapter opening
 - invitation to a pre-opening drinks reception
- 7.5 **End of Premium Membership.** On the third anniversary of Chapter's Opening Date, the Premium membership will automatically come to an end. Once membership has come to an end no further membership discounts or benefits can be claimed.

8. CONDITIONS APPLYING TO OBTAINING A DISCOUNT

- 8.5 Clauses 8.2 to 8.5 (inclusive) shall apply as regards determining whether or not a Member's discount can be applied and if so the amount of the same.

- 8.6 **Excluded items.** The following items are excluded items such that the Founder membership discount and the Premium member discount shall not ever apply as regards purchases of one or more of the following:
- 8.6.1 items and articles of our merchandising; and
 - 8.6.2 home delivery purchases (i.e. food and/or drink purchased from us to be consumed off our premises) and
 - 8.6.3 vouchers
- 8.7 **Further conditions as regards obtaining a discount.** To obtain a discount on a purchase the Member (whether a Founder or a Premium member) must:
- 8.7.1 be physically present in Chapter Restaurant;
 - 8.7.2 present their own membership card to Chapter staff at the time of their purchase;
 - 8.7.3 have consumed their fair share of the food and/or drink the subject of the purchase; for example a Member's discount would not be allowed where the Member seeks to pay for a table or group in circumstances where: (i) they weren't part of the party / group in question or (ii) they hadn't participated in that party's / group's table and consumption as one would ordinarily expect (i.e. the member had not consumed their fair share of the produce the subject of the purchase).

If in our judgement a Member wishing to obtain a discount is unable to fully comply with the provisions of this clause 8.3 then we shall be entitled to treat that purchase as being by a customer who is not a member of the Chapter Club, such that no discount will be allowed or applied and the total amount of the bill plus VAT will be payable.

- 8.8 **Members discount does not apply to other discounts, offers or promotions.** Where any food and/or drink is already the subject of a discount, offer or promotion then a members discount (whether a Founder or a Premium Member's discount) will not be allowed or applied in addition.
- 8.9 **Restrictions on Group Size.** A Member may only obtain a discount (whether a Founder Member or a Premium Member) in relation to groups of up to a maximum size of 8 persons in total (and this figure of 8 shall include the Member as well). In calculating the group size all adults and children in the party will be taken into account. Where the group size exceeds 8 persons then a discount will be applied on part only of the bill as per the following worked examples:

8.9.1 Worked example –Founder Member

Worked example Founder Member	
(a)	Founder Member has a group of 18 persons and the initial bill total (pre discount) is £900 plus VAT.
(b)	The part of the bill which benefits from the discount is calculated as follows: $\frac{8}{18} \times \text{£} 900 = \text{£} 400$
(c)	So £400 attracts the benefit of the discount and £500 has no discount.
(d)	The discount on £400 is calculated as follows: Discount = 25% of £400 which is £100. So £100 is deducted from the bill.
(e)	So total bill to Founder Member is calculated as follows: Total amount of initial bill (pre discount) less the amount of discount
(f)	So total bill to Founder Member is: £900 - £100 = £800 plus VAT.

8.9.2 Worked example –Premium Member

Worked example Premium Member

- (a) Premium Member has a group of 18 persons and the initial bill total (pre discount) is £900 plus VAT.
- (b) The part of the bill which benefits from the discount is calculated as follows:
- $$\frac{8}{18} \times £900 = £400$$
- (c) So £400 attracts the benefit of the discount and £500 has no discount.
- (d) The discount on £400 is calculated as follows: Discount = 15% of £400 which is £60. So £60 is deducted from the bill.
- (e) So total bill to Premium Member is calculated as follows: Total amount of initial bill (pre discount) less the amount of discount.
- (f) So total bill to Premium Member is: **£900 - £60 = £840 plus VAT.**

9. Membership and Membership cards

- 9.5 **Membership card.** A Chapter Club membership card will be issued to Founder Members and Premium Members in good time ahead of the Opening Date. The membership card will state the name and type of Membership of the Member in issue. A membership card must be used each time you wish to obtain a discount as per the Terms and Conditions set out in clause 8.
- 9.6 **Keep card safe.** All membership cards remain our property. Please keep your membership card safe and inform us promptly if it has been lost.
- 9.7 **Loss of card.** If a member loses their card we will provide one replacement card free of charge. For each replacement card after that we will charge you an administration fee of £10.
- 9.8 **Membership cannot be transferred.** Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person
- 9.9 **Identification.** To protect the integrity of the Chapter Club membership scheme we may ask members to produce another form of identification besides your membership card (such as a valid photocard driving licence) before allowing a membership discount or any other membership benefits.
- 9.10 **Misuse.** Any attempted or actual misuse of membership status or of a membership card may in our discretion result in confiscation of the membership card and termination of the applicable Member's membership. Once membership has come to an end no further membership discounts or benefits can be claimed.
- 9.11 **Temporary closure.** You agree and acknowledge that:
- 9.11.1 we have the right to temporarily close the restaurant from time to time; for example, to carry out refurbishment, cleaning, repairs, maintenance or security work; and
- 9.11.2 during any such period of closure it will not be possible to receive discounts and other membership benefits.
- 9.12 **Relocation.** You agree and acknowledge that:
- 9.12.1 we have the right to close the restaurant and relocate to another location from time to time in the Birmingham conurbation; and
- 9.12.2 during any such period of closure will not be possible to receive discounts and other membership benefits.

- 9.13 **Opening times.** We will display details of the opening and closing times on our website. Opening times may vary during the Christmas period and on other bank holidays.

10. Nominated Persons

- 10.5 **Nominating a Nominated Person.** Each Member (the “**Sponsoring Member**”) whether they be a Founder Member or a Premium Member may nominate one other person (who must be an individual and over 18) as their Nominated Person.
- 10.6 **Nominated Person scheme:** Subject to these Terms and Conditions, the principle behind the Nominated Person scheme is that in the absence of their Sponsoring Member from the Chapter Restaurant, a Nominated Person can obtain the discounts that their Sponsoring Member would have enjoyed if the Sponsoring Member had been present at Chapter Restaurant and made the applicable purchase.
- 10.7 **Terms and conditions.** Each Sponsoring Member agrees to make their Nominated Person aware of these Terms and Conditions and in particular the provisions of this clause 10.
- 10.8 **Notification.** Notification of the Nominated Person must be made in writing to us by the Sponsoring Member and include such details as we reasonably request such as the name, address and contact details of the Nominated Person. The Nominated Person must be identified and their details provided in the membership application form.
- 10.9 **Only one Nominated Person per member.** No Sponsoring Member may have more than one Nominated Person at any one time.
- 10.10 **Nominated Persons club card.** A nominated persons club card will be issued by us and sent to each Nominated Person as designated on the membership application form, in good time ahead of the Opening Date or otherwise within 21 days of our receiving the Sponsoring Member's nomination in writing. The Nominated Person's club card will state:
- 10.10.1 the name of the Nominated Person;
 - 10.10.2 the name of their Sponsoring Member; and
 - 10.10.3 the type of membership (i.e Founder or Premium) of the Sponsoring Member in issue.

A Nominated Person's club card must be used each time a Nominated Person wishes to obtain a Nominated Persons discount subject always to the Terms and Conditions of this clause 10 and clause 10.17. All Nominated Persons club cards remain our property. Nominated Persons must keep their club card safe and inform us promptly if it has been lost.

- 10.11 **Loss of card.** If a Nominated Person loses their club card we will provide one replacement card free of charge. For each replacement card after that we will charge you an administration fee of £10.
- 10.12 **Nominated person cannot transfer their nominated person status.** A Nominated Person cannot transfer their nominated person status to another person nor can they lend their club card to another person.
- 10.13 **Identification.** To protect the integrity of the Chapter Club membership scheme we may ask a Nominated Person to provide a form of identification, in addition to their membership card (such as a valid photocard driving licence) before allowing a discount on any purchases made.
- 10.14 **Nominated Persons bound by these terms and conditions.** In seeking to claim any discount privileges of their Sponsoring Member, each Nominated Person agrees to be bound by and adhere to these Terms and Conditions as they relate to Nominated Persons.
- 10.15 **Revoking (ending) the Nominated Person status of a Nominated Person upon request.** If a Sponsoring Member contacts us in writing requesting that we revoke (end) the

nomination person status of their Nominated Person then we shall be entitled to revoke (end) the Nominated Person status of that person at any time after receiving the applicable Sponsoring Member's request. In these circumstances it is the responsibility of the Sponsoring Member to inform the applicable person that they no longer benefit from Nominated Person status and discounts.

- 10.16 **Replacing a Nominated Person upon request.** If a Sponsoring Member requests for their Nominated Person to be changed due to extenuating circumstances you must apply in writing and your request will be considered by the Board. We shall then be entitled to terminate (end) the Nominated Person status of the existing person and replace them with the new Nominated Person. In these circumstances it is the responsibility of the Sponsoring Member to inform the person who has been replaced that they no longer benefit from Nominated Person status and discounts. Their membership card should be returned. A new card will be issued to the new nominated person and a fee of £10 will be charged.
- 10.17 **Nominated Person status ends when the Sponsoring Member's membership ends.** Upon the membership of a Sponsoring Member ending at any time and for any reason, then the Nominated Person status of their Nominated Person shall also automatically end at that time.
- 10.18 **Consequences of Nominated Person status ending.** Upon the end of a persons Nominated Person status at any time for any reason then they shall no longer have the ability to claim the discount privileges of a Nominated Person and consequently they will be charged the standard price.
- 10.19 **Members responsibility to notify us:** It is the Sponsoring Member's responsibility to update us in writing as to whom their Nominated Person is at any time and to give us at least 3 Business Days' notice so that we can update our records accordingly.
- 10.20 **Failure to notify us:** If a person purports to be the Nominated Person of a Member in circumstances where the applicable Member has not previously advised us (in accordance with these Terms and Conditions) that that person is their Nominated Person, then we shall be entitled to treat any purchase by that person as being by a customer who is neither a Member of the Chapter Club nor a Nominated Person of a Member, such that no discount will be allowed or applied and the total amount of the bill plus VAT will be payable by that person
- 10.21 **Discount privileges of a Nominated Person nominated by a Founder Member.** Subject always to the provisions of this clause 10 and clause 11 a Nominated Person, when nominated by a Founder Member:
is entitled to a discount of 25% off the price of all food and drink purchased in Chapter Restaurant for a period of five years from the Opening Date.
- 10.22 **Discount privileges of a Nominated Person nominated by a Premium Member.** Subject always to the provisions of this clause 10 and clause 11 a Nominated Person, when nominated by a Chapter Member:
is entitled to a discount of 15% off the price of all food and drink purchased in Chapter Restaurant for period of three years from the Opening Date.
- 10.23 **Other Terms and Conditions.** For the avoidance of doubt in addition to this clause 10 the following provisions of these Terms and Conditions shall also apply to Nominated Persons, that is clause 8 and clauses 11 to 16 inclusive.

11. **CONDITIONS APPLYING TO NOMINATED PERSON AS REGARDS OBTAINING A DISCOUNT**

- 11.5 This clause 11 shall apply as regards determining whether or not a Nominated Person's discount can be applied and if so the amount of the same.

- 11.6 **Discount only when Sponsoring Member absent.** A Nominated Person will only be entitled to a discount on their purchases in the Chapter Restaurant conditional upon the **absence** of their Sponsoring Member. Such that:
- 11.6.1 if the Sponsoring Member and their Nominated Person are both present in the Chapter Restaurant (whether in the same or in different parties) then in these circumstances the Nominated Person cannot obtain a discount as the Sponsoring Member is present. The Sponsoring Member can instead obtain a discount if they so choose by using their membership card; and
 - 11.6.2 if in our judgement, and for whatever reason, the condition as to the absence of the Sponsoring Member cannot be complied with because we consider that the Sponsoring Member has been present (whether wholly or at all material times and notwithstanding that the Sponsoring Member and the Nominated Person may have arrived and/or left at differing times), then we shall be entitled to treat any purchase by the Nominated Person as being by a customer who is not a Nominated Person or a Member; such that no discount will be allowed or applied and the total amount of the bill plus VAT will be payable.
- 11.7 **Excluded items.** The provisions of clause 8.2 (Excluded Items) shall apply equally to Nominated Persons as they do to members such that Nominated Persons will not be able to obtain discounts on the items listed in clause 8.2.
- 11.8 **Further conditions as regards obtaining a discount.** To obtain a discount on a purchase the Nominated Person must:
- 11.8.1 be physically present in the Chapter Restaurant;
 - 11.8.2 present their membership card
 - 11.8.3 have consumed their fair share of the food and/or drink the subject of the purchase; for example a Nominated Person discount would not be allowed where the Nominated Person seeks to pay for a table or group in circumstances where: (i) they weren't part of the party / group in question or (ii) they had not participated in that party's / group's table and consumption as one would ordinarily expect (i.e. the Nominated Person had not consumed their fair share of the produce the subject of the purchase
- If in our judgement a Nominated Person wishing to obtain a discount is unable to fully comply with the provisions of this clause 11.4 then we shall be entitled to treat that purchase as being by a customer who is not a Nominated Person or a Member; such that no discount will be allowed or applied and the total amount of the bill plus VAT will be payable.
- 11.9 **Nominated Person's discount does not apply to other discounts, offers or promotions.** Where any food and/or drink is already the subject of a discount, offer or promotion then a Nominated Person's discount will not be allowed or applied in addition.
- 11.10 **Restrictions on Group Size.** A Nominated Person may only obtain a discount in relation to groups of up to a maximum size of 8 persons in total (and this figure of 8 shall include the Nominated Person as well). In calculating the group size all adults and children in the party will be taken into account. Where the group size exceeds 8 persons then a discount will be applied on part only of the bill on the same basis as that which applies to a Member's discount and please see the worked examples in clause 8.5 in this regard.
- 11.11 **Misuse.** Any attempted or actual misuse of Nominated Person status may at our discretion result in our terminating (ending) that persons Nominated Person status without notice, confiscation of the applicable membership card and termination of the applicable Sponsoring Member's membership. Once membership has come to an end no further membership discounts or benefits can be claimed.

12. Complaints

- 12.5 We are committed to making sure our members are satisfied with the service we provide. If you have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- 12.6 If you have a complaint, you should first tell a member of staff in the Chapter Restaurant. If you are not satisfied with their response, you should contact the manager on duty.

13. Liability

- 13.5 We do not accept liability for damage or loss to your property or to any other person's property that may happen on our premises other than the liability which arises from our negligence or our failure to take reasonable care.
- 13.6 Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 14.5 **How we may use your personal information.** We will deal with all information we hold about you in line with our privacy policy which you can get from our website or from Chapter Restaurant.

15. CLOSURE OF CHAPTER CLUB TO NEW MEMBERS

- 15.5 We reserve the right at any time to close the Chapter Club to new members or to any category of new members. Any such closure shall not affect the continued membership and rights of existing members and Nominated Persons under these Terms and Conditions.

16. GENERAL PROVISIONS

- 16.5 **Subject to Availability.** Bookings and tables are subject to availability. Booking in advance is recommended.
- 16.6 **No Third party rights.** No other person other than Chapter Restaurant Ltd, Members and Nominated Persons shall have any rights to enforce any of these Terms and Conditions. The rights of the parties (that is Chapter Restaurant Ltd and the Members) to rescind or vary this agreement are not subject to the consent of any other person.
- 16.7 **Illegality.** Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 16.8 **We are not responsible for delays outside our control.** If the operation of the Chapter Restaurant is adversely impacted by events outside of our control (including events which might cause the restaurant to temporarily close) then we will not be liable to you for the loss of use of any of our facilities or services, including the loss of discounts and other benefits that might otherwise have accrued.
- 16.9 **Pandemic related closure.** If within the first two years following the Opening Date the Chapter Restaurant closes for pandemic related reasons, then the aggregate duration of such periods of closure (but not including for these purposes any period of closure occurring after the second anniversary of the Opening Date) will be added to the periods of time referred to in clauses 6.3, 6.5, 7.3, 10.17 and 10.18 respectively; such that:
- 16.9.1 the five year periods referred to in clauses 6.3, 6.5 and 10.17 will be extended by the duration of such closures accordingly; and
- 16.9.2 references to the three year periods in clauses, 7.3, 7.5 and 10.18 will be deemed to be references to the extended period of time.

- 16.10 **Amending these terms.** We reserve the right to amend these Terms and Conditions at any time by giving Members written notice.
- 16.11 **Which laws apply?** These Terms and Conditions and the contract between us is governed by English law and you can bring legal proceedings in respect of it in the English courts.
- 16.12 Consider carefully before applying for Chapter Club Membership and ensure you have read these Terms and Conditions in full.**