

Local Loyalty Terms and Conditions

Wigan Eats / St Helens Eats

These Loyalty Terms and Conditions apply to the relationship between Wigan Eats / St Helens Eats and you where you take part in a Loyalty Programme.

Definitions

Defined terms have the same meaning as the Website Terms and Conditions:

Website Terms and Conditions: the most recent version of the general terms and conditions for our consumers.

Participating Restaurant: a Restaurant that participates in the Loyalty Programme and awards Stamps to customers.

Stamp: Restaurant-specific Stamp that is awarded for every completed online order placed by a Customer with a Participating Restaurant.

Loyalty Card: Restaurant-specific overview of collected Stamps by a customer, viewable on both the website and app, which is considered full and complete after having collected the defined (most commonly five) Stamps.

Basket Sub-Total: The total value of all items ordered (after any discounts have been applied), excludes all other charges.

Loyalty: award programme that allows you to collect Stamps from Participating Restaurants on a card which is considered full and complete after having collected the defined (most commonly five) Stamps from the same Participating Restaurant and then results in a Loyalty Discount, which is then automatically redeemed with the following Order with that Participating Restaurant.

Loyalty Discount: Restaurant-specific discount derived from a full Loyalty Card, with a defined percentage (most commonly 10%) of the final paid value of a defined number (most commonly five) of Orders for which the Stamps were collected.

Loyalty Terms and Conditions: these terms and conditions in respect to the Loyalty Programme of Wigan Eats / St Helens Eats, as amended from time to time.

Applicability

1. A Loyalty Discount you have earned is automatically redeemed at checkout for an Order placed by you with a Participating Restaurant regardless of the value. If you are to place an order with a lower Basket Sub-Total than your discount then that excess will be forfeited upon checkout.
2. By placing an Order with a Participating Restaurant, you agree that these Loyalty Terms and Conditions will apply to the relationship between you and Wigan Eats / St Helens Eats and will also apply to the relationship between you and one or more Participating Restaurants, which will be established as a consequence of placing an Order with a Participating Restaurant.
3. A Restaurant decides at its sole discretion whether or not to participate in the Loyalty Programme and not all Restaurants on our marketplace are participating.
4. The Website Terms and Conditions continue to apply to the relationship between you and Wigan Eats / St Helens Eats, unless they explicitly differ from these Loyalty Terms and Conditions. In that situation these terms will prevail.

Stamps and Loyalty Discounts

1. Stamps and Loyalty Discounts have no monetary or cash value and cannot be converted into cash.
2. Stamps are awarded to you exclusively by a Participating Restaurant.
3. Wigan Eats / St Helens Eats is the sole technical provider of the Loyalty Programme, publishing the Loyalty Programme on its Website.
4. You will automatically receive 1 Stamp for every qualifying Order you place with a Participating Restaurant.
5. After placing an Order with a Participating Restaurant, you will be able to track your loyalty rewards from within the 'Loyalty' section of the app/website which will show an up-to-date overview of all Loyalty Cards at each Participating Restaurant.
6. A Loyalty card is considered full and complete after the defined Stamps (most commonly five) are all collected from the same Participating Restaurant.
7. Stamps are not transferable between Participating Restaurants, customers, email addresses, Loyalty cards or otherwise.
8. You are required to report any inaccuracies in collected Stamps to the customer service team of Wigan Eats / St Helens Eats within one week of discovering such inaccuracies.
9. Wigan Eats / St Helens Eats has the right:
 - a. to correct any unjustly or incorrectly awarded Stamps; or
 - b. to correct Stamps that were awarded while the Order and/or payment thereof was cancelled; and
 - c. to annul any Loyalty Discounts that are redeemed with such Stamps.
 - d. if required to end or suspend any or all Loyalty Card(s) at any time – in this specific circumstance the customer will forfeit the balance of that Loyalty Card and there will be no liability held by Wigan Eats / St Helens Eats.
11. A Loyalty Discount:
 - a. can only be redeemed with an Order with the Participating Restaurant from which the Stamps were received;
 - b. can only be redeemed in combination with an online or cash payment;
 - c. cannot be redeemed with other offers or vouchers;
 - d. can only be redeemed for Orders that have a Basket Sub-Total which is equal to or greater than the Loyalty Discount for the full value of the Loyalty Discount to be received. For clarity the discount cannot be carried over to your next Order meaning if your Basket Sub-Total is below the discount earned you will forfeit the difference upon checkout.
12. The value of a Loyalty Discount equals a defined percentage (most commonly 10%) of the total Order value that you paid for a defined number of Orders (most commonly five but both of which are defined on the Loyalty Card's respective page on our website) for which the Stamps were collected.
13. The Loyalty Discount must be redeemed with a single Order.
14. The Loyalty Discount is issued immediately following your final Order (to complete a Loyalty Card) being accepted by the Participating Restaurant.
15. The Loyalty Discount is redeemable for up to 30 days after the Loyalty Discount was issued.

16. After expiration of the Loyalty Discount, the Stamps that were used to complete that Loyalty Discount will not be returned to you.

Duration, modification and termination of the Loyalty Programme

1. Wigan Eats / St Helens Eats can alter these Loyalty Terms and Conditions and any aspect of the Loyalty Programme, including redemption procedures and rewards in any respect, all without prior notice. For example, this includes, but is not limited to: adding, deleting, or changing time limits for collection or redemption or use of Stamps or Loyalty Discounts. Wigan Eats / St Helens Eats will publish the amended Loyalty Terms and Conditions on the Website.
2. Your continued participation in the Loyalty programme after any alteration constitutes your acceptance of any changes to these Terms and Conditions. If you wish to opt-out please contact us to remove any and all Stamps you have previously been awarded.

Terms and Conditions

1. Wigan Eats / St Helens Eats reserves the right to cancel the Loyalty Programme at any time without prior notice.
2. A Participating Restaurant is free to terminate its participation in the Loyalty Programme at any time without notice to you. In the case of termination by a Participating Restaurant, you can no longer collect Stamps from that Restaurant. However, Loyalty Discounts from that Restaurant remain valid until their expiration date at the express liability of the Participating Restaurant.
3. A Participating Restaurant may leave the Website. In the case of a Participating Restaurant no longer being on the Website, you can no longer collect Stamps from that Restaurant and your Loyalty Discounts from that Restaurant will expire.
4. Wigan Eats / St Helens Eats reserves the right to withhold or suspend you from collecting Stamps in the case of a (suspected) violation of the Website Terms and Conditions or these Loyalty Terms and Conditions.