

Thai Silk Experience/Privilege Card

Thai Silk is introducing a new card to reward all our regular patrons for their support over the years. This card entitles the bearer to a 10% discount for Experience card holders and 20% discount for Privilege card holders and these cards can be used in both Southwark and O2 branch.

IMPORTANT -- PLEASE READ: The following Thai Silk Experience/Privilege Card Agreement describes the terms and conditions that apply to the pre-paid account of your Card. This agreement is divided into two parts. Part One describes the terms that apply generally to the Card. Part Two contains important legal terms and conditions.

YOUR USE OF YOUR THAI SILK EXPERIENCE/PRIVILEGE CARD IS GOVERNED BY THE TERMS OF THIS AGREEMENT. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS BEFORE USING YOUR CARD. IF YOU DO NOT UNDERSTAND THESE TERMS YOU MAY CALL 02079285111 AND SPEAK TO TISCHA OR NICK LEE TO DISCUSS YOUR CONCERNS WITH US BEFORE YOU FIRST USE YOUR CARD.

PLEASE ALSO TAKE THE TIME TO REGISTER YOUR CARD BY VISITING OUR WEB SITE AT www.thaisilkrestaurant.co.uk AS THIS WILL PROVIDE YOU WITH EXTRA SECURITY IN THE EVENT THAT YOUR CARD IS LOST OR STOLEN.

WE RECOMMEND YOU KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

PART ONE: THAI SILK EXPERIENCE/PRIVILEGE CARD GENERAL TERMS

The Thai Silk Experience/Privilege Card is issued to you by Thai Silk Waterloo Limited. It allows you to load a monetary value on to your card for future purchases at our restaurants and bars. The card is to be treated like cash. It cannot be replaced if lost, stolen or destroyed unless you have registered it and reported the loss as described below. The monetary value that you load onto your Card is a pre-payment only for the goods and services of Thai Silk Restaurants. No credit card, credit line, overdraft protection or deposit account is associated with your card. No interest, dividends or any other earnings on funds loaded on to a card will accrue or be paid or credited to you by Thai Silk Waterloo Limited. The value associated with the Thai Silk Experience/Privilege Card is not insured or guaranteed by any person or entity.

We reserve the right not to accept any Thai Silk Experience/Privilege or otherwise limit use of a Thai Silk Experience/Privilege Card if we reasonably believe that the use is unauthorised, fraudulent or otherwise unlawful.

Loading Value on Your Card.

You can load value onto a Thai Silk Experience/Privilege Card by using a credit card, debit card or cash by visiting any of our branches ie. Thai Silk Southwark or Thai Silk O2. A maximum of £1000 may be loaded onto your card at any given time and the minimum amount that can be loaded is £30. The denominations for loading on to your card are 30, 50 and 100. For every top up of 100 in one transaction, you will receive a bonus of 10% extra on your top up. Thai Silk Waterloo Limited may change these maximum and minimum amounts at any time by notifying you at the point of sale or on the Thai Silk web site and such change shall not constitute an amendment to this agreement.

Amounts loaded, and subsequently topped up, onto a Thai Silk Experience/Privilege Card are held and denominated in the currency of the country in which it was initially issued regardless of the currency used to load the card.

Discounts

The cardholder MUST ensure that they have sufficient funds in their account before any discount can be applicable. The discount offered in a single transaction is 10% for Experience Card holders.

Fees

Thai Silk Waterloo Limited does not charge any fees for the issuance, activation, use or topping up of your Thai Silk Experience Card however, for the Thai Silk Privilege Card, there is a #50 one off administration fee.

Receipts and Statements.

Cardholders are not sent statements of itemised transactions from a Thai Silk Experience/Privilege Card account. You can check the balance or review recent transactions on your card at www.showmybalance.com. When you use your Thai Silk Experience/Privilege Card, you will receive a receipt if you request one but will not be asked to sign the receipt. The receipt will only indicate that the purchase was made using a Thai Silk Experience/Privilege Card and will not provide the balance on your account. If you wish to check your balance at the point of sale, there will be a minimal charge of 20p per request. You should keep your receipts and check your online statement to ensure that your account balance is correct.

Redemption.

There is no redemption value.

Complaint Handling

We reserve the right to correct the balance of your Thai Silk Experience/Privilege Card account if we believe that a clerical, billing or accounting error has occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your card, please contact our Customer Relations Team by phone on 02079285111. We will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. If you are dissatisfied with our resolution of a dispute, after eight weeks you may refer the issue to the Financial Ombudsman Service if your card was issued in the U.K. We will have no liability for any billing error unless you provide us notice within

thirty (30) days of the date you become aware of the error. You should monitor your transactions and account balances closely.

Optional Registration; Liability for Unauthorised Transactions.

You are responsible for all transactions associated with your Thai Silk Experience/Privilege Card, including unauthorised transactions. However, if your card is lost, stolen or destroyed, the card can be replaced with the balance remaining on it at the time of your call, but only if you have registered it with us. To register your card, please visit our web site at <http://thaisilkrestaurant.co.uk>. Please notify us immediately if you change any of your registration information. If your card is lost, stolen or damaged, you should contact us immediately at 02079285111. Your Thai Silk Experience/Privilege Card balance is only protected from the point in time that you notify us that the card is lost, stolen or damaged. We will freeze the remaining balance on your Thai Silk Experience/Privilege Card at the time you notify us and will load that remaining balance on your replacement Thai Silk Experience/Privilege Card.

PART TWO: IMPORTANT LEGAL TERMS

Changes to This Agreement.

We may amend the terms of this agreement at any time for security, legal, regulatory or valid business reasons. If you have registered your Thai Silk Experience Card, we will notify you of any change, addition or deletion by email. In addition, we will post the terms to the modified agreement on our web site at <http://thaisilkrestaurant.co.uk>. Subject to the remainder of this clause, any change, addition or deletion will become effective at the time we post the revised agreement to our web site or generally in our restaurants or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Thai Silk Experience Cards. The amended terms will apply to you if (1) you do not notify us to the contrary within twenty (20) days of the date of our notice (or such other reasonable period of time as specified in our notice to you), or (2) you use your Thai Silk Experience Card after such twenty (20) day notice period. If you do not accept the changes, additions or deletions, your Thai Silk Experience Card will be cancelled and any amounts remaining on your Thai Silk Experience/Privilege Card will not be refunded to you.

Cancellation of This Agreement.

We may suspend or terminate this agreement at any time by giving you reasonable prior notice. We need not, however, give you notice where we have serious grounds for considering that immediate termination is required (e.g. if we reasonably suspect fraudulent or unauthorised use of the Thai Silk Experience/Privilege Card).

Governing Law

This agreement is governed by the laws of England.

Disclaimers and Limits of Liability.

Thai Silk Waterloo Limited does not represent or warrant that your Thai Silk Experience/Privilege Card will always be accessible or accepted at our restaurants and bars.

In the event that Thai Silk Waterloo Limited is liable to you under this agreement, you will be entitled to recover from us your actual damages, up to the last balance held on your Thai Silk Experience/Privilege Card.

Thai Silk Waterloo Limited will not be liable to you for:

- any loss of income, business, goodwill or profits arising out of this agreement;
- any unauthorised access to or alteration, theft or destruction of your Thai Silk Experience/Privilege Card;
- the consequences of any delay or mistake relating to the use of your Thai Silk Experience/Privilege Card caused by any circumstances beyond our control;
- any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;
- 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
- any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

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.

Assignment.

We may transfer all or part of this agreement without such transfer being considered a change to the agreement, by giving notice to you. The company or other entity to whom we transfer this agreement will have the same rights and obligations as we did before the transfer and we will ensure that it agrees in writing to be bound by the terms and conditions of this agreement so that your rights under this agreement are not detrimentally affected.

Entire Agreement; Construction.

All correspondence entered into under this agreement will be in the English language. This agreement is the complete and exclusive statement of the agreement between you and Thai Silk Waterloo Limited 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. Headings are for convenience of reference only and will in no way affect interpretation of this agreement.