**Terms & Conditions**

1. Edinburgh Napier Univeristy Cashless & Loyalty Scheme

Terms & Conditions

1. 1. Introduction

1.1 The Edinburgh Napier University Enjoy cashless and loyalty scheme (the Scheme) is operated by Edinburgh Napier University (the University).
1.2 The Scheme utilises the existing student or staff card (the Card) as a payment method. This is not a charge or credit card and may only be used in Edinburgh Napier University Enjoy catering facilities.
1.3 The Scheme also utilises the Enjoy Cashless App (the App) as an alternative payment method.
1.4 All customers who join the Scheme (Members) are considered to have accepted these Terms and Conditions.

1. 2. Overview

2.1 All University Scheme Members will be able to use the Card or App to:
2.1.1 Pay for food across the University outlets.
2.1.2 Receive loyalty points on products when purchased with the Card or the App.
2.1.3 Receive special promotions and offers throughout the year.

1. 3. Opening an Account

3.1 Customers can open an account at [www.enjoy.ac.uk](https://napieruni.mcr-symphony.net/loyaltyweb/www.enjoy.napier.ac.uk).
3.2 The account is personal to the registered Scheme Member.
3.3 The University reserves the right to refuse acceptance onto the Scheme.

1. 4. Topping Up

4.1 Member accounts contain a cashless “purse” which can be “topped up” with funds by using a credit/debit card at www.enjoy.napier.ac.uk or via the App.
4.2 The system has a facility for automatic top-up which allows the account to be automatically credited when it falls below a chosen amount. If Members wish, they can enable this by saving their chosen credit-/debit-card details at www.enjoy.napier.ac.uk and selecting the auto top-up function.
4.3 There is no minimum or maximum amount that can be loaded on the account and it is the responsibility of the Member to ensure the figure entered for authorisation is correct.
4.4 The Member can enable third parties to add funds to the account. It is not possible for the third party to view the account details, only to add funds.
4.5 Although Members can arrange for a third party to top-up their account on their behalf, the University will only deal with the registered Member.
4.6 At no point will the Member’s full debit/credit-card details be available to University staff.
4.7 Full debit/credit card details are protected by industry standard security regulations.
4.8 The University accepts no liability if unable to accept card payments due to technical issues.
4.9 The University does not accept American Express card payments.

1. 5. The Card

5.1 The Card will remain the property of the University at all times.
5.2 The University reserves the right to reject any Cards that have become unreadable.
5.3 The University accepts no responsibility for unauthorised use of the Card or for any points lost as a result of failure by the Member to keep the Card safe.
5.4 The electronic version of the student card available via the iNapier App cannot be used at the till.
5.5 Photocopies of Cards will not be accepted.

1. 6. The Enjoy App

6.1 Members can download the App from the relevant store.
6.2 The University does not accept any responsibility for any data charges Members may incur whilst using the App.

1. 7. Loyalty Points

7.1 Loyalty points can be earned or redeemed against all purchases made in the University’s Enjoy catering facilities, with the following exceptions:
7.1.1 Alcohol
7.1.2. Qualifying hot drinks for the hot drink stamp promotion.
7.2. Other products may also be excluded from the Scheme at the discretion of the University. Full details will be published on MyNapier.
7.3 Members will earn 5 loyalty points for each complete pound spent, so if a member spends £1.99, they will accrue 5 points.
7.4 The University may offer more points during certain times of the day – the times and days will be advertised.
7.5 The University will not exchange points for cash.
7.6 Members can check their points balance online at http://www.enjoy.napier.ac.uk or via the App.
7.7 The Member can accumulate an unlimited number of loyalty points which do not expire.
7.8 When using your points to make payment at the till, you must have sufficient points to cover the total transaction. Part payment by points is only available at the discretion of the till operator.
7.9 Points are personal to the individual Member and cannot be pooled with those earned by another individual and redeemed together.
7.10 Points cannot be transferred to other Members.
7.11 Members will only be able to redeem their loyalty points against purchases made in University’s Enjoy catering outlets, each point has a redemption value of one pence. The number of points used will be deducted from Members account.
7.12 Points will be earned at the time of purchase, provided the Card or the App is presented at the till. Members who forget to present their Card or App at the time of transaction cannot retrospectively claim for points.
7.13 If the till is offline, Members should still be able to accrue points, but will not be able to redeem points against the current transaction. If the till is offline for more than 5 days it may not be possible to add these points to their account.
7.14 The University may change the number of points members can collect and will display notices in the participating outlets and online, should this happen.
7.15 The University may set a limit on the number of times points may be awarded for promotional items on which additional points are available.
7.16 No refunds are available for purchases made with points. In these circumstances an exchange will be offered.
7.17 The University is under no obligation to award loyalty points for any reason outside of qualifying transactions.
7.18 In case of any discrepancy regarding the number of points on your account, the University reserves the right to take the final decision.
7.19 The University reserve the right to refuse to redeem any points which have been acquired by theft, fraud or any other means which are not in accordance with these Terms and Conditions, and the terms and conditions of any applicable promotion.

1. 8. Hot Drinks Stamp Card

8.1 On the purchase of any qualifying hot drink at the University’s Enjoy outlets, a customer will receive one electronic stamp. On the purchase of a seventh hot drink, a voucher for a free hot drink will be added to the Member’s account. Details of qualifying hot drinks will be available on MyNapier and at Enjoy outlets.
8.2 The number of stamps accrued can be viewed on the Member’s account at www.enjoy.napier.ac.uk or via the App.
8.3 The stamp will be automatically earned at the time of purchase, provided payment is made via the Card or App.
8.4 Redemption of the voucher is available at the till at any University Enjoy outlets on the purchase of any qualifying hot drink.
8.5 Items may be excluded from purchase with a hot drink voucher at some or all participating outlets at the discretion of the University and will be advertised on MyNapier.
8.6 A member can hold an unlimited number of vouchers which do not expire.
8.7 Vouchers cannot be transferred to another Member or redeemed as cash.
8.8 Loyalty points will not be earned on qualifying hot drinks purchases.

1. 9. Lost/Stolen cards or mobile phones

9.1 If a Member’s Card / registered device is lost or stolen, it is the Member’s responsibility to mark it as lost by updating their account at http://www.enjoy.napier.ac.uk.
9.2 As soon as the Member has marked the Card or registered device as lost/stolen online, no funds will be available to spend on the Card/Device.
9.3 The Member should then request a replacement Card via the processes defined on MyNapier Once printed, the new card will be registered automatically on the Member’s account and can be used at the till.
9.4 The University is not liable for any loss of loyalty points or funds. The University will not refund any credit where the card has been used by any third party.

1. 10. Communication

10.1 The University will use, or authorise the use of, Member information for the following purposes only:
10.1.1 To process their account registration;
10.1.2 To respond to their queries or requests;
10.1.3 To administer their account and to undertake any of the University’s obligations to the Member;
10.1.4 To analyse their purchase history in order to inform of any special offers that may be of interest to the Member, if prior consent has been obtained from the Member; and
10.1.5 To send details of products, services or promotions which may be of interest to the Member, if prior consent has been obtained from the Member.

1. 11. Withdrawal from the Scheme

11.1 Members may withdraw from the Scheme at any time.
11.2 Refunds on unspent balances will not be provided automatically in the event of a Member withdrawing from the Scheme.
11.3 If there is a balance of £10 or more remaining on the account, the Member can apply for a refund before their account is closed. Balances of less than £10 will not be refunded.
11.4 Members must contact the ISServiceDesk@napier.ac.uk if they wish to withdraw from the Scheme. They must specify whether they require a refund on withdrawal. If a refund is not specified the University will assume that the Member will spend any remaining funds on their account to reach a zero balance.
11.5 The University will use all reasonable endeavours to return all unspent funds to members within 28 days of receiving the refund request.
11.6 The Member will forfeit the right to use any unused loyalty points that have accumulated upon withdrawal from the Scheme.
11.7 Loyalty points cannot be transferred to anyone else.

1. 12. Inactive Accounts

12.1 Any accounts found to be inactive for a period of 12 months or more will be closed by the University. Refunds will not be available after 12 months or more of inactivity

1. 13. Limitations on service

13.1 The University will endeavour to ensure the Card, App and the necessary the Scheme infrastructure are working to process purchases by Members. However, the University cannot guarantee that the website, Cards or infrastructure will be accessible all the time. The University will look to minimise any inconvenience caused.

1. 14. Termination/Suspension of Scheme

14.1 The Scheme has no scheduled end date but will be reviewed by the University on an annual basis.
14.2 The University can cancel or amend the terms of the Scheme at any time with reasonable notice. The University will endeavour to provide Members with 30 days’ written notice in event the Scheme is closed. Written notice will take the form of an email to the address registered on the account.
14.3 Members will be required to use any unspent funds within the notice period or receive a full refund of any unspent funds upon termination or suspension of the Scheme. Any balances of under £1 will be donated to charity and will not be refunded.

1. 15. No Liability

15.1 The University will not be liable for any loss caused by Cards or infrastructure not working.
15.2 In any other circumstances the University is not liable for any financial loss sustained by a customer.
15.3 Any points or vouchers earned on the Scheme are not covered by the Financial Services Compensation Scheme. The University does not offer any other compensation schemes to cover losses claimed in connection with the Member’s Card or App.
15.4 The University does not warrant or represent that the Card or App will always be accepted at participating University Enjoy catering outlets.
15.5 The University accepts no responsibility for any malfunctions, errors or viruses in the software that has been designed to maintain your details or for any incompatibility with all or any hardware and/or software that you use.

1. 16. General

16.1 The Card, coupons, vouchers and points, in whatever form, are issued by and remain the property of the University which may, at any time, modify or cancel the Scheme or change these Terms & Conditions for any reason at any time, giving reasonable notice.
16.2 The University may decline to issue, withdraw or cancel vouchers and points, in whatever form, and / or remove a member from the Scheme at any time where there is reasonable belief of:
16.2.1 any abuse or attempted abuse of the scheme;
16.2.2 any breach or attempted breach of these terms and conditions and / or those relating to the optional elements of the scheme;
16.2.3 any behaviour relating to The University that involves theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information.
16.3 The Scheme is only for personal and consumer use. The Card and / or App cannot be used for any department transactions or purpose; members found to use their Card and / or App for departmental purposes may be removed from the scheme or forfeit those points collected.
16.4 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect.

1. 17. Feedback Procedure

17.1 All feedback regarding any aspect of the local services should be directed to the catering supervisor at each campus. Alternatively, please fill out a comment form on site or email enjoy@napier.ac.uk.

If you have any queries regarding the Card, the App, the Scheme or these Terms & Conditions, please email the ISServiceDesk@napier.ac.uk. In case of a dispute, the decision of the Director of Property & Facilities shall be final.