

# CONCIERGE

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## TERMS AND CONDITIONS OF MEMBERSHIP

These terms and conditions should be read carefully by the Member as they provide the legal framework against which the Company agrees to provide Services to the Member (as defined below).

### 1. Definitions and Interpretation

1.1 In these terms and conditions (the “Terms and Conditions”) the following words and phrases shall have the following respective meanings unless the context requires otherwise:

1.1.1 “Agreed User” means a specified individual within a Member’s family or personal staff as named on the Membership Application Form by the Member (or as subsequently notified by the Member to the Company in writing) as having such Member’s express authority to instruct the Company to provide Services on the Member’s behalf;

1.1.2 “Company” means Concierge London Limited, a company registered and incorporated under the laws of England & Wales (company number 3817716) the address of whose registered office is Studio D3, The Old Gasworks, 2 Michael Road, London, SW6 2AD;

1.1.3 “Goods” means any goods purchased by or supplied to the Company on behalf of a Member and subsequently provided to the Member under the Terms and Conditions which goods shall be deemed to have been purchased by the Company as agent for the Member;

1.1.4 “Member” means the person, corporate entity or Overseas Member named on the Membership Application Form where acceptance of an application has been communicated to the Member by the Company;

1.1.5 “Membership Application Form” means the application form completed by an applicant or Overseas Member in applying for membership;

1.1.6 “Membership Fee” means the annual fee charged by the Company to the Member for membership;

1.1.7 “Overseas Member” means a person or corporate entity being a full member of Concierge New York LLC and having requested overseas membership of the Company;

1.1.8 “Payment Card” means credit card or debit card;

1.1.9 “Service Fee” means the fee charged by the Company to the Member for the provision of its Services;

1.1.10 “Services” means any services provided by the Company to the Member or sourced by the Company from a Supplier for the Member and subsequently provided to a Member under the Terms and Conditions including the purchase of Goods on behalf of the Member; and

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1.1.11 "Supplier" means any third party supplier with whom the Company liaises in sourcing the Services while acting as agent on behalf of the Member.

1.2 In these Terms and Conditions:

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 any reference to a statutory provision shall include any amendment, replacement or re-enactment thereof; and

1.2.3 the headings of clauses are intended for convenience only and shall not affect the interpretation of the Terms and Conditions.

## 2. Membership

2.1 On receipt of a completed Membership Application Form, the Company will decide whether the application has been successful. The Company has an absolute discretion to accept or reject any application for membership and is not obliged to act reasonably in doing so. The Company will notify a Member in the event that an application is successful. Where an application is not successful, the Company is under no obligation to disclose its reasons for rejecting an application.

2.2 The Company shall not be deemed to have accepted the membership of an applicant until payment of the Membership Fee has been received in cleared funds from the Member. Following receipt of the Membership Fee, membership shall commence on such date as notified to the Member by the Company (the "Effective Date").

2.3 Acceptance by the Company of an application for membership constitutes a binding contractual agreement between the Company and the Member upon these Terms and Conditions commencing from the Effective Date.

2.4 Membership is personal to the Member and cannot be transferred to any third party. The Company may transfer its rights and obligations under these Terms and Conditions at any time, subject to giving Members 7 days' prior written notice of such intention to transfer.

2.5 In the case of the death of a Member, the Member's personal representatives should notify the Company of the Member's death. The Company will then inform the personal representatives of any necessary documentation it requires in order to arrange for a refund of the unused balance of the Membership Fee to the Member's personal representatives. Such a refund will be calculated on a time apportionment basis in respect of the unused period of membership.

## 3. Membership Fees and Renewals

3.1 Membership is conditional on payment in advance and in full of the Membership Fee.

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3.2 The Membership Fee shall be paid in full in advance and on each anniversary of the Effective Date using either a Payment Card or annual standing order only.

3.3 Save where the Company gives its prior written consent, it will not accept payment of the Membership Fee by any method other than those stated in clause 3.2.

3.4 Where the Member chooses to pay the Membership Fee by annual standing order, payment must be arranged in advance by the Member by completing the annual standing order mandate ("the Mandate") attached to the Membership Application Form. Where a Member selects to pay the Membership Fee by Payment Card, the Member hereby authorises the Company to charge subsequent Membership Fees to the Payment Card on each anniversary of the Effective Date. Where the Member has chosen to pay by Payment Card and the Company fails to receive such payment for any reason (including by virtue of the credit limit of the Payment Card having been exceeded or the Payment Card having been cancelled), the Company shall be entitled to terminate the Member's membership pursuant to clause 7.1 but without prejudice to its other rights in respect of such non-payment.

3.5 If the Membership Fee or any Instalment remains unpaid after the due date for payment, all monies owing to the Company under these Terms and Conditions will become due and payable immediately. Such monies will include any unpaid balance of (i) the Service Fee; or (ii) the Membership Fee in respect of the Member's current year of membership.

3.6 The Company may charge a 4% (four per centum) handling fee in respect of payments of the Membership Fee or Service Fee made by credit card. Where a Member makes payment of the Membership Fee or Service Fee by debit card, the Company may charge a handling fee of 40 pence per transaction.

3.7 Membership will automatically continue beyond each anniversary of the Effective Date ("the Renewal Date") unless otherwise cancelled or terminated by the Member or the Company in accordance with these Terms and Conditions. The Member authorises the Company to deduct renewal Membership Fees by using the Mandate or the Payment Card up to 28 days prior to or at any time after the Renewal Date.

3.8 With effect from the first anniversary of the Effective Date, the Membership Fee may be increased by the Company at any time. The Company shall give the Members not less than 30 days' written notice ("the Notice") prior to any such increases. Upon receipt of a Notice, the Member may cancel its membership by sending written confirmation of cancellation to the Company, provided that such confirmation is received by the Company within 28 days of the date of the Notice.

3.9 The Membership Fee shall be payable by a Member irrespective of the Member's level of use of the Services or any changes in the Member's personal circumstances, such as moving to another city or country.

3.10 Members shall pay the Membership Fee in full without any discount, deduction, set-off or abatement whatsoever. If the Member fails to make payment within 30 days following the due date then, without limiting any other right or remedy available to the Company, the Company may:

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3.10.1 freeze the Member's membership and withdraw the continuation of Services to the Member;

3.10.2 cancel the membership pursuant to clause 7.1.2. Where such cancellation of membership occurs, the Company cannot guarantee a former Member will be successfully re-admitted as a Member at any time following cancellation.

3.10.3 charge the Member interest on all overdue payments until payment is received in full (and both after as well as before judgment) at the annual rate of 3% (three per centum) above the base lending rate of Lloyds TSB from time to time (such interest accruing daily.)

## 4. Service Fees

4.1 The Company's charges for the Services are based on an hourly charge out rate ("the Rate") and value added tax ("VAT") will be added to the Rate. The Rate is calculated in 15 minute units (for example, if the duration of the Services is 20 minutes, the Member will be charged two 15 minutes units). The standard Rate for requests for Services to be performed within Normal Business Hours (as defined in clause 4.2 below) is £40 per hour plus VAT. However, the Rate will increase to £250 per hour plus VAT for time spent by a director of the Company in Normal Business Hours.

4.2 With the exception of English bank holidays, the Company's normal business hours are 9.00am to 6.00pm Monday to Friday ("Normal Business Hours"). The Company may be available to provide Services to Members outside these hours. Normal Business Hours may be lengthened or shortened in the absolute discretion of the Company upon reasonable prior notice being given to Members. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving notice of cancellation to the Company within 14 days of the date of such notification. The Company will arrange a reimbursement of the unexpired portion of the Membership Fee calculated on a pro rata basis within 28 days following receipt of the notice of cancellation from the Member.

4.3 With the exception of English bank holidays, where a Member requests Services to be performed during Monday to Friday but outside the Company's Normal Business Hours an increased Rate will be charged to the Member as follows:

- 7am – 9am: £65 per hour plus VAT;
- 6pm – 10pm: £65 per hour plus VAT; and
- 10pm – 7am: £150 per hour plus VAT.

4.4 Where a Member requests Services to be performed on Saturday or Sunday an increased Rate will be charged to the Member as follows:

- 12 midnight – 9am (Saturday): £150 per hour plus VAT;
- 9am – 6pm (Saturday): £65 per hour plus VAT;
- 6pm (Saturday) – 9am (Sunday): £150 per hour plus VAT;
- 9am – 6pm (Sunday): £65 per hour plus VAT; and

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- 6pm – 12 midnight (Sunday): £150 per hour plus VAT.

4.5 Where a Member requests Services to be performed on an English bank holiday, an increased Rate of £150 per hour plus VAT will be charged to the Member.

4.6 Any amendments to the Rate will be notified to the Member in writing no later than 21 days prior to the intended implementation of an amended Rate. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving notice of cancellation to the Company within 14 days of the date of such notification. The Company will reimburse the Member in respect of the unexpired portion of the Membership Fee calculated on a pro rata basis. Such reimbursement will be arranged by the Company within 28 days following receipt of the notice of cancellation from the Member.

4.7 The Company shall issue monthly invoices in respect of the Service Fee to the Member (the "Invoice"). Invoices must be paid by the Member within 30 days of their date (or such other period as is agreed in writing between the Company and the Member).

4.8 Time shall be of the essence in relation to payment of Invoices.

4.9 Members shall pay Invoices in full without any discount, deduction, set-off or abatement whatsoever. If the Member fails to make payment of such Invoices on the due date then, without limiting any other right or remedy available to the Company, the Company may:

4.9.1 freeze the membership of the Member until such Invoices are paid, thereby preventing the Member from using the Services;

4.9.2 cancel the Member's membership pursuant to clause 7.1.2. Where the Company cancels membership pursuant to this clause, it shall refund the balance of the Membership Fee to the Member on a time apportionment basis in respect of the unused period of membership. Where such cancellation of membership occurs, the Company cannot guarantee a former Member will be successfully re-admitted as a Member at any time following cancellation; and/or

4.9.3 charge the Member interest on all overdue payments until payment is received in full (and both after as well as before judgment) at the annual rate of 3% (three per centum) above the base lending rate of Lloyds TSB from time to time (such interest accruing daily).

## 5. Services

5.1 The Company will provide the Services to the Member on condition that all requests are for lawful and moral personal services in respect of the personal needs.

5.2 The Company is entitled to act on instructions received from an Agreed User as if they were instructions received directly from the Member.

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5.3 The terms and conditions governing the provision of certain services, for example, party or event organisation, property searching or sourcing of staff members for Members, may be supplemented by additional agreements which will be sent to Members upon requesting such services. The provision of such services will not commence until the Company receives such agreement duly signed by, or in the case of a Corporate Member, on behalf of, the Member.

5.4 Acting reasonably at all times, the Company reserves the right to:

5.4.1 refuse to provide any Service requested; and/or

5.4.2 withdraw the continuation of any Service;

provided that the Company informs the Member of any refusal or withdrawal as soon as reasonably practicable.

5.5 Except where Services are to be provided by the Company, the Company will liaise with Suppliers in procuring the Services to be provided to the Members. The Company will communicate with Suppliers on a Member's behalf unless it considers that it is more appropriate in the circumstances for the Member to contact the Supplier directly, in which case it will advise the Member accordingly.

5.6 Suppliers may impose their own terms and conditions in providing the Services and Members are required to comply with such terms and conditions. Unless otherwise agreed by the Supplier, a Member shall not be entitled to cancel any Service requested where, on a Member's instructions, performance has already begun.

5.7 Where the Company receives instructions from a Member to obtain tickets to a sold-out event ("the Event"), the Company will liaise with Suppliers to source and purchase such tickets. Members acknowledge and agree that such tickets may be purchased at a premium to their face value.

5.8 Where tickets to an Event have been purchased pursuant to clause 5.7 and the Event is subsequently cancelled for any reason, Members acknowledge and agree that any reimbursement will be limited solely to the face value of such tickets.

5.9 Where a Member decides to cancel tickets arranged on the Member's behalf by the Company, the Company will not arrange refunds of: (1) the price paid for the tickets and any booking fee; or (2) the cost of any ancillary expenses involved in purchasing the tickets.

5.10 Where the Company, as principal, supplies products which are made to a Member's personal specification or are perishable in nature, such products will not be returnable by Members under any circumstances.

5.11 Where a Member requests the Company to purchase Goods on his behalf, the Member agrees that such Goods will be purchased by the Company as agent for the Member and accordingly any contract of purchase will be entered into between the Member and the relevant Supplier.

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5.12 Where a Member requests the Company to make recommendations to the Member, the Member agrees that the Company may retain any referral fees or commissions received pursuant to such recommendations and it shall not be obliged to inform the Member of such fees. Where a Member requests that the Company purchases Goods on the Member's behalf, the Member agrees that the Company may charge mark-up fees, handling charges and any other reasonable fees incurred in the purchasing of such Goods to the Member which fees will be notified to Members at the time the request is made to the Company.

## 6. Payments to Suppliers

6.1 The Company offers an expenses account facility ("the Expenses Account") to each Member at no extra charge. From time to time, the Company may request that Members make a lodgement ("the Lodgement") to the Expenses Account on specified dates. Where a request for a Lodgement is not made on the specified date, the Company may decline to provide any further Services to the Member until such Member has made the required Lodgement to the Expenses Account.

6.2 If the Member fails to make the required Lodgements on the specified date as requested by the Company then, without limiting any other right or remedy available to the Company, the Company may:

6.2.1 suspend the provision of any Services to the Member (where payment for such Services would otherwise be made from the Member's Expenses Account) until the required Lodgements are made;

6.2.2 freeze the membership of the Member until the required Lodgements are made, thereby preventing the Member from making use of the Services; or

6.2.3 cancel the Member's membership pursuant to clause 7.1.2. Where such cancellation of membership occurs and the Company subsequently receives an application from the former Member to be re-admitted as a Member, the former Member's application will be logged at the bottom of the Company's waiting list for membership and considered in due course.

6.3 A Member may at any time request that the balance of any monies contained in the Expenses Account are repaid by the Company. Such a request must be in writing and signed by the Member. The Company will repay the balance of any monies in the Expenses Account to the Member within 14 days of receiving the written request to repay.

6.4 The Company may use the monies contained in the relevant Member's Expenses Account in order:

6.4.1 to make payments to a Supplier on the Member's behalf; and/or

6.4.2 (upon prior request from the Member) to pay an Invoice.

6.5 A complete breakdown of all movements into and out of the Expenses Account will be provided in the statement of account which will be sent to Members each month.

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6.6 The Company may use the Member's Payment Card to make payments to a Supplier on the Member's behalf on condition that a Member has requested and authorised the Company to do so. In such circumstances, Members acknowledge, warrant and agree that:

6.6.1 the Company shall have no liability in respect of or be responsible in any way for any use of a Member's Payment Card by such Supplier;

6.6.2 the Payment Card used will be that of the Member's; and

6.6.3 the Payment Card will be sufficient to cover in full the cost of the goods or services supplied by the Supplier.

6.7 From time to time a Member may instruct the Company to make a restaurant reservation on his behalf. Where such reservation is subsequently cancelled by the Member, the Member authorises the Company to charge to his Payment Card the amount of any deposit forfeited by the Company as a result of such cancellation.

## **7. Cancellation and Suspension of Membership**

### *Cancellation by the Company*

7.1 The Company reserves the absolute right to cancel the membership of any Member (in its sole discretion) with immediate effect in the following circumstances:

7.1.1 where a Member commits a serious or repeated breach of these Terms and Conditions and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;

7.1.2 if any part of the Membership Fee or Service Fee remains unpaid 30 days after its due date for payment; or

7.1.3 if a Member provides the Company with details which the Member knows to be false when applying for membership and the false declaration would have reasonably affected the Company's decision to grant membership.

If the Company terminates for any of the reasons in this clause, it reserves the right to retain a proportion of the money paid under these Terms and Conditions to cover any reasonable costs incurred, including legal expenses.

7.2 Where the Company cancels membership for any serious reason, other than those outlined in clause 7.1, it will give 28 days' notice of cancellation to the Member. Where the Company cancels membership pursuant to this clause, it shall refund the balance of the Membership Fee on a time apportionment basis in respect of the unused period of membership.

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7.3 Where membership was granted to a Member on the basis that such Member was an Overseas Member and such Member ceases to be a full member of Concierge New York LLC, the Company reserves the right to refuse to renew the membership of such Member with effect from the next Renewal Date.

## *Cancellation by the Member*

7.4 A Member shall not be entitled to cancel membership during the initial 12 month period except where cancellation is sought by the Member in writing to the Company within 7 days of the Effective Date. In such circumstances, the Member will receive a full refund of the Membership Fee. Where the Member requests Services within 7 days of the Effective Date, the Member's right to cancel in accordance with this clause will end from the date performance of the Services begins.

7.5 Where a Member cancels membership pursuant to clause 7.4, the Company will lose the time it has spent in processing the Member's application. Therefore, the Company reserves the right to charge the Member an administration fee of £500 which will be sufficient to cover the Company's lost expenses and handling charges. This will be deducted from the Membership Fee refund owed to the Member.

7.6 Members are entitled to cancel membership by giving not less than one month's notice prior to each anniversary of the Effective Date. For the avoidance of doubt, if such notice is not received from the Member within such period, the Company may proceed to invoice the Client and process payment of the Membership Fee and the Member's entitlement to cancel in respect of his Membership for the following year will lapse.

7.7 Where membership has been cancelled in accordance with clause 7.6, the Member must ensure that the relevant Mandate for its Membership Fee has also been cancelled. Where the Member fails to do so, the Company will be required to repay Membership Fees(s) or relevant part thereof to a Member due to the Member's omission. In such circumstances, the Company will lose time spent in arranging for such repayment to the Member. The Company therefore reserves the right to charge the Member an administration fee of £100 per repayment which is sufficient to cover its lost expenses and handling charges.

7.8 In addition to the rights of cancellation under this clause 7, Members shall be entitled to cancel Membership in accordance with clauses 3.8, 4.2, 4.6 and 12.3.

## **8. Liability**

8.1 The Company warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, such provision will accord with the Member's request and instructions.

8.2 Where the Company engages a Supplier to procure Services for a Member, it will use reasonable care and skill in selecting and engaging the Supplier. Save as provided in clause 8.1, the Company does not provide any recommendations or representations or offer any warranties as to the quality, fitness for a particular use or otherwise of the Goods or the standard of Services supplied.

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8.3 Members should note that the successful sourcing of Suppliers is always subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, the Company will use reasonable endeavours to ensure that a substitute Supplier is located. The Company shall not be responsible for any actions of Suppliers which are outside the Company's actual control.

8.4 Members must rely on their own judgment and discretion in selecting and using the Services offered by a Supplier and in entering into any third party contracts with a Supplier. Any Goods or Services provided by the Supplier will be governed by the contract formed between the Member and the Supplier. The Company will not be responsible for any Goods or Services provided by the Supplier but will do everything it reasonably can to assist Members in any subsequent dealings with Suppliers.

8.5 Any contracts which Members enter into with Suppliers are independent and not connected to or subject to these Terms and Conditions. The Company disclaims any and all liability for any act or omission of any Supplier or any loss incurred by a Member as a result of any act or omission of a Supplier.

8.6 On occasions, the Company may be asked to make recommendations to Members. When making such recommendations, the Company shall use reasonable endeavours to ensure that such recommendations are accurate. However, the Company does not warrant to Members that such recommendations are accurate or that they will be to the Member's own satisfaction. Members must make and rely on their own enquiries in relation to such recommendations. The Company accepts no liability for any goods or services provided to a Member in the course of acting upon such a recommendation.

8.7 The Company does not limit its liability for death or personal injury caused by its negligence or that of its employees.

8.8 Subject to clause 8.7, the Company's liability whether arising from negligence, tort, breach of contract or other obligation or duty is limited to £200,000 and Members are responsible for making their own arrangements for the insurance of any excess loss.

8.9 Subject to clause 8.7, the Company will not have any liability to the Member for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):

8.9.1 loss of revenue or profits;

8.9.2 loss of business opportunity or loss of contracts;

8.9.3 loss of goodwill or injury to reputation;

8.9.4 indirect, consequential or special loss or damage; or

8.9.5 anticipated savings.

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8.10 The Company shall not be liable to the Member and will not be deemed to be in breach of these Terms and Conditions for any delay in performing or failure to perform the Services where such delay or failure is due to causes or events beyond the Company's reasonable control.

## 9. Confidentiality

9.1 The Company warrants that it will keep secret and not disclose directly or indirectly to any third person (except as authorised or required to carry out the Services) any confidential information that the Company possesses concerning the Member.

9.2 The obligation at clause 9.1 shall continue during and after termination of the Services but shall cease to apply to information or knowledge which has become public knowledge otherwise than through any unauthorised disclosure or other breach by the Company.

## 10. Employment by Member of Employees of the Company

10.1 For the purposes of this clause 10, an Employee means any employee of the Company. The provisions of this clause 10 shall apply where Members seek to offer to employ Employees or entice Employees away from the Company.

10.2 If the Member employs or offers to employ any Employee who within the period of 6 months prior to the commencement of employment or enticement away by a Member provided Services directly to the Member, the Company shall be entitled to charge a fee representing 25% (twenty five per centum) of the Employee's annual basic salary (as at the date of such commencement of employment or offer or enticement away whichever is the latter) plus VAT.

10.3 The obligations in this clause 10 shall survive any termination of membership.

## 11. Data Protection

11.1 The Company may periodically produce a newsletter or other publication which may be posted to Members at the Company's discretion. If the Member does not wish to receive such publications by post, the Member should instruct the Company accordingly in writing.

11.2 To ensure that Members maximise their membership benefits, the Company may send Members information by post or email on forthcoming promotions, events and such other benefits, offers, products or services which they may be entitled to or interested in as a Member. If the Member does not wish to receive such information, the Member should instruct the Company accordingly in writing.

11.3 The Company may contact Members who have not used their membership recently to offer services or may contact Members to seek their opinion on how the Services offered may be improved. If the Member does not wish to be contacted in this way, the Member should instruct the Company accordingly in writing.

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## 12. General

12.1 Nothing in these Terms and Conditions is designed to give any other person any rights or remedies under the Contracts (Rights of Third Parties) Act 1999.

12.2 These Terms and Conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

12.3 The Company may vary the Terms and Conditions from time to time and will notify Members in writing in advance 14 days prior to such variation. Upon receiving a notice of variation of these Terms and Conditions, a Member may cancel membership by serving notice in writing to the Company within 30 days following receipt of the notice of variation. In such circumstances, the Company will reimburse the Member's Membership Fee on a pro rata basis. A Member's continuing request for Services will indicate its acceptance of the altered Terms and Conditions in any event.

12.4 Where Members wish to raise any queries, concerns or complaints with the Company, it should write to the Company at Studio D3, The Old Gasworks, 2 Michael Road, London SW6 2AD.