KNIGHTSBRIDGE
CIRCLE

# APPLICATION FOR MEMBERSHIP

TITLE

FULL NAME

NATIONALITY

DATE OF BIRTH / /

HOME ADDRESS

TELEPHONE

MOBILE PHONE

EMAIL

OCCUPATION / PROFESSION

FAVOURITE DESTINATIONS

FAVOURITE HOTELS

HOBBIES & INTERESTS

FAVOURITE RESTAURANTS / CUISINE

I would like to be considered for membership of Knightsbridge Circle Ltd. I agree to the Knightsbridge Circle Terms & Conditions.

DATE

SIGNATURE

PRINTED NAME

# MEMBERSHIP TERMS & CONDITIONS

## 1. TERMS & CONDITIONS

1.1 These are the terms and conditions on which we supply the **By Invitation Service** (being our lifestyle and management 'services') to you. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. We are Knightsbridge Circle Ltd a company registered in England and Wales. Our company registration number is 08161263 and our registered office is at PO Box 41, 4 Montpelier Street, London, SW7 1EE. Our registered VAT number is 154276114. You can contact us by telephoning our customer service team at +44 (0) 203 6275 769 or by writing to us at Studio 41, 4 Montpelier Street, London SW7 1EE. 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.

1.2 When we use the words "writing" or "written" in these terms, this includes emails.

## 2. OUR CONTRACT

This contract will come into existence, upon acceptance by us of your membership application, and will last for a minimum period of 12 months. By Invitation Service is an annual ongoing service, so your membership will be renewed automatically on the anniversary date of the commencement of the contract (**Renewal Date**), unless you terminate the services in accordance with these terms.

## 3. BY INVITATION SERVICE

3.1 The By Invitation Service entitles you to a named Knightsbridge Circle Ltd Personal Manager to handle your travel and lifestyle requests. We will search for suppliers and, where applicable, book services for you with such suppliers.

3.2 We will supply services to you in accordance with your particular requests, provided that we will not be required to provide or facilitate the supply of goods and/or services which we deem at our sole discretion may violate applicable laws, standards and/or regulations. We reserve the right to decline any instruction from you on the grounds that it is outside of our remit, or it is illegal or immoral. If we exercise our right to decline an instruction, we will inform you as soon as reasonably practicable and the instruction will not count as a request.

3.3 We will provide the services with reasonable care and skill and, as far as possible, in accordance with your requests and reasonable instructions from time to time.

3.4 You will be allocated a Personal Manager who will be available to you throughout the year to manage your requests. Your Personal Manager's core hours will be between 9.00am to 5.30pm from Monday to Friday. Outside of the core hours, your Personal Manager will use their best endeavours to respond to your requests as promptly as possible. Should your Personal Manager be unavailable for any reason, we will arrange a replacement to provide the services.

3.5 You may place requests by telephone, email or WhatsApp and must provide us with all information necessary in order to carry out a request. If we are unable to fulfil a request, we will inform you as soon as reasonably practicable.

3.6 We reserve the right to make changes to the By Invitation Service as are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature and quality of the services, and we shall notify you in any such event.

3.7 You agree to provide true, accurate, current and complete information when you provide any requests to us.

3.8 Your membership is personal to you, and you are responsible for ensuring that no one else uses the services.

3.9 We will endeavour to ensure that any supplier used in the provision of the services demonstrates adherence to good industry practice and provides a high quality service. We will let you know if we become aware of any issues or concerns we have with a proposed supplier before the supplier is either instructed to do the work or is introduced to you. It will then be up to you to decide whether to proceed with instructing the supplier. The contract for work to be carried out, goods to be supplied, or services to be provided is between you and the supplier. We are not a party to that contract, and any terms imposed by the supplier shall be binding upon you at the time of order. We cannot guarantee or be responsible for any work carried out, goods supplied, or services provided by a third party supplier. You agree to inform us if you wish to cancel any booking or purchase made, or if you are unable to honour any appointment, reservation or meeting arranged in connection with the services. You will be responsible under the contract with the supplier for any cancellation fees/charges. When we instruct a supplier on your behalf, we are not responsible for the actions of the supplier (unless there has been a breach by us).

Subject to the terms of this contract and to the extent permissible by law, we accept no liability for any loss, liability or cost incurred by you as a result of any act or omission of a supplier.

3.10 You shall be responsible for all fees charged by suppliers whether notified to you at the time of booking or otherwise charged by the supplier for their services. We will manage payments to suppliers on your behalf. We will always seek your approval before using your credit or debit card to make payments, and may make payments with your prior consent on your behalf which we will invoice you for at the end of the relevant month of the contract. Such invoices shall be paid by you within 7 days.

3.11 We reserve the right to deny any requests from you if you repeatedly fail to honour your bookings or violate cancellation policies. Where we incur any fees or costs as a result of such cancellation or failure by you, we will invoice you for such fees and costs at the end of the relevant month of the contract. Such invoices shall be paid by you within 7 days.

3.12 From time to time we may incur additional expense in providing the services. Any additional associated costs or expenses in the sourcing, provision, or delivery of the services will be incurred with your prior written consent and shall be paid for by you and will be billed to your account.

3.13 You agree that in relation to any travel arrangements which we are required to help arrange for you, you will be responsible for taking out adequate travel insurance for your journey. It is also your responsibility to fulfil the passport, visa and other immigration requirements as are applicable to your journey. We do not accept any responsibility if you are unable to travel due to not complying with any such requirements.

## 4. PROVIDING THE SERVICES

4.1 We are not responsible for delays outside of our control. If our supply of the services is delayed by an event outside of our control then we will contact you as soon as possible and we will take steps to minimise the effects of the delay. Provided that we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but have not received. Similarly we cannot be held liable for any delays caused by third party suppliers.

4.2 We may need certain information from you so that we can supply the services to you, for example, your personal details, bank details and passport details. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not providing us with the information we need within a reasonable time of us asking for it.

4.3 We may from time to time have to suspend the supply of our services to:

(a) address any technical problems or make minor technical changes;

(b) update the services to reflect changes in relevant laws and regulatory requirements; or

(c) make changes to the services as requested by you or notified by us to you.

4.4 We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. You may contact us to end the contract for services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

4.5 We may also suspend supply of the services if you do not pay any sums owing to us. If you do not pay us for the services when you are required to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services.

4.6 We shall, upon request, facilitate one (1) application to a private members' club per membership year. Such facilitation shall include, where applicable, the provision of a proposer and seconder, assistance with the completion of the relevant application forms, and submission of the application to the relevant club.

You acknowledge and agree that the final decision rests solely with the relevant club, including its owner, membership director, or admissions committee. We do not guarantee acceptance of any application and shall not be liable for any refusal, delay, or withdrawal of any application.

If you wish to apply to more than one private members' club within the same membership year (running from your onboarding date to your renewal date), we will provide a quotation for such additional applications. Any such fees shall be payable in advance. In the event that an application is not accepted within eighteen (18) months from the date of submission, the applicable fee will be refunded.

4.7 From time to time, Members may request that Knightsbridge Circle assist with the planning and management of private or corporate events, including but not limited to birthdays, weddings, and corporate functions.

Such event planning and management services fall outside the scope of standard Membership Services due to the significant time, resource, and operational requirements involved.

Where requested, Knightsbridge Circle may, at its sole discretion:

(a) provide such services in-house, subject to a separate scope of work and additional fees; or

(b) introduce and recommend trusted third-party event planners or specialists, in which case the Member will contract directly with such third parties.

Any in-house event management services provided by Knightsbridge Circle will be subject to a separate agreement, clearly outlining deliverables, timelines, and applicable fees.

## 5. YOUR RIGHTS TO END THE CONTRACT

5.1 You can terminate your contract with us immediately if:

(a) We have told you about an upcoming material change to these terms which you do not agree to; or

(b) We have breached a material term of or agreement which is not capable or remedy

If you are ending this contract for the reason set out above, the contract will end immediately and we will offer a prorated refund for the By Invitation service which has not been provided.

5.2 You have a legal right to change your mind within 14 days after signing of the contract ("**Cancellation Period**") for no reason and receive a refund. If you cancel the contract within the Cancellation Period, you will be reimbursed your membership fee, less deductions for the services we have performed and expenses we incurred up until you informed us of your decision to cancel. You acknowledge that you authorise us to start services immediately and agree that if you exercise your right to cancel during the Cancellation Period, you will be liable for all fees in relation to work incurred before the cancellation.

5.3 If you want to end the contract, without cause, before the renewal date or the anniversary of any subsequent renewal date, there will be no prorated refund for the fees already paid. The contract will end one calendar month after we acknowledge receipt of your notice or 3 business days from the date of the notification, if sent by email.

## 6. HOW TO END THE CONTRACT WITH US

6.1 To end the contract with us, please let us know by contacting your Personal Manager. To end the contract, you must inform us of the decision by a clear statement (e.g. a letter sent by post or email).

6.2 If you do not wish to renew your membership you must notify us 30 days prior to your Renewal Date.

## 7. OUR RIGHTS TO END THE CONTRACT

7.1 We have the right to end the contract with you if you breach any of the terms contained in it. We reserve the absolute right to immediately end the contract or suspend the services where we have reason to do so. We may also end the contract at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due.

7.2 You shall compensate us if you break the contract. If we end the contract in the situations set out in clause 7.1, we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7.3 We may write to you to let you know that we are going to stop providing the services. We will inform you in advance of our ceasing the supply of the services and will refund any sums you have paid in advance for the services which will not be provided.

7.4 We may end this contract by notice to you. We shall give you 30 days' notice in writing.

## 8. COMPLAINTS

If you have any questions or complaints about the services, please contact your Personal Manager. We shall work to resolve your complaint as soon as reasonably practicable. We are not responsible for the failure of any third party suppliers to provide any goods or services which we have booked on your behalf, or the negligence of such third party in providing them. However, we will make reasonable efforts to assist in the resolution of any such issues.

## 9. PAYMENT

9.1 You must make payment to us by bank transfer to our bank account. You must make payment of the annual fee for the By Invitation Service before we start providing the services. Full payment will usually be taken annually in advance by bank transfer in accordance with our relevant invoice. We may, however, at our sole discretion, agree with you that the services are paid for quarterly by bank transfer.

9.2 We may also receive a commission equal to between 0.5% and 20% of the value of your order for works, goods or services from the supplier. We have entered into commission arrangements of this kind with trusted suppliers, who in return offer preferential rates and/or other benefits that we are able to pass on to you.

We pride ourselves on providing the most appropriate services for our Members at all times. Any commission arrangements are strictly commercial in nature and do not influence, compromise, or otherwise affect the independence or integrity of our recommendations.

9.3 We will pass on changes in the rate of local taxes. If the rate of local taxes changes between the date you enter into the contract with us and the date we supply the services, we will adjust the rate of local taxes that you pay, unless you have already paid for the services in full before the change in the rate of local taxes takes effect.

9.4 Membership renewal fees will be adjusted annually in line with inflation in the jurisdiction from which your Membership Services are primarily delivered. Any such adjustment will be applied at renewal and will be communicated to you in advance.

## 10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

10.3 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 11. PERSONAL DATA

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy available at https://www.knightsbridgecircle.com/privacy-policy or request a hard copy form from us.

## 12. GENERAL TERMS

12.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we intend to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us informing you in writing and we will refund you any payments you have made in advance for services not yet provided. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither we nor you will need to procure the agreement of any other person in order to end the contract or make any changes to these terms.

12.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to carry out those actions and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

12.5 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.