

The Luxe Card Limited

Membership Terms & Conditions

PLEASE PRINT THESE MEMBERSHIP RULES AND TERMS AND CONDITIONS ("**Terms and Conditions**") AND READ THEM CAREFULLY.

These terms and conditions apply to all registered members of The Luxe Card Limited ("**The Luxe Card**") whose registered office is at 206 High Road, London N15 4NP ("**Member**"), and each Member agrees to abide by these Terms and Conditions when ordering anything from a supplier of products or services you agree that these Terms and Conditions shall apply to your order to the exclusion of all other terms and these Terms and Conditions shall prevail over any other terms and conditions in any form whatsoever.

1. MEMBERSHIP RULES

You agree to ensure you provide correct details when you apply for The Luxe Card Membership and your failure to do so may invalidate your Membership. Your responsibility to provide accurate information is a continuing obligation and you must notify The Luxe Card in the event that any information provided by you changes.

Your Membership is personal to you. You are responsible for ensuring that no one uses your Membership.

Access to and use of the Members section of the The Luxe Card website ("Site") is through a combination of user name and password and is reserved exclusively for Members. You are solely responsible for maintaining the confidentiality of your user name and password and you agree to notify The Luxe Card immediately if you believe that there has been any breach of security (e.g. the unauthorised use of your name and password).

You agree that you will only use The Luxe Card membership card for the purposes for which it is issued. You must notify The Luxe Card immediately if it is lost or stolen.

The Luxe Card Membership is only available to person over the age of 21. Any unauthorised or attempted use by person under the age of 21 will be null and void.

If a Member loses or has their Luxe Membership Card stolen then The Luxe Card should be informed as soon as possible and in any event within 24 hours. The Luxe card reserve the right charge a £15 replacement fee for each replacement Luxe Card.

2. MEMBERSHIP FEES AND CANCELLATIONS

Current annual membership fees are shown on the membership page. Any increase in annual membership fees will be notified through the Membership page on the Site.

Your annual membership fee is non refundable. However, The Luxe Card may at its sole discretion elect to refund your Membership fee in whole or in part depending on the circumstances relating to the cancellation of any Membership.

The Luxe Card reserves the absolute right to cancel or suspend your Membership (at its sole discretion) for any reason whatsoever. If The Luxe Card cancels your Membership, it shall refund the balance of the annual Membership fee on a time apportionment basis in respect of the unexpired period to which the annual Membership fee relates.

3. MEMBERSHIP BENEFITS

As a Member of The Luxe Card, you are entitled to all of the benefits and offers set out on our Site. The descriptions of all benefits displayed have been approved by the relevant offer or benefit Supplier.

As a registered Member of The Luxe Card, please note that Suppliers of benefits and the Benefits themselves are subject to availability and may change from time to time without notice.

The Luxe Card aims to ensure that the benefits and offers remain available at all times and are constantly negotiating new benefits to ensure that you receive maximum use of your Membership. If any of the benefits become unavailable, we will do all we can to ensure that prior commitments are honoured to the fullest extent possible, but shall not be responsible for any actions of Suppliers outside The Luxe Card's actual control.

Members should always log into the website of The Luxe Card to view the further details of each offer to ensure that they understand all the conditions of any offer. The Luxe Card can only be used at the branches of the stores listed on the website of The Luxe Card.

4. USING YOUR MEMBERSHIP

The Luxe Card reserves the right to withdraw any of these Services and/or to refuse to supply the Services requested.

Suppliers are responsible for providing you with the services, products and benefits you select. The Luxe Card will not be responsible to communicate with Suppliers on your behalf, members are to contact the Supplier directly.

Suppliers may impose their own terms and conditions and you are required to comply with these.

When ordering or booking a product or service or accessing a benefit by telephone, it is essential that members inform them that they are a member of The Luxe Card, and maybe asked to give their membership card details and show their valid membership card on payment.

When making purchases with our suppliers all members will be required to show their valid membership card and maybe asked to show valid identification.

Telephone calls to The Luxe Card may be monitored or recorded for training and quality control purposes.

5. LIABILITY

You are deemed to be responsible for, and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of services or sale of goods.

Your contract for the purchase of products or services is made with the relevant Supplier only.

You agree that any contract entered into by you with any of the Suppliers is an independent contract. The Luxe Card hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier.

The Luxe Card accepts no liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.

Save in respect of death and personal injury caused by the negligence of The Luxe Card or as expressly provided for in these Terms and Conditions, The Luxe Card shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or your reliance upon the information and suggestions provided by The Luxe Card hereunder and the resulting supply of goods and services to you by any third party.

The Luxe Membership Card is designed as a mirror and Members are advised that it is not suitable for young children to play with. No liability will be accepted by The Luxe Card for any injuries or losses arising.

The Luxe Card shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from dealings with our suppliers.

Except in respect of death and personal injury and subject to the provisions of these Terms and Conditions, The Luxe Card's maximum liability to you for breach of any of its obligations hereunder shall be limited to the value of the annual Membership fee and the charge for the Services to be provided.

The Luxe Card aims to ensure that viruses (or other programs having adverse effects) do not reside on the Site, but The Luxe Card accepts no responsibility in relation to this.

This section applies only to the extent permitted by law.

6. CHANGES TO THESE CLUB RULES

The Luxe Card may vary these Terms and Conditions from time to time and will notify you of any changes in a timely manner. Notification can be by either The Luxe Card newsletter or The Site or by email or the post or other personal delivery service.

Your continued use of your Membership constitutes acceptance of the altered Terms and Conditions.

7. COPYRIGHT

The Luxe Card owns or is lawfully entitled to all of the copyright in this Site. All other intellectual property rights are reserved. This Site is for your personal use only - you may not use it for commercial purposes. You may only download to your personal computer for viewing purposes and print out a number of pages of this Site for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell any information obtained from this Site.

8. LINKS

The Luxe Card assumes no responsibility for the contents of any other web sites to which the Site has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products or services available on such hyperlinked sites. The Luxe Card may not have control of such web sites. The inclusion of any hyperlinks to such other web sites does not mean that The Luxe Card endorses the material on such web sites or has any association with the owner thereof.

9. APPLICABLE LAW AND JURISDICTION

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.

The provisions of the "Privacy Policy" shall apply at all times.

10. CONTACTING US

If you have any queries or complaints please write to The Luxe Card Limited, Suite 1, 10 Oakley Street, Chelsea, London, SW3 5NN.