

The Bath Concierge Limited Company Number 11970295

TERMS & CONDITIONS – Last updated 7 May 2019

INTRODUCTION

Listed on this page are the terms and conditions which apply to your interactions with us, so please read them carefully before proceeding (and print if necessary for future reference). These Terms and Conditions (together with the Additional Terms set forth herein, "Terms") set forth the terms and conditions applicable to and governing your, the user, member or customer ("you" or "your" being interpreted accordingly) access to and use of the website ("Site") and all Content (as defined herein) incorporated into and presented through such websites made available by The Bath Concierge Limited ("The Bath Concierge", "we", "us" and "our" being interpreted accordingly.) By using the Site, and the features and services made available through the Site, you are acknowledging that you have read, understand and agreed to these Terms and expressly agree that they form a binding contract between you and The Bath Concierge.

If you don't wish to be bound by these terms and conditions then you must not use the Website.

WHO ARE WE?

These Terms and Conditions are operated by The Bath Concierge Ltd, a company registered in England and Wales under registration number 11970295. Our registered address is 164 Bridge Road, Sarisbury Green, Southampton, SO31 7EH. You can contact us as indicated under the "Contact Us" section below.

CHANGES TO THE TERMS

The Bath Concierge are free to unilaterally change the membership terms and conditions without giving further notice to the individual member. Such changes will, unless stated otherwise, take immediate effect. If we make any changes to these terms they will be posted on this page and so please ensure you check back here for any updates. Members are responsible for keeping themselves updated in relation to any changes to our Terms and Conditions.

These terms were last updated 9th May 2019.

ACCOUNT

You may browse the Site without registering for an account or a plan. You will be required to register for an account and plan to use certain features of the Digital Properties. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. If you open an account with us, you must ensure that the details you give us are correct and complete. Please let us know right away if any of the details you provided while registering should change. You will be solely responsible for the confidentiality and use of your login details (username and password), and for all activities, including payments, that are conducted through your account. You agree to accept responsibility for all activities that occur under your account or password. You may not transfer or sell access to your account. The Bath Concierge will not be liable for any harm related to the disclosure of your username and password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You should inform us immediately if you have any reason to believe that your password has been compromised or there has been any other breach of security regarding the Site that comes to your attention. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates another person's rights. We have the right to suspend your account or to disable any username or password at any time if we believe you have failed to comply with these terms and conditions or for security and maintenance reasons. we reserve the right to deny the creation of, suspend access to or terminate any account(s), or to remove or modify Content, features, functionalities and/or services available to account holders, at any time in its sole discretion and without prior notice or liability to you.

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Whilst we will correct any errors in our Content, the Site and Digital Services that come to our attention as soon as we reasonably can, we do not undertake or warrant that the Content, the Site and Digital Services will be completely free from bugs or errors or that the Content, the Site and Digital Services will be available on an uninterrupted basis. You accept that access to the Content, the Site and Digital Services may be interrupted or suspended without notice in the case of IT system issues or where we need to undertake maintenance or due to other reasons beyond our reasonable control.

YOUR PERSONAL INFORMATION

We will use the personal information you provide us with in accordance with our Privacy Policy.

TERMINATION

Membership is not an automatic right, it is a benefit for community members who follow our reasonable rules and treat other members of The Bath Concierge community members well and appropriately. We may, using reasonable discretion, decide whether or not your use of The Bath Concierge complies with these terms. We can suspend or terminate your membership at any time for any of the following reasons:

- If you breach these terms and conditions
- If you act in any way that does not align with the values of our community
- If you act in any way that could cause other members harm

MEMBERSHIP TERMS

The Bath Concierge gives you a choice: you can use our high-quality services at competitive prices without needing to purchase a membership (the Lobby Plan), or you can opt for one

of our membership plans and use our services on a priority basis and make the most of our discount offers (the 'Suite' and Penthouse' Plans).

If you go for a Suite or Penthouse Plan, here's how it works:

- Once you sign up for The Bath Concierge Club you will be redirected to choose which plan you would like.
- You can then purchase your plan of choice.
- From that moment forwards, you will become a Concierge Club member.
- As a member there are a variety of benefits different in each plan.

TYPES OF MEMBERSHIP PLAN

Lobby Plan - Valid for 1 month, Free

 We offer the Lobby Plan as our 1 month membership plan. This means that once you sign up to this plan, you will be able to use our services for 1 month from the sign up date. There is no fee for this plan. Under this plan you will not be granted access to the latest offers and discounts around Bath and will not receive priority when booking.

Suite Plan – Monthly Subscription, £7.50

• We offer the Suite Plan as our monthly membership plan. Monthly memberships come with a three-month minimum term. After the first three months, your membership will renew automatically on a month-to-month basis and can be cancelled by you at any time on giving us a month's notice (such cancellation to take effect at the end of the current membership month in which your notice to terminate has been given). Your payment method will be charged monthly for as long as the membership lasts. Under this plan you will be granted access to the latest offers and discounts as well as priority over guest customers when accessing a service.

Penthouse Plan – Yearly Subscription, £80

• We offer the Penthouse Plan as our annual membership plan. This is a 12-month membership and your payment method will be charged the full amount for that year's membership when you purchase it. After the first year, your membership will renew automatically on an annual basis and can be cancelled by you at any time on giving us 1 month notice (such cancellation will take effect at the end of the thencurrent membership year in which your notice to terminate has been given). Your payment method will be charged annually for as long as the membership lasts. Under this plan you will be granted access to the latest offers and discounts as well as priority over guest customers when accessing a service. Furthermore, there is a £10 discount over the monthly subscription on an annual basis.

UPGRADING YOUR MEMBERSHIP

Depending on your type of membership, upgrades to your membership can be purchased through contact with us. These upgrades will increase your spending limit per month, starting immediately following confirmation of your upgrade.

If you have purchased an upgrade to a monthly membership, your membership will renew automatically on a month-to-month basis from the date on which you purchased your upgrade, at the upgraded monthly membership price. Your cancellation rights are not affected.

If you have purchased an upgrade to a monthly membership and would like to return to a previous level of membership, please email on thebathconcierge@gmail.com and they will be happy to help.

CANCELLING YOUR MEMBERSHIP

If you wish to cancel your membership (other than under your statutory cancellation rights – see below) please email on thebathconcierge@gmail.com. Please note that monthly memberships come with a three-month minimum term.

REJOINING FOLLOWING CANCELLATION

If you wish to purchase a new membership following a previous cancellation, this is at our discretion.

ACCEPTANCE OF IMMEDIATE PROVISION

When purchasing a membership, you indicate that you are specifically requesting that we start providing the membership service to you immediately, without waiting for the end of the statutory 14-day "cooling off" period.

CHANGES TO YOUR MEMBERSHIP TERMS

Where it is necessary to change your terms of membership, we shall do only on at least 30 days' notice to you. If such change materially alters your position as a consumer, we shall give you the option to cancel your membership and receive a refund for the time remaining.

CANCELLING A MEMBERSHIP

You may cancel a newly-purchased membership at any time within 14 days beginning on the day after you purchased the membership, without having to give a reason.

If you have not yet agreed or paid for any services using your membership, you will be refunded the full cost of your membership. If you have paid for services using your membership, we reserve the right to deduct from your refund the reasonable cost of providing the membership to you.

If you wish to cancel a membership, please contact our Customer Services Department via email on thebathconcierge@gmail.com.

PROMOTIONS

Promotional codes: In order to make the most of the discounts and offers available we will give you a promotional code. Each promotional code has its own rules which will be made clear at the time of issue. We will issue your promotional code via email and so please ensure you take your code with you and show it when you pay. Promotional codes are non-transferable and cannot be used in conjunction with other promotions or discounts. Promotional codes are individual to you as a member and may only be used once in the stated time frame that the code is valid for. We may cancel or suspend a promotional code without notice where an event beyond our control affects the running of the promotion, or where we suspect fraud or technical error.

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