

Social Concierge.

London and New York's Private Dating Events Club

MEMBER TERMS AND CONDITIONS

These terms and conditions have been created specifically for members of Social Concierge Ltd. Please read them carefully before agreeing to them and signing up to our service.

1: Who we are and how to contact us

1.1 www.socialconcierge.co.uk is a website operated by Social Concierge Limited (Social Concierge). Social Concierge is registered in England and Wales under company number 7762555, with its registered office address at 37 Heneage Street London E1 5LJ.

1.2 To contact us, please email nana@socialconcierge.co.uk.

2: Purpose of these terms and conditions

2.1 This page (together with the documents referred to in it) contains the terms and conditions (Terms) on which you become a member of Social Concierge and gain access to The Service and "Offers", as described in paragraph 3.1 below.

2.2 Please read these Terms carefully before you subscribe to Social Concierge. These Terms are a contract between you and us and they tell you who we are, how you can use your membership, how you and we may change or end this contract, what to do if there is a problem and other important information.

2.3 These Terms apply to you whether you are an individual consumer or business customer.

3: What membership includes

3.1 The "Social" membership provides members with:

- 3.1.1 access to 2-3 events per calendar month (SOCIAL membership);
- 3.1.2 exclusive complimentary access to specific members clubs, events or private parties; and
- 3.1.3 special discounts and benefits with our various partner organisations; (together referred to as Black Card Offers).

3.2 The "Social Plus" membership provides members with:

- 3.2.1 access to 2-3 events per calendar month (SOCIAL membership);
- 3.2.2 exclusive complimentary access to specific members clubs, events or private parties; and
- 3.2.3 special discounts and benefits with our various partner organisations; (together referred to as Black Card Offers).
- 3.2.4 A complimentary (plus one) guest ticket to every event (providing said event is free for member to attend)
- 3.2.5 Complimentary in-person 60 mins dating consultation every 3 months with SC founder and date concierge Nana Wereko-Brobby

3.3 Further details regarding Social Concierge and associated Offers can be found on this website and in our [HOUSE RULES](#).

3.4 Certain "Offers" are subject to separate terms and conditions, which you will be able to read prior to participating in or booking a particular Offer.

4: Updates to our Terms

4.1 These Terms were last updated in June 2018. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes on our website. It is your responsibility to check this page periodically for any changes. Your continued use of or access to our website and The Service or participation in any Offer following the posting of any changes constitutes acceptance of those changes.

5: Warranties if you are an individual consumer

5.1 By applying to become a member of Social Concierge Ltd, you warrant that:

5.1.1 you are legally capable of entering into binding contracts and you are at least 18 years old; and

5.1.2 you are single; and

5.1.3 you will not use the Offers for any commercial or business purposes.

6 How the contract between you and us is formed

6.1 After applying to become a member of Social Concierge, you will receive an e-mail from us acknowledging that we have received your application and, only if you have been accepted, you will receive a confirmation email with the necessary steps to finalise your membership application.

6.2 To finalise your application, you will be required to set up a direct debit for your monthly subscription fee (Fee) through our secure third party payment-processing agent. If you are a London member, our third party payment-processing agent is GoCardless. If you are a New York member, our third party payment-processing agent is PayPal or Stripe.

6.3 Once this has been completed, you will receive a welcome email to confirm you payment has been set up and your use of the service has begun.

6.4 The contract between you and us is formed from the date you set up the payment plan, not from the day your first payment is taken. This is the first day of your membership.

6.5 Once the contract has been formed, the Fee will be paid in equal monthly instalments via direct debit. Your minimum commitment is three months - three payments to the club - unless otherwise stated in your welcome email.

6.6 If you are on the SOCIAL membership in the UK, we will debit £50 from your account each month, which includes the £40 monthly membership fee plus a 20% VAT charge. If you are on SOCIAL PLUS membership in the UK, we will debit £75 from your account each month, which includes £60 monthly membership fee plus a 20% VAT charge.

7: Availability and delivery

7.1 You will receive your first party the invitations on the first Friday you are a Social Concierge member and every Friday subsequent until your membership is cancelled. If you signed up on Friday after midday, you can request a copy of that communication by emailing bella@socialconcierge.co.uk

7.2 You will receive a Welcome Letter within 5 days of our confirmation of your acceptance as a member, unless there are exceptional circumstances, in which case we will let you know when you can expect to receive your welcome letter.

7.3 Once your membership has been activated, iPhone users can the option of using our App and will receive login details from our team within 5 days.

8: Price and payment

8.1 The Fee will be as quoted on our site and be charged in accordance with clause 6.

8.2 It is down to the discretion of the team if discounts or special offers on fees are agreed on an individual basis.

8.3 UK prices are VAT chargeable.

8.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you confirmation.

8.5 Direct debit payments for the UK Fee are processed by GoCardless in accordance with their own terms and conditions, which can be found here: <https://gocardless.com/legal/>.

8.6 The only information we collect about you during payment is your email address and billing address. We do not store any customer credit or debit card information on our website as this data is retained by GoCardless within their own secure servers and is treated in accordance with their privacy policy, which can be found here: <https://gocardless.com/legal/privacy/>.

8.7 Direct debit payments for the US Fee are processed by Stripe in accordance with their own terms and conditions, which can be found here: <https://stripe.com/payment-terms/legal>

8.8 The only information we collect about you during payment is your email address and billing address. We do not store any customer credit or debit card information on our website as this data is retained by Stripe within their own secure servers and is treated in accordance with their privacy policy, which can be found here: <https://stripe.com/gb/privacy>

9: Duration of membership

9.1 Social Concierge is an ongoing subscription service, so your membership will be renewed automatically on the same day of each month, unless you terminate your membership earlier as set out in clause 10.5 below.

10: Termination of membership

10.1 If you have paid the Fee but have changed your mind about becoming a member with us, you have a 72 hour window from the time at which we send you the final confirmation email (as detailed in paragraph 6.3 above) during which you can cancel your registration and receive a refund for the Fee. If, however, you cancel your registration more than 72 hours after receiving our final confirmation email, you will not receive a refund for the Fee and your cancellation request will defer to the following month, once outside any minimum commitment terms.

10.2 Unless you terminate your membership ahead of your renewal date, we will charge the Fee on the same calendar date of every subsequent year and renew your membership.

10.3 You may terminate your membership at any time prior to your renewal date and there is no cancellation fee for doing so.

10.4 The Fee is subject to change. If there is a change in the Fee, we will notify you of this in advance of your renewal date.

10.5 If you want to cancel your membership you should contact us by email on cancellations@socialconcierge.co.uk no later than 5pm on the working day preceding your renewal date. Upon termination you will be removed from the Friday members mail with immediate effect and future event tickets already issued will be void.

10.6 We will only terminate a membership at the end of the membership period, subject to your compliance with clause 10.4.

10.7 Cancelling your direct debit with GoCardless within your membership period does not imply termination of your membership. We reserve the right to continue to debit your account in accordance of our agreement and until a formal request to cancel a membership renewal is accepted as per clause 10.4.

11 Terms relating to the Offers

11.1 Cancellation of booking

Please check the cancellation provisions in the terms and conditions that apply to the relevant Offers you have made a booking for.

11.2 Participating restaurants, bars and event partners and use of your member perks

11.2.1 On presentation of your app card or if a booking has been made on your behalf by the Social Concierge team, participating restaurants and bars will offer discounts as published on our site in accordance to the terms and conditions relevant to the offer.

11.2.2 Offers advertised on our App are only available to members who present a digital card or RSVP via bella@socialconcierge.co.uk. Such offers may not be available in conjunction with any other offers that participating restaurants may be running, which may include set menus or any other menus other than the standard a la carte menu.

11.2.3 . Once your membership is cancelled, your access to all Offers is revoked from the day your Direct Debit has been cancelled. Memberships are strictly non-transferable and can only be used by named members. Any attempted misuse of member offers may result in cancellation of membership.

11.2.4 We will use reasonable endeavours to update our site to show the particulars of participating restaurants, bars and event partners. Participating restaurants may, however, be entitled to withdraw from the relevant offer or to change the terms and conditions of their availability after you have become a member and we shall have no liability for any such withdrawals or changes in terms and conditions or availability.

11.2.5 Our printed or published marketing material is intended as a guide of restaurants, bars and event partners who are participating at the time of publication and, therefore, may not include all participating restaurants at any one time.

12: Our liability

12.1 Nothing in this agreement excludes or limits our liability for:

12.1.1 death or personal injury caused by our negligence;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

12.1.4 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12.2 Subject to clause 12.1, we will not be liable for any of the following losses:

12.2.1 loss of income or revenue;

12.2.2 loss of business;

12.2.3 loss of profits;

12.2.4 loss of anticipated savings; or

12.2.5 indirect or consequential loss (and for the avoidance of doubt, we understand the words "consequential loss" to mean "consequential losses whether those losses are foreseeable, known, foreseen or otherwise").

12.3 Subject to clause 12.1, our maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with these Terms shall be limited to the amount of the Fee paid in the calendar year in which our liability arises.

12.4 Where you purchase food or drink from any participating restaurant, or goods or services from any of our other partners, any losses or liability arising out of, or in connection with, such food, goods or services (as applicable) shall be the relevant participating restaurant or partner's liability. We accept no liability for any bad experiences or bad food or drink or service at any of the participating restaurants or partners. We will not become involved in any dispute between you and any restaurant or partner.

12.5 We do not give any warranty or guarantee for any goods or services accessed through, or displayed on, our site.

13: Third-party links

13.1 The Offers provided by your membership may include materials from third-parties or events, offers and experiences organised by third parties. In these cases, your participation in such events, offers and experiences will be subject to that third party's terms and conditions.

13.2 Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

13.3 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

14: Personal Information

14.1 Your submission of personal information through the website, App or third party sites which collect personal information on our behalf is governed by our [Privacy Policy](#).

15: Member Conduct

15.1 All members and their guests must adhere to the provisions in this clause.

15.2 Members and guests should behave in a manner that creates a respectful, safe environment for all. Unacceptable behaviour includes, but is not limited to:

- 15.2.1 illicit drug use;
- 15.2.2 excessive inebriation;
- 15.2.3 harassment;
- 15.2.4 threatening behaviour or physical/verbal abuse;
- 15.2.5 indecency;
- 15.2.6 stealing; and
- 15.2.7 damaging property.

15.3 A member found to be in violation of the above terms (or whose guest is found to be in violation of the above terms) may have his or her membership terminated at our discretion.

15.4 If we terminate your membership, we will:

- 15.4.1 notify you of this;
- 15.4.2 deactivate your account; and
- 15.4.3 not issue a refund for the remainder of any membership already paid for

15.5 The decision to terminate a membership is final, non-negotiable, and cannot be appealed.

16: Notices

16.1 All notices given by you to us must be addressed to The Social Concierge Team at nana@socialconcierge.co.uk

16.2 We may give notice to you at either the e-mail or postal address you provide to us when placing an order.

16.3 Notice will be deemed received:

- 16.3.1 24 hours after an e-mail is sent; or
- 16.3.2 three days after the date of posting of any letter.

16.4 In proving the service of any notice:

- 16.4.1 by letter, it will be sufficient to prove that such letter was properly addressed, stamped and placed in the post; or
- 16.4.2 by e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17: Waiver

17.1 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 do those things and it will not prevent us taking steps against you at a later date.

18: Severability

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

19: Third party rights

19.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20: Entire agreement

20.1 These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions. We each acknowledge that, in entering into these Terms and conditions, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and conditions or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.

21: Governing law and jurisdiction

21.1 These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the

products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.