

Terms

1. Membership applications

1.1. All Membership applications are subject to acceptance by Luxury Marketing House Limited at its sole discretion. Luxury Marketing House Limited shall notify applicants if his or her Membership application has been accepted. Luxury Marketing House Limited is under no duty to disclose its reasons for rejecting any Membership application.

1.2. You are obliged to provide correct personal details when you apply for Membership. Failure to do so may invalidate your Membership and any subsequent transactions. Your responsibility to provide accurate information is a continuing obligation and you must notify Luxury Marketing House Limited promptly if any information provided by you in connection with your Membership changes.

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

1.4. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with the Luxury Marketing House Limited privacy policy, further details of which are set out in Clause 4.1. Please note that all information you provide to us is stored on our secure servers.

2. Membership fees, cancellations, and renewals

2.1. For the first year of your Membership and Membership Fees payable shall be confirmed to you prior to acceptance of your Membership application. Any increase or decrease to the Membership Fees for subsequent years of Membership will be notified to all Members in advance or their Renewal Dates.

2.2. Subject to Clause 2.3, Membership Fees are non-refundable.

2.3. Luxury Marketing House Limited reserves the absolute right to cancel or suspend your Membership (at its sole discretion) for any reason whatsoever. If Luxury Marketing House Limited cancels your Membership, Luxury Marketing House Limited may (at its sole discretion) refund the balance of the current annual Membership Fee on a pro rata basis in respect of the unexpired period to which the annual Membership Fee relates.

2.4. Luxury Marketing House Limited reserve the right to refuse to provide the Services should any payment due under these Conditions not be received.

2.5. Luxury Marketing House Limited may offer you additional services as part of your ongoing membership. These additional services may incur extra charges. You will be notified of any these extra charges prior to booking and if you accept these additional services you will be responsible to pay for these additional charges.

3. Commencement and termination

3.1. These Conditions shall take effect and be binding upon the Member and Luxury Marketing House Limited upon acceptance by Luxury Marketing House Limited of your Membership application. These Conditions shall be applicable for the duration of your Membership and shall only cease to have effect upon the expiry or termination of your Membership. You agree that your only rights and remedies under these Conditions shall be against Luxury Marketing House Limited and no other entity.

4. General

4.1. Privacy and Data Protection the Services and your Membership are subject to the Luxury Marketing House Limited privacy policy, incorporated into these Conditions by reference.

4.2. Assignment and subcontracting:

(a) Luxury Marketing House Limited may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all its obligations under these Conditions to any third party or agent.

(b) The Member shall not, without the prior written consent of Luxury Marketing House Limited, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under these Conditions.

4.3. Waiver:

(a) A waiver of any right under these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

4.4. Severance:

(a) If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

(b) If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

4.5. Variation: Luxury Marketing House Limited may vary these Conditions from time to time and will notify you of any changes in a timely manner. Notification will be by some or all the following: Luxury Marketing House Limited Newsletter, the Website, by Email or by phone. Your continued use of your Membership constitutes acceptance of such variations to these Conditions.

4.6. No partnership: Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

4.7. Third parties: A person who is not a party to these Conditions shall not have any rights under or in connection with it.

4.8. Governing law and jurisdiction: These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

I have read and agreed to the above Terms and Conditions

I request, and therefore accept, membership into The Circle