Chameleon Access Limited ("CA") TERMS AND CONDITIONS OF MEMBERSHIP ("CONDITIONS")

These Conditions apply to all services ordered from or provided to you by CA and by requesting services from CA you agree that these conditions shall apply to those services and your order.

1. DEFINITIONS AND INTERPRETATION

1.1

In these Conditions, the following definitions apply:

- **Benefits:** means the benefits made available to Members by Suppliers.
- **Conditions:** these terms and conditions as amended from time to time in accordance with clause 10.5.
- **Joining Fee:** means the Fee payable by the Member to CA upon acceptance of a Membership application, in accordance with clause 3.1.
- **Member:** a person registered as a member of the Membership Club.
- **Membership:** means membership of the Membership Club.
- **Membership Card:** means the card issued to Members by CA upon acceptance of a Membership application in accordance with clause 2.
- **Membership Club:** means the CA Membership Club owned by CA (UK) Limited.
- **Membership Fees:** means the fees payable in respect of Membership notified to Members upon application for and prior to renewal of Membership.
- **Payment Card:** has the meaning given in Clause 3.7.
- **Website:** means the website located at **www.chameleonaccess.com**
- **Request:** means a request placed by a Member with CA for CA to arrange the supply of goods and/or services from a third party on the Member's behalf.
- **Services:** means the concierge and lifestyle management services provided by CA to its Members as part of their Membership.
- **Supplier:** means a supplier engaged by CA on behalf of and as agent for a Member to provide goods and/or services to that Member.

1.2

In these Conditions, the following definitions apply:

a. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

b. a reference to a party includes its personal representatives, successors or permitted assigns;

c. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

d. any phrase introduced by the terms including, include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

e. a reference to writing or written includes e-mails.

2. MEMBERSHIP APPLICATIONS AND YOUR MEMBERSHIP CARD

2.1
All Membership applications are subject to acceptance by CA at its sole discretion. CA shall notify applicants in the event that his or her Membership application has been accepted. CA is under no duty to disclose its reasons for rejecting any Membership application.

2.2
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 CA promptly in the event that any information provided by you in connection with your Membership changes.

2.3
CA operates offices in a number of territories worldwide. CA encourages Members with residences in multiple territories to register for Membership with the CA office in the territory where their primary residence is located in the first instance.

2.4
CA will issue you with a Membership Card together with associated Membership documentation as soon as possible following receipt of your Joining Fee and Membership Fee.

2.5
Your Membership is personal to you. You are responsible for ensuring that no one (other than your personal assistant on your behalf, where applicable) uses your Membership.

2.6
Access to and use of your personalised Membership section of the Website is through a combination of user name and password. You are solely responsible for maintaining the confidentiality of your user name and password and you agree to notify CA immediately if you believe that there has been any breach of security, including the unauthorised use of your name and password.

2.7
We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with the CA privacy policy, further details of which are set out in Clause 10.1.. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology.

2.8
You must notify CA immediately by e-mail at **contact@chameleonaccess.com** if your Membership Card is lost or stolen.

3. MEMBERSHIP FEES, UPGRADES, CANCELLATIONS & RENEWALS

3.1
For the first year of your Membership, Membership Fees and the Joining Fees payable shall be confirmed to you prior to acceptance of your Membership application. The Joining Fee shall be payable in full upon 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.

3.2
You acknowledge that your payment of the Joining Fee constitutes your express request for us to begin to supply you with the Services.

3.3
Subject to Clauses 3.5, 3.6 and 3.12, Membership Fees are non-refundable. Your Joining Fee covers our costs in setting up your Membership and is non-refundable in all circumstances.

3.4
You have the right to cancel your Membership until the end of 14 days after the day on which we accept your Membership application ("Cancellation Period") and we would ask that you inform us of your decision in writing.

3.5
If you cancel your Membership within the Cancellation Period, you will be reimbursed for your Membership Fee, less deductions for the Services we have performed up until you informed us of your decision to cancel.

3.6
CA reserves the absolute right to cancel or suspend your Membership where it has reason to do so. If CA cancels your Membership, where it is reasonable to do so CA shall 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.

3.7
Membership Fees are due on acceptance of your Membership application and annually thereafter (the "Renewal Date"), and full payment will be taken by CA annually in advance by direct debit or payment by a credit or debit card which you have authorised us to deduct such payment from ("Payment Card") in accordance with the relevant invoice.

3.8
Where you have provided us with details of a Payment Card or have authorised a direct debit mandate, you hereby expressly authorise CA to deduct collect renewal Membership Fees up to 28 days prior to or on your Renewal Date. Alternatively, you will be contacted directly to renew your Membership.

3.9
If you do not wish to renew your Membership you must notify us at least 30 days prior to your Renewal Date.

3.10
If you do not notify us in accordance with Clause 3.9, CA reserves the right to recharge the then current Membership Fee in order to renew the Membership.

3.11
CA (and its affiliated international offices) reserve the right to refuse to provide the Services should any payment due under these Conditions not be received.

3.12
If, during the course of your current Membership, you wish to upgrade your Membership to a higher level of Membership or CA reasonably requests you to upgrade your Membership based on your usage of the Services, the difference in price between the two categories of Membership will be payable on a pro rata basis. If you do not accept CA's request for you to upgrade your Membership then CA reserves the right to cancel your existing Membership with immediate effect in which case you will be entitled to a pro-rata refund in respect of the period from the date of cancellation until the end of the relevant Membership year for which you have paid Membership Fees.

3.13
CA may at your request purchase goods or services on your behalf. In the event that we act as a credit agent in this regard, you hereby authorise CA to deduct the credit sum from your Payment Card immediately.

4. SUPPLY OF SERVICES

4.1
CA shall supply the Services to the Member during the Membership in accordance with the Member's particular requests, provided that CA shall not be required to provide or facilitate the supply of goods and/or services that it deems at its sole discretion may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.

4.2
CA shall use its reasonable endeavors to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of any Services.

4.3
CA shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and CA shall notify the Member in any such event.

4.4
Services will be provided in English (and in other languages depending on the location of the CA office during normal business hours).

4.5
Outside normal business hours (or as may otherwise be required from time to time), Member queries and/or Requests may be routed to an alternative CA office for assistance. At such times, services will be provided in the English language.

4.6
You acknowledge that CA reserves the right to accept commissions upon the supply of products or performance of services by any Supplier.

4.7
Telephone calls to CA may be monitored or recorded for training and quality control purposes.

4.8
CA shall provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with your Requests and reasonable instructions from time to time.

4.9
Restaurants and clubs:

a. When you use the restaurant booking service you hereby authorise us to debit your Payment Card for any deposit paid by us on your behalf to the restaurant which is forfeited as a result of your cancellation of the booking.

b. When you use the restaurant booking service you agree that where you cancel a restaurant booking within 24 hours of the time the restaurant reservation is made you shall not be entitled to any refund of any monies paid to secure the booking including the return of any booking deposit.

c. CA reserves the right to deny restaurant requests from Members if Members repeatedly fail to honour their bookings or continuously violate cancellation policies.

d. Admission of Members to any club premises is at all times at the sole discretion of the club Supplier and CA shall have no liability where a Member is refused admission to a club.

4.10
Tickets:

a. CA may be able to obtain “best tickets” for you in relation to sold out events through one of its ticket agent partners. Please note that by instructing CA to obtain such tickets on your behalf you are agreeing to purchase tickets above face value and the total cost may include a service charge to CA in respect of our provision of services to obtain the seats for you. CA is not the seller of the tickets and is not responsible for fulfilment of your order.

b. All such tickets and ticket agent partners (who shall be the seller in respect of the transaction) shall have their own terms and conditions (which we suggest you should read). Such terms and conditions are likely to include terms which state that sales of tickets are final, and no refunds shall be issued after the purchase has been made. CA shall not be able to provide you with any refund or obtain any such refund on your behalf.

c. In the event of a show being cancelled directly by the artist/promoter, it may be possible to obtain a refund of the face value of the relevant tickets.

d. CA or its ticket agent partner will dispatch your tickets through delivery agents at standard rates. Please note that CA shall not be liable for any failure by delivery agents to deliver your tickets.

5. PLACING A REQUEST

5.1
Members may place Requests by telephone (which does not include text messages), e-mail or through the Members' section of the Website.

5.2
Members should always contact their primary office in the first instance to manage all Requests (including international Requests).

5.3
CA, acting reasonably, reserves the right to withdraw any of the Services and/or to refuse to accept any Requests at its sole discretion.

5.4
If CA is unable or not obliged to deal with any Request, it will inform the Member as soon as reasonably practicable.

5.5
You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the debit, credit and/or Payment Card you use from time to time is your own and that you have sufficient funds to cover the cost of the product or service.

5.6
From time to time the procurement or provision of certain services, products or benefits may incur a CA services fee or handling charge (of which you will be notified in advance, and which may vary between CA offices) and in such event you hereby authorise CA to debit your Payment Card with any such handling charges or, alternatively, to invoice you in respect of such fees or charges.

6. CANCELLATIONS, REFUNDS AND RETURNS

6.1
The Member acknowledges that the sales contract for the supply of goods and/or services made as a result of a Request is between the Member and the relevant Supplier and that CA is not a party to such contract. Cancellation of contracts with Suppliers should be addressed with the Supplier directly and will be subject to the relevant Supplier's policies.

6.2
If a Request for a specific product or service is not available, CA may offer you substitute products or services of a similar description and standard. You may at your sole discretion refuse acceptance of such substitute products and/or services and request a full refund in the event that payment has already been made to the Supplier for the unavailable product or service.

6.3
All descriptions of any products, services or Benefits on the Website have been approved by the relevant Supplier. CA shall not be liable for inaccurate or misleading descriptions.

6.4
Payment for all products and services shall be due immediately upon acceptance of the order by the relevant Supplier.

6.5
The Member further acknowledges that for goods purchased on his or her behalf by CA directly from a Supplier, returns and exchanges will be subject to the terms and conditions of that Supplier and returns or exchange of goods purchased may not always be permitted. In circumstances where CA is asked to source a specific item for a Member, CA shall inform the Member of the refund and exchange policy of that Supplier in advance. CA shall not be liable to the Member where a Supplier does not accept the return or exchange of an item.

6.6
It shall be the Member's sole responsibility to retain all proof of return of goods to a Supplier, we recommend returning the goods by registered delivery, or by any other similar means of ascertaining the date of the return dispatch and tracking the return.

6.7
We will inform you when we become aware that a refund of an order has been processed by a Supplier.

6.8
Where orders are delivered outside the EU, any applicable customs duties and sales taxes shall not be refundable through CA. It shall be the Member's sole responsibility to recover such monies. CA shall have no liability for any items held by any customs or border agency.

6.9
In the case of premium courier services, if the Member is not at the specified Delivery address to receive their Order at the scheduled time, the Member may incur further charges for subsequent attempts to re-deliver the goods.

7. SUPPLIERS

7.1
Suppliers are responsible for providing you with the services, products and Benefits you Request us to order on your behalf from time to time. CA shall communicate with Suppliers on your behalf unless it is more appropriate for you to contact the Supplier directly.

7.2
Suppliers may impose their own terms and conditions which, in every case apply to the supply of goods and/or services by that Supplier to you, and such terms and conditions shall be binding upon you at the time of order.

7.3
When ordering a product or service or accessing a Benefit, you may be required to provide your Payment Card details. If you request and authorise CA to use your Payment Card in order to pay a Supplier for products or services, you acknowledge and agree that CA shall have no liability or be responsible in any way whatsoever in respect of the use of your Payment Card provided that CA acts in accordance with the instructions issued by you in relation thereof.

7.4
You acknowledge that the Benefits are subject to availability and may change from time to time without notice.

7.5
If CA's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Member or failure by the Member to perform any relevant obligation (Member Default):

a. CA shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Member remedies the Member Default, and to rely on the Member Default to relieve it from the performance of any of its obligations to the extent the Member Default prevents or delays CA's performance of any of its obligations;

b. CA shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from CA's failure or delay to perform any of its obligations as set out in this clause 7.5; and

c. the Member shall reimburse CA on written demand for any costs or losses sustained or incurred by CA arising directly or indirectly from the Member Default.

8. LIMITATION OF LIABILITY

8.1

Nothing in these Conditions shall limit or exclude CA's liability for:

a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

b. fraud or fraudulent misrepresentation; or

c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2

Subject to clause 8.1:

a. CA shall not be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods; or, loss of contract, or loss of use or, loss of corruption of data or information whether direct or indirect or, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with their Membership; and

b. CA's total liability to the Member in respect of all other losses arising under or in connection with their Membership, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total value of the Member's annual Membership Fee.

8.3

Your contract for the supply of products or services is made with the relevant Supplier only. CA acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.

8.4

You acknowledge that any contract entered into by you with any Supplier is an independent contract. CA 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 whether or not arranged through the CA.

8.5

CA shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from Requests or any instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any Member Default.

8.6

CA shall not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of CA's obligations in relation to the Services, if the delay or failure was due to any cause beyond CA's reasonable control.

8.7

Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

8.8

This clause 8 shall survive termination of these Conditions.

9. COMMENCEMENT AND TERMINATION

9.1

These Conditions shall take effect and be binding upon the Member and CA (UK) Limited upon acceptance by CA 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 CA (UK) Limited and no other entity.

10. GENERAL

10.1

Privacy and Data Protection: The Services and your Membership are subject to the CA privacy policy which applies at all times in relation to any data that we collect from you.

10.2

Assignment and subcontracting:

a. CA 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 of its obligations under these Conditions to any third party or agent.

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

10.3

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.

10.4

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.

10.5

Variation: CA 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 of the following: CA Newsletter, the Website, by Email or by phone. Your continued use of your Membership constitutes acceptance of such variations to these Conditions.

10.6

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.

10.7

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

10.8

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.