

OUR TERMS

1. THESE TERMS 1.1 What these terms cover. These are the terms and conditions on which we supply our services to you.

We supply lifestyle management services either directly subject to these terms or indirectly by arranging the provision of goods

or services to you through a Tatlocks Partner or another person or business (Third Party Supplier). The detailed nature, type and scope of the services we supply to you will be set out in the Tatlocks' membership pack and your membership application or our acceptance of your order. 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US 2.1 Who we are. We are Tatlocks Limited a company registered in England and Wales. Our company registration number is 09921003 and our registered office is at Westbury Court Church Road, Westbury-On-Trym, Bristol, United Kingdom, BS9 3EF. Our registered VAT number is 229107617. 2.2 How to contact us. You can contact us by telephoning our client service team at +44(0)20 3742 1287 or emailing us at secretary@tatlocks.com or alternatively if you are emailing us about tickets please email us at tickets@tatlocks.com. 2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided for us in your order. 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU 3.1 How we will accept your order. Our acceptance of your order or membership application will take place when we write to you to accept it or we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us. 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the services.

4. IF YOU ARE A BUSINESS CUSTOMER 4.1 Clause 4 only applies if you are a business customer or not a consumer. 4.2 You confirm that you have authority to bind any business on whose behalf you purchase our services. 4.3 These terms and any document expressly referred to in them, constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. 4.4 You acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them. 4.5 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

5. YOUR RIGHTS TO MAKE CHANGES IF YOU ARE A CONSUMER If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10, Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES 6.1 Minor changes to the services. We may change the services: (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments and improvements, for example to address a security threat, provided these changes will not affect your use of the services. 6.2 More significant changes to the services and these terms. In addition, as we informed you in the description of the services on our website or the Tatlocks' membership pack, we may make changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract and receive a refund before the changes take effect.

7. PROVIDING THE SERVICES 7.1 When we will provide the services. We will supply the services to you from the date we accept your: (a) order until we have completed the services; or (b) membership application for the time period set out in the membership application. The estimated completion date for the services is as told to you during the order process or until either you end the contract for the services or your membership as described in clause 8.6 or we end the contract or your membership by written notice to you as described in clause 11. 7.2 We are not responsible for delays outside our control. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received. 7.3 If you do not allow us access to provide services. If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract. 7.4 What will happen if you do not provide required information to us. As mentioned in the membership application and our order form, we will need certain information from you so that we can provide the services to you, for example, your name, date of birth and other personal details. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 12.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. 7.5 Reasons we may suspend the services. We may have to suspend the services to: (a) deal with technical problems or make minor technical changes; (b) update the services to reflect changes in relevant laws and regulatory requirements; (c) make changes to the services as requested by you or notified by us to you (see clause 6). 7.6 Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 10 working days we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 10 working days and we will refund any sums you have paid in advance for services not provided to you. 7.7 We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 15.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 15.10). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 15.9).

8. TATLOCKS PARTNERS AND OTHER THIRD PARTY SUPPLIERS 8.1 Selection of Tatlocks Partners. We have relationships with various independent consultants, organisations and other businesses which we prefer to use to supply goods and services to you. When we select Tatlocks Partners to provide you with goods or a service we consider a range of factors including cost, quality and reliability. We do not select Tatlocks Partners solely on the basis of cost, accordingly prices may not be the cheapest available. For example if you ask us to source tickets to a sold out or highly sought after event the price charged may be well in excess of the face value of the ticket. 8.2 Agency. You appoint us as your agent in respect of any orders you place requiring us to arrange a contract between you and a Tatlocks Partner or Third Party Supplier. 8.3 Commissions from Tatlocks Partners and Third Party Suppliers. You understand, agree and accept that we may receive and keep commissions from Tatlocks Partners and Third Party Suppliers for arranging the supply of goods or services to you from them. 8.4 We are not responsible for Tatlocks Partners or Third Party Suppliers who we arrange to provide goods or services to you. If the service we provide to you is to arrange the supply of goods or services to you by a Tatlocks Partner or a Third Party Supplier, we will not be responsible for the goods or services supplied to you by that Tatlocks Partner or Third Party Supplier. Where we act as your agent the contract for the goods or services ordered will be between you and the Tatlocks Partner or Third Party Supplier and will be on their terms and conditions. 8.5 Problems with goods or services supplied by Tatlocks Partners and Third Party Suppliers. If there is problem with any goods or services supplied to you by a Tatlocks Partner or a Third Party Supplier please contact us and we may be able to assist you in asserting any rights that you may have against the Tatlocks Partner or Third Party Supplier. 8.6 Legal status of Tatlocks Partners. For the avoidance of doubt neither Tatlocks Partners nor Third Party Suppliers are our partners for the purposes of the Partnership Act 1890 and we are not liable for their wrongful acts or omissions, debts and obligations or for any loss or injury caused by them.

9. CHANGING YOUR MIND IF YOU ARE A CONSUMER 9.1 If you change your mind about your membership application within 14 days of the date we accept your application we shall refund your membership fee less the costs of any services performed for you by us or amounts paid by us acting as your agent to Tatlocks Partners or Third Party Suppliers. 9.2 If you change your mind about a contract within 14 days of the date of your order we shall refund our fee less the costs of any services performed for you by us or amounts paid by us acting as your agent to Tatlocks Partners or Third Party Suppliers. 9.3 When you don't have the right to change your mind. You do not have a right to change your mind if you are not a consumer or if you are a consumer in respect of: (a) tickets; (b) goods and services supplied for events or catering; (c) services, once these have been completed, even if the cancellation period is still running; (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; (e) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and (f) any products which become mixed inseparably with other items after their delivery.

10. YOUR RIGHTS TO END THE CONTRACT IF YOU ARE A CONSUMER 10.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract: (a) If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back), see clause 13; (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2; (c) If you have just changed your mind about the service, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods. In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.4. 10.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are: (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.2); (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; (c) there is a risk that supply of the products may be significantly delayed because of events outside our control; (d) you have a legal right to end the contract because of something we have done wrong. 10.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. 10.4 Ending the contract where we are not at fault and there is no right to change your mind. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

11. HOW TO END THE CONTRACT WITH US IF YOU ARE A CONSUMER (INCLUDING IF YOU HAVE CHANGED YOUR MIND) 11.1 Tell us you want to end the contract. To end the contract with us, please let us know by phone or email. Call customer services on +44(0)20 3742 1287 or email us at secretary@tatlocks.com. Please provide your name, home address, details of your membership application or order and, where available, your phone number and email address. 11.2 How we will refund you. Where you are entitled to a refund, we will refund you the price you paid for any services by the method you used for payment. However, we may make deductions from the price, as described below. 11.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. 11.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

12. **OUR RIGHTS TO END THE CONTRACT IF YOU ARE A CONSUMER** 12.1 We may end the contract if you break it. We may end the contract at any time by writing to you if: (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; (c) you do not, within a reasonable time, give us access to your property to enable us to provide the services to you; or (d) you ask us to perform an illegal, unethical or immoral service; (e) you are convicted of a criminal offence, are abusive to our staff or behave in a way that is likely to bring our reputation into disrepute. 12.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. 12.3 We may stop providing the services. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

13. **OUR RIGHTS TO END THE CONTRACT IF YOU ARE A BUSINESS** 13.1 If you are not a consumer but are contracting with us as a business, you or we may terminate the contract if: (a) either of us commit a material breach of our obligations under the contract and (if such breach is remediable) fail to remedy that breach within 14 days after receipt of notice in writing to do so; (b) either of us suspend, or threaten to suspend, payment of our debts or are unable to pay our debts as they fall due or admits inability to pay our debts or (being a company or limited liability partnership) are deemed unable to pay our debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay our debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; (c) either of us commence negotiations with all or any class of your creditors with a view to rescheduling any of our debts, or makes a proposal for or enters into any compromise or arrangement with their creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (d) either of us being a company, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the company other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party; (e) either of us (being an individual) are the subject of a bankruptcy petition or order; (f) a creditor or encumbrancer of either of us attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of our or your assets and such attachment or process is not discharged within 14 days; (g) either of us being a company, an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the company; (h) either of us being a company the holder of a qualifying charge over the assets of the company has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over our or your assets or a receiver is appointed over our or your assets; (j) any event occurs, or proceeding is taken, with respect to either of us in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 13.1; (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; (l) the other party's financial position deteriorates to such an extent that in the first party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation. 13.2 Without limiting our other rights or remedies, we may terminate the contract with immediate effect by giving written notice to you if you fail to pay any amount due under the contract on the due date for payment. 13.3 Without limiting your other rights or remedies, you may terminate the contract with immediate effect by giving written notice to us if we commit a material breach of our obligations under the contract and (if such breach is remediable) fail to remedy that breach within 28 days after receipt of notice in writing to do so. 13.4 Without limiting our other rights or remedies, the we may suspend the supply of services or all further deliveries of goods under the contract or any other contract between the you and us if the you fail to pay any amount due under the contract on the due date for payment, you become subject to any of the events listed in clause 13.1, or the we reasonably believe that the you are about to become subject to any of them. 13.5 On termination of the contract for any reason: (a) the you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by the you immediately on receipt; (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. **IF THERE IS A PROBLEM WITH THE SERVICES** 14.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our client service team at +44(0)20 3742 1287 or by writing to us at secretary@tatlocks.com. 14.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights. Summary of your consumer key legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says: 'you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. · if you haven't agreed a price upfront, what you're asked to pay must be reasonable. · if you haven't agreed a time upfront, it must be carried out within a reasonable time.'

15. **PRICE AND PAYMENT** 15.1 Where to find the price for the services. The price of the services (which excludes VAT) will be the price set out in your membership application or your order (as the case may be) unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services and goods advised to you are correct. However please see clause 15.3 for what happens if we discover an error in the price of the services or goods you order. 15.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect. 15.3 What happens if we get the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our order, we will contact you for your instructions before we accept your order. When you must pay and how you must pay. 15.4 Orders for Tickets. You must provide us in advance with funds equal to the full amount of the price of the ticket, before we will order the tickets on your behalf. 15.5 Orders for Events and Hospitality. You must make an advance payment of at least 50% of the price of the services, before we start providing them. In certain circumstances we may require a greater advance payment (for example 100% of the price) for example if the event is on short notice but we will agree this with you prior to starting the services. We will usually invoice you for the balance of the price of the services 6 weeks before the event. You must pay each invoice immediately on the date of the invoice. 15.6 Membership Fee. You must pay the price of your initial membership fee in advance before we accept your membership application. You must pay the price of your annual renewal membership fee in advance before the expiry of one year from the date your previous year's membership commenced. 15.7 Method of Payment. We accept payment by cash, cheque, bank transfer. Payments by credit card will incur a [3%] transaction fee. 15.8 We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 15.4) we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. 15.9 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

16. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER** 16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. 16.2 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

17. **OUR LIABILITY TO YOU IF YOU ARE A BUSINESS** 17.1 This clause 17 only applies if you are a business customer. 17.2 Nothing in these terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (d) defective products under the Consumer Protection Act 1987. 17.3 Subject to clause 17.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) any loss of profits, sales, business, or revenue; (b) loss or corruption of data, information or software; (c) loss of business opportunity; (d) loss of anticipated savings; (e) loss of goodwill; or (f) any indirect or consequential loss. 17.4 Subject to clause 17.2, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £250,000. 17.5 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the goods and services. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the goods or services are suitable for your purposes.

18. **HOW WE MAY USE YOUR PERSONAL INFORMATION** 18.1 How we will use your personal information. We will use the personal information you provide to us to: (a) provide the services either directly to you or through a Tatlocks Partner or a Third Party Supplier; (b) process your payment for such services; (c) if you agreed to this during the order process, to inform you about similar products that we or Tatlocks Partners provide, but you may stop receiving these communications at any time by contacting us; (d) if you agree to this, to pass on your personal information to a Tatlocks Partner or a Third Party Supplier. 18.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do. 18.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

19. **OTHER IMPORTANT TERMS** 19.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about the transfer and we will refund you any payments you have made in advance for services not provided. 19.2 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. 19.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. 19.4 Even if we delay in enforcing this contract, we can still enforce it later. 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 or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date. 19.5 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. 19.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business. These terms 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 the laws of England. If you are a business, we both irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).