

SUPPLIER APPLICATION

BETWEEN: LuxePrivé

A company registered and incorporated under the laws of England & Wales (company number 616360) the address of whose registered office is:

9 Observatory Gardens, London W8 7HY

and

SUPPLIER:

Co. name:.....

Address:.....

Contact name:.....

Position:.....

Contact telephone number.....

Contact mobile number.....

THIS APPLICATION CONSTITUTES AN OFFER TO LUXEPRIVE. UPON LUXEPRIVE'S ACCEPTANCE OF YOUR APPLICATION THE CONTENT OF THIS LETTER SHALL TOGETHER WITH THE SIGNED TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LUXEPRIVE AND THE SUPPLIER.

I hereby declare that I am authorised to sign this application letter and for and on behalf of the above named company/supplier.

Signature.....

Name.....

Position.....

Date.....

Please return, along with the Terms & Conditions, to:

LuxePrivé

9 Observatory Gardens,

Kensington,

London

W8 7HY

UK Tel / Fax +44 (0)20 7938 3371

Promotional Material

Terms & Conditions

- The Supplier agrees to provide LuxePrivé with the following Promotional Material: Company profile (50 - 100 words) A description of the privilege / special offer Booking details (please provide booking instructions any promotional codes which may need to be quoted, along with at least one contact name and telephone number) Company details and address, including website Feature Photograph (in jpeg format);
- The Supplier agrees to update LuxePrivé with Promotional Material as may be required; The Supplier warrants that it is entitled to grant LuxePrivé a license to use the Promotional Material for the purposes of promotion;
- The Supplier warrants that none of the Promotional Material violates or infringes any personal or property rights of others, including copyright or trademark rights, whether common law or statutory;
- LuxePrivé may use any Promotional Material on its website, printed material and other promotional articles or mediums; LuxePrivé reserves the right to remove the Supplier's Promotional Material from its website or any promotional medium with immediate effect;
- The Supplier grants a non-exclusive licence to LuxePrivé to hold and use the Promotional Material until this arrangement is terminated by either party under these terms and conditions;

Supplier Conduct

- The Supplier shall ensure that only customers showing a valid LuxePrivé card can benefit from the special offers presented to LuxePrivé members. Cards are not transferable and should match the name on the booking and any credit card or cheque the customer pays with. The Supplier shall ensure that all cards must bear a valid date;
- The Supplier shall ensure that all members of its staff, whether employed directly or otherwise are aware of the benefits and discounts offered by the Supplier to LuxePrivé;

- It is a condition of this agreement that the Supplier shall at all times that LuxePrivé members are treated in a suitably courteous and professional manner;

Term

- The Supplier shall offer the privileges and special offers indefinitely, and for a minimum of three months, subject to two months written notice of cancellation by either the Supplier or LuxePrivé;

Confidentiality

- All information provided by each of the parties to the other will be treated as confidential and in accordance with the Data Protection Act 1998. The party receiving such confidential information from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential or proprietary information so received, and shall not make use of such information, without the prior written consent of the disclosing party.

Information shall not be deemed confidential if it is:

- (a) publicly available prior to the date of this Agreement or is made publicly available by the disclosing party without restriction;
- (b) rightfully received by the receiving party from third parties without accompanying secrecy obligations;
- (c) already in the receiving party's possession and was lawfully received from sources other than the disclosing party;
- (d) independently developed by the receiving party; or (e) approved in writing by the disclosing party for release.

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- Nothing in this agreement shall grant or be deemed to grant to the Supplier the right to use the LuxePrivé name, logo or trademark, except as agreed to by prior written agreement;

Personal Agreement

- The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement, nor appoint any sub-distributor or sub-agent without the prior written consent of LuxePrivé. Any such consent shall not relieve the Supplier from any liability or obligation under the Agreement;

Liability

- Nothing in this Agreement shall in any circumstances make either party liable for any economic loss whether direct or indirect. Neither party shall be liable for loss of use, profits, business, revenues or contracts. Any limitation of liability set out in the Agreement shall not apply so as to restrict either party's liability for death or personal injury resulting from either party's or that party's employees, agents or sub-contractors negligence or fraud;
- No failure by either party to enforce its rights shall prejudice or restrict that party's rights and no waiver of any such rights or any breach of any contractual term by the other party will constitute a waiver of any right or later breach;
- The Supplier irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind this Agreement because of breach of any warranty not contained in this Agreement, or any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently;
- The terms of this Agreement do not effect LuxePrivé statutory and common law rights;

Miscellaneous

- Nothing in this agreement shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Supplier and LuxePrivé;
- This Agreement constitutes the entire agreement between and sole understanding of the Supplier and LuxePrivé with respect to the subject matter hereof and may be amended or modified only by a subsequent agreement in writing between the parties;
- Any dispute arising from or in relation to this arrangement shall be governed by the laws of England and Wales and the English Courts shall have exclusive jurisdiction to hear such disputes. The invalidity or lack of enforceability of any provision in this Agreement shall not affect the other provisions continuing in full force and effect;

The Supplier warrants that it has full power and authority to enter this Agreement.

SIGNATURE..... **PRINT NAME**.....
POSITION..... **DATE**.....•

Please send your completed and signed Application Form and Terms and Conditions to:

LuxePrivé,
9 Observatory Gardens,
Kensington,
London
W8 7HY
UK Tel / Fax +44 (0)20 7938 3371

20/09/2010