

RATES

Access to our services

- With your *Luxeco VIP Member Card*, contact our team from Monday to Friday (8:30 am – 7 pm) – Minimum 48 hours Notice
- Requests for services on business hours (Monday-Friday 8:30 am – 7 pm). *Please note that service requests which put others in danger, are illegal or questionable will be automatically denied.*
- In an emergency, call to check on availability. We will always try to accommodate your rush request

Private Clientele rates

- Membership – annual fee: CHF 3'600.- excl. VAT
- All our services are charged on an hourly basis: CHF 250.- excl. VAT
First request: 2 hours free
- Our rates reflect charges for counselling and services rendered by Luxeco and do not include charges for transportation, outside vendor services or merchandise purchased to complete the request.
- Each customer handle full responsibility for the payment of all purchases requested.

Corporate rates

- Corporate rates apply to corporate members who ensure to Luxeco a certain number of customers per month.
- Membership – annual fee: on the first year, membership is free for VIPs who come on behalf of a corporate partner.
As from the second year: CHF 3'000.- excl. VAT
- All our services are charged on an hourly basis: CHF 200.- excl. VAT
A minimum of 2 hours non refundable will be charged for the first service
- Business packages are available and built specifically for each company. Please contact us for a personal offer: vip@luxeco.ch

Please note that our rates are subject to change. Any modification will be notified to our clients by email or post.

TERMS & CONDITIONS

Please read these Terms and Conditions carefully. By contracting our services, you agree to be bound by these Terms and Conditions.

1. ABOUT US

We are Luxeco & Partners Sàrl (we or us), a limited company registered in Geneva Switzerland under federal number CH-660-2209007-2. Our registered office and main trading address is at 5, rue des Sablières, 1217 Meyrin – Geneva - Switzerland.

Our VAT number is CHE-113.810.411 TVA.

2. ACCESS TO SERVICES – MEMBERSHIP APPLICATIONS

2.1 Application for Membership must be made on our Membership Application Form, which is available from us on request or on our Site at www.luxeco.ch.

2.2 When you apply for Membership you are obliged to provide true, complete and accurate details and your failure to do so may invalidate your Membership and any subsequent transaction. Your responsibility to provide accurate information is a continuing obligation and you must notify us in the event that any information provided by you changes. This includes changes to registered bank account or Payment Card details.

2.3 If you are a company and ask for a Corporate Membership, you must provide full details of the personnel authorised to use your Membership, and ensure that those personnel are familiar with these Terms and Conditions. Failure to do so may result in your Membership being suspended or cancelled.

2.4 All Membership applications are subject to verification by us. We will notify you [by email and/or telephone] in the event that your Membership has been accepted. Where an application is not successful, we are under no obligation to disclose our reasons for rejecting it.

2.5 If your application is successful, and upon receipt of your Membership Fees, we will send you your *Luxeco VIP Member Card*.

3. MEMBERSHIP BENEFITS

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

3.2 When you become a Member you will be provided with a Membership Card (Luxeco VIP Member Card). You agree that you will only use your Membership Card for the purpose for which it is issued, and you will not allow it to be used by any third party. You must notify us immediately by email to vip@luxeco.ch if it is lost or stolen.

3.3 As a Member, you are entitled to all of the benefits set out on our Brochure and Site. We accept no responsibility or liability for any loss of additional expense incurred by you as a result of your inability to satisfy a Supplier of your entitlement to a benefit.

3.4 We aim to ensure that the benefits remain available at all times and are constantly negotiating new benefits to ensure that you receive maximum use of your Membership. If any of the benefits become unavailable, we will do all we can to ensure that prior commitments are honoured to the fullest extent possible, but shall not be responsible for any actions of Suppliers outside our actual control.

4. MEMBERSHIP FEES, CANCELLATIONS & RENEWALS

4.1 Our current Membership Fees are published our Brochure and Site and will be communicated to you upon application.

4.2 We shall not be deemed to have accepted a Membership application until we have received full payment of Membership Fees in cleared funds from you. Following receipt of the Membership Fees, Membership shall commence on such date as notified to you by us (the Effective Date).

4.3 Any increase in Membership Fees will be notified on the Site and directly to Members (which may be posted or emailed).

4.4 You may cancel your Membership at any time, but Membership Fees are non-refundable. We may at our sole and complete discretion elect to refund your Membership Fee in whole or in part depending on the circumstances relating to the cancellation of your Membership and subject to our administration costs. However, the joining fee, where applicable, will not be refunded under any circumstances.

4.5 We reserve the absolute right to cancel or suspend your Membership (at our sole discretion) for any reason whatsoever. If we cancel your Membership, we may (at our sole discretion) refund the balance of the current annual Membership Fee on a time apportionment basis in respect of the unexpired period to which the annual Membership Fee relates.

4.6 Membership Fees are due on our acceptance of your Membership application and annually thereafter on the anniversary of the Effective Date (Renewal Date). Membership Fees are payable in advance by bank transfer, direct debit or charge to your Payment Card.

4.7 You authorise us to obtain Membership Fees by debiting your bank account or charging your Payment Card up to 28 days prior to your Renewal Date. If we do not hold your current bank account or Payment Card details, or if a payment is declined or returned to us, we will contact you to renew your Membership.

4.8 You will be deemed to agree to renewal of your Membership unless you give us at least 30 days' prior written notice of your intention not to renew. Such renewal Membership shall be for one year and shall otherwise be subject to the terms and conditions and at the price displayed on our Site at the Renewal Date.

5. SERVICES

5.1 As a Member you are entitled to use the Services. We will record the number of requests provided by us (Service Requests).

5.2 Corporate Membership will entitle your pre-defined VIP clientele & personnel to access to our services at a preferential rate.

5.3 A Service Request is defined as any telephone call or email asking Luxeco & Partners to provide a service.

5.4 You may make requests for Services by telephone or e-mail (vip@luxeco.ch). Please note that your telephone calls to us may be monitored or recorded for training and quality control purposes.

5.5 A minimum of 2 hours will be automatically charged at the first request. Please note that our "meet & welcome" service is subject to additional costs for rental and transfer. Additional costs will be submitted to client for approval and charged in advance to his or her arrival.

5.6 Please note that we will not perform any services that we consider, at our sole discretion, to be unlawful, improper and immoral. Persistent requests for such services will be considered to be a material breach of these Terms and Conditions and may result in termination of your Membership.

5.7 We reserve the right to withdraw any Services and/or to refuse to supply Services requested.

5.8 If we are unable to deal with any request, we will inform you as soon as reasonably practicable.

6. SUPPLIERS

6.1 In providing the Services, we will suggest Suppliers of the goods and services you require and may accompany you visiting those Suppliers. You acknowledge that the Suppliers are responsible for providing you with the goods and services you select, and you agree to comply with the terms and conditions of Suppliers in relation to those goods and services. By way of example only, if we procure a gift on your behalf, the purchase and supply of this gift will be strictly in accordance with the terms and conditions of the Supplier, by which you will be bound.

6.2 We will communicate with Suppliers on your behalf unless it is more appropriate for you to contact them direct.

6.3 Where the Services requested require the purchase of goods or services from Suppliers we will confirm the cost to you. If you have provided us with details of a Payment Card and authority to use it to pay Suppliers direct we will do so. If you have not, you will need to either:

(a) Provide us with cleared funds so that we can pay the Supplier on your behalf; or

(b) Contact the Supplier to arrange direct payment.

6.4 Alternatively to the provisions of clause 6.3, we may agree to pay the Supplier for you and send you an invoice for the sum paid plus any applicable credit card, interest or other financial charges. All our invoices are payable by you within 10 days of the date they are raised. Failure to settle an invoice within this period will be considered a material breach of these Terms and Conditions for the purposes of clause 9 below.

6.5 From time to time the procurement or provision of certain goods or services may result in us making a handling charge (of which you will be notified), and in such cases you hereby authorise us to charge your Payment Card with such handling charges.

6.6 In case of non payment of any bills within 10 days from official notification, a delay interest and fees of 3% will be charged per month. Failure to reimburse us includes, but is not limited to, your failure to provide or update Payment Card details.

7. BOOKINGS, SOCIAL PROGRAMS & GUIDED TOURS

7.1 All bookings, such as restaurant, hotel reservations, social programs, guided tours and the purchase of travel tickets and transport, are made subject to the terms and conditions of the Supplier of the goods or services and any intermediary.

7.2 Please note that we are not an authorised travel agent or tour operator and, as such, act only in our role as your agent in procuring travel and tourism services.

7.3 Where we have paid any deposit or other non-refundable sum to a Supplier on your behalf, we do so as your agent. We shall recover any such payment from you in accordance with these Terms and Conditions and you agree to indemnify us in respect of any costs, expenses or other liabilities resulting from such bookings. For the avoidance of doubt, where any such sum is forfeited as a result of your own act or omission, we shall not reimburse you.

7.4 All rights and remedies you have are against the relevant Supplier.

8. HOSPITALITY VIP ACCESS

8.1 All exclusive events are subject to availability and may change without notice. Please note that Luxeco has access to these events on a very exclusive basis. VIP tickets and access are available in limited quantity.

8.2 According to 8.1, some requests may not be completely fulfilled. Please note that Luxeco & Partners has no control over events availability and is not responsible for any changes in events dates, times, locations or accommodations.

8.3. To maximise chances of meeting customers' wishes, requests must be sent to Luxeco with a minimum of 60 days notice.

8.4 A 50% non-refundable deposit is due within 5 days of reservation. The final non-refundable balance of the total price shall be paid in full 30 days prior to the event date.

8.5 For all events, no tickets will be issued or access provided to client until Luxeco receives full payment.

8.6 Please note that Luxeco & Partners puts forth significant time and effort in order to meet your requests. Therefore, Luxeco & Partners' hourly rates apply even if the request cannot be completed.

9. PAYMENT CARDS

9.1 The provisions of this clause 8 apply where you have authorised us to use your Payment Card to either:

- (a) Make payments direct to a Supplier on your behalf; or
- (b) Charge your Payment Card in order to reimburse ourselves or put ourselves in funds in respect of a payment made by us on your behalf.

9.2 You acknowledge, warrant and agree that:

- (a) The Payment Card details you have provided are accurate;
- (b) We shall have no liability in respect of, or be responsible in any way for, any use of your information by such Supplier;
- (c) The Payment Card supplied is either owned by you, or you have the authority from the owner for such use;
- (d) Your Payment Card has sufficient funds to cover in full the cost of the goods or services supplied by the Supplier;
- (e) All costs associated with the use of your Payment Card shall be paid by you; and
- (f) We shall have no liability or responsibility whatsoever for the use of your Payment Card provided we have acted in accordance with your instructions.

10. AGENCY

10.1 By becoming a Member you appoint us as your agent for the purpose of providing the Services.

10.2 As such, for the purpose of providing the Services, you authorise us to enter into contracts on your behalf, agree to be bound by the terms of those contracts and indemnify us in respect of any costs, expenses or other liabilities resulting from those contracts.

11. TERMINATION FOR DEFAULT

11.1 Without prejudice to any other provision contained within these Terms and Conditions we may terminate your Membership by notice in writing in any of the following events (each an Event of Default):

- (a) You commit a material breach of these Terms and Conditions which is incapable of remedy;
- (b) You commit a material breach which is capable of remedy but which you fail to remedy within 14 days of written notice by us specifying the event of default and requiring its remedy; or
- (c) You shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a Court shall make an order to that effect, if you shall enter into composition or arrangement with your creditor(s) or shall become insolvent, and such an event shall be deemed to be a material breach incapable of remedy.

11.2 Any termination of your Membership howsoever caused shall not affect any accrued rights or liabilities of either us or you arising out of such Membership.

11.3 On termination of your Membership for any reason, you shall pay us all sums set out in clause 10.

11. PAYMENTS ON DEFAULT OR CANCELLATION

Where you cancel your Membership in accordance with clause 4.5 or on the happening of an Event of Default, you will immediately pay all and any outstanding sums incurred by us in the provision of the Services, and (where applicable) you hereby authorise us to debit all such sums to your Payment Card without further notice.

12. LIABILITY

12.1 We will make every reasonable effort to ensure that the Services provided to you are of the highest order and we warrant to you that we shall endeavour to provide the Services with reasonable care and skill and, so far as reasonably practicable, in accordance with your requests and instructions.

12.2 We shall use all reasonable endeavours to ensure that recommendations of Suppliers to you are appropriate. However, you must make and rely on your own enquiries in relation to such Suppliers and we do not warrant that the goods or services will be appropriate or to your satisfaction.

We will do everything we reasonably can to assist you in dealing with any disputes you may have with Suppliers.

12.3 You acknowledge and agree that:

- (a) We act as your agent in procuring goods and services from Suppliers;
- (b) You are responsible for, and shall use your own skill and judgment in, determining the quality, value and suitability of goods and services suggested by us, and deciding whether to enter into any contract with any Supplier;
- (c) Contracts for the supply of goods and services are made between you and the relevant Suppliers, and are subject to the Supplier's own terms and conditions;
- (d) In respect of goods and services supplied by a Supplier all your rights and remedies are against that Supplier, and we shall have no liability whatsoever 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.

12.4 Save in respect of death and personal injury caused by our negligence, we shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or your reliance upon the information and suggestions provided by us hereunder and the resulting supply of goods and services to you by any third party.

12.5 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of yours.

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

12.7 Except in respect of death and personal injury and subject to the provisions of these Terms and Conditions, our maximum liability to you for breach of any of our obligations hereunder shall be limited to the value of the current annual Membership Fee.

12.8 This section applies only to the extent permitted by law.

13. VAT

All sums payable by you in accordance with these Terms and Conditions are subject to VAT charged at 8% unless you can prove to the satisfaction of the appropriate VAT authorities that you have "zero" rated VAT status in which case a "zero" rated VAT invoice will be issued.

14. CONFIDENTIALITY

14.1 Luxeco & Partners warrants that it will keep secret and not disclose directly or indirectly to any third person (except as authorized or required to carry out the Services) any confidential information that the Agency possesses concerning its Members.

14.2 The obligation at clause 14.1 shall continue during and after termination of the Services but shall cease to apply to information or knowledge which has become public knowledge otherwise than through any unauthorised disclosure or other breach by the Agency.

15. DATA PROTECTION

15.1 We may periodically produce a newsletter or other publication that may be posted or emailed to you. If you have not done so when applying for Membership and you do not wish to receive such publications please opt out by writing to the address provided at clause 22 below or by email to vip@luxeco.ch.

15.2 We may contact you to update you on our services, to seek your opinion on how we might improve the Services we offer. If you do not wish to be contacted for these reasons please opt out by writing to the address provided at clause 21 below or by email to vip@luxeco.ch.

16. FORCE MAJEURE

16.1 Neither party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

17. WAIVER

17.1 No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

17.2 No failure or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

18. VARIATION

We may vary these Terms and Conditions from time to time and will notify you in writing at least 14 days' prior to such variation. Upon receiving a notice of variation of these Terms and Conditions, you may cancel your Membership by serving written notice on us within 30 days of receipt of the notice of variation. Your continuing requests for Services will indicate your acceptance of the varied Terms and Conditions in any event.

19. SEVERANCE

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

20. COPYRIGHT

We reserve all copyright and any other rights (if any), which may subsist in the products of, or in connection with, the provision of Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

21. LAW AND JURISDICTION

21.1 These Terms and Conditions shall be governed by the laws of the Canton of Geneva - Switzerland.

21.2 Any dispute between you and us relating to these Terms and Conditions shall fall within the jurisdiction of the courts of the Canton of Geneva.

22. CONTACTING US

22.1 If you wish to raise any queries, concerns or complains please telephone +4122 306 09 20 or email info@luxeco.ch. Alternatively, please write to Luxeco & Partners, 5 rue des Sablières, 1217 Meyrin – Geneva – Switzerland