

# MyClub App Terms and Conditions

Welcome to MyClub App. This page (together with the documents referred to in it) tells you the terms (the "**Terms**") and conditions (the "**Conditions**") which apply when you book any of our Club Services (the "**Club Services**") from our mobile application and related services (each referred to as an "**Application**" or "**App**").

Please read these Terms and Conditions carefully before creating a MyClub account or using our Application. If you have any questions relating to these Terms and Conditions please contact [myclub@fenixinnovation.co.uk](mailto:myclub@fenixinnovation.co.uk). If you are a consumer, you have certain legal rights when you book the Club Services using our Application. You can find more information about these right at: <https://www.citizensadvice.org.uk/consumer/>.

Your legal rights are not affected by these Terms and Conditions, which apply in addition to them and do not replace them. By setting up your MyClub Account, you confirm that you accept these Terms and Conditions.

## 1. Information about us

MyClub App is operated by Fenix Innovation Ltd (hereinafter also as "**FENIX**") a company registered in England and Wales, whose registered office at flat 7 Randall House 1A Sandrin Ghan Avenue, London, United Kingdom, SW20 8JY. Our Company registration number is 13272211. You may contact us at [myclub@fenixinnovation.co.uk](mailto:myclub@fenixinnovation.co.uk), or by using the instant messaging facility on our Application.

## 2. Purpose

Our target is to link the Users (the "**Users**") to the Clubs (the "**Clubs**" or the "**Partners**") we partner with and allow the Users to enjoy any Club Services and improve its experience in the field of the entertainment industry. Thanks to our focus and specialisation we know how to connect the Clubs and Users who can enjoy any Club Services, as described below, through the Application.

MyClub App provides technology services that enable the Clubs to connect with Users who may purchase and collect services from the Club directly. When you book any Club

Services from a Partner, MyClub App will manage the booking process through its Application for your best experience.

### **3. Your Account**

Before you can book any Club Services for using our Application, you need to open a User Account (the "**User Account**"). When you open a User Account you may create a password, or other secure login methods, and may also have to provide credit card details. You must keep secret any password you create, or any other secure login method, preventing others from accessing your email or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any service they book, and we are not responsible for any other losses you suffer, unless the theft of password depends on a breach of our security system.

You may close your account at any time by requesting to do so in your User Account section of our Application or contacting us using the contact details above. We may suspend your access to your User Account, or close it permanently, if we believe that your User Account has been used by someone else. We may also close your account if - at our sole discretion - you are abusing our Club Services. If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or Application following any issue with an order, by applying a credit to your registered credit card, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

### **4. Service Availability**

The Partners will be able to autonomously manage their Club Services through their personal Page (also as "**Page**").

MyClub App provides and supplies technology services that enable the Partners to connect with Users who may purchase Club Services through the App on their Partners dedicated Page. The Club Services published from Partners on the App will be available for any User.

Each of our Partners decide their Club Services (i.e. Guest List Booking; Table booking, etc.), or menus (also as "**Service(s)**" or "**Menu(s)**") and operating hours to be published on and advertised through the App. The Club Services or Services published on the Application by Partners may change at any time due to factors such as weather, unexpected or demand on our service.

## **5. Booking**

You must be aged 18 or older to use our Application and Club Services. By placing a booking through our Application, you confirm that you are aged 18 or older. When you place a booking through our Application, it needs to be accepted by the Partners before it is confirmed. We will send you a QR code (the "**QR code**") if your booking has been accepted by the Partners. The latter has the power to decide on whether to accept or not the booking, at their sole discretion. You will find their booking policy on the Page of each Partner.

The supply contract for any of the Services or Club Services you have booked will become effective on receipt of the QR code. The QR code will be requested to access the Club of the selected Partner. Once the QR code is scanned the App will withdraw the payment for the Service or Club Services (the "**Fee**") you have pre-approved during the booking. Therefore, the payment for Fee will be made only at the time the QR code will be scanned by the Club.

You are responsible for paying for any Services or Club Services you have been booking using your account and for complying with these Terms, even if you have booked the Services or Club Services for someone else.

All Club services or Services are subject to availability.

## **6. Booking issues**

You have the legal right to receive the Club Services which have to comply with their description and quality. If you believe that the Club Services you have been supplied with do not comply with these legal rights, please let us know.

## **7. Policies**

When you make a booking with MyClub App, you accept the applicable policies as displayed in the booking process. You will find each Club Services cancellation policy and any other policy on each Page of the Club.

If you cancel a booking or do not show up on time, any cancellation/no-show fee will apply according to Article 10 (Cancellation policy) of these Terms and Conditions.

If you think you're not going to arrive on time, please contact the Club so they will keep your booking active. If you are late or do not show up, we are not liable for the

consequences (e.g. the cancellation of your booking, or any fees the Partner may charge you with).

As the person making the booking, you are responsible for the actions and behavior (in relation to the Service and Club Service experience) of everyone within your group. You are also responsible for obtaining their permission before providing us with their personal data.

## **8. Price**

Prices include VAT. When you make a booking, you agree to pay the cost of the Service and Club Services, including any charges and taxes that may apply.

You confirm that you are using our Club Services and Services for personal, non-commercial use. MyClub App may operate dynamic pricing some of the time, which means that prices of the Club Services and Services may change while you are browsing. Prices can also change at any time at the discretion of the Partners.

## **9. Payments**

Payment for all Service and Club Service can be made on our Application by credit or debit card, or other payment methods made available by MyClub App. Once your booking has been confirmed your credit or debit card will be authorised and the total amount marked for payment. The MyClub App to appoint *Stripe Payments Europe Ltd* (hereinafter also as "**STRIPE**" - <https://stripe.com/gb>) as the Club's limited payment collection agent solely to accepting payment of the Customers Price of all Service and/or Club's Services sold by the Club via the App plus any applicable Sales Tax collected on the Club's behalf, via the payment processing functionality facilitated by the STRIPE Tools. Payment may also be made by using account credit.

The payment collected on our behalf by STRIPE will be considered the same as payment made directly to the Club.

The supply contract for any of the Services or Club Services you have booked will become effective on receipt of the QR code. The QR code will be requested to access the Club of the selected Partner.

Partners will not require any upfront payment during your booking for supplying their Services and Club Services. Once the QR code is scanned the App will withdraw the Fee you have pre-approved during the booking. Therefore, no payment will be made before and during the booking, and the payment for the Fee will be made only at the time the

QR code will be scanned by the Club upon the Users arrival at the Club of the selected Partner.

Partners sometimes make special offers available through our Application: these can be viewed visiting their Page. These offers are at the discretion of the Partner.

As a seller of all Services available via the App, the Partner is responsible for determining and setting the retail price for each Service and/or Club Service (the "**Customer Price**") as well as for the remittance of all applicable Sales Taxes, where required under applicable law. Specifically, the term "**Sales Tax**" refers to any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, food & beverage, and similar transaction taxes, as well as any bottle, bag, plastic, gadget, voucher or other similar fees.

If you know of or suspect any fraud or unauthorised use of your payment method, please contact your payment provider, who may cover any resulting charges, possibly minus an excess.

We will store your payment method details for future transactions after collecting your consent.

## **10. Cancellation and Refunds**

You may cancel a booking without charges any time one of the following events happens:

- in case of Guest List Booking (also as "**GLB**"), whether you cancel your booking no later than 24 (twenty-four) hours before the booked Event starts;
- in case of Table Booking (also as "**TL**"), whether you cancel your booking no later than 24 (twenty-four) hours before the booked Event starts.

MyClub App does not apply any refund as no payment is required at the time of the Users booking their Services or Club Services and no payment in advance is required by the Partner.

If you wish to cancel a booking before the time provided by the Partner, please contact the Partner immediately via our Application or directly via its details as reported on its Page.

MyClub App and the Partner may notify you that a booking has been cancelled at any time. You will not be charged for any orders cancelled by us or the Partner, and we will reimburse you for any payment already made using the same method you used to pay

for your order. We may also apply credit to your account by way of compensation for any inconvenience it may have caused.

## **11. Partner Obligations**

Under its responsibility, the Partner will make its Club Services available for purchase or booking them through the App and ensure the Menus are accurate and comply with all applicable laws and regulations.

The Club will be granted with exclusive access to its personal Page and being allowed to make any amendments at any time with no need of notice to MyClub App.

The Club will provide and handle all Club Services in accordance with applicable laws and regulations, including without limitation all laws, rules and regulations governing controls required for complying with the Equality Act 2010 and, if applicable, all applicable laws, rules, and regulations governing controls required for both food safety and alcohol safety standards.

## **12. Loss or Damage Suffered by Users**

It is the responsibility of MyClub App to verify that the Services correspond to their intended use. MyClub does not assume any liability for any damages resulting from a usage other than the intended use.

We are responsible to you for any loss or damage that you may suffer during and after the booking, until the time when your QR code is scanned, for those being a foreseeable result of our breaches of these present Terms or those which derive by failing to use reasonable care and skill in relation to your use of our Service.

We are not responsible for any loss or damage that is not foreseeable and that you suffer after scanning your QR code accessing the Club of the selected Partner.

Loss or damage is also considered as "foreseeable" in case you had informed about the chance of that happening (e.g.: you have informed us before you place your booking about any particular circumstances which might increase the extent of loss or damage). MyClub App does not assume any liability for any disturbances, limitations, interruptions or disruptions of the Club Services which are caused by circumstances beyond MyClub's area of responsibility.

MyClub App does not assume any liability in case people who have booked through our Application are refused access into the club. This is because each of the Partners provide on their Page their own requirements to be admitted in the Club to which Users accept

to comply with upon completing their booking. In any case, the Partners have the power to allow or refuse access to their premises at their discretion.

MyClub App operates an age verification policy whereby customers booking age-restricted products will be asked by the Partner to provide proof that they are aged 18+. Partners will carry out the check of the Users' age through Identity Document verification upon arrival at the Club. MyClub App is not responsible for verifying the veracity of your age statement, but the Partner will be responsible for this upon arrival at the club.

We do not exclude or limit our responsibility to you for loss or damages. This includes any responsibility which may derive by complying with these present Terms and Conditions or caused by our failure on using reasonable care and skill; for fraud or fraudulent misrepresentation.

Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our Applications.

### **13. Complaint**

If you wish to make a complaint for any disturbances, limitations, interruptions or disruptions of the Service or Club Services which are caused by circumstances beyond MyClub App area of responsibility, please refer it directly to the Partner.

Partners will take care and try to resolve the situation at their own discretion. However, if you would like to contact us find us on Profile, Help Centre and Contact Us on the MyClub App.

### **14. Age Restricted and Regulated Products**

Age-restricted products (including, without limitation, alcohol, tobacco and cigarettes) can only be sold and supplied to persons aged 18 or over. By placing a booking for an age-restricted product, you confirm that you are at least 18 years old. MyClub App operates an age verification policy whereby customers booking age-restricted products will be asked by the Partner to provide proof that they are aged 18. The Partner will carry out the check of the user's age through the verification of the Identity Document upon arrival at the Club.

The Partner may refuse to supply any age-restricted product to any person unless they can provide valid photo ID proving that they are aged 18 or over. The Partner may

refuse to supply alcohol to any person who is, or appears to be under the influence of either alcohol or drugs.

## **14. Accessibility requests**

If you have any accessibility requests:

- about our Platform and/or services, please contact our Customer Service team;
- about your Club Services and service Experience, please contact the Partner or Club.

## **15. Host Method:**

The host method (the "**Host Method**") it's a Service supplied by Myclub App by a promoter (hereafter the "**Promoter**" or "**Host**") regarding the possibility for some Users to access in the Club of the Partners through a special list (the "**Gust List of Host Method**") by the Promoter. The Users that decide to access in the Club through the Host Method by Promotor have to book for this specific Service. After the booking we will send you a QR code (the "**QR code**") if your booking has been accepted by the Promoter in accordance with the Partner. The latter have the power to decide on whether to accept or not the booking, at sole discretion of the Promoter in accordance with the Partners of the Clubs.

The QR code will not be requested to access in the Club and will not be scanned. Each Promoter carries out the information about the Host Method in their personal Page and the ways to access it.

The payment is made in accordance with the Promoter at the club entrance. The QR code is necessary only for booking the Service.

## **16. Data Protection**

If you book any Service through MyClub App, please see our Privacy and Cookies Policy for more information on privacy, cookies, and how we might contact you and process personal data. We process your personal data in accordance with our Privacy and Cookies Policy which can be found here (insert the link of Privacy Policy).

## **17. Notification**



Myclub App periodically provides through notifications (the "**Notifications**") to the Users some information about the offers and the promotions of the new Service and Club Services of the Clubs. These Notifications can be disabled into Application at any time by Users.

## **18. Jurisdiction And Applicable Law**

The English courts will have jurisdiction over any claim arising from, or related to, a visit to our Application or use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **19. Terms Update**

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance.

If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of these Terms will be unaffected by the above decision and will remain in force. We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will notify you. Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice. These Terms are governed by English law and you can bring legal proceedings in relation to our Service in the English courts.

If you live in Scotland you can bring legal proceedings in respect of the Items in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Items in either the Northern Irish or the English courts.