

Terms and conditions for the provision and use of Smitten Matchmakers Limited.

These Terms and Conditions together with the service as detailed on our Website govern the sale and provision of the service and form the contract you are entering into between Smitten Matchmakers Limited “us” and the client “you”. The price payable for the services is as set out on the Website and inclusive of any applicable VAT. We take payment upon receipt of your order. We accept no liability to you if services are delayed where payment is not received by us. If it is not possible to obtain full payment, then we may refuse to process your order and/or suspend or terminate the services.

You are entering into a contract based on these terms and conditions which is formed and becomes effective on the date we receive your first payment in cleared funds.

Your contract is with Smitten Matchmakers Limited, 15344108, 7 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ. Please contact us on info@smittenuk.com if you have any questions or concerns regarding your contract with us or the services which we provide to you.

As a consumer, you have legal rights in relation the services provided by us to you under this contract. Advice about your legal rights is available from your local Citizen’s Advice Bureau. Nothing in these terms and conditions or on our Website will affect these legal rights.

Registration & Membership

You are required not to be in a relationship and to provide us with true and accurate information, and we reserve the right to decline applications. We accept the particulars given to us at interview and during ID Verification, are done so in good faith by you. We advise you to verify the particulars of others for yourself and we cannot accept any liability for the validity of the information we provide to you. Your safety is very important to us and we advise that you take reasonable and sensible precautions when meeting others.

Your Service

Your matchmaking will commence after your registration fee has been received, interview has been completed and we have the necessary ID documents from you including your approval to use your telephone number and email address for contact purposes. Your service may include additional services to matchmaking if specified in your Membership and if so, it is your responsibility to request these services during your membership. Any such additional services will not be available once your membership has ended.

Included in your registration membership subscription any relevant “match recommendation” will be put forward to you. You accept that we do not guarantee (1) the amount of any Recommendations that we may put forward to you at any time, and

(2) the outcomes of these Recommendations, and (3) that those we recommend to you will not necessarily agree to proceeding further and / or to meeting you, as the choices made by others is not within our control.

Recommendations will be put forward subject to availability and whilst you confirm you are still seeking a partner through our service. Recommendations put forward will depend on your characteristics and how narrow or otherwise those of your partners preferences are. We reserve the right and absolute discretion to recommend others to you who we consider might be acceptable and a suitable match. As mentioned above we cannot guarantee any number of Recommendations. Should you no longer wish to receive Recommendations from us, then please let us know in writing and we will not be required to supply further Recommendations.

As we want to help create opportunities for members to meet each other, and in line with membership subscription, you will be invited to an appropriate face to face, group mixer event hosted by a staff member. In such instances we will make clear that this is intended to be a safe and confidential event whereby you will abide by the code of conduct provided below.

Right to Cancel

Your contract with us commences on the date that we receive your registration fee. The Consumer Contracts Regulations (Information, Cancellation and Additional Charges) 2013 apply and you have the legal right to cancel this contract for any reason within 14 days of the date that your contract commences, (the Cancellation Period). You have the right to cancel this contract within 14 days without giving any reason. The Cancellation Period will expire after 14 days from the date that your contract commenced. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear written statement, e.g., using post or email. You may wish to use the cancellation form found at the Schedule to these terms. You will be entitled to a full refund of all monies paid to us where you cancel your contract in accordance with your legal right to cancel during the 14 day period unless you have given us the express right to start the services during the 14 day period, during which you will be entitled to a pro rata retention for any services you have provided during the 14 day period.

We will treat you and all members with courtesy and respect and expect and require the same from all members. You agree not to: harass, or cause a nuisance, inconvenience, distress or anxiety or violate the privacy of anyone we introduce you to or any employee or agent of this Company; do anything which restricts or inhibits anyone else's use and enjoyment of the services; do anything that deliberately or recklessly prejudices or damages the reputation of this company.

Confidentiality

You must not discuss or show any details of other members that we have supplied to you, to any other members or non-members at any time during or after your

membership as this would be a violation of privacy. We will hold your details in the strictest confidence and abide by The Data Protection Act and GDPR. You agree not to disclose any of your membership experience or the identity or personal information of any others we introduce you to, to anyone including any media outlets or share such information anywhere online or any website without the explicit permission in writing of both us and of the other party(s) concerned. We advise you to refer to our current Privacy Policy displayed on our website for further information on how we protect and process your data.

Terminating Membership

We have the right to terminate your membership in writing, with immediate effect, in the following circumstances where:

- You have breached these terms and conditions
- You have failed to maintain contact with us or not responded to our contact despite reasonable attempts to contact you
- You have provided us with false information
- You are charged with a criminal offence
- We have received either a serious complaint or persistent complaints about you which in the sole opinion of our Managing Director, justifies termination of membership
- Your personal details or partner preferences have significantly changed. This would include but is not limited to: a change in your sexual orientation; the acquisition of a criminal record, or a relocation which significantly adversely impacts on our ability to deliver the service
- You have otherwise behaved in a manner which is offensive to ourselves or to our members or which may otherwise bring our business or our services into disrepute
- You have cancelled your monthly membership payment

We will have no liability to you in the event of any such termination and we will be entitled, at our discretion, to retain any monies paid to you for the purposes of reimbursing our reasonably incurred costs as at the time of termination. We reserve the right to recover additional losses and damages from you in connection with your acts or omissions which led to us having reason to terminate your membership.

You may terminate your membership with us at any time by writing to us using post or email. However, for the avoidance of any doubt, in the event of a termination of this contract either by us or you, no refund will be applicable unless we have breached these Terms and Conditions or breached your Consumer Rights. If you change your mind or no longer require the service before the end of your contract, then no part of the

fee shall be refundable. You will not be entitled to any refund for any other reason(s) other than your legal right to cancel within 14 days of when this contract commences. Please see below for further information regarding your legal right to cancel your contract with us and obtain a refund.

We can change the services and these terms:

We can always change a service:

- to reflect changes in relevant laws and regulatory requirements which apply to us and / or the services; and
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

Changes we can only make if we give you notice and an option to terminate.

We can also make the following types of change to the service or these terms, but if we do so we'll notify you and you can then contact our customer service team: info@smittenuk.com to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received:

We can suspend the supply of a service. We would do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service (please see the rights you have above).

We will let you know, may adjust the price and may allow you to terminate.

We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the service for longer than one month in any three month period we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than one month you can contact our customer service team: info@smittenuk.com to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

We can withdraw services

We can stop providing a service. We let you know at least one month in advance and we refund any sums you've paid in advance for services which won't be provided.

We don't compensate you for all losses caused by us or our services

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** We are not liable to you for any events or delays which are outside our reasonable control. We will attempt to mitigate such events or delays wherever possible.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions at the time.
- **A business loss.** The services by their nature are provided entirely for your personal use.

You have certain options for resolving disputes with us

Making complaints to us. Our customer service team: info@smittenuk.com will do their best to resolve any problems you have with us or our services. Please contact us if you have any complaints in connection with the services and we will do our best to resolve these with you.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it. This contract is agreed to by accepting the Terms and Conditions provided when registration fee is paid.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

SCHEDULE

MODEL CANCELLATION FORM

(Complete and return this form only if the you, the Customer, wishes to withdraw from the Sales Contract in accordance with your legal rights to do so)

To [Smitten Matchmakers Limited] [info@smittenuk.com]

I [*] hereby give notice that I/ [*] cancel my [*] Sales Contract for the supply of the matchmaking services.

Received on [*],

Name of consumer,

Address of consumer,

Signature of consumer (only if this form is notified on paper),

Date