

## Customer Program Terms and Conditions

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## Preamble

### 1. Introduction

Hunter & Gold Ltd. (company registration number: 08581876 and registered office address of 37 Shepherd Street, London W1J 7JL) is a lifestyle services business which also has a hospitality arm. The terms and conditions detailed throughout relate to the use of both Hunter & Gold Ltd. services and associated group venues, namely Arc Le Salon. The purpose of this document is to set out the expectations of the relationship between Hunter & Gold Ltd. and their clients.

### 2. Definitions

Throughout this document there is reference to the following:

Hunter & Gold Ltd. – also referred to as the “business” or “HG”. This is the company which offers the Customer Programs.

Arc Le Salon – also referred to as the “venue” or “ALS”. This is a venue owned by HG.

Admissions Advisory Committee – also referred to as “AAC”. This is a committee which advises on suitability of candidates to a Customer Program.

Proprietor - This is the Managing Director of HG.

### 3. Customer Program Benefits

HG offers one complimentary and three paid tiers of subscription to HG Customer Programs to suit individual needs and lifestyles. Customers may elect for the associated customer benefits by joining an HG Customer Program by paying a fee in advance or by arrangement on a monthly subscription basis.

Joining an HG Customer Program will have associated benefits across both the lifestyle services products and the associated group hospitality venues. Further details of these benefits can be found at [www.huntergold.com/customerprograms](http://www.huntergold.com/customerprograms) and later within this document.

## Customer Program Terms

### 1. Customer Program Tiers

HG Customer Programs are detailed below with an overview of benefits by tier:

Standard – Loyalty earned in group venues, access to controlled booking channels.

Corporate – Lifestyle Services preferred rates, loyalty earned in group venues, access to controlled booking channels.

Iridium – Lifestyle Services preferred rates, loyalty earned in group venues, access to controlled booking channels.

Noir – Lifestyle Services preferred rates, loyalty earned in group venues, access to controlled booking channels.

This is not an exhaustive list of benefits, and more details can be found at [www.huntergold.com/customerprograms](http://www.huntergold.com/customerprograms).

Further, the Mayfair tier also exists for selected local residents and influencers:

Mayfair - Lifestyle Services preferred rates, loyalty earned in group venues, access to controlled booking channels.

Access to the Mayfair tier will solely be at the discretion of the Proprietor. More information can be found at <https://www.huntergold.com/mayfairprogram>.

The business reserves the right to withdraw or make amendments to any/all benefits and any/all Customer Program tiers at any time.

### 2. Admissions Advisory Committee

The AAC shall act as independent counsel in offering advice to the business regarding the suitability of candidates who have made a request to subscribe to a paid Customer Program.

The officers of the AAC shall be appointed from time to time by the Proprietor. These shall consist of permanent officers and rotating officers. A permanent officer is one who sits on the AAC indefinitely, whilst a rotating officer is one who is appointed for a six-month fixed term period from a pool of existing customers on a paid HG Customer Program.

The AAC shall offer their advice as frequently as is necessary to ensure a smooth process of admissions to HG Customer Programs. For the avoidance of doubt, any powers given to the AAC pursuant to these Rules may be exercised by the Proprietor.

The business retains the right to appoint new officers, remove existing officers whether permanent or rotating and to dissolve the AAC at any time. The Proprietor shall have sole responsibility of appointment and dismissal of AAC officers.

### 3. General Admissions Rules

- a. No candidate under 18 years of age shall be eligible for a paid HG Customer Program.
- b. Candidates for a paid HG Customer Program must be proposed by someone who can vouch, from their personal knowledge, for the fitness of the candidate. This is done by the sharing of their referral code.
- c. Any omission or inaccuracy in required submissions of any candidate to a Customer Program may render their application void.
- d. Any Officer of the AAC who is of the opinion that any Candidate who is proposed would not be desirable will inform the AAC immediately but will not inform the candidate.
- e. All candidates accept that their eligibility is subject to them complying with these rules.

### 4. Equality

Subject to these rules, this customer program shall be open to anyone regardless of any of the following characteristics: sex, sexual orientation, gender reassignment, marital status, civil partnership, pregnancy, age, disability, nationality, race, colour, ethnicity, religion, political belief, or other beliefs.

HG is fully committed to the principles of equality of opportunity and is responsible for ensuring that no customer, guest, employee, or job applicant receives less favourable treatment on the grounds of any such characteristic.

Any discriminatory conduct or harassment by any customer against any other customer or guest, or against any employee or job applicant on the grounds of any such characteristic may be treated by the AAC as gross misconduct resulting in immediate exclusion by it (from the program, premises, and activities) of the customer guilty of such conduct or harassment and termination of his/her program.

### 5. Payment

The joining fee and subscription to the CP shall be such sums as HG determine. Save in respect of the first subscription, future subscriptions shall be paid within 7 days of renewal or at an alternative time if agreed by the HG. Any person not complying with this Rule shall automatically be terminated unless HG shall in their discretion decide otherwise.

All fees and subscriptions are inclusive of VAT and shall be paid to HG's bank account in pounds sterling as directed by HG.

Any joining fee and/or subscription paid in respect of the CP is non-refundable. HG reserves the right to amend CP tiers should we feel this is necessary.

### 6. HG Termination of Customer Program Subscription

HG has the right to immediately terminate or not to renew subscription without having to give such reasons to do so. HG may take such action in the following circumstances if a Customer is:

- a. convicted of an indictable offence,
- b. or made bankrupt,

- c. or expelled from ALS,
- d. or inappropriate conduct,
- e. or inappropriate conduct of their guests,
- f. or breaches of any rules laid out within this document.

This is not an exhaustive list of offences for which the business may take such action.

Anyone who interferes with the appointment of HG staff or seeks to incite any HG employee to leave HG and/or its employment will have their subscription immediately terminated. You can enquire about engaging our employees for 3<sup>rd</sup> Party events or other engagements directly through HG. This should be done only by emailing [contact@huntergold.com](mailto:contact@huntergold.com). Anyone who fails to fully adhere to this policy will have their subscription immediately terminated.

#### 7. Customer Termination of Customer Program Subscription

Any customer may cancel their subscription to a paid Customer Program in writing to HG with one month's notice. Upon the cessation of their subscription:

- a. No subscription fee will be returned.
- b. Any outstanding subscription fees shall become immediately payable.
- c. Any outstanding charges shall become immediately payable.
- d. There will be no further opportunity for the customer to become a subscribed customer unless in exceptional circumstances.
- e. There may be additional administrative fees incurred upon the termination of the CP subscription.

#### 8. Data and Privacy

Any personal information provided to HG will be processed in accordance with HG's Privacy Policy and GDPR. This can be found at [www.huntergold.com/privacypolicy](http://www.huntergold.com/privacypolicy).

#### Arc Le Salon Conditions of Use

Please find below an inexhaustive summary of the conditions of use of Arc Le Salon. Failure to comply may lead to privileges being revoked and/or legal action being pursued.

##### 1. Relationship between Hunter & Gold and Arc Le Salon

Arc Le Salon is a luxury retail cafe and lounge. This is a trading name under Hunter & Gold Ltd. The purpose of the venue is to provide tea and coffee, light refreshments including patisseries, alcohol products and the purchase of cigars and other tobacco products. ALS is for use by the general public.

HG will:

- provide Arc Le Salon with premises at 1 Curzon Street, Mayfair, London W1J 5HD.
- provide such offices as needed by Arc Le Salon.
- provide furniture, fixtures, fittings, and equipment as may be reasonably required for the retail café and lounge in accordance with its objects and these rules.

## 2. Venue Admissions and Alterations to Conditions

The conditions may be changed, altered, varied, or revoked at any time by the Proprietor which will be notified to Subscribing Customers including notices being published on the website.

The Headings in these conditions shall not affect the interpretation of the conditions.

HG shall be the sole authority for the interpretation of these conditions and their decision shall be final and binding.

The validity, construction, and performance of these Rules (and any claim, dispute or matter arising under or in connection with them or their enforceability) and any non-contractual obligations out of them or in connection with them, shall be governed by or construed in connection with the law of England and Wales. All parties irrevocably submit their exclusive jurisdiction of the Courts of England and Wales over any claim, dispute or matter arising under or in connection with these Rules or their enforceability or the legal relationships established by these rules (including non-contractual disputes and claims).

Failure to follow any of these conditions may lead to the withdrawal of your privileges to access the venue.

## 3. Age Restrictions

No one under the age of 18 may enter the lounge spaces at any time. The serving of alcohol and tobacco products will be governed in line with the law of England and Wales.

## 4. Alcohol Sales

The supply of alcohol by ALS will be permitted in the premises during the general licensing hours. Any requests to be supplied alcohol outside of these time periods will be rejected. Alcohol purchased on the premises may be consumed within the venue. We can store purchased alcohol for customers on paid Customer Programs, but this will be subject to a corkage fee. Other drinks and food purchased externally may not be consumed on the venue. Cigars brought on to the venue will be subject to a cigarage cutting and lighting fee.

HG reserves the right to refuse alcohol sales under the conditions of our license for the wellbeing of our customers.

## 5. COVID-19 Secure Track and Trace

Arc Le Salon will rigorously enforce any and all government legislation to support the COVID-19 Track and Trace system. This may entail ensuring that all guests of the venue provide their name and contact details so this may be shared with relevant authorities in the case of an outbreak or suspected outbreak. Your details will only be shared if this is requested of us.

## 6. Digital Devices

Mobile phones and other digital devices must be used taking into consideration the comfort of all other guests. Speaking on the telephone and using a laptop is permitted in the Café spaces excluding during specified events held in the venue.

#### 7. Dress Code

All customers are required to be attired in a clean and tidy manner. Smart casual dress is permissible providing trainers, jeans and t-shirts are not torn or scruffy.

#### 8. Guests

Customers on a paid Customer Program are welcome to bring guests with an additional cost as part of the advanced booking system and will be responsible for the behaviour and conduct of their guests. Official identification and contact details of guests may be required, this information will be stored securely. HG and their employees shall have the power to refuse admission of any customer or their guests. Guests of Customers on a paid Customer Program must leave no later than the time that Customer who is on a paid Customer Program leaves themselves.

#### 9. Internet Usage

Provision of the internet will be revoked if a customer is found to be in breach of our internet usage policy. Evidence of any activities which are considered illegal will be passed to the relevant authorities.

#### 10. Illegal Substances

Anyone who is found in possession or visibly under the influence of illegal substances will be removed from the venue with the relevant authorities being informed.

#### 11. Locker Usage

ALS offers the opportunity for guests to hire secure private lockers for personal use.

These lockers are available to be hired on a daily basis or for the medium/longer term. Each locker has a high security digital lock which requires an individual digital personal identification number (PIN) which allows the user to open and securely lock the locker.

The instructions of use are straightforward making the lockers easy and simple to use whilst providing maximum security.

The PIN will be selected by the user and to maintain its security the user must not be share or write the PIN down. Members of staff will never ask for the PIN. The procedure is similar to how PINs work for credit or debit bank cards.

The area in which the lockers are located are covered by 24/7 CCTV providing a further level of security to help prevent and deter any attempts at possible unauthorised (forced) entry. In addition, the area will be subject to regular patrols by staff.

Each locker will be subject to the following conditions of use:

- The selection of each PIN will be made by the hirer who will be responsible its security.

- The PIN must not be shared or written down.
- Lockers are for personal use only.
- The user is responsible for all items stored in their locker.
- ALS accepts no responsibility for any personal items kept in lockers.
- In the event a PIN is forgotten then management will only provide access to the hirer of the locker in their presence.
- ALS Management will not allow access to lockers to anyone other than the hirer with whom the hire agreement is made.
- If the locker period expires and renewal has not been arranged, then ALS staff will contact the hirer requesting them to remove any personal possessions and will charge for this period.
- If contact cannot be established, then after 28 days the locker will be entered by 2 ALS staff, and this will be video recorded. Each item of personal property will be recorded and sent to the hirer at their provided address by secure delivery. The cost of this will be added to the hirer's bill.
- In the event of suspected unlawful activity connected with the use of the locker or related to any if the items kept within each locker, then the DPS with the General Manager will enter the locker to review its contents. Any unlawful material will be reported to the police with details of the hirer.
- Lockers will be available for hire subject to agreement for the short, medium, and long term.

## 12. Neighbourhood Awareness

In consideration of our neighbours, customers and guests should always ensure a quiet and orderly departure with transport organised in advance. There is a strict 11pm curfew on outside tables and chairs which will be removed, and the bi-folding doors will close at 9pm. Any audible noise from the designated outside smoking areas that may be considered a nuisance to our neighbours will be addressed by HG.

## 13. Opening Hours

Opening times will be at the discretion of HG and reserves the right to close the premises at any time for any reason. Any closures, temporary or otherwise will not be compensated by the venue. There will be hours which will operate under strict advance booking and failure to have such a booking will mean inability to access the venue.

The current opening hours may be found on [www.arclesalon.com](http://www.arclesalon.com).

## 14. Payment

Every customer shall before they leave the premises pay any charges incurred by them except where special credit arrangements have been agreed as part of the Customer Program. Any customer failing to settle such accounts will have 7 days to do so before legal action commences.

## 15. Personal Belongings



ALS and HG cannot under any circumstances be responsible for any loss or damage of property of any kind whilst in or about the premises or loss or damage to vehicles, parked, collected, or driven by employees of HG, or to the contents or accessories of any such vehicles.

Property left on the premises or entrusted by a customer to an HG employee for safe custody or any other purpose shall be entirely at the customer’s own risk and neither ALS or HG employees shall be liable for any loss, damage to such property or for any consequential loss or damage.

#### 16. Pets

Pets are not permitted inside the venue. They are however, permitted outside of the venue. These should be always accompanied by the guest and should be kept on a lead. Pets are not permitted on furniture or laps at any times.

#### 17. Photography/Videography

Photography and use of other recording devices are permitted in the cafe if done discreetly so as not to interfere with the privacy or comfort of other customers and guests. Other guests should not be intentionally photographed or videoed. Employees must not become personal photographers.

During your stay in the venue, you may be included as a part of marketing materials. If you see yourself and wish to be removed, please email [contact@arclesalon.com](mailto:contact@arclesalon.com).

#### 18. Sessions

Time spent in lounge areas is limited. This time is referred to as a session. The minimum spend requirements for customers per session are determined by the day and the time of their visit.

All session information is subject to ongoing review, changes, and seasonal alterations. Sessions can be extended subject to availability. Any changes to sessions will be notified to Subscribing Customers including through notices being published on the website.

Please see below an overview of sessions and associated minimum spend requirements:

	LOW	MEDIUM	HIGH
Maximum Session Length	2 hours	2 hours	2 hours
Sunday-Thursday	11am-Midnight	Post-Midnight	N/A
Friday-Saturday	11am-Midnight	N/A	Post-Midnight
Minimum Spend Per Person Per Session <sup>1</sup>	£50	£75	£100
Noir Lounge Minimum Spend Per Hour <sup>2</sup> Capacity: 16	£750	£1500	£2000

Cafe Un Minimum Spend Per Hour <sup>2</sup> Capacity: 20	£500	£1000	£1500
Cafe Deux Minimum Spend Per Hour <sup>2</sup> Capacity: 20	£500	£1000	£1500
ARC Venue Minimum Spend Per Hour <sup>2</sup> Capacity: 85	£2000	£4000	£8000

<sup>1</sup> Based on Session ending time.

<sup>2</sup> 30% Deposit non-refundable required in advance for all room and venue bookings based on minimum spend. Minimum stay 3 hours.

#### 19. Smoking

Smoking tobacco products is only permitted in the Lounge spaces for the purposes of sampling Cigars and other Tobacco Products. Smoking of vapes, cigarettes and cigarillos are not permitted inside of the venue.

#### 20. Social Media

Posting on social media is encouraged but must be done so with discretion as not involve or feature other customers. If an image is identified which includes another customer, you may be asked to remove this from your social media if this has been requested of us.

#### 21. Trademarks

No customer or guest shall use the name or address, or colours, trademarks, photographs, trade dress, logo or any other identifying feature(s) of ALS in:

- a. advertisements,
- b. or marketing materials,
- c. or invitations,
- d. or prospectuses
- e. or letter heading for commercial purposes

save with the prior written permission of HG as to specific use. This is not an exhaustive list.

Each customer and guests hereby expressly recognise that ALS marks and features are valid, unique, and exclusive property of the company.

No customer or guest shall use the name or addresses of ALS in any correspondence or article which is intended for publication without the prior permission of HG.

## 22. Violent, Abusive and/or Threatening Behaviour

No drunkenness, bad language, violent or abusive behaviour is permitted within the premises.

No customer or guest shall damage or destroy any picture, item of furniture or other article that is the property of ALS.

In general, any abusive, offensive, or insulting words or behaviour, which causes offence, is likely to cause offence, or intended to cause offence or may bring the venue, company or other guests into disrepute will not be tolerated, will be recorded, and may be reported to the police.

Any unreasonable behaviour that makes other patrons feel uncomfortable will not be tolerated and may lead to person(s) responsible being asked to leave the premises, having their CP suspended or withdrawn, or being barred.