

Terms and Conditions of Membership

These Terms and Conditions together with the service as detailed in your Membership Agreement govern the sale and provision of the service and form the contract you are entering into between us and you. The price payable for the services is as set out on the Membership Agreement and inclusive of any applicable VAT. We take payment upon receipt of your order and accept no liability 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 services. By your purchase of a membership from us you agree to be bound by these Terms and conditions. You are entering into a contract based on these terms and conditions on the date we receive your first payment irrespective of whether you have signed the Membership Agreement supplied.

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. Whilst all members are interviewed, and ID verified, we accept the particulars given to us given in good faith. 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. Your safety is very important, and we advise that you read our Dating Safety Handbook and take sensible precautions when meeting others.

Your Service Your matchmaking can commence after your profiling interview, and we have all the necessary documents from you including your approval of your dating profile. Your service may include additional services to matchmaking if specified in your Membership Agreement 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.

Where included in your Membership Agreement, “Recommendations”, is defined as profiles of others selected and put forward to you. You accept that we do not guarantee the outcomes of these Recommendations and 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. For the avoidance of doubt, these Recommendations will count towards any number of Recommendations guaranteed in your Membership Agreement, irrespective of whether or not either of the parties involved agree to being put in touch with each other.

Where included in your Membership Agreement, “Confirmed Introductions” is defined as where both you and a person we recommend to you agree to being put in touch with each other. For the avoidance of doubt, this term, ‘Confirmed Introductions’, does not imply any guarantee of a meeting and all Confirmed Introductions will count towards the number of Confirmed Introductions guaranteed in your agreement.

Recommendations will be put forward subject to availability and whilst you confirm you are still seeking a partner through our service. If you no longer wish to receive Recommendations from us, then we will not be required to supply further Recommendations. The number of Recommendations we will put forward depends upon your characteristics and how narrow or otherwise your partner preferences are. We reserve the right and absolute discretion to recommend others to you who we consider might be acceptable, notwithstanding that these

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persons may only match your partner preferences to a degree, as this approach has proved successful for many of our clients.

As we want to help create opportunities for members to meet each other, you may from time to time, be offered additional profiles as a “Bonus Match” based on other members’ partner preferences. In such instances we will make clear this is a Bonus Match and these will only then count towards the guarantees in your Membership Agreement if you choose to accept them.

Our matchmaking can include the sourcing of potential partners from beyond our current membership and we reserve the right to recommend to you others who may have been retained through these means and may not have paid a fee. However, all those we recommend to you from whatever source, will first have been ID verified and interviewed.

It remains entirely your responsibility to let us know whenever you would like to receive a Recommendation and we would not normally supply further Recommendations to you when you have indicated you do not wish to receive them. In such instances, the service may be suspended and then reactivated when you ask us to do so, provided there is still service time available, as detailed in your Membership Agreement.

We will fulfil our guarantee of supplying to you either Recommendations or Confirmed Introductions, as specified in your Membership Agreement, even if where necessary, we need to extend the period of service. This guarantee is subject to a) no significant change in your own circumstances or partner preferences after your profiling interview likely to make matchmaking more difficult or impossible; and b) where any number of Confirmed Introductions is guaranteed, this guarantee is limited to either this number being achieved or we have supplied at least three times this number to you as Recommendations, irrespective of whether or not these Recommendations progressed to become Confirmed Introductions.

Conduct requirements 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/ Dating Options Limited or its subsidiary /associated companies; 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/ Dating Options Limited or any of its subsidiary /associated companies.

If there is a problem with the services If you have any questions or complaints about our services, please contact us. You can do so by calling us on 0800 644 4190, Monday to Friday 9am to 5pm, or writing to us at: Membership, Ultimate Attraction, c/o 8 Arrow Court, Alcester, Warwickshire, B49 6PU or contacting us via email: membership@ultimateattraction.co.uk. We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

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

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you to, to anyone including any media outlets or share such information anywhere online or any website without the explicit permission of both us and of the other party(s) concerned. You agree that we can share your data with 3rd parties for validation purposes and share data with other matchmaking agencies we liaise with who also ID verify and interview members, solely for the purposes of matchmaking. Should your service include advertising, you agree we can share agreed information about you for the purposes of advertising for prospective partners for you. 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.

Suspending Membership Should you experience the onset or exacerbation of a serious condition or suffer a serious injury, then at the company's discretion, services may be suspended for up to 1 year, provided you let us know at the time of onset. Additionally, your service can be suspended by you if detailed in your membership agreement, for periods of at least one month and it remains solely your responsibility to inform us if you would like to reactivate your service. If you have not responded to our communications or we are investigating some aspect of your membership, your service may need to be suspended. If you are charged with a criminal offence your service will be suspended, awaiting outcome of any potential prosecution.

Terminating Membership We have the right to terminate your membership 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 for a period of more than 6 months
- You have provided us with false information
- 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 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. This contract is for the maximum service term detailed on your membership agreement if that is required, with no refund applicable for early termination; the service and the fee paid are not divisible pro rata, so if you change your mind or no longer require the service before the end of your contract term, 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.

Right to Cancel Your contract with us commences on the date that we receive your first payment. 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

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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: write to Ultimate Attraction Limited, Membership, c/o 8 Arrow Court, Alcester, Warwickshire, B49 6PU, 0800 644 4190, or email: membership@ultimateattraction.co.uk

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation Within the Cancellation Period if you cancel this contract, we will reimburse all payment(s) received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed of your decision to cancel this contract. If you require us to begin services within the Cancellation Period, we require you to make an Express Request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is earlier. If you cancel during the Cancellation Period, we will charge you for any services provided up until the point when we receive your cancellation notice and will provide a partial and proportional refund accordingly. Specifically, the following deductions from your refund will be applied where applicable: a home-based profiling consultation, £300 plus any travel costs, or £150 for a video or office-based/ or telephone-based profiling interview; your profile drafted £100; data entry, initial searches and administration following your profile approval, £100; headhunting service initiated if applicable, £250, relationships coaching or other associated services if applicable, £75 – £250.

General We may assign this contract for operational reasons or in connection with a business transfer or reorganisation. Otherwise, this contract is non-transferable. This contract is subject to English law and the English courts will have jurisdiction in respect of any dispute arising from this contract. If any provision shall be found by an English court to be unenforceable or invalid this shall not affect other provisions within this contract and all other provisions not affected will remain in full force and effect. Nothing in this agreement is intended to, nor shall it confer rights on any third party. Severability: if any provision in these terms and conditions is deemed to be illegal, unenforceable, or invalid for any reason, it shall be deemed to have been struck out and the remaining provisions shall survive and continue to be binding and enforceable. Your use of our services is solely at your own risk, and we do not accept any liability for any harm, loss, damage, claim or expense, whether direct or indirect and howsoever caused, arising out of your membership and/or your use of our services or reliance upon advice or information provided by us. All warranties in respect of the service and /or such information, whether express or implied, are excluded.

Cancellation Form

To: Membership, Ultimate Attraction, 8 Arrow Court, Alcester, Warwickshire, B49 6PU. email: membership@ultimateattraction.co.uk

I hereby give notice that I cancel my contract of sale of the following service:

Ordered on:

Name of consumer:

Address of consumer:

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

Date: