



VELTRACON LIFESTYLE

Terms & Conditions



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Veltracon Lifestyle ("Veltracon") Terms and Conditions.

These Conditions apply to all services ordered from or provided to clients by Veltracon and by requesting services from Veltracon clients agree that these conditions shall apply to those services and client's order.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

- Benefits: means the benefits made available to clients by Veltracon.
- Conditions: these terms and conditions as amended from time to time in accordance with clause 7.5.
- Website: means the website located at www.veltraconlifestyle.com.
- Request: means a request placed by a client with Veltracon for Veltracon to arrange the supply of goods and/or services on their own or via a third party on the client's behalf.
- Services: means the luxury and lifestyle management services provided by Veltracon to its clients.
- Supplier: means a supplier engaged by Veltracon on behalf of and as agent for a client to provide goods and/or services to that client.

1.2 In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes e-mails.



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2. SUPPLY OF SERVICES

2.1 Veltracon shall supply the Services to the client in accordance with the client's particular requests, provided that Veltracon shall not be required to provide or facilitate the supply of goods and/or services that it deems at its sole discretion may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.

2.2 Veltracon shall use its reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of any services.

2.3 Veltracon shall have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services, and Veltracon shall notify the client in any such event.

2.4 Services will be provided in English (and in other languages depending on the location of the Veltracon office during normal business hours).

2.5 Outside normal business hours (or as may otherwise be required from time to time), client queries and/or requests may be routed to an alternative Veltracon office for assistance. At such times, services will be provided in the English language.

2.6 Client acknowledge that Veltracon reserves the right to accept commissions upon the supply of products or performance of services by any supplier.

2.7 Telephone calls to Veltracon may be monitored or recorded for training and quality control purposes.

2.8 Veltracon shall provide the services using reasonable care and skill and, as far as reasonably possible, in accordance with client requests and reasonable instructions from time to time.

2.9 Veltracon shall have the right to refuse service at any time.



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2.10 Tickets:

(a) Veltracon may be able to obtain "best tickets" for clients in relation to sold out events and guest list events. Please note that by instructing Veltracon to obtain such tickets on the behalf of clients, the clients are agreeing to purchase tickets above face value and the total cost may include a service charge to Veltracon in respect of our provision of services to obtain the seats.

(b) The sales of tickets are final and no refunds shall be issued after the purchase has been made. Veltracon shall not be able to provide clients with any refund or obtain any such refund on client's behalf.

(c) In the event of a show being cancelled directly by the artist/promoter, it may be possible to obtain a refund of the face value of the relevant tickets.

(d) Veltracon or its ticket agent partner will despatch tickets through delivery agents at standard rates. Please note that Veltracon shall not be liable for any failure by delivery agents to deliver tickets.

2.11 Luxury Goods

(a) Veltracon procures products (automobiles, luxury watches, jewellery, handbags, haute couture, this list is not exhaustive) specifically to order, and as such all product purchases are final.

(b) The client acknowledges that once an order has been placed it can not be canceled, even if it has been placed on behalf of the client by an agent.

2.12 Yacht Charter

- (a) Veltracon may be able to offer yacht charter for clients on a global scale. The cancellation policy is: Thirty (30) days or more before commencement of the Charter Period, an amount equivalent to thirty-five percent (35%) of the Charter Fee
- More than fourteen (14) days, but less than thirty (30) days before commencement of the Charter Period, an amount equivalent to forty-five percent (45%) of the Charter Fee



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- Fourteen (14) days or less before commencement of the Charter Period, an amount equivalent to sixty percent (60%) of the Charter Fee
- Seven (7) days or less = 100% cancellation fee.
- If Veltracon's cancellation policy differs from the policy of the yacht operator, the client will be advised prior to booking.

2.13 Jet Charter

(a) Veltracon may be able to offer jet charter for clients on a global scale.

The cancellation policy is:

- 20% of the full charter amount upon confirmation
- 30% of the full charter amount from 13 to 9 days before departure
- 40% of the full charter amount from 8 to 6 days before departure
- 50% of the full charter amount from 12 to 48 hours before departure
- 60% of the full charter amount from 47 to 24 hours before departure
- 100% of the full charter amount for less than 24 hours before departure
- If Veltracon's cancellation policy differs from the policy of the aircraft operator, the client will be advised prior to booking.

3. PLACING A REQUEST

3.1 Clients may place requests by telephone (which does not include text messages) or e-mail

3.2 Clients should always contact their primary office or relationship manager in the first instance to manage all requests (including international requests).

3.3 Veltracon, acting reasonably, reserves the right to withdraw any of the services and/or to refuse to accept any requests at its sole discretion.

3.4 If Veltracon is unable or not obliged to deal with any request, it will inform the client as soon as reasonably practicable.

3.5 The client undertakes that all details he / she provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the debit, credit and/or Payment Card used from time to time is his / her own and that her / she has sufficient funds to cover the cost of the product or service.



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3.6 From time to time the procurement or provision of certain services, products or benefits may incur a Veltracon services fee or handling charge (of which the client will be notified in advance, and which may vary between Veltracon offices) and in such event the client hereby authorises Veltracon to debit his / her Payment Card with any such handling charges or, alternatively, to invoice to the client in respect of such fees or charges.

4. CANCELLATIONS, REFUNDS AND RETURNS

4.1 The client acknowledges that Veltracon procures products (automobiles, luxury watches, jewellery, handbags, haute couture, this list is not exhaustive) specifically to order, and as such all product purchases are final.

4.2 If a request for a specific product or service is not available, Veltracon may offer a client substitute products or services of a similar description and standard. Client may at his or her sole discretion refuse acceptance of such substitute products and/or services and request a full refund in the event that payment has already been made for the unavailable product or service.

4.3 All descriptions of any products, services or benefits on the website and official product offerings have been approved by Veltracon and the relevant supplier. Veltracon shall not be liable for inaccurate or misleading descriptions by third parties.

4.4 Payment for all products and services shall be due immediately upon acceptance of the order by Veltracon or the relevant supplier.

4.5 The client further acknowledges that for goods purchased on his or her behalf by Veltracon directly from a supplier, returns and exchanges will be subject to the terms and conditions of that supplier and returns or exchange of goods purchased may not always be permitted. In circumstances where Veltracon is asked to source a specific item for a client, Veltracon shall inform the client of the refund and exchange policy of that supplier in advance. Veltracon shall not be liable to the client where a supplier does not accept the return or exchange of an item.

4.6 It shall be the client's sole responsibility to retain all proof of return of goods to a supplier, we recommend returning the goods by registered delivery, or by any other similar means of ascertaining the date of the return dispatch and tracking the return.



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4.7 We will inform the client when we become aware that a refund of an order has been processed by a supplier.

4.8 Where orders are delivered outside Switzerland or the EU, any applicable customs duties and sales taxes shall not be refundable through Veltracon. It shall be the client's sole responsibility to recover such monies if possible. Veltracon shall have no liability for any items held by any customs or border agency. Client acknowledges that sales taxes and duties are rarely refundable in case of a purchase from the secondary market.

4.9 In the case of premium courier services, if the client is not at the specified delivery address to receive their order at the scheduled time, the client may incur further charges for subsequent attempts to re-deliver the goods.

5. LIMITATION OF LIABILITY

5.1 Nothing in these Conditions shall limit or exclude Veltracon's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms set out in this document.

5.2 Subject to clause 5.1:

- (a) Veltracon shall not be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods; or, loss of contract, or
loss of use or, loss of corruption of data or information whether direct or indirect or, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) Veltracon's total liability to the client in respect of all other losses, whether in contract, tort (including negligence), breach of statutory duty.

5.3 Veltracon shall have no liability to clients for any loss, damage, costs, expenses or other claims for compensation arising from requests or any instructions supplied by clients which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other client default.



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5.4 Veltracon shall not be liable to client or be deemed to be in breach of these conditions by reason of any delay in performing, or any failure to perform, any of Veltracon's obligations in relation to the services, if the delay or failure was due to any cause beyond Veltracon's reasonable control.

5.5 Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

5.6 This clause 5 shall survive termination of these Conditions.

6. COMMENCEMENT AND TERMINATION

6.1 These Conditions shall take effect and be binding upon the client and Veltracon Lifestyle AG. The client agrees that his or her only rights and remedies under these Conditions shall be against Veltracon Lifestyle AG (CH) and no other entity.

7. GENERAL

7.1 Privacy and Data Protection

The Services are subject to the Veltracon privacy policy, incorporated into these Conditions by reference and set out at the following web address: [Privacy Policy](#) which applies at all times in relation to any data that we collect from clients.

7.2 Assignment and subcontracting:

(a) Veltracon may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent. The client shall not, without the prior written consent of Veltracon, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.



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7.3 Waiver:

(a) A waiver of any right under these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

7.4 Severance:

(a) If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

(b) If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7.5 Variation: Veltracon may adjust these Conditions from time to time and will notify clients of any changes in a timely manner. Notification will be by some or all of the following: Veltracon Newsletter, the Website, by Email or by phone. Clients continued use of our services constitutes acceptance of such variations to these Conditions.

7.6 No partnership: Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

7.7 Third parties: A person who is not a party to these Conditions shall not have any rights under or in connection with it.



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7.8 Governing law and jurisdiction:

These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Swiss law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Switzerland.

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