

Membership Terms & Conditions

Last updated: 5 May 2025

1. Introduction

1.1. By using this website (located at <https://www.covesclub.co.uk>), any related websites or URLs (Website), social media platforms owned or operated by us (together the Sites), our services to you occasionally (the Services) or by purchasing a membership (Membership(s)) from us, you acknowledge and accept these Terms and Conditions as legally binding (Terms).

1.2. By agreeing to these Terms, you are entering into an agreement with Coves Club Ltd (Company Number 16773544), registered in England and Wales with its registered office at 85 Great Portland Street, First Floor, England W1W 7LT ("Coves Club", "we", "our", or "us").

1.3. By accessing or using our Services, you warrant and represent to us that:

- a) you have read, understand and agree to be bound by these Terms;
- b) you are over the age of 18 years old; and
- c) you have the right, authority and legal capacity to enter into a legally binding agreement and to abide by these Terms.

1.4. All of our terms and conditions and policies that are linked to or in the Sites, including our Privacy Policy, are incorporated into these Terms. You agree to comply with all such Terms when accessing or using our Services.

2. Memberships

We offer the following Memberships on our Website for you to purchase:

2.1. Standard, Pro and VIP Membership – These memberships have different tiers and are an ongoing membership with Coves Club. Standard and Pro Memberships are renewed monthly and provide you with ongoing benefits as detailed on our Website for the period of time your ongoing membership remains active. VIP Memberships are renewed annually from the date of purchase and provides you with ongoing benefits as detailed on our Website for the period of time your ongoing membership remains active; and

2.2. From time-to-time we may offer One-Off Membership, Short-Term Membership, or Trial Membership - This membership is a one-off short-term membership with Coves Club (One-Off Membership). For the avoidance of doubt, the One-Off Membership is not ongoing and is solely a one-off purchase for access to Coves Club for the specific duration the particular One-Off Membership. If you purchase a One-Off Membership, you will receive the Coves Club benefits associated with that Membership.

2.3. Each Membership detailed above, will be available to you for the specific period of time (Membership Duration) as detailed in the respective Membership found on our Website.

2.4. Each Membership provides you with access to specific benefits and inclusions for the Membership Duration as set out on our Website. Before purchasing a Membership, it is important for you to carefully read and understand the benefits of each Membership or please contact us if you need any assistance. It is your responsibility to ensure that the Membership you purchase meets your requirements.

2.5. Subject to clause 2.4, purchase of a Membership gives you the following non-exhaustive list of benefits, depending on the Membership purchased by you:

- a) Access to Coves Club Partner discount program;
- b) Exclusive discounts on Coves Club merchandise;
- c) Access to the Coves Club Member-exclusive forum (Pro and VIP Members);
- c) Access to Coves Club Training resources; and
- d) Complimentary enrolment in the Coves Club trade promotional member-only Loyalty Rewards Program.

2.6. We have outlined the benefits which you may have access to in clause 2.5 above depending on the Membership you hold, however, please note that your access to these benefits is based on your compliance with these Terms and may be amended at our discretion.

2.7. By purchasing any Membership, you will automatically be enrolled in our Loyalty Rewards Program and receive one or several complimentary entries into the Loyalty Reward Program giveaways run by Coves Club. The number of entries received is set out on the Website and will depend on the Membership purchased. In addition to the complimentary entries received under the Membership, members who purchase a Standard, Pro or VIP Membership will also receive accumulating entries for their Membership Duration, as set out on our Website.

2.8. For the avoidance of doubt, the number of entries you receive in a particular Loyalty Rewards Program giveaway draw depends upon your current Membership and tier you held in all preceding months. You cannot receive more entries into a draw than the number of months that you have been a Coves Club member multiplied by the number of accumulating entries earned in the Membership and tier that you are currently signed up to.

2.9. If you select to upgrade your Membership, for example from a Standard Membership to a Pro or VIP Membership, you agree to the new Fees and inclusions notified to you at the time of such upgrade and the renewal period will be based on the upgraded Membership.

2.10. The Membership fees may be amended occasionally on our Website and any changes will take place during the next billing cycle. You agree that we may update our Membership fees at any time by updating the Website and that any changes will apply to all Memberships purchased, renewed or extended after the date of the publication of the new Membership details. If you do not agree to the updated terms, you must notify us before the end of your current billing cycle and your Membership will be terminated. It is your responsibility to check the Website before the end of your Membership Duration.

2.11. By selecting a Membership and paying the purchase price at checkout you will have access to all the benefits of your chosen Membership for the relevant Membership Duration which will be applicable to you.

2.12. To access and use your Membership you will need to register for an account with Coves Club by completing your details at checkout from the Website.

2.13. The fees for your Membership will be dependent on the Membership you choose at checkout and once purchased the fees will be as specified on your Account Portal, plus any applicable taxes or duties (Fees).

2.14. Subject to you paying the Fees, your Membership will commence once you have paid the Fees and will continue for the Membership Duration.

2.15. If you selected a One-Off Membership (if offered) and you purchase another One-Off Membership (if offered) before the expiry of your current Membership Duration, then we will extend the expiry date of your current Membership Duration.

2.16. If you selected a One-Off Membership (if offered) and you upgrade to a Standard, Pro or VIP Membership, you will maintain your One-Off Membership for the Membership Duration in addition to the Membership Duration offered with the Pro or VIP Membership purchased.

2.17. If you upgrade your Membership tier the number of free entries you will receive into each Loyalty Reward Program giveaway draw(s) is equal to the number of months that you have been a continuous Standard, Pro or VIP member multiplied by the number of entries received in each draw as determined by your level of Membership, and you will accumulate additional entries every month in line with your new level of Membership for as long as you are at the same level.

2.18. You agree that you are solely responsible for maintaining the confidentiality of your account details and credentials, including your password.

3. Renewal and Payment

3.1. By purchasing a Membership, you authorise Coves Club and our relevant payment processors (such as Stripe or other authorised UK payment processors) to charge you for the Membership (including, but not limited to, ongoing Fees plus relevant taxes and duties as applicable) on the date of purchase. If you have purchased a Standard, Pro Membership you also authorise our relevant payment processors to charge you on the same date each month (Renewal Date) or on another fixed day as specified by Coves Club. If you have purchased a VIP Membership you also authorise our relevant payment processors to charge you on the same date each calendar year (Renewal Date) or on another fixed day as specified by Coves Club. Additionally, you authorise the storage of your payment information and any other information related to your payment or provision of the Services as outlined in our Website and or Privacy Policy.

3.2. From time to time, Coves Club may offer various payment methods, including but not limited to, payment by credit card, by debit card, by mobile payment providers or by payment gateway websites. When you select to pay Coves Club for a Standard, Pro or VIP Membership, you authorise Coves Club to charge you through any payment method(s) you select when making your initial purchase and you agree to continue to make payments using that payment method for the duration of your Membership.

3.3. The Standard, Pro and VIP Membership will be automatically renewed at the end of its Membership Duration for a further term of the same duration as the expiring Membership for our then-current Fee and/or in accordance with your Standard, Pro or VIP Membership or membership details, unless terminated earlier in accordance with these Terms.

3.4. You acknowledge and agree that your payment method will be automatically charged for such Fees, plus any applicable taxes, upon each such automatic renewal. You acknowledge that your Standard, Pro or VIP Membership is subject to automatic renewals, and you consent to and accept responsibility for all recurring charges to your credit or debit card (or other payment method, as applicable) based on this automatic renewal feature without further authorisation from you and without further notice except where legally required. You further acknowledge that the amount of the recurring charge may change if the applicable tax rates change or if you are notified that there will be an increase in the applicable Fees and you do not subsequently cancel your Membership(s).

3.5. You warrant and represent to us that at all times during the term of your Membership Duration you will ensure that we have valid and up to date payment details, including credit card details and you grant us the authority to automatically debit the Fees due to us from the payment methods you have provided to us, including credit card. The parties agree that this authority will remain in force until either party validly terminates these Terms. It is your responsibility to ensure that all charges processed are accurate. You agree that you will notify us within 30 days from a billing date if any charge is not accurate after which date you will be deemed to have accepted all charges and to have waived any claim regarding a disputed charge.

3.6. You understand that occasionally, we may receive and use updated payment method information provided by you or related financial institutions or payment processors, such as updated expiration dates or account numbers.

3.7. Please note that certain payment methods may involve agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. If we do not receive payment from you or your payment provider, you agree to directly pay to us all amounts due upon demand from us. Your non-termination or continued use of the Standard, Pro and VIP Membership reaffirms that we are authorised to charge your Payment Method.

3.8. If any payment due to us is not paid by the due date, we retain the discretion to suspend or cancel your use of the Service without notice, including the right to delete your account and any content affiliated with the Service and you must pay us for any costs or expenses we incur due to or in connection with your non-payment or breach of these Terms, including but not limited to any legal, enforcement or collection costs and we may charge interest of 10% p.a. on any unpaid overdue amounts.

4. Pricing

4.1. Coves Club reserves the right, in its sole discretion, to offer free trials and other promotions of its Services. You agree that all Fees for a Membership is subject to change at our full discretion. Provided that you have purchased a Membership, we will notify you of any increase in Fees to the subsequent term no later than 10 days before the end of the then current term.

4.2. If we do not notify you 10 days before the end of your then current term of any price increase, as far as legally permissible, your sole remedy will be to continue your current Membership at the price prior to the price increase for a period of 10 days, following which you may terminate the Membership with immediate effect (provided notice is received within the 10 days' notice of the price increase) or continue the Membership at the increased price.

4.3. Unless specified otherwise, prices displayed in our Services are shown in the Great British Pounds (GBP) and are inclusive of VAT. Displayed pricing may not include shipping or delivery charges, which are calculated at check-out (where applicable).

4.4. You are responsible for any taxes, duties or other liabilities imposed by any government agency, including but not limited to, any goods and services taxes or any value added tax imposed on any goods or services acquired or ordered by you in the Services. Where applicable, you must pay any such taxes, duties or other liabilities, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the purchase price.

5. Cancellation

5.1. You may cancel your Membership at any time, at least 2 business days prior to your next Renewal Date, via your account Membership Portal on our Website.

5.2. If you cancel your Membership, your Membership benefits will continue until the end of your then-current Membership Duration, but your Membership will not be renewed after that term expires. Except as required by the Consumer Rights Act 2015 or Consumer Contracts Regulations 2013, you are not entitled to a refund once a billing cycle has commenced unless the Services are not provided with reasonable care and skill. If we cancel your Membership without cause, you will not be entitled to a prorated refund of any portion of the Membership Fees paid for the then-current Membership Duration.

5.3. Coves Club provides remedies (such as cancellation of your Membership, a renewal of your Membership or where necessary, a refund of amounts paid) if the Membership is not provided in accordance with the UK Consumer Rights Act 2015.

6. Discounts and events

6.1. By purchasing a Membership, you may receive access to discounts, promotions and offers (Offers) from us or third party service providers (Service Providers). For the avoidance of doubt, we are a platform to provide you with access to the Offers and do not manage or run the Offers themselves, unless specified in writing.

6.2. You acknowledge and agree that the Offers are subject to their own terms and conditions as set out with the Offer or Event or by the Service Provider.

6.3. You agree that, as far as legally permissible:

a) we disclaim responsibility for any information published or provided by any Service Providers;

b) we do not endorse any of the Service Providers or their goods/services;

c) the Service Provider is solely liable and responsible for the Offers, the redemption of Offers, the operation and running of any Events and the provision of its goods/services;

d) you will direct any issues relating to the Offers to the Service Provider directly;

e) we disclaim responsibility for any act, omission or negligence by any party in connection with the security and privacy of any information provided by you to a third party, including Service Providers;

f) we are not in any way liable for any punitive, special, indirect or consequential loss, damage or injury, loss of claim, costs incurred or paid by you, pursuant to or arising out of or in connection to any act, omission or negligence of any Service Provider including as a result of obtaining their goods/services, redeeming an Offer; and

g) we are not an agent for any Service Provider and have no responsibility or liability for the communications or conduct of such Service Provider, including but not limited to any fulfilment of an Offer, or quality of the goods or services provided by a Service Provider.

6.4. We reserve the right to deactivate, cancel or remove any Offer at any time, with or without reason, and with or without written notice to you.

6.5. You agree that the Service Provider may, in its sole discretion, reject the redemption of an Offer if your redemption of such Offer breaches the Offer's terms and conditions or other policies set by the Service Provider.

6.6. Offers cannot be transferred or redeemed for cash and are not legal tender.

7. Trade Promotions

7.1. If you purchase of a Membership, you may receive complimentary entries, which do not constitute paid participation in a lottery, into a Coves Club Loyalty Rewards Program giveaway (trade promotion) conducted by us as specified on our Website. You acknowledge and agree that the relevant trade promotion is subject to its own terms and conditions as provided on the relevant Loyalty Rewards Program giveaway page including eligibility requirements and agree to comply with such terms and conditions.

7.2. Upon cancellation of your Membership, your agreement to the trade promotion terms and conditions, and entries into the next trade promotion with a draw date prior to your cancellation date, will still be valid until no longer applicable.

7.3. We reserve the right to modify, suspend or terminate any trade promotion(s) at our sole discretion.

7.4. You acknowledge and agree:

a) that any and all disputes, claims and causes of action arising out of or in connection with your Membership, any competition, contest, giveaway, Loyalty Rewards Program or trade promotion managed or operated by us (Competition) and any prizes, must be resolved individually without any form of class action;

b) that in addition to the limitation of liability in clause 15, any claims, judgments and awards will be limited to actual out-of-pocket costs incurred in entering any Competition, and under no circumstances will Coves Club be liable for any legal fees;

c) to waive all potential rights to punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering or participating in any Competition; and

d) in the event any Competition is compromised by non-authorised human intervention, tampering or other causes beyond the reasonable control of Coves Club, that corrupt or impair the administration, security, fairness or proper operation of any contests or

competitions associated with the Membership, Coves Club reserves the right to suspend, modify or terminate your Membership and/or your entry into such Competition.

7.5. If you choose to participate in any Competition and are selected as a winner, you acknowledge and agree that Coves Club may use your name (either in full or part), likeness, voice and image (including any photograph) in any marketing and you will not be entitled to any fee or compensation of any kind for such use. You acknowledge and agree to this as a condition of entry to any Competition.

7.6. This clause survives termination of these Terms.

8. Your information, errors and access

Current Information Required

8.1. You agree to ensure that any billing information provided to us is current, complete and accurate and that you will keep all such information updated (including any changes in billing address, credit card number or credit card expiration date).

8.2. Where your Payment Method is cancelled (for example, due to loss or theft) or if you are aware of a potential breach of security related to your Payment Method, you agree to notify Coves Club as soon as you become aware of the issue. Failure to provide such information to Coves Club may result in charges to your current Payment Method for Membership and you acknowledge that you remain responsible for these charges.

Errors and Incorrect Payments

8.3. Coves Club reserves the right to correct any errors or mistakes that may result in incorrect payment for any Services, including your Membership and may, in its absolute discretion, return or refund all or some of the amount of the payment even after a request or receipt of payment is made or may require additional payment in the event that an underpayment has been made.

Termination or suspension of your access or use of the Services

8.4. You agree that Coves Club may, in its sole discretion, immediately and without notice to you, terminate, limit your access to, or suspend your access or use of, the Services, including but not limited to by blocking your IP address or email and blocking, deactivating or deleting your Coves Club account or terminating your licence to use Coves Club intellectual property if you breach or become in breach of any of these Terms and Coves Club shall be released from its obligations to you under these Terms and shall not be liable to refund to you any pre-paid Fees or for any loss caused to you by such action. If your Services have been terminated due to your breach, you acknowledge and agree that you will not create another Coves Club account without the prior written consent of Coves Club.

8.5. You agree that Coves Club may, in its sole discretion, immediately terminate, limit your access to or suspend your access or use of the Services for any reason or for no reason. Coves Club may, at its election:

- a) continue to provide your Membership benefits until the end of your then-current Term, cease providing the Membership after that term expires; or
- b) immediately cease providing the Services or Membership benefits and provide a prorated refund of any portion of the Fees paid for the then-current Membership Term.

9. Orders and cancellations

9.1. You agree that any purchase made through our Services (Goods) is subject to these Terms. For the avoidance of doubt, your purchase of a Membership constitutes a purchase of Goods.

Orders

9.2. An order is accepted upon the latter of the following to occur:

- a) you have submitted your order;
- b) you have paid the purchase price in full, including any taxes, duties and shipping costs;
- and
- c) we have issued an order confirmation.

9.3. By placing an order, you are making an offer to purchase those Goods for the price (including the delivery and other charges and taxes) specified at the time that you place your order.

9.4. Coves Club reserves the right to:

- a) accept or reject your order or a part of your order for any reason, including, without limitation, the unavailability of any goods, limitations on quantities available for purchase, inaccuracies or errors in goods or pricing information, where fraud is suspected, or where there is an error in your order;
- b) request identification from you, including photo ID or any other such documentation for verification purposes before we process your order;
- c) cancel an order at any time, for any reason; or
- d) restrict the quantity or total value of goods available for purchase to each person or address.

9.5. Where we exercise the rights above, we will notify you by email and suggest an alternative goods, remove an item from an order or provide a refund of the purchase price where applicable and Coves Club shall not be liable for any loss or damage whatsoever arising from such acts.

Cancellations

9.6. Please note that you cannot cancel or amend an order once it has been placed (except as required by UK Consumer Rights Act 2015).

9.7. In the event that you are entitled to cancel an order, as far as legally permissible, you acknowledge and agree that you will be liable for any and all loss incurred (whether direct or indirect) by Coves Club as a direct result of the cancellation (including, but not limited to, any loss of profits).

10. Termination

10.1. You may terminate your Membership by cancelling via the Website Member Portal and your Membership will terminate at the end of your Membership Duration.

10.2. Without prejudice to any other remedies, Coves Club may immediately suspend or terminate the Services, or these Terms, or cease offering the Services, in its absolute discretion, at any time and without notice to you if:

- a) you are in breach of any obligation (including those relating to payment) under these Terms;
- b) you have breached these Terms and that breach is not capable of remedy;
- c) any money payable to Coves Club becomes overdue, or in Coves Club's opinion, if you will be unable to make a payment when it falls due;
- d) you become or are suspected to be, insolvent, convene a meeting with your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of your creditors; or
- e) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any of your assets, and any amounts owing to Coves Club at the time of the suspension or termination shall become immediately due and payable.

10.3. Coves Club may terminate these Terms at any time, with or without reason on 30 days' notice without the requirement to provide you with reasons. If Coves Club terminates these Terms under this clause 10 then any pre-paid and unused portion of your Fees will be refunded, except as required by law, in no other instances will any Fees be refundable. Coves Club will not be liable to you for any further loss or damage arising out of or in connection with Coves Club exercising its rights under this clause.

10.4. Coves Club may suspend the Services and suspend your access to the Services or any part of the Services until any relevant Fees have been paid in full or until any breach of these Terms is remedied.

10.5. Upon termination of these Terms, Coves Club may immediately remove any access to the Services, disable the Services and/or delete your account and data.

11. Intellectual Property

11.1. All text, graphics, user interfaces, photographs, trademarks, logos, and artwork including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on or in our Services are owned by, or licensed to Coves Club, and are protected by copyright, patent and trademark laws, and various other intellectual property rights.

11.2. You may access and use the information provided in our Services, on a limited, revocable, non-sublicensable licence, for your personal, non-commercial informational purposes. No content may be downloaded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the prior written consent of Coves Club.

11.3. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any licence to, or assignment of, any of Coves Club's intellectual property rights, whether by estoppel, implication or otherwise. Coves Club reserves all rights not expressly granted in the Services.

12. Privacy

12.1. We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. You have rights of access, rectification, erasure, and data portability under UK law.

12.2 You agree to allow Coves Club to send you emails regarding the Services, including any information regarding or relating to our goods and services, in accordance with our Privacy Policy. Please see our Privacy Policy for information about our privacy practices.

12.3. We do not respond to 'Do Not Track' signals. Please refer to our Privacy Policy for more information on how we use tracking technologies.

13. Unauthorised access and malicious materials

13.1. You must not attempt to, or actually gain, unauthorised access to our Services, the server on which our Services is stored or any server, computer or database connected to our Services. You agree that you will not cause harm to our Services by hacking, phishing, introducing viruses, trojans or other programs, scripts or material that may be malicious or technologically harmful to us, our Services or other users of our Services.

13.2. To the maximum extent permitted by law, we will not be liable for any losses or damage whatsoever (including indirect or consequential loss, loss of profit or goodwill), whether in contract, tort or otherwise caused by any malicious or harmful programs, scripts or technologies that may affect our Services as aforementioned, system failures or any other harmful material that may infect your computer, device, programs, data or other proprietary material and you release us from any such liability.

14. Third Parties

14.1. Our Services may contain links to and from websites which are owned or operated by other parties. Links in the Services to third parties do not constitute sponsorship, approval or endorsement of the content, policies, practices or services offered by those parties unless expressly stated by us in writing. Third party websites are governed by their own terms and conditions and privacy policies and we recommend that you make your own enquiries as to their terms. We do not accept any liability for any information on, or the privacy practices of, any third party websites.

14.2. Coves Club make no representations or warranties regarding any third party goods or, services and discounts and takes no responsibility and assumes no liability for any third-party goods, services or discounts. Third-party goods, services and discounts are subject to the applicable terms and policies of the third parties that offer them.

15. Limitation of Liability

15.1. To the maximum extent permitted by law, neither Coves Club, nor any of its employees or agents, will be liable for any loss, damage or injury whatsoever (including for negligence, death, injury or illness and special, indirect or consequential loss or damage such as loss of profits, loss of revenue, loss of goodwill, loss of opportunity, unavailability of systems or loss of data), whether in contract, tort or otherwise, arising from or in connection with:

a) any act, omission or negligence or the use of, or reliance on, information, comments or opinions contained obtained through or in our Services;

- b) any use, of the information on or access to Services including if for any reason the Services are unavailable at any time or for any period;
- c) any errors in, or omissions from, the information contained in the Services;
- d) any goods or services supplied by Coves Club; or
- e) these Terms or any breach of these Terms.

15.2. You understand and agree that you are responsible for your own acts, omissions and negligence and if there are any consequences to your acts, omissions or negligence or through your use of the Services, that you will be responsible for those consequences.

15.3. To the maximum extent permitted by law, Coves Club's liability under these Terms shall be limited to any one or more of the following:

- a) the replacement of the Goods or re-supply of equivalent goods or services;
- b) the repair of such Goods or services;
- c) the payment of the cost of replacing the Goods or services or of acquiring equivalent goods or services or a refund of the purchase price; or
- d) the payment of the cost of having the Goods repaired.

15.4. To the extent permitted by law, Coves Club expressly disclaims all warranties of any kind unless expressly stated in the Services or if required under UK Consumer Rights Act 2015. Nothing in these Terms purports to exclude any rights or remedies in respect of goods or services under the UK Consumer Rights Act 2015 which cannot be excluded, restricted or modified.

15.5. This clause survives termination of these Terms.

16. Disclaimer of Warranty

16.1. Coves Club provides the Sites and their contents on an "as is" basis and use of this information is at your own risk. While we aim to update the Sites regularly, neither Coves Club, nor any of its employees or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on the Sites.

16.2. We reserve the right to restrict access to the Services or any part of the Services, change or withdraw any goods, information or content featured in the Services or provided through our Services, without notice. You acknowledge and agree that we retain complete editorial control over the Services and may alter, amend or cease the operation of the Services or any part of the Services, at any time, at our full discretion.

17. Release and Indemnity

17.1. You agree to release and indemnify and hold Coves Club and (as applicable) its affiliates, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on a full indemnity basis, arising from or in relation to your purchase or use of goods or services purchased from the Coves Club, your use or access of the Services, or any access to the Services by a third party arising out of your breach of these Terms, or your violation of any law or the rights of a third party.

17.2. This clause survives termination of these Terms.

18. Amendments and correction of errors

18.1. Coves Club reserves the right to amend these Terms occasionally as it sees fit. Any amendments or changes to these Terms are effective from the date on which the amended terms are published except in relation to orders placed prior to the publication of any varied terms.

18.2. Whilst we endeavour to notify you as soon as reasonably possible of any changes to our Terms by email or by a notice on or in the Services, it is your responsibility to keep up to date with any changes or amendments to these Terms by checking this page, which contains our most accurate and up to date version of our Terms.

18.3. Coves Club reserves the right to amend any errors in the Services, including any pricing errors, and amend any prices and goods, at any time without notice to you.

19. General

19.1. Waiver: Any failure or delay by Coves Club in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent Coves Club from exercising that power or right or any other power or right. We are not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right. This clause survives termination of these Terms.

19.2. Force majeure: If we are unable to perform in whole or in part, any obligation under these Terms as a result of any fact, circumstance or matter beyond our control, we are relieved of that obligation to the extent and for the period that it we are unable to perform the obligation. You agree that Coves Club will not be held liable for any delay or failure in performance of any part of the Services or delivery of Goods.

19.3. Severability: If any part of these Terms is determined to be by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from the Terms. Such invalidity does not affect the validity of the remaining provisions of these Terms. This clause survives termination of these Terms.

19.4. Relationship: These terms do not confer an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Coves Club and you or any other party unless expressly stated otherwise.

19.5. Entire agreement: These Terms (and all other terms and conditions and policies that are incorporated by these Terms) and any additional policies or terms you have agreed to through use or access of our Services make up the entire agreement, and supersede all prior written and oral agreements, representations, undertakings and understandings. Where there is an inconsistency between these Terms and any additional Terms, the additional Terms will prevail. This clause survives termination of these Terms.

19.6. Jurisdiction: These Terms are governed by and construed in accordance with the laws of England and Wales.

19.7 Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

19.8 Although the Services may be accessed throughout the United Kingdom and overseas, we make no representations or warranties that its content, or the Services, comply with the laws (including intellectual property laws) of any country outside of the United Kingdom. If you access the Services from outside the United Kingdom, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of these Terms.