



**BEAUTY
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Beauty Booker Limited – Booking Terms and Conditions

September 2019

This is a summary of the main points of our Booking Terms and Conditions but should not be considered a substitute for reading the full version that follows.

BeautyBooker Limited provides a booking platform, BeautyBooker App, which allows you to discover and book online with, salons, freelancers and other businesses. You can book Partner Services by making a BeautyBooker Booking through the BeautyBooker App.

- The Partner Services you can book via BeautyBooker Limited are sold by our Partners and not by us. We are only responsible for arranging and concluding your booking, and we have been appointed by our Partners to act as their commercial agent to do so.
- The contract for the Partner Services is directly between you and the relevant Partner. We are not liable for the Partner Services you receive from our Partners. However, we would like to know when your experience with a Partner is unsatisfactory. We can be contacted at info@BeautyBooker.app, where you may let us know if your experience with a Partner ever falls below your expectations.
 - BeautyBooker services are limited to making the site available, effecting introductions, managing bookings and acting as a booking agent on behalf of our Partners for the collection of a commission fee.
 - We do not guarantee or warrant, and we make no representation whatsoever regarding, the reliability, quality or suitability of our BeautyMakers.
 - BeautyBooker Limited as a company does not provide Hair and Beauty Services of our own and we do not employ any of our registered BeautyMakers.
 - Before allowing any BeautyMaker to join BeautyBooker, we ask them to provide, confirmation that they are a tax registered business and have appropriate insurance in place. You and the BeautyMaker are responsible for any taxes arising as a result of the Services booked.
 - We do not contract with our customers for the provision of BeautyMakers. By booking a BeautyMaker service throughout site you are entering into a contract with the relevant BeautyMaker for the provision of those services and we accept no responsibility or liability, nor do we make any warranty or guarantee in respect of the BeautyMakers performance under that contract.
- BeautyBooker Bookings include certain Terms of Sale that you need to agree to before making a BeautyBooker Booking. Please check all details and any restrictions relating to a BeautyBooker Booking thoroughly before confirming the BeautyBooker Booking.
- BeautyBooker reserves the right to deactivate a BeautyBooker Customer Account in the event of a breach of these Booking Terms and Conditions and/or where the Customer acts in a way that is inappropriate, abusive or otherwise unacceptable towards a Partner or our staff.

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If you want to talk to us, please get in touch with our team and we'd be happy to help at Info@Beautybooker.app.

Full Version of the Booking Terms and Conditions

Please read these Booking Terms and Conditions carefully before you use the BeautyBooker Booking Services, as these Booking Terms and Conditions will apply to your BeautyBooker Booking. We recommend that you print a copy of these Booking Terms and Conditions for future reference. If you do not agree with these Booking Terms and Conditions, you must not use the BeautyBooker Services to make a booking with our Partners.

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1. Definitions

Capitalised terms used in this document have the meanings assigned to them, and each of the following terms has the meaning assigned to it.

“Booking Confirmation” means a written confirmation that we provide to you regarding a BeautyBooker Booking, either in email or through the BeautyBooker App, TXT message or WhatsApp a BeautyBooker

“Customer”, “End User”, and “You” means you, the user of the BeautyBooker Services or the purchaser of any Partner Services.

“BeautyBooker” means BeautyBooker Limited., BeautyBooker Ltd is a private limited company, registered in Scotland under Company Number SC613856. Registered office: 7 Brunswick, Aberdeen, U.K, AB11 7TF

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“BeautyBooker Booking” means an appointment booked online with a particular Partner for the provision of Partner Services made via the BeautyBooker App.

“BeautyBooker Booking Services” means all appointment booking services, including creating appointments, adjustment, rescheduling, and cancelling appointments, provided through the BeautyBooker App.

“BeautyBooker Contract” has the meaning provided in Section 3 of these Booking Terms and Conditions.

“BeautyBooker Customer Account” means an account created on the BeautyBooker App⁰⁰ belonging to you, containing information such as your name, booking history, and contact information.

“BeautyBooker Services” means the BeautyBooker Booking Services and the BeautyBooker Payment Services through our mobile app published on the Apple Store.

“BeautyBooker App” means the mobile Application owned and provided by BeautyBooker, which a Partner may embed on their own website and/or social media channels, and through which Customers may book online with the Partner directly.

“Partner Services” means any products, goods and/or services of a Partner offered for purchase or booking on the BeautyBooker App.

“Terms of Sale” mean the date, time, price, Partner Services, discount, location, cancellation policy, and any other details and conditions shown on the BeautyBooker App at the time that a BeautyBooker Booking is made.

2. Description of the BeautyBooker Services

BeautyBooker (“we”, “us”, or “our” for short) provides the BeautyBooker Website and the BeautyBooker App to make it easy for you to book appointments with a variety of participating Partners. The BeautyBooker App includes a consolidated list of Partner Services, which you may review and book online using the BeautyBooker Booking Services.

You understand and agree that the Partner Services listed on the BeautyBooker App are provided by our Partners, and not by us. These Partners, and not BeautyBooker, are responsible for customer service related to these Partner Services, which includes responsibility for the nature, quality, and content of the Partner Services,

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as well as any disputes regarding scheduling, reservation, cancellation, refund policies, adjustments, functionality, and issues concerning experience with a Partner's personnel or policies.

When you make a BeautyBooker Booking, you will need to arrive at the place of business of the Partner in order to receive the Partner Services. The place of business will be indicated in the Terms of Sale of the BeautyBooker Booking. You will need to pay the cost in full to the partner.

3. Relationship Between You, Us, and our Partners

The BeautyBooker App is operated by BeautyBooker. The App allows you to book an appointment for a broad range of services (Partner Services) in the beauty and wellness space, such as hair, beauty, and massage services, from a variety of providers (our Partners). Those Partner Services are provided by our various Partners and not by us. The provision of the Partner Services booked via the BeautyBooker App is the responsibility of the Partner which provides them.

4. How Contracts are Formed Between You and Us

When you make a BeautyBooker Booking, you will be able to select which Partner Services you would like to receive. The BeautyBooker Booking Services provide you with an opportunity to check and amend any errors before confirming your BeautyBooker Booking and will disclose any other relevant terms (e.g. cancellation policy) to you prior to your confirmation. Please take the time to read and check all details of your appointment and applicable terms of sale before confirming your BeautyBooker Booking.

We are appointed as the commercial agent of the Partner to conclude BeautyBooker Bookings on its behalf, and the Partner Contract will be formed when we send you a Booking Confirmation. Your Booking Confirmation is your receipt from BeautyBooker and will be sent to the email that you supply on your BeautyBooker Customer Account upon confirming a BeautyBooker Booking. If you require a VAT receipt, you need to contact the Partner directly.

If you wish to reschedule your appointment details (time/date) in whole or in part after you have received a Booking Confirmation, you may do so through the BeautyBooker App.

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5. Partner Services

Our Partners are under a legal duty to provide Partner Services that are in conformity with the relevant Partner Contract.

The images and/or descriptions of the Partner Services on the BeautyBooker App are for illustrative purposes only, and actual Partner Services may vary from those images. We require our Partners to ensure that all information provided by them for display on their page of the BeautyBooker App is accurate, complete and not misleading in any way. Nonetheless, we cannot verify the information which Partners provide to us. It will be each Partner's responsibility to ensure that all its Partner Services listed on the BeautyBooker app are available and accurately described.

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If you are a Customer, you have legal rights in relation to services that are not performed with reasonable care and skill or are otherwise not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Booking Terms and Conditions will affect these legal rights.

It is your (or the person receiving the Partner Services of your BeautyBooker Booking) sole responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Partner that might affect or be affected by any Partner Services (for example without limitation, allergy information and health issues). Notwithstanding Section 8, if you (or the relevant recipient of the Partner Services) fail to disclose any such information to the applicable Partner, neither BeautyBooker nor the relevant Partner shall be liable to you (or the recipient of the Partner Services) for any injury, loss or damages resulting from the Partner Services that could reasonably have been avoided if you (or the recipient of the Partner Services) had disclosed that information prior to receiving the Partner Services.

6. Cancellation and No Show Policies

In addition to your other legal rights, you may in certain circumstances have the right to cancel a BeautyBooker booking with the terms set out in this Section 6.

No-Show Policy. BeautyBooker is committed to providing superior quality services to Users and Partners. To assist us in maintaining a consistently high level of service for the Partners and their patrons, Users must make every reasonable effort to cancel any appointments that they will be unable to honour at least 4 business hours in advance of the appointment. You may cancel your appointment via the BeautyBooker App or by calling the BeautyMaker/Partner directly. Some Partners may require a debit or credit card number to finalize your appointment. In order to use the Booking Services for these Partner, you must provide valid debit or credit card information, and you may be required to cancel your appointment in accordance with the Partner cancellation policy, which will be disclosed at the time the appointment is made. You may be charged a cancellation fee of up to 100% of the value of service if you arrange a booking Service but cancel it before it is completed. This is solely at our Partners discretion. Your Account may be terminated if you cancel multiple Booking Services if it is deemed, at the sole discretion of BeautyBooker, that User's account activity is detrimental to orderly Booking Services with Partners and members of the BeautyBooker Community.

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7. Customer's Representations and Warranties

- you are at least 18 years of age;
- you are legally authorized to provide such information to us;
- you are legally authorized to perform payments from the debit or credit card account(s); and
- such action does not violate the terms and conditions applicable to your use of such debit or credit card, or any other applicable law.

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User agrees to use the Booking Services only to book appointments at Partners and then honor those appointments by arriving at the Partner on time and paying for the services booked and provided. Resale or attempted resale of appointments is prohibited and is grounds for, among other things, cancellation of your appointments or termination of your access to the Services.

Breach of any of the representations, warranties, and covenants in this Section 7 are grounds for denial of the BeautyBooker Payment Services or any of the other BeautyBooker Services. For the avoidance of

doubt, this does not exhaust the claims BeautyBooker may have for breach of the representations, warranties, and covenants described in this Section 7.

8. Resolving Issues

We care about your experience and want to ensure we maintain the highest standards possible. If you have any feedback or would like to make a complaint about one of our Partners or their Partner Services, please either:

- speak to the Partner yourself to try and resolve the issue;
- leave an honest rating for the Partner on the BeautyBooker App to reflect your experience; or
- email us at info@BeautyBooker.app

If you reach out to us at info@BeautyBooker.app, we may contact the Partner to attempt to resolve the issue.

IMPORTANT NOTE: PLEASE DO BEAR IN MIND THAT WHILE WE TAKE ALL COMPLAINTS ABOUT OUR PARTNERS VERY SERIOUSLY AND WILL ALWAYS DO WHAT WE CAN TO HELP TO RESOLVE THEM, WE ARE NOT RESPONSIBLE TO YOU FOR THE PARTNER SERVICE(S) WHICH THE PARTNERS PROVIDE AND ARE UNDER NO OBLIGATION TO PROVIDE YOU WITH A REFUND OR ANY OTHER RECOMPENSE IN THE EVENT YOU ARE DISSATISFIED WITH PARTNER SERVICES WHICH YOU HAVE RECEIVED FROM OUR PARTNERS.

9. Restrictions on Access

BeautyBooker reserves the right to partially or fully restrict your access to the BeautyBooker Services where any of the following occur:

- You maintain a history of many cancelled appointments, no shows, chargebacks, or other transactions that are negative to the experience of our Partners;
- We reasonably suspect the security of your BeautyBooker Customer Account has been compromised;
- You behave inappropriately, abusively, or offensively towards staff of BeautyBooker or employees of a Partner, whether on the phone, through email or in person at the place of business of a Partner;
- You breach other terms set forth in these Booking Terms and Conditions, including the Customer Representations and Warranties; or

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• We believe, in our reasonable and sole discretion, that your actions are negatively affecting the quality of BeautyBooker Services.

Additionally, you understand that because Partner Services are sold by our Partners, and not by us, our Partners maintain the right to impose additional restrictions on who may buy and book the Partner Services that they offer. In particular, a Partner may choose to restrict your access to their Partner Profile; prevent you from making a BeautyBooker Booking with Partner Services that they offer. These restrictions are determined solely by the Partners, and we are unable to provide you with access to these Partner Services.

10. Price and Payment

Prices and any applicable delivery and/or processing charges will be as quoted on BeautyBooker Booking. The final price you pay connected with a BeautyBooker booking will be the whole cost of the treatment to our partner at time of treatment booked.

The Partner has full responsibility for accounting for VAT on the total value of the BeautyBooker Booking, plus any adjustments for additional goods or services sold or discounts applied, where applicable. BeautyBooker does not charge you VAT on BeautyBooker Bookings, as the Partner Services are provided by the Partner, not by BeautyBooker. As a result, BeautyBooker cannot provide you with a VAT invoice in respect of your BeautyBooker Bookings, and VAT invoices will need to be provided by the Partner.

Payment for all Partner Services must be made at the time of receiving treatment in the currency stated on the Booking Confirmation. You may pay for Partner Services directly with the Partner with cash or credit card.

Any currency conversion costs or other charges incurred by you in making a payment will be borne by you in addition to the price due to us.

11. Liability

Where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, provided that loss and/or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of contract or would have been considered by you and us to be a likely consequence of it at the time we entered into the BeautyBooker Contract.

We do not accept any liability for the following types of loss, whether caused by breach of contract, tort (including negligence) or otherwise, even if the loss is foreseeable: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; or waste of management or office time.

We do not exclude or limit our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under Scottish law.

12. Indemnity

You agree to defend, indemnify and hold harmless BeautyBooker and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to:

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- your use of and access to the BeautyBooker Services, including any data or content transmitted or received by you;
- your violation of any term of these Booking Terms and Conditions, including without limitation your breach of any of the representations and warranties above, or other representation or warranty;
- your violation of any applicable law, rule or regulation;
- personal information or any other information or content that is submitted via your BeautyBooker Customer Account, including without limitation misleading, false or inaccurate information;
- negligent or willful misconduct; or
- any other party's access and use of the BeautyBooker Services with your unique username, password or other appropriate security code.

13. Amendments to the Booking Terms and Conditions

We may revise these Booking Terms and Conditions from time to time in the following circumstances:

- if we change the process for accepting payment from you;
- if there are changes in relevant laws and regulatory requirements; and/or
- if there are any other changes to our business that reasonably mean we need to amend these Booking Terms and Conditions.

Every time you use the BeautyBooker Booking Services, the Booking Terms and Conditions in force at that time (and available for view on BeautyBooker Website or BeautyBooker App and accepted by you at the point of appointment confirmation) will apply to the BeautyBooker Contract between you and us and the Partner Contract between you and the Partner. You can find the date on which these Booking Terms and Conditions were last updated at the top of this page.

14. General

(a) Notices. All communications and notices from you must be sent to BeautyBooker Limited by email at info@BeautyBooker.app or by post to 7 Brunswick Place, Ferryhill, Aberdeen, Scotland AB11 7TF

(b) Severability. If any of these Booking Terms and Conditions are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

(c) Governing Law. These Booking Terms and Conditions will be governed by and construed in accordance with the laws of Scotland. You and we each agree that the Scottish courts will have non-exclusive jurisdiction over any claim or dispute arising from, or related to, the ordering and/or supply of Partner Services via the BeautyBooker App.

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(d) Interpretation. Where applicable, words in these Booking Terms and Conditions that are defined in the singular shall retain the same definition in the plural, and vice versa. Words in the masculine include the feminine, and vice versa. No regard for gender is intended by the language in these Booking Terms and Conditions.

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