

Booking Terms & Conditions

Last Updated: November 2018

Hi there! We've worked hard on making our Booking Terms and Conditions easy to read. 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.

- Fresha provides a booking platform, Fresha.com, which allows you to discover and book online with spas, salons, and other businesses. You can buy or book Partner Services by making a Fresha Booking through the Fresha Website or the Fresha Widget.
- The Partner Services you can buy or book via Fresha 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.
- If you pay for Partner Services using the Fresha Payment Services, we may collect and receive your payment on behalf of the relevant Partner in our capacity as their commercial agent. In this event, our successful receipt of your payment will discharge your debt to the Partner for the Partner Services.
- 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 hello@fresha.com, where you may let us know if your experience with a Partner ever falls below your expectations, and we'll see if there's anything we can do to help.
- Fresha Bookings include certain Terms of Sale that you need to agree to before making a Fresha Booking. Please check all details and any restrictions relating to a Fresha Booking thoroughly before confirming the Fresha Booking.
- Fresha reserves the right to deactivate a Fresha 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.
- If you want to reschedule or cancel a Fresha Booking (and provided that rescheduling or cancellation (as applicable) is not prohibited by these Booking Terms and Conditions) this must be requested and completed by either:
 - Using your Fresha Customer Account via the Fresha Website or the Fresha Widget
 - Contacting the Partner directly (e.g. through email, phone) and requesting a reschedule
 - Emailing our support team at hello@fresha.com

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

Full Version of the Booking Terms and Conditions

Please read these Booking Terms and Conditions carefully before you use the Fresha Booking Services, as these Booking Terms and Conditions will apply to your Fresha 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 Fresha Services to make a booking with our Partners.

Table of Contents

1. Definitions	2
2. Description of the Fresha Services	4
3. Relationship Between You, Us, and our Partners	4
4. How Contracts are Formed Between You and Us.....	5
5. Partner Services	6
6. Cancellation and No Show Policies.....	6
7. Customer's Representations and Warranties.....	7
8. Resolving Issues	8
9. Restrictions on Access.....	8
10. Price and Payment	9
11. Liability	10
12. Indemnity.....	11
13. Amendments to the Booking Terms and Conditions.....	11
14. General.....	11

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 Fresha Booking, either in email or through the Fresha Website or Fresha Widget.

“Cancellation Policy” means a policy that is included in the Terms of Sale of a Fresha Booking whereby a Partner may charge you (through the Fresha Payment Services) a certain fee for a cancelled Fresha Booking, which may be up to 100% of the value of the Fresha Booking.

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

“**Fresha**” means Fresha.com SV Ltd., a company incorporated registered in England under company number 11326509, with registered office address in 71-75 Shelton Street, London, Greater London, WC2H 9JQ, United Kingdom.

“**Fresha Booking**” means an appointment booked online with a particular Partner for the provision of Partner Services made via the Fresha Website or the Fresha Widget.

“**Fresha Booking Services**” means all appointment booking services, including creating appointments, adjustment, rescheduling, and cancelling appointments, provided through the Fresha Website or the Fresha Widget.

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

“**Fresha Customer Account**” means an account created on the Fresha Website or Fresha Widget belonging to you, containing information such as your name, booking history, and contact information.

“**Fresha Payment Services**” means the online and in-app payment facility that may be available for select Partners on the Fresha Website and the Fresha Widget.

“**Fresha Services**” means the Fresha Booking Services and the Fresha Payment Services.

“**Fresha Website**” means the website Fresha.com, accessible through any web browser or through our mobile apps published on the Apple Store and Google Play Store.

“**Fresha Widget**” means the web interface owned and provided by Fresha, 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.

“**No Show Policy**” means a policy that is included in the Terms of Sale of a Fresha Booking whereby a Partner may charge you (through the Fresha Payment Services) a certain fee for a failing to show up to a Partner’s place of business at the time indicated on the Fresha Booking, which may be up to 100% of the value of the Fresha Booking.

“**Partner**” means a selected third-party provider of goods and services, who offers their goods and services for sale on the Fresha Website or the Fresha Widget.

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

“**Partner Services**” means any products, goods and/or services of a Partner offered for purchase or booking on the Fresha Website or the Fresha Widget.

“**Pay Cash In Store Booking**” means a booking made on the Fresha Website or the Fresha Widget where the booking is not paid for online using the Fresha Payment Services.

“**Payment Processor**” means third-party payment processors supporting Fresha with the provision of the Fresha Payment Services.

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

2. Description of the Fresha Services

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

For certain qualifying Partners, we also provide Fresha Payment Services. The Fresha Payment Services allow you to pay in-app for Partner Services, and include all credit or debit card processing services, including refunding, reversing, and adjusting transactions.

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

3. Relationship Between You, Us, and our Partners

The Fresha Website and the Fresha Widget are operated by Fresha. The Website and Widget allow you to book and pay 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 Fresha Website and the Fresha Widget is the responsibility of the Partner which provides them.

In the event you pay for Partner Services using the Fresha Payment Services, your payment will be received by us acting as commercial agent on behalf of the Partner. If we receive payment as commercial agent on behalf of the relevant Partner, our receipt of the correct payment will discharge your debt to that Partner.

The legal implications of this is that when you purchase Partner Services, with the exception of Pay Cash In Store Bookings where no binding contract is formed, it will create two binding legal contracts:

- a contract between you and Fresha (under which Fresha has certain responsibilities to you in relation to the purchase or booking) (the “**Fresha Contract**”). That contract is made based on these Booking Terms and Conditions; and
- a contract between you and the relevant Partner in respect of the provision or supply of the Partner Services which you book through the Fresha Website or the Fresha Widget (the “**Partner Contract**”). That contract is subject to certain Terms of Sale, which will be disclosed to you prior to confirming your Fresha Booking.

All Partner Services available for purchase on the Fresha Website or the Fresha Widget are offered by Fresha on behalf of its Partners. That is, Fresha takes and concludes your bookings as a commercial agent for its Partners. Therefore, we are not responsible or liable to you for the actual Partner Services that are booked through the Fresha Booking Services.

We may amend these Booking Terms and Conditions from time to time as set out in Section 13 of these Booking Terms and Conditions. Every time you wish to make a Fresha Booking, please check these Booking Terms and Conditions to ensure you understand the terms which will apply at that time.

4. How Contracts are Formed Between You and Us

When you make a Fresha Booking, you will be able to select which Partner Services you would like to receive. The Fresha Booking Services provide you with an opportunity to check and amend any errors before confirming your Fresha 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 Fresha Booking.

We are appointed as the commercial agent of the Partner to conclude Fresha 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 Fresha, and will be sent to the email that you supply on your Fresha Customer Account upon confirming a Fresha 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 either the Fresha Website or the Fresha Widget, or by contacting the relevant Partner directly. However, you may only reschedule your

appointment provided that your appointment is not due to take place within a time frame (e.g. 24 or 48 hours) determined by the Partner. The interval between when you may reschedule your appointment and your scheduled appointment start time will be determined independently by each Partner, and disclosed to you at the time of making your Fresha Booking. You should review and understand the cancellation policy before confirming your appointment on the Fresha Website or Fresha Widget. Please note that your ability to reschedule your appointment will be subject to the Partner's availability during the time you wish to reschedule.

5. Partner Services

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

All Partner Services shown on the Fresha Website and Fresha Widget are subject to availability. The images and/or descriptions of the Partner Services on the Fresha Website and Fresha Widget are for illustrative purposes only, and actual Partner Services may vary from those images and/or descriptions. We require our Partners to ensure that all information provided by them for display on their page of the Fresha Website and Fresha Widget 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 of its Partner Services listed on the Fresha Website and Fresha Widget are available and accurately described.

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 Fresha 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 Fresha 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 Partner Contract and/or Fresha Contract (as applicable) with the terms set out in this Section 6.

If you wish to cancel your Fresha Booking, you may do so through either the Fresha Website or the Fresha Widget, or by contacting your Partner directly. You may only cancel a Fresha Booking through the Fresha Website or Fresha Widget provided that your appointment is not due to take

place within a time frame (e.g. 24 or 48 hours) determined by the Partner. The interval between when you may cancel your appointment and your scheduled appointment start time will be determined independently by each Partner, and disclosed to you at the time of making your Fresha Booking as part of the Terms of Sale.

Certain Partners may choose to implement a Cancellation Policy, the terms of which will be disclosed to and confirmed by you at the time of making your Fresha Booking. If a Partner has such a Cancellation Policy, then Fresha may automatically charge your card an amount determined by the Partner, which may be up to the full amount (100%) of the value of the Fresha Booking. If you cancel an appointment beyond the time indicated in the Partner's Cancellation Policy, you will not be entitled to any refund unless mutually agreed between you and the Partner directly.

Certain Partners may also choose to implement a No Show Policy. If you fail to turn up to a Partner's place of business at the time indicated on your Fresha Booking, a Partner may choose to exercise their No Show Policy, wherein Fresha may automatically charge your card an amount of up to the full amount (100%) of the value of the Fresha Booking.

PLEASE NOTE THAT NO REFUND WILL BE GIVEN WHERE A CANCELLATION IS ATTEMPTED WITHIN THE TIME PERIOD SPECIFIED IN THE CANCELLATION POLICY OF THE RELEVANT PARTNER.

7. Customer's Representations and Warranties

By providing debit or credit card information through the Fresha Website to use the Fresha Payment Services, you represent, warrant, and covenant that:

- 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.

Additionally, when you authorize a payment using the Fresha Payment Services, you further represent, warrant, and covenant that:

- the Partner Services associated with your purchase have been duly received; and
- there are sufficient funds or credit available to complete a payment using the debit or credit card account.

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

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

To confirm that the payment card information you have provided is accurate, we may place a temporary \$1.00 authorization hold on your debit or credit card at the time you provide your payment card information to the Fresha Website. After we verify that your payment card information is accurate, the \$1.00 hold will be removed and/or refunded.

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 review and/or rating for the Partner on the Fresha Website to reflect your experience; or
- email us at hello@fresha.com

If you reach out to us at hello@fresha.com, we may contact the Partner to attempt to resolve the issue. If we are unable to resolve the issue following contact with the Partner, and if we consider it to be fair in all the circumstances, then we may, at our sole discretion and always as a last resort, elect to give you a refund for the disputed / complained about amount. These refunds will be processed through the Fresha Payment Services.

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

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

- You maintain a history of many cancelled appointments, no shows, refunds, chargebacks, or other transactions that are negative to the experience of our Partners;
- You fail any credit or fraud prevention check provided by the Fresha Payment Services;

- We reasonably suspect fraud or money laundering by you or someone using your Fresha Customer Account;
- We reasonably suspect the security of your Fresha Customer Account has been compromised;
- You behave inappropriately, abusively, or offensively towards staff of Fresha or employees of a Partner, whether on the phone, through email, through communications within the Fresha Website or Fresha Widget, 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
- We believe, in our reasonable and sole discretion, that your actions are negatively affecting the quality of Fresha 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 Fresha Booking with Partner Services that they offer; and otherwise restrict your ability to interact with that Partner on the Fresha Website or Fresha Widget. 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 the Fresha Website or Fresha Widget. The final price you pay connected with a Fresha Booking may be adjusted to reflect any additional goods or services you purchase from the Partner at the time of receiving Partner Services, if that purchase is handled through the Fresha Payment Services. Additionally, the Fresha Partner may, at their sole discretion, issue a discount that would be reflected on the final VAT invoice.

The Partner has full responsibility for accounting for VAT on the total value of the Fresha Booking, plus any adjustments for additional goods or services sold or discounts applied, where applicable. Fresha does not charge you VAT on Fresha Bookings, as the Partner Services are provided by the Partner, not by Fresha. As a result, Fresha cannot provide you with a VAT invoice in respect of your Fresha 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 you receive using the Fresha Payment Services, or directly with the Partner with cash or credit card. If you do choose to pay using the Fresha Payment Services, you may be subject to the terms and conditions, privacy policy, and other terms of use of our Payment Processors.

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.

Payments made through the Fresha Payment Services are processed by third party payment services providers (Payment Processors). Fresha takes reasonable care to ensure that the Fresha Payment Services are available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to the Fresha Payment Services, nor can we guarantee that the facility is virus or error free. Because the Fresha Payment Services rely on third parties, there are many factors beyond our control (such as delays in the banking system or in card networks), we cannot predict or guarantee the amount of time needed to complete the processing of your payment. Additionally, access to the Fresha Payment Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any scheduled interruptions to the Fresha Payment Services and will do what we can to restore the facility as soon as reasonably possible.

If you do elect to use the Fresha Payment Services, Fresha will collect the payment in its capacity as the commercial agent of the relevant Partner. Once Fresha has successfully received your payment for the Partner Services, this will discharge your debt to the Partner on whose behalf Fresha has collected the payment, and the Partner will have no further claim to remuneration from you in connection with that Fresha Booking.

For certain Fresha Bookings, there may be an option for you to make a Pay Cash In Store Booking. This means that you may make a Fresha Booking without using the Fresha Payment Services, and then pay the Partner directly for the value of the underlying Partner Services with cash, credit card, or another payment instrument acceptable to the Partner. This option will only appear if the Partner enables this option, and may not appear for some Partners. Please note that when you make a Pay Cash In Store Booking on the Fresha Website or Fresha Widget, no binding legal contract in respect of the Fresha Booking is made.

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 Fresha 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 English law.

12. Indemnity

You agree to defend, indemnify and hold harmless Fresha 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:

- your use of and access to the Fresha 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 Fresha Customer Account, including without limitation misleading, false or inaccurate information;
- negligent or willful misconduct; or
- any other party's access and use of the Fresha 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 Fresha Booking Services, the Booking Terms and Conditions in force at that time (and available for view on Fresha Website or Fresha Widget and accepted by you at the point of appointment confirmation) will apply to the Fresha 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 Fresha by email at hello@fresha.com or by post to 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. Fresha

may communicate and give notice to you via post, email or by posting notices on the Website, App or Widget.

(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 England. You and we each agree that the English 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 Fresha Website or the Fresha Widget.

(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.