



Full Version of the Booking Terms and Conditions

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

Table of Contents

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

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 Pamper Booking, either in email or through the PamperBook Website or PamperBook Application.

“Cancellation Policy” means a policy that is included in the Terms of Sale of a Pamper Booking whereby



a Partner may charge you (through the Pamper Payment Services) a certain fee for a cancelled Pamper Booking, which may be up to 100% of the value of the Pamper Booking.

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

“Pamper”, “PamperBook”, “we” or “us” has the meaning set out below:

Pamper means PamperBook Ltd., a company incorporated registered in England under company number 12503710, with registered office address in 1 Old Hall Street, Liverpool, England, L3 9GH.

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

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

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

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

“PamperPay Payment Services” means the online and in-app payment facility that may be available for select Partners on the PamperBook Website and the PamperBook Application.

“PamperBook Services” means the PamperBook Booking Services and the Pamper Payment Services.

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

“PamperBook Widget” means the web interface owned and provided by PamperBook, 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 PamperBooking whereby a Partner may charge you (through the PamperBook 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 PamperBook Booking.

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

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

“Payment Processor” means third-party payment processors supporting PamperBook with the provision of the PamperBook/Pamper 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 PamperBook Website at the time that a PamperBook Booking is made.

2. Description of the PamperBook Services

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

For certain qualifying Partners, we also provide PamperBook Payment Services. The PamperBook 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 PamperBook Website and the PamperBook Widget are provided by our Partners, and not by us. These Partners, and not PamperBook, 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 PamperBook 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 PamperBook Booking.

3. Relationship Between You, Us, and our Partners

The PamperBook Website and the PamperBook Widget are operated by PamperBook. 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 PamperBook Website and the PamperBook Widget is the responsibility of the Partner which provides them. In the event you pay for Partner Services using the PamperBook 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 PamperBook (under which PamperBook has certain responsibilities to you in relation to the purchase or booking) (the “PamperBook 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 PamperBook Website or the PamperBook Widget (the “Partner Contract”). That contract is subject to certain Terms of Sale, which will be disclosed to you prior to confirming your PamperBook Booking. All Partner Services available for purchase on the PamperBook Website or the PamperBook Widget are offered by PamperBook on behalf of its Partners. That is, PamperBook 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 PamperBook 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 PamperBook 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 PamperBook Booking, you will be able to select which Partner Services you would like to receive. The PamperBook Booking Services provide you with an opportunity to check and amend any errors before confirming your PamperBook 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 PamperBook Booking. We are appointed as the commercial agent of the Partner to conclude PamperBook 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 PamperBook, and will be sent to the email that you supply on your PamperBook Customer Account upon confirming a PamperBook Booking. If you require a tax 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 PamperBook Website or the PamperBook 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 PamperBook Booking. You should review and understand the cancellation policy before confirming your appointment on the PamperBook Website or PamperBook 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 PamperBook Website and PamperBook Widget are subject to availability. The images and/or descriptions of the Partner Services on the PamperBook Website and PamperBook 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 PamperBook Website and PamperBook 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 PamperBook Website and PamperBook 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 PamperBook 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 PamperBook 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 PamperBook Contract (as applicable) with the terms set out in this Section 6. If you wish to cancel your PamperBook Booking, you may do so through either the PamperBook Website or the PamperBook Widget, or by contacting your Partner directly. You may only cancel a PamperBook Booking through the PamperBook Website or PamperBook 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 PamperBook 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 PamperBook Booking. If a Partner has such a Cancellation Policy, then PamperBook 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 PamperBook 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 PamperBook Booking, a Partner may choose to exercise their No Show Policy, wherein PamperBook may automatically charge your card an amount of up to the full amount (100%) of the value of the PamperBook 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 PamperBook Website to use the PamperBook Payment Services, you represent, warrant, and covenant that:

- you are at least 18 years of age;
- you are legally authorised to provide such information to us;
- you are legally authorised 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 authorise a payment using the PamperBook 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 PamperBook Payment Services or any of the other PamperBook Services. For the avoidance of doubt, this does not exhaust the claims PamperBook 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 PamperBook 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 PamperBook Website to reflect your experience; or
- email us at info@pamperbook.co.uk

If you reach out to us at info@pamperbook.co.uk, 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



PamperBook 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

PamperBook reserves the right to partially or fully restrict your access to the PamperBook 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 PamperBook Payment Services;
- We reasonably suspect fraud or money laundering by you or someone using your PamperBook Customer Account;
- We reasonably suspect the security of your PamperBook Customer Account has been compromised;
- You behave inappropriately, abusively, or offensively towards staff of PamperBook or employees of a Partner, whether on the phone, through email, through communications within the PamperBook Website or PamperBook 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 PamperBook 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 PamperBook Booking with Partner Services that they offer; and otherwise restrict your ability to interact with that Partner on the PamperBook Website or PamperBook 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 PamperBook Website or PamperBook Widget. The final price you pay connected with a PamperBook 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 PamperBook Payment Services.



Additionally, the PamperBook Partner may, at their sole discretion, issue a discount that would be reflected on the final tax invoice. The Partner has full responsibility for accounting for indirect taxes on the total value of the PamperBook Booking, plus any adjustments for additional goods or services sold or discounts applied, where applicable. PamperBook does not charge you taxes on PamperBook Bookings, as the Partner Services are provided by the Partner, not by PamperBook. As a result, PamperBook cannot provide you with a tax invoice in respect of your PamperBook Bookings, and tax 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 PamperBook Payment Services, or directly with the Partner with cash or credit card. If you do choose to pay using the PamperBook 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 PamperBook 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 PamperBook Payment Services, nor can we guarantee that the facility is virus or error free. Because the PamperBook 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 PamperBook 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 PamperBook Payment Services and will do what we can to restore the facility as soon as reasonably possible. If you do elect to use the PamperBook Payment Services, PamperBook will collect the payment in its capacity as the commercial agent of the relevant Partner. Once PamperBook has successfully received your payment for the Partner Services, this will discharge your debt to the Partner on whose behalf PamperBook has collected the payment, and the Partner will have no further claim to remuneration from you in connection with that PamperBook Booking.

For certain PamperBook Bookings, there may be an option for you to make a Pay Cash In Store Booking. This means that you may make a PamperBook Booking without using the PamperBook 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 PamperBook Website or PamperBook Widget, no binding legal contract in respect of the PamperBook 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 PamperBook 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 PamperBook 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 PamperBook 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 PamperBook Customer Account, including without limitation misleading, false or inaccurate information;
- negligent or willful misconduct; or
- any other party's access and use of the PamperBook 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 PamperBook Booking Services, the Booking Terms and



Conditions in force at that time (and available for view on PamperBook Website or PamperBook Widget and accepted by you at the point of appointment confirmation) will apply to the PamperBook Contract between you and us and the Partner Contract between you and the Partner.

14. General

(a) Notices. All communications and notices from you must be sent to PamperBook by email at info@pamperbook.co.uk or by post to attention:PamperBook Ltd 1 Old Hall St, Liverpool L3 9SX. Pamperbook 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 Pamperbook Website or the PamperBook 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.