

## USER TERMS

### 1. These Terms

- 1.1. These terms and conditions ("Terms") apply to all services ("Services") provided or arranged by us, Ruuby Limited ("us", "we" or "Ruuby") to or for you the customer or user and recipient of the Services ("you").
- 1.2. These Terms govern your use of the website [www.ruuby.com](http://www.ruuby.com) and our associated applications (together referred to in these Terms as the "Website") or such alternative website or application or other means of accessing our Services as we may specify from time to time, your relationship with Ruuby and all services whatsoever supplied by us to you whether through the Website or otherwise. By continuing to use the Website or the Services you accept these Terms and they will apply to the agreement between you and us (the "Agreement").
- 1.3. Please note that these Terms apply only to the provision of Services directly by us to you namely the service we offer allowing you to book appointments and other events and services ("Appointments") with our registered salons, health spas and beauty therapists ("Salons"). These Terms do not apply to your attendance at an Appointment which is listed on the Website. The terms which apply between you and a Salon in relation to an Appointment are set out in our Salon Terms and those additional conditions set out by the Salon in their Appointment listing or which are agreed between you and the Salon ("Appointment Conditions").
- 1.4. This Agreement is with you, the person using the Services and you will be responsible for ensuring that any person who attends an Appointment with you or who you have made a booking for (an "Authorised Person") complies with the terms of this Agreement and the Appointment Conditions. You agree that you are responsible for the conduct of any such Authorised Person.
- 1.5. We may amend these Terms from time to time. Any amendments to these Terms or new Salon terms and conditions will be posted to the Website. You may terminate this Agreement if you do not wish to be bound by any such amendments but by continuing to use the Website or the Services you will be deemed to have accepted the new or amended terms and conditions.

### 2. Registration

- 2.1. Registration is not necessary to be able to access the Website but you will not be able to book an Appointment through us if you have not registered and do not have an account with us ("Account").
- 2.2. To register with us or make a booking we will require that you provide us with your name, address, valid email address and credit or debit card details. We may also require additional information from time to time. Please note that any personal information that you provide to us will be subject to our data protection obligations which are set out in our privacy policy ("Privacy Policy") which can be seen here [[www.ruuby.com/privacy](http://www.ruuby.com/privacy)]. The Privacy Policy forms part of this Agreement.
- 2.3. You will be asked to create a password when registering. We recommend that you keep your password confidential and do not disclose it to any third party. If you do so reveal your password to a third party and they then access the Website or use our Services they will be deemed to be acting as agent for you. We will not be held responsible for any action taken by any third party to whom you have disclosed your password. If you believe a third party has become aware of your password and is

using your Account without authorisation from you, please notify us immediately and we will suspend or close the Account at our discretion.

- 2.4. You must supply a valid email address when registering so that we can email booking confirmations and other information relating to your use of our Services. We will not be held responsible if you fail to provide a valid email address and you do not receive a booking confirmation or other information from us that you might be expecting. If you become aware that you have supplied an invalid email address please contact us immediately to correct the information we hold about you.
- 2.5. We may suspend or close your account at any time if you are in breach of any term of this Agreement or any of the Salon Terms or Appointment Conditions. If we suspend or close your Account you will not be able to use our Services any longer and may not be able to access all areas of the Website.

### **3. Bookings and Payment**

- 3.1. If you wish to book an Appointment then you must review the details of the Appointment, including any specific Appointment Conditions listed by the Salon before making the booking. You will then be required to pay the applicable fee charged by the Salon for the Appointment ("Appointment Fee").
- 3.2. **Please note that the agreement relating to the provision of services at an Appointment is between you and the Salon and is set out in the Appointment Conditions for the specific Appointment. You should read the Appointment Conditions carefully. We act as a booking platform or agent for the purposes of arranging bookings between you and the Salon but have no liability to you in relation to the Appointment other than as set out in this Agreement.**
- 3.3. Once we have received payment and you have accepted the Appointment Conditions your booking will be confirmed and you will have entered a binding agreement with the Salon to attend the Appointment. We will send you a booking confirmation email ("Confirmation Email") which will include a contact telephone number for the Salon together with detailed instructions relating to the booking.
- 3.4. If you have any questions in relation to the Appointment after receipt of the Confirmation Email you will need to raise these with the Salon directly by contacting the Salon on the contact telephone number provided in the Confirmation Email.

### **4. Appointments**

- 4.1. You agree that the Website is a platform for advertising Appointments with our Salons and we have no responsibility for the Appointment other than to provide the Services under this Agreement which includes administering and confirming bookings and collecting payment on behalf of the Salon.
- 4.2. Whilst we endeavour to ensure the Appointments advertised on the Website are of a satisfactory quality we offer no warranty as to an Appointment's suitability for your requirements. Similarly, we will have relied on the Salon for details about an Appointment provided on the Website and we offer no warranty in relation to these details.
- 4.3. Unless stated otherwise in these Terms, once we have confirmed your booking we have no further obligation to you in relation to the Appointment, and all responsibility lies with the Salon.
- 4.4. Details of gift packages available for purchase (Gift Packages) will also be posted on the Website from time to time.

- 4.5. Once we have taken money from you in consideration for the Gift Package, we will send you an email ("Gift Package Confirmation") which you may print off and use to redeem the services included in the Gift Package (subject to the specific terms contained in the listing) with the relevant Salon.
- 4.6. Once we have taken money from you and emailed the Gift Package Confirmation to you that particular transaction between us will be complete and you must contact the Salon directly in order to book the services included in the Gift Package. The contract will be between you and the Salon and we will have no further obligation to you in relation to the Gift Package. All responsibility for redeeming the Gift Package lies with the Salon.
- 4.7. You have the right to cancel your purchase of the Gift Package at any time within 5 working days from the day you receive Gift Package Confirmation from us. You must notify us in writing by sending an email to [bookings@ruby.com](mailto:bookings@ruby.com). If you cancel the purchase you will not be able to redeem the Gift Package with the relevant Salon. This right to cancel only exists as long as you have not redeemed the Gift Package. If within the period of seven working days you redeem the Gift Package you will not be able to cancel the purchase and we will not refund you any money. If you attempt to redeem a Gift Package having cancelled the purchase we reserve the right to suspend or terminate you ability to use the Services and refuse to allow you to purchase any further Gift Packages or book any further Appointments with us.

## **5. Complaints and Disputes**

- 5.1. You agree that if you have any dispute with a Salon concerning them or the Appointment you will attempt to resolve it in the first instance by directly communicating with the Salon during the Appointment. If you reach a settlement with the Salon which involves a full or partial refund then you will be required to inform us of this settlement within 24 hours and we will confirm this with the Salon.
- 5.2. If you have a genuine complaint **you must** inform us within 24 hours of the Appointment.
- 5.3. In the event that we determine that a Salon should make a refund or other payment to you and if we are holding funds on behalf of the Salon we may make the refund on the Salon's behalf (but we are not under an obligation to do so). We have authority from the Salon to utilise withheld funds to satisfy genuine complaints but we will not ourselves pay any compensation or refund in relation to an Appointment.
- 5.4. Please note that we release Appointment Fees to our Salons within 30 days of the date of your booking (or purchase in the case of a Gift Package). If you make a complaint after we have paid the Appointment Fees to the Salon then we will not be able to offer any financial compensation or refund.
- 5.5. If you are unable to substantiate your complaint or if you fail to cooperate with us then we will release the Appointment Fee to the Salon.
- 5.6. A Salon may raise a dispute in relation to a User. We will seek to resolve the dispute and we may request that you make a further payment to the Salon.

## **6. Cancellation and Termination**

- 6.1. In the event of the Salon cancelling the Appointment the Appointment Fee will be refundable. Furthermore, you agree that if a Salon wishes to cancel an Appointment they may do so through us and our Website.

- 6.2. If you cancel an Appointment within 24 hours of making the booking and it is more than 24 hours until the start time of the Appointment the Appointment Fee will be refunded to you via your original method of payment.
- 6.3. If you cancel an Appointment more than 24 hours after making the booking and it is more than 24 hours until the start time of the Appointment you will be issued with a credit note for the applicable amount which must be used within 6 months to make an alternative booking.
- 6.4. If you cancel an Appointment that is due to take place within 24 hours we will not be able to offer a refund.
- 6.5. For the avoidance of doubt, it is the Salon's responsibility to make any refund you are entitled to under clause 5 if these Terms (Complaints and Disputes).

## **7. Your obligations**

- 7.1. You must:
  - 7.1.1. agree to observe and act in accordance with the Appointment Conditions;
  - 7.1.2. act with suitable consideration for the Salon and its owners and employees, other customers attending the Salon and the Salon's property;
  - 7.1.3. while attending the Appointment, not act in any way which is offensive, rude, illegal or which might cause distress to others;
  - 7.1.4. provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;
  - 7.1.5. not deal with the Salon, its owners, employees or other customers in any way which could be deemed to be harmful to the business or reputation of Ruuby or do anything which might adversely affect our relationship with a Salon;
  - 7.1.6. not attempt to contact a Salon directly until a booking has been confirmed in a Confirmation Email;
  - 7.1.7. use the Website in accordance with these Terms and not in any way which may affect the reputation of Ruuby or the use and enjoyment of the Website or our Services by any other users or third parties;
  - 7.1.8. where applicable, only provide us with credit or debit card details for which you are the sole account holder.

## **8. Home treatments**

- 8.1. The agreement relating to any Appointment that involves an employee or agent of a Salon attending your home or other premises outside of the Salon premises to carry out a treatment will be set out in the Appointment Conditions.
- 8.2. You will be responsible for providing a safe environment in which the treatment can be carried out.

8.3. Please be aware that you may be personally liable to the Salon or their employees or agents if you fail to provide a safe environment in which the treatment can be carried out.

## **9. Termination and suspension**

9.1. We may suspend your Account at any time should you be in breach of this Agreement. Furthermore if you have not registered with us we may suspend your access to the Website or the Services if we believe you to be in breach of this Agreement.

9.2. If we suspend your Account or access to the Website for any reason we may refuse to provide you with any Services including the right to make any further bookings. If you attempt to circumvent this clause by attempting to create a new account we reserve the right to terminate this Agreement and any existing Account you may have.

9.3. We may terminate this Agreement and your Account at any time if:

9.3.1. you are in breach of any term of this Agreement;

9.3.2. we suspect that you are about to commit a breach of this Agreement;

9.3.3. you become or we suspect that you are about to become insolvent.

9.4. Upon termination you will no longer be able to use our Services or make bookings through us.

9.5. If when we terminate this agreement you have any outstanding bookings for which you have made pre-payment we may refund you accordingly. Any such refund is at our absolute discretion.

## **10. Your liability and indemnity**

**10.1. You agree to indemnify us for any claims or legal proceedings that may be brought against us and for any loss or damage we may suffer or incur as a result of :**

**10.1.1. your breach of the terms of this Agreement; or**

**10.1.2. your breach of the Appointment Conditions; or**

**10.1.3. your actions in relation to the Services, the Website, the Appointment or any booking.**

## **11. Our liability**

**11.1. We will not be liable to you for any business, financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any services we provide to you under, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud, wilful concealment or theft.**

**11.2. For the avoidance of doubt, the liability excluded under clause 11.1 includes any loss arising from your dealings with any Salon or arising from an Appointment and we shall have no liability to you whatsoever for any act or omission of the Salon in connection with the Appointment or your booking.**

- 11.3. Our liability to you for all losses under this Agreement (subject to any liability in accordance with clause 11.5 below) is limited to the commission we take in relation to any booking made by you.**
- 11.4. No claim may be brought against us in relation to this Agreement more than 12 months following the Appointment to which the claim relates.**
- 11.5. Nothing in this agreement limits or excludes our liability for death or personal injury arising as a result of our negligence or the negligence of our employees, agents or self-employed contractors or for fraud or fraudulent misrepresentation.**
- 11.6. You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Website and Services and responsibility for the Appointment and fulfilment of a booking lies solely with the Salon for whom we act only as an agent in a limited capacity.**

## **12. General**

- 12.1. Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.
- 12.2. By entering into this Agreement you also agree to our Privacy Policy which is available on our Website.
- 12.3. Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post, fax or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.
- 12.4. No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.5. We will be entitled to assign or sub-contract our obligations under this Agreement.
- 12.6. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.
- 12.7. Each party acknowledges that the Agreement, including the Privacy Policy, contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.
- 12.8. You agree that these terms are fair and reasonable in all the circumstances. However, if any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

- 12.9. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 12.10. Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 12.11. These conditions are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts.