

Terms and Conditions

These Terms

1.1. These terms and conditions (“Terms”) apply to all services (“Services”) provided or arranged by us Brush Limited (“us”, “we” or “Brush”) 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.brushltd.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 Brush 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 beauty therapists and artists (“Artists”). These Terms do not apply to your attendance at an Appointment which is listed on the Website. The terms which apply between you and an Artist in relation to an Appointment are set out in our Artist Terms and those additional conditions set out by the Artist in their Appointment listing or which are agreed between you and the Artist (“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 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.brushltd.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 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 Us before making the booking. You will then be required to pay the applicable fee charged by the Brush 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 Brush 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 Brush 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 Brush to attend the Appointment. We will send you a booking confirmation email (“Confirmation Email”) which will include a contact telephone number for the Artist 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 Brush directly by calling 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 Brush 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 Artist 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 Artist.

4.4. Details of gift packages available for purchase (Gift Packages) will also be posted on the Website from time to time.

5. Complaints and Disputes

5.1. You agree that if you have any dispute with an Artist concerning them or the Appointment you will attempt to resolve it in the first instance by directly communicating with Brush during the Appointment. If you reach a settlement with the Artist, 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.

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 an Artist should make a refund or other payment to you and if we are holding funds, we may make the refund on the Artist’s behalf (but we are not under an obligation to do so). We have authority 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 Artists within 14 days of the date of your booking. If you make a complaint after we

have paid the Appointment Fees to the Artist 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 Artist.

5.6. An Artist 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 Artist.

6. Cancellation and Termination

6.1. In the event of the Artist cancelling the Appointment the Appointment Fee will be refundable. Furthermore, you agree that if an Artist 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 Artist'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 Artist and its owners and employees, other customers attending the Appointment and the Artist'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 Artist, its owners, employees or other customers in any way which could be deemed to be harmful to the

- business or reputation of Brush or do anything which might adversely affect our relationship with an Artist;
- 7.1.6. not attempt to contact an Artist 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 Brush 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 Brush attending your home or other 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 Artist 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 Artist or arising from an Appointment and we shall have no liability to you whatsoever for any act or omission of the Artist 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 6 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 Artist 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 prepaid 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.

13. Wedding bookings

13.1. Each Wedding booked through Brush includes a compulsory Trial prior to the confirmed wedding date.

13.2. The Trial is to be paid separately from the overall Wedding booking fee. Payment for this is due by bank transfer to the Artist no less than 24 hours before the Trial or by cash to the Artist on the day of the Trial, once the Trial has been completed.

13.3. Payment of the Wedding Trial is, under any circumstance, non-refundable. In the case of an unsatisfactory Trial Appointment, Brush will either arrange another Trial Appointment with You, with your acceptance, or will cancel your Wedding booking.

13.4. To secure the Wedding Booking Appointment a non-refundable deposit of 25% of the overall Booking fee is required no less than 30 days before the Wedding Date.

13.5. For Weddings and Trials outside the Berkshire area code, travel is charged at 45p per mile. Artists will endeavour to calculate the travel cost by the shortest available route.

13.6. Cost of Travel for both the Trial and the Wedding Booking will be calculated prior to each Appointment and added to the total amount payable. The travel fee includes any travel costs incurred such as congestion charge, car parking fees etc.

13.7. Our Artists will always endeavour to arrive to your Wedding Booking on time. Should the Artist arrive late to the Booking due to traffic, illness or any other factor outside of the Artists control, Brush and the Artist will organise necessary compensation, but will not be liable as a result of this.

13.8. Should you wish to cancel your Wedding Booking, we require cancellation detailed in writing no less than 30 days prior to the confirmed Wedding Booking date. If the Wedding Booking is cancelled any time after the required time limit the 25% of the overall Wedding Booking fee deposit will not be refunded.

13.9. Should you wish to amend any part of your Trial or Wedding Booking, please contact Brush Ltd, by the contact details provided on the website directly with as much notice as possible.