

Booking Terms and Conditions

Last updated November 2021

This is a summary of our key Booking Terms and Conditions. It should not be a substitute for reading the full version below.

The Services you can buy or book via Remix 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 Services from our Partners through our Website, App or Widget, 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 Services.

The contract for the Services is directly between you and the relevant Partner. We are not liable for the Services you receive from our Partners. However, please do let us know if you encounter a problem or if the Service you receive at a venue falls short of your expectations and we'll do our best to help.

- Please check all details and any restrictions relating to a Service thoroughly before booking.
- Please ensure that any medical or other allergy/health information is disclosed to Partners before your appointment or stay.

Remix reserves the right to deactivate a Customer's Remix 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 our Customer Experience team or employees of a Partner, either in communications via phone or email, or in person at the Partner's venue.

If you want to reschedule or cancel a Dated Booking (excluding Spa/Package Bookings) (and provided that rescheduling or cancellation (as applicable) is not prohibited by these Booking Terms and Conditions) this can be requested and completed by either:

- using your Remix account via the Website or the App (if available);
- following the link in your Order Confirmation email;
- directly with the Partner; or
- contacting our customer team [via this web form or email](#).

If you want to cancel an order for an eVoucher (and provided that cancellation is not prohibited by these Booking Terms and Conditions) you must contact our Customer Experience team [via this web form or email](#).

If permitted by these Booking Terms and Conditions, cancellations of Remix Gift Cards must be made by contacting our Customer Experience team [via this web form or email](#).

Rules regarding cancellation vary depending on whether you have purchased a Dated Booking, a Spa/Package Booking, an eVoucher or a Remix Gift Card.

- You may cancel a **Remix Gift Card or eVoucher** within 14 days of receiving your Order Confirmation - and we can offer you a full refund, unless you have already used it to book an appointment or stay or have redeemed it against another purchase.
- If you wish to cancel an **eVoucher** more than 14 days after receiving your Order Confirmation (but prior to its expiry), we can offer you a credit note for the amount paid, unless you have already booked an appointment or stay or have redeemed it against another purchase.
- You may cancel a **Dated Booking (except for Spa/Package Bookings)** provided the appointment is not due to take place in the next 24, 48 or 72 hours, as selected by the Partner. In such cases we can offer you a full refund. If, however the appointment is due to take place within the next 24, 48 or 72 hours, as selected by the Partner, you will not be entitled to a refund.
- If you have booked a **Spa/Package Booking**, this cannot be cancelled or rescheduled unless permitted by the Partner. It is therefore very important that you read the cancellation terms made available on the Website and App throughout the booking process carefully before booking any Spa/Package Bookings through our Website or our App.

If you want to talk to us, please get in touch with our team and we'd be happy to help: Contact: [web form or email](#). Post: Remix Hair & Beauty, 184 Broadhurst Gardens, London, West Hampstead, NW6 3AY

Full Version - Please read these Booking Terms and Conditions carefully before you complete any transactions via the Website, App or Widget as these Booking Terms and Conditions will apply to your transaction. 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 our Website, App or Widget to make a booking.

1. Defined Terms

1.1 For ease of reference the following terms shall have the following meanings in these Booking Terms and Conditions:

- a. **"App"** means the Remix Customer mobile application software available for download from iTunes and Google Play;
- b. **"Customer"**, "you" and "your" means you, the buyer of any Services;
- c. **"Dated Booking"** means an appointment at a specific time/date with a particular Partner for the provision of Services whether made via the Website, App or Widget, including Spa Bookings and Widget Bookings;
- d. **"eVoucher"** means an eVoucher sold on the Website, Venue or via our App which can be redeemed for the purchase of Services from our limited network of Partners who offer eVouchers;
- e. **"Order"** has the meaning given in section 3.1 below;
- f. **"Order Confirmation"** has the meaning given in section 3.4 below;
- g. **"Partner(s)"** means our selected third party providers of goods and services who offer their goods and services for sale via our Website, App or Widget;
- h. **"Partner Contract"** has the meaning given in section 2.3(b) below;
- i. **"Services"** means any products, goods and/or services of a Partner offered for purchase or booking via the Website, App or Widget;
- j. **"Remix Contract"** has the meaning given in section 2.3(a) below;
- k. **"Remix Gift Card"** means any gift card issued by Remix and which may be redeemed on the Website or the App to discount the purchase price of Services, in accordance with clause 9. Remix Gift Cards are available for purchase in the following denominations: £10, £25, £50, £100, £125, £150, £200 and £250;
- l. **"Widget"** means the web interface owned and provided by Remix which the Partner may embed on its own website and/or social media channel(s), and through which Customers can make Widget Bookings; and
- m. **"Widget Booking"** means a Dated Booking booked and purchased online directly with the Partner via the Widget. NB. It does not include bookings made on the Widget using the "Pay at Venue" option which Remix has no involvement in.

2. Introduction and relationship between you, us and third-party partners

2.1 This Website, App and Widget are operated by Remix Cuts & Colours Limited (Remix Hair & Beauty), a company registered in England under company number 8469674 and whose registered office is at 184 Broadhurst Gardens, London, West Hampstead, NW6 3AY ("**Remix**", "**us**", "**we**" or "**our**" for short).

2.2 The Website, App and Widget allow you to book and pay for a broad range of hair, beauty and spa services from a variety of providers (our Partners). Those Services are provided by our various Partners and not by us. The provision of the Services booked via our Website, App or Widget is the responsibility of the Partner which provides them. In the event you pay for Services via the Website, App or Widget, 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.

2.3 The legal implications of this is that when you purchase Services, with the exception of Orders made using the "Pay at Venue" option on the Widget where no binding contract is formed, it will create two binding legal contracts:

- a) a contract between you and Remix (under which Remix has certain responsibilities to you in relation to the purchase or booking) (the "**Remix Contract**"). That contract is made based on these Booking Terms and Conditions; and
- b) a contract between you and the relevant Partner in respect of the provision or supply of the Services which you book through the Website, App or Widget (the "**Partner Contract**"). That contract is subject to certain provisions of these Booking Terms and Conditions including the cancellation period selected by the Partner, which we will notify you of before you make a booking on the relevant Partner's page on the Website, App or Widget.

2.4 All Services available for purchase on the Website, App or Widget are offered by Remix on behalf of its Partners. That is, Remix takes and concludes your bookings as a commercial agent for its Partners. Therefore, we are not responsible or liable to you for the actual Services that are booked through the Website, App or Widget (including those Services purchased using Remix Gift Cards).

2.5 We amend these Booking Terms and Conditions from time to time as set out in clause 12. Every time you wish to make an Order on the Website, App or Widget, please check these Booking Terms and Conditions to ensure you understand the terms which will apply at that time.

3.Orders and how the contract is formed between you and us

3.1 There are two types of order ("**Order**") you can make on the Website or via our App: (a) Orders for Services and (b) Orders for Remix Gift Cards.

3.2 In respect of Orders for Services, there are two ways you can place your Order:

A) a Dated Booking; or

B) the purchase of an eVoucher (see further detail in clauses 5 and 7 below).

3.3 The Order process allows you to check and amend any errors before submitting your Order to us. Please take the time to read and check your Order at each stage of the Order process and before finally submitting your Order.

3.4 We are appointed as the commercial agent of the Partner to conclude Dated Bookings on its behalf and the Partner Contract will be formed when we send you a written confirmation (usually by email) ("**Order Confirmation**"). In respect of Orders for Remix Gift Cards and eVouchers, receipt of an electronic voucher (if earlier) will count as an Order Confirmation. Your Order Confirmation is your receipt from Remix. If you require a VAT receipt you need to contact the Partner directly. See clause 10.2 for more information.

3.5 For Dated Bookings (excluding Spa/Package Bookings), if you wish to reschedule your appointment details (time/date) (in whole or in part) after you have received an Order Confirmation, provided your appointment **is not due to take place within the next 1 hour** (or otherwise as determined by the Partner and as shown on the booking page before you make your appointment), then please either do so via the Website or App (if available), by following the link in your Order Confirmation, by contacting us [via this web form or email](#), or directly with the Partner, and we will endeavour to offer you a suitable alternative time and/or date. Please note that our ability and the Partner's ability to accommodate your request will be subject to the Partner's availability during the time you wish to reschedule. If we are unable to accommodate your request to reschedule your appointment, whether or not you are eligible for a refund will depend on whether or not your appointment is due to take place in the next 24, 48 or 72 hours (as determined by the relevant partner)

A) If your appointment **is not due to take place within the next 24, 48 or 72 hours** (as determined by the relevant Partner), your appointment will be treated as cancelled by you and you **will** receive a refund; or

B) If your appointment **is due to take place within the next 24, 48 or 72 hours** (as determined by the relevant Partner), your appointment will be treated as cancelled by you and you **will not** receive a refund. Please note you cannot reschedule your appointment details (time/date) (in whole or in part) where your appointment **is due to take place within the next 1 hour**.

3.6 If you wish to cancel an Order before you have received an Order Confirmation, please contact us [via this web form or email](#). If you wish to cancel a Partner Contract (i.e. if you wish to cancel an Order after you have received an Order Confirmation), please refer to our cancellation policy in clause 5 below.

3.7 Please note, as set out in our Website & App Terms of Use, we reserve the right to withdraw access to our Website and/or App and/or cancel any Order in the event that you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your account.

4.Services

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

4.2 All Services shown on the Website, App or Widget are subject to availability and the images and/or descriptions of the Services on the Website, App or Widget are for illustrative purposes only and actual 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 Website, App or Widget is accurate, complete and not misleading in any way but we cannot verify the information which they provide to us. It will be each Partner's responsibility to ensure that all of its Services listed on the Website, App or Widget are available and accurately described.

4.3 If you are a consumer, 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.

- 4.4 It is your (or the person receiving the Services) 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 Services (for example without limitation, allergy information and health issues). Subject to clause 11.3, if you (or the relevant recipient of the Services) fail to disclose any such information to the applicable Partner, neither Remix nor the relevant Partner shall be liable to you (or the recipient of the Services) for any injury, loss or damages resulting from the Services that could reasonably have been avoided if you (or the recipient of the Services) had disclosed that information prior to receiving the Services.

5 Cancellations

- 5.1 In addition to your other legal rights, you may in certain circumstances have the right to cancel a Partner Contract and/or Remix Contract (as applicable) and receive a refund or a credit note in accordance with the terms set out in this clause 5.

- 5.2 If you change your mind about an Order for a Spa/Package Booking, a Dated Booking (excluding Spa/Package Bookings), a Widget Booking, an eVoucher or a Remix Gift Card and wish to cancel it, the following cancellation terms apply:

A) **Spa/Package Bookings**

- (i) **IMPORTANT: SPA BOOKINGS MAY NOT BE CANCELLED AFTER YOU HAVE RECEIVED YOUR ORDER CONFIRMATION UNLESS THE RELEVANT PARTNER PERMITS SUCH CANCELLATION. PLEASE ENSURE YOU READ THE CANCELLATION TERMS CAREFULLY PRIOR TO MAKING YOUR ORDER AND ARE CLEAR AS TO WHETHER CANCELLATION OF YOUR ORDER IS PERMITTED BY THAT PARTNER OR NOT, AND THEREFORE WHETHER YOU ARE PREPARED TO PROCEED WITH ENTERING INTO THE PARTNER CONTRACT ON THAT BASIS.**

B) **Dated Bookings (including Widget Bookings but excluding Spa/Package Bookings)**

- (i) You may cancel (in whole or in part) a Dated Booking (excluding Spa/Package Bookings) up to 24, 48 or 72 hours (as determined by the relevant Partner) prior to your appointment taking place and we can offer you a full refund of the applicable amount via the original method of payment. However, if you cancel within the 24, 48 or 72 hours (as determined by the relevant Partner) prior to your appointment taking place, you will **not** be eligible for a refund.
- (ii) Cancellations of Dated Bookings (excluding Spa/Package Bookings) must be made by one of the following methods:
- (i) using your Remix account via the Website or by using the App (if available);
 - (ii) following the link in your Order Confirmation;
 - (iii) directly with the Partner; or
 - (iv) please contact us [via this web form or email](#).
- (iii) PLEASE NOTE THAT IN A SMALL A NUMBER OF CIRCUMSTANCES IT MAY NOT BE POSSIBLE TO CANCEL A DATED BOOKING BUT WE WILL DRAW THIS TO YOUR ATTENTION BEFORE YOU PLACE YOUR ORDER SO THAT YOU CAN DECIDE WHETHER OR NOT YOU ARE PREPARED TO PROCEED WITH ENTERING INTO THE CONTRACT ON THAT BASIS.
- (iv) PLEASE NOTE THAT NO REFUND WILL BE GIVEN WHERE A CANCELLATION IS ATTEMPTED 24, 48 OR 72 HOURS (AS DETERMINED BY THE RELEVANT PARTNER) OR LESS FROM THE TIME OF THE SCHEDULED APPOINTMENT.

C) **eVoucher:**

- (i) A refund of the applicable amount via the original method of payment is possible if you cancel (in whole or in part) an eVoucher within 14 days of receiving your Order Confirmation, provided you have not yet redeemed the applicable eVoucher by making an appointment for the Services with a Partner or by using it as credit for another purchase on the Website or the App in accordance with clause 3.2. We will grant any refund within 14 days of agreeing such refund with you in accordance with this clause 5.
- (ii) If you cancel (in whole or in part) an eVoucher more than 14 days after purchasing it, provided you have not yet redeemed the applicable eVoucher by making an appointment for the Service with a Partner or by using it to redeem against another purchase on the Website or the App in accordance with clause 3.2, and provided the eVoucher has not yet expired, you will be eligible

- for a credit note for the applicable amount, which must be redeemed on the Website or the App within three-six months of the date of issue of such credit note.
- (iii) If permitted by these Booking Terms and Conditions and the relevant Partner, cancellations of eVouchers must be made prior to expiry please contact us [via this web form or email](#).
 - (iv) PLEASE NOTE THAT WHERE AN EVOUCHER HAS EXPIRED YOU ARE NOT ELIGIBLE TO RECEIVE A REFUND OR CREDIT NOTE IF YOU ATTEMPT TO CANCEL.
 - (v) PLEASE NOTE THAT NO REFUND OR CREDIT NOTE WILL BE GIVEN WHERE A CANCELLATION IS ATTEMPTED ONCE AN EVOUCHER HAS BEEN FULLY REDEEMED, EITHER VIA AN APPOINTMENT WITH A PARTNER BEING BOOKED OR BY BEING REDEEMED AGAINST ANOTHER PURCHASE ON THE WEBSITE OR THE APP IN ACCORDANCE WITH CLAUSE 3.2.
 - (vi) PLEASE ALSO NOTE THAT WHERE A CANCELLATION IS ATTEMPTED ONCE AN EVOUCHER HAS BEEN REDEEMED IN PART, EITHER VIA AN APPOINTMENT WITH A PARTNER BEING BOOKED OR BY BEING REDEEMED AGAINST ANOTHER PURCHASE ON THE WEBSITE OR THE APP IN ACCORDANCE WITH CLAUSE 3.2, NO REFUND OR CREDIT NOTE WILL BE GIVEN IN RESPECT OF THE REDEEMED PART OF THE EVOUCHER.
- D) **Remix Gift Cards:**
- (i) A refund of the applicable amount via the original method of payment is possible if you cancel (in whole or in part) a Remix Gift Card within 14 days of receiving your Order Confirmation, provided you have not already used it to book an appointment or stay or redeemed it against another purchase. We will grant any refund due within 14 days of agreeing such refund with you in accordance with this clause 5.
 - (ii) If permitted by these Booking Terms and Conditions, cancellations of Remix Gift Cards must be made by contacting us [via this web form or email](#).
 - (iii) PLEASE NOTE THAT NO REFUND WILL BE GIVEN WHERE A CANCELLATION IS ATTEMPTED ONCE A REMIX GIFT CARD HAS BEEN FULLY REDEEMED, EITHER VIA AN APPOINTMENT WITH A PARTNER BEING BOOKED OR BY BEING REDEEMED AGAINST ANOTHER PURCHASE.
 - (iv) PLEASE ALSO NOTE THAT WHERE A CANCELLATION IS ATTEMPTED ONCE A REMIX GIFT CARD HAS BEEN REDEEMED IN PART, EITHER VIA AN APPOINTMENT WITH A PARTNER BEING BOOKED OR BY BEING REDEEMED AGAINST ANOTHER PURCHASE, NO REFUND WILL BE GIVEN IN RESPECT OF THE REDEEMED PART OF THE REMIX GIFT CARD.

6 Resolving Issues

- 6.1 We care about your experience and want to ensure we maintain the highest standards possible and so if you would like to make a complaint about one of our Partners or their Services, please either:
- (a) speak to the Partner yourself to try and resolve the issue;
 - (b) leave an honest review on the Website or via the App to reflect your experience; and/or
 - (c) please contact us [via this web form or email](#) and we'll do our best to help.
- 6.2 Following receipt of a complaint we will contact the Partner to try and resolve the issue on your behalf. If we are unable to resolve the issue following contact with the Partner, if we consider it to be fair in all the circumstances, we may at our sole discretion elect to:
- (a) give you a credit note for the disputed/complained about amount of your Order (to be redeemed on the Website or the App to reduce the purchase price of any Services); or
 - (b) as a last resort or in extreme circumstances and always at our sole discretion refund the disputed/complained about amount directly to you via the original method of payment. Please note that it might take up to 30 days to receive a full refund in such cases.
- 6.3 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 SERVICE(S) WHICH THE PARTNERS PROVIDE AND ARE UNDER NO OBLIGATION TO PROVIDE YOU WITH A REFUND OR CREDIT NOTE IN THE EVENT YOU ARE DISSATISFIED WITH SERVICES WHICH YOU HAVE RECEIVED FROM OUR PARTNERS.
- 6.4 In the event you have a negative experience with Remix or one of our Partners, you may be entitled to a credit note to spend on the Website and/or App equivalent to the full value of your Order (the "**Remix Guarantee**"). Please note that the following limitations apply to your ability to benefit from

the Remix Guarantee and Remix's decision to apply the Remix Guarantee remains at the sole discretion of Remix. **Please note that Remix is currently running a trial of the Remix Guarantee and it may be revoked at any time at Remix's sole discretion:**

- (a) it does not apply to Spa Bookings;
- (b) you will only be eligible for a credit note refund if it is claimed within two weeks of your appointment;
- (c) you can only claim a credit note refund pursuant to the Remix Guarantee a maximum of three times in each calendar year;
- (d) you will only be eligible if you attended your appointment;
- (e) credit notes will only be issued up to a maximum value of £50 per claim;
- (f) no cash alternative is available, the Remix Guarantee is strictly limited to a credit note to be redeemed against a purchase on the Website/and or App;
- (g) credit notes issued pursuant to the Remix Guarantee will expire 3-6 months from the date of issue.
- (h) it only applies to Dated Bookings (excluding Spa Bookings and Widget Bookings) paid for at the time of booking, in accordance with clause 10.3, and not for "Pay At Venue" bookings; and
- (i) it only applies to your first Dated Booking (excluding Spa Bookings and Widget Bookings) made at a particular Partner venue.

7 eVouchers

7.1 When you order an eVoucher, you will need to contact the Partner yourself in order to set the time and date of the appointment.

7.2 eVouchers are cancellable in accordance with the cancellation terms set out in clause 5.

7.3 The expiry date of an eVoucher will be set each Partner within our network of Partners offering eVouchers and can range from one month to 12 months. The expiry date can be found on the eVoucher itself. **Please check this carefully and if you are unclear as to the expiry date of your eVoucher please contact us [via this web form or email](#).**

7.4 Whilst eVouchers are initially allocated to a particular Service at a particular Partner, they are multipurpose and may be redeemed at any one of the Partners within our limited network offering eVouchers on the Website, subject to our cancellation terms as set out in clause 5. If you wish to redeem the eVoucher against another offer on the Website, please feel free to contact us [via this web form or email](#), and we will arrange for your eVoucher to be redeemed against an alternative Partner and/or Service within our network.

8 Remix GIFT CARDS/Vouchers

8.1 Remix no longer issues Remix gift vouchers online. If you have any queries regarding, please contact [via this web form or email](#).

9 Remix GIFT CARDS/Vouchers

9.1 Remix Gift Cards are issued by Remix. You may only redeem a Remix Gift Card against Remix for Orders placed online through the Website or App for Services or eVouchers. This means that we will reduce the purchase price payable for the Services or eVoucher(s) by the equivalent value on your Remix Gift Card. If the purchase price of Services is less than the value of your Remix Gift Card. (you will be required to create such a profile in order to use your Remix Gift Card for the first time).

9.2 Remix Gift Cards are only cancellable in accordance with clause 5. You cannot use a Remix Gift Card to:

- (a) pay for Services at a Partner's own/at the venue or on their own website;
- (b) purchase additional Remix Gift Cards; or
- (c) exchange the balance on a Remix Gift Card for cash/credit back.

9.3 All Remix Gift Cards are only valid for the period of three-twelve months after the date of their purchase. The expiry date of your Remix Gift Card will be printed on the accompanying gift (message) card or, if you have opted for e-delivery, included in the Remix Gift Card email itself.

9.4 You are responsible for keeping your Remix Gift Card safe and we do not accept liability for Remix Gift Cards that are lost, stolen, damaged or used without authority. If you are aware that a Remix Gift Card has been lost or stolen, you should contact us immediately [via this web form or email](#) and, provided the Remix Gift Card has not already been redeemed, we will cancel the Remix Gift Card and issue you with a new one.

10 Price and Payment

- 10.1 Prices and any applicable delivery and/or processing charges will be as quoted on the Website, App or Widget but may be subject to change by Remix or Partners at any time (in which case the Website, App or Widget will be updated accordingly) and it is possible that, despite our best efforts, some of the pricing and other information shown for certain Services is incorrect. If the Service's correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If your Order has been accepted and you have been sent an Order Confirmation before the pricing error was realized, if the pricing error is obvious and could reasonably have been recognized by you as a pricing error, we will provide you with the option of reconfirming your Order at the correct price, failing which the Order will be cancelled. Where an Order is cancelled, we will refund you any sums you have paid.
- 10.2 The Partner has full responsibility for accounting for VAT on the total value of the Order, where applicable. Remix does not charge you VAT on Orders as the Services are provided by the Partner, not by Remix. As a result, Remix cannot provide you with a VAT invoice in respect of your Order. You will need to contact the Partner direct to obtain a VAT invoice, where applicable.
- 10.3 Unless it is available and you have opted for "Pay at Venue" (see clause 10.7 below), payment for all Services must be made at the time of booking in pounds sterling by credit or debit card, or via a third party payment processor such as PayPal or by using the online payment facility ("**Payment Facility**"). If you do choose to pay via a third party payment processor, you will be redirected to their site to make payment and will be subject to their terms and conditions, privacy policy and other terms of use. **Please check those carefully before confirming your Order.** You will be responsible for protecting the confidentiality of your Website or App user ID and any password or other security information used by you to access your account on the Payment Facility. 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.
- 10.4 Payments made through the Payment Facility are processed by third party payment services providers. Remix takes reasonable care to ensure that the Payment Facility is available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to such Payment Facility, nor can we guarantee that the facility is virus or error free. We use third party payment service providers to process payments and because 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. Access to the Payment Facility 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 such Payment Facility and will do what we can to restore the facility as soon as reasonably possible.
- 10.5 If you pay for Services via the Payment Facility, Remix will collect the payment in its capacity as the commercial agent of the relevant Partner. Once Remix has successfully received your payment for the Services, this will discharge your debt to the Partner on whose behalf Remix has collected the payment.
- 10.6 For certain Dated Bookings, there may be an option for you to make a "Pay at Venue" booking. This means that you can make the Order but then pay for it directly to the Partner at the time of the appointment (i.e. not pay for the Order in advance through the Payment Facility). Please note, this option is not available in all circumstances. This option will only appear if the Order and the Partner are both eligible for "Pay at Venue".
- 10.7 Please note that when you make a "Pay at Venue" Order on the Website or App, you are still entering into a binding legal contract in respect of the Order and once your Order Confirmation is sent and the Partner Contract has been formed, you must pay the Partner in full when you (or the recipient of the Services) attend the appointment. If you fail to show up to an appointment that you have not paid for you will still be liable to the Partner for the full amount due under the Partner Contract, unless cancelled in accordance with clause 5. In all cases the Partner Contract will be subject to these Booking Terms and Conditions including the cancellation period selected by the Partner.
- 10.8 In the case of "Pay at Venue" Orders on the Widget, you are not entering into a binding legal contract in respect of the Order and therefore you and the Partner are able to cancel up until the time the appointment takes place. No Remix Contract or Partner Contract is formed.
- 10.9 We offer our Partners a "Payment Protection" service offering protection to the Partner in the event that you make a "Pay At Venue" Order and you subsequently do not show up to your appointment, or cancel or reschedule outside of the Partner's cancellation and rescheduling terms and clause 5 of these Booking Terms and Conditions ("Missed Appointment"). If we provide these Services to your selected Partner:

- (a) you will be notified that the Order will be protected in the event of a Missed Appointment on the booking page;
- (b) we will ask you to provide your card details to protect the Order prior to completing the booking;
- (c) in the event of a Missed Appointment, we will debit your card for the full (deposit) amount of the Order on behalf of the Partner.
- (d) If you attend your appointment as planned, your card will not be debited and instead you will pay in the Partner's venue at the time of your appointment by whatever payment method you choose. Our "Payment Protection" functionality will always be used in accordance with clause 10.4 and 10.5 above and be subject to these Booking Terms and Conditions.

11 Liability

- 11.1 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 Remix Contract.
- 11.2 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.
- 11.3 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 Our right to vary these Booking Terms and Conditions

- 12.1 We may revise these Booking Terms and Conditions from time to time in the following circumstances:
 - (a) if we change the process for accepting payment from you;
 - (b) if there are changes in relevant laws and regulatory requirements; and/or
 - (c) if there are any other changes to our business that reasonably mean we need to amend these Booking Terms and Conditions.
- 12.2 Every time you order Services or Remix Gift Cards via the Website, our App or via the Widget, the Booking Terms and Conditions in force at that time (and available for view on the Website, App and Widget and accepted by you at check-out) will apply to the Remix 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.

13 General

- 13.1 All communications and notices from you must be sent [via this web form](#) or by post to Remix, 184 Broadhurst Gardens, West Hampstead, London, NW6 3. Remix may communicate and give notice to you via post, email or by posting notices on the Website, App or Widget.
- 13.2 Please note our customer support hours are: 11am-6pm Monday to Friday, 11am-6pm on Saturdays and 11am-4pm on Sundays and Bank Holidays (closed Christmas Day and New Years' Day).
- 13.3 Remix reserves the right to deactivate a Customer's Remix 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 our Customer Experience team or employees of a Partner, either in communications via phone or email, or in person at the Partner's venue.
- 13.4 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.
- 13.5 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 Services via the Website, App or Widget.