



Hauora at Home

Booking Terms and Conditions

Please read these terms and conditions carefully.

We are Hauora at Home.

The following Terms of Use and any documents referred to below (all such terms and documents together referred to as the Terms) govern the legal relationship between you and Hauora at Home in relation to your use of our web application (accessible at the URL www.hauoraathome.co.uk – the Site). The Site being the Platform and all as further defined below. Your use of the Platform and any Therapist Services arranged through the Platform shall be governed by these terms and conditions, save where explained below that any matters are solely between you and a relevant Therapist and do not involve Hauora at Home. By using the Platform and/or booking any Therapist Services you agree to be bound by these terms and conditions. If you do not agree to any of these terms and conditions you must stop using the Platform and/or any Therapist Services.

Definitions

- Booking means the booking of Therapist Services by a Client and the confirmation of acceptance of that booking by a Therapist, in each case through the Platform;
- Cancellation and Refund Policy means our cancellation and refund policy, the current version of which can be viewed [here](#)
- Client or you means the individual who books Therapist Services through the Platform and to whom those Therapist Services are provided by a Therapist, your shall be construed accordingly;
- Client Charge means the total amount payable by the Client (the Therapist Fee and the
- Commission Commission means the commission payable to Therapist by Hauora at Home in respect of each Booking as described in the Fees section of these Terms;
- DBS means Disclosure and Barring Service and its successors;
- Intellectual Property means rights to inventions; copyright and related rights; trademarks, trade names, domain names, rights in get-up, rights to use and exploit, goodwill and the right to sue for passing off; unfair competition rights; rights in designs; all rights whatsoever in computer programs, firmware, 'apps' and other computer software and data; database rights; and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of,



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and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

- Privacy Policy means our privacy policy, the current version of which can be viewed [here](#)
- Reviews means a review provided by either a Client or a Therapist about the other in connection with Therapist Services. The type of information to be included in a Review will be requested by Hauora at Home from time to time at its discretion;
- Hauora at Home or we means Hauora at Home
- Site means the web application (accessible at the URL www.hauoraathome.co.uk)
- Therapist means the beauty professional introduced through the Platform to the Client for the provision of Therapist Services;
- Therapist Fee means the relevant fee payable in respect of Therapist Services (as detailed on the Site or App and in the Fees section of these Terms) to be paid by the Client to the relevant Therapist;
- Therapist Services means the beauty therapist services provided by Therapists to Clients as detailed on the Site or App from time to time.

Modification of Terms

We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms at any time without prior notice. You may review the latest version of these Terms [here](#). If we modify these Terms, we will post any changes on the Platform. By continuing to use the Platform or our Platform Services after we have posted modifications to these Terms, you are indicating that you agree to be bound by the modified Terms.

Interpretation

The headings in these Terms are inserted for convenience only and shall not affect their construction.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.



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Eligibility

The Platform and Platform Services are intended solely for persons who are 18 or older. Any access to or use of the Platform or Platform Services by anyone under 18 is expressly prohibited. By accessing or using the Platform or Platform Services you represent and warrant that you are 18 or older.

What we do and don't do

Hauora at Home provides Clients with the opportunity to enjoy a range of premium beauty therapy treatments in the comfort of their own home, holiday home or hotel by connecting them to a large network of independent Therapists.

Our Platform provides the technology through which we provide the Platform Services to facilitate introductions between Clients seeking Therapist Services and the Therapists who use our Platform. Our services are limited to making the Platform available, effecting introductions, managing Bookings and acting as a limited payment collection agent on behalf of Therapists for the collection of the Therapist Fee.

We do not provide Therapist Services and we do not employ any of the Therapists.

Neither we nor the Therapists are healthcare providers and neither we nor they provide any medical advice or medical treatments.

For quality control purposes, before allowing a Therapist to join our Platform we ask them to provide evidence that they have achieved NVQ level 2 in Beauty Therapy / Massage or higher and have appropriate insurance in place. However, we do not guarantee or warrant, and we make no representation whatsoever regarding, the reliability, quality or suitability of the Therapists.

We do not contract with Clients for the provision of Therapist Services. By booking Therapist Services through the Platform you are entering into a contract with the relevant Therapist for the provision of those services and we accept no responsibility or liability, nor do we make any warranty, representation or guarantee in respect of the Therapist's performance under that contract.

Booking Process

Through the Platform, Clients may book various Therapist Services at a time of their choosing. To make a Booking you should follow the instructions on the Platform and



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provide the necessary information. Hauora at Home uses reasonable efforts to find a Therapist able to provide that service at the requested time.

Fees

In respect of each Booking, Clients shall be required to pay the Client Charge (the amount indicated on the Platform at the time of booking), once the Booking has been confirmed.

We reserve the right to amend the Fees at any time at our discretion. The applicable Fees payable and method of payment shall be notified to you through the Platform at the time of Booking. A change in Fees shall not apply to any confirmed Bookings made prior to the publication of the revised Fees on the Platform.

Appropriateness of Therapist Services

You are solely responsible for ensuring the Therapist Services you choose to book are appropriate for you. You should make your Therapist aware of any pre-existing medical condition (whether physical or mental) prior to commencement of any session and which is relevant to performance of the Therapist Services you have requested. You will be asked by your Therapist to complete a consultation for each occasion you receive Therapist Services. It is your responsibility to ensure that the information you provide in response to the consultation is complete, accurate and up to date. If you have any doubt at all about whether a particular Therapist Service is appropriate for you, you should raise this with your Therapist and consult with a qualified medical practitioner before you proceed.

Client Conduct

We request that you treat all Therapists with courtesy and respect and that you provide them with a safe, clean and appropriate location to perform the Therapist Services. Therapists shall be entitled to refuse to perform Therapist Services if you have not provided a safe, clean and appropriate location for them or you behave towards them in a manner which is discourteous, disrespectful, abusive or otherwise inappropriate. We reserve the right to withhold access to the Platform Services at our absolute discretion if you behave towards any Therapist in a manner which is discourteous, disrespectful or abusive or which we otherwise deem to be inappropriate.



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Privacy and Data Protection

Your privacy is very important to us. All personal and other information we collect from you through the Platform shall be collected and processed in accordance with our Privacy Policy which can be viewed [here](#)

Using the Platform

The Platform is for your personal and non-commercial use only. The Platform is intended for use only by those who can access it from within the UK. We seek to make the Platform as accessible as possible. If you have any difficulties using the Platform, please contact us at hello@hauoraathome.co.uk

We may prevent or suspend your access to the Platform if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

Reviews

As part of the effective provision of the Platform Services and quality control purposes, we may request Reviews from you about Therapists and you consent that Therapists will provide Reviews about you to us. You must not knowingly provide false, inaccurate or misleading information in respect of Reviews.

Ownership, use and intellectual property rights

This Platform and all intellectual property rights in it including, but not limited to, any content on our Platform are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind, whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these terms and conditions. This means, for example, that we remain owners of them and free to use them as we see fit. Nothing in these terms and conditions grants you any legal rights in the Platform other than as necessary to enable you to access the Platform.

Provided that you have a valid account with us in respect of your access to and use of the Platform and in consideration of your agreement to be bound by these Terms, we grant you a single non-exclusive, non-transferable, revocable licence to use the Platform for your appropriate personal and/or internal business use and as permitted by law. You may not distribute, rent lease, lend, sell, transfer or sublicense the Platform or any part of it, nor copy, decompile, reverse-engineer, dissembled, attempt to derive the source code of, modify or create derivative works of the Platform or any part of it except



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to the extent as may be permitted by the licensing terms of any open sourced components included in the Platform or any part of it and to the extent that the foregoing restrictions are not prohibited by applicable law

Accuracy of information and availability of the Platform

While we try to make sure that the Platform is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Platform will be fit or suitable for any purpose. Any reliance that you may place on the information on this Platform is at your own risk. We may suspend or terminate operation of the Platform at any time as we see fit. Any content is provided for your general information purposes only and to inform you about us and our services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. While we try to make sure that the Platform is available for your use, we do not promise that the Platform is always available nor do we promise uninterrupted use by you of the Platform.

Disclaimer

We provide the Platform Services only. We are not liable or responsible for fulfilment of any Booking, for the performance of the Therapist Services by any Therapist or for any acts or omissions of the independent Therapists during their provision of the Therapist Services including any damage they may cause to property. We do not guarantee or warrant, and we make no representation whatsoever regarding, the reliability, quality or suitability of the Therapists. Nothing contained on the Platform, or communicated via the Platform Services constitutes, or is meant to constitute, advice of any kind. We are not a health care provider, nor do we provide medical advice or medical treatment.

References on the Platform to “Treatment” and “Therapy” do not refer to medical treatment or medical therapy. The information presented on the Platform is not intended to diagnose health problems or to take the place of professional medical care. Should you have a medical issue you should always consult with a qualified medical professional. We make no guarantee that the Platform or Platform Services are suitable for your intended use, error-free, timely, reliable, entirely secure, virus-free or available. We make no guarantee of particular results or outcomes by use of the Platform or Platform Services.

Limitation of Liability

By using the Platform or Platform Services, you agree to hold Hauora at Home free from liability or responsibility for any damage that might arise out of the transaction between



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you and any Therapists. Hauora at Home shall not be responsible for the conduct, whether online or offline, of any user of the Platform or Platform Services or any Therapists. We are not liable or responsible for any errors in, or failure to, provide Platform Services due to your error or failure to provide accurate and complete information. We do our best to keep disruptions to a minimum, however we may temporarily suspend the Platform and Platform Services from time to time. This may be due to maintenance, other administrative purposes or circumstances which are beyond our control including but not limited to acts of God, natural disasters, power failure, failure of any telecommunications or other data transmission system. We shall not be liable in these circumstances. To the maximum extent permitted by law, our liability shall be limited to the amount of Commission we receive in respect of a particular Booking.

Use of this Platform and the Platform Services is on an “as-is” and “as available” basis. In no event shall we be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of data, lost revenues, loss of goodwill, loss of anticipated saving or profits, or arising out of or in any way connected with the use or performance of the Platform, the Platform Services or Therapist Services, or with the delay or inability to use the Platform, Platform Services or Therapist Services, or with the provision of or failure to provide the Platform, Platform Services or Therapist Services. Nothing in these Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in these Terms will exclude or limit our liability in respect of any: death or personal injury caused by the negligence of Hauora at Home, fraud or fraudulent misrepresentation by Hauora at Home, or any matter which it would be illegal or unlawful for Hauora at Home to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Indemnity

You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, that arise from or relate to your use or misuse of, or access to the Platform and/or Platform Services or otherwise from your violation of these Terms.