

## EVÖQ BOOKING POLICY

At EVÖQ, we strive to provide exceptional service and a seamless experience for all our users. This Refund and Cancellation Policy outlines the terms and conditions for cancellations, refunds, and other related matters. By using our platform, you agree to abide by the terms outlined below. Please read this policy carefully to understand your rights and obligations.

### 1. General Terms

This policy applies to all users, including Service Providers, Clients, and Venue Owners. By using EVÖQ to book services or spaces, you acknowledge and agree to the terms of this policy. EVÖQ acts as a facilitator between Service Providers, Clients, and Venue Owners but is not directly involved in the provision or performance of services or the renting of spaces. Therefore, any refunds or cancellations must be addressed according to the terms agreed upon between the parties involved, subject to the conditions outlined below.

### 2. Refund Policy

Refunds are issued based on specific criteria established by the Service Provider or Venue Owner at the time of booking. The following conditions apply:

#### A. Service Provider Refunds

- **Eligibility for Refunds:** A Client is eligible for a refund if the Service Provider fails to deliver the agreed-upon service, does not show up for the scheduled appointment, or cancels the service without sufficient notice (as outlined in the Service Provider's cancellation policy).
- **Partial Refunds:** In some cases, if only part of the service is incomplete or unsatisfactory, a partial refund may be offered. The amount of the refund will be based on the extent of the incomplete service and at the discretion of the Service Provider.
- **Non-refundable Services:** Certain services, such as those provided on a non-refundable basis (e.g., digital products, pre-purchased consultations, etc.), may not be eligible for refunds. These conditions will be explicitly stated on the Service Provider's listing at the time of booking.

#### B. Venue Owner Refunds

- **Eligibility for Refunds:** A Client is eligible for a refund if the Venue Owner fails to provide the booked space as described, or if the space is not available for the specified date and time.
- **Non-refundable Bookings:** Some Venue Owners may offer non-refundable bookings, particularly for peak times or highly sought-after spaces. Clients will be informed at the time of booking whether the booking is refundable.

- **Cancellation Fees:** In some cases, if the Client cancels a booking within a specific period (as determined by the Venue Owner), a cancellation fee may be charged. The specific fee and time frame for cancellations will be clearly outlined by the Venue Owner at the time of booking.

### C. EVÖQ Facilitation Fees

- **Non-refundable Fees:** Any facilitation or transaction fees charged by EVÖQ in relation to booking services or spaces are non-refundable once the payment has been processed, regardless of whether the service or booking is ultimately completed.

## 3. Cancellation Policy

Cancellation terms are determined by the individual Service Provider or Venue Owner but must adhere to the guidelines outlined below:

### A. Service Provider Cancellations

- **Client Cancellations:** Clients may cancel their booking with a Service Provider according to the cancellation policy set by the Service Provider. This policy will specify the time frame within which a Client can cancel for a full or partial refund (e.g., 24 hours before the scheduled service).
- **Late Cancellations:** If a Client cancels outside of the specified cancellation window, the Service Provider may retain a portion of the payment as a cancellation fee. This fee will be communicated at the time of booking.
- **Service Provider Cancellations:** If a Service Provider cancels a service after confirming a booking, they must provide a full refund to the Client unless otherwise agreed upon between the parties involved.

### B. Venue Owner Cancellations

- **Client Cancellations:** Clients may cancel their venue booking according to the Venue Owner's specified cancellation terms. If the Client cancels within the allowed time frame, they will receive a refund (less any applicable cancellation fee). If the Client cancels outside the allowed window, they may forfeit part or all of their payment.
- **Late Cancellations by Venue Owner:** If a Venue Owner cancels a booking, they must provide a full refund to the Client. In cases where a Venue Owner cancels at the last minute, EVÖQ will assist in finding an alternative venue, if possible.

## 4. Refund Process

Refunds are processed in accordance with the terms of the booking. The process involves the following steps:

- **Initiating Refund Requests:** To initiate a refund request, Clients must contact the Service Provider or Venue Owner directly. If the issue is not resolved between the parties, Clients can escalate the issue to EVÖQ support for mediation.
- **Processing Time:** Refunds will be processed within [number of days] business days after a valid request has been made. However, the time it takes for the refund to appear on the Client's account may depend on the payment method and the financial institution involved.
- **Payment Methods:** Refunds will be credited to the same payment method used for the original transaction. If the original payment method is unavailable, EVÖQ will work with the Client to find an alternative solution.

## 5. Non-refundable Items & Services

Some services and items may be non-refundable based on the following criteria:

- **Non-refundable Services:** Services that are explicitly marked as non-refundable at the time of booking (e.g., digital services, customized work, etc.).
- **Deposits:** Certain bookings may require a deposit to secure a reservation. Deposits may be non-refundable, especially for high-demand services or events.
- **Late Cancellations:** Clients who cancel bookings outside of the Service Provider's or Venue Owner's cancellation window may not receive a refund, as per the cancellation policy agreed upon at the time of booking.

## 6. Disputes and Mediation

- **Dispute Resolution:** In the event of a dispute regarding a refund or cancellation, EVÖQ encourages Clients and Service Providers or Venue Owners to resolve the matter directly. If both parties are unable to reach an agreement, the dispute may be escalated to EVÖQ for mediation.
- **EVÖQ's Role:** EVÖQ acts as a neutral party and may assist in resolving disputes but is not responsible for determining the outcome of a refund request. Our decision is final in cases where we provide mediation, but we do not take responsibility for any financial loss resulting from the outcome.

## 7. Modifications to the Refund & Cancellation Policy

EVÖQ reserves the right to modify or update this Refund & Cancellation Policy at any time. Any changes will be communicated through the platform or via email, and the updated policy will be made available for review. Continued use of the platform after such updates constitutes acceptance of the revised terms.

At EVÖQ, we are committed to ensuring that our platform operates fairly and efficiently for all users. While we strive to prevent disputes, we understand that disagreements can sometimes arise between users, including Service Providers, Clients, and Venue Owners. This Dispute Resolution Policy outlines how disputes will be handled within our platform and the steps both parties should follow to seek resolution.

By using EVÖQ, you agree to comply with this policy and attempt to resolve disputes in accordance with the procedures outlined below. Please read this document carefully.

## 8. Scope of the Policy

This Dispute Resolution Policy applies to all users of the EVÖQ platform, including:

- Service Providers offering services (e.g., photography, videography, modeling, design).
- Clients booking services or spaces.
- Venue Owners listing spaces for rent.

Disputes may arise in various contexts, including but not limited to:

- Service or booking cancellations.
- Issues regarding payment, refunds, or charges.
- Disputes regarding the quality of services provided.
- Disagreements over booking terms or availability of space.
- Violations of the platform's Terms and Conditions or Community Guidelines.

## 9. General Principles

- **Good Faith Negotiation:** EVÖQ encourages all parties to resolve disputes amicably and in good faith. Most issues can be resolved by direct communication between the parties involved.
- **Timeliness:** Disputes must be raised in a timely manner. Delays in bringing up an issue may make it more difficult to resolve and could limit the options available for resolution.
- **Platform Role:** EVÖQ acts as an intermediary but is not directly involved in the execution of services or agreements between users. We provide support to facilitate resolution but do not guarantee a specific outcome.

## 10. Initial Steps for Resolving a Dispute

Before escalating a dispute to EVÖQ for mediation, users should attempt to resolve the issue directly:

## A. Direct Communication

- **Contact the Other Party:** The first step is for the aggrieved party (either the Client, Service Provider, or Venue Owner) to directly contact the other party to discuss the issue. EVÖQ recommends that all communication be conducted through the platform's messaging system to ensure that records are kept.
- **Provide Documentation:** The party raising the dispute should provide clear documentation or evidence supporting their claims (e.g., screenshots, receipts, contracts, or messages).

## B. Resolution Attempts

- **Negotiation:** Both parties should aim to negotiate a solution that works for both sides. This could include offering refunds, rescheduling services, or reaching a mutual agreement on compensation.
- **Time Frame for Resolution:** The parties should agree on a reasonable time frame to resolve the dispute. Typically, EVÖQ encourages users to reach a resolution within 7 business days of the dispute being raised.

## C. Outcome of Direct Negotiation

- If the dispute is resolved through direct communication, both parties must confirm their resolution in writing, ensuring that both parties are clear on the outcome.
- If the dispute remains unresolved after direct negotiation, the aggrieved party can escalate the matter to EVÖQ for mediation.

## 11. Mediation by EVÖQ

If direct resolution fails, the following process applies for mediation by EVÖQ:

### A. Escalation to EVÖQ

- **How to Escalate:** The user wishing to escalate a dispute to EVÖQ must submit a formal dispute request through our platform's support system or via email to [Support@evoqstudios.com]. The dispute request must include:
  - A description of the issue.
  - A summary of any prior attempts at resolution.
  - Any relevant documentation or evidence (e.g., correspondence, contracts, booking details).

### B. EVÖQ's Role

- **Mediation:** EVÖQ will review the submitted information and attempt to mediate the dispute. As a neutral party, EVÖQ will facilitate communication between both parties to help find a fair resolution.

- **Investigation:** In some cases, EVÖQ may require additional documentation or evidence to conduct a thorough investigation into the dispute. Both parties are expected to cooperate fully.
- **Resolution Outcome:** While EVÖQ will provide guidance and support during the mediation process, we are not obligated to make final decisions or impose binding resolutions. However, EVÖQ will make a recommendation based on the information available, and both parties are encouraged to follow it.

### **C. Time Frame for Mediation**

- EVÖQ will typically complete the mediation process within 10 business days of receiving the dispute request. However, this time frame may vary depending on the complexity of the dispute and the availability of all necessary information.

## **12. Binding Arbitration**

If a dispute cannot be resolved through direct communication or mediation, the following arbitration procedure applies:

### **A. Agreement to Arbitrate**

By using EVÖQ, users agree to resolve any unresolved disputes through binding arbitration rather than through court proceedings. This applies to all disputes, except those explicitly excluded by law.

### **B. Selection of Arbitrator**

- **Neutral Arbitrator:** The arbitration will be conducted by a neutral, third-party arbitrator chosen by both parties or, if the parties cannot agree, appointed by an arbitration organization agreed upon by both parties.
- **Arbitration Location:** The arbitration will take place in the United Kingdom, unless otherwise agreed by both parties.

### **C. Arbitration Procedure**

- The arbitration will follow the rules established by the chosen arbitration organization. Typically, this involves a review of written submissions, a hearing, and a final decision made by the arbitrator.
- **Final Decision:** The arbitrator's decision will be binding on both parties, and no further appeals will be allowed.

### **D. Costs of Arbitration**

- **Arbitration Fees:** Each party will bear its own costs of arbitration, including legal fees, unless the arbitrator determines that one party is responsible for the other party's costs.

- **EVÖQ's Fees:** EVÖQ does not charge any additional fees for mediation or arbitration, though users may be responsible for any costs incurred from arbitration organizations.

### 13. Limitations of Liability

- **No Responsibility for Outcomes:** EVÖQ is a neutral platform and is not liable for the outcome of any dispute. While we aim to facilitate the resolution process, we do not guarantee a favorable outcome for either party.
- **No Warranty:** EVÖQ makes no warranty or representation that disputes will be resolved to the satisfaction of both parties. Users are encouraged to resolve disputes in a fair and reasonable manner.

### 14. Confidentiality

- **Confidential Process:** All disputes, including mediation and arbitration, are confidential. Neither party may disclose the details of the dispute, mediation, or arbitration process to outside parties without the prior written consent of both parties, unless required by law.
- **Use of Information:** Information provided during the dispute resolution process will only be used for the purpose of resolving the dispute.

### 15. Prevention of Abuse

- **Abusive Dispute Requests:** EVÖQ reserves the right to suspend or terminate accounts for users who repeatedly initiate frivolous or abusive disputes. This includes disputes that are not raised in good faith or are designed to harass or intimidate other users.
- **Misuse of Dispute Process:** The misuse of the dispute resolution process may result in disciplinary action, including removal from the platform.

### 16. Updates to the Dispute Resolution Policy

EVÖQ reserves the right to modify or update this Dispute Resolution Policy at any time. Any changes will be communicated through the platform or via email, and the updated policy will be made available for review. Continued use of the platform after such updates constitutes acceptance of the revised terms.

### 17. Contact Information

If you have any questions or concerns regarding this Booking Policy, please do not hesitate to contact us:

**Email:** [Support@evoqstudios.com]

**Address:** [86-90 Paul Street, London, EC2A 4NE]