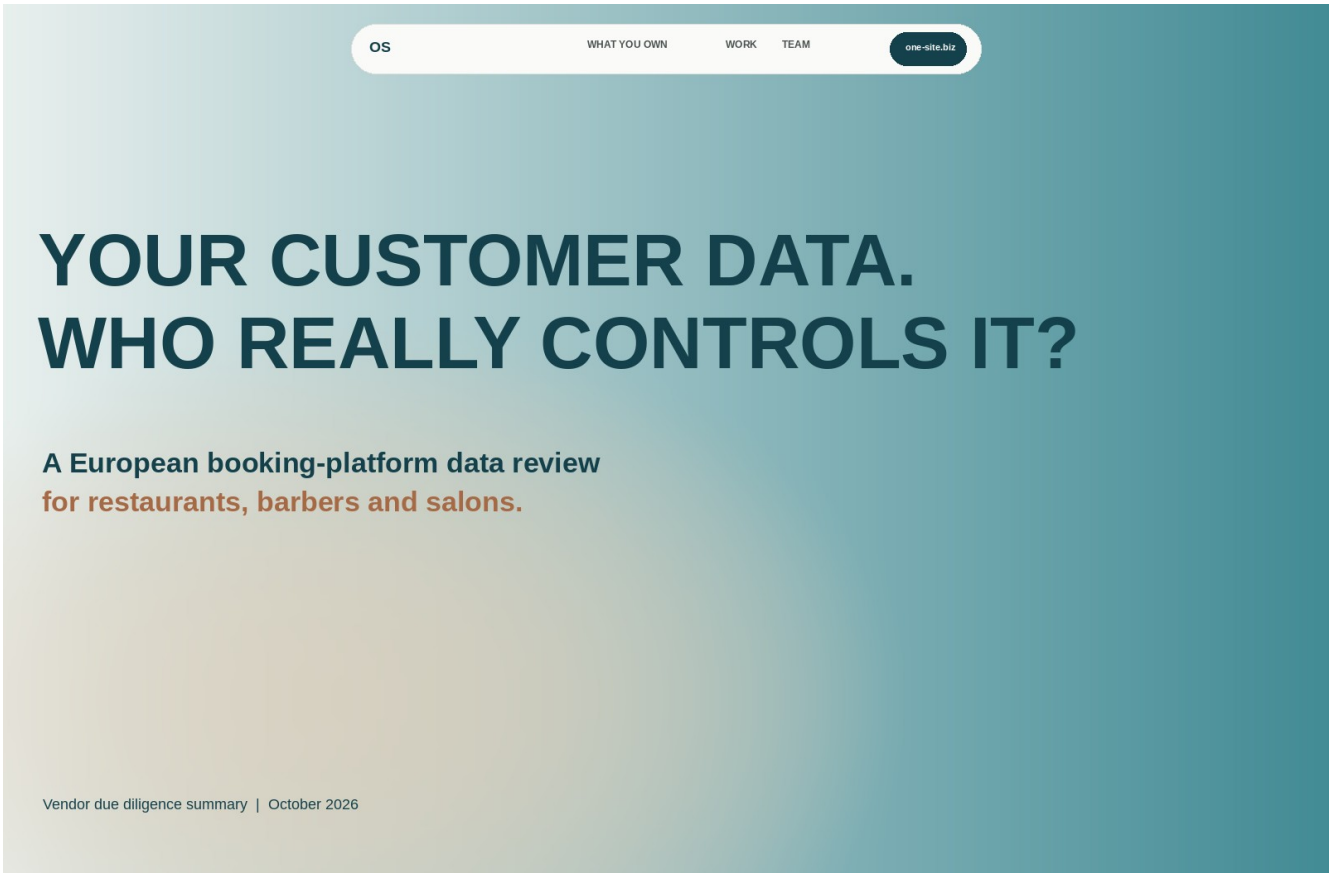


YOUR CUSTOMER DATA. WHO REALLY CONTROLS IT?

A European booking-platform data review
for restaurants, barbers and salons.

Vendor due diligence summary | October 2026

WHAT THIS REVIEW ANSWERS

Who controls the customer relationship? Who may use customer data for independent commercial purposes? And what changes when a booking tool also operates a consumer marketplace?

CORE IDEA

Ownership is not enough
The material question is whether the provider only processes merchant data on documented instructions, or also builds and controls an independent consumer relationship.

Platforms reviewed

Phorest ResDiary Zenchef Quandoo Treatwell Fresha Booksy OpenTable TheFork

Prepared from platform terms, privacy materials and DPA findings compiled in the source review. Assessment date: 2 October 2026.

EXECUTIVE SUMMARY

Two fundamentally different data models

Some booking systems primarily operate as software infrastructure for the merchant. Others combine merchant software with a consumer marketplace. That difference determines whether the provider merely processes customer data or also develops an independent data relationship with the same person.

01	02	03
PROCESSOR-FIRST	**DUAL ROLE**	**MARKETPLACE / JOINT**
Merchant controls the customer record; platform primarily acts as processor.	Platform is processor for merchant data and controller for separate consumer services.	Platform relationship is central to acquisition or booking and may involve joint control.

FINDING

The structural pattern

The more a booking platform behaves like a marketplace, the more likely it is to act as an independent controller for at least part of the consumer journey, even where the merchant still controls its own CRM record.

Practical reading of the reviewed platforms

- Phorest, ResDiary and Zenchef present the clearest business-centred models in the reviewed material.
- Quandoo, Treatwell and Fresha require role-by-role analysis because processor and independent-controller functions coexist.
- Booksy and OpenTable clearly combine merchant-side software with their own consumer relationships.
- TheFork is the clearest marketplace example in the source material: for platform/reservation-module bookings it describes TheFork and the restaurant as joint controllers.
- A merchant can control its own customer database while the platform simultaneously retains an independent consumer account, behavioural history or marketplace relationship.

MARKET COMPARISON

At-a-glance data relationship map

Data governance architecture, not an overall product ranking.

Platform	Segment	Merchant control	Independent platform use	Model
Phorest	Salon / barber	Very clear	Limited	**Business-centred**
ResDiary	Restaurant	Very clear	Mainly anonymised analysis	**Business-centred**
Zenchef	Restaurant	Expressly stated	Limited in reviewed positioning	**Business-centred**
Quandoo restaurant DB	Restaurant	Yes	Not within processor role	**Dual**
Treatwell	Salon / barber	Yes	Yes, in other roles	**Dual**

Platform	Segment	Merchant control	Independent platform use	Model
Fresha	Salon / barber	Uploaded merchant data	Yes - account / marketplace	**Dual**
Booksy	Salon / barber	Business data	Yes, clearly	**Platform + business**
OpenTable	Restaurant	Restaurant-owned data	Yes, clearly	**Platform + business**
TheFork	Restaurant	Shared / role-specific	Yes, clearly	**Marketplace / joint**
Quandoo marketplace	Restaurant	Restaurant retains its data	Separate consumer relationship	**Dual**

“Business-centred” means the reviewed material places the merchant customer record primarily under the merchant’s control. “Dual” means the provider can be processor in one context and independent controller in another. “Marketplace / joint” means the platform relationship is embedded directly in customer acquisition or booking.

HOW TO READ “OWNERSHIP”

Customer data is not a simple ownership question

The critical concepts are the data subject, the controller and the processor. Those roles determine who decides the purposes and means of processing, and whether the vendor may reuse identifiable data for independent purposes.

DATA SUBJECT	CONTROLLER	PROCESSOR
The customer. The individual retains statutory rights over personal data.	Determines why and how personal data is processed.	Processes personal data on documented instructions from the controller.

The better contractual question

CONTRACT

Do not stop at “the merchant owns the data.”
A stronger protection is to state that the provider may process merchant customer data solely on documented instructions and may not process it for independent commercial purposes.

Illustrative clause

> *“Provider shall process Customer Data solely on behalf of and according to the documented instructions of the Merchant and shall not process Customer Data for its own independent commercial purposes.”*

Why this matters: a platform can truthfully say that the merchant owns or controls its CRM data while also acting as controller for a separate marketplace account, behavioural profile or consumer service.

ARCHITECTURE

First-party software vs marketplace booking

PROCESSOR-FIRST

The merchant controls the customer relationship; software processes the data.



In a processor-first architecture, the vendor is primarily infrastructure. The merchant controls the purpose of the processing and the provider services that relationship.

DUAL-ROLE / MARKETPLACE



The same person can exist in two parallel data spheres: merchant CRM and platform account.

In a marketplace architecture, the same person can exist in two parallel data spheres: as the merchant's customer and as the platform's consumer user.

STRATEGY

Database control is not the same as relationship control

The issue is not necessarily "data theft". The issue is whether the provider becomes a second owner of the customer interface, attention and demand access.

BUSINESS-CENTRED PLATFORMS

Where merchant control is clearest

PHOREST
Salon / barber

Merchant position. Phorest states that the customer/salon has all right, title and interest in Customer Data it inputs, including data relating to its own customers.
GDPR role. The reviewed GDPR material describes the salon as controller and Phorest as processor.
Independent use. Customer data sharing with certain third-party integrations is described as consent-dependent.
Practical reading. Customer -> Salon -> Phorest. This is one of the clearest merchant-controlled models in the review.

Terms: https://www.phorest.com/gb/termsandconditions/
GDPR FAQ: https://support.phorest.com/hc/en-us/articles/360018528419-GDPR-FAQ

RESDIARY
Restaurant

Merchant position. ResDiary states that the venue is the controller of its customer data and describes itself as processor.
Independent use. The reviewed material refers to anonymised analysis for booking trends, user behaviour, product improvement and communications.
Practical reading. Guest -> Restaurant -> ResDiary. The relationship is substantially more restaurant-centred than a consumer marketplace model.

FAQ: https://resdiary.com/frequently-asked-questions

ZENCHEF
Restaurant

Merchant position. Zenchef expressly markets the proposition that guest and reservation data belongs solely to the restaurant.
CRM scope. The restaurant database can include identity, contact details, booking history, comments, preferences, favourite tables, dietary preferences and repeat visits.
Practical reading. The data is positioned as the restaurant's CRM rather than as a platform-owned consumer graph.

Guest insights: https://www.zenchef.com/user-stories/get-actionable-dining-insights
Help centre: https://help.zenchef.com/hc/en-gb/articles/203448372-What-s-my-customer-database

QUANDOO - RESTAURANT DB
Restaurant

Processor role. In the reviewed restaurant DPA, the restaurant is controller and Quandoo is processor.
Restrictions. Within that processor role, Quandoo is described as processing on restaurant instructions and not using data for its own purposes except where legally required.
Marketplace role. Quandoo also operates a consumer platform, so the restaurant database must be distinguished from Quandoo's separate relationship with its users.
Termination. The reviewed DPA version states that personal data is deleted within 30 days after the agreement ends.

DPA: https://restaurants.quandoo.com/en-nz/data-processing-agreement

MARKETPLACE AND DUAL-ROLE PLATFORMS

Where the platform has its own consumer relationship

TREATWELL

Treatwell

Treatwell can act either as controller or processor. In merchant-processing contexts the salon is controller, while Treatwell becomes controller for its own website, app and marketplace user relationship.

FRESHA

Fresha

For merchant-uploaded customer information, the reviewed policy says Fresha does not use that data for its own purposes and the partner is controller. Separately, Fresha can act as controller for account and marketplace functions, including consolidated booking history and consumer-facing profiles.

BOOKSY

Booksy

Booksy processes business customer data on behalf of the business in certain product contexts, but acts as controller for Booksy consumers. The reviewed material lists purposes including Booksy marketing, direct marketing, profiling/grouping, demand analysis, analytics, statistics, product development and statistical models.

OPENTABLE

Opentable

OpenTable states that restaurants own restaurant-entered data and guests own their data. At the same time, OpenTable generally acts as controller for its consumer services and uses information for service delivery, personalisation, communications, analytics, marketing, recommendations and improvement.

THEFORK

Thefork

TheFork is the clearest marketplace case in the source review. It describes itself as controller for data collected through its service and states that TheFork and the restaurant are joint controllers for personal data processed through platform/reservation-module bookings.

Full source links are consolidated on the final reference page.

COMMERCIAL STRATEGY

The deeper issue is customer relationship ownership

Data governance and demand ownership are related but different. A merchant may retain a CRM record and still depend on a marketplace for the customer's next booking. That gives the marketplace continuing control over discovery, attention and repeat demand.

	DIRECT / FIRST-PARTY	MARKETPLACE-MEDIATED
	Customer discovers your brand -> books on your site -> enters your CRM -> returns through your brand. The booking technology remains infrastructure behind the relationship.	Customer discovers you on the marketplace -> books -> receives the service -> returns to the marketplace for the next booking. The merchant gets the customer, but the marketplace retains access to the demand.
RELATIONSHIP	**The Booking.com / hotel dynamic applied to service bookings** The merchant can control its CRM record while the platform still controls an important part of discovery and repeat demand. That is a commercial dependency, not merely a GDPR issue.	

Questions a buyer should ask

- If a customer first books through the platform, can we fully export that customer and booking history?
- Can the platform market competing businesses to the same consumer based on marketplace behaviour?
- Does leaving the platform end the provider's relationship with that consumer, or only our merchant account?
- Can the platform link the person's activity across multiple merchants into a single profile?
- Does our own website widget create a merchant-first booking, a platform account, or both?

PROCUREMENT FRAMEWORK

15 controls to require in a booking platform or supplier agreement

01	Business is the sole controller for merchant customer data.	☐
02	Provider acts only as processor for merchant customer data.	☐
03	No identifiable merchant customer data may be used for the provider's own marketing.	☐
04	No competing merchant may be promoted using information derived from the customer's relationship with the merchant.	☐
05	No cross-business profiling based on merchant-controlled data.	☐
06	Full export of the customer database.	☐
07	Full export of booking history.	☐
08	Export of marketing consent and preference status.	☐
09	Export of transaction history.	☐
10	Explicit retention rules after termination.	☐
11	Deletion obligations after the agreement ends.	☐
12	Complete and current subprocessor list.	☐
13	Clear rules for transfers outside the EEA.	☐
14	Contractual separation between merchant data and marketplace data.	☐
15	No unilateral expansion of processing purposes without the required contractual/legal mechanism.	☐

CONCLUSION

What the review means in practice

Across the reviewed platforms, the clearest pattern is structural: software-first providers tend to preserve a cleaner controller-to-processor relationship, while marketplace-led providers tend to create an additional consumer relationship in which the platform acts as controller for its own purposes.

PRIORITY

Control #14: separate merchant data from marketplace data

A supplier can maintain a processor relationship for merchant data while simultaneously creating a separate consumer relationship through a marketplace. The contract should define exactly where one data sphere ends and the other begins.

Business-centred end of the spectrum

Phorest, ResDiary and Zenchef stand out in the source material for clear language that places merchant customer or guest data under the business's control. Their reviewed positioning is closest to a traditional software infrastructure model.

Dual-role middle

Quandoo, Treatwell and Fresha illustrate why role separation matters. The provider may be processor for merchant-controlled data while acting independently as controller for consumer-facing marketplace functions.

Marketplace-led end of the spectrum

Booksy, OpenTable and TheFork demonstrate the strategic importance of the platform's own consumer relationship. In these models, the merchant can receive and use customer data while the platform retains its own lawful relationship with the consumer for marketplace, personalisation, analytics, recommendations or marketing purposes, depending on the specific platform and context.

BOTTOM LINE

Do not evaluate only the phrase "you own your customer data."

Evaluate who controls each data flow, what independent purposes the provider reserves, what remains after termination, and whether the consumer relationship belongs to your brand, the marketplace, or both.

Scope note

This document is a structured English synthesis of the supplied review. It preserves the underlying findings and source framing rather than independently re-auditing every current contract term. Platform policies can change, and role analysis should therefore be refreshed when used for a live procurement or contract negotiation.

APPENDIX

Reviewed source set

Primary platform terms, privacy materials and DPA references used in the supplied review.

These links are consolidated here to keep the analytical pages clean and readable. They should be refreshed when the report is used for a live procurement or contract negotiation.

Phorest Terms: https://www.phorest.com/gb/termsandconditions/
Phorest GDPR FAQ: https://support.phorest.com/hc/en-us/articles/360018528419-GDPR-FAQ
ResDiary FAQ: https://resdiary.com/frequently-asked-questions
Zenchef guest insights: https://www.zenchef.com/user-stories/get-actionable-dining-insights
Zenchef customer database: https://help.zenchef.com/hc/en-gb/articles/203448372-What-s-my-customer-database
Quandoo DPA: https://restaurants.quandoo.com/en-nz/data-processing-agreement
Treatwell privacy policy: https://www.treatwell.co.uk/ajax/info/privacy-policy/
Fresha privacy policy: https://terms.fresha.com/privacy-policy
Booksy information obligation: https://booksy.com/en-gb/p/information-obligation
OpenTable privacy policy: https://www.opentable.com/c/legal/privacy-policy/
OpenTable data protection overview: https://www.opentable.com/restaurant-solutions/learn/built-to-protect/
TheFork legal / privacy: https://www.thefork.com/legal

USE

For live vendor selection
Re-check the current version date, controller/processor language, independent purposes, retention, subprocessors and data-export rights before signature.