



GLOW&DRY UK LIMITED
CLIENT / WEBSITE USER TERMS 2021

1. These Terms

1.1 These terms and conditions ("Terms") apply to all services ("Services") provided or arranged by us, GLOW&DRY UK HOLDING ("us", "we" or "Glow & Dry") 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.glowanddry.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 Glow & Dry 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 request appointments and other events and services ("Appointments") with our selectively vetted, qualified and insured stylists. These Terms do not apply to your attendance at an Appointment which is listed on the Website. The terms which apply between you and a stylist in relation to an Appointment are set out in our Stylist Terms and those additional conditions set out by the Stylist in their Appointment listing or which are agreed between you and the Stylist ("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 or new Stylist terms and conditions 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 below 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 any of the Stylist Terms 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 request an Appointment then you must review the details of the Appointment, including any specific Appointment Conditions listed by the Stylist before making the booking. You will then be required to pay the applicable fee charged by the Stylist for the Appointment ("Appointment Fee").



All bookings are inclusive of glow&dry 20% concierge booking fee.

3.2 Please note that the agreement relating to the provision of services at an Appointment is between you and the stylist 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 the Stylist 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 into a binding agreement with the stylist to attend the Appointment. We will send you a booking confirmation email ("Confirmation Email") with detailed instructions relating to the booking.

3.4 Corporate/ Event / On Set Booking Invoice Payments

glow&dry Limited Payment Terms & Conditions

Deposits & Cancellations

Please note cancellation and booking policy.

- 50% deposit is required prior to the booking.
- This is non- refundable if the paying party cancels at any time.
- Remainder of payment must be paid if job is cancelled within 7 working days of the booking date.

Invoicing & Payment Terms

Payable within 30 days – by law failure to pay will result in a £50 standard charge and 8% statutory interest being charged for each additional day, on full payable amount.

4. Appointments

4.1 You agree that the Website is a platform for advertising Appointments with our stylists 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 Stylist.

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 Stylist 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 Stylist.

5. Complaints and Disputes

5.1 You agree that if you have any dispute with a Stylist concerning the stylist or the Appointment you will attempt to resolve it in the first instance by directly communicating with glow&dry during the Appointment. If you reach a settlement with the Stylist 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 with the Stylist.

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

5.6 A Stylist 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 Stylist.

6. Client Cancellation and Termination

1. Stylist Cancellation

6.1 In the event of the Stylist cancelling the Appointment the Appointment Fee will be refundable. Furthermore, you agree that if a Stylist wishes to cancel an Appointment they may do so through us and our Website.

Client Home Booking Cancellation

6.2 If you, the client, cancels within 24 hours of the appointment 100% of the booking amount is non-refundable.



6.3 If you cancel an Appointment and would like to reschedule for an alternative time or date this can be arranged within 7 working days. If you have not rescheduled in this period 100% of the booking is non-refundable.

6.4 For the avoidance of doubt, it is the Stylist's responsibility to make any refund you are entitled to under clause 5 if these Terms (Complaints and Disputes).

Editorial & Corporate Booking Cancellations

6.5 If you the client cancels within 48hours of the appointment 100% of the booking amount is non-refundable.

6.6 If you cancel an Appointment, and would like to reschedule for an alternative time or date this can be arranged within 14 working days. If you have not rescheduled in this period 100% of the booking is non-refundable.

Weddings / Private Events & Deposits

6.7 A 50% deposit of the full event amount is taken on booking confirmation of date.

6.8 100% of the payment amount is due 14days prior to the confirmed booking date.

6.9 If you the client cancels prior to 30days of the event 50% of the booking amount is non-refundable.

6.9 If you the client cancels within 14days of the appointment 100% of the booking amount is non-refundable.

6.10 If you cancel an Appointment, however would like to reschedule for an alternative time or date this can be arranged within 28 working days. If you have not rescheduled in this period 100% of the booking is non-refundable.

6.11 A 50% deposit of the full event amount is taken on booking confirmation.

6.12 Within 14days 100% of the payment amount is due, If you the client cancels within 14days of the appointment 100% of the booking amount is non-refundable.

Waiting Time Chargeable Amounts

6.13 If you, the client is running late anything over 30mins, you will be charged an extra 50% of the total payable booking for this time will be charged.

6.14 If you, the client are 1hour late 100% of the booking amount for the hour will be charged, to your card on file.

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 Stylist and its owners and employees, other customers attending the Stylist and the Stylist'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 Stylist, its owners, employees or other customers in any way which could be deemed to be harmful to the business or reputation of Glow & Dry or do anything which might adversely affect our relationship with a Stylist;
- 7.1.6 Not attempt to contact a Stylist 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 Glow & Dry 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 all Appointments that involves a Stylist 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 Stylist 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 Stylist or arising from an Appointment and we shall have no liability to you whatsoever for any act or omission of the Stylist 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 12 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 Stylist 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 pre-paid 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.

GDPR PRIVACY POLICY 2020

1. **glow&dry** are committed to maintaining a trusted relationship with our customers and visitors. For example, we do not sell or trade lists of our customer or visitor data with third parties for marketing purposes. Explaining what data of yours we collect, what we do with it, in what limited circumstances we may disclose it to others and how we keep it all secure.
2. **Data we collect** Website cookies we store a cookie - a small file on your computer - so we can tell who you are if you have logged in to our site and then show you the information relevant to you.
3. **Google analytics** When you visit our site we use a third party service Google Analytics to collect standard logging information such as what pages are visited and in which order. We use this to analyse customer and visitor behaviour as a whole and we do not collect, or instruct Google to collect personal information that can identify you.
4. **Mailing Lists** On our site you can subscribe to our newsletter. When you do this we collect some information - your email address and name so that we can keep you up to date with glow&dry news and special offers. You can also sign up to our newsletter mailing list when you register with us. We will explicitly ask you for permission to do this when do.
5. You can unsubscribe to our newsletters, and manage your contact preferences at any time by clicking the link in the bottom of every email, or contact our support at booking@glowandry.com
6. **Registering with us and making a booking**
When you register with us you become a customer, and we will then store the information you supply such as your name, email address and telephone number. This information is stored in our private database which is hosted in a private network with no public access, using security and encryption technologies that are compliant with Payment Card Industry regulations.



When you make a booking with us we also collect information such as your address and any other information you may supply at the time. We share this information with our therapists so that they can perform the booking for you. We also store this information so we can show you a history of bookings you have made on our app and website. We never share your personal information with any other company without your consent. Your information is not stored on our systems, and instead is stored directly with our payment service provider Stripe. As a global leader in card payment services, we trust them to look after our customer's card data.

Access to your personal information

You are entitled to view, amend or delete the information about you that we hold. To do this please email our team at booking@glowandry.com. By law we have to action this within one month of your request though we will nearly always do this asap!

Changes to this policy This policy was last updated in June 2020. This policy is subject to changes, and the most up to date version can always be found at www.glowandry.com