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GLOW&DRY UK LIMITED

USER TERMS AND CONDITIONS

By registering for, or by using the Glow & Dry website www.glowandry.com and/or associated applications, or by using our services, you agree to be bound by the terms and conditions herein (including all policies), each as may be modified from time to time. If you do not agree to these terms and conditions, you shall not be permitted to use our services, website and/or associated applications.

1 THESE TERMS

- 1.1 These terms and conditions (“**Terms**”) apply to all services (“**Services**”), bookable stylist appointments (“**Appointments**”) corporate events (“**Events**”), and private events (“**Private Events**”) provided or arranged by **GLOW&DRY UK Limited** (“**we**” “**us**”, “**ours**” or “**GLOW&DRY**”) to or for you (“**you**”, “**yours**” or the “**User**”). These Terms form a binding agreement between you and us (the “**Agreement**”).
- 1.2 These Terms govern your use of our website www.glowandry.com (“**Website**”) and our application (“**App**”). We are a technology service provider that facilitates a third-party booking platform allowing Users to book a range of Appointments with our registered stylists and therapists (“**Merchants**”) via our Website and/or App.

2 HOW TO CONTACT US

We are registered in England and Wales under company number 13023756 and our registered office at Meadow View Leyburn Road, Middleham, Leyburn, England, DL8 4PL. To contact us, please email enquiries@glowandry.com

3 REGISTRATION

- 3.1 Registration is not necessary to access our Website and/or App but you will need to register and create an account with us (“**Account**”) to book an Appointment.
- 3.2 To register or make a booking, you will need to provide us with your name, address, email address and credit or debit card details (and any other information as requested by us, acting reasonably, from time to time). If any of the information you provide is incorrect, we shall not be liable to you for any loss or damage caused.
- 3.3 You will be asked to create a password when registering. You should keep your password confidential and not disclose it to any third party. We will not be responsible for any action taken by a third party to whom you have disclosed your password. If the confidentiality of your Account has been compromised, please contact us and we will suspend your Account.
- 3.4 Any personal information that you provide to us will be processed in accordance with applicable data protection laws and in accordance with our privacy policy, available at the following link: [Privacy Policy](#). By using our Website and/or App, you agree to and accept the terms of our privacy policy.

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4 **BOOKINGS AND PAYMENT**

- 4.1 To book an Appointment, review the details of the Appointment, Event or Private Event listed, including any specific Appointment Conditions, and pay the applicable fee listed by the Merchant for the Appointment ("**Fee**").
- 4.2 Once you have accepted the Appointment Conditions and paid the Fee, we will send a booking confirmation email to the email address provided ("**Booking Confirmation**"). Once we have sent the Booking Confirmation, a binding agreement is formed between you and the Merchant, and we shall have no further liability to you in respect of the Appointment.
- 4.3 For the avoidance of doubt, it is the Merchant's responsibility to make any refunds due to you under this Agreement.

5 **APPOINTMENTS**

- 5.1 Subject to clause 5.5, if you wish to reschedule an Appointment, you have 7 working days to do so. If you do not reschedule within this time, the Fee is non-refundable.
- 5.2 If you have any questions in relation to the Appointment, you can contact the Merchant through the chat function in the App or you can contact us.
- 5.3 Appointments shall be:
 - 5.3.1 fully refundable if cancelled up to 24 hours prior to the start time of the Appointment; and
 - 5.3.2 non-refundable if cancelled within 24 hours of the start time.
- 5.4 If you do not cancel an Appointment but fail to attend, you shall be liable for the full Fee.
- 5.5 For Appointments booked within 12 hours of the Appointment start time, Users have 10 minutes to amend the Appointment free of charge. If no amends are made within this timeframe, the Fee is non-refundable.
- 5.6 If the Merchant cancels the Appointment, any Fee paid by you will be refundable by the Merchant to you.
- 5.7 The Merchant may, with your consent, change the time and date of the Appointment at any time up to 24 hours prior to the Appointment provided that such changes are authorised by us.
- 5.8 You must attend your Appointment on time. If you are late to the Appointment, the following late payment fees shall apply subject to the availability of the Merchant being willing to stay longer to make up for the lost time:
 - 5.8.1 by 15 minutes or more, a late payment fee of 25% of the Fee;
 - 5.8.2 by 30 minutes or more, a late payment fee of 50% of the Fee; and
 - 5.8.3 by 1 hour or more, a late payment fee of 100% of the Fee.

If the Merchant is not able to stay longer to accommodate the full booking, your booking will be cancelled, and you will be charged the full Fee.

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5.9 You are responsible for any person who attends an Appointment with you or anyone that You have made a booking for (an “**Authorised Person**”), and for ensuring their compliance with this Agreement and the Appointment Conditions.

5.10 Whilst we endeavour to ensure the Appointments advertised on the Website and/or App are of a satisfactory quality, we offer no warranty or representation as to an Appointment’s suitability for your requirements. The description of any chosen Services on our Website and/or App has been provided by the Merchant and we offer no warranty or representation in relation to these details.

6 **CORPORATE & PRIVATE EVENTS**

6.1 A deposit of 50% of the Fee shall be taken on confirmation of the booking.

6.2 The remaining 50% of the Fee shall be taken 14 days prior to the Event unless the Event is booked within 14 days in which case 100% of the Fee will be taken on confirmation of the booking.

6.3 Events shall be:

6.3.1 fully refundable if cancelled up to 14 days prior to the Event; and

6.3.2 non-refundable if cancelled within 14 days of the Event.

6.4 If you wish to reschedule an Event, you have 30 days to do so. If you do not reschedule within this time, the Fee is non-refundable.

7 **YOUR OBLIGATIONS**

7.1 You must:

7.1.1 observe and act in accordance with this Agreement and the Appointment Conditions;

7.1.2 act with suitable consideration for the Merchant and the Merchant’s property;

7.1.3 whilst at the Appointment, not act in any way which is offensive, inappropriate, rude, illegal or which might cause distress to others; including, but not limited to, engaging in inappropriate behaviour, such as sexually suggestive remarks or advances, excessive drinking, drug use, and/or other inappropriate behaviour;

7.1.4 provide a safe environment in which the Services can be carried out;

7.1.5 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;

7.1.6 adhere to all health and safety guidelines distributed in accordance with your Appointments to ensure the safest possible treatment environment for you and your Merchant;

7.1.7 not deal with the Merchant in any way which could be deemed to be harmful to our business and/or reputation, nor do anything which might adversely affect our relationship with a Merchant;

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- 7.1.8 not attempt to contact a Merchant directly until a booking has been confirmed in a Booking Confirmation;
- 7.1.9 not attempt to make a booking directly and/or otherwise contact a Merchant outside of the Website and/or App; and
- 7.1.10 only provide us with credit or debit card details for which you are the account holder.

7.2 You may be liable to the Merchant if you fail to provide a safe environment in which the Services can be carried out.

8 COMPLAINTS AND DISPUTES

- 8.1 Any disputes should be resolved in the first instance via direct communications with the Merchant. If you reach a settlement with the Merchant which involves a full or partial refund, you are required to inform us of the details of this within 24 hours. Once we have confirmed the agreed settlement with the Merchant, we will issue the User with the agreed refund on behalf of the Merchant. Any payable third party fees (e.g: Stripe) will be deducted from the refund amount.
- 8.2 If you would like to make a complaint, you must inform us within 24 hours of the Appointment by contacting us and providing visual evidence of the complaint.
- 8.3 If we determine that a Merchant should issue a refund or other payment to you, and if we are holding funds on behalf of the Merchant, we may make the refund on the Merchant's behalf (but are not under an obligation to do so).
- 8.4 In the event that a dispute cannot be resolved between you and the Merchant, we shall not be liable to pay any compensation or refund to you in relation to an Appointment.
- 8.5 Please note that we release Fees to our Merchants within 14 working days after the date of your Appointment. If you make a complaint after we have paid the Fees to the Merchant then we (on behalf of the Merchant) will not be able to offer any financial compensation or refund.
- 8.6 If you are unable to substantiate a complaint or if you fail to co-operate with us, then we will release the Fee to the Merchant, and you will not be eligible for a refund.

9 TERMINATION AND SUSPENSION

- 9.1 We may terminate this Agreement and your Account or suspend your Account at any time if you are (or we suspect that you are) in breach of this Agreement.
- 9.2 If we suspend your Account or access to the Website and/or App 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 suspension by creating a new Account, we reserve the right to terminate this Agreement and any Account associated with you.
- 9.3 Upon termination, you will no longer be able to use our Services or make bookings through us.
- 9.4 If we terminate this Agreement and you have any outstanding bookings for which You have made pre-payment, we may refund you (at our sole discretion).

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10 LIABILITY AND INDEMNITY

- 10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 10.2 Subject to clause 10.1, 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.
- 10.3 For the avoidance of doubt, the liability excluded under clause 10.2 includes any loss arising from your dealings with any Merchant or arising from an Appointment, and we shall have no liability to you for any act or commission of the Merchant in connection with the Appointment or any booking made by you.
- 10.4 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- 10.4.1 your breach of the Terms of this Agreement;
 - 10.4.2 your breach of the Appointment Conditions; and/or
 - 10.4.3 your actions in relation to the Services, the Website and/or App, the Appointment or any booking.
- 10.5 Subject to clause 10.1, our total liability to you under or in connection with this Agreement shall be limited to £100.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 We are the owner of the licensee of all intellectual property rights in our Website and/or App and in all content and material published on it. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 11.2 GLOW&DRY is a registered trade mark under trade mark numbers UK00003820046, UK00003608597, UK00003464164, UK00004008737, UK00003464164 and UK00003893936. The use of these trademarks is strictly prohibited without our prior written approval.

12 USING OUR WEBSITE AND/OR APP

- 12.1 Our Website and/or App is for your personal and non-commercial use only and is intended for use only by those who can access it from within the UK.
- 12.2 We seek to make our Website and/or App as accessible as possible. If you have any difficulties using our Website and/or App, please contact us enquiries@glowandry.com.

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13 **ACCURACY AND AVAILABILITY**

We make reasonable efforts to update the information on our Website and/or App, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date or free from bugs or viruses. We do not guarantee that our Website and/or App, or any content on it, will always be available or be uninterrupted.

14 **ASSIGNMENT**

We shall be entitled to freely assign or sub-contract our obligations under this Agreement.

15 **GOVERNING LAW AND JURISIDCTION**

This Agreement, its subject matter and their formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over all claims (including non-contractual disputes and claims) brought under or in connection with this Agreement.