

GLOW&DRY UK LIMITED

USER TERMS AND CONDITIONS 2025

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.
- 1.2. These Terms govern your use of our website <u>www.glowandry.com</u> ("Website"). We are a service provider that facilitates a third-party booking platform allowing Users to book a range of Appointments with our registered stylists and therapists ("Suppliers") via our Website and/or our concierge team.

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 or concierge team, however 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. 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: www.glowandry.com. By using our Website and/or concierge service, you agree to and accept the terms of our privacy policy.

4. BOOKINGS AND PAYMENT

- 4.1. To book an Appointment, review the details of the Appointment, Event or Private Event listed, including any specific conditions set by the Supplier ("Appointment Conditions"), and pay the applicable fee listed by the Supplier for the Appointment ("Appointment Fee").
- 4.2. Once you have accepted the Appointment Conditions and paid the Appointment 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 Supplier, and we shall have no further liability to you in



respect of the Appointment.

- 4.3. For the avoidance of doubt, it is the Supplier's responsibility to make any refunds due to you under these Terms.
- 4.4. For Events and Private Events, glow&dry reserves the right to apply a discretionary fee where additional planning, co-ordination or on-the day-support is required ("Event Management Fee"). Event Management Fees are charged on a per-event basis, internal and will not be disclosed to Suppliers. Any enquiries regarding Event Management Fees should be directed to glow&dry by email at scarlett@glowandry.com.

5. CLIENT PAYMENT TERMS & CANCELLATION POLICY

- 5.1. You agree that if you wish to cancel a booking you may do so through glow&dry. We will act as the agent for the Supplier in dealing with any cancellation.
- 5.2. If we have received any payments in respect of a booking before an Appointment and such booking is subsequently cancelled by you, you will receive the appropriate refund (where applicable) as set out below.
- 5.3. For private bookings & at-home Appointments, payment is required in full to confirm the booking date and time, the cancellation policy is as follows:

5.3.1. Cancellations:

- 100% non-refundable if cancelled within 48+ hours prior to booking date & time.
- Client no-show or failure to attend = full Appointment Fee charged.
- Reschedule available on request within 7 working days of the date of the Booking Confirmation, with the same stylist, services, location otherwise non-refundable.

5.3.2. **Late fees:**

15+ minutes late: 25% additional charge

30+ minutes late: 50% additional charge

• 1+ hour late: 100% additional charge.

- If the Supplier is not able to stay longer to accommodate the full booking, your booking will be cancelled, and you will be charged the full Appointment Fee.
- 5.4. For Corporate Events, Weddings & Private Events, the deposit and cancellation policies shall be as follows

5.4.1. **Deposit**:

- 50% deposit is required to confirm the booking & hold the request date. The remaining 50% invoice amount is then due 28 days prior to the Event date.
- 50% deposit is 100% non-refundable upon date held, confirmation & deposit received.



If the Event is within 28 days full payment is due on confirmation & is non-refundable at this stage for 100% of the invoiced amount.

5.4.2. Cancellations:

- 50% deposit is 100% non-refundable upon confirmation & holding of the date.
- Full event cancellations must be submitted 28 working days prior to the Event.
- Rescheduling must be done within 28 working days, otherwise the Appointment Fee is non-refundable. The rescheduled Appointment must be for the exact requirements and stylists as previously confirmed. Subject to availability.
- All travel & international travel requests. All transport & accommodation must be booked & paid via the client. Full invoice payment required prior to stylist traveling to any UK or international destination.
- Stylist travel expenses must be paid via the client and will be invoiced post Event.
- If extra time & styling is required additional on the day, to which confirmed prior within the confirmation email. This will be charged post Event, alongside any late fees.

6. SUPPLIER CHANGES AND CANCELLATIONS

- 6.1. If the Supplier cancels the Appointment, any Appointment Fee paid by you will be refundable by glow&dry.
- 6.2. The Supplier 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.
- 6.3. Whilst we endeavour to ensure the Appointments advertised on the Website 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 has been provided by the Supplier and we offer no warranty or representation in relation to these details.

7. BRIDAL & WEDDINGS SERVICES

7.1. Bridal trials, travel and accommodation costs if required are not included within bridal services fees and will be quoted for separately.

8. YOUR OBLIGATIONS

8.1. You are responsible for any person who attends an Appointment with you or anyone that You have made a booking for, and for ensuring their compliance with these Terms and the Appointment Conditions.

8.2. You must:

- 8.2.1. observe and act in accordance with these Terms and the Appointment Conditions;
- 8.2.2. act with suitable consideration for the Supplier and the Supplier's property;

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- 8.2.3. 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;
- 8.2.4. provide a safe environment in which the Services can be carried out;
- 8.2.5. 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;
- 8.2.6. adhere to all health and safety guidelines distributed in accordance with your Appointments to ensure the safest possible treatment environment for you and your Supplier;
- 8.2.7. not deal with the Supplier 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 Supplier;
- 8.2.8. not attempt to contact a Supplier directly until a booking has been confirmed in a Booking Confirmation;
- 8.2.9. not attempt to make a booking directly and/or otherwise contact a Supplier outside of the Website and our concierge team;
- 8.2.10. only provide us with credit or debit card details for which you are the account holder.
- 8.3. You may be liable to the Supplier if you fail to provide a safe environment in which the Services can be carried out.
- 8.4. Non-solicitation, Non-Circumvention and Non-Compete Restrictions.

In consideration of the mutual promises between us, and intending to be legally bound, you acknowledge and agree that you are not permitted to, and will not, directly or indirectly:

- 8.4.1. solicit or entice away from glow&dry any stylist, or Supplier introduced to you by or on behalf of glow&dry, including (without limitation) for the purposes of providing the same or similar services to those provided by glow&dry generally, whether by yourself or through any affiliate or third party;
- 8.4.2. contact, deal with, transact, or otherwise be involved with any stylist, or Supplier introduced to you by or on behalf of glow&dry, except as directed by glow&dry;
- 8.4.3. circumvent, avoid, or bypass glow&dry in any transaction or arrangement, or deal, contract, or otherwise engage with any stylist, or Supplier introduced to you by or on behalf of glow&dry;
- 8.4.4. introduce any stylist, or Supplier introduced to you by or on behalf of glow&dry to any third party (including affiliates) who could reasonably be deemed to be a competitor of glow&dry;
- 8.4.5. approach any stylist, or Supplier for future bookings introduced to you by glow&dry. Should you wish to rebook, all such requests must be directed back



to the glow&dry team;

- 8.4.6. discuss or disclose any information regarding fees, rates or payment terms directly with any stylist or Supplier during any Appointment or interaction. All discussions or communications related to financial arrangements shall be conducted exclusively through glow&dry;
- 8.4.7. contact or solicit any Supplier or stylist of glow&dry during the term of engagement and for three years thereafter for the purpose of gaining business or providing similar products or services.

In each case, these restrictions shall remain in place for the duration of our engagement with you and for a period of three years thereafter.

9. COMPLAINTS AND DISPUTES

- 9.1. Any disputes should be resolved in the first instance via direct communications with the team at glow&dry. If we reach a settlement with the Supplier which involves a full or partial refund, we are required to inform you of the details of this within 72 hours. Once we have confirmed the agreed settlement with the Supplier, we will issue the User with the agreed refund on behalf of the Supplier. Any payable third party fees (e.g: Stripe) will be deducted from the refund amount.
- 9.2. 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.
 - 9.2.1. Complaints should be made in writing to <u>scarlett@glowandry.com</u> and include your name and contact details, a clear description of your concern or dissatisfaction and any relevant details, such as the date, location of service or specific issue encountered. Your feedback is invaluable to us, and we will always do our best to ensure your concerns are addressed in a professional and satisfactory manner. This does not affect your legal rights and remedies.
- 9.3. If we determine that a Supplier should issue a refund or other payment to you, and if we are holding funds on behalf of the Supplier, we may make the refund on the Supplier's behalf (but are not under an obligation to do so).
- 9.4. In the event that a dispute cannot be resolved between the Supplier, we shall not be liable to pay any compensation or refund to you in relation to an Appointment.
- 9.5. Please note that we release Appointment Fees to our Suppliers within 14 working days after the date of your Appointment. If you make a complaint after we have paid the Appointment Fees to the Supplier then we (on behalf of the Supplier) will not be able to offer any financial compensation or refund.
- 9.6. If you are unable to substantiate a complaint or if you fail to co-operate with us, then we will release the Appointment Fee to the Supplier, and you will not be eligible for a refund.

10. TERMINATION AND SUSPENSION

- 10.1. We may terminate these Terms and your Account or suspend your Account at any time if you are (or we suspect that you are) in breach of these Terms.
- 10.2. 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 suspension by creating a new Account, we reserve the right to terminate these Terms and any Account associated with you.

- 10.3. Upon termination, you will no longer be able to use our Services or make bookings through us.
- 10.4. If we terminate these Terms and you have any outstanding bookings for which You have made pre-payment, we may refund you (at our sole discretion).

11. LIABILITY AND INDEMNITY

- 11.1. 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.
- 11.2. 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, or lost or stolen items arising as a result of any Services.
- 11.3. For the avoidance of doubt, the liability excluded under clause 11.2 includes any loss arising from your dealings with any Suppliers or arising from an Appointment, and we shall have no liability to you for any act or commission of the Supplier in connection with the Appointment or any booking made by you.
- 11.4. 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, lost, damaged or stolen items, 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:
 - 11.4.1. your breach of these Terms;
 - 11.4.2. your breach of the Appointment Conditions; and/or
 - 11.4.3. your actions in relation to the Services, the Website, concierge team the Appointment or any booking.
- 11.5. Our total liability to you under or in connection with these Terms shall be limited to £100.
- 11.6. All of our Suppliers upon joining glow&dry provide their own insurance details, DBS Criminal Record Checks and signed NDA and non-compete documentation.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. We are the owner of licensee of all intellectual property rights in our Website, social media 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.
- 12.2. GLOW&DRY is a registered trade mark under trade mark numbers [UK00003820046, UK00003608597, UK00003464164, UK00004008737, UK00003464164 and UK00003893936]. The use of these trademarks is



13. USING OUR WEBSITE

- 13.1. Our Website 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 and worldwide.
- 13.2. We seek to make our Website as accessible as possible. If you have any difficulties using our Website, please contact us at <a href="mailto:englise-accessible-as-possib

14. ACCURACY AND AVAILABILITY

We make reasonable efforts to update the information on our Website, and 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.

15. ASSIGNMENT

We shall be entitled to freely assign or sub-contract our obligations under these Terms.

16. GOVERNING LAW AND JURISIDCTION

These Terms, 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 these Terms.