



glo wellbeing ltd and glo pamper ltd – Terms & Conditions of Business (Therapist).

Contracts between glo and the Therapist shall include these Terms and Conditions, glo's Code of Conduct and the specific Contract relating to each booking /appointment made for the Therapist.

These Terms and Conditions will apply to all future bookings with glo unless otherwise agreed in writing.

1 Definitions

1.1 In these Terms and Conditions the following definitions shall apply unless the context otherwise requires:

'Agreement' means any agreement entered into by glo and the Therapist for the provision of Services by the Therapist incorporating the terms of each contract and these Terms and Conditions;

'Contract' means the email which is sent to the Therapist by glo each time the Therapist is booked for a placement, event, or pamper party; which includes all the terms applied to that specific booking (the Contract Email) and the Therapist shall return an email confirming her acceptance (the Confirmation Email).

'Client' means the person(s), firm, or company who engages the Services of the Therapist
'glo' means glo wellbeing ltd and /or glo pamper ltd;

'Booking' means an event, pamper party or placement arranged by glo for the Therapist as specified in the Contract Email;

'Fee' means the price for the Services as specified in the Contract Email;

'Services' means the therapies or treatments provided by the Therapist at the Event

'Therapist' means the person(s), firm or company who shall supply the Services;

'Venue' means the venue at which the Services are to be provided details of which are set out in the Contract Email;

'Registration' means the initial registration of the Therapist by glo

1.2 In these Terms and Conditions and Agreements, references to the singular shall include the plural and vice versa and references to the masculine, the feminine and the neuter shall include each other such gender.

2. Application of Terms and Conditions:

2.1 These Terms and Conditions (and the contents of the contract terms) shall apply to any and all agreements for the supply of Services by the Therapist to the client at any time as arranged by glo to the exclusion of all other Terms and Conditions including any Terms and Conditions which the Therapist may seek to apply to any contract terms or similar document.

2.2 The signing of these Terms and Conditions or the return of the confirmation email sent by the Therapist at the start of the relationship between glo and the Therapist shall be deemed conclusive evidence of the Therapist's acceptance of this Agreement and agreement to abide by the contents of any contract.

2.3 The Therapist is not employed by glo and all Therapists are deemed to be self-employed. Further, this agreement shall not be deemed to create any partnership or joint venture between the Therapist and glo.

3. glo's obligations

3.1.1 glo shall:

3.1.2 record all relevant information of the Therapist as sent by the Therapist onto the



- database of glo and protect the information in accordance with the Data Protection Act;
- 3.1.3 make regular contact with clients using its reasonable endeavours to secure placements and/or work for the Therapist but without providing any warranty or undertaking in respect of securing and providing such work for the Therapist;
 - 3.1.4 use reasonable endeavours to make contact with the Therapist at the earliest opportunity when a request for the Services of a Therapist is received from a client providing full contract conditions and details of the work available to the Therapist along with timings, locations and fees payable to the Therapist. Any such contact shall be made to the latest contact details provided by the Therapist to glo or, if no details have been provided since registration, to the details provided at registration.
4. The Therapist's obligations
- 4.1 The Therapist shall:
 - 4.1.1. adhere to any time limits in respect of the provision of Services as required by glo and/or the Client.
 - 4.1.2 ensure correct and proper behaviour by the Therapist or any person accompanying them in any capacity whatsoever in accordance with the Therapist's terms in respect of the provision of the Services;
 - 4.1.3 be and at all times during the provision of the Services remain presentable, responsible and enthusiastic. No swearing, abusive, inappropriate, offensive or disrespectful language is to be used by the Therapist or anybody accompanying the Therapist at the Booking;
 - 4.1.4 ensure that they arrive at the Booking in a sufficient amount of time (30 minutes) prior to the time at which they are to commence providing the Services and glo reserves the right to withhold all or part of the Fee (in glo's absolute discretion) in the event that the Therapist fails to comply with the times and/or date of providing the Services at the Booking.
 - 4.1.5 not at any time during the provision of the Services be under the influence in any capacity whatsoever of alcohol or drugs of any kind whatsoever. Further, glo operates a strict non-smoking policy for all Therapists during the provision of the Services. In the event that the Therapist smokes during a designated break whilst providing the Services then she must do so in an appropriate and designated area (in accordance with current no smoking laws) and out of sight of the Client and/or their customers and clients;
 - 4.1.6 not at any time during the provision of the Services (including before, during and after the Booking), provide distribute or make available any promotional, marketing or other literature or any information whatsoever in any other format whether oral, written or electronic to the Client or any other third party in respect of the Therapist's Services whether the same as those provided by the Therapist on behalf of glo at the Event or otherwise. For the avoidance of doubt, this prohibition includes the wearing, use or distribution of any promotional clothing. In the event that the Therapist breaches the provisions of this clause 4.1.6 then glo reserves the right to immediately terminate this Agreement and to remove the Therapist from glo's database forthwith and without notice to the Therapist.
 - 4.1.7 notify glo immediately of any enquiry, discussion or approach in respect of the provision of Services whatsoever made to the Therapist before, during or after the Booking and the Therapist agrees not to enter into any contract or arrangement with the Client or any third party where such contract, agreement or arrangement resulted from such an enquiry, discussion or approach.
 - 4.1.8 inform glo immediately if the Therapist is unable to attend the Booking for any reason whatsoever.
 - 4.1.9 notify glo at least 3 months prior to, of any dates that the Therapist is unavailable to provide the Services for any reason whatsoever, including but not limited to, holiday.



- 4.1.10 respect the confidentiality of glo and the Client.
- 4.1.11 inform glo at the earliest possible date prior to the Booking if the Therapist is unable to provide the Services for any reason whatsoever. In the event of illness of the Therapist preventing the provision of the Services, a medical certificate must also be supplied. If any fee has already been paid by glo to the Therapist prior to the date of cancellation, then this Fee shall be repaid immediately.
- 4.1.12 notify glo of any changes to their personal contact information in writing including, but not limited to, address, telephone number (including the Therapist's mobile telephone number), bank details and email address (payment notification is sent by glo to the Therapist by email).
- 4.1.13 undertake their own risk assessments in respect of the provision of their Services;
- 4.1.14 comply with any obligations set out in any Contract Email for any Booking, which are incorporated herein by reference;
- 4.1.15 notify glo or the Client using the contact details provided in the Contract Email if the Therapist is running late. A fine may be incurred at the sole discretion of glo if the Therapist does not arrive at the contracted arrival time set out in the Contract, or if the Therapist does not materially comply with the contents of the Contract Email in any other way (up to 30% of the fee).

5 Payment

- 5.1 In consideration of the Therapist providing the Services as set out in the specific Contract Email, glo agrees to pay the Therapist the Fee (including any agreed travel expenses) within 30 days after the date of the Booking, on the provision that a completed Registration form, the Confirmation Email returned and an invoice (as a word /pdf document) have been supplied to glo at least 7 days prior to the date the Fee is due.
- 5.2 glo will pay the Therapist by way of BACS. As such the Therapist agrees to provide glo with their relevant bank details in writing not less than 7 days prior to the date that payment of the Fee shall be made. Further, any future payments to the Therapist will be made using the previous bank details provided by them unless glo is notified otherwise in writing.
- 5.3 Full details of the Fee are set out in the Contract Email.

6. Cancellation

- 6.1 If the Client cancels the Booking for any reason whatsoever glo will use its reasonable endeavours to obtain a cancellation fee from the Client as glo in its absolute discretion considers appropriate. Glo shall have no obligation or duty to obtain such a cancellation fee and will have no liability to the Therapist in respect thereof if it decides not to pursue or is unsuccessful in obtaining a cancellation fee from the Client.
- 6.2 glo retains the right to cancel This Agreement with the Therapist without notice if, in glo's absolute opinion, the Therapist acts or fails to act in accordance with the terms of the Contract Email or in breach of the provisions of section 4, or otherwise causes distress, harm, damage or disrepute to glo, its agents, affiliates, other therapists and glo reserves the right to proceed with legal action against the Therapist.
- 6.3 This Agreement may be cancelled by glo or the Therapist by giving the other party not less than [30 days] notice in writing.
- 6.4 Cancellation fees ONLY apply to Bookings cancelled within 7 days prior to the date of the Booking

7. Liability and Insurance

- 7.1 The Therapist shall be liable for any and all loss, costs, expenses, damage or injury whatsoever and howsoever caused resulting from their acts or omissions.
- 7.2 The Therapist shall maintain at all times a suitable insurance policy covering public liability at a level of not less than £1 million. The Therapist shall, upon request, provide glo with documentary evidence of the existence and validity of such insurance at registration



and send relevant renewal documents.

8. Force Majeure

8.1 In the event that this Agreement cannot be performed or any of its obligations fulfilled for any reason whatsoever beyond the reasonable control of either party including, but not limited to, war, industrial action, floods, fire or access, then neither party shall be liable for such non-performance or failure to fulfil the obligations contained in this Agreement.

9. Intellectual property and Copyright

9.1 The Therapist shall not infringe any copyright, patent or other intellectual property right of glo, a Client or any other party in the provision of the Services and, in the event of infringement, shall indemnify glo from and against any and all damages, liabilities and costs incurred as a result of such infringement. If the Services are contrary to law or are objected to by any licensing or other public authority, glo shall have the right to decide in its sole discretion, either to cancel the Agreement or request the Therapist to change their provision of Services to remove the illegality or objections. In these circumstances glo shall have no liability whatsoever for the actions of the Therapist.

9.2 In the event of the Client requesting from the Therapist their consent to be photographed, sound recorded, video recorded or filmed whilst providing the Services, the Therapist agrees that such consent shall not unreasonably be withheld.

10. Confidentiality and Assignment

10.1 The Therapist shall at all times keep confidential all details and information provided by glo in respect of the Client or otherwise.

10.2 The Therapist shall not be entitled to assign or license her rights or obligations under this Agreement to any other person, firm or company without the prior written consent of glo.

11. Subsequent Engagements

11.1 For the avoidance of doubt these Terms and Conditions and the contents of any glo Contract Email terms shall apply to all future engagements and activities entered into between the Therapist and glo unless otherwise agreed in writing by glo. Any enquiries or future bookings arising from this Agreement should be made through glo.

12. Indemnity

12.1 the Therapist shall indemnify and hold harmless glo and the Client and shall keep them fully indemnified against any and all actions, proceedings, claims, demands, costs, losses and expenses which may be brought against or incurred by glo or the Client arising out of or caused by any breach of therapies or treatments not provided by the Therapist of any obligations or agreements herein contained.

13. Waiver

13.1 No waiver of any provision of this Agreement shall be effective unless made in writing. Any waiver by either party of a breach of any part of the Agreement shall not be considered as a waiver of any subsequent breach of the same or of any other term or condition.

14. Severance

14.1 If any provision of this Agreement shall be found at any time to be invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall in no way prejudice or affect the other provisions of this Agreement which shall remain in full force and effect.

15. Amendment

15.1 Any amendment or variation of this Agreement will not be effective unless agreed in



writing and signed by both parties.

16. Third parties

16.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party, which exists or is available apart from the Act.

17. Notices

17.1 A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by pre-paid first class post to the intended recipient's address given herein or to any other address supplied with reference to and in accordance with this clause to the other party hereto at their address for the purposes of Services under this Agreement.

18. Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.