

TERMS & CONDITIONS

This page (Our Terms of Business, Client Terms and Conditions, B2B Terms, and Conditions along with our Privacy Policy) tells you information about us and the legal terms and conditions on which we book appointments (appointments) sell any of the vouchers (vouchers) or packages (packages) listed on our website (site) or mobile app (app) to you.

These Terms will apply to any contract between us for the sale of Vouchers and /or Appointments or Packages to you. Please read these Terms carefully and make sure that you understand them, before ordering any Vouchers and/or Appointments or Packages from our site. We may amend these Terms from time to time. Every time you wish to order Vouchers, Packages and/or Services, please check these Terms to ensure you understand the terms which will apply at that time. Please note that before placing an order you will be asked to agree to the current Terms.

Please click on the button marked "I Accept" during the booking or sales process if you accept the Terms. If you refuse to accept these Terms, you will not be able to order any Vouchers, Packages and/or Services from our site or app. You should print a copy of these Terms for future reference. We will not file a copy of the contract between us.

CLIENT TERMS AND CONDITIONS

Your appointment is with your 'Specialist'. By booking your appointment, you enter into a contract on these terms and conditions with the Specialist for their supply of services to you in accordance with your booking.

Please note, Return to Glory Limited ('Return to Glory') provides booking and administration services to the Specialist and is not a party to this



contract. Return to Glory is not responsible for any act or omission of the Specialist or for any negligence on their part.

Return to Glory will deduct full payment for your appointment(s) by credit or debit card at the time of booking. The Specialist confirms that Return to Glory is collecting this payment on behalf of the Specialist.

You may cancel your appointment free of charge at any time up to 48 hours before the time scheduled for the appointment. To cancel any appointment, you must contact Return to Glory. Return to Glory will credit your card within 4 days of your cancellation. Any appointment cancelled or rescheduled less than 48 hours before the scheduled time for the appointment will not be refunded.

On the day of your treatment and before your treatment begins, you will be asked to sign a disclaimer form for insurance purposes. If you are under the age of 16, this disclaimer must be signed by your parent or, if appropriate, your guardian.

In the event that the Specialist is unable to attend your appointment, the Specialist reserves the right to appoint a suitably qualified substitute, approved by Return to Glory, to perform the services. You will be informed of this change by Return to Glory.

The privacy policy is below and is included at http://www.returntoglory.co.uk/Client/Privacy.aspx shall be applicable to these terms and conditions.

These terms and conditions apply to your Appointment booked through Return to Glory. Shortly after making this booking, you will receive a confirmation by email. If you do not receive a confirmation within 24 hours of making your booking, please contact Return to Glory at customerservices@returntoglory.co.uk.

ORDERS

Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.



After you place an order for Vouchers and/or Products, we will confirm that your order has been accepted by sending an email to the email address you provide on your registration form (Acceptance Email). The Acceptance Email brings into existence a legally binding agreement between us.

Whilst every effort is made to ensure that any amendments requested to orders after they have been placed are carried out, we cannot guarantee this.

If you have known contraindications or are pregnant please inform us in advance. We reserve the right to cancel an appointment without refund if contraindications are not advised in advance where we believe the safety of the client or the therapist is jeopardised.

PRICING AND AVAILABILITY

We take great care to ensure that prices are accurate, although all prices are subject to change prior to the agreement between us being formed.

It is always possible that, despite our reasonable efforts, some of the Vouchers and/or Services on our site or app may be incorrectly priced. If we discover an error in the price of the Vouchers and/or Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If you are shopping using the section 'My Account', the prices on your previous bookings may no longer be valid. However, the correct prices will be applied when you select an item from the shopping list and it is added to your current basket.

All prices include VAT where appropriate.

Prices are subject to a late evening fee after 8.30pm as advertised on the website or app.

VOUCHERS



Vouchers are available either as monetary vouchers or as Package Discount Vouchers, which can be redeemed against a specific treatment.

If you make a booking using a Monetary Voucher or a Package Voucher, and you cancel the booking within the *own contraindica* 48-hour cancellation period, the Voucher will be deemed null and void and you will not be entitled to use the Voucher in the future.

MONETARY VOUCHERS

Monetary Vouchers are only valid for a limited time and the Voucher must be used by the date shown on the Voucher. Please check your voucher to find out when to use it by.

If for any reason you wish to cancel your contract for a monetary voucher, you may do so within 14 days from purchase. Please make sure that you inform us of the order number, voucher number, reason for refund, and return any physical Vouchers to:

RETURN TO GLORY LTD

213 Haverstock Hill

London, NW3 4QP

Monetary vouchers are not exchangeable for any form of cash or credit alternative, and may not be accepted if they have been damaged, tampered with or altered in any way. We will not be liable to any person if a Voucher is lost, stolen or damaged in any way.

PACKAGE DISCOUNT VOUCHERS

Only selected treatments are available within your Package Discount Vouchers and they are listed on our site and on our app. The content of the packages cannot be changed and we reserve the right to replace any element of the Package Vouchers with an element of equivalent value.



All Package Discount Vouchers need to be pre-booked. When making a booking with a Package Discount Voucher, if you book additional treatments outside of the scope of your relevant Voucher a valid credit card number will be taken to secure the reservation.

Package Discount Vouchers are non-refundable and do not have an expiry date. Package discount vouchers are transferable and can be used towards gift vouchers.

HOW TO PAY

You can pay for Services and/or Vouchers using a debit card or credit card or via Paypal. Paypal is not available on the App.

All credit and debit card payments will be subject to validation checks and authorisation by the card issuer. Payment will be debited to your account before dispatch of your purchase.

If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

OUR LIABILITY

We only supply the Vouchers and/or Products for individual and private use. You agree not to use the Vouchers and/or Products you have ordered for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Sale Terms that is caused by an event outside our control (including but not limited to strikes, floods, natural disasters, terrorist attacks and failure of public or private telecommunications networks).



We do not in any way exclude or limit our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) Defective products under the Consumer Protection Act 1987.

COMMUNICATIONS BETWEEN US

If you wish to contact us in writing (which includes email), or if any clause in these Sale Terms requires you to give us notice in writing, you can send this to us by e-mail at customerservices@returntoglory.co.uk.

If we have to contact you or give you notice in writing, we will do so by telephone, e-mail or by pre-paid post to the address you provide to us in your order.

OTHER IMPORTANT TERMS

This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Each of the paragraphs of these Sale Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.



If we fail to insist that you perform any of your obligations under these Sale Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms are governed by English law. This means the purchase of Vouchers or Appointments through our site and app and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

These terms and conditions are governed by English law and subject to the exclusive jurisdiction of the English Courts.

CORPORATE TERMS OF BUSINESS

1. INTRODUCTION

1.1 In these Terms of Business ("Terms") the following expressions shall have the following meanings:

"Employment Regulations" means the Conduct of Employment Agencies and Employment Business Regulations 2003;

"Engagement" means the engagement undertaken by the Service to fulfil the role the Client has identified to us;

"Rate" means the total agreed amount payable to Return to Glory Ltd. We have identified to You for the provision of the Specialist which includes the Specialist's Remuneration, Employers' taxes and fees inclusive of VAT; Product inclusive of VAT

"Regulations" means the Working Time Regulations 1998;



"Services" means the services for which you undertake to provide a Specialist in the role that we have identified to you;

"Services" means the services for which you under take to provide your clients with inclusive of VAT.

"Unacceptable Behaviour" means, dishonesty, violent or abusive conduct, racist, sexist or obscene behaviour or any other serious breach of rules or codes of conduct for employees;

"Us", "We" and "Our" refers (as the context may require) to Return to Glory Ltd trading as Return to Glory;

"Specialist" means the person who will fulfil the Engagement;

"You" and "Clients" refers (as the context may require) to you, our client, who has sought to engage a Specialist/service/experience/product using Return to Glory;

- 1.2 These Terms govern the placement with Return to Glory of the Specialist/Service/Product. These Terms override any other terms we have agreed or anything else said or in writing unless such terms are in writing, signed by Us and specifically refer to these Terms.
- 1.3 We act as Agents for our Specialists. All Our Specialists contract to work through us to provide their services to you as an end client.
- 1.4 These Terms of Business will be accepted by You as an agreed client of services supplied to your through Return to Glory trading as "Return to Glory Ltd".

2. SERVICES & PRODUCTS

- 2.1 Taking into consideration the specific requirements for the Engagement, you will select the Specialist, who you deem to be the appropriate person in terms of skills, experience and availability.
- 2.2 You will provide Us with any relevant information pertaining to the service, product or experience as purchased, and confirmation of the



holding by them of any required authorisations or consents either prior to commencement of any or all services.

- 2.3 We acknowledge and agree to use reasonable efforts to provide You and your clients with services and Specialists who match the skills and experience required for the engagement, outline product as described by Return to Glory.
- 2.4 We will consider the Engagement accepted unless otherwise specified.
- 2.5 If during the Engagement, your Client terminates their relationship with You or wishes to stop the Engagement or is prevented by ill health or other circumstances, you shall use all reasonable efforts to provide Us with reasonable notice and if applicable a new engagement date.

3. UNSATISFACTORY OR UNACCEPTABLE WORK

- 3.1 If the service performed by the Specialist is not to a reasonable standard or the Specialist has been guilty of Unacceptable Behaviour, You will in the first instance, contact Us to discuss the issue and the appropriate steps to take.
- 3.2 If all parties agree that the Specialist's work and or Product is unsatisfactory then We will use all reasonable efforts to replace the Specialist with another Specialist.
- 3.3 If the Specialist commits any Unacceptable Behaviour We will withdraw the Specialist immediately and use Our best efforts to replace the Specialist with another Specialist and complete the agreed engagement without delay or failure.

4. SUPERVISION AND CONTROL OF SPECIALISTS

4.1 We will exercise all reasonable supervision and control of the Specialist and, where applicable, provide training in specific procedures and systems (including office and health and safety procedures).



- 4.2 You will notify Us promptly of any unsatisfactory work or Unacceptable Behaviour.
- 4.3 You agree to be responsible for the Specialist's work when they are under Your control.
- 4.4 We will comply in respect to the Specialist with all statutes, by-laws, codes of practice and legal or regulatory requirements (including, without limit, health and safety requirements) to which We are subject. By accepting this agreement We warrant that we have, and will at all times during the period of the Engagement have in place employers' liability insurance and public liability insurance all of which will be readily available for inspection on request by You.
- 4.5 You will notify Us of any particular health and safety issues and any requirements of law, regulation or a relevant professional body with which We must comply.
- 4.6 You hereby confirm that the Specialist is not supplied to you to provide cover (whether directly or indirectly) for any industrial dispute.

5. FEES

- 5.1 VAT is included within the agreed rate between You and Return to Glory.
- 5.2 We agree to reasonable rebates or refunds in respect to any failures to complete the engagement agreed.
- 5.3 You do not pay any expenses (incurred by the Specialist) in fulfilling the Engagement.
- 5.4 You are not responsible for the payment of the Specialist's Remuneration, including VAT (if any) chargeable by the Specialist.
- 5.5 We are not responsible for the payment of any products/product purchased directly from any external manufactures. Our agreement is exclusively between You and no other parties.
- 6. INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION



- 6.1 You shall each keep confidential all confidential information of the Client and shall only use or disclose such information in order to properly to perform our respective obligations under this Agreement or otherwise as required by law. We may each only disclose each other's confidential information to any of our employees, consultants or agents, so long as it is subject to obligations equivalent to those set. We shall each use our best endeavours to procure that any such employee, consultant or agent complies with such obligations.
- 6.2 The obligations of confidentiality in this Clause 6 shall not extend to any matter which has become publicly known otherwise than through Our actions; or was in Our written records prior to the start of the Engagement; or was independently disclosed by a third party entitled to disclose it.

GENERAL

- 7. Neither of us is made the agent of the other by these Terms of Business and we remain independent contractors.
- 8. No third party (including the Specialist) shall be entitled to enforce any terms of these Terms of Business.
- 9. You are not entitled to set-off any claims You may have against Us against any monies which are or may be payable to Us by You in connection with these Terms of Business or on any other basis.
- 10. We shall not be liable to You for indirect loss. We shall only be liable to You for direct loss to the level of the aggregate of Our fee element (but not the Specialist's Remuneration) of the Rate as agreed by both parties.
- 11. Nothing in this Clause limits our liability for death or personal injury or fraud.
- 12. This agreement will be subject to English law and the jurisdiction of the English Courts.



PRIVACY POLICY

We know that by choosing to book an appointment through Return to Glory, you've placed your trust in us. We also understand that you want the personal information you give us to be kept private as well as secure. The following statement is aimed at providing you with a comprehensive explanation of how we use any personal information obtained about you.

This Privacy Policy was most recently updated on 2nd June 2014.

THE INFORMATION WE COLLECT AND WHY

When you make a booking with one of Return to Glory's leading Specialists, we will ask for information such as your name, email address, telephone number, appointment address and credit or debit card details. All this is necessary to process your booking and notify you of confirmation of your appointment.

SAFETY AND SECURITY OF YOUR INFORMATION

Our site uses secure server software to protect your information whenever you make a booking or access your account information. This software encrypts all information you input before it is sent to us to minimise the risk of this being intercepted before it is received by us. We also follow a tight security procedure as required under UK Data Protection Legislation (the Data Protection Act 1998) to protect the information that we store about you from unauthorised access.

INTERNAL CONFIDENTIALITY

We protect your privacy in the following ways:

Access to Customer account information is limited to those who need access for the performance of their job.



We use full login and password controls on our internal admin and booking systems.

Confidentiality and database access controls are reviewed periodically and updated as required to further protect your personal data.

USE OF COOKIES

Our cookies do not contain any personal information about you and are used only to determine your browser and user preferences for our site. This helps us to provide you with the service that you desire and to enhance your browsing experience. However, if you prefer, you can set your browser software to not accept cookies. You should still be able to use our site without cookies enabled.

HOW WE USE YOUR PERSONAL INFORMATION

All the information we collect via our website or through correspondence with you may be used for the following purposes:

Dealing with bookings and accounts including supplying your name, telephone number and appointment address to your chosen Return to Glory Specialist in order to fulfil the appointment.

Research to improve our service offering.

Process payments, credit reference checking and fraud detection.

We may contact you using any of the following methods: email, telephone, SMS text message and other electronic messages such as picture messaging and post.

Depending on your selection when you make a booking, your personal information may also be provided to carefully selected third parties that may contact you by post or email with information or offers regarding their goods and services. If you do not wish your details to be shared with third parties, you must tick the opt out box online or let the booking agent know at the time of booking.



Any changes to our privacy policy will be posted on this site so that you may ensure that you are fully informed of your rights and can notify us of any changes to your preferences.

YOUR RIGHTS

If for any reason, you are unsure about the personal and account information we are holding in your name, please contact us on 0845 322 0437 or email enquiries@returntoglory.co.uk. We will happily review your file and update the records if required. You can contact our customer service team by email, phone or fax.

CHANGING OR REMOVING YOUR DETAILS

If at any time you wish to change or remove your details from our records please email enquiries@returntoglory.co.uk. If you have any comments or queries in connection with our privacy policy please email enquiries@returntoglory.co.uk or write to Return to Glory, 213 Haverstock Hill, London, NW3 4QP.