

# User Terms & Conditions

## Introduction

These terms of use (together with any documents referred to in them) tell you the terms on which you may make use of our website [www.buffnakedbutlers.co.uk](http://www.buffnakedbutlers.co.uk) or (the Site) or booking portal, whether as a guest or a registered user, and the connection service that we provide through them (Buff Naked Butlers).

Please read these terms of use carefully before you start to make any use of Buff Naked Butlers, as they will apply to your use of it. We recommend that you print a copy of these terms of use or save them to your computer or device for future reference.

By using Buff Naked Butlers, you confirm that you have read and accepted these terms of use and that you agree to comply with and be bound by them. If you do not agree to them, you must not use Buff Naked Butlers.

## Other Applicable Terms

These terms of use refer to our privacy & cookies policy, which sets out the terms on which we process any personal data we collect from you or that you provide to us, as well as information about the cookies and/or other similar technologies (for example, analytics) we use. By using Buff Naked Butlers, you consent to such processing and you warrant that all data provided by you is accurate.

## About Us

Buff Naked Butlers is an online platform, accessed through the Site or Portal, that connects users (such as you) with third party providers of semi naked butler services and certain other services as listed on the Site (Service Providers). It enables you to engage a Service Provider in your area for the provision of those services.

Buff Naked Butlers is a trading name of a Private Partnership - Jemma Palmer & Russell Davies (we or us). Our office address and main trading address is High Talland, Talland Rd. We are registered for VAT, our VAT registration number is 332917795.

You may contact us by using our email address [contact@buffnakedbutlers.co.uk](mailto:contact@buffnakedbutlers.co.uk)

# Disclaimer

Please note that we simply provide the facility to connect users (such as you) with Service Providers and allows them to be introduced. We do not, ourselves, provide any butler services or other services of the type listed on the Site as being provided by Service Providers and any contract for the provision of those services is between you and the relevant Service Provider (and not us). It is up to the relevant Service Provider to perform any services you request through us and you agree to comply with any terms of service that apply between you and the relevant Service Provider.

We do not employ the Service Providers (they are not our employees). They are independent from us and, unless otherwise specified in these terms of use, we are not responsible for, and make no representations, warranties or guarantees as to, the behaviour, acts or omissions of any Service Providers you engage through Buff Naked Butlers or the quality of the services they provide. If a Service Provider you engage through Buff Naked Butlers causes any damage to your property in the course of providing services to you, responsibility for such damage will rest with the Service Provider (and not with us).

If you have a complaint in relation to the services provided by a Service Provider, that complaint must be taken up with the Service Provider directly. If you are unable to resolve a dispute with a Service Provider or you cannot come to an agreement with a Service Provider, please contact us and we will use our reasonable endeavours to try to resolve the dispute by acting as a mediator.

We do take reasonable measures to ensure the suitability and quality of the Service Providers, including, without limitation, obtaining proof of identity and address and obtaining references. However, you acknowledge that, in carrying out any checks, we may be reliant on information supplied by third parties and we cannot guarantee that such information is accurate. We also cannot guarantee that any particular Service Provider is suitable for your purposes and you use Service Providers at your own risk, although we may remove a Service Provider from Buff Naked Butlers on the basis of any feedback you or other users provide in relation to that Service Provider if we deem it appropriate, but are under no obligation to do so.

If you wish to contact us in writing, have a complaint or are required to give us notice in writing, you can send this to us by email at [contact@buffnakedbutlers.co.uk](mailto:contact@buffnakedbutlers.co.uk) or by pre-paid post to our office address referred to above. If we have to contact you or give you notice in writing, we will do so by email to any email address you provide to us.

## Use of our Website

In consideration of you agreeing to abide by these terms of use, we grant you a non-transferable, non-exclusive licence to use the Website on any mobile

telephone or other handheld device (Mobile Device) controlled or owned by you. All other rights of the website are reserved by us and by our licensors and we remain the owners of the Website at all times.

Changes to these terms of use and updates to the Website

We may revise these terms of use at any time and you should check these terms of use from time to time to take notice of any changes we have made, as they are legally binding on you. We may also notify you of any changes by email. If you do not agree to any such changes, please stop using Buff Naked Butlers.

## Pricing and payment

When you first request the services of a Service Provider, you will be asked to provide us with valid credit or debit card payment details to pay for the services you request through Buff Naked Butlers. All payments arising from and in connection with the agreements brokered via Buff Naked Butlers shall be made via a licensed payment service provider ("Payment Service Provider") on the basis of a separate payment service contract. Buff Naked Butlers merely brokers this payment service contract, but is not itself involved in the payment processing and is not itself a party to the payment service contract. The User agrees that the data for payment processing are forwarded to the payment service provider.

The User shall pay the total price shown in the booking and accordingly enable the collection by the payment service provider. The payment service provider shall hold in trust the amount paid by the User or the amount collected from the User for the Service provider.

We also make a variable charge directly to our bartenders. You will receive an invoice billed by us on behalf of your event staff. The service providers are independent contractors and trade in business independently to us, they are free to negotiate their own fees.

We will bill you on behalf of your service provider. We will issue you with a single receipts/invoices which clearly sets out the total amount paid by you in respect of each booking. If any amount remains unpaid we reserve the right to charge reasonable admin costs and to charge interest (both before and after judgment) on the outstanding amount at the rate applicable to judgment debts under the Late Payment of Commercial Debts (Interest) Act 1998; (iii). We also reserve the right to cancel any existing or future bookings.

To the extent applicable, all fees are inclusive of VAT at the prevailing rate.

We will accept bookings without the complete address as this information is not always available at the time of booking. We will need at-least a partial postcode or nearest major town & county (within 10 miles of the actual location). We reserve the right to make an additional charge if the actual location is greater than

10 miles from the location provided at the time of quotation/booking. The full address should be provided as soon as possible.

In the event that you need to make any alteration to your booking (including, but not limited to, time changes, length of booking changes, venue change, date change & other amendments). We reserve the right to pass on any difference in rate change to you. In the event that you wish to make a change to your booking, please inform us at your earliest convenience so we can check with your allocated service provider to ensure this is possible

We will liaise with your allocated service provider and will endeavour to amend your booking as far as possible. However on some occasions this may not be possible. If we are unable to facilitate a requested change you will have the option to keep your existing booking without making any changes.

For amendments where we need to allocate a different service provider to accommodate the change you may incur a charge of £20.

## Booking process and cancellation

We collect your booking information on behalf of the service provider. As some bookings are made by telephone or online, there is a possibility that you or we could misinterpret what has been said or data may have been entered incorrectly. We will confirm all details by email. The email(s) will contain the venue address and postcode, the dates and time of booking, and other relevant information. It is your responsibility to carefully check these emails to ensure that all the information is correct. We will take no responsibility for any information which you have supplied incorrectly or failed to correct the information contained on your booking confirmation. We will send you the confirmation to the email address collected from you at the time of booking. It is your responsibility to ensure that you receive this confirmation.

We reserve the right to charge a cancellation fee as follows.

- if cancellation takes place more than 10 days before the scheduled start time of the service a charge will apply equivalent to your deposit amount plus a processing fee of £10. Payments made above the deposit are only refundable at our discretion.
- if cancellation takes place less than 10 days before the scheduled start time of the visit the full amount is due.

Cancellations direct with the relevant Service Provider are not permitted and will not be accepted.

If the Service Provider fails to attend the agreed location to provide the services requested, you will receive a full refund. If we have to cancel your booking prior

to the scheduled start time of the service you will also receive a full refund subject to the Force Majeure clause detailed below.

## Service Providers

You agree to treat Service Providers courteously and lawfully and to provide a safe and appropriate working environment for them in compliance with all applicable laws and regulations. You also agree to provide them with all reasonable information and co-operation required to enable them to provide the services you have requested.

We will notify you of your allocated service provider prior to your booking and provide you with the contact details. We reserve the right to make changes to the allocated service provider without prior notice.

By registering to use Buff Naked Butlers, you agree that all bookings between you and Service Providers will be made through Buff Naked Butlers and that you will not engage or employ any Service Provider you have previously booked through Buff Naked Butlers, or whose contact details you have received from us, to provide any Services other than through Buff Naked Butlers. If a Service Provider offers to provide Services to you other than through Buff Naked Butlers, you must refuse such offer and notify us immediately. If you accept any such offer or if you make a similar offer to a Service Provider, we will immediately withdraw your right to use Buff Naked Butlers (without any obligation to refund any fees already paid by you) and you will be required to compensate us in respect of any losses we suffer as a result up to a maximum of £500.

You also agree not to engage or employ any Service Provider you have previously booked through Buff Naked Butlers, or whose contact details you have received from us, to provide any Services for a period of six months after the date of termination of the legal agreement between us.

## Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in Buff Naked Butlers and in the material published on it. You acknowledge that you have no rights in or to Buff Naked Butlers or the technology used or supported by it other than the right to use it in accordance with these terms of use. If you use any part of Buff Naked Butlers in breach of these terms of use, your right to use Buff Naked Butlers will cease immediately.

You must not use any part of the content on Buff Naked Butlers for commercial purposes without obtaining a licence or other written consent to do so from us or our licensors. "Buff Naked Butlers" is a registered trade mark which belongs to the owners of Buff Naked Butlers. All rights in this trade mark, the Buff Naked Butlers domain name and all related domains and sub-domains and any other logos, service marks, brand names, trading names and/or trade marks appearing

anywhere on Buff Naked Butlers are reserved to their respective owners or licensors and nothing in these terms of use should be construed as granting any licence or right to use any of the foregoing.

## Your liability to us

You will be liable to us and will indemnify us for any breach by you of these terms of use or of any contract between you and any third party (including any terms of service that apply between you and any Service Providers you engage through Buff Naked Butlers). If you are a consumer, this means that you will be responsible for any loss or damage we (or any of our affiliates, personnel or associated third parties) suffer as a result of such breach, including any claims or legal proceedings brought against us by any other person as a result of such breach.

## Limitation of our liability

You acknowledge that Buff Naked Butlers has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of Buff Naked Butlers meet your requirements.

Unless otherwise specified in these terms of use, we will only be liable to you for any loss or damage (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising under, or in connection with, your use of, or inability to use, Buff Naked Butlers if such loss or damage is a foreseeable result of our breach of these terms of use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach of these terms of use or our negligence or if it was reasonably contemplated by you and us at the time of the agreement between us coming into effect as a possible result of such breach or negligence. If you are a business or an individual using Buff Naked Butlers in a business capacity, please note that:

- our maximum aggregate liability under, or in connection with, these terms of use (including your use of Buff Naked Butlers) whether in contract, tort (including negligence) breach of statutory duty or otherwise, shall in all circumstances be limited to the service fee paid by you to us.
- we will not be liable for: (i) loss of profits, sales, business or revenue; (ii) business interruption; (iii) loss of anticipated savings or interest; (iv) loss of business opportunity; (v) loss of or damage to data; (vi) loss of or damage to reputation or goodwill; or (vii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and

- to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Buff Naked Butlers or any content on it, whether express or implied.

If you are a consumer, you may only use Buff Naked Butlers for domestic and private use. You agree not to use Buff Naked Butlers for any commercial, business or resale purposes and, if you do, we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We will not under any circumstances be liable for:

- the behaviour, acts or omissions of any Service Providers you engage through Buff Naked Butlers or the quality of the services they provide; or
- any loss or damage caused by any bug, virus, distributed denial-of-service attack or other technologically harmful material that may infect your information technology (including your Mobile Device), data or other proprietary material due to your use of Buff Naked Butlers or your downloading of any content on it or on any website linked to it.

Nothing in these terms of use:

- excludes or limits our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law; or
- is intended to affect your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## Restrictions on use of Buff Naked Butlers

You may only use Buff Naked Butlers for lawful purposes. You may not use it:

- in any way that breaches any applicable local, national or international laws or regulations;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- to send, knowingly receive, upload or download, use or re-use any material which does not comply with our content standards as set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware

or any other harmful programs or similar computer code designed adversely to affect the operation of any computer software or hardware;

- in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of Buff Naked Butlers; and
- to collect or harvest any information or data from Buff Naked Butlers or our systems or attempt to decipher any transmissions to or from the servers running Buff Naked Butlers.

You also agree:

- not to permit Buff Naked Butlers or any part of it to be combined with, or become incorporated in, any other programs;
- not to reproduce, duplicate, copy or re-sell any part of Buff Naked Butlers in contravention of these terms of use;
- not to access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same): (i) the accounts of other users of Buff Naked Butlers; (ii) any part of Buff Naked Butlers or its security measures; (iii) any equipment or network on which Buff Naked Butlers is stored; (iv) any software used in the provision of Buff Naked Butlers; or (v) any equipment or network or software owned or used by any third party;

## Content Standards

These content standards apply to any and all material that you contribute to Buff Naked Butlers and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution, as well as to its whole.

If you make use of any feature that allows you to post or upload any content to Buff Naked Butlers or third party websites (for example, by providing a review, feedback and/or comments in relation to a Service Provider or when making contact with Buff Naked Butlers or other users of Buff Naked Butlers), any such content must be accurate and genuine and must not:

- be defamatory of any person;
- be obscene, offensive, hateful, inflammatory or otherwise objectionable;
- promote violence or indecent or sexually explicit material;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- infringe or violate any copyright, database right, trade mark or any other intellectual property right of any other person;
- be likely to deceive any person;
- be made in breach of any laws or any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- advocate, promote, assist or enable any illegal or unlawful activities (including, without limitation, copyright infringement or computer misuse) or intend to defraud, swindle or deceive other users of Buff Naked Butlers;
- be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy another person;
- be used to impersonate any person or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if that is not the case;
- relate to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium rate telephone numbers); or
- disseminate or otherwise disclose another person's personal information without his or her prior permission or collect or solicit another person's personal information for commercial or unlawful purposes.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted or uploaded by you or any other user of Buff Naked Butlers and we do not recommend or endorse any such content or accept any responsibility for its accuracy. Any such content will be considered non-confidential and non-proprietary and we have the right to use, store, copy, distribute and disclose the same to third parties (including the relevant authorities) for any purpose whatsoever without any liability or payment to, or recognition of, you of any kind. We also have the right to disclose your identity to any third party in respect of whom you provide a review, feedback and/or comments or who is claiming that any content posted or uploaded by you to Buff Naked Butlers (or third party) constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove or delete any post you make on Buff Naked Butlers (or request a third party site remove it) or to disclose it to the relevant authorities if, in our opinion, your post does not comply with our content standards as set out above. If so, you must not attempt to re-post the relevant content.

## Linking to the Site

You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link to the homepage in any website that is not owned by you or in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the homepage.

If you wish to make any use of any content on the Site other than that set out above, please contact us [contact@buffnakedbutlers.co.uk](mailto:contact@buffnakedbutlers.co.uk)

## Your account

You may terminate the legal agreement between us and, if you are a registered user, request the closure of your account at any time by emailing us at [contact@buffnakedbutlers.co.uk](mailto:contact@buffnakedbutlers.co.uk). We will determine, at our discretion, whether there has been a breach of these terms of use through your use of Buff Naked Butlers and, if such a breach has occurred, we may take such action as we deem appropriate, including all or any of the following actions: • immediate, temporary or permanent withdrawal of your right to use Buff Naked Butlers.

## Applicable law

These terms of use, their subject matter and formation are governed by, and shall be construed in accordance with, English law. If you are a consumer, the courts of England and Wales will, subject to the paragraph below, have non-exclusive jurisdiction over any claim arising from, or related to, these terms of use (unless you are a resident of Northern Ireland, in which case you may bring proceedings in Northern Ireland, or you are resident of Scotland, in which case you may bring proceedings in Scotland). If you are a business, you and we each agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, these terms of use.

Nothing in the foregoing paragraph will limit our right to take proceedings against you in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## Change or cancellations by us

The company shall not be liable to the customer or deemed to be in breach of the contract for any reason of delay in performing, or any failure to perform, any of the company's obligations in relation to the services, where the delay or failure was due to any cause beyond the company's reasonable control and without prejudice to the generality or foregoing the following shall be regarded (without limitation) as cause beyond the companies reasonable control:

- a) Acts of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- c) Acts, registration, regulations, bye laws or measures of any kind on the part of any governmental, parliamentary, or local authority.

**(i)** No waiver by the company of any breach of contract by the customer shall be construed as a waiver of any subsequent breach of the same or any other provision of these conditions.

**(ii)** The company reserves the right to amend these conditions in respect of any promotion, offer, or the like made or issued by the company from time to time in relation to services.

**(iii)** These conditions shall be governed by and construed in accordance with the laws of England and Wales.

We sometimes have to make changes to and amend errors in website and other literature both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always attempt to avoid changes and cancellations, we must reserve the right to do so. Most changes are negligible. If we have to make a significant change or cancel, we will inform you as soon as possible. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Any and all changes are guaranteed to be of equal or superior quality and value.

Occasionally, after your Arrangements have commenced we or our suppliers may be forced by Force Majeure to change or cancel part or all of your booking. If this does happen then we regret that we will be unable to provide any refunds (unless we receive any from our suppliers) offer any compensation or any losses or expenses you incur as a result. We will try to assist you to secure alternative arrangements but you will have to pay any associated and/or additional costs in doing so and arising out of the alternative arrangements.

## Modifications to your booking:

In the event that you need to make any alteration to your booking (including, but not limited to, time changes, length of booking changes, venue change, date change &

other amendments), We reserve the right to charge you any difference in rate change. In the event that you wish to make a change to your booking, please inform us at your earliest convenience. We will endeavour to amend your booking as far as possible. However on some occasions this may not be possible. For amendments made within 7 days of your booking, where we need to allocate a different butler to accommodate the change you may incur a charge of £20.

If you wish to reduce the length of your booking this may be possible and you would be charged in accordance with rate table below. If in the rare instance your butler(s) is late for your booking, he should be able to make up this time at the end of the booking. If for any reason this is not possible you will be refunded for any lost time - this will be in accordance with our current rates:

1st Butler	£80 + Travel	£90 + Travel	£101 + Travel	2 Hour Rate + £31 per hr
Additional Butlers	£59 + Travel	£69 + Travel	£80 + Travel	2 Hour Rate + £30 per

## Booking confirmation:

As some bookings are made by telephone or online, there is a possibility that you or we could misinterpret what has been said or data may have been entered incorrectly. We will confirm all details by email. The email(s) will contain the venue address and postcode, the dates and time of booking, and other relevant information. You are required to carefully check these emails to ensure that all the information is correct. If you find a mistake you are required to contact us as soon as is reasonably possible. If you do not follow this procedure you may have deprived us the opportunity of taking prompt corrective action and any loss shall be your sole responsibility.

## Queries and Complaints:

If you have any other enquiries or complaints relating to your booking, please contact a member of team as soon as possible. We cover the telephones during all bookings and you can contact us on 0800 7720128.

In the unlikely event that your butler/s is late, the butler can usually make the time up and stay later, however if this is not the case and you wish to issue a complaint for loss of service time we should be informed no later than the following Thursday after your event, your failure to comply with this procedure could result in us being unable to investigate the problem and where possible rectify it.

#### Terms & Conditions of the 150% money back guarantee

Due to the impact of covid on our business the 150% money back guarantee is suspended until further notice.

The terms below only apply to the 150% refund guarantee. These terms do not affect your right to a full or partial refund under our standard booking terms.

The 150% refund is made up of your original amount paid plus 50% additional compensation. For example if the booking total is £150, the refund would be £225 (£150 plus £75 compensation).

The additional compensation element is only eligible to be paid on confirmed bookings where we fail to provide a butler for your booking or we have cancelled your booking with the following exceptions:

- i) If we cancel your booking giving you at-least 21 days (3 weeks) notice
- ii) If we cancel your booking but we were able to offer you at least 1 butler within 4 hours of your original start time.
- iii) If your originally allocated butler does not attend but we are able to offer at least one replacement butler for a minimum service period of 30 minutes to be completed within at least 2 hours of the butlers originally scheduled finish time.
- iv) If we are able to provide at least 1 butler at a mutually agreeable time within 72 hours of the original finish time.
- v) If any booking details you provided or omitted contributed to the butler being unable to fulfil the booking, for example an incorrect address
- vi) Bookings taken at short notice at less than 7 days before the booking date.

The compensation element is capped at a maximum amount of £100

In the event of a butler not arriving, in order for us to have an opportunity to find an alternative butler you must notify us within 30 minutes of his scheduled arrival time. If you do not notify us that the butler hasn't arrived in a timely manner we will be unable to offer additional compensation.

The additional compensation element is not available on bookings with male guests as not all of our butlers will work bookings with male guests present.

Additional compensation is not offered on bookings with status marked as pending or cancelled. Additional compensation may be paid where the booking status is marked as "changes pending authorisation" at our discretion provided the changes requested did not affect the booking location, start time or date.

The original amount paid will be paid back to you in the same way it was received. This will usually be by a refund to your credit or debit card. The additional compensation will be paid by bank transfer a claim form (provided by us) will need to be completed for the additional compensation