



Terms of Business

1. INTRODUCTION

- 1.1 This document sets out the standard terms and conditions under which BUDA BUDA, part of Glycine Holdings Ltd will act for its clients in the provision of interior design, furnishing and similar consumer sales services as defined below. These Terms must be read and they are necessarily detailed and precise. If any clarification is required, you must contact a member of the Glycine Holdings Ltd team. Glycine Holdings Ltd shall confirm any agreed variation in writing.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions of Business, the following expressions shall have the following meanings:
- 2.1.1 "Authorised Signatory" shall mean the duly authorised signatory of the Client as set out in the particulars fully authorised to instruct us and to incur or authorise all and any expenditure on the Client's behalf.
- 2.1.2 "Client" shall mean the Client as set out in the Particulars.
- 2.1.3 "Furnishing Fees" shall mean those fees as set out at Clause 4.1
- 2.1.4 "Furnishing" shall mean the furniture or window dressings service provided as per the agreed quote
- 2.1.5 "Design Consultancy Fees" shall mean those fees as set out in Clause 4.1
- 2.1.6 "BUDA BUDA" shall mean BUDA BUDA part of Glycine Holdings Ltd
- 2.1.7. "Conditions" shall mean these terms and conditions and the Special Conditions
- 2.1.8. "Product" shall mean a product displayed for sale on the Website
- 2.1.9 "Product Description" shall mean that part of the Website where certain terms and conditions in respect of the individual Product are provided
- 2.1.10 "Special Conditions" shall mean the terms and conditions in the Product Description
- 2.1.11 "Users" shall mean the users of the Website collectively
- 2.1.12 "Personal Information" shall mean the details provided by you on registration
- 2.1.13 "We/us" shall mean BUDA BUDA part of Glycine Holdings Ltd, Registered office: Glycine House, Hampton Court Road, East Molesey, Surrey, KT8 9BZ Registered in England. Company registration number 10418506 VAT number GB 276 1372 93.
- 2.1.14 "Website" shall mean the website located at www.budabuda.com or any subsequent URL which may replace it
- 2.1.15 "Cookies" Shall mean small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer

2.1.16 “United Kingdom” shall mean England, Wales, Scotland, Northern Ireland and the Channel Islands

2.1.17 “You” shall mean a user of this Website.

3.0 ADEQUACY OF INSTRUCTIONS

3.1 We provide the service only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed and that those instructing us indemnify us accordingly.

4.0 FEES

4.1 For a Design Consultancy Service, a fee will be agreed between the Client and BUDA BUDA part of Glycine Holdings Ltd

5.0 ORDERS

5.1 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

6.0 CONTRACT CREATION AND ELECTRONIC CONTRACTING

6.1 The technical steps required to create the contract between you and us are as follows:

- You place the order for your products on the Website by pressing the confirm order button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website
- You'll need JavaScript enabled on your computer to buy products and check out. Please enable JavaScript in your browser, then refresh your browser to continue. Alternatively, please call 07720-899844 to order by phone
- We may send you an order acknowledgement email as soon as you place your order, and you will receive an order confirmation email detailing the Products you have ordered.
- These emails do not constitute acceptance of your order
- For items being delivered to you, when your product is shipped from our warehouse we will send you a despatch confirmation email
- Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the Products ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions
- For most products sent directly from our warehouse, your credit/debit card will be charged when your order is placed.
- If the product is being delivered direct to you from a supplier, for instance in the case of some large products such as electrical items and furniture, you may be charged at any point between confirmation of your order and despatch. The exact timing of this will vary according to supplier and the product you're ordering



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6.2 Non-acceptance of an order may be a result of one of the following:

- The product you ordered being unavailable from stock
- Our inability to obtain authorisation for your payment
- The identification of a pricing or product description error
- Your not meeting the eligibility to order criteria
- If you are placing an order for an item that by law we are only permitted to sell to customers who are 18 years or older, then by clicking the order confirm button you are also confirming to

us that you are 18 years or older. By clicking the order confirm button, you further acknowledge and consent to us taking steps to verify your age by reference to publicly-available third party sources. We reserve the right not to supply an age-restricted product where we reasonably believe that you are below the relevant minimum age.

- Should we have taken payment prior to non-acceptance of your Order then we will refund you, but please note that it can take up to 5 days for the bank to transfer the funds to you. The contract will be concluded in English.

The details of your specific contract will not be filed by www.budabuda.com. If you do require any information regarding orders you have placed with www.budabuda.com, please write to us at: Customer Services, Glycine Holdings, Glycine House, Hampton Court Road, East Molesey, Surrey KT8 9BZ

7.0 CONSUMER CONTRACTS REGULATIONS 2013

This legislation offers you the following cancellation rights when you buy online or by phone:

- You are entitled to cancel your contract if you so wish, provided that you exercise your right no longer than 14 days after the day on which you receive the goods or services.
- Your right to return or cancel products does not apply to goods that are made to measure or are made to your specification, that have been clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly. This doesn't affect your statutory rights if goods are faulty or not as described.
- If you wish to exercise your right of cancellation, you are obliged to retain possession of the goods and take reasonable care of them.
- To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement, including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address.
- You can cancel by [email \[hello@simonbuhldavis.com\]\(mailto:hello@simonbuhldavis.com\)](mailto:hello@simonbuhldavis.com) or call 07720-899844, or write to: Customer Services, Glycine Holdings, Glycine House, Hampton Court Road, East Molesey, Surrey KT8 9BZ
- If you decide to cancel, you should return the goods to us at your cost within 14 days of such cancellation and we will reimburse to you (by the method used to pay for the original transaction) the amount in relation to goods to which cancellation rights apply. This includes the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery).
- We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive back from you any goods supplied.

8.0 Description of products

- 8.1 Each Product purchased is sold subject to its Product Description which sets out additional Specific Conditions related to that Product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees.



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8.2 We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Order acceptance policy.

9.0 Use of the website

9.1 Access

You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

9.2 REGISTRATION

You warrant that:

- The Personal Data which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- You will notify us immediately of any changes to the Personal Data by updating these details on your online account.

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

9.3 INDEMNITY

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

9.4 OUR RIGHTS

We reserve the right to:

- modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

9.5 THIRD PARTY LINKS

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.



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10.0 Returns

- 10.1 If you've changed your mind about keeping your purchase, please return it in its original condition with proof of purchase and we'll exchange or refund it.
By original condition we mean:
- you've kept all original packaging and labels in good condition and the product can be resold at full price
 - you haven't used the product
 - the product contains no personal data and isn't registered to a user.
Unless faulty, this must be within 30 days of purchase
 - Ordinarily if you have your receipt or order confirmation we'll refund the original method you've used to purchase. For Gift Cards, we'll refund to online credit.
 - We're unable to refund or exchange products made to your own specifications or personalised for you, unless faulty
 - For online or telephone purchases we'll refund the standard delivery charge, provided you return the full order within 14 days. If you are only returning some of the items on your order, then we will only refund the cost of those items
 - Please note that if you return products which are outside our returns policy or if you don't have proof of purchase, we're unable to process a refund, so please keep your receipt or order confirmation.
 - This does not affect your statutory rights

- 10.2 Returning a faulty item
If your product develops a fault within 30 days of purchase, please return with proof of purchase and we'll exchange or refund it. Please disable any security features and remove your personal data.
After 30 days, we'll repair or replace the product in accordance with the terms of the Consumer Rights Act 2015.
For online and telephone purchases, we'll refund the standard delivery charge if the full order is returned within 14 days.
When returning your item, the way you originally paid will determine how we refund you.
For returns, we'll process your refund once the item comes back into our warehouse. It can take up to 14 days (usually sooner) for the refund to appear in your bank account, but we'll keep you informed at each stage of our process.
If your item develops a fault within 30 days of purchase, we'll give an exchange or refund with proof of purchase.
After 30 days, we'll repair or replace the product in accordance with the terms of the Consumer Rights Act 2015.

11.0 FURNITURE

- 11.1 Prices are submitted subject to prices pertaining at the date of order, and that BUDA BUDA as the supplier will honour the price if accepted within 28 days of such preparation.
- 11.2 Subject to work being carried out in normal working hours - any 'out of hours' work may attract a further charge.
- 11.3 Where an estimated time for delivery is agreed to complete the contract the Contractor will use its reasonable endeavours to ensure its completion. BUDA BUDA part of Glycine Holdings Ltd cannot be held responsible for delays caused outside of our direct control.
- 11.4 All insurance risks pass to the Client on delivery upon delivery.
- 11.5 Should the Contractor be delayed in or prevented from making a delivery/ installation owing to any cause whatsoever beyond our control, the Contractor shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage resulting there from. All contracts, orders and estimates are made subject to our right to withdraw or cancel the same (without liability on our part) by reason of interruption or suspension of delivery, short supplies, or increased prices of our suppliers arising from causes beyond our reasonable control.



- 11.6 Once an installation [or collection] date is agreed, in the event that any subsequent changes to the agreed date are requested by the Client, BUDA BUDA part of Glycine Holdings Ltd reserves the right to charge the Client all associated costs incurred by BUDA BUDA part of Glycine Holdings Ltd and the Contractor in rescheduling the delivery [or collection], such daily charges to be applied on a sliding scale as follows:

Furniture sales

If less than 24 hours notice is received, the full purchase amount inclusive of vat
If less than 4 days notice is received 50% of the full purchase amount inclusive of vat

- 11.7 Collection - the contractor requires at least 14 DAYS notice to collect furniture. At the time of collection the furniture is required to be in "As New" condition and in the original packaging. Damage howsoever caused will be charged to the client
- 11.8 While every effort will be made to avoid damage to the subject property, BUDA BUDA part of Glycine Holdings Ltd cannot be held liable for any damage howsoever caused during delivery.

12.0 LIMITATION OF LIABILITY

- 12.1 While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.
- 12.2 We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.
- 12.3 To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:
- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
 - any loss of goodwill or reputation; or
 - any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.
- 12.4 Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees



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13.0 PAYMENT OF FEES

We require payment in advance before providing services

14.0 INSURANCE

14.1 Simon Buhl Davis part of Glycine Holdings Ltd are not responsible for any damages caused/ sustained during any works undertaken on a client's property.

14.2 In the event of an insurance claim resulting from a third party, BUDA BUDA part of Glycine Holdings Ltd are not obliged to undertake any insurance related works/administration. Should the client require assistance this, there will be a charge at an hourly rate of £250 + VAT.

15.0 LIMITATION OF LIABILITY

15.1 Neither party will be liable for any loss of profit (other than in respect of our fees, costs or charges), loss of business or rent or goodwill, or for any special, indirect or consequential loss or damage suffered by the other (including as a result of an action brought by a third party), save that nothing in these Terms and Conditions will exclude or restrict any liability which either party may have for (i) death or personal injury arising out of negligence, (ii) fraudulent misrepresentation or (iii) any other liability which cannot be restricted or excluded by law.

15.2 We will not be liable for any loss as a result of your receipt of any information, data or communications supplied or sent by us electronically, where through no fault of our own the relevant information, data or communication has been corrupted or otherwise modified as a result of it being supplied or sent electronically. You will be responsible for ensuring that any materials you provide or send us by any electronic medium and/or by computer disk are, and remain, virus free.

16.0 Privacy and cookies

We will treat all your Personal Data as confidential (although we reserve the right to disclose this information in the circumstances where required by law). We will keep it on a secure server and we will fully comply with all applicable privacy regulations and consumer legislation.

17.0 CHANGES TO STANDARD TERMS

We reserve the right to make changes to these Terms and Conditions from time to time.

18.0 SEVERANCE

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question will not be affected.

19.0 INTELLECTUAL PROPERTY AND RIGHT TO USE

19.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.



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19.2 You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

20.0 WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

21.0 SURVIVAL

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

22.0 JURISDICTION

English law will apply to these Terms and Conditions and the parties agree to submit to the jurisdiction of the English Courts. The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

23.0 COMPLIANCE WITH LAWS

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

24.0 ENTIRE AGREEMENT

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what BUDA BUDA and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

25.0 CONTACT

For any queries regarding our service, please contact us via email, phone or post



I/We, the undersigned client(s) hereby appoint Simon Buhl Davis part of Glycine Holdings Limited on the above terms.

Property: _____

Client: _____

Signed: _____ (Client/Authorised Signatory for and on behalf of the client)

Date: _____