**Our Terms & Conditions about the website and the products**

Welcome to the Live By Verve website terms and conditions of use. These are the Terms and Conditions which will apply to your purchase of clothing, accessories and other products from the website www.livebyverve.com (the "Website"). The Website and the products are provided by Live By Verve LTD, a company registered in England and Wales under number 09656121 with a registered office at 359a, Hanworth Road, Hounslow, TW3 3SQ ("Live By Verve", "we", "us", "our"). When we refer to "you" and "your" we mean the user of the Website and purchaser of the products. Our VAT number is : 309 1036 35

Before you place an order if you have any questions relating to these terms and conditions please contact us by emailing - talktous@livebyverve.com

Please be aware that purchasing items from the internet provides a different shopping experience than from purchasing in-store. In particular you acknowledge and been made aware of that:

Please be aware that: (Your attention is drawn that: )

* We have made every effort to display as accurately as possible the colours of our products but it will depend on many factors including - your computer display settings.
* All sizes and measurements of products are approximate.
* All products are subject to availability. We may not be able to supply your order.
* All prices are inclusive of VAT (or similar sales taxes) where applicable at the prevailing rate for which we are responsible as the seller (but do not include delivery charges). Prices are correct at the time of order only and relate to orders placed via the website in accordance with the terms and conditions relating to the sale of goods.
* The goods and promotions that are offered on our site may not be available in stores or concessions and vice versa.

These terms and conditions form a legally binding contract between us and you. Using this Website indicates that you accept these terms and conditions together with our Privacy Policy, regardless of whether or not you choose to register with us. If you do not accept these terms and conditions, do not use this Website.

1.) Information about our Website and products

www.Livebyverve.com is a site operated by “Live By Verve LTD” company No. 09656121;

a company registered in England and Wales under number 09656121 with a registered office at 359a, Hanworth Road, Hounslow, TW3 3SQ. Our email address is: talktous@livebyverve.com

2.) Buying Products and your status

To place an order on the site you must meet the following requirements:

* You are legally capable of entering into binding contracts; and
* You are at least 18 years old, unless a parent or guardian is supervising you placing your order.

3.) Contract Formation between You and Us

You place an order by completing the staged process on the website as set out below:

* Add product to your shopping basket.
* Enter your login details.
* Enter your address details.
* Enter your card details.
* Submitting/confirmation of your order.
* On receipt of your Order, we will send you an Order acknowledgement email to the email address which you provide in the Order process. This Order acknowledgement email will contain your Order number, details of the products ordered and a delivery estimate. Note that this email is only to acknowledge that your Order has been received, and is not acceptance by us of any offers to purchase products.
* All orders are subject to availability and acceptance by us, and We will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us ("Contract") will only be formed when We send you the Dispatch Confirmation.
* We must receive full payment both of the price of the products and any applicable delivery charges before we can accept any offers. Where you select payment by credit or debit card we will process the payment after you submit your order.
* If you make a mistake with your order, you may be able to correct any mistakes made by email prior to your order being processed. If your order has already been processed you will be unable to amend your order. If your order has already been dispatched, please return the Products to us in accordance with our Returns Policy.
* The Contract will relate only to those Products whose dispatch We have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.
* We reserve the right to refuse any offers in an Order prior to acceptance. If a product is not available, we will include details of the unavailable product in the Order dispatch email. A product which is not available will not be included in the contract for a product which is dispatched.
* We are entitled to refuse any order made by you for any reason, including:

1) your payment not being authorised;

2) if you do not satisfy the requirements to place an order, as set out above;

3) products ordered not being available from stock and/or suppliers; or

4) where a pricing or product description error has occurred.

We reserve the right to cancel orders without prior notice. If we cancel any order, it will be without charge to you and any payment taken for such order will be refunded to you in accordance with our Refund Policy.

* You must select your delivery country in the drop-down box at the top right-hand side of the page during navigation of the site or during the checkout process. Prices will then automatically be shown in your local currency. For example, if you select Slovenia as your delivery destination, you will see Euro prices and your transaction will be in Euros.
* When making a request you undertake that all details you provide to us requesting goods or services are true and accurate, that you are an authorised user of the credit or debit card used to make your request and that there are sufficient funds to cover the cost of the goods and services. It is your responsibility to inform us of any changes to these details as soon as possible.

4.) Consumer Rights (Cancellation of a Contract)

If you would like to cancel a Contract, you may in all cases do so within 14 calendar days of receipt of your order. This is in accordance with your rights as a consumer under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you are an EEA user, as per the agreement, you may cancel a Contract any time within 14 days. In this case, you will receive a full refund of the price paid for the Products in accordance with our Returns Policy.

If you would like to cancel your order before we have dispatched it from our distribution centre then please email us on - dispatch@livebyverve.com.

If your order has already left our distribution centre then unfortunately it is not possible to cancel it at this stage. Instead once your order has arrived simply follow the returns instructions enclosed and when we have received your goods you will be issued with a refund.

5.) Availability and Delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

We endeavor to ensure that the Goods that you order are provided by the agreed delivery date and where applicable time, however delays are occasionally inevitable due to unforeseen circumstances. Neither Karen Millen nor our nominated carrier shall be under any liability for any delay or failure to deliver the Goods within the estimated time frame.

6.) Price and Payment

* All prices are, unless otherwise stated, inclusive of VAT and other applicable taxes. Our VAT number is: 309 1036 35.
* All prices and charges on the Website are in UK pounds sterling. Delivery charges may apply and these will be displayed in the order process. The actual price charged to International customers will be subject to the exchange rate applied by your credit or debit card company.
* You are responsible for ensuring that your login details, password and all other details in relation to your account remain confidential at all times.
* Prices are subject to change without notice but changes will not affect orders which We have already accepted.
* Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, We will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, We will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
* We are under no obligation to provide the Product to you at the incorrect (lower) price, even after We have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.
* Payment for all Products must be by credit or debit card. We accept payment with Visa, Visa Debit, Mastercard, Solo, Maestro, Electron and Laser Card. We also accept payments via PayPal.
* The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.
* Only one promotion code can be used per order.

7.) Our Returns Policy

For details on refunds, please refer to our Returns Policy.

8.) Our Liability

* We will not be responsible for the performance of any obligations under these terms and conditions in the case of an event outside of our reasonable control, including (but not limited to) strikes, lockouts, failures of third party systems or networks, acts of god, fire, earthquake, storm, flood or other natural disaster, civil unrest, acts of terrorism, deliberate sabotage of or malicious damage to equipment or data or for damage to or destruction of premises or equipment.
* We warrant to you that any Goods purchased from us through our Website are of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
* If We do not deliver or if the Products, we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, our only obligation will be, at our option to:
* make good any shortage or non-delivery or incorrect delivery; or
* replace or repair any Products that are damaged or defective; or
* refund to you the amount paid by you for the Products in question.
* We shall have no liability to you for any consequential, special or indirect losses including without limit loss of revenues, profits, contracts, business or anticipated savings damage to or loss of goodwill, reputation or data.
* Without prejudice to the foregoing, our total aggregate liability to you under and/or arising in relation to this contract shall not exceed the amount paid by you for the Products.
* Nothing in this contract shall exclude or limit our liability for death or personal injury due to our negligence or any liability which is due to our fraud or any other liability which We are not permitted to exclude or limit as a matter of law.
* Nothing in this contract shall exclude or limit your statutory rights.
* A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
* Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Goods you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability:

* For death or personal injury caused by our negligence; or
* Under section 2(3) of the Consumer Protection Act 1987; or
* For fraud or fraudulent misrepresentation; or
* For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
* We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to loss of income or revenue; loss of business; loss of profits or contracts; and loss of anticipated savings.

9.) Intellectual Property Rights

All and any Intellectual Property Rights in connection with the Products shall be owned by Us absolutely.

10.) Indemnity

You agree to indemnify, defend and hold harmless Live By Verve Ltd, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, your breach of these terms and conditions, your infringement of any intellectual property right or any other right of any person or entity, or your breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

11.) Import Duty

If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that We have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

12.) Written Communications

Applicable laws require that some of the information or communications We send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13.) Transfer Of Rights And Obligations

The contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14.) Notices

All notices which we need to give to you under these terms and conditions will be sent by us to your registered e-mail address: talktous@livebyverve.com

15.) Entire Agreement

These terms and conditions set out the entire agreement between you and us in respect of the sale, purchase and use of the products. They supersede any previous agreement or understanding in relation to the subject matter hereof.

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) shall be unaffected.

16.) Changes to Website or Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities or for any other reason in our sole discretion which We may decide.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify you of the change to those policies or these terms and conditions before We send you the Dispatch Confirmation (in which case We have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

17.) Law and Jurisdiction

These terms and conditions are to be construed in accordance with the laws of England and Wales and irrespective of your place of domicile, in the event of any dispute associated with these terms and conditions, that dispute shall be subject to the exclusive jurisdiction of the English Courts.

18.) Discount Code Terms And Conditions

www.livebyverve.com - discount codes entitle you to an extra percentage (specific to the discount code in question) off your next online order from www.livebyverve.com. To claim your discount, when in the 'My Bag' section of your account there is an option to “Apply Coupon”, which allows you to enter the promotional code in order to apply it to the order.

Discount Codes can only be used once per customer, cannot be used in conjunction with any other promotion or offer, remain our property and are not transferable. There is no cash alternative. Discount codes exclude sale, beauty, premium and delivery charges.