

# Terms and Conditions

## 1. Definitions

1. The terms and conditions set out herein (the "Agreement") govern your use of the website [www.oliveclothing.com](http://www.oliveclothing.com) (the "Website"). "Olive", "we", "our" and "us" means Olive Clothing Limited (company number 08529775), whose principal office is at Unit 11D St George's Business Park, Alstone Lane, Cheltenham, GL51 8HF. "User" and "you" means any user of the Website including any User who makes a purchase through the Website (a "Buyer").

## 2. Agreement

1. The Agreement applies to any purchases made by you, and any sale made by us, of the items described on the Website. If you do not wish to be bound by the Agreement, you must not use the Website or order any items from us.
2. Buyers must be over 18 years old and have full legal capacity.
3. We reserve the right to modify this Agreement. The Agreement in force at the time an order is accepted will govern any particular order. In the event that we make any amendment to this Agreement which is materially detrimental to you, we will ensure that the amendment does not become effective for at least one month after the change is made.
4. We will keep a record of this Agreement and dates of any changes made and we recommend that you download or print and keep a copy of this Agreement.

## 3. Registration

1. You are able to navigate through the Website and place an order without going through the registration process but we require you to complete the on-line registration form to become a registered member if you wish to manage your account with us and track your order history.

## 4. Placing an Order

1. To place an order, you should select the required item(s) and add to your basket by clicking on the 'Add to Cart' button. You can review the selected item(s) at any time by clicking on the 'My Cart' link. Once you have completed your shopping, please click on the 'Checkout' link.
2. You must confirm your delivery address to access the purchase order, which contains a summary of the information related to the item(s) ordered, quantity, price, total and your other details along with the delivery address. It is your responsibility to notify us if any of the information is incorrect. Giving false information may result in the rejection of the order.
3. Each order constitutes a separate transaction and we are not able to consolidate separate transactions into a single order or delivery. If you would like to order multiple items for delivery at the same time, you must ensure that all of these appear on the same order before you confirm your order.
4. Your placing of an order is an offer by you to purchase an item and is subject to acceptance by us. Orders shall be accepted at our sole discretion but are normally accepted if the item(s) is/are available, the order reflects current pricing, you are based in a country to which we are currently able to sell and deliver, and your credit or debit card is authorised for the transaction.
5. In the event that an item is out of stock, you will be informed as soon as practically possible. The order relating to the unavailable item will be cancelled and a full refund will be made including any delivery charges. Where your order is for multiple items, the rest of the order will remain valid.
6. If you have made a mistake when placing your order you must contact us at the earliest possible time by email to [customer.services@oliveclothing.com](mailto:customer.services@oliveclothing.com) to confirm the details of the error or errors and will endeavour to make any amendments requested prior to shipment of your order.

7. If the delivery address provided to us by you is inaccurate or incomplete at the point of dispatch, a refund will be issued only upon our confirmed receipt of the consignment back to our fulfilment warehouse from the shipping provider.

## **5. Pricing and Payment**

1. All items are priced in pounds sterling (GBP) and are exclusive of: (i) delivery charges which will be indicated to you during the ordering process and (ii) any customs and import charges applicable to your delivery address.
2. Whilst we provide a currency conversion tool on our site to help you browse our products in alternative currencies to pounds sterling, these foreign-currency prices are based on indicative exchange rates and are for information only, and all orders will be charged in pounds sterling, at the pounds sterling price confirmed on the Checkout page of our site displayed before completing your purchase.
3. Any charges made by your payment card issuer or digital wallet provider in respect of your payment for an order with Olive, including but not limited to any foreign exchange fees or transaction charges, are not received by Olive and will remain the exclusive liability and cost of the cardholder or account holder.
4. We reserve the right to modify our prices at any time but any change in price will be communicated to you prior to delivery of the items.
5. Once you have reviewed your order and provided the required personal details, you will be required to click on 'Checkout' to make payment by card, or by any alternative payment method made available on our Checkout page. Payment by card will be processed either through PayPal, or through the electronic payment gateway provided by Authorize.net. Payments submitted for processing by Authorize.net are cleared by the online payment processing services of AIB (Allied Irish Bank). Our Checkout page, the PayPal payment page, and the Authorize.net payment gateway services, are all secured by SSL encryption for the protection of your payment data.
6. In the event that payment cannot be made in accordance with section 5.3, the order will not be processed and will be automatically cancelled. If you have already received any items, you must return those items to us in the same condition that you received them at your own expense. If you fail to do so within 7 days of our cancelling your order, we may arrange for collection of the items at your expense. We reserve the right to charge you for any damage to (or other adverse interference with) any items that are the subject of an order that we cancel in accordance with this section.

## **6. Acceptance of your Order**

1. Your offer to purchase an item is accepted by us and a contract of sale between us is formed only on the later of (a) the receipt by us of cleared funds from you in full payment for the item(s) (including any applicable taxes and delivery costs); and (b) our written confirmation of your order (whether by a dispatch confirmation email or otherwise).
2. Once the payment has been accepted, the order cannot be amended.
3. We will confirm receipt of your order to the email address you provide at the time of registration. It is recommended that you retain the email or print out the confirmation of the order.

## **7. Delivery, risk and ownership**

1. All items will be delivered to the address specified in your order.
2. Following the shipment of the order from us, you will receive an e-mail specifying the tracking number for your parcel which you can use to track the parcel on the website of Royal Mail, your national postal service, or our designated courier, depending upon the shipping service you have selected when placing your Order.
3. All risk in the items you order (including risk of loss and/or damage to the items) shall pass to you when they are delivered to the delivery address specified in your order.
4. You will only own the items once they have been successfully delivered and when we have received cleared payment for them in full. Until that time we will retain title to the items.

## **8. Failed or Disputed Delivery**

1. If you are not present at the time of delivery, a delivery note will be left inviting you to contact the delivery company directly in order to arrange collection or — if you have selected a courier service when placing your order — re-delivery at a convenient time. If the delivery company is unable to deliver to you the parcel may be returned to the postal service's sorting office or the courier's warehouse and you will be contacted. If the delivery company then returns the items to us, we will refund you for the value of the items ordered but not for the delivery charge.
2. Wherever an order is shipped to you with a tracked service or delivery confirmation service, the shipping provider's confirmation that the order has been delivered to the address you provided with your order is the authoritative confirmation that your order has been fulfilled by us and successfully delivered.
3. If more than 30 days following our dispatch confirmation email delivery has not been confirmed by our shipping provider you may email us at [customer.services@oliveclothing.com](mailto:customer.services@oliveclothing.com) to request a re-shipment or refund, which we will honour at the earliest possible time but no later than 7 days from receipt of your email.

## **9. Faulty or incorrectly delivered items**

1. We take care when dispatching orders but we recommend that when you receive your order, you carefully check the item(s) received. Any incorrectly delivered item, or item with a fault, must be notified to us either via the Website or by email to [customer.services@oliveclothing.com](mailto:customer.services@oliveclothing.com) within 7 days of receipt.
2. You must return any incorrectly delivered or faulty item(s) to us as soon as possible, and at the latest within 30 days of receipt of the item. We will send you a prepaid shipping label to use.
3. We will provide a full refund including delivery costs for a faulty item and, where requested by you, we can send a replacement item subject to availability.

## **10. Cancellation and returns**

1. Subject to the full terms set out in section 10, you may cancel and return your order to us within 14 calendar days of receiving your order, for a full refund. The cancellation period will expire after 14 days from the day after you take delivery of your order. Returns arriving with us with a postmark outside of the 14-day eligibility window will not qualify for a refund.
2. Returns narrowly outside of the 14-day eligibility window may from time to time be offered a Gift Certificate as a gesture of goodwill, and subject to a re-stocking fee, but such a gesture is entirely at our discretion.
3. You will not have a right cancel and return your order for any goods that (a) have been made to your specifications or are personalised, or (b) you have unsealed and are unsuitable for return unsealed due to health protection or hygiene reasons, such as underwear, and jewellery items designed for piercings.
4. To exercise your right to return a product received from us, you must return the product to us within the cancellation period specified in paragraph 10.1, to Olive Returns, Unit 11D, Alstone Lane Trading Estate, Cheltenham, GL51 8HF, United Kingdom, marked clearly with your Order Number. Alternatively, you may notify us by any durable medium of your intention to return the product (e.g. by letter to the same address) within the cancellation period specified in paragraph 10.1.
5. If you choose to notify us of your intention to return the product pursuant to paragraph 10.4, you must return the product to us to the address shown in paragraph 10.4, marked clearly with your Order Number, within 14 days from the date of such notification.
6. If you cancel any items from your order, we will reimburse to you all payments received from you for those items. The product must be returned in its original, unused condition, with tags attached. We will make a reduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
7. We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you the good we've supplied that you wish to return or (b),

if earlier, 14 days after the day you provide evidence that you have returned the goods. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless both we and you have expressly agreed otherwise.

8. Returned products will not be eligible for a refund if (a) they are not marked with your Order Number and therefore cannot be identified, (b) they are not received by us at the address designated in paragraph 10.4, or (c) the swing tags are removed from the garment.
- 9.
10. Returned items that are lost in transit will not qualify for a refund, and we accordingly recommend the use of a tracked service. Returned items lost in transit will qualify for a refund, however, in the following exceptional circumstances:
  1. The items were returned using a prepaid return shipping label provided by us; or
  2. The items were returned using a shipping service that you paid for online on our international returns portal at <https://oliveclothing.intelligentreturns.net/>.
11. You will have to bear the cost of returning the goods, except where explicitly advertised otherwise.

## **11. Access to the Website and content**

1. We are continually reviewing the items available on the Website, so specifications or design changes may be made at any time. We shall use reasonable commercial endeavours to keep the Website up to date but information and specifications given are for your information only and are subject to change without notice.
2. We try to ensure that pictures of the items on the Website are as accurate as possible, but there are technical limitations and slight variations in colour and texture between the pictures and the items themselves must be expected.
3. We will endeavour to allow uninterrupted access to the Website, but access may be suspended, restricted or terminated at any time.
4. The Website may include links to other websites or material, which are beyond our control. We are not responsible for access to and content on the Internet, or any site other than the Website.
5. If we reasonably believe that you have acted inconsistently with this Agreement through your use of the Website, we may take all or any of the following actions: (a) immediate suspension (temporary) or termination (permanent) withdrawal of your right to use the Website, without notice to you; (b) issue a warning to you; (c) disclose such information to law enforcement authorities as we reasonably feel is necessary; (d) commence legal proceedings against you for reimbursement of all costs resulting from your act; (e) commence further legal action against you; or (f) take any other action we reasonably deem appropriate.

## **12. Liability**

1. We will use reasonable skill and care in fulfilling any order for an item placed by you which is accepted by us. We warrant that the items shall meet their specification and shall be free from defects in materials and workmanship at the time of delivery. However, we exclude all other representations, warranties, conditions and terms with regard to the Website and our products whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law.
2. We will take all reasonable care to keep your order secure, but in the absence of our sole negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when accessing or ordering from the Website.
3. We shall not be liable to you or in breach of this Agreement for delay or failure to perform if the delay or failure is due to a cause beyond our reasonable control ("Event"). We will contact you within five days of any relevant Event in order to discuss possible alternatives for the performance of the Agreement. If the Event lasts for more than thirty days, your order will be deemed to be cancelled and you will receive a full refund.
4. We shall not be liable to you in connection with this Agreement in contract, tort (including negligence) or otherwise for any loss arising out of any Event (as defined in

section 12.3) or any internet, network or virus problem, or for any loss of profit, revenue, anticipated savings or data (in each case whether direct or indirect), or for any indirect loss.

5. Our aggregate liability to you in connection with this Agreement whether in contract, tort (including negligence) or otherwise shall not exceed the value of the items ordered by you.
6. Notwithstanding anything else in this Agreement, we accept unlimited liability in respect of death or personal injury caused by our negligence and in respect of any other liability which cannot be excluded by law.

### **13. Statutory Rights**

1. This Agreement does not affect your statutory rights as a consumer. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us.

### **14. E-mail, user name and password**

1. E-mails to you shall be to the address you specify to us. It is important that you give us an accurate and valid e-mail address and tell us of any changes to it.
2. The user name and password you are issued with are personal to you and are not transferable. You are responsible for the use of your user name and password and maintaining their confidentiality. Any breach or suspected breach of security of a user name or password must be notified to us immediately. You will be responsible for all activities that occur under your user name and password and for any payments due for items ordered through the Website by anyone using your user name and password. We have the right to disable your user name and/or password at any time if in our opinion you have failed to comply with this Agreement.
3. In the event of a forgotten password you can obtain a new one by clicking on the link 'Forgotten your password'. A new password will be sent to you by e-mail.
4. Our aggregate liability to you in connection with this agreement shall not exceed the value of the items ordered by you.
5. Notwithstanding anything else in these terms and conditions, we accept unlimited liability in respect of death or personal injury caused by our negligence.

### **15. Verification Procedure**

1. In exceptional circumstances, we reserve the right to use a verification procedure to prevent fraudulent use of the Website. If required, you will be requested to send us (by fax or email) a copy of your ID (e.g. passport) as well as proof of your address for the past 3 months. The order will only be dispatched after we have received and verified these documents.
2. We reserve the right to cancel an order and carry out a refund in the event of not receiving the documents or non-conformity of the documents.
3. We reserve the right to define the circumstances in which this additional verification will be required.

### **16. Prohibited Uses**

1. You may use the Website for lawful purposes only. You have sole responsibility for any content or data which you upload, post, email or otherwise transmit using the Website. You may not use the Website in any way which we reasonably consider to be abusive or inappropriate.
2. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, hack into or otherwise disrupt any part of the Website, or knowingly transmit any data, or send or upload any material that contains viruses or any other harmful programs.
3. You must not use the Website to transmit, download, upload, view or otherwise use any material which is defamatory or libellous; obscene, offensive, hateful or inflammatory; contains sexually explicit material; promotes violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringes any copyright, trade mark or other intellectual property right of any person; is threatening,

abusive or invades any person's privacy; is likely to harass, upset or alarm any other person; is used to impersonate any person, or to misrepresent your identity or affiliation with any person; gives the impression that they emanate from us, if that is not the case; or advocates, promotes or assists any unlawful act such as (without limitation) copyright infringement or computer misuse.

## **17. Intellectual Property**

1. All intellectual property rights (including without limitation copyright) in the material contained in the Website (including without limitation all photographs, videos, audio and all other content on the Website), together with the website design, text and graphics and their selection and arrangement and all software compilations, underlying source code and software (including applets) belongs to us, our licensors or the providers of such information. All rights in Olive are owned by us. All rights are reserved. None of this material may be reproduced or redistributed without our written permission.
2. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) and print one copy of such content for your own personal, non-commercial use, provided you keep intact all copyright and proprietary notices.
3. You may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from us (except as set out in section 17.2).

## **18. Privacy**

1. Personal data submitted by you to us (for example, in the registration or ordering process) is subject to our Privacy Policy. For more information, please see our Privacy Policy.

## **19. Complaints Procedure**

1. We want you to be happy with the service we provide, but if you have a complaint about any aspect of our service, please let us know and we will try to resolve your complaint quickly and efficiently. You can contact our Customer Support team at [customer.services@oliveclothing.com](mailto:customer.services@oliveclothing.com).

## **20. Customer Service**

1. If you would like to contact our Customer Service team for any reason, please e-mail us at [customer.services@oliveclothing.com](mailto:customer.services@oliveclothing.com).

## **21. General**

1. If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
2. You may not assign, sub-license, or otherwise transfer any of your rights under this Agreement.
3. You can inform us at any time if you no longer require marketing communications to be sent by emailing us at [customer.services@oliveclothing.com](mailto:customer.services@oliveclothing.com).
4. A person who is not a party to this Agreement shall have no right under the UK's Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **22. Governing Law**

1. This Agreement (and any non-contractual disputes arising under it) shall be governed by and construed in accordance with English law. Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.
2. Where non-English versions of these terms and conditions are made available on our website, and where there is any perceived variation in meaning or intent between the non-English version and the English version, the English-language version takes precedence.

## **23. Version**

1. This is version TC\_20181207 of the Agreement.