**TERMS & CONDITIONS**

Welcome to ‘Piperty Fashion’ website terms and conditions

These terms and conditions apply to the use of this website and by accessing this website and/or placing an order you agree to be bound by the terms and conditions as set out below. If you do not agree to be bound by these terms and conditions you may not use or access this website.

Before you place an order, if you have any questions relating to these terms and conditions, please contact our Customer Services team by emailing traceyward@pipertyfashion.com or by phone on 07974530418 Monday to Friday, 9am to 5pm.

These terms and conditions apply to all orders for products being delivered in the UK.

**Definitions**

* Conditions ~ means these terms and conditions and the Special Conditions.
* Product ~ means a product displayed for sale on the website
* Product Description ~ means that part of the website where certain terms and conditions in respect of the individual Product are provided.
* Special Conditions ~ means the terms and conditions in the Product Description.
* Users ~ means the users of the website collectively.
* Personal Information ~ means the details provided by you.
* We/us ~ means ‘Piperty Fashion’ Limited
* Website ~ means the website located at www.pipertyfasion.com or any subsequent URL which may replace it.
* Cookies ~ means 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.
* United Kingdom (UK) ~ means England, Scotland, Northern Ireland and Wales.
* You ~ means a user of the website.

**Use of the Website**

**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.

**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.

**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.

**Our rights**

**We reserve the right to:**

* Modify or withdraw, temporarily or permanently, this website (or any part of it) 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 of it) 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.

**Recommendations**

When you use our website you may see that we offer recommendations, showing you products we think you may like and could perhaps miss when you are browsing the website.

Please see our Privacy Notice if you would like more information on how we use your personal data to recommend products to you.

**Privacy and Cookies**

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

If you would like to read more on how and where we collect or how we use your personal data please see our Privacy Notice.

In the Privacy Notice you can also find out how to stop receiving marketing information.

Please see our Cookies Policy to learn more about what cookies we use, their nature, purpose and related usage of your personal data on pipertyfashion.com

**Description of Products**

Each product is sold subject to its Product Description. 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 the Product Descriptions appearing on the 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.

**Ordering, cancelling and returning products**

**Orders**

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.

Find out more about refunds by reading our refund policy.

Contract creation and electronic contracting

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

You place the order for your products on the website by pressing the complete your 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.

* We will send you an order confirmation email detailing the products you have ordered. This is not an order acceptance.
* We will send you dispatch confirmation for items being delivered to you when your product is shipped from our warehouse.
* Order acceptance and the completion of the contract between you and us will take place on the dispatch 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 in the change or cancel an order information.
* For most products sent directly from our warehouse, your payment is made at the time your order is placed.
* 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 set out in the main Terms and Conditions.

 The contract will be concluded in English.

The details of your specific contract will not be filed by pipertyfashion.com. If you do require any information regarding orders you have placed with ‘Piperty Fashion’, please email us at: Customer Services traceyward@pipertyfashion.com

**Sales & Discounts**

**Gift Vouchers**

Gift vouchers can be bought via our website and are sent via email. The recipient can claim the voucher when they log into their account online.

* You can redeem gift vouchers on all items when ordering online.
* Please protect any voucher you receive and treat it as cash, we cannot replace lost vouchers.
* Our gift vouchers have no expiry date and can be used on any date you desire.
* Gift vouchers cannot be exchanged for cash we cannot offer refunds on gift vouchers.
* If you return goods you have purchased using a gift voucher we'll credit monies owing to you with a replacement voucher. This does not affect your statutory rights.
* If you are using a gift voucher and the total order value is less than the value of the card, any balance will remain on the voucher and may be applied to future purchases.
* We reserve the right to amend the gift voucher terms and conditions from time to time, where we consider it reasonable and necessary to do so.

**Discount Codes**

Discount codes and promotional vouchers give you great savings, from ‘money off’ purchases to ‘free delivery’ and more and can be found around our site and on our social media pages.

* You can only use one code/voucher per order.
* All discount codes have expiry dates and may have limited use.
* Some discount codes and promotional vouchers will have restrictions on what they can be used on.
* You may have to spend over a certain amount for the discount to apply, or the code may only work on certain products or ranges.
* Discount codes and promotional vouchers will not work alongside site-wide offers or site-wide sales. This does not affect your statutory rights.
* If your code isn't working it may be invalid due to another promotion or expired.
* All discount codes have to be applied at the time of purchasing, if you attempt to apply or use a code after ordering it may not be possible.
* If your discount code is still not accepted please check that is hasn't already been applied and taken off your order value.
* Please make sure you are entering your discount code correctly, some codes may be capitalised and use numbers or symbols.
* Any discount codes or gift vouchers may have a minimum spend requirement.

**Returns**

Any returns must be initiated through contacting ‘Piperty Fashion’ Customer Care Team at traceyward@hotmail.co.uk upon which full return instructions will be given.

* We accept the return of all items only if they are returned within 14 days of order date.
* That item/s are in their original packaging and condition with tickets still intact.

Under these circumstances we will issue a refund for the price you paid for the item/s ordered

* But not the postage to receive the goods.
* You will be responsible for the cost of the postage to return the goods.

It is recommended that you use Royal Mail Recorded/Signed for Delivery when returning goods as ‘Piperty Fashion’ cannot be held responsible for loss in transit of returning items. Refunds will only be given after the returned item has been received and inspected and found to be in condition in which dispatched.

Any return received by ‘Piperty Fashion’ after 14 days from ordering will not be credited. This does not affect your statutory rights.

In the unlikely event that a garment has a genuine manufacturing problem we would request that it be returned to us within 14 days of ordering so that we can either replace the said faulted item, or arrange a partial or full refund. In this eventuality we will cover the cost of return postage.

**Care Instructions**

Each item has its own individual care instructions and information relating to this will be found on the reverse of the garment tag. It is the responsibility of the customer to ensure these care instructions are implemented.

**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 wish to do so provided that you exercise your right no longer than 14 days after the day on which you receive the goods.
* 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 does not affect your statutory rights if goods are faulty or not as described.
* To exercise the right to cancel you must inform us of your decision to cancel your contract by a clear statement, including your name, address, details of the order you wish to cancel and where available your phone number and email address.
* You can initiate a cancelation by email: pipertytraceyward@hotmail.com, or call 07974530418
* 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 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.

**General Terms**

Intellectual property and right to use

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 our licensors or us.

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.

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, statues and regulations regarding the website and any transactions conducted on or through the website.

Limitation of liability

While we will use reasonable endeavors 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.

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.

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.

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.

Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

Waiver

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

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.

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 Piperty Fashion 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.

Law

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.

Contact

For any queries regarding our service please contact our Customer Services via email: traceyward@pipertyfashion.com or phone 07974530418.

Our company details are:

Piperty Fashion Limited

Registered Office: York

Company Registration Number: