

TERMS & CONDITIONS POLICY - LIVE WELL NATURAL SKINCARE

1 GOODS & PRICING

The prices shown are in Pounds Sterling. All prices quoted on our website are accurate at the time of publication. The price does not include the delivery of the order to the Purchase. This is an additional cost, unless otherwise state.

2 PAYMENT

No goods will be dispatched before full payment is received and cleared and debited from your account.

All payments made via the website are made using all major debit and credit cards using a secure system. Please refer to our **Privacy Policy** regarding information taken from your debit and credit cards.

If your card issuer refuses a payment then your order will not be accepted and we will not be obliged to inform you of the reason for refusal.

3 PRIVACY (GDPR)

Your personal data safety is important to us as a business. Please be aware that we only hold the minimum information in a customer database. We will never send you unsolicited emails or share your data with third parties. We may need to contact you by email if there is a delay with your order or when clarification of information is required. Please see our **Privacy Policy** for more information.

4 DELIVERY WITHIN THE UNITED KINGDOM ONLY

- Delivery should be within 2-5 working days from despatch and we aim to post orders within 3 working days.
- We are unable to process orders over weekends or Bank Holidays
- Any order placed after 12.00 noon on a Friday will not be dispatched until the following Monday.
- If the purchase is a gift going direct to the recipient:
 - It is the customer's responsibility to provide a correct delivery address
 - We accept NO responsibility for incorrect addresses for gift orders
 - Please allow plenty of time and if possible, provide a **deliver by date**
- We accept no liability for any delay caused by the **Postal Service or Courier disruption**.
- We accept no responsibility for incorrect addresses given.

5 RETURNS, EXCHANGES, CANCELLATIONS & REFUNDS

We hope that you are delighted with your order from Live Well. However, we understand that you may occasionally wish to return an item/order if you change your mind, if you find an item which is not as you expect, or if an item is faulty.

Any item can be returned if you are not satisfied with the product **PROVIDING** that is **UNUSED**, in its **ORIGINAL WRAPPING** and in a re-saleable condition.

The Thornydown Associates Ltd T/A Live Well's Returns Policy is governed by the Consumer Contracts Regulations that came into force on 13 June 2014: This states that customers have 14 days after the day on which the goods come into the physical possession of the consumer or the person that he/she nominates to receive the delivery, to cancel their order.

PLEASE NOTE: Due to the nature of our products and hygiene considerations we can only accept returns on unopened and unused soaps, skincare products, accessories and gift boxes. Goods that arrive with us in an unsaleable condition may be subject to a reduction in the refund value.

6 EXCHANGES

If you wish to exchange your product:

- Simply return it in the original postal box in an unopened, unused and re-saleable condition within 14 days of receipt.
- Clearly state the reason for exchange and which product you require

- You will incur the additional postal charges for an exchange and any additional product costs relating to the exchange of a product for one of a greater value and a refund if you exchange for a product of less value than you originally purchased.
- Additional costs must be paid by the customer before the replacement goods are despatched.

PLEASE NOTE: All products should be returned unopened, unused and in a re-saleable condition.

Please obtain **“Proof of Delivery”** from the Post Office for all returned products.

7 CANCELLATIONS

If you wish to cancel your order:

In accordance with the law, you have 14 days after the day of delivery for a cooling off period, in which you have the right to cancel your order and to receive a full refund.

No reason is needed for cancellation.

You can cancel your order by emailing pam@livewellnaturalskincare quoting your Order Number. If you have already been sent a confirmation email confirming dispatch then it will not be possible to cancel your order.

Upon receipt of the goods please return them unopened in the original postal box, unused and in a re-saleable condition and you will receive a full refund within 28 days.

PLEASE NOTE: All products should be returned unopened, unused and in a re-saleable condition.

Please obtain **“Proof of Delivery”** from the Post Office for all returned products.

8 REFUNDS AND RETURNS PROCESS

To Return your order:

- Simply return your item in the original postal box in an unopened, unused and re-saleable condition stating clearly that you would like a refund (cancellation/exchange as per the sections above).
- You will then be reimbursed the full cost of the product, plus the original standard delivery charges.
- The cost of the return postage is the responsibility of the purchaser.
- Should the product prove to be defective, a full refund will be given along with the postal costs.
- Returns will be processed by us within 5 working days of receiving the returned items.
- Refunds will then be processed via Stripe/PayPal and in accordance with their refund policies after receipt of returned items.

PLEASE NOTE: All products should be returned unopened, unused and in a re-saleable condition.

Please obtain **“Proof of Delivery”** from the Post Office for all returned products.

9 RETURNS MUST BE SENT TO THE FOLLOWING ADDRESS:

Returns, Live Well, Riverside House, Policeman’s Corner, Winterbourne Gunner, Salisbury, Wiltshire, SP4 6JG.

10 STATUTORY RIGHTS

These Terms and Conditions of Sale do not affect your statutory rights.

11 LAW & JURISDICTION

The terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

12 BUSINESS DETAILS: Thornydown Associates Ltd/Trading as Live Well, Company Registration No: 2491543.

1. AGREEMENT TO TERMS

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and Thornydown Associates Ltd, doing business as Live Well, located at Riverside House, Salisbury, Wiltshire, SP4 6JG (we, us), concerning your access to and use of the website www.livewellguru.club and www.naturalskincare.co.uk as well as any related applications (the Site). The Site provides the following services: Sale of Natural Soaps, Skincare and Accessories. You agree that by accessing the Site and/or Services and have read, understood, and agree to be bound by all of these Terms and Conditions. **If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately.** We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.4 We may update or change the site from time to time to reflect changes to our products, our users needs and/or our business priorities.

1.5 Our site is directed to people residing in the United Kingdom. The information provided on the Site is not intended for distributions to or use by any person or entity in any jurisdiction or country where such distributions or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.6 The Site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.

1.7 Additional Policies which also apply to your use of the Site include:

Our Privacy Notice (**Live Well Privacy Privacy**) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

2. ACCEPTABLE USE

2.1 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.2 As a user of this Site, you agree not to:

- Systematically retrieve data or other content from the Site to a compile database or directory without written permission from us
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses
- Use a buying agent or purchasing agent to make purchases on the Site
- Use the Site to advertise or sell goods and services
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- Engage in unauthorized framing of or linking to the Site
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Make improper use of our support services, or submit false reports of abuse or misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- Interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site.
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile
- Use any information obtained from the Site in order to harass, abuse, or harm another person
- Use the Site or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site

- Attempt to access any portions of the Site that you are restricted from accessing
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users
- Delete the copyright or other proprietary rights notice from any of the content
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism
- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site
- Use the Site in a manner inconsistent with any applicable laws or regulations
- Threaten users with negative feedback or offering services solely to give positive feedback to users
- Misrepresent experience, skills, or information about a User
- Advertise products or services not intended by us
- Falsely imply a relationship with us or another company with whom you do not have a relationship

3. INFORMATION YOU PROVIDE US

3.1 You represent and warrant that:

(a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

If you know or suspect that anyone other than you knows your user information (such as an identification code or user name) and/or password you must promptly notify us at pam@livewellnaturalskincare.co.uk

3.2 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a user name you select if we determine that such user name is inappropriate.

4. CONTENT YOU PROVIDE US

4.1 There may be opportunities for you to post content to the Site or send feedback to us (**User Content**). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

4.2 You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you, and combine your User Content with other content for use within the Site and otherwise. We do not have to attribute your User Content to you.

4.3 In posting User Content, including reviews or making contact with other users of the Site you shall comply with our Acceptable Use Policy (**Section 2 Acceptable Use**)

4.4 You warrant that any User Content does comply with our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

4.5 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with the Acceptable Use Policy.

4.6 We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values

4.7 If you wish to complain about User Content uploaded by other users please contact us at:
pam@livewellnaturalskincare.co.uk.

5. OUR CONTENT

5.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (**Our Content**) are owned or licensed to us, and are protected by copyright and trade mark laws.

5.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded,

translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

5.3 Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

5.4 You shall not (a) try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

5.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.

5.6 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

5.7 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

6. SITE MANAGEMENT

6.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

6.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

6.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

7. MODIFICATIONS TO AND AVAILABILITY OF THE SITE

7.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

7.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

7.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

8. DISCLAIMER/LIMITATION OF LIABILITY

8.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law. We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

8.2 Our responsibility for loss or damage suffered by you:

WHETHER YOU ARE A CONSUMER OR BUSINESS USER:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- If we fail to comply with these Terms and Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions, but we would not be responsible for any loss or damage that were not foreseeable at the time you started using the Site.
- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- You have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

9. TERM AND TERMINATION

9.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at pam@livewellnaturalskincare.co.uk.

9.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation. If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

9.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

10. GENERAL

10.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. **You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

10.2 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

10.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

10.4 We may assign any or all of our rights and obligations to others at any time.

10.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

10.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

10.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

10.8 **For consumers only** - Please note that these Terms and Conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you have any complaint or wish to raise a dispute under these Terms and Conditions or otherwise in relation to the Site please follow this link <http://ec.europa.eu/odr>.

10.9 Except as stated, a person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

10.10 In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us by email at info@livewellguru.co.uk or by post to:

Live Well, Riverside House, Winterbourne Gunner, Salisbury, Wiltshire, SP4 6JG

SUPPLY OF GOODS TERMS & CONDITIONS

1 DEFINITIONS In this document the following words shall have the following meanings:

1.1 "**Consumer**" shall have the meaning "a person who purchases Goods and Services for personal use" See Consumer Rights Act 2015;

1.2 "**Customer**" means any person or company who purchases Goods from the Supplier;

1.3 "**Goods**" means the products specified on the Site;

1.4 "**Supplier**" means Thornydown Associates Ltd, Trading as Live Well of Salisbury, SP4 6JG, with registered office at the same address.;

1.5 "**Terms and Conditions**" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 PRICE AND PAYMENT

3.1 The price for the Goods and Services is as specified on the Site and any applicable charges outlined are published on the Site.

3.2 Payment shall be in the manner specified in the Terms & Conditions and on the Site.

4 DELIVERY

4.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

4.2 All risk in the Goods shall pass to the Customer upon delivery.

5 TITLE Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

6 CUSTOMER'S OBLIGATIONS To enable the Supplier to perform its obligations the Customer shall:

6.1 co-operate with the Supplier;

6.2 provide the Supplier with any information reasonably required by the Supplier;

6.3 comply with such other requirements as may be set out in the Terms or otherwise agreed between the parties.

7 SUPPLIER'S OBLIGATIONS

7.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

8 CANCELLATIONS AND REFUNDS FOR GOODS ONLY

8.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier (**See Section 5 under Terms & Conditions**)

8.2 All mail items received and business information acquired by the Supplier is treated as commercially confidential and will not be disclosed to anyone outside of the Suppliers company or partner companies used in the provision of your Goods/Services.

9 LIMITATION OF LIABILITY

9.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods.

9.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10 FORCE MAJEURE – EVENTS OUTSIDE OUR CONTROL Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11 SEVERANCE If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

We keep our Terms & Conditions Policy under review. This Policy was last updated June 2023.