



## Terms and Conditions of Web Sales for DMM International Limited

### 1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply our products to you when you purchase a product from our website [www.dmmclimbing.com](http://www.dmmclimbing.com).
- 1.2. **Why you should read them.** Please read these terms and conditions carefully before you submit your order to us. These terms and conditions tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem with your order and other important information. We reserve the right to change the terms and conditions at any time (subject always to your legal rights). If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3. **For your attention.** We draw your attention to section 13 in relation to the limitation of our liability under these terms and conditions.

### 2. Information about us and how to contact us

- 2.1. **Who we are.** We are DMM International Limited a company registered in England and Wales. Our company registration number is 02040257, our VAT number is 742369718 and our registered office is at Accounts Bungalow Y Glyn, Llanberis, Caernarfon, Gwynedd LL55 4EL.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 1286 872 222 or writing to us by email to [websales@dmmwales.com](mailto:websales@dmmwales.com) or by post to DMM Websales, DMM International Limited at Accounts Bungalow Y Glyn, Llanberis, Caernarfon, Gwynedd LL55 4EL.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

- 3.1. **How we will accept your order.** Your order will be accepted when we email you to accept it, at which point a contract will exist between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product ordered. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. **We only deliver to the UK.** We do not deliver to addresses outside of the UK.

## 4. Our products

- 4.1. **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Our product may vary slightly from those images.
- 4.2. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.3. **Discount codes.** Discount codes shall only apply to specific products (which will be clearly identified on the website). The discount code shall only apply in a specific period (we will make this period clear on our website). The discount code will not be applied to the delivery charge. When returning products on which you have received our discount offer, we will adjust your refund accordingly to reflect the value of your revised order. This discount offer is conditional upon purchasing full priced product(s) only. You cannot redeem the discount code on multiple transactions.
- 4.4. **eVoucher.** When purchasing an eVoucher from the website, you will receive an email from us which will include a code as part of your order acknowledgment. Our eVoucher can be redeemed via this website only and may be exchanged for products of a higher price than the value applied on the eVoucher on payment of the difference. The eVoucher is reusable. If you do not spend the entire balance on the eVoucher the remaining balance will remain on the eVoucher. No cash will be given. A eVoucher may not be refunded, exchanged for cash, used as payment with promotional codes or taken as a deposit. Please treat the eVoucher as cash, we will not accept liability for a lost eVoucher. A eVoucher shall include an expiry date. Any balance remaining after expiration of the validity period will be cancelled. A eVoucher cannot be used to buy a further eVoucher.
- 4.5. **Our manufacturer guarantee.** Our professional and climbing products (excluding clothing and bags) come with a minimum guarantee of three years'. This guarantee does not extend to normal wear through usage, incorrect storage, poor maintenance, accidental damage, negligence, any modifications or alterations, corrosion, or for any usage for which the product was not designed. Please note that this manufacturer guarantee is in addition to your legal rights set out in section 11.2.

## 5. Your rights to make changes

- 5.1. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.2. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see section 8 - Returning products and your rights to end the contract).

## 6. Our rights to make changes

- 6.1. **Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

## 7. Providing the products

- 7.1. **Delivery options and costs.** Our delivery options and costs of delivery are detailed here <http://dmmwales.com/shipping>. Our couriers are DHL and UPS. For DHL terms and conditions please visit [Terms & Conditions | DHL Parcel | United Kingdom](#) and for UPS' term and conditions please visit [Terms & Conditions of Carriage | UPS - United Kingdom](#).
- 7.2. **When we will provide the products.** During the order process we will let you know when we will provide the products to you. We will aim to deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 7.3. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be responsible for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4. **Collection by you.** If you have asked to collect the products from our warehouse located at DMM International Limited, Y Glyn, Llanberis, Caernarfon, Gwynedd LL55 4EL, you can collect them from us at any time during our working hours of 9.00am – 4:00pm on weekdays (excluding weekends and public holidays).
- 7.5. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.6. **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and section 11.2 will apply.
- 7.7. **Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as ended straight away if any of the following apply:
- (a) we have refused to deliver the products;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8. **Setting a new deadline for delivery.** If you do not wish to treat the contract as ended straight away, or do not have the right to do so under section 7.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as ended if we do not meet the new deadline.
- 7.9. **Ending the contract for late delivery.** If you do choose to treat the contract as ended for late delivery under section 7.7 or section 7.8, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that, we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must allow us to collect them from you. We will pay the costs of collection. Please call customer services on +44 (0)1286 872222 or email us at [websales@dmmwales.com](mailto:websales@dmmwales.com) to arrange collection.

**7.10. When you become responsible for the products.** The product will be your responsibility from the time we deliver the product to the address you gave us. Alternatively, if you or a carrier (organised by you) arrange collection of the product from us, the product will be your responsibility from the time of collection.

**7.11. When you own the product.** You will own the product once we have received payment in full.

**7.12. Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the product as requested by you or notified by us to you (see section 6).

**7.13. Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for the product.

## **8. Returning products and your rights to end the contract**

**8.1. Returning products at any time.** For most products bought online you have a legal right to change your mind within 14 days and receive a refund, however, subject to the terms included at sections 7.2, 7.3 and 8.5, you can at any time within 30 days of receiving the product, return the product to us.

**8.2. You can always end your contract with us.** You have the right to end your contract with us under the Consumer Contracts Regulations 2013 in the following circumstances:

- (a) **if what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see section 11;
- (b) if you want to end the contract because of something we have done or have told you we are going to do, see section 8.3;
- (c) **if you have just changed your mind about the product, see section 8.5.** You may be able to get a refund if you are within the cooling-off period, but this may potentially be subject to deductions;
- (d) in all other cases (if we are not at fault and there is no right to change your mind), see section 8.7.

**8.3. Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**8.4. When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them. Please refer to section 9.3; or
- (b) any products which become mixed inseparably with other items after their delivery.

**8.5. How long do I have to change my mind?** you have 30 days after the day you (or someone you nominate) receive the products, **unless**:

- (a) **your products are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the products; or
- (b) **your products are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the products.

**8.6. Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see section 8.2), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) as compensation for the net costs we will incur as a result of your ending the contract.

**9. How to end the contract with us (including if you have changed your mind)**

**9.1. Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **phone or email.** Call customer services on +44 (0) 1286 872 222 or email us at [websales@dmmwales.com](mailto:websales@dmmwales.com). Please provide your name, delivery address, details of the order and, where available, your phone number and email address.
- (a) **By post.** Print off the form [INSERT LINK TO PRINTABLE MODEL CANCELLATION FORM] and post it to us at the address on the form. Or simply write to us at the following address: Websales DMM International Y Glyn, Llanberis, Caernarfon, Gwynedd LL55 4EL. including details of what you bought, the relevant order number, when you ordered or received it and your name and address.

**9.2. Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us by using the prepaid postage label provided by us and posting the product(s) via a "UPS Access Point". You can locate your nearest UPS Access Point by visiting [UPS Access Point™ | UPS -](#)

[United Kingdom](#). If you are exercising your right to change your mind as per section 8.4, you must return the product(s) to us within 14 days of telling us you wish to end the contract.

9.3. An exception to your refund and cancellation rights do apply. This exception includes climbing and PPE safety equipment. Due to health and safety guidelines, climbing and PPE safety equipment must be returned with packaging and labelling intact. If there is any sign or possibility that the products have been used or contaminated then we regret that we are unable to accept a return on the grounds of consumer safety. Whilst we are happy to try and resolve any issues relating to faulty products sent back to us, we must insist that under health and safety guidelines that all such returns are in a clean and hygienic state. Any products that we deem are received in an unhygienic condition will not be dealt with and will be simply returned to you. Any additional postage costs arising out of such returns will have to be met by you.

**9.4. When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms (as per section 15.6), an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong,

in all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.5. **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.7. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 business days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see section 9.2.

**10. Our rights to end the contract**

10.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery address and telephone number; or
- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in section 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you as compensation for the net costs we will incur as a result of your breaking the contract.

## 11. If there is a problem with the product

11.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +44 (0) 1286 872 222 or write to us at [websales@dmmwales.com](mailto:websales@dmmwales.com) or by post to Websales DMM International, Y Glyn, Llanberis, Caernarfon, Gwynedd LL55 4EL.

11.2. **Your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- (a) up to 30 days: if your products are faulty, then you can get an immediate refund;
- (b) up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases; or
- (c) up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

11.3. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

11.4. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products, due the products being faulty or misdescribed you must return them to us by using the prepaid postage label provided by us and posting the product(s) via a "UPS Access Point". You can locate your nearest UPS Access Point by visiting [UPS Access Point™ | UPS - United Kingdom](#).

## 12. Price and payment

12.1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see section 12.3 for what happens if we discover an error in the price of the product you order.

12.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

12.4. **When you must pay and how you must pay.** We accept payment with PayPal and Worldpay. You must pay for the products before we dispatch them.

### **13. Our responsibility for loss or damage suffered by you**

- 13.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Please note that it is your responsibility when using the products to use the products and the equipment safely and for its designated purpose only. Any person using a product assumes all risks and full responsibility for all damages or injury that may result from the use of it, save where the product is faulty or misdescribed. Please read and understand the information included on the product before use, and retain this information for future reference.
- 13.2. **We are not responsible to you if you do not follow the user manual.** Some of our products do come with a user manual. It is your responsibility to read the user manual and to follow the guidance. We cannot be held responsible if you do not follow the guidance set out in the user manual.
- 13.3. **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for faulty products under the Consumer Protection Act 1987.
- 13.4. **We are not responsible for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no responsibility to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Our customer service team is not responsible for damage caused by you.** Our customer service team are here to help and will try and help you with any queries that you have in respect of the products. However our customer service team cannot be held be responsible if you do not follow the guidance set out in the user manual as referred to in section 13.2

### **14. How we may use your personal information**

- 14.1. **How we will use your personal information.** We will only use your personal information as set [here](#).

### **15. Other important terms**

- 15.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund to you any payments you have made in advance for products not provided.
- 15.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at section 4.5 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing us with a receipt or other proof of ownership.



- 15.3. Nobody else has any rights under this contract (except someone you pass your warranty on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in section 15.2 in respect of our warranty. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms and conditions.
- 15.4. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6. We may amend these terms.** We are at all times entitled to change or supplement these general terms and conditions. This means that for any subsequent orders to an initial order made under one version of these terms and conditions, other terms and conditions may apply.
- 15.7. Which laws apply to this contract and where you may bring legal proceedings.** These terms and conditions are governed by the laws of England Wales and you can bring legal proceedings in respect of the products in the English courts or the Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.8. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Consumer Ombudsman via their website at <https://www.ombudsman-services.org>. The Consumer Ombudsman will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform (if applicable to the governing law as per section 15.7 as at the date of the dispute).

## Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Websales

DMM International

Y Glyn

Llanberis

Caernarfon

LL55 4EL

Email address: [websales@dmmwales.com](mailto:websales@dmmwales.com)

Telephone number: +44 (0) 1286 872 222

Fax number: +44 (0) 1286 872 090

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate