



## Icicle Windermere – shop retail terms & conditions

Please read through them carefully, and if you have any queries at all about them, get in touch with us on 01539 44 22 17 or [info@icicle.co.uk](mailto:info@icicle.co.uk). The terms are valid from 01/01/2021 until 31/12/2021.

### Who we are

- Icicle is based in Windermere in the UK Lake District. We are a registered tour operator, as well as a retailer. These terms and conditions relate solely to the retail side of our business.
- If you need to contact us, please call 01539 44 22 17 or e-mail [info@icicle.co.uk](mailto:info@icicle.co.uk). We always aim to reply to emails within 24 hours. If you haven't heard from us by then, we probably haven't received it.
- You can visit us at Icicle, Church Street, Windermere, Cumbria, LA23 1AQ, UK.

### How to order online

- We have made every effort to make the online shopping experience very easy. It has a shopping cart system, and you can edit the contents right up to the point of payment. Simply choose from the options (size, quantity, colour, etc) of any item required and click to 'Add to the Basket'.
- You can click on the basket icon to adjust the number of items or to delete an item at any time. A running total of the cost of your purchases is kept. When you have completed your shopping, and are ready to complete the purchase, click on the 'Checkout' button and have your credit or debit card ready. Most items are held in stock for immediate dispatch, but if some items are on back order, and will take a couple of extra days to reach you. If this is ever the case, we will contact you straight away.
- The checkout process has 5 simple steps; Enter Personal Details, Confirm Delivery Information, Delivery / Billing Information, Enter Payment Details, and Complete Order. You are then sent a confirmation email. The current terms and conditions are those displaying a valid date and term.

### Delivery address

- On your online account, you can create as many different delivery addresses as you wish. Please include the name of the recipient within the delivery address if that person is not you. If you are sending someone a gift and do not wish the invoice to be included in the parcel, you can request us to "Please don't include the invoice with the goods - please email it instead" in the instructions box.

### Retail account

- You will need to register an account on the first time that you order. This is a simple process and saves you having to retype your details each time you order. Your main address or "Invoice Address" must be the address that your payment card is registered to. If it is not then we will not be able to process the order. Your details will never be revealed to another party except for the purpose of processing your order. Our website may place "cookies" on your computer to help create your order.

### Our contract

- We consider our contract to you to be at the point that we ship the goods and we reserve the right to cancel any order placed and refund the money to your card account. We are most unlikely to do this unless the item is no longer available, the item is mispriced, or we suspect that you may be engaged in some sort of fraud or other illegal activity. All contracts are governed by English law.

### Returns policy

- Please note that we do not refund postage for returns (either outgoing or incoming) unless the item is in our opinion obviously faulty and you have contacted us first about it. In the event that your purchase is not suitable, for whatever reason, you have the right to return it to us.
- Before sending any items back to us, it is essential that you e-mail us first to inform us of the reason, and await acknowledgement and instructions first. This is to enable you to meet the conditions of the Distance Selling Regulations, by informing us in writing within 14 days of receiving the goods.
- Goods should be returned in new condition, unused and with their original undamaged packaging. To return unwanted goods please go to our website and download our returns form and then post your item(s) to us along with the completed form. In this instance, you will be responsible for any return postage costs. The time limit for returns is 28 days of receipt, as long as you informed us that you were returning them within 14 days of receipt.
- If you are requiring a direct exchange, for example, for a different size or colour, we require you to include a SAE

(Stamped Addressed Envelope) of the same value as it cost you to return the item to us (only for a UK address). We will send out the replacement item.

→ When returning goods to us, we strongly suggest that you use registered post or a guaranteed delivery service for your own peace of mind, as a tracking number will be able to demonstrate their return date receipt by us. A Certificate of Posting (available free) covers cheaper items, otherwise use Recorded Delivery, Special Delivery or Parcel Force, all of which can be insured for a small cost - ask at the Post Office.

→ For returns of European and International orders the charge will vary depending on the current cost of delivery to that country. For an accurate price, please contact us before returning your item. In the unlikely event that your purchase develops a fault, for whatever reason, then please contact us first either by telephone or email for further instructions.

→ In the majority of cases, any faulty goods will have to be returned to us and then forwarded on to their respective suppliers for inspection. Please be aware that this process may take several weeks in some cases.

→ Whilst we are happy to try and resolve any issues relating to faulty products sent back to us, we must insist that under Health & Safety guidelines that all such returns are in a clean and hygienic state (including the soles of any footwear returned). Items that are received in a dirty or unhygienic condition will not be dealt with and will be simply returned to the sender.

→ Any additional postage costs arising out of such returns will have to be met by the customer. All refunds will be given as quickly as possible, and usually take the form of a refund transaction onto the card used for the original purchase.

→ In the case of incorrect ordering and undisclosed reasons for return, the customer will be expected to pay the return postage costs. Note that all non-faulty returned items, must be completely unused. If the items have clearly been used (e.g. dirty, stained, rubbish in pockets) such returns will not be credited and will only be posted back if the customer agrees to pay the postage. Overseas customers will receive the same service except that post on the returned item will be charged at cost.

→ Rules on returning unwanted/unsuitable items that you have ordered are governed within the UK by the Consumer Contracts Regulations. These state that if the customer changes their mind because they don't like what they have ordered and returns it then the supplier should refund not only the goods but also the cheapest option cost of postage that the customer could have paid to get the goods sent to them in the first place – i.e. if they chose a more expensive postal option then they only get the cheapest part refunded. As our cheapest UK postage option is £0 on orders over £30 and as the regulations do not in this respect apply to contracts under £42 please note that we will not refund postage costs of any sort on returned goods unless the goods are in our opinion obviously faulty.

→ Unused non-faulty items that have been in your possession for more than one month may be returned at our discretion (this will largely depend on whether the item is still a current model or not and whether it is still one that we stock). If the items were originally sent out to you post free we will refund the cost minus the cost to us of the original postage. Please contact us prior to returning any such

goods. Faulty goods can be returned at any time - please contact us first (01539 44 22 17 or [info@icicle.co.uk](mailto:info@icicle.co.uk)). Please note that the final decision as to whether the goods are faulty rests with the manufacturer. If the goods are accepted as faulty then they will be repaired or replaced free of charge. We regret that, because many faulty goods will need to be posted back to the manufacturer and await their decision, this can be a rather lengthy process, and the bigger the manufacturer, the longer it seems to take. We cannot accept any claim for any other extra costs involved arising out of a faulty item, other than return postage). Overseas customers, please note that we cannot refund your postage however faulty items may be - please consider this before ordering.

## Overseas orders

→ We are happy to ship goods overseas, however we would like to point out some of the problems that may occur. Please also read our Returns section as your purchase may be more expensive than you think if you have to send it back (we are unable to refund postage on returns from overseas).

→ For shipping to countries within the European Union (EU) postage is payable on all items, and prices are advertised on the website. EU countries we post to are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia (Slovak Republic), Slovenia, Spain, Sweden, United Kingdom (except Channel Isles, which are not part of the EU, so we cannot supply goods here).

→ Due to the large cost of postage outside the EU, we do not post any items elsewhere in the world, so do not order through us. If ordering using a foreign bank card, you may be charged extra by your card company for foreign currency transactions, and we will not be held responsible for any such charges.

## Website security & privacy

→ The online shop is completely secured using advanced SSL (Secure Sockets Layer) encryption. All personal information given to Icicle will be protected. Your information will not be disclosed to any third parties. Our server will secure your personal information with up-to-date firewall and encryption techniques during the ordering process. In order to protect customers to the fullest extent, we do not store your credit card information at any time. To assist you in recognizing secure areas of the Icicle shop website, a small lock icon will appear in the lower right-corner of your web browser. When this icon is present, and in the locked position, you know that information on that page will be secured.

→ Any customer information held on our computers complies with the rules and laws contained within the Data Protection Act 1984 act. We will keep customer information safe and secure and will not distribute or sell this information to a third party. We will not send emails to you unless you have given us your consent by subscribing to our email newsletter. Our emails always include an option to 'unsubscribe' in the footer.

## Website prices

→ All our prices are in UK pounds sterling. The prices payable for the items that you order are clearly set out on the

web site. All prices are expressed inclusive of any VAT payable unless otherwise stated. The price of the item(s) does not include the delivery charge which will be charged at the rates applicable at the date you place your order. Product information is included on the site and if there is anything that you do not understand, or if you want more information, please contact us.

## Stock availability

→ We will endeavour to have those items that are available to buy on our site. Occasionally we may be unable to supply a particular item and we will notify you as soon as possible. Please e-mail or call us if any particular item is out of stock and we will endeavour to source it for you and let you know the estimated delivery date.

## Special offers

→ All special offer prices are subject to availability and at the discretion of Icicle, and we reserve the right to withdraw the sale of a product at any time, should we see fit. Promotions and promotional prices will run temporarily (e.g. while stocks last) and can be withdrawn at any time by Icicle.

→ For clarification on any offers or discounted prices please contact the shop. If we do not stock the product that you are looking for but we do stock the brand, there is a possibility that we may be able to order it in for you. In this situation, please email or phone us to discuss the availability.

## Payment methods

→ We accept Mastercard, Visa, Maestro, and all payments are powered by WorldPay and we also accept PayPal. When placing an order, the address given must be identical to that registered with your credit card company. To process your order more efficiently, we also request a landline telephone number (not a mobile) to be used in case of query.

→ Card payments are processed by WorldPay. If there is a problem with your payment we will e-mail you as soon as we can (usually the same day). Goods are charged at the rate that applies at the moment our bank processes the order, not at the moment you place it.

→ If back ordered items are likely to be out of stock for a significant time but you still require them, we can refund the cost of those items and then contact you for payment when they come into stock. We regret that we cannot accept cheques for mail order items.

## Receipts / invoices

→ We will e-mail you confirming that we have received your order and again to notify you that your order has been despatched. You will receive a till receipt when the goods are delivered. Any mistakes in billing or receipts will be corrected as soon as possible.

## Safety warning

→ Climbing, mountaineering and other outdoor activities are dangerous. Please ensure that you are properly equipped and trained in the use of the equipment for your own safety and the safety of others.

→ Once purchased, use your equipment in accordance with the manufacturers instructions, inspect it regularly and

ensure it is properly maintained. Nothing in this notice affects your statutory rights. We are always available for expert advice on all the equipment sold on this site.

## Website accuracy

→ While every effort is made to maintain the information on this website as accurately as possible, mistakes do occasionally happen. If you are aware of any error on the website we would be grateful if you could email us at [info@icicle.co.uk](mailto:info@icicle.co.uk) with a link to the page that it occurs on as well as a short note as to the nature of the error.

→ If we have mispriced a product we will inform you and give you the option to cancel the order. If information about a product is substantially incorrect we will refund the product if you return it to us and also the cost of returning it to us, but we cannot accept liability for any further costs that may be associated with that misinformation.

→ We try to ensure that all images displayed on our website match the product as accurately as possible but cannot always guarantee an exact colour match to the product as displayed on your screen. All product information and technical specs contained on the Icicle shop site are for guidance only, no responsibility can be taken for errors, typos or omissions.

→ The information contained in the news stories and gear guides on our website is only intended for information purposes and does not constitute advice and should not be relied on to make any decision or take any action. The content of pages on our site is constantly updated yet may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for not doing so.

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