



Terms and Conditions

Introduction

These are the terms and conditions (as amended from time to time) governing use of this website and the agreement that operates between us and you (the “Terms”). These Terms set out the rights and obligations of all users (“you”/“your”) and those of Mountaineering Ireland (“us”/“our”/“we”/“MI”) in relation to this website. Please carefully read these Terms and our Data Protection Policy. By using this website you are consenting to be bound by these Terms and our Data Protection Policy.

If you do not agree to all of the Terms and the [Data Protection Policy](#), please do not use this website and leave it instead.

If you have any questions about the Terms or the Data Protection Policy, please contact us at Mountaineering Ireland, Irish Sport HQ, National Sports Campus, Blanchardstown, Dublin 15. Mountaineering Ireland is a company limited by guarantee, registered in Dublin No. 199053.

Subject to you having agreed with and continuing to comply with these Terms, Mountaineering Ireland grants you a personal, revocable and non-transferable licence to access and use this website. Mountaineering Ireland reserves the right to terminate your access to this website at any time and without notice.

Any rights not expressly granted in these Terms are reserved.

Delivery Policy

If you require an item by a specific date please state this when ordering and we will do our best to get it to you by that date. **Generally delivery time will be within 10 working days.** However, certain items i.e. special orders, custom orders and out of stock items may take longer so please allow for this when ordering.

Please also include a day-time contact telephone number that we can use if required.

You are responsible for making arrangements to receive the goods and where goods are held at a delivery depot due to no one being there to sign for them, you are responsible for collecting the goods promptly. It is important you supply an accurate address.

** Please note that any duty and/or administration charges incurred by your parcel being delivered overseas will need to be settled by you as Mountaineering Ireland will not be held liable for these.

Cancellation Policy

If you wish to cancel an order you must inform us in writing as soon as possible by sending an email to info@mountaineering.ie with a Subject heading of “**Order Cancellation**”. **Please include your Order ID number in this email.**

If we receive your order cancellation instruction before we have dispatched the goods to you, you shall be entitled to a full refund of the total order price minus the transaction fee we have incurred when we processed your payment. This transaction fee is typically around 5% of the total order price, though this figure is subject to change without notice and we cannot guarantee what this figure will be prior to receiving any individual order. The refund payment will be made in accordance with the Refunds section below.

If we receive your order cancellation after we have dispatched your goods to you, then you may no longer cancel your order. However, you are entitled to return the goods to us in accordance with the Returns section below.

Returns Policy

We hope that you are delighted with your order. However, if for any reason you are not entirely satisfied, you may return any or all items in their original condition and packaging for a refund within 14 working days from delivery, subject to the following conditions:

You must inform us of your intention to return the goods to us in writing **within 7 days of receiving the goods** by sending an email to info@mountaineering.ie with a Subject heading of “**Order Return**”. **Please include your Order ID in this email, and clearly state your reasons (if any) for returning the goods to us.** If you wish to return only part of the order then please also clearly state which items you wish to return.

You must wait for our response by email before returning the goods. We may correspond with you by email to discuss the condition of the goods you wish to return. We will provide you with a Returns Form with a unique Returns Number when we have completed this process with you. You must complete and sign this Returns Form and include it with the package you return to us.

You must return the goods to us by a registered/recorded delivery service (which requires a signature by the recipient) with suitable carriage insurance to the following address:

**Returns
Mountaineering Ireland
Irish Sport HQ
National Sports Campus
Blanchardstown
Dublin 15, Ireland**

We cannot accept damaged or lost returns, and reserve the right to refuse your return if you do not send it by registered/recorded mail. You must return the goods unused.

All returned products must be in their original product packaging. If you have opened the product packaging, or you have damaged the packaging so that it cannot be reused, we reserve the right to provide you with a partial refund only. You must retain your original registered/recorded mail receipt in case we require proof of the return in the unlikely event that your return package does not reach us.

Refunds Policy

Subject to your compliance with the Returns section above, if you are returning your goods because they were damaged in transit, or because the wrong products were delivered, or because the products delivered were materially different from what was described on the website when you purchased the products, then you shall be entitled to a refund of the full product price(s) of the returned product(s) and a refund of the full price of the original delivery charge.

Subject to your compliance with the Returns section above, in all other circumstances you will be entitled to a refund of the full product price(s) of the returned product(s) minus the transaction fee we incurred when processing your online payment only. The original delivery charge will not be refunded.

In no circumstances will you be refunded your cost of delivering the returned goods to us.

Please note, if we reasonably believe the returned goods have been used you will not be entitled to a refund. **You will be responsible for arranging for the delivery of your returned goods back to yourself within 28 days of our receipt of your returned goods.**

Your refund will be applied to the credit/debit card used to make the transaction within 24 hours of our acceptance of your returned goods.

Minimum Age Policy

If you are aged 16 or under you may browse our website but you should always seek parental / guardian approval before purchasing an item or becoming a member.

Links on this website

Links to third party websites and details of third party services on this website are provided solely for your convenience and Mountaineering Ireland does not control and is not responsible for such third parties, their products, services and / or websites including availability of use and content of such. Mountaineering Ireland has not reviewed or evaluated any third party products, services or websites and does not in any way endorse or make any representations about such or about the third party providers. If you use a third party link, you leave this website and if you decide to access any of the third party websites linked to this website, or use any of the third party products or services displayed on it, you do so entirely at your own risk.

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Links to this website

If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of the Mountaineering Ireland logo;
- you do not create a frame or any other browser or border environment around this website;
- you do not in any way represent or imply that Mountaineering Ireland is endorsing any products other than its own;
- you do not misrepresent your relationship with Mountaineering Ireland;
- you do not present any false information about Mountaineering Ireland;
- you do not in any way infringe the intellectual property rights of Mountaineering Ireland or its licensors;
- you do not link from a website that is not owned by you;
- your website does not contain content that is distasteful, offensive, or infringes any intellectual property rights or other rights of any person or otherwise does not comply with all applicable laws and regulations.

Mountaineering Ireland expressly reserves the right to revoke the right granted above for breach of these terms and to take any action it deems appropriate. You shall fully indemnify Mountaineering Ireland for any loss or damage suffered by Mountaineering Ireland, either directly or indirectly, for breach of the above terms or any other part of these Terms.

Amendments to the terms

Mountaineering Ireland reserves the right to amend the contents of this website, including these Terms, from time to time or to suspend or discontinue the website. Therefore, you should acquaint yourself with the Terms (and possible amendments to such) each time you visit this website

Visitor conduct and material

You may not, via this website, participate in any activities which are illegal, offensive or abusive or which infringe the rights of third parties. Without limiting the generality of the foregoing, you are prohibited from posting or transmitting to or from the website any material:

that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, in breach of confidence, in breach of privacy;

or

for which you have not obtained all necessary licences and/or approvals; or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

or

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

Other than personally identifiable information, which is covered under our Privacy Statement, any material you transmit or post to the website shall be considered non-confidential and non-proprietary. Mountaineering Ireland shall have no obligations with respect to such material. Mountaineering Ireland and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

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Disclaimer and limitation of liability

While Mountaineering Ireland endeavours to ensure that the information on the website is correct, Mountaineering Ireland does not warrant the accuracy and completeness of the material on the

website. Mountaineering Ireland may make changes to the material on the website, at any time without notice. The material on the website may be out of date, and Mountaineering Ireland makes no commitment to update such material.

This website is available to all users “as is” without any representation or warranties of any kind, either express or implied. To the maximum extent permitted by law, Mountaineering Ireland provides you with the website on the basis that Mountaineering Ireland excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of merchantability/satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the website).

Mountaineering Ireland, any other party (whether or not involved in creating, producing, maintaining or delivering the website), and any of Mountaineering Ireland's companies and the officers, directors, employees, members or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the website in any way or in connection with the use, inability to use or the results of use of the website, any websites linked to the website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the website.

Place of venue for any disputes in connection with this website is Ireland. These Terms are governed by the laws of the jurisdiction, and disputes are to be escalated to Mountaineering Ireland's head office.

To the extent that there are any gaps in these terms of use or that any of their provisions are or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby.

Miscellaneous

Any waiver of these Terms must be in writing and signed by Mountaineering Ireland to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

These Terms represent the entire understanding and agreement between you and Mountaineering Ireland relating to use of this website, and supersede any and all prior statements, understandings, and agreements whether written or oral between you and Mountaineering Ireland relating to use of this website, and shall not be modified except in writing, signed by you and Mountaineering Ireland.

Feedback

We welcome your feedback about these Terms, the Privacy Statement or this website. Please contact us on info@mountaineering.ie with any comments.