

Terms of Sale

These terms of sale are valid for all orders placed with JM Belts, JM Belts, 28 Magdalene St, Cambridge, CB3 0AF, Great Britain on www.jmbeltscambridges.co.uk

Changing our terms of sale

All possible amendments will be made public on this site. These terms of sale were last updated on 21 October 2020.

Information about us

www.jmbeltscambridges.co.uk is a site operated by JM Belts (we, our, us). 28 Magdalene St, Cambridge, CB3 0AF, Great Britain.

Ordering

After placing an order, you will receive an email from us acknowledging that we have safely received it. This does not mean that your order has been accepted. All orders are subject to acceptance by us, and we will send you a second email to confirm acceptance and dispatch of your order. The contract between us ('contract') will only be made when we send you the email to confirm acceptance and dispatch. Only those products listed in the email as being dispatched will be included in the contract.

Availability

All products are subject to stock availability. We will inform you as soon as possible if all the products in your order are not available and we will cancel your order. If only some of the products in your order are available this will be explained in your acceptance and dispatch email. If you pay by credit or debit card and the products are unavailable you will still be charged, we will contact you as soon as possible to arrange a refund, in full, for any and all unavailable items you have purchased. If you pay using PayPal and Laybuy any payment made for products which are not available will be credited back to your PayPal or Laybuy account. We may, from time to time and at our absolute discretion, limit purchases to no more than 10 (or any other quantity that we decide is appropriate) of any one item per transaction.

Ordering errors

You are able to make changes to your order up to the point at which you click on the Buy Now button in checkout.

Prices

Please be aware that the prices displayed on our site where applicable but exclude delivery costs, which will be added to the total amount due. The applicable delivery costs will be clearly displayed during the checkout process.

Due to the large number of products on our site, it is always possible that some of the products listed on our site may be incorrectly priced, despite our best efforts. If we discover there is a pricing error, we will normally, at our discretion, either: (i) contact you and give you the option of reconfirming your order at the correct price or cancelling it; or (ii) reject your order and notify you of the rejection.

Payment

We accept payment with the following credit or debit cards: Visa credit and debit cards, MasterCard credit and debit cards, American Express credit and Charge Cards.

We also accept payment by Laybuy and PayPal. Please note that if you wish to pay for your products using PayPal or Laybuy, and you do not already have an existing PayPal or Laybuy account, you will be required to set up a new account with PayPal or Laybuy directly.

Presently, we do not accept cash, cheques or gift vouchers as payment online. By submitting an order to us through our site, you are confirming that the payment details provided on your order are valid and correct.

All transactions will be in pounds sterling. Non-UK credit card providers and banks will determine the exchange rates to be applied and may add an additional processing or administration charge in relation to such payments which non-UK card holders will be liable to pay. We will charge your credit or debit card when the order is placed. Any order placed using PayPal or Laybuy will be charged at the time your order is submitted. If we reject or cancel your order for any reason this charge will be credited back to your PayPal account or Laybuy (as applicable).

E-Receipt Privacy Notice

How we use your information:

You have given us your e-mail address as you have chosen to receive an e-mail receipt and or marketing, we will store this securely on the Wix.com eShop system so that if you ask we can send you e-mail receipts for any future purchases you make.

This saves time and reduces the scope for error, we also believe it is more convenient for you the customer. In addition to your e-mail address we also store a security 'token' that recognises your payment card so that your e-mail is immediately available.

This token is issued by the card companies, is secure and does not allow us, or anyone else, to work out your full card number. All of our payment and data gathering methods are fully GDPR compliant. If you do not want us to store this information please let us know by forwarding this e-mail to jmcambridgebelts@outlook.com stating your objection.

The data controller is Wix.com. We follow strict guidelines outlined by Wix.com they can be found here:

<https://Wix.com/help//data-protection/overview-of-the-general-data-protection-regulation-gdpr/checklist-for-wix-customers/>

<https://Wix.com/help/data-protection/overview-of-the-general-data-protection-regulation-gdpr/contract-for-data-processing/>

You may also complain to the Information Commissioner's Office (www.ico.org.uk). For more information about how we use your information, and your rights, see the Privacy Policy on our website www.jmbeltscambridges.co.uk

Promotions & Discounts T&Cs

The coupon code I've entered is not working!

Spaces: While using a coupon code on the Cart page, please make sure there is no space at the end or beginning of the promo code in the Coupon Code box.

Do not Copy and Paste: Always type the coupon code manually, including any hyphens (-).

Do not use coupon code on sale items: Coupon codes are only valid on full-priced items.

Do not use coupon codes on concession/branded items: Coupon codes are only valid on full-priced JM Belts items.

Single Use Coupon Codes: Some offers, such as '10% off' can only be used once. It may be that this coupon code has already been used.

How do I use a promotional code?

At checkout, manually type the promotional code in the 'Coupon Code' box. You can find this box just underneath the list of items in your cart.

Once you have entered the code, click 'apply' your cart should then update. If the cart does not update, your coupon has likely not been added to the total.

- Promotions and discounts are not valid in conjunction with any other offer. This includes multi-buy offers eg. 2 for £12.00.
- Only one code can be used per order.
- Only apply the code once you are ready to check out otherwise it might expire.
- Codes must be typed in the Coupon Code Box exactly as written. Do not 'Copy and Paste'.
- Make sure there are no spaces at the beginning or end of the code.
- Promotions and discounts are not valid on non-JM Belts items unless specifically stated.

Does JM Belts accept student discount?

No.

Currently we are not accepting Student Discounts, we are always working to improve our platform and as a result we will be looking at bringing Student Discounts to our site soon. To find out more please contact us at: jmcambridgebelts@outlook.com

Is there a discount for Defence Forces?

No.

Currently we are not accepting Defence Forces discounts, we are always working to improve our platform and as a result we will be looking at bringing Defence Forces discounts to our site soon. To find out more please contact us at: jmcambridgebelts@outlook.com

What are multi-buy promotions?

Multi-buy promotions apply to those items specifically listed, which are subject to change and availability. Prices exclude postage and packing. If you do not purchase enough items to qualify for the discount; the items will be charged at their normal price (for example, if the multi-buy promotion is 'buy 3 x £12.99 black belts for £20.00' and you purchase 2 belts you will be charged £38.97 + postage and packaging). Unless stated otherwise, the return value of the item(s) purchased under this promotion shall be the applicable return value under JM Belts return policy less the percentage discount obtained. Proof of purchase is required. Your statutory rights as a consumer are not affected.

General Terms and Conditions**Our information**

We will process personal information about you in accordance with our [Privacy Policy](#).

Product colours

We make every effort to display as accurately as possible the colours of the products that appear on our site. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery.

This does not affect your statutory rights

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control including Acts of God, fire, flood, severe weather, explosion, war, act of terrorism, industrial dispute (whether or not involving JM Belts. employees), or acts of local or central Government or other competent authorities. This does not affect your statutory rights.

Entire agreement

These terms and conditions and other notices elsewhere on our website contain the whole agreement between us and you relating to the supply of products. No other terms or conditions will form part of the Contract, unless agreed by us in writing and signed by an authorised JM Belts employee.

Our right to vary these Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you order products from us.

Law and Jurisdiction

This website, any content contained herein and any contract brought into being as a result of use of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English and no public filing requirements apply. These terms and conditions do not affect your legal statutory rights.

Changes to our Terms of Sale

Any changes we may make to our Terms of Sale in the future will be posted on this page. These Terms of Sale were last updated on 21 October 2020.

Contact us

If you have any questions please [contact us](#).

Privacy of Children on Our Website

Our site is not intended for use by children under the age of 18, and we will not knowingly collect any information from any person below the age of 18.

In order to contract with JM Belts you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. JM Belts retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be JM Belts or may in some cases be a third party. Where a contract is made with a third party JM Belts is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Delivery, Collection, and Returns

Delivery

Although we can deliver to the Scottish Highlands & Islands, Northern Ireland, Isle of Man, and Isles of Scilly, delivery to these locations may take a little longer.

When you have chosen the products you want to buy from us, the delivery address will default automatically to the billing address you have entered for your payment card. If you want us to deliver your order to a different address, you can choose this option as you go through the checkout process.

UK Delivery & Collection Options

Our thresholds for free delivery will not be available during our sale.
We do not currently offer and collection on our products.

Your Return Options

Return Option

(Online Purchases)

Cost

FREE simply request a returns label or prepaid label by emailing jmcambridgebelts@outlook.com.
Items to be returned within 28 days from receipt of goods.

To ensure your order arrives when you expect, we may make changes to delivery options during Sales, or busy periods. The options that are available will be made clear during checkout.

Due to customs, legal, regulatory and certain practical restrictions applicable to orders placed for worldwide deliveries, some of our products may not be available for delivery to certain destinations. We reserve the right to define what can and cannot be delivered to destinations. Please note that many countries have import restrictions on certain products or materials. The products you order for delivery to worldwide destinations may be subject to duties or taxes upon importation. These duties or taxes are levied once the product reaches the country of destination. You are responsible for determining whether there is any restriction on delivery of our products to your selected destination. You are also responsible for any duties, taxes or additional costs levied on your product at the time of importation, and for paying those costs. We recommend you contact your local customs authority or post office (where applicable) to learn more about customs restrictions and possible costs prior to placing an order.

Legal Right to cancel

If you are a consumer as per § 13 BGB you have the legal right to cancel. A consumer is any natural person who carries out transactions not for commercial or self-employment purposes.

Instructions on your right to cancel

You have the legal right to cancel your order within fourteen days, without giving a reason.

This cancellation period of fourteen days starts with the day you or a person of your choice, who is not the deliverer, have/ has received the goods.

In order to apply your legal right to cancel you need to contact us with a clear statement (e.g. by post or E-Mail) and let us know about your decision to cancel this contract.

In order to comply with the time limit, it is sufficient to post the cancellation notice before the fourteen days end.

Consequences of the cancellation

If you have cancelled this contract, we are obliged to refund your payment, including delivery costs, within fourteen days starting with the day we received your cancellation notice (with the exception of additional costs, as a result of your decision to choose a different delivery option other than the cheapest standard delivery offered by us). In order to refund your money, we will use the same transaction that you chose in order to pay, unless we specifically agreed on an alternative refund method. We won't charge an extra fee for the refund under any circumstances. We can deny the refund until we have either received the products or proof that you have sent them, depending on the earlier point of time.

You need to send back the products immediately within fourteen days starting from the date you have informed us about the cancellation of the contract, to us at JM Belts, 28 Magdalene St, Cambridge, Cb3 0AF, United Kingdom. The deadline is met, if you post the goods before the expiry of the period of fourteen days.

Cancellation right exceptions

The right to cancel does not include the delivery of sealed goods, which on the grounds relating to protection of health, are not suitable for being returned when they have been opened by the consumer.

JM Belts returns policy

We hope you will be delighted with everything you have bought from us, but if you are unhappy with your products for any reason, you can return them to us in accordance with this Returns Policy within 28 days. These 28 days are regardless of your legal right to cancel within fourteen days. Customers can return their products by post only.

You will be responsible for the cost of returning the products to us by post. We recommend that you use a postal service that insures you for the value of the products you are returning and you should keep proof of postage. We will refund the full price you paid for the products, using the same method you used to pay for them. No exchanges can be made through our warehouse (this is because we cannot guarantee stock levels due to expected high turnover of styles).

Reasonable care

If you want to return or exchange your products, you must take reasonable care of them and they should be returned to us in their original condition, which means that:

- You can open the packaging to look at and try on the products
- Products should not be worn outside and no damage including scuffing or marks should appear on the product.
- Tags should not be removed from products.
- The original packaging should be retained and returned.

If you fail to take reasonable care of the products before returning them to us, you may have to compensate us.

Our returns policy does not affect your statutory rights in respect of defective products.

Risk and title

The products will be at your risk at the time that they enter into your possession or a person identified by you that is authorised to take possession of the products. Ownership of the products will only pass to you at the time of delivery or (if later) when we receive full payment of all sums due in respect of the products, including delivery charges.

Warranty

We will take responsibility for defects in the goods as per statutory provision, in particular §§ 434 ff. BGB.

Liability

Our liability for defects in the goods is as follows:

Our liability in cases of intent and gross negligence is unrestricted.

We are only liable for defects that were not of intent or gross negligence if a duty has been violated, which was of special significance for the contractual purpose (cardinal obligation). In this case our liability is limited to foreseeable damage typical of the contract.

The liability for loss of life, bodily injury or damage to the health of a person on account of assuming a guarantee remains unaffected by the foregoing limitation of liability.

Your information

We will process personal information about you in accordance with our [Privacy Policy](#).

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Entire agreement

These Terms & Conditions and other notices elsewhere on our website contain the whole agreement between us and you relating to the supply of products. No other terms or conditions will form part of the contract, unless agreed by us in writing and signed by an authorised JM Belts employee.

Our right to vary these Terms & Conditions

We have the right to revise and amend these Terms & Conditions from time to time. You will be subject to the Terms & Conditions in force at the time that you order products from us.

Law and jurisdiction

This website, any content contained herein and any contract brought into being as a result of use of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English and no public filing requirements apply. These Terms & Conditions do not affect your legal statutory rights.

Online dispute resolution

The European Commission provides a platform for online extrajudicial dispute settlement under: <https://webgate.ec.europa.eu/odr/>

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In order to enter into a contract with JM Belts, you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. JM Belts retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be JM Belts or may in some cases be a third party. Where a contract is made with a third party JM Belts is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.