

Online trading terms & conditions for products

Please ensure that you read our Live Fish Terms & Conditions before ordering any Live Fish

By purchasing Live Fish from us, you are agreeing to Our Terms and Conditions of Sale.

These are the terms on which Perfect Aquatics registered office: 114 Montrose Ave, Luton, Beds, LU3 1HS, company REGISTRATION number 10306026, sells its products online. They do not affect your statutory rights. They are designed to set out clearly the Perfect Aquatics responsibilities and your rights.

Payment information and security

This website uses to process payments, offering you the highest level of encryption or security possible. This means you can be guaranteed that communications between your browser and this site's payment pages are private and secure. To verify that the page is secured, please click on the padlock icon next to the address bar in your browser window.

1. General

1. In these terms and conditions (hereinafter collectively referred to as 'conditions'):

1.1 'contract' means any contracts made between the Perfect Aquatics Ltd and you for the sale and purchase of products from its website.

1.2 'order' means the products which you have selected to purchase in your online basket.

1.3 'parties' mean the Perfect Aquatics Ltd and you.

1.4 'products' mean any product, article and/or item which the Perfect Aquatics Ltd sells on its website

1.5 'website' means www.perfectaquatics.co.uk or variations to the name of the aforesaid domain name.

1.6 in these conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.7 in these conditions headings will not affect the construction of these conditions.

1.8 you agree that e-mail can be used as a long-distance means of communication.

2. Terms of acceptance

2.1 your order will not be accepted until the Perfect Aquatics Ltd receives authorisation of your credit card payment or such other authorisation. The Perfect Aquatics Ltd reserves the right not to accept any order. You are advised to print off and keep safe a copy of these conditions once your order has been accepted by the Perfect Aquatics Ltd.

2.2 the parties agree that the contracts (rights of third parties) act 1999 shall not apply in any contracts.

2.3 subject to any relevant laws and regulation, you agree that these conditions shall be the exclusive basis on which any contracts made between the Perfect Aquatics Ltd and you are transacted and processed unless otherwise agreed in writing by an authorised representative of the Perfect Aquatics Ltd.

2.4 while the Perfect Aquatics Ltd tries to ensure that all prices on the website are accurate, errors may occur. If an error is discovered in the price of the products that you have ordered, the Perfect Aquatics Ltd will contact you to let you know the correct price and ask you whether you still wish the Perfect Aquatics Ltd to fulfil your order at correct price. The Perfect Aquatics Ltd shall be under no obligation to fulfil your order for a product, which was advertised at an incorrect price. The Perfect Aquatics Ltd shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. Where you cancel your order for which you have already paid for, the Perfect Aquatics Ltd will refund the full amount to you.

2.5 the Perfect Aquatics Ltd will do its best to correct errors and omissions as quickly as practicable after being notified of them.

2.6 the Perfect Aquatics Ltd does not store credit card details nor do we share customer details with any 3rd parties. You undertake that all details you provide to the Perfect Aquatics Ltd for the purpose of processing the purchase of your products are correct, that the credit or debit card you are using is your own, and that there are sufficient funds to cover the cost of the products.

3. Price and payment

3.1 subject to clause 2.4, the price of the ordered products shall be as set out on the website, and includes postage, packing and value added tax (if applicable). Unless otherwise agreed by the Perfect Aquatics Ltd, all payments made will be in pounds sterling. For your own protection, please do not send payment in cash.

3.2 where orders are made through the website, the Perfect Aquatics Ltd accepts payment through visa and master card (collectively as 'credit cards') and switch.

3.3 no payment for the products shall be deemed to have been received until the Perfect Aquatics Ltd has received cleared funds.

4. Delivery

4.1 All of our livestock are sent on a next day delivery signed for service according to the schedule below.

All orders of Live Fish over £50 are sent (mail and Add cost). All orders of Live Fish under £50 are subject to a (Add cost) delivery charge.

Please ensure that you select the £4.95 Next Day Delivery when prompted when ordering. Any orders made with the 2-5 day service will be sent to you within a minimum of 2 day and maximum of 5 days. If you would like your Live Fish on a specific day please call or email after ordering so it can be arranged.

All livestock deliveries must be signed for and will be dispatched on the following schedule:

All livestock orders received between Wednesday 2pm to Tuesday 1pm will be dispatched Tuesday for a next day courier for delivery Wednesday.

All livestock orders received between Tuesday 2pm to Wednesday 1pm will be dispatched on Wednesday for a next day courier for delivery Thursday.

PLEASE CALL FOR STOCK AVAILABILITY ON ALL LIVE FISH BEFORE YOU PURCHASE

Guarantee On Live Fish

We offer a, 'Arrive Alive' Guarantee on all our livestock. This means that should the fish arrive dead or die within 24 hours of you receiving the Fish, we will send out a free replacement.

Due to the inherent risk of moving livestock we will only offer a free of charge replacement once.

Please note, the 24 hour guarantee period starts from when the parcel is signed for. We must be notified via email with picture attached within this 24 hour period. Replacement fish we be sent at our convenience. We do not give refunds on fish, only replacements.

the Perfect Aquatics Ltd aims to arrange shipment of all 'in stock' items within 2 working days of receiving your order. Your order may be delayed if the item is not in stock. Some items may be unavailable and the current stock status is approximate.

4.2 unless a longer delivery date is agreed between the parties, if the Perfect Aquatics Ltd fails to despatch any ordered products within 30 days of acceptance of your order, the Perfect Aquatics Ltd shall refund in full your payment in respect of such products.

4.3 you agree that risk of loss or damage of products passes to you upon delivery of the products or on the date of the first attempted delivery by the Perfect Aquatics Ltd.

4.4 please note that your products may be sent to you in instalments. You may cancel your entire contract if subsequent instalments forming part of your order are not delivered by the Perfect Aquatics Ltd.

4.5 if your delivery address is outside the united kingdom, you may be subject to import duties and taxes, which are levied once a shipment reaches your country. Any such additional charges for customs clearance must be borne by you. You should note that customs policies vary widely from country to country; the Perfect Aquatics Ltd advises each of its customers to contact their local customs office for further information.

4.6 please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.

4.7 for christmas deliveries, the Perfect Aquatics Ltd recommend that you order by the 18th December. The Perfect Aquatics Ltd will endeavour to despatch all 'in stock' orders within 24 hours, however the Perfect Aquatics Ltd cannot guarantee delivery on or before the 24th December as the post may be delayed in your area.

5. Loss and damage

5.1 the Perfect Aquatics Ltd warrants that, at the time of delivery, the products will, subject as hereinafter provided, correspond with the description on the website or the Perfect Aquatics Ltd's catalogue (as the case may be), will be free from defects in materials and workmanship and will be of satisfactory quality (within the meaning of the sale and supply of goods act 1994). All other warranties are excluded to the fullest extent permitted by law.

5.2 any claim by you that any products ordered fail to correspond with the description on the website or that they are defective or not of satisfactory quality, must be notified to the Perfect Aquatics Ltd by email at info@perfectaquatics.co.uk or letter within a reasonable time from the date of delivery. If delivery is not refused, or you do not notify the Perfect Aquatics Ltd accordingly, the Perfect Aquatics Ltd shall have no liability for such failure or defect unless the products were not of satisfactory quality at the time of delivery or such defects are latent defects.

5.3 if you make a valid claim under paragraphs 5.1 and/or 5.2, the Perfect Aquatics Ltd shall replace the products in question free of charge or, at your option, refund in full your payment in respect of such products.

6. Limitation of liability

6.1 the Perfect Aquatics Ltd does not exclude liability in the case of death or personal injury caused by the Perfect Aquatics Ltd's negligence or for fraud.

All of our Live Fish and livestock are quarantined before sale. They are checked to be in good health and free from any sign of disease before being sent. However, we are unable to accept any liability for consequential losses caused by disease (bacterial or parasitical) to your existing fish stock by the introduction of our fish.

6.2 the Perfect Aquatics Ltd will use its reasonable endeavours to pass on any manufacturer's warranty to you (where applicable).

6.3 the Perfect Aquatics Ltd shall not be liable for any fault or defect in respect of the products if:

6.3.1 such fault or defect arose as a result of the products being improperly assembled, used and/or not used in accordance with the manufacturer's manual; or

6.3.2 such fault or defect was the result of unauthorised modification of the products without the written consent of the Perfect Aquatics Ltd.

6.4 subject to paragraph 6.1, to the fullest extent permitted by law, the Perfect Aquatics Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these conditions shall be limited to:

6.4.1 in respect of matters for which the Perfect Aquatics Ltd does not carry insurance, the price of the products; and

6.4.2 in respect of matters for which the Perfect Aquatics Ltd carries insurance, the insured value.

6.5 subject to paragraph 6.1, to the fullest extent permitted by law, the Perfect Aquatics Ltd shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of enjoyment, pain, suffering or satisfaction or otherwise or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these conditions or contracts.

6.6 the provisions of paragraph 6 shall survive the termination of these conditions and/or contracts.

6.7 the exclusions and limitations of liability set out in paragraph 6 shall be considered severally. The invalidity or unenforceability of any one of these sub-paragraphs shall not affect the validity or enforceability of any other part of this paragraph 6.

7. Returns policy

7.1 the Perfect Aquatics Ltd's returns policy, which is in compliance with the distance selling regulations 2000, is as follows:

7.1.1 within seven (7) working days beginning with the day after the day of receipt of any product, you may exercise your right of cancellation in respect of such product by sending us written notice of cancellation by emailing info@perfectaquatics.co.uk

7.1.2 you must promptly return the products to the Perfect Aquatics Ltd at your cost.

7.1.3 the Perfect Aquatics Ltd will refund your payment for such product.

7.1.4 where the product is damaged, the Perfect Aquatics Ltd reserves the right to commence legal proceedings against you for any loss suffered by the Perfect Aquatics Ltd.

8. Notice

Any communication between the parties shall be by e-mail or first class post to each party's current e-mail or postal address (as given on the website at the time of such communication) or the e-mail or postal address given in your order (or any new e-mail or postal address which you may have notified to the Perfect Aquatics Ltd).

9. Amendments to this condition

9.1 the Perfect Aquatics Ltd reserves the right to vary these conditions at any time but, in respect of any ordered products, the terms which apply shall be those when you placed your order.

9.2 when the Perfect Aquatics Ltd amends these conditions, it will mention the fact on the website's home page www.perfectaquatics.co.uk. For users purchasing products or registering on the website for the first time, all purchases from the date that the amended terms are placed on the website onwards will be governed by those new terms otherwise; such changes will be effective against existing users thirty days following posting of the amended version on the website. Your continued use of the website following the Perfect Aquatics Ltd's posting of any changes will constitute your acceptance of such changes. If you do not agree to any changes to these conditions, please do not continue to use purchase products on the Perfect Aquatics Ltd's website.

10. Law and jurisdiction

These conditions shall be governed by and construed in accordance with english law and the english courts shall have jurisdiction.