



## **TERMS & CONDITIONS**

### **Placing Your Order**

1. By placing the order you agree to these terms and conditions, please read them before ordering.
2. To place an order a deposit of 50% of the total order value or full payment will be required. In certain circumstances this is non-refundable (see number 41 and 42). All items must be paid in full before delivery.
3. A valid address and contact phone number must be provided at the time of order.
4. All standard and bespoke aquariums, cabinets and hoods are made to order and it takes about 8 weeks or longer to manufacture and deliver them. In some cases manufacturing and delivery time frame can be 12 - 14 weeks or longer.
5. All aquarium, cabinet or hood orders must be confirmed by you in writing before we will proceed with your order. We will send your finalized order via e-mail, message via social media platforms or text message, please check all order details carefully to avoid any mistakes and confirm them.
6. If you wish to make any adjustments to your aquarium and/or cabinet order, please contact us as soon as possible, it may cause an additional fees and/or delay the delivery/collection.
7. We accept most major credit and debit cards on orders which will be delivered to the card holder's address.
8. You must examine the area of your aquarium and/or cabinet final placement and reinforce the floors if needed before the delivery. If you are unsure about the conditions of your floor please seek advice from professional builder/carpenter. Our guarantee does not cover any damage to aquarium and/or cabinet due to uneven floors.
9. Premium Aquatics will give guidance as to when customers order will be ready for delivery/collection. Date and time of delivery/collection may change due to any circumstances outside our control like malfunction of machinery or vehicle, traffic etc.

### **Delivery**

10. In order to combat credit and debit card fraud we will only deliver to the card holders registered address. If you wish us to deliver to a different address, we will need to verify your card with a photo ID on delivery.
11. Our delivery service is FREE (unless the aquarium and/or cabinet will be shipped on a pallet) to most of England. We deliver Monday to Friday, fees apply to timed and Saturday deliveries.
12. An extra shipping charges may apply for the following locations as delivery to these zones will be subcontracted out: Channel Islands, Isle of Wight, Isle of Man, Isles of Scilly, Scottish Highlands, Scottish Islands, Northern Ireland, Tyne & Wear, Northumberland, Cumbria, Durham, Cleveland, North Yorkshire, Devon, Cornwall.
13. Premium Aquatics offers only curbside delivery and our driver will arrive alone. We kindly advise to arrange man power for help to unload and carry aquarium and/or cabinet inside the property. Larger aquariums and/or cabinets will require 4 or 6 more men. In most cases our driver will provide a trolley and ramp for easier handling.
14. You must inspect all items at the time of delivery before you sign for them as responsibility will pass once signed for.
15. We are trained to provide a first class service, however we will not be held liable for any advice given.
16. We will not be held liable for any loss of aquarium livestock due to any delivery or collection delays.

## **Delivery Agreement**

17. You must inform us about any special factors that we need to know about before placing an order for your aquarium and/or cabinet. Anything that may result in delivery being more costly or taking longer than it should. Items such as parking restrictions, tolls, stairs, narrow hallways or doorways. In some cases removal of door or window is recommended.
18. You must remove all obstacles from the way to the final placement of your aquarium and/or cabinet. The driver can only stay up to 30 min for unloading purposes. The driver will leave the aquarium and/or cabinet outside your property in case of placement issues. This also may incur an extra charges.
19. Any damage caused to your property or premises during the delivery process will be at your liability.

## **Third Party Transportation**

20. We also subcontract transportation of aquariums where time and location dictates. All items are insured and covered by the transportation company insurance while on their vehicle only. They are not insured for placement.
21. Premium Aquatics will arrange the delivery date by third party transportation that suits you. Arrangements must be made by you to accept delivery of your aquarium(s). The transportation company will probably use a pallet truck to unload aquarium(s).
22. The transportation company driver will only deliver aquarium and/or cabinet to

your door and will not assist you with placement. Larger aquariums which require a double or triple pallet for delivery will require man power to be organized by you and aquarium and/or cabinet will have to be unloaded from van/lorry by hand. This is because tail lift can only be used for single pallet orders.

23. You must inspect all items at the time of delivery before you sign for it. You must make sure that everything that you ordered is within the package. We expect all products purchased by you to arrive in excellent condition, however, it is your responsibility to check all items carefully.

24. In case of transportation damage to aquarium and/or cabinet by third party delivery company, do not sign, refuse the package and contact us immediately for advice on +44208 0907 549.

## **Extra Delivery Charges**

25. Extra charges for delivery of aquarium and/or cabinet may apply if delivery is to be made to a different address at short notice or items have to be re-delivered because access was a problem which you failed to inform us about. Also assistance was not arranged by you at the time of delivery or no one was present at the delivery address. This applies to deliveries by van or pallet (single, double or triple).

26. We will inform you if any extra delivery/re-delivery charges are to be applied. These must be paid in advance before delivery.

## **Collection**

27. All goods paid with a credit or debit card must be collected by the card holder.

28. In case of collection you must bring extra cushions (pillows, blankets, carpets, cardboard etc.) to support aquarium and/or cabinet in your vehicle. We also recommend having at least 2 ratchet straps/tie downs to secure the tank in your vehicle. We will only provide a sheet of polystyrene. You must collect aquarium and/or cabinet within 14 days of receiving our notification that they are ready for collection otherwise storage charges may apply.

29. You must inspect all items at the time of collection before you sign for them. We will not be responsible for any damages after the items leave the workshop.

## **Delivery or collection delays**

30. Delivery or collection could be delayed and step over 8 - 12 weeks manufacturing time due to circumstances outside our control like malfunction of machinery or vehicle etc. New delivery or collection date will be scheduled and arranged with you.

## **Guarantee**

31. The guarantee covers glass fish tank against leakage only and not the products

made from wood, metal or plastic (cabinet, lid, inner metal frame, pipework etc.)

32. The guarantee is valid for 3 years and is effective from the date of delivery or collection.

33. For guarantee to be valid the fish tank must be placed and maintained on a solid, flat and level surface the same length and width as the tank base with a sheet of polystyrene underneath provided by us.

34. You must inspect all items at the time of delivery or collection, any damages must be confirmed with our delivery driver or office at the time of delivery or collection. Once our driver has left the site no claim for any damages can be made.

35. If you believe that any of our products to be of unsatisfactory quality, this must be reported within 7 days of delivery or collection. In the case of defective product repair, an appropriate discount or replacement will be made free of charge within 30 to 60 days of receiving notification from you. All items must be returned in their original condition.

36. A clear photos must be provided by you in any case of guarantee coverage, damage or return of any products. We will not respond to any case if photos are not present due to high labour and travel costs.

37. Due to past bad experiences in case of tank leakage a Refundable Deposit of £100 may need to be paid to us by you. The purpose of this deposit is to cover ourselves from false reports due to possibility of incorrect tank stand, abuse or incorrect cleaning using the blades. If we will determine that leakage is a manufacturing fault the £100 deposit will be refunded on a spot and tank repaired or replaced free of charge. If the evidence of incorrect fish tank stand, misuse, abuse or incorrect cleaning is present the £100 deposit will be used to cover travel and tank repair costs, in this case additional charges may apply.

## **Guarantee Does Not Cover**

38. The guarantee does not cover any glass breakage/cracks, pipe kits, or any equipment etc.

Any equipment failures caused by misuse, abuse, neglect, normal wear and tear, accidental breakage, lightning strikes, mains voltage fluctuation, earthquakes, vermin infestation, liquid spillage or incorrect cleaning of silicone joints with blades are not covered by guarantee.

39. Damages caused by use of any stands aside from the recommended aquarium stands that provide full, solid and level support to the entire bottom of the aquarium, scratches and crazing caused by use of cleaning material, and repairs by anyone other than the manufacturers are not covered by guarantee.

40. Uneven floors may affect the aquarium cabinet as time goes by and it is not covered by guarantee. It is your responsibility to check and reinforce the floors. Please seek the advice from a reputable builder/carpenter if in doubt.

## **Order Cancellation**

41. All aquariums and/or cabinets are build to order, if you wish to cancel your order for any reason, please contact us as soon as possible. A cancellation fee of 10% of total order value will apply to cancelled orders up to 7 days from order date and 50%

fee of total order value will apply from 7 days of order date to start of the manufacturing process. If the manufacturing process has been started on the order you wish to cancel your payment is non-refundable.

42. For bespoke aquariums and/or cabinets you forfeit the right to reclaim your deposit or full payment.

43. We reserve the right to cancel the order for aquarium and/or cabinet due to unreasonable demands, lack of information for you (drawings, measurements etc.), significant increase of price from suppliers and/or contractors and incorrect aquarium and/or cabinet quote supplied by us. The refunds will be issued within 28 days of a cancellation notice.

## **Our Products**

44. All aquarium glass is cut to a tolerance of +/- 2-4mm. All cabinets & hoods are built to order and measurements are approximate only.

45. Our aquarium cabinets are approximately 2 inches longer and 1 inch wider than the tank. Our aquarium hoods are approximately 2 inches longer and 2 inches wider than the glass tank. These measurements might be different for customized orders.

46. All products are subject to availability. If for any reason beyond our control we are unable to supply any goods then a full refund or substitute products of equivalent quality will be offered.

47. The water level in turtle tanks is calculated to be safe only up to flat basking area/platform. Filling the water passed flat basking area/platform voids the guarantee. We do recommend to keep the water level on turtle tanks just a bit below the basking area/platform level.

48. There is nothing in these Terms and Conditions that will affect your statutory rights.