

1. The owner of this web site is iQuatics Ltd whose address is 19 Chapel Street, Cheadle, Staffordshire, ST10 1DU ('iQuatics Ltd'/'we'/'us'/'our').
2. Your contract for purchases made through the Site is with iQuatics Ltd, and you undertake that any and all goods ordered by you are for your own private and domestic use only.
3. You must be eighteen years old to use this site. If you are under eighteen, you may only use the site in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, please do not use the site.
4. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
5. No contract for the sale of any product will subsist between you and iQuatics Ltd until iQuatics Ltd dispatches the product(s) ordered. We will confirm that the product(s) have been dispatched by a confirmation email. This confirmation e-mail amounts to an acceptance by iQuatics Ltd of your offer to buy goods from iQuatics Ltd or a third party supplier that is engaged on your behalf by iQuatics Ltd (whether or not you receive that e-mail).
6. You agree that e-mail can be used as a long-distance means of communication.
7. This confirmatory e-mail will contain all relevant statutory information concerning your contract.
8. The confirmatory e-mail will also contain a link to these terms and conditions, and may be amended in accordance with paragraph 59 below from time to time.
9. You must check that the details on this confirmatory e-mail are correct as soon as possible and you should print out and keep a copy of it.
10. iQuatics Ltd will not pass on your personal or credit or debit card details to any third party except where an additional security check may be deemed necessary. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information.
11. You undertake that all details you provide to iQuatics Ltd for the purpose of ordering or purchasing goods or services 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 goods or services ordered.
12. You must choose a username and password on completion of registration. You are responsible for all actions taken under that username and password and shall only use the Site under your own username and password.

You must make every effort to keep your password safe and should not disclose it to anyone. If it is compromised, you must change it. You may not transfer or sell your username to anyone, nor permit, either directly or indirectly, anyone to use your username or password.
13. If there are any changes to the details supplied by you it is your responsibility to inform iQuatics Ltd as soon as possible.
14. All purchases are non-exchangeable, non-refundable and non-transferable.
15. iQuatics Ltd reserves the right to make a 15% restocking charge for any goods which are not returned in mint condition or to refuse to accept such goods, at its sole discretion. iQuatics Ltd also reserves the right to make a charge for collecting goods from your premises in circumstances where they are not defective but you have cancelled your order. Your statutory rights are not affected.
16. Registered users are permitted to post reviews on products provided that they comply with our Customer Review Guidelines.
17. You acknowledge that any review, feedback or rating which you leave may be published and agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to other iQuatics Ltd sites and publications.
18. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in

connection with any feedback, ratings or reviews posted by you on the website, including the violation of their privacy or intellectual property rights.

19. You grant IQuatics Ltd and its affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you. We reserve the right to publish, edit or remove any reviews without notifying you.

Liability

This section applies only to the extent permitted by law. For the avoidance of doubt, IQuatics Ltd do not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from IQuatics Ltd's negligence or wilful default, or that of IQuatics Ltd's employees, agents or subcontractors or (b) fraudulent misrepresentation.

22. IQuatics Ltd does not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services.

23. If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfil an order for a product which was advertised at an incorrect price, if the item(s) has been charged and not dispatched we will cancel and refund your order.

24. IQuatics Ltd will do its best to correct errors and omissions as quickly as practicable after being notified of them.

25. TO THE FULLEST EXTENT PERMITTED BY LAW, IQUATICS LTD IS PROVIDING THIS SITE AND ITS CONTENTS ON AN 'AS IS' BASIS AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED IN THIS SITE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, IQUATICS LTD DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT.

26. In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, IQuatics Ltd shall, at its own option, make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question PROVIDED THAT you notify IQuatics Ltd of the problem in writing at the address stated in the confirmation e-mail within 10 working days of delivery of the goods. NOTHING IN THIS CLAUSE AFFECTS YOUR STATUTORY RIGHTS.

27. You and IQuatics Ltd will only be liable under these Terms for losses which are a reasonably foreseeable consequence of the relevant breach of contract.

28. The products sold on the Site are provided for private domestic and consumer use only. Accordingly, IQuatics Ltd do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Site or for any products or services purchased from IQuatics Ltd.

29. All electrical products are covered by a twelve month manufacturer's warranty. If your product develops a fault while under warranty, please contact IQuatics Ltd and we will advise you where to send it for repair. It is a "return to base" warranty therefore there will be a delivery charge to return the product back to the relevant UK service centre.

Processing of orders

31. Credit and Debit cards are debited on the day of shipping by IQuatics Ltd. All prices include sales taxes (where applicable) unless otherwise stated, and no charge is made for shipping.
32. Every purchase you make shall be deemed performed in Jersey. Jersey law shall govern every aspect of contractual agreement concerning purchases made from the Site.
33. IQuatics Ltd aims to arrange shipment of all 'in stock' items within 24 hours of receiving your order. Your order may be delayed if the item is not in stock with our suppliers. Some items may be unavailable and the current stock status is approximate. IQuatics Ltd are not able to supply dates our suppliers may get an item in stock.
34. You can keep track of your order status yourself on-line with the order tracking facility on your account page. Our standard Returns Policy applies to all purchases from IQuatics Ltd.

Delivery/title/risk

35. The period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order and stated in the Order Confirmation. Please note that your goods may be sent to you in instalments. You may cancel your entire order with us if subsequent instalments forming part of your order are not delivered by us.
36. If your delivery address is outside of Jersey, 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; IQuatics Ltd advises each customer to contact their local customs office for further information.
37. Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.
38. For Christmas Deliveries, we recommend that you order by the 18th December. We will endeavour to dispatch all 'in stock' orders within 24 hours, however we cannot guarantee delivery on or before the 24th December as the post may be delayed in your area.

Miscellaneous

50. We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.
51. We shall have no liability (including liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in their networks and equipment.
52. No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.
53. You may not permit, create unauthorized framing of, or deep linking to, the Site or the creation of derivative works thereof from any other website under your management or control.
54. In these Terms, 'Intellectual Property Rights' means patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights, together with the right to apply for the protection of any such rights. All Intellectual Property Rights in the Site shall be owned by us absolutely.
55. Subject to the licence granted to you to use the Site, IQuatics Ltd reserves all rights, title and interest in its Intellectual Property Rights in the Site. Any goodwill accruing from use of IQuatics Ltd and its affiliates' trade marks, trade and business names and service marks under this Agreement will vest in IQuatics Ltd and its affiliates, as appropriate.
56. It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. IQuatics Ltd tracks the electronic 'fingerprints' of every order placed on IQuatics Ltd to enable us and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on our website.

57. We reserve the right to terminate this Agreement and to suspend or terminate your access to the Site immediately and without notice to you if:

- i. you fail to make any payment to us when due;
- ii. you breach the terms of this Agreement (repeatedly or otherwise);
- iii. when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity;
- iv. we suspect you have engaged, or about to engage, or have in any way been involved, in fraudulent or illegal activity on the Site.

58. IQuatics Ltd may amend these Terms from time to time, and place the new version on the Site. When IQuatics Ltd do so, it will mention the fact on our home page (www.iquaticsonline.co.uk). For users purchasing goods or registering on the Site for the first time, all purchases from the date that the amended terms are placed on our 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 Site. Your continued use of the Site following IQuatics Ltd's posting of any changes will constitute your acceptance of such changes. If you do not agree to any changes to these Terms, then your only remedy is to cease using the Site.

59. These Terms supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between IQuatics Ltd and you relating to your purchase. IQuatics Ltd advises that you print off and keep safe a copy of these terms and conditions once your order has been accepted by IQuatics Ltd. We will store a copy of the contract entered into by you with IQuatics Ltd. You are advised to read (and are responsible for reading) fully all information on this website.

60. If any provision of these Terms shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms and the remainder of the affected provision shall be unaffected.

61. Delivery Address: Please ensure you give the correct delivery address. Any incorrect and incomplete address risks being returned to us, in these cases you will be liable for a second delivery charge before re-despatch.

The delivery address will be directly copied from the address provided, we take no responsibility for lost post due to incorrect postcode supplied etc.

If in case of damaged item please keep original packaging as the delivery company may require this to be sent in at a later date.

62. Returning items - Contact us with the original order number and nature of the problem, **DO NOT SEND THE ITEM BACK UNTIL YOU HAVE CONFIRMATION FROM iQuatics Ltd**, as in a number of cases we'll be able to resolve the problem without the item being returned.

iQuatics Ltd will only take responsibility for any items once they have arrived in our depot and we have signed and checked them.

iQuatics Ltd will refund for the amount of the item, less the original postage.

If the item is found not to be in stock condition we will return it to you at your expense.

International deliveries

In non European countries a customs form needs to be filled in. iQuatics LTD will accept no responsibility for any duty incurred by customs.

July 2009.