

Terms & Conditions

(1) Definitions

Except where the context otherwise requires, the following expressions shall have the meaning shown against them:

- "Company" Aquascapes Ltd
- "Conditions" these Terms and Conditions of Business
- "Contract" an agreement between the company and the customer for the supply of goods or services.
- "Customer" the purchaser of the Goods or Service
- "Deliver" includes procure to be delivered and delivery shall be construed accordingly
- "Goods" any goods, equipment or other thing supplied (including where appropriate any part or component thereof) by the company to the customer.
- "Services" any service provided by the company at the customers request.
- "Prices" all prices are suggested retail and are quoted ex-works, and will be subject to delivery and VAT
- "Writing" includes any communication effected by letter, telex, cable, facsimile, electronic mail and other comparable means of communication.

(2) Application

- 2.1: Any supply of goods by the company shall be subject to these conditions
- 2.2: The headings in these conditions are for convenience only and shall not affect its interpretation

(3) Orders, Quotations and Cancellation of Contract

- 3.1: The customers order for Goods shall be made or confirmed by the customer in writing but a contract shall not be made until an order is accepted by the Company. The company may communicate its acceptance to the customer either in writing or by despatching (or procuring the despatch of) the goods.
- 3.2: The Company may amend or withdraw a quotation at any time before it has received the customers written acceptance.
- 3.3: The customer may not return any goods supplied in accordance with the Contract after the contract has been made. The company may, as its absolute discretion and following the customers prior written request, agree to the cancellation of an order / or to the return of any goods and it shall be a condition of the company exercising its discretion that
 - (a) The goods to be returned form part of the company's normal stock holding
 - (b) The customer shall pay the company a sum equal to the greater of 30% of the price of the goods
 - (c) Any goods returned are in their original condition
 - (d) The customer shall, in addition, be liable for the costs of delivery or re-delivery
- 3.4: The seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the sellers obligations in relation to the goods., if the delay or failure was due to any cause beyond the sellers reasonable control, (without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the sellers reasonable control:
 - (a) Act of god, explosion, flood, tempest, fire or accident
 - (b) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
 - (c) Difficulties in obtaining raw materials, labour, fuel, parts or machinery
 - (d) Power failure or breakdown in machinery
- 3.5: All on site work is quoted and arranged within our normal trading hours which are Monday to Friday between the hours of 8.00am and 5.00pm, any out of hours site work will incur additional costs
- 3.6: Aquascapes require a minimum of 24 hours notice for any on site work cancellations, if access is denied upon attendance to site you will incur abortive charges to include the mileage and hourly rate.
- 3.7: All quotations provided by Aquascapes are valid for 30 days only from date raised
- 3.8: All materials supplied to site remain the property of Aquascapes until such materials are paid for in full

(4) Prices

- 4.1: Unless otherwise agreed in writing, all prices are ex-warehouse and exclude the cost of delivery
- 4.2: Except where any quotation by the company provides that the price for goods shall be fixed for a given period, the price of goods shall be that prevailing when they are dispatched.
- 4.3: The company reserves the right to make additional charges when there is any delay in being supplied with delivery instructions or if prior to delivery the Company incurs any additional costs.
- 4.4: Unless otherwise stated in writing the price for goods is exclusive of VAT and all other taxes, fees, due, duties or other assessments or charges

(5) Delivery and Risk

- 5.1: Time of delivery shall not be of the essence of any contract. The customer shall allow a reasonable time for the company to deliver goods and the company will use its reasonable endeavours to meet any stated delivery dates but accepts no liability whatsoever for any failure to do so
- 5.2: If the customer fails to take delivery of any goods in accordance with a contract then the company, at its option shall:
 - (a) Arrange for storage at the customers risk and cost (including the costs of transportation); and/or
 - (b) At any time after the due date for delivery, terminate the contract in accordance with clause 6.1
- 5.3: Whilst Aquascapes, their drivers, and their staff, will assist wherever possible with unloading, Aquascapes has a legal duty under the Health and Safety Law, to protect their employees safety at all times and thus it is the customers responsibility to provide assistance with handling equipment, unless prior arrangement has been agreed in writing with Aquascapes, Aquascapes will not be liable for any costs relating to handling difficulties.
- 5.4: Unless otherwise agreed, delivery of goods shall be at the customers premises.

(6) Claims

- 6.1: The customer shall inspect the goods immediately upon purchase
- 6.2: The customer shall give written notice to the company within 3 days of delivery, of any failure of the goods to comply with the contract.
- 6.3: Where the customer has not received any goods despatched by the company, it shall give written notice to the company with 7 days of having been notified of despatch.
- 6.4: Provided the customer complies with clause 2.2, the company will replace all goods which have not been delivered and, at its opinion, repair or replace goods which are not in conformance with the contract.

(7) Title

- 7.1: Goods supplied by the company to the customer will remain the Company's property until the customer has paid
 - (a) For the goods and,
 - (b) all other amounts due from the customer to the company but un-paid at the date of delivery of the goods.
- 7.2: Until payment for the goods has been made in full, or until the customer supplies goods to its customer by way of a bona fide transaction at full market value, the company may (without prejudice to any of its other rights) recover the goods or any part of them and at its discretion sell or dispose of the goods and enter the customer premises for that purpose.
- 7.3: While within the customers control the goods, title in which has not passed to the customer in accordance with these conditions, shall be stored separately from other goods and identified as belonging to the company.
- 7.4: Until the company has been paid in full for the goods, the relationship between the company and the customer shall be fiduciary in relation to such goods. If the goods are disposed of by the customer, the company shall have the right to trace the proceeds of any disposition, or any insurance proceeds or other monies received by the customer in respect of such goods.
- 7.5: While payment is due to the Company for any goods which have been supplied by the customer to a customer, if required by the company the customer shall assign to the Company any such claims it has against its customer in respect of such transaction and supply the Company with all such documentation, information and assistance as the Company may require in perusing and such claim.

(8) Guarantee and Limitation of Liability

- 8.1: The goods are guaranteed against defects in workmanship and materials as manufacturers warranty from date of delivery. The company shall, at its option, replace or repair free of charge any goods which in its opinion, are faulty
- 8.2: The guarantee in clause 4.1 is made subject to the following conditions:
 - (a) The goods must not have been neglected, modified, or otherwise improperly used in any matter whatsoever.
 - (b) The goods must be installed by suitably qualified personnel in accordance with the company's or manufacturers installation instructions
 - (c) The goods must be properly maintained and serviced by suitably qualified personnel as recommended by the company or manufacturer and only parts produced by the manufacturer of the goods have been fitted to the goods.
 - (d) The guarantee does not apply to pipe work or to equipment not supplied by the company
 - (e) Any equipment, part or component repaired or replaced under this guarantee will be covered for the balance period of the original guarantee.
 - (f) Any defects shall be notified to the company in writing as soon as possible after it becomes apparent and in any event, within guarantee period, and
 - (g) The goods must have been paid for in full
- 8.3: The company shall not be liable for any loss or damage whatsoever, whether in contract, tort (including negligence) or otherwise and including, without limitation, loss or damage caused by or arising out of any failure of any defect in the goods, or for any loss or damage caused by or arising out of the use of the goods.
- 8.4: The Company shall not in any event be liable or responsible for any indirect, incidental or consequential loss or damage including loss of use, revenue, goodwill, or profit, however caused.

(9) Payment

- 9.1: Unless otherwise agreed in writing by the company, all invoices shall be paid in full no later than 14 days of invoice date. All sums not paid by the due date will become liable for interest at three percent per month (calculated daily) until paid in full.
- 9.2: Timely payment shall be of the essence of the Contract and in the event of any failure or delay by the customer to pay for goods, the company shall have the rights set out in clause 6
- 9.3: Payment for goods is immediately due and payable upon commencement of any event referred to in clause 6
- 9.4: The Company shall have a right of set-off and the customer hereby authorises the company to apply any money owed by it to the customer against any monies which may be due from the customer to the company
- 9.5: Purchases using a credit card will attract a 3% surcharge
- 9.6: Valuations will be submitted as agreed with the contract documentation and should be approved or queried in writing within 7 days of date raised.
- 9.7: Failure to comply with these terms may result in suspension of works on site until resolved.
- 9.8: All valuations to be paid within 21 days of Valuation date

(10) Termination

- 10.1: If any payment or instalment falls due and is not paid in full within 7 days, the company may without prejudice to any other rights, suspend performance of any of its obligations under the Conditions or terminate the contract for sale of Goods by notice in writing with immediate effect.
- 10.2: If the Customer becomes insolvent or enters into liquidation, whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with its creditors generally or has a receiver, administrator, administrative receiver or liquidator appointed over all or any of its assets, or suffers executioner distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or fails to perform any obligations required to be performed by it hereunder for a period of 30 days after receipt of notice from the Company of such failure, the company may, without prejudice to any of its rights, terminate the contract forthwith by notice to the customer.

Aquascapes Labour Charges – These are based on working hours of 8.00am . 4.00pm (Up to 1 hour is charged at our hourly rate. Over the hour is split into 15 min increments)

Hourly Rate (1 Man)	£55.00*
Hourly Rate (2 Men)	£80.00*
Day Rate (Skilled)	£250.00*
Day Rate (Semi-Skilled)	£150.00*
2 x Men (1 x Skilled, 1 x Semi-skilled)	£400.00*
Mileage (From Base SS11 8SN plus Return)	£0.55 per mile*

*All prices exclude VAT which will be added at the prevailing rate