

Terms and Conditions

Please read this document carefully before placing an order. By placing an order, you agree to the terms and conditions as set out below.

(Your statutory customer rights are not affected)

*Access to and use of our Web Site ("the Site") and the sale and purchase of products from the Site are governed by the terms and conditions of use and the terms and conditions of business (together "terms and conditions") set out below.

By using the Site, you agree to accept these terms and conditions. If you do not wish to accept these terms and conditions, please do not use this Site.

This Site (including the site address) is operated and owned by Armstrong Direct Limited a company incorporated under the laws of England with company number 5601027. Armstrong Direct Limited registered office; 194 Thames Road, Billingham, TS22 5EF. VAT Number GB875488660.

General Points

Making a Purchase

Simply browse our online products, click on item's required and those goods will be placed into your shopping cart. When you have finished click on the checkout icon where your total bill will be listed and calculated.

Remittance Terms

We require all orders to be paid for in full at the time of placing them.

Prices

The prices payable for goods & services are set out on our site in Pound Sterling and include UK VAT.

The prices of the Products will be as quoted on Our site at the time you submit your Order. We take all reasonable care to ensure that the prices of products are correct at the time when the relevant information was entered onto the system. Prices for our products may change from time to time, but changes will not affect any order you have already placed.

The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your Order and the date of delivery, We

will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

Product representation

We provide, where applicable, the set up (built) dimensions of our products. Please ensure that you are aware of these when ordering and you are not buying an item that will simply not fit in your house or garden.

Out of stock items

In the unlikely event that your order is out of stock, we will notify you with the option to cancel or change the item. Where possible we will provide an estimated re-stock time. Please bare in mind certain items can take up to 4 weeks to re-stock (or longer due to seasonal demands beyond our control).

Credit card security

We use Sage Pay (part of the SAGE group) for the processing of all credit and debit card payments. Sage Pay are the largest independent Payment Service Provider in the UK and operate to the highest level of compliance under the Payment Card Industry Data Security Standard (PCI). They take responsibility for capturing and storing card details on their secure servers.

Your right to cancel

Stock Items

Can be cancelled up to the point of dispatch.

One-Off Items

Can be cancelled up to the point of dispatch. We are unable to offer any refunds on One Off's after this point.

Dispatched Items

Once goods have been dispatched, we are unable to cancel them. If you wish to return goods, you may do so within 14 days after the day of delivery - see below.

30 Day Return Policy

Upon receipt of your delivery, we offer a 30 day return policy. All you have to do is email us at info@pondkeeper.co.uk. If you cancel your order after it has been dispatched, you must return the goods to us at your expense.

Cancellation and Returns after dispatch

If you refuse delivery from our carrier, you will be responsible for the return charge of these goods and their condition in transit.

If you cancel within the 30 day period, you must ensure that all goods returned to us are packaged adequately to protect against damage. If you fail to return the goods, or you request an uplift, we will collect them. We will charge you the full cost of collection.

If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, OR you have assembled a product which cannot then be returned in its original condition we will not accept the return.

Faulty items

In the unlikely event that your product is faulty, you must notify our customer service department within 48hrs of receipt by e-mail to info@pondkeeper.co.uk.

We will, initially, arrange for replacement parts to be sent out to you. If we feel that this is inappropriate, we will arrange a collection & inspect the faulty items. If we find the goods faulty we will arrange a replacement or a full refund.

Your Rights

Our cancellation policy does not affect your legal rights.

Our Products

The images of the Products on Our site are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer, tablet or other handheld or electronic device displays the true colour of the image of the Products. It is important to be aware that your Products may vary slightly from those images.

The packaging of the Products may vary from that shown in the images on Our site.

Our right to cancel

Armstrong Direct reserves the right to cancel the contract between us if:

- a. The goods you have ordered are unavailable or have been discontinued.
- b. We are unable to provide delivery to your address.
- c. The goods have not been paid for, or we suspect that payment has been made fraudulently.

If we cancel your contract we will notify you by email and provide a full refund. We will not be obliged to offer any additional compensation for any inconvenience or disappointment caused.

Delivery

Your order will be delivered to the address you provide at the time you place your order.

It is your responsibility to ensure this information is correct. If your delivery details change, please contact our customer service department by email. Once goods have been dispatched we cannot change delivery details.

We offer most in-stock items on a next working day service via courier. The cut-off time for our Next Day Service is 1 pm - Orders placed after this time may miss our delivery vans.*

We cannot give a precise time for delivery, although you can track your delivery through our carrier networks. Carrier times are estimates only and are not contractual. We will not be obliged to offer any additional compensation if the goods are not delivered within this time frame.

Please ensure someone is available to receive your order at the nominated address. Failed deliveries will be returned to the Depot for re-delivery. The cost of depot return and redelivery will be charged within any credit due or prior to re-delivery. Please note we do NOT offer timed delivery slots. All UK deliveries will take place between 8.00am-6.00pm Monday to Friday.

Where you have ordered multiple items, we reserve the right to dispatch them separately. All goods remain the property of Armstrong Direct Limited until they have been delivered to you. Once the goods have been delivered to the address nominated in your order they will be held at your own risk, and we will not be liable for their loss or destruction.

**Your item will be dispatched same-day provided that payment is successfully taken and verified before the delivery cutoff.*

European Delivery

We deliver to European countries only (European Delivery Destinations). However, there are restrictions on some Products for certain European Delivery Destinations, so please ensure the destination country is willing to accept the product before ordering or contact Us by raising the issue with our support centre.

If you order Products from Our site for delivery to one of the European Delivery Destinations, your Order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that We have no control over these charges and We cannot predict the Product's amount.

You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your Order.

You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

Our Liability

In the unlikely event that your delivery is incorrect or faulty, we require you to notify us within 48 hours of receipt.

At our discretion we may then do one of the following:

- 1 Make good any shortage or non-delivery.
- 2 Following a collection & inspection replace damaged or defective products.
- 3 Provide a refund for the amount paid by you for the goods in question.

Limitations of our liability to you

You are responsible for observing and complying with all applicable regulations and legislation which affect your purchase and subsequent use of our goods.

To the extent that law permits us to do so, we exclude all our liability to you for any direct, indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem relating to the goods you buy from us, other than the remedies listed in our liability to you.

If a court does decide we are liable to pay you compensation, that compensation will be limited to the amount paid by you for the goods in question.

Please note that nothing in this section of these terms and conditions (or in any other section) is intended to limit any rights you might have as a consumer or other statutory rights that may not be excluded by law, nor in

any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence or fraudulent misrepresentation.

Our Liability If You Are A Consumer

If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time We entered into this contract. We are not responsible for the loss of any livestock as a consequence result of you using Our Products in your aquarium or pond.

Livestock Terms & Conditions

It is the responsibility of the customer to make sure they are present for the delivery of livestock.

Due to costs incurred by packaging livestock, minimum Order values are excluding dry goods placed in the Order

In the event that the customer is not present for the receipt of livestock, Armstrong Direct cannot and will not be held responsible for the condition of livestock when it is received, as it will be taken back to the local depot and collection or redelivery will need to be arranged.

Receipt of all livestock goods must be taken by adults aged 18 or over.

In the event of damaged goods on arrival, please state so when signing for delivery. In the event that goods are accepted and not otherwise stated, they shall be assumed to be accepted in good condition.

In the event of any delays out of our control due to poor weather conditions, accidents or traffic, please contact Our customer service team, who can track your parcel to provide an estimated time of arrival. Due to the nature of livestock, we will still need you to be available for the delivery even in the event of a delay.

During adverse weather conditions, where outside temperatures drop below 0 degrees Celsius, tropical fish deliveries will not be dispatched to safeguard the welfare of the livestock in transit. Should this occur, a member of the Armstrong Direct team will contact all customers with orders that have been affected to reschedule a suitable delivery date. Deliveries of cold-water fish will not be affected and will be dispatched as normal.

Armstrong Direct will only ship livestock deemed healthy and well enough to survive the journey.

In the event your fish arrive lethargic or lying down on arrival - this is a usual reaction to the stress of the journey and they should recover once they have fully acclimatised to your tank or pond.

Returns on healthy livestock cannot and will not be accepted. It is the responsibility of the customer to fully research the requirements of the livestock being purchased and their compatibility with existing species.

Your 5 day guarantee extends to the first delivery only. If a redelivery is attempted or required this falls outside of your guarantee.

We require photographic evidence of any dead on arrivals. These must be still in the bag, unopened. In the event of any losses during the 5 day guarantee period please raise the issue with our support centre and attach photographic evidence. We will then issue a refund for your order.

Any fish loss once acclimatised must be photographed on a plain white sheet of paper and the picture sent though to our support centre on the following email address: info@pondkeeper.co.uk

The 5 day guarantee does not cover any Cichlids or species labelled as Aggressive. Due to the nature of these species We can only guarantee these to arrive

It is the responsibility of the consumer to thoroughly inspect all livestock whilst still inside of the bags and to alert Armstrong Direct of any dead arrivals prior to opening and starting the acclimatisation process.

Armstrong Direct will do everything possible to provide a consistent size of stock from Order to Order. There are seasonal variations which can affect availability so there may be times when specimens are larger or smaller than otherwise stated.

Armstrong Direct are not responsible for any losses to existing tank inhabitants. It is the responsibility of the consumer to research compatibility.

We do Our utmost to ensure accurate information is provided regarding temperament. Fish are live animals and temperaments can vary between

multiple specimens of the same species. These are guidelines and not guarantees.

Your 5 day guarantee for livestock is valid only if your pond or aquarium is free from disease, and your water temperature and parameters are suitable for the species that you have purchased. If your water conditions are not appropriate for the livestock that you have purchased, Armstrong Direct will not be liable to honour this guarantee.

Armstrong Direct will not be held responsible for any incorrect species being added to an aquarium. Where possible, it is advisable to quarantine new arrivals.

Important points

Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our control.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

Third party right

A person who is not a party to this contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

Entire agreement

These terms and conditions together with our terms of use and privacy policy, your order and our order confirmation set out the whole of our agreement relating to the supply of the goods to you by us.

14 day satisfaction guarantee terms & conditions

All returns must be authorised by our customer service department. You can obtain authorisation to return an item by emailing us within 14 days, starting the day after the item was delivered.

It is your responsibility to ensure that all goods are well packaged to prevent damage in transit back to our warehouse. Please be aware that any item returned damaged in transit may be rejected, resulting in your right to a refund being waived. If you do not have appropriate packaging please advise us and we will supply you appropriately (although a shipping charge may be applied).

Armstrong Direct Collection

If you request us to collect an item on your behalf all you will need to do is inform us by e-mail when the goods are ready for collection. We will then arrange a convenient pickup and advise you of the uplift charge for the goods. If you do not agree to our uplift charges, you must return the goods to us in re-saleable condition to receive a refund. Authorisation must be given first. Please note all collections are Monday to Friday only between 9.00am - 6.30pm.

Once we have received the goods back and are happy it has been returned in the same condition as it was dispatched, we will refund the purchase price. The uplift charge must be either paid upfront or taken from the amount of money due in repayment.

We reserve the right to inspect the goods and deduct a reasonable amount from any refund issued if we deem the item has not been returned as new, has been assembled and cannot be resold as new, or has been used and is not suitable for resale.

Return Goods Uplift Charges - please phone for quotations.

Customers Own Carriers

Customer using their own carriers will need to ensure goods are received by us no later than 30 days from the date of the original delivery.

Armstrong Direct will not take any responsibility for damaged or lost items by 3rd party carriers or their partners. The ownership & responsibility of any item / Items being returned by the customer will remain their responsibility until the item has been signed for by one of our warehouse team. Armstrong Direct also reserve the right to deduct any outstanding administration fees from the final refund that may occur if the consumer has not paid an appropriate or adequate return carriage fee. We strongly recommend that

customers insure any item they are returning to us to cover for any eventuality.

Exclusions to Our Return Policy

All special order products are non-returnable and are not subject to our return policy.