

## **Scuba4Me Ltd Terms & Conditions**

### Introduction

- The following Terms & Conditions form the basis of all sales of products by Scuba4Me Ltd, being between the purchaser (“you” or “your”), Scuba4MeLtd (“we”, “us” or “our”) and utilising the Scuba4Me Ltd online shopping website (“the site”).
- These terms and conditions, together with our Privacy Policy and any payment instructions comprise the whole agreement between you and us in relation to each order that we accept from you.
- All purchases of products from the site are governed by these terms and conditions to the exclusion of any other terms.
- You agree to be bound by these terms and conditions by visiting, browsing or purchasing from the site.

### Orders

- All orders are subject to availability.
- All orders are subject to our acceptance, at our absolute discretion.
- Any advice or recommendations we give is followed or acted upon entirely at your own risk.
- It is your responsibility to ensure you have the correct level of training and qualification from a recognised diver training body to use any product you may purchase from us.
- The quantity, quality and description of any specifications for the products shall be those set out in the site. However, you should be aware that the images appearing on the website are not always accurate. We reserve the right to correct errors and omissions in any price or other information without any liability.
- Products on the site may only be sold to persons aged 18 or over. In placing an order for any such products you represent and warrant that you are at least 18 years old. We reserve the right to refuse any order where satisfactory proof of age has not been provided.

### Delivery

- Due to limited availability of some of the products we sell, a particular item may be out of stock at the time you order. We will make every effort to dispatch your purchase to you as soon as possible. However, we accept no liability for delays caused by products being out of stock.
- We aim to dispatch your purchase to you within 2 working days but please allow up to 28 days for delivery. In stock items will generally be dispatched the same day but some out of stock products may take longer. We shall not be liable for delays caused by matters outside our control.
- Risk of loss or damage to the product shall pass to you at the point at which they are delivered to you.
- The postage cost stated when placing your order applies only to UK consignments. Please contact us regarding your individual requirements should you require delivery outside these territorial limits.

### Payment and Prices

- All prices listed on the site are subject to change without prior notice, to reflect any increase in the cost to us. We shall take reasonable measures to draw your attention to any such increase in price prior to shipping the ordered products.
- We aim to protect legitimate credit card owners from fraud and will report to the authorities any person or persons using or attempting to use a card without apparent authority.

### Warranties and Liability

- To the extent permitted by law, we exclude all liability for the content of any websites which may link into this site.
- All products are supplied with a full UK supplier's warranty, the details of which are available on request. All warranty claims should be addressed to the relevant manufacturer directly. See our Returns Policy for further details.
- We take reasonable measures to ensure that the site remains available at all times. However, we cannot guarantee that the site will operate continuously or will be error free. We cannot accept any liability for any failure or non-availability of the Site.
- We do not accept any liability for indirect or consequential loss or business interruption damage including, but not limited to, any loss of data, profit, revenue or business however caused. Nothing in these terms and conditions shall be construed as excluding or limiting liability for death or personal injury caused by negligence or for fraud.

### Privacy

We take your privacy seriously, and during the course of processing your order we gather information about where you live, your telephone number(s), your credit card information, and the products you buy from us. All this information is kept strictly confidential and is for our use only when processing your order.

The only instance that we keep information is for the purpose of Guarantee/Warranty, which is required for certain products (such as regulators), to register your details/diving qualification with the manufacturer before use. We would not, however, give diving equipment manufacturers a list of all the people who had bought diving equipment from us.

We do not perform mailings for third parties. We do not give out private individuals' telephone numbers under any circumstances.

All Information is 'collected lawfully and in accordance with the Data Protection Act 1998. The Data Protection Act requires certain security procedures, and we will always take reasonable measures to maintain security measures & confidentiality.

From time to time we might send a special offer e-mail to our previous customers, however this is not a regular occurrence and customers wishing not to receive special offer emails should please contact us and advise accordingly.

### Customer Satisfaction

Happy customers are the most important thing to the team at Scuba4Me. We hope you will be completely satisfied with any product purchased from us and shop with us again. However, should you have any complaints please contact us at:

**Scuba4Me Ltd**  
**103 Dereham Road**  
**Norwich**  
**Norfolk**  
**NR2 4HT**

**Telephone: 01603 629444**  
**[info@scuba4me.com](mailto:info@scuba4me.com)**

### General

Failure by you or us to enforce any obligation under these terms and conditions shall not be deemed to constitute any waiver of that obligation.