

Last Updated 1st April, 2012

We recommend that you print and keep a copy of these Terms and Conditions for future reference.

THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all transactions on this site. Please read them carefully. They do not affect your statutory rights. We may change these terms and conditions at any time. Any changes will take effect on the date they are posted onto the site (see date above). You will be asked to read and accept the terms and conditions each time you place an order, to ensure that you are familiar with the current terms.

ORDER PROCESS - ORDERS FOR DELIVERY

You will have an opportunity to check and correct any input errors in your order up until you click the **Checkout** button. After you complete an order we will send the details of your order to you in an e-mail (our first e-mail). Please note that this e-mail is an acknowledgement, not acceptance of your order. Acceptance of your order and the creation of a legally binding contract between us will only occur when we send you a second e-mail (our second e-mail), which will confirm your order and contain details of how we will deliver your products to you. (Alternatively, we may decline all or part of your order for any reason, in which case our second email will tell you so.) When deciding whether or not to accept your order we may use certain information about you, including any received from credit reference agencies. In particular, we may pass your details to credit reference agencies for them to check against certain public and private databases. They may keep a record to use in future security checks. This helps to protect you and us against fraudulent transactions. We will tell you if your payment details cannot be authorised for any reason and may invite you to pay by another method. We may also ask you for documentary proof of your identity in which case we will contact you and explain what documents are required. We shall suspend or cancel an order at our discretion at any time if we suspect fraud in which case you will be contacted and advised while we make further enquiries.

PRICES AND PAYMENT

All prices and charges on this site are in UK pounds (GBP). Shopping Basket includes delivery charges (for details see 'Delivery' below) and any VAT payable. The total cost of your order will be the price of the products you order, any additional services you choose, plus any applicable delivery charge and VAT, if payable. All these will be set out clearly in your Shopping Basket before you submit your order. Prices, offers and products are subject to availability and may change before (but not after) we accept your order. If something becomes unavailable we may offer you an alternative. We try very hard to ensure that all information on this site is accurate. However, just occasionally, an error can occur. If we discover an error in the price or description of a product you have ordered, we will tell you and ask you whether you wish to continue with your order or cancel it. For delivery items we accept payment by Visa, Mastercard, JCB, Switch, Solo and Electron. Payment is deducted when we process your order.

DELIVERY

Where we Deliver

Delivery to most worldwide addresses. If there is a problem delivering to your particular address you will be contacted prior to acceptance of your order regarding practicality, costs and payment. All deliveries must be signed for (except items sent by post and which are small enough to be put through your letterbox). Please make sure you keep the receipt enclosed with your goods.

Delivery Charges

We make every effort to keep our delivery charges as low as possible. Our charge depends on the type of products you select and we will deliver normally within 14 days but occasionally this may be longer, in which case we will contact you and advise of the expected delivery date.

When you add products to your Delivery Shopping Basket, the appropriate standard delivery charge will be added automatically. If you add additional items, please double check the charge by clicking "Re-calculate". You will always be able to see all applicable charges before submitting your order.

How We Deliver

Most products are delivered either by courier or by post, depending on their size and value. We will notify you which delivery method we will use when we send you our third e-mail. Very occasionally different products in the same order may be delivered separately.

Delivery Times

Delivery times are calculated in working days - i.e. Monday to Friday inclusive (but excluding bank or national holidays). If you order after 3.00pm GMT (in summer BST), please calculate your delivery time as if your order had been placed the following working day.

Standard Postal and Courier Deliveries, normally within 10 Working Days

Standard postal and courier deliveries should normally arrive within 10 working days of placing your order. All deliveries must be signed for. If you are out when the courier arrives, the courier will leave a card with a contact number for you to call.

We try very hard to ensure that you receive your order in pristine condition. If you do not receive all your products, please e-mail us at sales@pelagicsystems.co.uk or telephone 0871 218 2370. In the unlikely event that a product arrives damaged or faulty, please follow the instructions in the delivery documents.

Cancellations and Returns

Cancellation (Delivery items only)

If you have chosen to have your order delivered to a UK address **ONLY**, you can cancel your purchase at any time either before or up to 14 days after delivery by:

- emailing us at sales@pelagicsystems.co.uk;
- phoning us on 0871 218 2370 - please have your order reference number and delivery details to hand;

We will provide a **RETURN** number, this **MUST** be included with your returned product. Your product must be complete, unused and in 'as new' condition (e.g. if you have opened the box to examine the product you must have done so without damaging or marking the product in any way). It should be returned with the original box, packing and accessories. Pre-recorded media, i.e. DVDs, CDs and other devices must be sealed. Any 'Free Gifts' received with the product must also be returned.

You will receive a refund, less the delivery costs and an administration, handling and re-packing charge of 20%. You must also bear the costs of return and the method and carrier, e.g. courier, must be approved by us before returning the goods. If you fail to return the goods in the manner or method described above no refund will be given.

We cannot cancel your purchase when:

- there is a contract for services with the product or you have started using the services (this includes software unlock codes and chart unlock codes, for example); or
- the seal has been broken on any software or other distribution media; or
- the goods are non-stocked items; or
- delivery was to an address outside the UK

Return of Faulty Goods - Delivery Items

The following are guidelines for all goods ordered for delivery. Wherever possible we will respond to your individual circumstances. If there is a fault with your product within 365 days of the date of our invoice (or other defect with your order), we will normally offer a prompt repair or exchange at our discretion. We will not accept return of any goods without our prior approval. When we approve return of goods we shall issue an "RMA" number, any goods returned without our prior issued RMA number will not be accepted.

If you experience a problem with supplied goods please call Pelagic Systems, 0871 218 2370. If a fault occurs while you are abroad, please call +44 1672 838 010. Alternatively, contact us by email: support@pelagicsystems.co.uk

This promise does not cover faults caused by accident, neglect, misuse, poor installation including exposure to damp/wet conditions (unless item is described as "waterproof") or normal wear and tear. For consumable items (e.g. batteries, etc) the guarantee period is three months from delivery.

If a pre-recorded media, i.e. DVD, CD, Minidisc or other device is faulty under guarantee we will happily exchange it for a replacement.

Any refund due to a fault or other defect will include a refund of the applicable delivery charges. In any event all refunds are limited to the price paid for the goods plus delivery charges (our limit of liability). We will also pay for our costs of collecting goods for replacement or refund if they are not returned to us at our trading address.

We will not pay for removal of installed faulty goods and/or installation of the repaired item or replacement when the goods are repaired or exchanged. Faulty goods must be returned to us, including all items originally supplied with the faulty goods (such as power supplies, cables, plugs & antennas) for repair or replacement. We will not supply any replacement goods before correctly receiving faulty goods. Replacement goods are sent by standard delivery only.

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General

These terms and conditions and all transactions relating to this website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. We do not accept amendments to these terms and conditions.

Additional terms and conditions may apply from time to time, if so, you will be alerted to them at the relevant juncture.

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