

Terms & Conditions

These terms govern the contracts between Happyarium, part of Silverstinger limited, referred to as "Us", "We", "The Company" and its clients.

Happyarium is part of Silverstinger Limited Known as The Silverstinger Group, therefore, clients accepting the terms and conditions of Happyarium automatically and consequently do agree to the terms and conditions and privacy policy governing Silverstinger Limited and its websites. Please note that receiving these Terms and Condition either electronically (By email, Text Message, fax etc) or physically (By post etc) constitutes acceptance of the aforementioned Terms and Conditions. Therefore, clients disagreeing with the content of our terms should notify us by email and refrain from using our websites.

Moreover, These terms and conditions govern the users' use of the website www.happyarium.com and their relationship with Happyarium and its parent company Silverstinger Limited registered in England and Wales under company number 07442546, registered office is at 23 Belmont Avenue New Malden KT3 6QE Surrey UK ("Silverstinger", "Happyarium", "we", "our" or "us").

Please read our Terms and Conditions carefully as they affect your rights and liabilities under law. If you do not agree with these Terms, please do not access nor use our websites. You should understand that you will be prompted to accept our Terms and Conditions before you being able to register to our websites, request a quote or/and purchase any of the products and services available on our websites. We advise printing a copy of these terms for your records.

For further information regarding these Terms, please send your queries to info@happyarium.com.

01. Agreement

By using our website(s) you agree to be bound by these terms and authorise us to transmit information (including updated information), to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions. You will be prompted to read and accept our terms and conditions upon registration for an online account with us.

Exp: In order to purchase products from www.happyarium.com your may have to create a Happyarium account.

You may have to create a MySilverstinger account for the purposes of soliciting, ordering or enquiring about products or services provided by other brands owned by Silverstinger Limited such as Silverstinger Apparel (www.silverstinger.com) or Silvercipher (www.silvercipher.co.uk) and your information may be passed to and between these subsidiaries.

By agreeing to these Terms and Conditions you are agreeing to our Privacy and Security Agreement and to accept cookies from Happyarium (Silverstinger Limited) .

02. Amendments

We reserve the right to:

- Update these terms; therefore, any changes will be notified to you via a suitable announcement on the concerned website or/and by email. It matters to mention that It is the client's responsibility to check for such changes and updates. The changes will apply to the use of the website after we have given such announcement. If you do not wish to accept the new terms you should not continue using the website or contracting our services. If you continue to use the website after the date on which the change came into effect, your use of the website constitutes your agreement to be bound by the new terms.
- Modify or withdraw, temporarily or permanently, our website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of our website or its contents.
- Disable any user identification code or password we have provided to you, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

03. Registration

By using our website, you warrant that:

- You are 18 years of age or above.
- You are legally capable of entering into binding contracts.
- The personal information you provide when you register is true, accurate, current and complete in all respects to the best of your knowledge.
- You are not impersonating any other person or entity.
- You will notify us immediately of any changes to the personal information by updating your online account details through www.happyarium.com or/and its affiliated websites if applicable.

04. Privacy & Cookie Policy

Happyarium and Silverstinger Limited will treat all your personal information as confidential and will only use it in accordance with our [Privacy Policy](#). In addition, we will process information about you in accordance with our [Privacy Policy](#) and [Cookie Policy](#). By using our website, you agree to such processing and you warrant that all data provided by you is accurate and true. When you shop on our websites, we may ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Information Commissioner's office.

05. Protecting Your Security

To ensure that your credit or debit card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these terms you consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. Please rest assured that this processes is done for the sole purpose of confirming your identity, that a credit check is not performed and that your credit rating will not be affected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Please note that data collected by us may be stored in servers outside of the United Kingdom and/or the European Union.

06. Compliance

Our website(s) may only be used for lawful purposes and in a lawful manner. You must agree to comply with all applicable laws, statutes and regulations regarding our website(s) and their use. Therefore, you do agree not to:

- Upload or transmit through the website(s) any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- Upload or transmit through the Website(s) any material which is defamatory, offensive, that incites hate, promotes terrorism or of an obscene character;
- Attempt to gain unauthorised access to our site(s), the servers on which our site(s) are stored or any server, computer or database connected to our sites.
- Not to attack our site(s) via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your privilege to use our website(s) will be immediately terminated.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or

other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website(s) or to your downloading of any material posted on it, or on any website linked to it.

07. Third Party Links

Our websites may include links to other websites or material which is beyond our control. Please note that we are not responsible for such websites or material nor do we review or endorse them. We will not be liable for the privacy practices or content of such websites nor for any damage, loss or offence caused or allegedly to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

08. Orders

All orders are subject to acceptance and availability. Client will not be able to order out-of-stock items as the system will automatically calculate stock while orders are being processed. Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You, hereby, do acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on our websites. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later, at which time we shall send you an e-mail confirming that the contract has been concluded ("Dispatch Confirmation"). The contract will relate only to those goods or services whose shipping has been confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods or services which may have been part of your order until the dispatch of such goods or services has been confirmed in a separate Dispatch Confirmation email. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from our websites.

The products sold on our websites are not for re-sale or distribution. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision.

09. Quotes:

We reserve the right to change, update or override any quote that has been requested by or/and provided to our clients either by phone, email or via our online quotation system if we believe that the facts provided to produce that quote might not be accurate or don't reflect the real circumstances of the client.

In that case a re-quote will be in order. Consequently, the client is to be liable to pay the balance.

10. Warranties:

Happyarium (Silverstinger Limited) does not offer any kind of additional warranty on parts it provides except for the factory warranty "if" offered by the manufacturers of the part in question. Happyarium (Silverstinger Limited) does not offer any guarantees or warranty on jobs conducted by its members of staff. However, we will use our utmost diligence to accomplish jobs commissioned to us to the best of our endeavor & know-how.

Please note that Happyarium (Silverstinger Limited) is in n responsible for parts not supplied by it.

11. Clients' responsibilities:

In the case of "Us" being unable to bring a job to completion in one visit due to an event outside of our control (exp: missing parts, misjudgment, miss-representation of facts by the client etc). The client is obligated to pay the agreed upon fee of the visit in total.

The client must provide a safe environment for our personnel according to the Health & Safety at Work etc Act 1974.

The client must provide truthful and accurate information when requesting a quote. Therefore, if, at some point in the future we determine that the information provided by the client is not accurate, a re-quote will be in order and the client is liable to pay the balance.

Outside of the agreed visits, the clients have the obligation to look after their equipment, pets etc. Therefore, Happyarium (Silverstinger Limited) is not to be held responsible for damage of the client's system, contamination of the Aquarium's ecosystem or /and loss of fish or any other life form that inhabits the concerned aquarium.

The client must sign and date the Visit Check and Liability Form at the end of every visit, a signature of one of the representatives of Happyarium (Silverstinger Limited) must be printed at the same time to validate the form.

If, for whatever reason, the clients is absent and was unable to sign the Visit Check , the Form will be marked as "Signed in Absentia" and its accuracy will not be contested.

12. Cancellations:**I- Single Visit Contracts:**

Single visits contracts can't be cancelled nor refunded once fulfilled.

- **Cancellation requested by the client:**

An agreed upon single visit contact can be cancelled by the client up to 24 hours prior to the agreed upon time of execution. Cancellation requests must be sent by email to info@happyarium.com. Agreements are in effect if made over the phone, by e-mail, by text messages, in person, by post etc.

If expenses have been incurred (parts necessary for an installation etc), the client will be liable to pay for such cost.

- **Cancellation requested by the company:**

Happyarium (Silverstinger Limited) reserves the right to cancel an agreed upon single visit contract at any time provided that the client is issued with a notice at any time prior to the agreed upon date and time.

The client is not liable to pay for incurred expenses. However, if the client would like to take possession of materials or parts, which had produced the mentioned expenses, consequently, the client must pay for the cost of the concerned items.

II- Annual contracts:

Happyarium (Silverstinger Limited) reserves the right to cancel a contract at any time if we feel that we will be unable to continue honoring the mentioned contract.

Our terms of cancellation will be dictated as follows:

- **Cancellation requested by the client:**

The client has the right, at his own discretion, to bring the contract to an end and a reimbursement would be in order. However, each completed visit of the contract will be treated as a single visit maintenance package which is typically charged at a higher rate (Rates are determined by our online quotation system). If the package had included an installation visit, the higher rate of the installation visit will be applied

The sum of the cost of each and every completed visit quoted at the higher rate will be applied and subtracted from the monies already paid by the client to the extent of the amount originally charged.

Example 1:

Annual package= £1200

Single maintenance package of each visit if contracted on a one visit basis= £300

Number of fulfilled visits = 5

Number of visits remaining= 1

Cost of 5 visits at the higher rate = 5 * £300= £1500

The client IS NOT ENTITLED to any reimbursement.

Example 2:

Annual package= £1200

Single maintenance package of each visit if contracted on a one visit basis= £300

Number of fulfilled visits = 2

Number of visits remaining= 4

Cost of 2 visits at the higher rate = 2 * £300= £600

The client is entitled to a reimbursement of = £1200 - £600 = £600

- **Cancellation requested by the company:**

At our own discretion we will commit to reimburse what we owe to the client on a pro rata basis. Therefore, for instance if we assume that an aquarium maintenance contract is made up of six

maintenance visits that can be performed at any time within 12 months of the contract first signed, we will reimburse the sum of the number of visits remaining which has not been fulfilled, at the rate of annual maintenance package divided by six.

Example:

Annual package: £1200

Cost of one visit= £1200/6 = £200

Number of visits remaining: 2 visits

Reimbursement = £400

13. Annual contracts' duration and scope:

Please note that the annual maintenance contracts consist of a pre-agreed number of visits. The number of visits may vary depending on the contract, therefore, contracts for 12 visits or any number of visits may be issued and the total fee paid for the contract will be adjusted accordingly.

First setup and Installation of an aquarium might be part of these visits if requested by the client. However, the total of the visits always amounts to the number of visits pre-agreed in advance.

The visits purchased within a contract will be conducted at a frequency which will be agreed upon with the client. Typically, the frequency can range from one visit every fortnight to one visit every two months. In any case and whatever the frequency chosen by the client is, all visits must be fulfilled within one year of the acceptance of the terms of the contract (Invoicing date). The contract starts effectively from the instant the client receives the offer and agrees to the terms and conditions. Contracts terminate at the end of the 12th month from the date marked on the official invoice.

- **Contract's duration (12 months):**

Contracts do expire exactly within 12 months of the issuance and agreement. Therefore, all visits must be fulfilled within 12 months starting from the reception of our Terms and Conditions by the concerned client.

It is the responsibility of the client to insure that visits are used up before the expiry date (12 months from the acceptance of the Terms and conditions and the date on the Invoice). Consequently, if the client fails to request or disagrees to receive the total number of the visits within the duration of the contract (12 Months), the client will automatically forfeit any remaining unfulfilled visits (maintenance sessions).

If the client exhausts the pre-agreed number of visits before the end of the 12 months period, further maintenance visits can be requested subject to a surcharge which will be charged at the client's discounted rate (if applicable) for the remainder of the 12 months period.

At the end of the 12 months period and in the eventuality that the client wishes to renew his contract with Happyarium, the client's rate will be subject to a re-quote to reflect any change to the client's circumstances and to adjust for inflation and other factors.

- **Contract's scope:**

Please note that quotes generated by our online quotation system are for one aquarium and one aquarium only. Consequently, if the client owns more than one aquarium, separate quotes must be

generated for each and every fish tank and (if needed) a separate time slot must be booked in order to bring the job to completion.

If needed, we may issue a quote for a number of aquariums and apply certain discounts if applicable.

Please note that quotes produced by us are for servicing only. Therefore, parts and replacement of parts are not included in the contract and (if provided), the mentioned parts will be charged separately. Please note that if the part(s) has (have) a manufacturer warranty and in the case where the mentioned warranty had expired, replacing the defective part will be charged to the client at a pre-agreed price and subject to a quote.

It matters to mention that Callout visits & emergency visits are not included in any of our maintenance and/or Installation contracts. Consequently, if a client requires an onsite visit by our personnel, a callout fee of £60.00 plus (VAT) will apply.

- **Payments for contracts & single visits:**

All 12 months contracts are to be paid for in advance upon acceptance of our Terms & Conditions.

Single visits are to be paid for, upon the accomplishment of the visit.

Payment are to be processed either:

In cash.

By cheque issued to Silverstinger Limited

By bank transfer .

14. Call out visits:

Please note that callout visits are not to be confused with maintenance or installation visits. Call out visits are for onsite visits for the sole purpose of investigating a situation such as assessing the special circumstances of a client's aquarium setting, gathering data, attending to a leak which is not caused by our negligence, provision of an onsite quotation or emergency calls of any matter related directly to the contract.

Please note that no cleaning, installation or maintenance is to be carried out during callout visits. If maintenance or installations is urgently required while on a call-out visit, the visit will be billed as a maintenance or installation session, which can either be used from the client's visits balance or be billed and charged separately.

Callout visits are subject to a fixed rate of £60.00 plus VAT payable by cheque, bank transfer or in cash immediately after the visit is conducted. Any related additional fees that might arise thereafter will be invoiced separately.

15. Requesting Visits Booking & emergency callout bookings:

Please note that the all booking requests must be done by email sent to info@happyarium.com or through the Contact Us page on www.happyarium.com.

Please note that bookings requested over the phone have to be confirmed by email in order to be effective & binding.

Happyarium (Silverstinger Limited) is not to be held responsible for not attending to a visit or an emergency call out if the request is not done in writing and sent by email to info@happyarium.com.

It matters to mention that the most effective way to get in touch with us is either by email or through the Contact Us page on www.happyarium.com .

We do tend to attend to emergency call outs within 48 hours of the time the request is logged in.

16. Disclaimer:

- **Incidental & collateral damage:**

Happyarium (Silverstinger Limited) and its representatives are not to be held liable for any damage (Direct and/or collateral) sustained by a system or caused by a failed system after a visit is concluded and our members of staff leaving the client's premises.

If damage is to happen while our personnel is on site, the team leader onsite (or deputy) must assess the situation and come to a conclusion of what caused the damage. If the damage sustained by a system or an element of the system, is the result or the consequence of a pre-condition of the mentioned system (evident tear and wear, cracks, poor condition due to prolonged periods of lack of maintenance, system being tampered with by the owner of the aquarium or a 3rd party etc); we are not to be held responsible for the replacement of the system affected, its parts nor assume responsibility for any collateral damage. If, however, the damage is proven to be caused by our own obvious negligence, we will replace the damaged item(s) at our expense.

A Disclaimer Form (provided by our personnel on each and every visit) must be timed, dated and signed by the client and a member of staff.

The Disclaimer Form must reflect the state of the system as it was left by the Happyarium team who conducted the visit. Therefore, in the event that we cause any sort of damage by obvious negligence, we will acknowledge the damage and agree to fix it at our expense. Otherwise, the client is to be responsible for repairing/replacing any damage not caused by us or that might have occurred after or before we had left the premises.

Accidents resulting in Injuries

Happyarium is not to be held responsible for any incidents resulting in "and not to be limited to" injuries that might or might not result in loss of life which can be caused by electrocution, drowning or any other form of bodily harm which might occur as a result of owning and operating an aquatic system with electrical components, a fish pond or other similar systems.

Aquariums & fish pond owner do purchase & install these systems at their own risks and must do their own due diligence & be fully aware of the risks inherent to owning such systems.

Children should never operate nor manipulate aquariums and aquatic systems in general.

It is not advised to install aquariums in children's quarters.

Children must be supervised at all times near such systems.

By system we refer to an aquarium or a fish pond, with electric and/or mechanic filtering & heating facility and other related components if applicable.

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part of the Silverstinger Group

HAPPYARIUM.com

