

## Terms & Conditions

The Business: Fortescue Wilson Ltd.

The Goods: These are described on the website and listed on the Order Confirmation Email.

The Price: The price of each item of goods is specified on the website and is listed on the Order Confirmation Email. Customers outside the UK and EU are responsible for all local taxes.

Delivery Costs: These appear automatically on the website depending on the customer's delivery location and their choice of shipping, they also appear on the Order Confirmation Email. If returned goods are faulty then the return postage cost will be refunded to the customer. In all other cases the customer is responsible for the cost of returning goods.

Payment Methods: All payments must be made in full by card. All card information is handled by Sage Pay in their secure environment. The cards accepted are listed on the first Sage Pay Transaction page.

Enquiries: Enquiries can be made using the Contact Us page on the website, by email: support@tridridiving.com, Phone: +44 1173 700 780 or in writing to: Fortescue Wilson Ltd. 7 Avonside Industrial Park, Avonside Road, Bristol, BS2 0UQ. UK.

Delivery: Delivery to UK mainland addresses will normally take 1 working day but please allow 3 working days.

Cancellation: You can cancel your order with your order number by Emailing support@tridridiving.com or in writing to: Fortescue Wilson Ltd. – Cancellation

7 Avonside Industrial Park, Avonside Road, Bristol, BS2 0UQ. UK.

Price validity: The price on the website is valid at the time of your order; this price will be what you are charged and will be stated on the Order Confirmation Email.

Substitutes: We will not substitute another product for one which is ordered. If we do not have a product in stock, we will inform the customer.

Quality Control: Any returned items will be examined by our technical staff in order to establish their condition. This is to ascertain if there is a fault or damage and the cause of these. Goods must therefore be returned in or with the original packaging and with the original documentation, wherever possible. In addition, a returned item must be adequately protected and securely sealed for its return journey, to reduce the possibility of damage in transit. The Returns Number supplied to you must appear clearly on the address Label.

Warranty: Our Products are guaranteed against manufacturing defects for a period of one year from purchase. However if you have any problems at any time please Contact us.

Distance Selling Regulations (DSRs): Under the Distance Selling Regulations, you have the right to cancel your contract at any time up to 7 working days (not including weekends or bank holidays) after the day on which you receive the goods you ordered. You must inform us of the cancellation of the contract in writing or email.

If you have paid a delivery charge this will also be refunded but if you are only returning part of the order, then we are not obliged to repay any of the delivery charge. The DSRs do, however, give

suppliers a right of action against consumers for breach of the statutory duty to take reasonable care of the goods.

This is not intended to be a full statement of all your rights under the Distance Selling Regulations.

**Training and Qualifications:** Any equipment purchased and received from FWL is done so on the understanding that the customer/purchaser is fully trained and in the use of the Diving and Scuba equipment and holds the relevant experience and/or qualifications.

**Free Draw Offer:** We periodically hold a draw for a free TriDri. We will randomly select one person from all the participants of our free draw offer. No cash alternative will be given in exchange. We will include shipping and delivery costs for one TriDri to the winner anywhere in the world. We reserve the right to cancel this offer without notice and at any time. The winning customer, agrees that we can use any publicity images taken (if applicable), in any of our marketing materials.

**General:** Neither you nor us shall be liable for any failure to perform any obligation under these terms and conditions which is due to circumstances beyond your or our reasonable control. The failure by you or us to exercise or enforce any right or obligation under these terms and conditions shall not be deemed to be a waiver of that right or obligation nor shall it operate to bar the exercise or enforcement of it at any time or times thereafter.

These Terms and Conditions do not affect your statutory rights.