

THE BETTA BOX UK IMPORT & TRANSHIPPING TERMS & CONDITIONS

IMPORTANT — PLEASE READ BEFORE PROCEEDING

These Terms & Conditions apply when you use The Betta Box UK to arrange the importing and transshipping of ornamental fish purchased from your own chosen supplier.

THE BETTA BOX UK DOES NOT SELL THE FISH.

We provide an ornamental fish importing and transshipping service.

The fish remain the responsibility of the seller/supplier until they are received by you, subject to the terms agreed between you and your supplier.

By submitting an import request, making payment or otherwise instructing us to arrange an import, you confirm that you have read, understood and accepted these Terms & Conditions.

1. OUR SERVICE

The Betta Box UK provides an importing and transshipping service for ornamental fish purchased by customers from independent suppliers.

We may assist with:

- Coordinating imports;
- Receiving shipments;
- Import and regulatory processes;
- Temporary holding of fish;
- Arranging UK delivery; and
- Coordinating with couriers and suppliers.

We are not the seller of the fish and do not determine the condition, health, quality, value or suitability of fish supplied by your chosen supplier.

Any dispute concerning the sale, condition, quality, health, species, quantity or replacement/refund of fish purchased from a supplier must normally be dealt with directly between you and that supplier.

2. ACCEPTANCE OF THESE TERMS

You must accept these Terms & Conditions before proceeding with an import through us.

By accepting these Terms & Conditions, you confirm that:

- You are at least 18 years old;
- The information you have provided is accurate;
- You have authority to arrange the import;
- You understand that importing live animals carries inherent risks;
- You understand that we are providing an importing/transshipping service and are not selling the fish;
- You understand that fish may be affected by transport and the stresses associated with importing live animals; and
- You agree to these Terms & Conditions.

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3. PAYMENT OF FEES

All applicable import and service fees must be paid before the shipment leaves its country of origin unless we have expressly agreed otherwise with you in writing.

If required fees are not paid by the required deadline, we may be unable to proceed with the shipment.

Where payment is not received in time, the shipment may need to be cancelled, delayed or otherwise dealt with according to the circumstances.

Additional costs arising from late payment, cancellation, delay, storage, holding, rebooking or other circumstances may be payable by you where applicable.

4. IMPORT FEES

Import fees cover the services and costs associated with arranging the import and transshipment of your fish.

Import fees are generally non-refundable once the import service has been commenced or the shipment has been booked and processed, except where a refund is required by law or where we agree otherwise.

If a fish arrives dead or subsequently dies while being held, this does not automatically mean that the import service has failed, and the import fee will not normally be refundable solely because of the loss of a fish.

If a fish was booked with us but was never actually shipped, we may consider a refund of the relevant import fee, subject to the circumstances and any costs already incurred.

5. FISH HEALTH AND LIVE-ANIMAL RISKS

Importing live animals carries inherent risks.

Fish may be affected by:

- Transportation;
- Handling;
- Changes in water conditions;
- Temperature changes;
- Oxygen levels;
- Journey duration;
- Acclimation;
- Stress;
- Delays;
- Air transport;
- Customs or regulatory procedures; and
- Other factors outside our reasonable control.

Although we will take reasonable care of fish while they are in our possession, we cannot guarantee the health, survival or condition of any fish.

A fish that appears healthy before transport may become ill or die as a result of transport-related stress or other factors.

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6. DEAD ON ARRIVAL (DOA)

The Betta Box UK is not the seller of the fish.

If a fish arrives dead, the question of whether the fish will be replaced, refunded or otherwise compensated is primarily a matter between you and the supplier from whom you purchased the fish. We will provide reasonable assistance with relevant information where appropriate, but we do not guarantee that your supplier will provide a replacement or refund.

You should therefore ensure that your supplier's own DOA and replacement policy is understood before purchasing fish.

7. LOSS OR DEATH WHILE IN OUR CARE

We will take reasonable care of fish while they are in our possession.

However, because these are live animals, we cannot guarantee their survival.

To the extent permitted by law, we are not responsible for loss caused by circumstances outside our reasonable control or by the inherent risks associated with transporting and holding live animals. Nothing in these Terms & Conditions excludes or limits any liability that cannot legally be excluded or limited.

8. UK COURIER DELIVERY

Courier charges are separate from our import fee.

Courier charges may include costs such as:

- Courier transportation;
- Suitable shipping box;
- Insulation;
- Heat packs where appropriate;
- Packaging materials;
- Tape; and
- Other materials or services required for the shipment.

Because live fish are perishable live animals, courier companies may have limitations on insurance or compensation.

We will not represent that live fish are insured unless we have specifically confirmed this to you in writing.

Where a courier loses, delays or otherwise mishandles a shipment, we will provide reasonable assistance in dealing with the courier, but any compensation available will depend on the courier's terms and the circumstances.

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9. DELIVERY AFTER UK ARRIVAL

You must be available to accept delivery on the agreed delivery day following the arrival and processing of your shipment.

If you are unable to accept delivery and the fish need to remain with us, additional holding or boarding charges may apply.

Our standard holding charge starts at:

£1 per day per shipment unless a different charge has been agreed with you.

Additional costs may apply where exceptional care, additional equipment, rebooking or other services are required.

10. UK DELIVERY DAYS

UK internal deliveries are normally dispatched:

Tuesday, Wednesday or Thursday

by mutual agreement.

We may alter the dispatch day where necessary because of:

- Weather;
- Courier availability;
- Public holidays;
- Animal-welfare considerations;
- Shipment delays;
- Operational circumstances; or
- Other circumstances affect the safe transport of live animals.

11. CUSTOMER RESPONSIBILITIES

You are responsible for:

- Providing accurate contact information;
- Providing an accurate delivery address;
- Responding to our communications;
- Making payments by the required deadlines;
- Providing any information or documentation we reasonably request;
- Ensuring you are available to receive delivery;
- Ensuring the imported species is lawful to import;
- Checking your supplier's terms and DOA policy; and
- Making appropriate arrangements for the care of the fish immediately after delivery.

We are not responsible for problems caused by incorrect or incomplete information supplied by you.

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12. SUPPLIER RESPONSIBILITY

The fish are purchased from your chosen supplier and not from The Betta Box UK.

The supplier is responsible for matters relating to the sale of the fish, including where applicable:

- Species identification;
- Sex;
- Size;
- Colour;
- Quality;
- Health before shipment;
- Packing;
- Quantity;
- Condition before dispatch;
- Missing fish;
- DOA claims; and
- Replacement or refund arrangements.

You should contact your supplier directly regarding any disagreement about the fish themselves.

13. INCOMPLETE SHIPMENTS

If you have ordered more than one fish and fewer fish arrive than were expected, we will process and arrange delivery of the fish that have arrived unless there is a specific reason why delivery cannot proceed.

If your supplier subsequently sends a replacement fish on a later shipment, that replacement will normally constitute a new import and will therefore be subject to the applicable import fee and UK delivery fee.

The original delivery fee will not normally be credited towards a later replacement shipment because the original delivery service has already been provided.

If you believe a shipment is incomplete, you should contact both The Betta Box UK and your supplier as soon as possible.

14. SPECIES AND IMPORT RESTRICTIONS

You are responsible for ensuring that the species you wish to import is legally permitted to enter the UK and, where applicable, your country of residence.

You must not request the import of a species or item that is prohibited or restricted unless all required permissions, licences and documentation have been obtained.

If an item is refused, detained, seized, destroyed or otherwise dealt with by Customs, DEFRA, the Fish Health Inspectorate or another authority because the import is prohibited, restricted, incorrectly documented or otherwise unlawful, we cannot guarantee recovery of the item or any associated costs.

You remain responsible for providing accurate information and obtaining any permissions or documentation that are your responsibility.

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15. CUSTOMS AND REGULATORY REQUIREMENTS

Imports may be subject to Customs, DEFRA, Fish Health Inspectorate and other regulatory requirements.

We may assist with the importing process, but we cannot guarantee that an authority will approve, release or accept a particular shipment.

If additional charges, inspections, documentation, storage, handling or other costs arise as a result of regulatory or Customs requirements, these may be payable by you where applicable.

16. DELAYS

International shipments may be delayed for reasons outside our reasonable control.

These may include:

- Airline delays;
- Courier delays;
- Customs processing;
- Regulatory inspections;
- Weather;
- Transport disruption;
- Flight cancellation;
- Documentation issues;
- Industrial action;
- Technical failures; or
- Other circumstances outside our reasonable control.

We will make reasonable efforts to communicate significant delays when we become aware of them.

17. CANCELLATIONS

If you wish to cancel an import, you should contact us as soon as possible.

Whether a refund is available will depend on:

- The stage the import has reached;
- Costs already incurred;
- Whether the shipment has already been booked or dispatched;
- Whether services have already been provided; and
- Any applicable legal rights.

Any amount that is legally refundable will be handled in accordance with applicable law.

18. REFUNDS

Import and delivery fees relate to services and costs associated with arranging the import and delivery of live animals.

Where a service has already been provided or costs have already been incurred, those amounts may not be refundable.

Nothing in these Terms & Conditions removes any statutory right you may have to a refund or other remedy where such a right applies.

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19. LIMITATION OF LIABILITY

We will take reasonable care in providing our services.

However, to the extent permitted by law, we are not responsible for losses arising from circumstances outside our reasonable control or from risks inherent in the transportation and handling of live animals.

This may include losses resulting from:

- Airline delays;
- Courier delays;
- Customs delays;
- Regulatory action;
- Weather;
- Transport disruption;
- Supplier actions or omissions;
- Incorrect information supplied by you;
- Illegal or restricted imports;
- Failure by you to accept delivery;
- The inherent risks associated with transporting live fish; or
- Other circumstances outside our reasonable control.

Nothing in these Terms & Conditions excludes or limits liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

20. NO GUARANTEE OF SURVIVAL

Live animal transportation always involves risk.

Although we will take reasonable care of the fish while they are in our possession, we cannot guarantee that any fish will survive:

- Transport to the UK;
- Import processing;
- Temporary holding;
- Acclimation;
- UK delivery; or
- Any other stage of the journey.

By using our service, you acknowledge and accept that importing live animals involves inherent risks.

21. CUSTOMER AGE

You must be 18 years of age or older to use our importing and transshipping services.

We may request confirmation of your age where reasonably necessary.

22. PERSONAL INFORMATION

We process personal information in accordance with our Privacy Policy.

We may share relevant information with suppliers, couriers, payment providers, Customs, HMRC, DEFRA, the Fish Health Inspectorate and other authorities where necessary to provide our services or comply with legal and regulatory requirements.

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23. PAYMENTS

Payments made through our website or payment arrangements may be processed through PayPal, our payment service provider.

PayPal's own terms and privacy policy may also apply to the payment transaction.

24. CHANGES TO THESE TERMS

We may update these Terms & Conditions from time to time.

The version applicable to your import will normally be the version accepted by you when you proceed with the relevant import, unless a change is required by law or otherwise agreed with you.

25. GOVERNING LAW

These Terms & Conditions are governed by the laws of England and Wales.

Nothing in these Terms & Conditions affects any mandatory legal rights you may have.

26. CONTACT US

If you have any questions regarding these Terms & Conditions or your import, please contact:

The Betta Box UK

Email: thebettabox@hotmail.com

WhatsApp: +44 7368 801191

Website: www.thebettabox.uk

CUSTOMER ACCEPTANCE

By proceeding with an import, you confirm the following

I confirm that I am 18 years of age or older.

I understand that The Betta Box UK provides an importing and transshipping service and does not sell the fish.

I have read and agree to the Import & Transshipping Terms & Conditions.

I understand that importing and transporting live animals carries inherent risks.

I understand that disputes concerning the sale, condition, health, quantity or DOA status of fish purchased from my supplier should normally be dealt with directly with that supplier.

I confirm that the information I have provided is accurate and complete.