



Straits Aquatics

Purchases, Cancellations & Refunds Policy

Effective date: 15 October 2026 | Covers purchases in-store, online, WhatsApp and direct orders

1. Who We Are

Straits Aquatics is a Gibraltar-based specialist aquatic retailer supplying live ornamental fish, corals, invertebrates, aquarium equipment, accessories, consumables and related aquatic products.

This policy sets out the terms applicable to purchases, payments, deposits, reservations, order cancellations, returns, refunds and store credit.

It applies to purchases made through:

- Our official website: www.straitsaquatics.com
- Our physical retail premises in Gibraltar.
- WhatsApp and other official business communication channels.
- Direct customer orders, quotations and invoices.
- Other authorised sales platforms operated by Straits Aquatics.

Contact information: Straits Aquatics | hello@straitsaquatics.com | www.straitsaquatics.com | WhatsApp via our official business communication channel.

By placing an order, customers acknowledge the purchase terms communicated before the sale. Nothing in this policy excludes mandatory statutory consumer rights.

2. General Purchase Conditions

Customers are responsible for reviewing the details of their order before completing a purchase. This includes checking:

- The product name, description, size and specifications.
- Equipment model numbers and compatibility.
- Livestock species, size and relevant care requirements.
- Quantities and selected product variations.
- Prices, currency and applicable delivery charges.
- Delivery or collection arrangements.
- Any product-specific conditions or restrictions.

Straits Aquatics makes reasonable efforts to ensure that product descriptions, photographs, prices and availability information are accurate.



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Product images may be illustrative unless an item is expressly advertised as **WYSIWYG (What You See Is What You Get)**.

For WYSIWYG livestock, the advertised photograph represents the individual animal or coral offered for sale, subject to reasonable differences in appearance caused by lighting, colouration, movement and natural development.

Customers should request clarification before purchasing if they are uncertain about a product's suitability.

Where Straits Aquatics has been informed of a particular intended purpose and has recommended a product for that purpose, applicable consumer rights remain unaffected.

3. Pricing and Currency

Straits Aquatics operates primarily in **Pounds Sterling (GBP)** and may also accept payments in **Euros (EUR)**.

Where customers are offered the option to pay in Euros, the applicable exchange rate will be communicated or displayed before payment is completed.

Exchange rates may vary according to market conditions, the payment provider or the rate adopted by Straits Aquatics for the relevant transaction.

Unless expressly confirmed, prices displayed in one currency do not guarantee a permanently fixed equivalent in another currency.

Where products are priced in Euros and paid for in Pounds Sterling, or vice versa, the final amount payable will be confirmed before the customer completes the purchase.

Any applicable taxes, delivery charges, import costs or additional mandatory charges will be disclosed or explained before the order is confirmed, as required by law.

Customers purchasing from outside Gibraltar should review any applicable destination-country import taxes, customs duties or clearance requirements. Responsibility for those charges will be clearly stated before purchase where applicable.

4. Payment Methods and Payment Confirmation

Straits Aquatics may accept the following payment methods, subject to availability:

- Cash.
- Debit or credit card.
- SumUp.
- Bank transfer.



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- Revolut.
- PayPal.
- Approved customer account credit.
- Invoice or deferred payment, where expressly authorised.

Available payment methods may vary according to the sales channel, currency, location and order type.

Unless an alternative arrangement is expressly agreed, full payment is required before goods are dispatched, delivered or released for collection.

Orders paid by bank transfer or similar methods may be held pending confirmation that cleared funds have been received.

Customers are responsible for using the correct payment reference and ensuring that funds are transferred to an authorised Straits Aquatics payment account.

An order is not considered paid merely because a customer has provided a payment screenshot or stated that a transfer has been initiated.

Where deferred payment is expressly approved, payment must be made by the agreed due date.

Straits Aquatics reserves the right to suspend further discretionary credit facilities or future orders where outstanding balances remain unpaid, subject to applicable contractual and consumer rights.

5. Order Placement, Acceptance and Availability

Product availability is subject to stock levels, supplier availability and order verification.

An automated website acknowledgement or initial payment request does not necessarily constitute final acceptance of an order, provided this is made clear during checkout.

An order is considered accepted when Straits Aquatics expressly confirms acceptance or otherwise fulfils it in circumstances establishing a binding contract.

Where an order cannot be fulfilled, Straits Aquatics will contact the customer and explain the available options. These may include:

- An agreed alternative product.
- A revised delivery or collection arrangement.
- Partial fulfilment with the customer's agreement.
- Cancellation and reimbursement of the unavailable portion.



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Straits Aquatics will not substitute an alternative product without the customer's agreement where the substitution would materially change the order.

Where Straits Aquatics is unable to fulfil an accepted order, customers will receive the refund or alternative remedy required by applicable law.

6. Final Sales and No Voluntary Returns

ALL SALES ARE FINAL, SUBJECT TO APPLICABLE STATUTORY CONSUMER RIGHTS.

Straits Aquatics does not operate a voluntary change-of-mind returns or exchanges scheme.

Accordingly, we do not ordinarily accept discretionary returns, cancellations, exchanges or refund requests where:

- The customer has changed their mind.
- The item is no longer required.
- The customer has purchased the wrong product, size or model.
- The customer has found the same product at a lower price elsewhere.
- The product is no longer compatible with the customer's plans or preferences.
- The customer has decided not to proceed with an aquarium project.
- The customer no longer wishes to keep an otherwise conforming item.

Straits Aquatics may, at its sole commercial discretion, agree to a voluntary exchange or store-credit arrangement in exceptional circumstances.

Any such arrangement will be confirmed individually and does not establish an ongoing right to discretionary returns.

This final-sales policy does not remove any mandatory rights to cancel a qualifying distance contract or obtain remedies for faulty, damaged, misdescribed or incorrectly supplied goods.

7. Online and Distance Purchases

Purchases completed through the website, telephone, WhatsApp or another organised distance-selling process may qualify as distance contracts.

Under applicable Gibraltar and European consumer protection legislation, consumers generally have a right to cancel eligible distance purchases without giving a reason within **14 calendar days after receiving the goods**.

Where a single eligible order is delivered in multiple instalments, the relevant period will be calculated according to the applicable legal rules.



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This right is subject to statutory exemptions. Examples of goods that may qualify for exemptions include:

- Goods liable to deteriorate or expire rapidly.
- Goods made to the customer's specifications or clearly personalised.
- Sealed goods unsuitable for return for health or hygiene reasons once unsealed, where the statutory conditions apply.
- Other categories expressly exempted under applicable legislation.

The fact that an item was specially ordered from a supplier does not, by itself, make the item personalised or exempt from statutory cancellation rights.

Similarly, livestock purchases will be assessed according to the applicable legal provisions, including any relevant exemption for rapidly perishable goods. No exemption will be presumed to apply automatically to every animal.

Where a statutory cancellation right exists, the customer may exercise it despite the general final-sales policy.

8. Exercising a Statutory Cancellation Right

Customers wishing to exercise an applicable statutory cancellation right should notify Straits Aquatics clearly of their decision to cancel.

Notifications may be sent to: **hello@straitsaquatics.com**

The customer should include:

- Their name.
- Order number or proof of purchase.
- Product or products being cancelled.
- Date of purchase or receipt.
- A clear statement that they wish to cancel.

Customers may use the model cancellation form included at the end of this policy but are not required to do so.

Where the cancellation is legally valid, customers must return the relevant goods within the statutory return period, generally 14 calendar days after notifying us of cancellation.

For change-of-mind statutory cancellations:

- Customers must take reasonable care of the goods.
- Products should be securely packaged for return.
- Customers may be responsible for direct return postage where this was disclosed before purchase and is legally permitted.



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- A lawful deduction may apply where the item's value has diminished because of handling beyond what is necessary to inspect its nature, characteristics and functioning.

The absence of original packaging does not automatically eliminate an otherwise valid statutory cancellation right.

Where required by law, refunds will include the eligible basic outbound delivery charge but need not include additional costs arising from the customer's choice of premium delivery.

Straits Aquatics may withhold reimbursement until the returned goods are received or appropriate proof of return is supplied, where permitted by law.

9. Livestock Purchases and Reservations

Live aquatic animals require appropriate holding conditions, preparation and transport arrangements. For this reason, livestock reservations are subject to additional conditions.

The standard maximum livestock reservation period is THREE (3) CALENDAR DAYS from the date and time the reservation is confirmed, unless Straits Aquatics expressly agrees otherwise in writing.

Reservations may be arranged through our website, WhatsApp or direct communication.

A reservation is confirmed only when Straits Aquatics expressly acknowledges that the identified livestock has been reserved, subject to any agreed payment requirements.

During the confirmed reservation period, Straits Aquatics will take reasonable steps to make the reserved animal unavailable to other buyers.

Customers must complete any agreed payment and collection arrangements within the specified reservation period.

Where a customer fails to complete the reservation by the agreed deadline, Straits Aquatics may:

- Contact the customer to request confirmation.
- Offer an extension at its discretion.
- Cancel the reservation after the agreed deadline.
- Make the livestock available for sale to other customers.

The expiry of a reservation does not automatically authorise forfeiture of any money already paid. Deposits and refunds will be handled under the agreed terms and applicable law.

Extensions are valid only when expressly confirmed by Straits Aquatics.



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10. Livestock Availability and Welfare

All livestock sales are subject to the health, condition and availability of the animals.

Straits Aquatics reserves the right to postpone or decline the release of an animal where there are reasonable concerns regarding its welfare, suitability for transport or fitness for sale.

Examples include:

- An animal showing signs of illness or injury.
- An animal requiring further observation or treatment.
- An animal not being fit for transport.
- An animal becoming unavailable before fulfilment.
- An identified legal or animal-welfare restriction affecting the sale.

Where Straits Aquatics cannot supply the agreed animal, customers may be offered a suitable alternative. Acceptance of an alternative animal is entirely voluntary.

Where the customer does not accept a proposed replacement and Straits Aquatics cannot fulfil the original contract, any payment due back to the customer will be refunded in accordance with applicable law.

A customer's refusal of a voluntary alternative will not automatically result in forfeiture of payment.

11. Special Orders and Supplier Pre-Orders

Straits Aquatics may accept special orders for products or livestock not currently held in stock. These may include:

- Specific fish, corals and invertebrates.
- Specialised aquarium equipment.
- Aquarium systems and cabinets.
- Lighting systems and controllers.
- Replacement components and accessories.
- Products sourced from international suppliers.

Special orders may require advance payment or a deposit.

The amount payable will be determined individually according to the product, supplier conditions, order value and procurement arrangements.

Before the order is confirmed, Straits Aquatics will communicate the material terms, including:



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- The product being ordered.
- The total agreed price.
- The required deposit or advance payment.
- The outstanding balance.
- The estimated availability or delivery arrangements.
- Any disclosed supplier restrictions.
- The conditions applicable to cancellation.

Supplier delivery estimates are not guaranteed unless expressly agreed as binding.

Where an order has already been placed with a supplier, discretionary cancellation may be declined or may result in reasonable, evidenced cancellation costs, subject to applicable law.

A product being described as a special order, pre-order or supplier order does not automatically eliminate statutory consumer cancellation rights.

12. Deposits and Advance Payments

Deposits may be required for livestock reservations, specialist equipment, large orders or products procured specifically for a customer.

Deposit amounts are determined on a case-by-case basis.

Where a deposit is accepted, Straits Aquatics will provide written confirmation identifying:

- The customer and the relevant product or order.
- The total purchase price.
- The deposit amount received.
- The outstanding balance.
- The agreed payment deadline.
- Any reservation or collection deadline.
- The agreed cancellation conditions.
- Any relevant anticipated costs if the customer cancels.

Where the customer cancels outside a statutory cancellation entitlement, Straits Aquatics may seek recovery of reasonable, demonstrable direct losses arising from the cancellation, where legally permissible.



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Such losses may include non-recoverable supplier or procurement expenses genuinely attributable to the cancelled order.

Straits Aquatics will take reasonable steps to minimise its losses, including considering whether the goods can be resold or an order can be cancelled with the supplier.

Deposits will not automatically be treated as wholly non-refundable in every circumstance.

Where Straits Aquatics is unable to fulfil the agreed contract, any refund due will be made without undue delay and within legally required timeframes.

13. Customer-Requested Amendments and Cancellations

Requests to amend or cancel an order should be submitted as soon as possible.

Straits Aquatics will consider the status of the order, including whether:

- Payment has been received.
- Supplier procurement has commenced.
- The order has been prepared or packed.
- Livestock has been allocated or prepared for transport.
- The shipment has been dispatched.
- The goods have been delivered or collected.

Where an amendment can reasonably be accommodated, revised prices or delivery costs will be agreed before proceeding.

Straits Aquatics is not obliged to accept a discretionary change or cancellation after a binding contract has been formed.

Where cancellation is subject to a statutory right, that right takes precedence over any contrary discretionary cancellation rule.

No additional cancellation charge will be imposed where prohibited by applicable law.

14. Uncollected Orders and Outstanding Balances

Customers are responsible for collecting orders or accepting deliveries within the arrangements agreed at the time of purchase.

For livestock, the standard reservation limit described in Section 9 applies unless otherwise agreed.

For dry goods, collection deadlines may be agreed individually.



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Where a customer fails to collect an order or settle an outstanding balance, Straits Aquatics may contact the customer and provide a reasonable opportunity to resolve the matter.

Subject to applicable law and the agreed contractual terms, Straits Aquatics may subsequently cancel the order, release reserved stock or recover reasonable direct losses caused by the customer's failure to fulfil their obligations.

Products will not automatically become the property of Straits Aquatics merely because a collection deadline has passed.

Any proposed storage fees, handling charges or cancellation costs must be lawful and appropriately disclosed or agreed.

15. Refund Eligibility and Methods

Refunds will be provided where required by applicable legislation or where expressly agreed by Straits Aquatics.

Circumstances that may entitle a customer to a refund include:

- A valid statutory cancellation.
- A qualifying faulty or non-conforming product.
- An incorrectly supplied product where the law requires reimbursement.
- Failure by Straits Aquatics to fulfil an accepted order.
- Failure to meet an essential agreed delivery deadline where cancellation is legally permitted.
- Another situation creating a legal entitlement to reimbursement.

Where a monetary refund is legally due, reimbursement will ordinarily be made using the **original payment method**, unless the customer expressly agrees to another lawful arrangement.

For payments made in GBP or EUR, refunds will normally be processed in the currency of the original transaction.

Any differences arising from exchange-rate movements or charges imposed by independent payment providers will be handled according to applicable law and the relevant payment arrangements.

Where applicable law or Gibraltar's retail guidance requires reimbursement within 14 days, Straits Aquatics will comply with that timeframe.

Any permitted withholding of payment pending return of goods or evidence of dispatch will be handled in accordance with the applicable statutory rules.

Straits Aquatics will not compel customers to accept store credit instead of a monetary refund where a statutory monetary refund is due.



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16. Store Credit and Goodwill Adjustments

Straits Aquatics may offer store credit in circumstances including:

- An approved voluntary goodwill adjustment.
- A discretionary exchange or cancellation arrangement.
- Compensation under the voluntary terms of our Delivery & DOA Policy.
- Another arrangement expressly accepted by the customer.

Store credit may be applied towards future eligible purchases from Straits Aquatics.

Where a credit is issued, the customer will be informed of:

- The credit amount and currency.
- Any applicable redemption restrictions.
- Any expiry date, where one lawfully applies.
- Any other material conditions.

Store credit cannot ordinarily be exchanged for cash as part of a purely voluntary goodwill arrangement.

However, where a customer has a legal entitlement to a monetary refund, store credit may be substituted only with the customer's voluntary agreement.

The issuance of store credit for one claim does not establish a general entitlement to future discretionary credits.

17. Promotions, Discounts and Clearance Products

Straits Aquatics may periodically offer promotions, discounted products, clearance stock, special offers or promotional codes.

Unless expressly stated otherwise, promotional offers:

- Apply only during the advertised period.
- Are subject to advertised availability and eligibility conditions.
- Cannot be combined with other offers unless permitted.
- Cannot be retrospectively applied to completed purchases.
- May be restricted to selected products or categories.

Customers who purchased goods before a promotion are not automatically entitled to a retrospective price adjustment.

Clearance, discounted and promotional items remain subject to applicable statutory consumer rights.



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Where a product has a known defect, limitation or missing component, this will be clearly disclosed before purchase.

A discount does not, by itself, remove legal protections relating to faulty or misdescribed goods.

18. Pricing Errors and Incorrect Information

Straits Aquatics takes reasonable steps to maintain accurate product listings and prices.

Occasionally, an administrative, technical or typographical error may occur.

Where an obvious error is identified before an order is accepted, Straits Aquatics may correct the information and provide the customer with the opportunity to proceed at the correct price.

Where payment has already been received for an order that is not accepted, the amount paid will be reimbursed.

Where a binding contract has already been formed, the legal effect of an error will be determined according to applicable contract and consumer law.

Straits Aquatics will not unilaterally increase the agreed price of an accepted order without an appropriate contractual or legal basis and, where required, customer consent.

Material errors in product descriptions, specifications or availability will be communicated as soon as reasonably possible.

19. Incorrectly Ordered Products and Product Compatibility

Customers should confirm that equipment and accessories meet their requirements before purchasing.

This is particularly important for products involving:

- Aquarium dimensions and capacity.
- Electrical voltage and power requirements.
- Water flow rates and plumbing sizes.
- Lighting compatibility and mounting systems.
- Replacement parts and manufacturer-specific components.
- Controller compatibility and connectivity.
- Livestock compatibility and husbandry requirements.

Straits Aquatics is not ordinarily required to provide a voluntary refund or exchange where a customer independently selected an unsuitable but accurately described product.



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However, where Straits Aquatics has expressly recommended a product for a disclosed purpose, or where information supplied was inaccurate or misleading, the customer's applicable statutory rights remain unaffected.

20. Delivery, DOA Claims and Equipment Warranties

This policy should be read alongside our other customer policies.

Delivery & DOA Policy: Our separate Delivery & DOA Policy governs delivery procedures, courier arrangements, delivery-related damage and the voluntary Dead on Arrival guarantee for eligible livestock.

Approved voluntary DOA claims are resolved through store credit in accordance with that policy, without overriding mandatory statutory remedies.

Warranty Policy: Our separate Warranty Policy governs manufacturing defects, equipment faults, manufacturer commercial warranties, technical inspections, repairs and related claims.

Straits Aquatics does not provide an additional independent commercial warranty unless expressly stated.

Privacy Policy: Our Privacy Policy explains how customer and transaction information is collected, processed and protected.

Where the provisions of these policies overlap, they will be interpreted consistently with applicable law. Mandatory consumer rights will take precedence over conflicting contractual terms.

21. Chargebacks, Payment Disputes and Fraud Prevention

Customers who believe a payment has been charged incorrectly should contact Straits Aquatics promptly so that the issue can be investigated.

Where a customer raises a payment dispute or chargeback, Straits Aquatics may provide the payment provider with relevant lawful evidence, including:

- Order confirmations.
- Invoices and payment receipts.
- Delivery or collection confirmations.
- Correspondence relating to the purchase.
- Evidence of refunds or agreed resolutions.

Personal information will be handled in accordance with our Privacy Policy and applicable data protection law.

Straits Aquatics reserves the right to investigate suspected fraudulent transactions, false claims or misuse of payment arrangements.



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Nothing in this section restricts a customer's lawful entitlement to dispute a payment through their bank, card issuer, payment provider or other authorised body.

22. Gibraltar Consumer Rights

Straits Aquatics operates from Gibraltar and recognises applicable Gibraltar consumer protection legislation.

Goods supplied to consumers must satisfy applicable legal requirements concerning their description, satisfactory quality and fitness for purpose.

Consumers may have statutory remedies where products do not conform to the contract.

Gibraltar consumer law and the Office of Fair Trading's published guidance also address:

- Rights concerning faulty goods.
- Cancellation of qualifying distance contracts.
- Delivery obligations.
- Deposits and cancellation charges.
- Refunds and credit notes.
- Fair treatment and complaint handling.

Nothing in this policy restricts or removes rights that cannot lawfully be excluded under Gibraltar law.

23. European Union Consumer Rights

Where Straits Aquatics supplies consumers in European Union countries and relevant EU or Member State consumer protection rules apply, those mandatory protections will be respected.

Depending on the transaction and applicable national law, these may include:

- A statutory right to withdraw from qualifying distance contracts.
- Legal remedies for non-conforming goods.
- Requirements regarding clear pricing and pre-contract information.
- Restrictions on unfair contract terms.
- Rules concerning refunds and return costs.

Certain exemptions may apply to particular types of products.

Consumer rights may also vary between jurisdictions where additional national protections exist.

Straits Aquatics will not seek to exclude mandatory rights solely because the business is established in Gibraltar.



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24. Business and Commercial Purchases

Purchases made wholly or mainly for business, trade or professional purposes may be subject to separately agreed commercial terms.

Such terms may address deposits, cancellations, payment schedules, delivery arrangements and available commercial warranties.

The legal status of a purchaser will be determined by the purpose and circumstances of the transaction, rather than solely by the name on an invoice.

Commercial terms will not override statutory protections that are legally applicable to the particular transaction.

25. Complaints and Dispute Resolution

Customers wishing to raise a complaint concerning a purchase, payment, refund or cancellation should contact: hello@straitsaquatics.com

Please provide the relevant order reference, transaction details and a description of the issue.

Straits Aquatics will review the matter fairly and may request further information where reasonably necessary.

We aim to acknowledge formal written complaints within 14 calendar days and resolve them as promptly as reasonably possible.

Where a consumer dispute remains unresolved, customers may seek guidance from the Gibraltar Office of Fair Trading or another competent authority.

Nothing in this complaints procedure prevents customers from exercising legal rights or accessing legally available dispute resolution mechanisms.

26. Policy Updates

Straits Aquatics reserves the right to review and amend this Purchases, Cancellations & Refunds Policy periodically.

Updated terms will be published on our official website.

Any material changes will apply prospectively and will not retrospectively remove contractual or statutory rights already acquired by customers.

The terms applicable to an order will ordinarily be those communicated and agreed at the time the relevant contract was formed.



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27. Legal Information

STRAITS AQUATICS

Registered business operating in Gibraltar.

Official Business Name Registration Number: 14690

Business Licence Number: BL257445

Licensing Authority: Office of Fair Trading, Government of Gibraltar

Website: www.straitsaquatics.com

Email: hello@straitsaquatics.com

For further information concerning purchases, payments, reservations, cancellations or refunds, please contact Straits Aquatics through our official communication channels.

Nothing within this policy excludes, limits or overrides any statutory consumer rights, remedies or liabilities that cannot lawfully be excluded.



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ANNEX A - MODEL CANCELLATION FORM

For customers exercising an applicable statutory right to cancel a distance or off-premises contract.

To: Straits Aquatics

Email: hello@straitsaquatics.com

I hereby give notice that I wish to cancel my contract for the purchase of the following goods:

Products: _____

Order Number: _____

Ordered On: _____

Received On: _____

Customer Name: _____

Customer Address: _____

Email / Contact: _____

Date: _____

Customers may submit this information by email or use any other clear statement communicating their decision to cancel. Use of this form is not mandatory.

End of Policy - Straits Aquatics, Gibraltar