

1 THESE TERMS:

- 1.1 These are the terms and conditions on which we supply products and services to you.
- 1.2 Please read these terms carefully before you place an order from us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Kyla C Fishing Ltd a company registered in England and Wales. Our company registration number is 11671932 and our registered office is at Grosvenor House, 1 New Road, Brixham, United Kingdom, TQ5 8LZ.
- 2.2 You can contact us **by telephoning our customer service team at** by writing to us at Grosvenor House, 1 New Road, Brixham, United Kingdom, TQ5 8LZ, or at our email customer.services@Adelabm79.co.uk.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 General questions can be raised on our facebook channel. We do not promise to answer any specific question.

3 OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the product at which point a contract will come into existence between you and us. This will be subject to the current terms and conditions in place at that time (see Clause 6.1)
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 Our website and is solely for promotion of our products in the UK. We will only deliver physical goods from the Adela in Brixham harbour. If you wish to receive the goods elsewhere then you will have to arrange for collection from Brixham Harbour.

4 OUR PRODUCTS

- 4.1 We have two products: fish and the Brixham Fish Club. The Fish will be caught by the fishing boat “Adela”, however if demand outstrips supply then we will procure additional fish from Brixham.
- 4.2 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

5 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your order please contact us. We will let you know if the change is possible.

6 OUR RIGHTS TO MAKE CHANGES

- 6.1 We expect that in future we will need to make changes to their terms and conditions. The current terms and conditions will be on the website.

7 PROVIDING THE PRODUCTS

- 7.1 The fish will be available from the Adela in Brixham Harbour. If you do not wish to take delivery of the goods from the Adela then please arrange for someone to collect the fish on your behalf.
- 7.2 We do not guarantee that we will be able to supply all orders, if fishing is poor we will prioritise deliveries to members of the Brixham Fish Club. To meet demand we will arrange to procure fish from reputable suppliers. We will supply orders in the following priority
- 7.2.a Members of the Brixham Fish Club who have placed orders and paid in advance.
 - 7.2.b Other orders placed and paid for in advance.
 - 7.2.c Others turning up at the boat.
- 7.3 If orders are placed we will provide on Facebook details of when fish will be available. If no one collects the fish by close of business, they will be disposed of, refunds will not be available.
- 7.4 If the Boat breaks down enroute back to Brixham, we will notify you of this and how fish can be collected.

8 YOUR RIGHTS TO END THE CONTRACT

- 8.1 If you place an order and the Adela does not go to sea (bad weather, breakdowns) we will notify you and return the money.

9 IF THERE IS A PROBLEM WITH THE PRODUCT

- 9.1 If you have any questions or complaints about the product, please contact us. You can write to us at Kyla C Fishing Ltd, Grosvenor House, 1 New Road, Brixham, United Kingdom, TQ5 8LZ, or at our email customer.services@Adelabm79.co.uk Alternatively, please speak to one of our staff at our premises or on social media.
- 9.2 If you wish to raise a problem with the quality of the fish then please do so when you collect the fish.

10 PRICE AND PAYMENT

- 10.1 The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct.
- 10.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT takes effect.
- 10.3 We accept payment by credit card.
- 10.4 If you think an invoice is wrong please contact us promptly to let us know.

11 BRIXHAM FISH CLUB

- 11.1 Members of the Brixham Fish Club will pay an additional monthly fee. This will entitle them to receive the following benefits:
- 11.1.a Fish caught by the Adela will be preferentially supplied to members of the Brixham Fish Club. Orders for Fish will be discounted by 10% to members of the Brixham Fish Club. You will need to provide your membership number when placing and collecting your order.
 - 11.1.b Brixham Fish Club members will have the opportunity to raise questions directly through the members only area of the website and the members only Facebook Group. We do not guarantee to answer all questions posed but we will attempt to answer as many as possible. Answers to common questions can also be found on our Frequently asked questions page
 - 11.1.c When we change the terms and conditions we will notify you when the terms and conditions will change. If you no longer wish to be a member you may contact us to end the contract
 - 11.1.d Recipes, educational video content, and "behind the scenes" will be provided to Brixham Fish Club members through the members only area of the website and the members only Facebook Group.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and for defective products under the Consumer Protection Act 1987.
- 12.3 If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.4 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will only use your personal information as set out in our privacy policy on our website.
- 13.2 We will only give your personal information to third parties where the law either requires to do so, or in the case of subcontractors to the business who require the information to reasonably complete their role in support of the business function.

14 OTHER IMPORTANT TERMS

- 14.1 We may transfer our rights and obligations under these terms to another organisation.
- 14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.