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## TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us through this website, [www.justcaught.co.uk](http://www.justcaught.co.uk) ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms and Conditions when ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order Goods through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Contract"</b>	means a contract for the purchase and sale of Goods, as explained in Clause 7;
<b>"Dispatch Confirmation"</b>	means our acceptance and confirmation of your Order;
<b>"Goods"</b>	means the goods sold by Us through Our Site;
<b>"Order"</b>	means your order for Goods;
<b>"We/Us/Our"</b>	means Browns Seafoods Ltd [, a company registered in England under 01761349, whose registered address is Unit B6, Eldon Way, London, NW10 7QY.
<b>"Buyer"</b>	Means the individual or organisation who buys or agrees to buy Goods from Us

### 2. Information About Us

1.1 Our Site, [www.justcaught.co.uk](http://www.justcaught.co.uk), is owned and operated by Browns Seafoods Ltd, a limited company registered in England under 01761349, whose registered address is Unit B6, Eldon Way, London, NW10 7QY.

### 3. Access to and Use of Our Site

- 1.1 Access to Our Site is free of charge.
- 1.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 1.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 1.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that

you have read them carefully and that you understand them.

#### 4. **Age Restrictions**

- 1.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.

#### 5. **Business Customers**

These Terms and Conditions do not apply to customers purchasing Goods in the course of business. If you are a business customer, please consult our Business Terms of Sale.

#### 6. **Goods, Pricing and Availability**

- 1.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
  - 1.a.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
  - 1.a.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary; and
  - 1.a.3 Due to the nature of the Goods sold through Our Site, there may be up to a 5% variance in the weight, of those Goods between the actual Goods and the description.
- 1.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 1.3 Where appropriate, you may be required to select the required size, of the Goods that you are purchasing.
- 1.4 We neither represent nor warrant that Goods will be available. Stock indications are not provided on Our Site.
- 1.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 6.8 regarding VAT, however).
- 1.6 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, please note the following:

- 6.a.1 We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 7 days, We will treat your Order as cancelled and notify you of the same in writing.
- 1.7 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 1.8 All prices on Our Site include VAT ( where applicable ). If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 1.9 Delivery charges are not included in the price of Goods on Our Site. For more information on delivery charges, please refer to our website. Delivery options and related charges will be presented to you as part of the order process.

## 7. **Orders – How Contracts Are Formed**

- 1.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 1.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Dispatch Confirmation by email. Only once We have sent you a Dispatch Confirmation will there be a legally binding Contract between Us and you.
- 1.3 Dispatch Confirmations shall contain the following information:
  - 3.a.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
  - 3.a.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
  - 3.a.3 Estimated delivery date and time
- 1.4 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days.
- 1.5 Promotional or Discount Codes are to be used only once where applicable and may not be combined with any other offers. Should an offer code be used more than once, or is deemed by Us to abuse the fair usage policy the We can withdraw, withhold or cancel the promotional code at any time.

## 8. **Payment**

- 1.1 Payment for Goods and related delivery charges must always be made in

advance and you will be prompted to pay during the order process. Your chosen payment method will not be charged until We dispatch your Goods.

1.2 We accept the following methods of payment on Our Site:

2.a.1 Credit/debit cards;

2.a.2 PayPal;

## 9. **Delivery, Risk and Ownership**

1.1 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree to a new delivery date or receive a full refund.

1.2 We shall use our reasonable endeavours to meet any date agreed for delivery. In any event, time of delivery shall not be of the essence and We shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery time.

1.3 Delivery of the goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

1.4 Risk in the goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.

1.5 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

1.6 If the Buyer refuses a delivery for whatever reason, the parcel is automatically returned to Us and a return delivery charge is applied to the Buyer.

1.7 The risk in the Goods shall remain with Us until they come into your physical possession.

1.8 Our couriers APC Overnight have permission to leave a package in a place they deem safe if the package cannot be signed for. This is however down to the individual driver discretion and cannot be guaranteed.

1.9 The free delivery option is not available with some offers and promotions. Where delivery is included in the offer price it will be specified clearly on the order page.

## 10. **Cancellation and return**

- 10.1 The Buyer may cancel any order for Goods for any reason up to the point of despatch and any payments made by the Buyer shall be refunded in full within 28 days. The Buyer may cancel any Contract for Services at any time before seven working days has passed from the day after the Contract was made and any payments made by the Buyer shall be refunded in full within 28 days. If, however, We start to perform our side of the Contract with the agreement of the Buyer before the Buyer exercises this right to cancel, the right to cancel is lost.
- 10.2 Where a claim of defect or damage is made, the Goods may have to be returned by the Buyer to the Us within the Best Before date or Use By date on the product. The Buyer shall be entitled to a replacement or a full refund ( including delivery costs ) plus any return postal charges if the Goods are in fact defective and/or need to be returned.
- 10.3 Goods to be returned must clearly show the order number obtained from Us on the package.

## **11. Our Liability to Consumers**

- 1.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by Us the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the We shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 1.2 We only supply Goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 1.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 1.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **12. Events Outside of Our Control (Force Majeure)**

- 1.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or

other natural disaster, or any other event that is beyond Our reasonable control.

- 1.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 2.a.1 We will inform you as soon as is reasonably possible;
  - 2.a.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
  - 2.a.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
  - 2.a.4 If the event outside of Our control continues for more than 14 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 28 days of the date on which the Contract is cancelled;
  - 2.a.5 If an event outside of Our control occurs and continues for more than 14 days and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 28 days of the date on which the Contract is cancelled.

### **13. Complaints and Feedback**

- 1.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 1.2 If you wish to complain about any aspect of your dealings with Us, please contact Us by:
  - 2.a.1 By email, addressed to us at [info@justcaught.co.uk](mailto:info@justcaught.co.uk);

### **14. How We Use Your Personal Information (Data Protection)**

- 1.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 1.2 We may use your personal information to:
  - 2.a.1 Provide Our Goods and services to you;

- 2.a.2 Process your Order (including payment) for the Goods; and
  - 2.a.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.
- 1.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
  - 1.4 We will not pass on your personal information to any third parties.

## 15. **Severance**

15.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## 16. **Discount Voucher Codes**

We operate a range of Discount Voucher Codes, the majority of which have their own terms and conditions associated to them. These terms will be explained at the time the code is issued, and if the code is issued physically, i.e. posted/delivered, then the terms will be explained in writing. If your code does not work please contact us immediately and we will explain the terms associated to your code.

## 17. **Law and Jurisdiction**

- 1.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 1.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 1.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.