

Valkyrie Fish Ltd t/a Mersea Fresh Catch Terms and Conditions

This page tells you the terms of use (the "Terms") on which you may order the products (each an "Order") available on our Websites and in-house ("Products").

1. Information about us 1.1 Valkyrie Fish Ltd t/a Mersea Fresh Catch is a company registered in United Kingdom under company number 07022823, with its registered office at 72 Fairhaven Avenue, Colchester, Essex, CO5 8BT and with VAT number 979475935 (the "Company").

1.2 The Company operates the following websites in the UK:

- www.merseaifreshcatch.co.uk (the "Valkyrie Fish Ltd t/a Mersea Fresh Catch Website"); and
- <https://kuuleats.com/r/93/mersea-fresh-catch-colchester/o> (the "Order Website"), each a "Website" and together the "Websites".

2. Ordering Products 2.1 You may order Products whilst in our restaurant from our menu, online directly from us via the Order Website if you wish to collect your Products in-restaurant ("Collection Orders") or for home delivery by us ("Delivery Orders") depending on which you choose.

2.2 You may also order Products by phone for collection in-restaurant. You will be required to pay for such order when you collect your Products from the relevant restaurant.

2.3 You must be at least 18 years old to place an order online.

2.4 In order to submit a Collection Order via the Order Website or a Delivery Order via the Order Website you must first register an account (the "Account") and then follow the procedure set out on the Order Website to submit your Order. You should check all the information that you enter and correct any errors before submitting your Order, as once your Order is submitted, we will begin processing it immediately and you may not be able to correct any errors.

2.5 Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (the "Confirmation Email"). These Terms and the Order will become legally binding on you and us when we send you the Confirmation Email and each Order shall incorporate these Online Terms and shall be a new and separate contract between you and us. The contract shall be in the English language. We will not file a copy of the contract.

3. Ordering online for Collection 3.1 Your collection time will be set out during the Order process. 3.2 If you do not collect your Order within thirty (30) minutes of your collection time, your Products will be disposed of and you will not receive a refund.
4. Ordering online for Delivery

4.1 Please note that all delivery times are estimates and the actual delivery time may vary from this estimate. You should also be aware that if you change your delivery address following submission of an Order this may lead to a significant delay in your delivery time. 4.2 If, during delivery of an Order, you or your authorised representative as specified in your Order (as appropriate) fail to take delivery

of the Products within five (5) minutes of our delivery driver's arrival (other than due to our material breach of these Terms): 4.2.1 the delivery shall be aborted; and 4.2.2 you will not receive a refund for your Order.

4.3 You shall be responsible for:

4.3.1 ensuring that we and/or our contractors have such access and parking facilities as may be reasonably required to carry out the Order; 4.3.2 ensuring that either you or your authorised representative (as specified in the Order) are present to

take delivery of the Products at the delivery place specified in your Order; and 4.3.3 providing us with your up-to-date contact details in your Account and/or Order. 4.4 If your payment is not authorised, your Delivery Order will not be sent through to the restaurant or fulfilled.

5. Payment 5.1 The prices for the Products and (if applicable) for delivery are set out on our Websites and are inclusive of VAT. Please note that, for delivery, if your Delivery Order is below a minimum value then an additional charge, as set out on the Order Website during the ordering process, may also apply. 5.2 It is always possible that, despite our best efforts, some of the Products may be incorrectly priced. We will normally check prices before accepting your Order so that, where a Product's correct price at the time of your Order is less than our stated price at that time, we will charge the lower amount. If the Product's correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid. 5.3 If your payment for online orders is not authorised, your Order will not be sent through to the restaurant or fulfilled. 5.4 Discounts or promotions are currently not available when ordering on the Order Website.

6. Cancellation and refunds

6.1 Please note that you do not have a right to cancel any contract for Products under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013. 6.2 However, you may request that your Order is cancelled or changed after it has been submitted, but this will only be possible for:

Eat in orders - before the kitchen has received the Order. This can be done by speaking directly to a member of staff.

Online orders - before the restaurant has received the Order. This can be done by contacting our restaurant directly on the main phone number. No refund will be permissible if the attempt to cancel is made after the restaurant has received the Order. 6.3 If you cancel or change your Order, your original payment will still be processed. Where you are eligible for a refund, you can obtain this by contacting our restaurant directly on the main phone number listed on our website. We will process refunds within ten (10) working days.

7. Other refunds

7.1 You have legal rights in relation to Products that are not as described, faulty or otherwise not fit for purpose. If you believe that any Products that you have ordered do not conform with these Terms, please contact our restaurant directly to discuss a replacement or refund. 7.2 If, due to unforeseen circumstances, we are unable to fulfil your Order or any of the Products in a particular Order, we will refund the value of the Product(s) that we were unable to fulfil and, if the full Order is cancelled, any delivery charges. You may obtain a refund by contacting us directly.

8. Products 8.1 We endeavour to provide information on any allergens that the Products may contain on the our Website, but please note that: 8.1.1 because all Products are cooked to order in the same kitchen we cannot guarantee and make no

warranty that the Products will not contain any allergens; 8.1.2 the kitchen is a busy working environment and there is a risk of cross-contact between ingredients; 8.1.3 for all Orders, customers with special dietary requirements should contact the relevant restaurant before they place their order to allow staff to take all reasonable precautions to avoid cross contact; and 8.2 Our Products are freshly prepared and although we try our best to be consistent at times the size of the portions can vary.

9. Our liability 9.1 Nothing in these Terms excludes or limits our liability for: 9.1.1 death or personal injury caused by our negligence; 9.1.2 fraud or fraudulent misrepresentation; and 9.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability. 9.2 Subject to clauses 9.1 and 9.3 our maximum liability to you, in respect of any particular Order, will be limited to the value of that Order (which includes any delivery charges) as set out in the relevant Confirmation Email. 9.3 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time of the conclusion of the contract for Products. 9.4 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. 9.5 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

10. Suspension and termination 10.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation): 10.1.1 issue a warning to you; 10.1.2 temporarily or permanently withdraw your right to use the Websites; 10.1.3 suspend or terminate your Account; 10.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach

(including, but not limited to, reasonable administrative and legal costs); 10.1.5 take further legal action against you; and/or

10.1.6 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

11. Changes to these Terms

11.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms) but the Terms applicable at the time of your

Order will apply to that Order. Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you order the Products.

12. Other important information

12.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect. 12.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. 12.3 If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

13. Governing law and jurisdiction 13.1 These Terms are governed by the laws of England and Wales. This means that your purchasing of Products and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law. 13.2 You can bring proceedings in respect of these Terms in the English courts. However, as a consumer, if you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts; if you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts; and if you live in the Republic of Ireland you can bring legal proceedings in respect of these Terms in either the Irish or the English courts. 13.3 As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law.