

These are the standard terms and conditions of sale of The Upper Scale Ltd, East Quay, Trafalgar Way, Billingsgate Market, London, E14 5ST. By placing an order and purchasing goods from The Upper Scale website you are agreeing to these terms and conditions. To protect your own interests, please read them carefully. We advise that you print and retain these terms for your records.

Under English law, we may not enter into a contract with any person under 18 years of age. By placing an order, you declare that you are at least 18 years old and you have read and understand the terms and conditions.

Your Statutory Rights

The contents of our terms and conditions detailed below do not affect your statutory rights in any way.

Our website

We reserve the right to change any of the contents of any part of this site, at any time and without notice. We will not be held responsible for any misuse of links from the website by other parties or any content of websites to which we have linked on theupperscale.co.uk

Pricing Policy

The price of goods shall be in accordance with those set out on the relevant webpage on theupperscale.co.uk. We make every effort to ensure that the prices within our website are correct. Due to the nature of our business, our prices will vary according to weather, seasonality and supply. You are advised to check the prices of our fish on this website before placing an order. We have a £20 minimum spend policy and all delivery costs are free of charge, (with the exception on any re-deliveries that are deemed to be the responsibility of yourself; see further details below). The total price of any order you place through theupperscale.co.uk is inclusive of value added tax (VAT).

Orders

Your order shall only include quantity, quality and description of goods as set out in your order, and which has been accepted by us. We reserve the right to reject any order, although they are normally accepted if the selected products are available and your payment method is authorised for the transaction. No order submitted by you shall be deemed to be accepted by us until payment has been made. The Upper Scale Ltd or yourselves are entitled to withdraw from any contract in the case of obvious errors and/ or inaccuracies regarding how the goods appear on theupperscale.co.uk. The description, quality and quantity of the relevant purchased goods will be those set out on the relevant pages of theupperscale.co.uk. Only one special offer code can be used at a time unless stated otherwise on the release of that offer. All offers can be withdrawn at any time and without notice. All offers are subject to availability. When ordering it is imperative that the correct address and contact details are given. We need a telephone number that you can be contacted on the day of the delivery as well as a valid email address. We accept no responsibility for orders not being delivered due to incorrect contact information on file.

Payment

We process all the usual credit or debit cards online. When you place an order using a debit or credit card, you confirm that all the information contained within the order is true and that you authorise us to deduct the confirmed amount from your chosen payment card. Our payment is overseen by the Stripe card processing platform. We do not keep your card information and the transaction is protected by Stripe. Where goods have been returned by you and a fair settlement has been agreed, we will credit the same payment card with an appropriate amount.

We will not pass on your personal information to any third party without your permission, and unless solely due to our negligence, will not be held responsible for any problems you may incur or losses you may suffer.

Delivery Area

Please refer our map for delivery zones.

Delivery

Delivery of your order shall be made to the delivery address provided. You are responsible for giving us the full name of the recipient and correct address for all deliveries, including but not limited to the postcode. If there is no answer at the specified delivery address and no alternative delivery instructions, the driver will call you. It is important that we have a phone number that you can be reached at. If the driver is unsuccessful, he will contact our office and another representative will also attempt to call you, text you and email you. If we are still unable to

contact you and there are no delivery instructions and no safe place to leave the order the delivery will be returned to the depot and it will become your responsibility to contact us and arrange a redelivery. A redelivery charge may be applied. Should you ask for your order to be left in a specific place it will be left at your own risk; we accept no liability for its loss or damage.

Our minimum order cost is £20, with free delivery. Orders are packed in a box, wrapped in paper and bio-degradable bags ready to go straight in the fridge. The fish is chilled and iced before being dispatched with ice packs inside the box. The fish is then transported in our own temperature-controlled vehicles. Normally your order will reach you before 3pm on the day of dispatch but can be delayed.

If, for reasons within our control, we fail to deliver part or whole of your order, we will reimburse no more than the price of the goods or offer to deliver it on the next delivery day. We reserve the right to deliver the correct items on the next delivery day.

Our Guarantee

We aim to supply fish and products of the highest standard; if you are not happy with the quality of our fish and products, we will refund your money by the same method as payment was received. We reserve the right to collect any product that is deemed unsatisfactory prior to issuing a refund.

Whilst we make every effort to remove all bones from filleted fish, please check thoroughly that there are no bones or foreign bodies left within any fillets as no liability will be accepted by the company for any injury or loss as a result of these items. Not all fish that are filleted will be pin boned as this can be detrimental to the look of the product and will mean a greater loss of edible meat, please contact us if you have any questions about what species this will affect. All effort is made to ensure there is no shell or cartilage in the crab meat but we do advise to check before use as well

Cancellation of orders

We are unable to edit or change any part of your order once you have placed the order. If, after this, you wish to make changes, you can email us and ask for us to cancel your order so as to make an amended one. This request must be made to homedelivery@theupperscale.co.uk before 10pm the day before your delivery is due. We will endeavour to cancel any orders that have been requested after this deadline however if this is not possible, we reserve the right to deliver your fish according to the original order. No refunds will be made if this has been the case. Any fish that has been sourced specially for you (by prior agreement) will be charged for in full. If we are subsequently able to sell all or part of those items sourced specially, we will undertake to credit you in full for the value of those items.

Personal Details

We will not pass on any details about you to any person not directly employed by us, unless required to do so by law. To find out more about our policy regarding personal details, read our privacy policy.

Customer Support

You may email us at homedelivery@theupperscale.co.uk any time of the day or night; We will endeavour to respond to you the same day or, if received late in the day, the next day.

Complaints

We sincerely hope that you never have cause to complain about our service or products. If you are not entirely satisfied with our products, please email us on homedelivery@theupperscale.co.uk as soon as possible and we will do our best to resolve any issues that you may have. We operate a "no quibble" refund policy where our goods or services are found to be at fault. Any complaints must be made within 7 days of delivery or in a time frame we feel is appropriate. We reserve the right to collect any fish that you have put forth as inferior and to inspect it ourselves before any refunds, credits or replacements are made.

Claims

Except in respect of death or personal injury caused by our negligence, we are not liable for any loss or damage caused by us in circumstances where: we have not breached our legal duty of care owed to you, it is not reasonably foreseeable that any loss or damage incurred is a result of this breach, or you have breached any part of your contract that has increased loss or damage