

# Furnace Mill Fishery Limited



**Furnace Mill Fishery Limited**  
FURNACE MILL FISHERY  
WYRE FOREST  
NR KIDDERMINSTER  
DY14 8NR

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## PRICE LIST

### PRICES PER 100 FISH

<b><u>COMMON &amp; MIRROR CARP</u></b> 4" to 6" £190.00 6" to 8" £295.00 8" to 10" £500.00 10" to 5lbs £ 6.95 per lb 6 to 9lbs £ 9.00 per lb 10 to 12lbs £ 14.50 per lb 13 to 14lbs £ 16.50 per lb 15 to 16lbs £ 20.50 per lb 17 to 19lbs £ 28.00 per lb Over 20lb £ 35.00 per lb	<b><u>TENCH</u></b> 3" to 4" £160.00 4" to 6" £260.00 6" to 8" £450.00 8" to 10" £750.00 Over 10" £ 14.95 per lb
<b><u>CRUCIAN CARP</u></b> 4" to 6" £195.00 6" to 8" £395.00 8" to 10" £695.00 Over 10" £ 9.50 per lb	<b><u>GHOST CARP</u></b> 3" to 4" £210.00 4" to 6" £310.00 6" to 8" £490.00 Over 10" POA
<b><u>BREAM</u></b> 4" to 6" £100.00 6" to 8" £200.00 8" to 10" £400.00 Over 10" £ 9.50 per lb	<b><u>ROACH</u></b> 4" to 6" £ 60.00 6" to 8" £140.00 8" to 10" £330.00 Over 10" £ 8.50 per lb
<b><u>RUDD</u></b> 3" to 4" £ 30.00 4" to 6" £ 65.00 6" to 8" £180.00 8" to 10" £360.00 Over 10" £ 8.50 per lb	<b><u>PERCH</u></b> 3" to 4" £ 30.00 4" to 6" £ 50.00 6" to 8" £160.00 8" to 10" £360.00 Over 10" £ 9.50 per lb
<b><u>CHUB</u></b> 5" to 6" £400.00 6" to 8" £600.00 8" to 10" £850.00	<b><u>F1 CARP</u></b> 4" to 6" £165.00 6" to 8" £350.00 8" to 10" £500.00
<b><u>IDE</u></b> 4" to 6" £380.00 7" to 8" £650.00	<b><u>BARBEL</u></b> 4" to 6" £350.00 5" to 6" £400.00 6" to 8" £460.00 8" to 10" £680.00

### DELIVERY CHARGE

Orders under £500 at 80p per mile  
Orders £500 to £1000 at 70p per mile  
Orders £1000 or over at 60p per mile

All fish are delivered on the basis that the purchaser is in possession of their site permit, a copy of which must be emailed prior to delivery.  
Netting/Electro-fishing undertaken at a charge of £995.00 per day.

**VAT to be added to all prices listed above. DELIVERY calculated on prices excluding VAT.**

VAT No: 218 3872 93

Company Registration No: 09632496

October 2025

## CONDITIONS OF SALE

**1. Definitions** In these Conditions "Company" means FURNACE MILL FISHERY LIMITED. "Buyer" means any company, firm, individual, club, association, council, local authority, water authority or agent thereof who accepts the Company's quotation for the Goods. "Goods" means all types of live and dead fish, ancillary equipment and materials and/or services to be supplied by the Company. "Conditions" means the terms and conditions set out in this document. "Contract" means the Contract for the sale of goods.

**2. Applicability of Conditions** These conditions shall apply to all Contracts for the supply of Goods by the Company and exclude any conditions and warranties referred to by the Buyer even if contained in any of the Buyer's documents which purport to provide that the Buyer's own terms shall prevail. In the event of conflict between these conditions of purchase of the buyer these Conditions shall prevail.

**3. Quotations** No contract arises between the Company and the Buyer until the Company accepts the Buyer's order; such acceptance is subject to the availability of the proposed delivery date of fish of the required breed and size.

**4. Representation** The terms of the Contract consist only of those contained in these conditions and the Buyer shall not be entitled to rely on any other representation, statements or warranties whatsoever unless specifically confirmed by the Company in writing to the Buyer.

**5. Prices a)** The price quoted by the Company in a quotation or on a price list is a fixed price and is not subject to a variation. However, if delivery of the order or part thereof is delayed at the Buyer's request, the price or such proportion thereof as relates to the part delayed as aforesaid may be subject to variation. **b)** Prices do not include VAT which will be chargeable at the rate in force at the date of dispatch and/or performance of services where appropriate.

**6. Delivery a)** Delivery will be affected by the Company at the Buyer's premises or at such other place as is mutually agreed. The Goods shall be at the Buyer's risk on either entry on to the Buyer's premises, on being placed into custody on the Buyer's behalf or on introduction into any water or storage tank controlled by the Buyer and should be insured accordingly. **b)** In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery affected by the Company, then the risk of loss or damage of any kind in the Goods shall pass to the Buyer on collection by or on behalf of the Buyer. **c)** Notwithstanding the method of delivery the buyer shall carefully examine the Goods prior to their introduction into any water or storage tank controlled by the Buyer and ensure that all the numbers, size and type of Goods are as per the order placed by the Buyer based on the Company's quotation and any dispute as to the number, size or health of the Goods must be raised prior to the introduction of the Goods into any water or storage tank controlled by the Buyer.

**(1). Site permits:** Purchasers of fish are reminded that the placing of any new fish into any inland water requires a site permit from the Environment Agency. All of our deliveries are made on the basis that the purchaser has already obtained a Site Permit. Please note you will need to use your CEFAS registration number to obtain your Site Permit.

**2). Health Checks:** Any pool, lake or area of water connected in any way to an existing water course is deemed to be 'on-line water' by the Environment Agency. All fish delivered to 'on-line water' require a prior health check. Where a purchaser wishes a delivery to be made by us he must first state whether or not the receiving water is on-line water. Second, if the receiving water is on-line water the purchaser must at the same time request us to carry out a health check (for which a charge shall be made). When the customer does not request a health check we shall assume (unless the contrary is stated in writing) that the receiving water is not on-line.

**(3). Indemnity:** If as a result of any incorrect information being given to us by the purchaser we are prosecuted by the Environment Agency the purchaser hereby agrees to indemnify us in respect of all costs and penalties thereby arising.

**7. Cancellation of Orders** Orders accepted by the Company in accordance with clause 3 cannot be cancelled.

**8. Time for and Form of Delivery** The Company will use reasonable commercial endeavours to deliver the Goods and to perform services in accordance with any time stated in the Contract. The time of delivery or performance shall not be of the essence of the Contract and the Company shall not be liable for any loss or damage suffered by the Buyer as a result of any delay whether due to negligence by the Company its servants, agents or otherwise howsoever.

**9. Performance Prevented or Hindered** The Company shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by reason or act of God, delay in transportation, disease, infection, fire, flood, war, accident, Government action, inability to obtain adequate labour, materials, energy or any other cause beyond the Company's control or that of its servants or agents.

**10. Payment (1)** Unless expressly agreed in writing in advance payment shall be made in full on a cash on delivery (C.O.D.) basis. **(2)** Where credit has been expressly agreed in writing payment shall be made in full by the agreed date and interest will accrue on any sum from the agreed date at the rate of 11/2% above Lloyds Bank Base Rate for the time being in force per month calculated on a daily basis but without prejudice to the Company's rights to receive payments on the agreed due date. **(3)** Time for payment shall be of the essence and in the event of delay or default in any payment for more than 7 days, the Company shall be entitled to treat the Contract as repudiated and be indemnified by the Buyer for any loss thereby incurred.

**11. Limitation** The Company shall in no circumstances be liable

**(1)** for any consequential or special loss or damage or claim by the Buyer including without limitation delay, detention, loss of production, loss of profit, loss of time, charges or liability to third parties;

**(2)** for any loss or damage in excess on the Contract price (or in the case of disease in part only, then the cost of replacement of that part);

**(3)** for any loss or damage caused by the introduction of any fish disease or parasite not present in the indigenous population prior to the introduction of the Goods into any water or storage tank controlled by the Buyer, and these limitations will apply even in the case of a breach of fundamental terms or repudiation by the Company even in further performance of the Contract is frustrated.

## 12. Warranty and Liability

**(1)** Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Term Act 1977 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**(2)** Where Goods are sold under a Consumer Contract as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 statutory rights of the Buyer are not affected by these conditions.

**(3)** No responsibility for any financial loss or damage will be accepted where the relevant water authority or Ministry or Government has prevented the movement of fish.

## 13. Quality, Condition and Description of Goods

**(1)** The Company will endeavour to take every care to supply Goods which are healthy and in good condition on delivery.

**(2)** Recommendations and advice given by the Company or its representatives as to the mode of managing, feeding or caring for the Goods are given without liability.

**(3)** Save as aforesaid all other conditions, guarantees or warranties either express or implied are hereby excluded.

**14. Indemnity** The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person company or property and against all actions, claims demands or expenses in connection therewith for which the Company may become liable in respect of the Goods.

**15. Notices** Unless otherwise agreed between the Company and the Buyer in writing any written communication or notice under the Contract shall be made or given by sending the same by ordinary shall be deemed to be made or given two days after the last date when posted.

**16. Law and Interpretations** The Contract shall be governed by English Law.

**17. Arbitration** If at any time any question, dispute or difference whatsoever shall arise between the Buyer and the Company in connection with or arising out of the Contract either party may give to the other notice in writing of its existence with short particulars of the point in issue of its intention (if necessary) to submit the dispute to arbitration. Such question, dispute or difference shall then be referred to the decision of an arbitrator in England to be agreed on by the Buyer and the Company or failing agreement within 14 days of either party having given to the other name of a suggested arbitrator, to be appointed on the request of either party by the President for the time being of the Law Society.

**18. Severance** In the event that any one or more of the provisions or part of one of the provisions of the Conditions of Sale shall be unenforceable then notwithstanding this these Conditions shall remain in full force and effect and such term or provision shall be deemed severed.

1<sup>st</sup> October 2025