



ORDER FORM AND PRICE LIST
2009/10

HIGHLAND FAYRE

The Home of Luxury Hampers



**'Create Your Own' hamper options available.
Please call us to discuss your requirements.**

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Highland Fayre Ltd,
Kilda Way, Perth, PH1 3XS

LUXURY FOOD HAMPERS

NET PRICE + UNIT P&P + TOTAL VAT x QTY RQD = TOTAL VALUE

Royal Banquet	£1,050.00	£15.00	£126.17		£
The King's Table	£750.00	£14.00	£86.17		£
The First Noel Basket	£115.00	£8.00	£9.30		£
The First Noel Carton	£95.00	£8.00	£6.40		£
The Ultimate Gourmet Basket	£525.00	£12.50	£56.72		£
Christmas Extravaganza	£350.00	£10.00	£41.14		£
Decadent Delights	£64.00	£6.50	£8.64		£
Spirit of Christmas	£215.00	£10.00	£23.26		£
Winter Warmer	£58.00	£6.50	£6.79		£
Christmas Fayre Basket	£90.00	£7.00	£9.38		£
Christmas Fayre Carton	£70.00	£7.00	£6.46		£
Festive Indulgence	£160.00	£9.00	£14.37		£

SCOTTISH GIFT HAMPERS

Laird's Larder	£105.00	£8.00	£9.21		£
Luxury Scottish Gift Basket	£82.00	£7.00	£8.42		£
Taste of Scotland	£60.00	£6.50	£5.82		£
Caledonian Collection Basket	£44.00	£6.50	£5.47		£
Caledonian Collection Carton	£30.00	£6.50	£3.28		£

WINE HAMPERS

Red Wine & Cheese Board	£42.00	£6.50	£4.60		£
The Statesman Wine Collection	£69.00	£6.50	£11.32		£
Weekend Wine Rack	£50.00	£6.50	£8.47		£
Wine Savoury Gift Box	£34.00	£6.50	£4.92		£
Two's Company	£20.00	£6.50	£3.97		£
Chablis & Smoked Salmon	£30.00	£6.50	£4.33		£
New World Double Wine Gift Box	£20.00	£6.50	£3.97		£

PORT & CHEESE HAMPERS

Ruby Port & Stilton	£24.00	£6.50	£3.82		£
LBV Port & Stilton	£34.00	£6.50	£4.62		£
Reserve Port & Stilton	£31.00	£6.50	£3.95		£
Tawny Cheese Selection	£37.00	£6.50	£4.28		£
10 Year Old Port & Cheese Gift Box	£50.00	£6.50	£6.06		£

CHAMPAGNE HAMPERS

NET PRICE + UNIT P&P + TOTAL VAT x QTY RQD = TOTAL VALUE

Champagne, Smoked Salmon & Chocolates	£45.00	£6.50	£6.53		£
Sparkling Wine & Chocolates	£23.00	£6.50	£4.42		£
Champagne & Smoked Salmon	£40.00	£6.50	£5.80		£
Champagne & Chocolates	£39.00	£6.50	£6.82		£

SCOTTISH SMOKED SALMON

Smoked Salmon - 1kg	£36.00	Inc.	n/a		£
Smoked Salmon - 500g	£25.00	Inc.	n/a		£

THEMED GIFT HAMPERS

Chocolate Surprise	£39.00	£6.50	£5.93		£
After Dinner	£55.00	£6.50	£7.50		£
Chocolate Express	£32.00	£6.50	£5.77		£
Picnic Gift Basket	£35.00	£6.50	£5.74		£
Luxury Picnic Bag	£70.00	£6.50	£9.87		£
Office Celebration	£79.00	£6.50	£8.94		£
Party Time without the Wine	£32.00	£6.50	£3.50		£
Real Ale Gift Tray	£32.00	£6.50	£4.40		£
Gardener's Choice	£47.00	£6.50	£6.28		£
Italian Hamper	£34.00	£6.50	£4.96		£
Non Alcoholic Gift Tray	£50.00	£6.50	£5.14		£
Party Snack Selection	£30.00	£6.50	£4.27		£

FAMILY HAMPERS

Tinsel Treats	£30.00	£6.50	£2.18		£
Family Feast	£68.00	£6.50	£5.70		£
Christmas Comforts	£49.00	£6.50	£3.81		£
Fine Food For All	£38.00	£6.50	£2.73		£

TOTAL ORDER VALUE (inclusive of delivery and VAT) £

HIGHLAND FAYRE LTD - TERMS AND CONDITIONS OF SALE

These conditions shall apply to any contract ("the Contract") between Highland Fayre Limited ("Highland Fayre") and any person, firm or company ("the Purchaser") placing an order with Highland Fayre for the manufacture and/or supply of goods ("the Goods"). No agent or employee of Highland Fayre has Highland Fayre's authority to alter or vary these conditions. There shall be no variation of these conditions save and unless specifically agreed in writing by a Director of Highland Fayre, Highland Fayre, by accepting any order for Goods from the Purchaser, agrees to sell and the Purchaser agrees to purchase such Goods at the price stated in Highland Fayre's invoice and on the sole basis of the terms and conditions of Highland Fayre whether appearing on such invoice or in these conditions of sale. No term save for the terms and conditions contained herein shall be implied or otherwise incorporated into any account between the parties whether as a result of any previous course of dealing between the parties or by way of collateral contract or otherwise. These terms and conditions of sale shall take precedence over and supersede any previous terms and conditions of Highland Fayre.

1. ORDERS

Highland Fayre will be under no liability for any order received until the order is accepted in writing. An accepted order may only be cancelled or varied with Highland Fayre's consent; the giving of such consent shall not in any way prejudice Highland Fayre's right to recover from the Purchaser full compensation for any loss or expense arising from such cancellation or variation.

2. PRICE

Prices for Goods include Highland Fayre's standard packaging but do not include:

- (i) Value Added or other sales taxes.
- (ii) The amount (if any) by which customs or importation duties applicable to the Goods increase between the time of the Contract and the importation of the Goods into the country of destination.
- (iii) Any special packaging required by the Purchaser.
- (iv) Postage or carriage.

Notwithstanding any price specified in the order acceptance, the price of any item of Goods shall be that ruling on the date of their despatch. Orders and offers are subject to being unsold and to being available at the time of despatch. Goods may be substituted at any time with similarly priced alternative goods.

3. SAMPLES

Samples and sample hampers can be provided. All such goods are non-returnable and are to be paid for as per the normal payment terms of Highland Fayre.

4. BROCHURES

Glassware, baskets, plates, accessories and garnishes shown in any serving suggestions in the brochures produced by Highland Fayre and other advertising material are not included in the sale unless specifically stated.

5. RETENTION OF TITLE

- (a) Property in the Goods shall not pass until the full Contract price has been paid or until the date of despatch (whichever is the later). If the Purchaser purports to sell the Goods or any part of them before property in the Goods has passed to the Purchaser, the Purchaser shall hold the proceeds thereof as trustee for Highland Fayre.
- (b) Until full payment for the Goods has been made, it is the Purchaser's responsibility if he has taken delivery of the Goods, to clearly identify the Goods or articles made therefrom as being the property of Highland Fayre.

6. LOSS AND DAMAGE IN TRANSIT AND NON-CONFORMITY

- (a) The Purchaser shall examine the Goods upon their delivery for any obvious damage or shortage.
- (b) Any claim that the Goods are damaged or short delivered or not in conformity with order must be communicated to both Highland Fayre and the Carrier within three days of delivery.
- (c) Non-delivery shall be reported to both Highland Fayre and the Carrier within fourteen days of the date of advice of despatch note or invoice.

7. PAYMENT

- (a) Payment terms shall be as agreed between the parties in writing at the time of the Contract. If no special payment terms are agreed, full payment must accompany the order or be received by Highland Fayre no later than three weeks prior to the agreed date of despatch of the Goods.
- (b) The time for payment for the Goods shall be of the essence of the Contract.
- (c) If payment is not received by Highland Fayre on the due date then (without prejudice to any other remedies which Highland Fayre may have) Highland Fayre may postpone despatch of the Goods. The Purchaser shall be solely liable for any adverse consequences of such postponement (including without limitation any deterioration of the Goods) and the Purchaser shall indemnify Highland Fayre against all costs, claims, demands or expenses so caused or incidental thereto.
- (d) Unless otherwise agreed in writing between the parties, Highland Fayre may add interest to the outstanding balance of overdue accounts at the rate of 2% per month accruing daily.

8. FORCE MAJEURE

Highland Fayre will exercise every reasonable effort to meet any quoted or agreed despatch date. Highland Fayre shall not, however, be liable for any loss or damage due to delays or failure to ship resulting from any cause beyond its reasonable control, such as but not limited to securing

necessary export licences, compliance with laws or regulations, acts of God, acts of omissions of the Purchaser, acts of civil or military authority, judicial action, defaults of sub-contractors or suppliers, labour disputes, failure or delays in transportation, embargoes, wars or riots.

9. CHRISTMAS DESPATCH

Orders for Christmas must be received by Highland Fayre NO LATER than the last Monday in November. Highland Fayre will endeavour to despatch all orders to comply with the customer's requested delivery date. However, Highland Fayre does not accept any responsibility for delay from any cause, which results in delivery being made late.

10. HEALTH & SAFETY AND COMPLIANCE WITH LAWS

- (a) The Purchaser shall ensure that the Goods are used prudently and in accordance with any relevant information or advice which Highland Fayre may make available to the Purchaser including without limitation advice as to perishability and/or shelf life of the Goods.
- (b) The Purchaser shall not, without the written consent of Highland Fayre, remove, alter or obscure any hamper pamphlet or user instructions which Highland Fayre may supply with the Goods.
- (c) When the Purchaser is not himself the consumer or end-user of the Goods, the Purchaser shall be solely responsible for ensuring that the Goods, their packaging, labelling, advertising and the manner of their supply to the consumer comply with all applicable legislation in the country of destination including without limitation trade descriptions, product labelling and consumer safety laws.
- (d) The Purchaser shall indemnify Highland Fayre against all costs, claims demands or expenses whether arising as a result of any breach by the Purchaser of its obligations under this Clause or incidental thereto or arising as a result of the supply of the Goods by the Purchaser directly or indirectly to consumers or end-users or incidental to such supply.
- (e) The Purchaser shall at its own cost maintain sufficient insurance cover with a reputable British insurance company in terms and in amount sufficient to meet all foreseeable claims whether arising under this Clause or otherwise in connection with the Goods or their supply. The Purchaser shall produce evidence of insurance cover to Highland Fayre upon request.

11. WARRANTIES

- (a) Guarantee. Where the Goods are covered by a guarantee, the terms of such guarantee shall be deemed to be part of these conditions; copies of such guarantee are available at the Purchaser's request. Where the Purchaser is a dealer buying the Goods for resale, such guarantee shall be brought to the attention of the Purchaser's Customer but the Purchaser shall not otherwise make a representation or give any warranties on behalf of Highland Fayre.
- (b) Injury to persons and damage to property. Highland Fayre shall only be liable for loss which directly arises from any injury to persons or damage to tangible property where and to extent that such injury or damage is directly caused by any defects in the Goods and where such defect is caused by Highland Fayre's negligence or default; and in such a case the liability shall not exceed the cost of replacement or repair of the defective Goods. Any liability of Highland Fayre shall be without prejudice to any right of Highland Fayre to be indemnified by the Purchaser pursuant to Clause 10 above or otherwise.
- (c) Limitation of Liability. Except as provided under sub-clause (a) and (b) Highland Fayre shall not be liable for any costs, claims, loss, damage or injury to persons or property of whatsoever nature and howsoever caused.

12. TRADEMARKS SERVICE MARKS AND REGISTERED DESIGNS

The Purchaser shall not, without the written consent of Highland Fayre:

- (a) Apply any trademark service mark or registered design to the Goods.
- (b) Make any use of the name or trademark service mark or registered design of Highland Fayre.
- (c) Remove, alter or obscure any trademark applied to the Goods, their packaging or accompanying materials by Highland Fayre.

13. ASSIGNATION

The Contract is not assignable by the Purchaser without the written consent of Highland Fayre and is between Highland Fayre and the Purchaser as principals, but Highland Fayre may without consent assign or sub-contract all or any of its rights and obligations hereunder.

14. TERMINATION

If the Purchaser becomes insolvent or makes default in or commits a breach of the Contract, Highland Fayre may forthwith on written notice to the Purchaser terminate the Contract without incurring liability to the Purchaser and without prejudice to Highland Fayre's rights which may have accrued up to the date of termination.

15. VARIATIONS

No variation or addition to these Conditions shall be effective unless contained on the face of the order acceptance or in a written instrument signed by a Director of Highland Fayre and a copy of such instrument is annexed to the order acceptance.

16. PRIVACY

Highland Fayre is registered through the current Data Protection Act and therefore only stores customer data for its own use and not for resale to third parties.

17. JURISDICTION

The Contract shall be construed and take effect according to the law of Scotland and by their entering into it Highland Fayre and Purchaser submit to the exclusive jurisdiction of the Scottish Courts.