

Frisky Partridge Deluxe Hamper Order Form

PLEASE COMPLETE IN BLOCK CAPITALS

CONTACT DETAILS

Name: _____ Company Name: _____

Address: _____

Post Code: _____ Tel: _____

DELIVERY DETAILS

Recipient name and address: (if different from above): _____

Post Code: _____ Tel: _____

Date required by: _____ Safe location to leave goods if not at home: _____

GIFT CARD DETAILS

Frisky Partridge can supply a gift card message if required

Card message: _____

THE SELECTION

NO	DESCRIPTION	Price £ (inc.VAT)	Quantity	Total Value (£)
1	Your own brand champagne	TBC		
2	Lovely Bubbly	20.00		
3	Champagne and Truffles	28.00		
4	Port and Stilton	30.00		
5	Ready to Pop	35.00		
6	Port and Stilton Extra	38.00		
7	Champagne and Truffles Extra	40.00		
8	Double Bubble	50.00		
9	The Ice Bucket	50.00		
10	Grandma's Larder	60.00		
11	Men Only	75.00		
12	Girls Allowed	80.00		
13	Rocking and Rolling	100.00		
14	The Headbanger	125.00		
15	Amazing Grace	150.00		
16	Chairman's Choice	200.00		
17	Big Bertha	375.00		
18	Biggest Ever Big Bertha	2000.00		

TOTAL QUANTITY OF HAMPERS

DELIVERY COST @ £10.50 PER UNIT

VAT ON TOTAL (@17.5%)

TOTAL ORDER VALUE

£

£

£

LATEST ORDER DATE TO ENSURE DELIVERY IN TIME FOR CHRISTMAS IS 30 NOVEMBER, ALL ORDERS MUST BE PAID AT TIME OF ORDER

PAYMENT DETAILS

1. Cheque attached Payable to: PARK LANE CHAMPAGNE

2. Credit card Credit card type: _____ Expiry date: _____

(Visa/Mastercard/Amex) Credit card number: _____

Security Code: _____

Charging statement entry should appear as "Park Lane Champagne"

The above delivery charge is for dispatch to all UK mainland commercial locations, excluding Scottish Highlands and Islands, Eire, Northern Ireland, Isle of Man, The Isle of Wight and Channel Islands, for which there will be an additional charge. There is no delivery service on Saturday or Sunday.

Terms and Conditions of Business

Definitions

1. In these conditions the following terms shall have the following meanings:
"Company" means Frisky Partridge and/or Park Lane Champagne
"Customer" means the purchaser of goods and/or services from the Company
"Contract" means any Contract for the sale of Goods by the Company to the Customer
"Goods" means any Goods forming the subject of this Contract including parts and components of or materials incorporated in them

Quotation

2. An estimate or quotation given by the Company comprises an invitation to treat which is open for a period of 15 days only commencing with the date thereof provided that the Company has not previously withdrawn it

Existence of Contract

- 3.1 No contract shall come into existence until the Customer's order (however given) is accepted by the Company
- 3.2 These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer
- 3.3 No variation or amendment to these terms and conditions shall be valid unless committed to writing and signed by or on behalf of both parties
- 3.4 These terms and conditions embody the entire understanding of the parties hereto in respect of the matters contained or referred to herein and there are no other promises, terms, conditions or obligations, oral or written expressed or implied other than those contained in these terms and conditions

Price

- 4.1 The prices for the Goods are ex-works and inclusive of VAT as well as all duties payable in the UK
- 4.2 The Company shall have the right to adjust its price for any increase in the price of materials, parts, labour, transport, changes in work or delivery schedules or quantities or any other costs of any kind arising for any reason after the date of the Contract

Payment

- 5.1 The completion of the order form will represent a binding order, the costs for which are due immediately. No goods will be despatched until payment in full has been received
- 5.2 All invoices are payable without discount of any kind in pounds sterling on or before the date stated on the Company's invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all
- 5.3 Without prejudice to any other rights of the Company if the Customer fails to pay the invoice price by the due date the Customer shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at rate of 5% per annum over the base rate from time to time quoted by Barclays Bank plc and shall reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount
- 5.4 A charge of £50 will be made in the event of a Customer's cheque needing to be re-presented

Title

- 6.1 The Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the Company
- 6.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including any interest and costs) has been paid in full
- 6.3 Until title passes the Customer shall hold the Goods as bailee for the company and shall store or mark them so that they can at all times be identified as the property of the Company
- 6.4 The Company may at any time before title passes and without any liability to the Customer repossess and sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them and (for that purpose or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer
- 6.5 The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer

Risk, delivery and performance

- 7.1 Risk in the Goods passes when they are delivered to the Customer
- 7.2 Any dates quoted by the Company for the delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates
- 7.3 If the Customer fails to take delivery of the Goods or any part of them on the due date and to provide any instructions or documents required to enable the Goods to be delivered on the due date then the Company may, on giving written notice to the Customer, store or arrange for the storage of the Goods and on the service of the notice:
 - 7.3.1 Risk in the Goods shall pass to the Customer
 - 7.3.2 Delivery of the Goods shall be deemed to have taken place, and
 - 7.3.3 The Customer shall pay to the Company all costs and expenses including storage and insurance charges arising from its failure
- 7.4 The Company shall not be liable for any penalty loss, injury, damage or expenses arising from any delay or failure in delivery or performance from any cause at all, nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract

Extent of liability

- 8.1 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company of in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except for death or personal injury resulting from the Company's negligence and as expressly stated in these conditions

- 8.2 If the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not of the correct quantity or do not comply with their description the Company shall, at its option, replace with similar Goods any Goods which are missing, lost or damaged or do not comply with their description or allow the Customer credit for their invoice value
- 8.3 If the Customer establishes that any Goods are defective the Company shall at its options replace with Similar Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of the Company's manufacture, assign to the Customer (so far as the Company is able to do so) any warranties given by the manufacturer of the Goods to the Company
- 8.4 No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer
- 8.5 The Company shall not be liable where any Goods, the price of which does not include carriage are lost or damages in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by the Company at the prices ruling at the date of despatch
- 8.6 In no circumstances shall the liability of the Company to the Customer under this Condition exceed the invoice value of the Goods

General

- 9.1 The Company may, at its discretion, suspend or terminate the supply of any Goods if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other arrangement with the Company or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or the Company bona fide believes that any of those events may occur, and in the case of termination may forfeit any deposit paid
- 9.2 If the Goods or any part of them are manufactured in accordance with any design or specification provided or made by the Customer the Customer shall compensate the Company in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party

Cancellation

- 10 Order for Goods that have to be made especially for the Customer cannot be cancelled unless written notice of cancellation is received prior to the allocation of Goods to the Contract but if a cancellation notice is received after the Goods have been allocated to the Contract then a packing and handling charge will be payable by the Customer

Force Majeure

- 11 The Company shall not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control

Law and jurisdiction

- 12 This Contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the Courts of any other Country