

# COUNTRY MEMBERSHIP





## Application Form



# Becoming a member is as **easy as 1, 2, 3!**

## 1. What's involved in Country Membership?

### Available to everyone

-  **2% discount every time you shop** (Exclusions apply. Please see online for full details.)
-  **Regular newsletter packed with information**
-  **Member offers**
-  **Competitive fuel pricing**

## 2. Decide how long you'd like your membership to last

**£10 – ONE YEAR**

**£18 – TWO YEARS**

**£40 – FIVE YEARS**

## 3. Where do I send the Account Application form?

### IN STORE



Complete the application form and bring it back into your local store.

### What happens next?

- Once we receive your application form, your membership will be set up and you'll be allocated an account number.
- Your Welcome Pack will be sent in the post, including your £10 voucher.
- If you have any questions whilst we set up your membership, please contact our team on 01769 576234.



# Terms and Conditions

In these conditions the "Seller" shall be Mole Valley Farmers Ltd. or its Divisions, Subsidiaries and Joint Venture Companies (except Paragraph 2 which refers to specific companies)

The "Buyer" shall be any member, other customer, Company or organisation purchasing goods from or through the Seller

## 1. SPECIAL ORDERS:

Goods that are specially ordered by the Seller for a Buyer may be subject to payment of a deposit which will become part of the total payment upon completion. The deposit may be forfeited in the event of cancellation that is not due to the fault of the Seller.

## 2a. PAYMENT TERMS (Mole Valley Farmers Ltd)

Statements of accounts will normally be rendered either fortnightly or monthly and outstanding amounts will be payable by the indicated due date(s). Failure to effect payment by the due date(s) will result in interest charges being levied at the current rate of up to 0.0625% per day (24.6% APR) on the unpaid amount. The right is reserved to change the rate of interest if necessary subject to 28 days notice. Continued failure to pay due accounts may result in the Seller, at His absolute discretion, suspending all or part of the trading facilities of the Buyer with the Seller. Payments of account balances need to be settled by cash, cheque, valid debit card, direct payment to the Seller's bank or direct debit.

## 2b. PAYMENT (Mole Valley Forage Services)

2b.1 Statements of account will normally be rendered on a calendar-month basis and unless otherwise agreed will be payable by the 28th of the following month.

2b.2 The Seller shall not be bound to give up possession of the Products until it has received payment, and the Seller shall be deemed to have made a sufficient tender of the Products if it shall notify the Buyer that the Products are ready for despatch subject to payment.

2b.3 If the Seller allows credit in respect of any part of the Products it shall be without prejudice to its right to refuse to give up possession of any other part of the Products except against payment; and the whole of the price of all Products bought or agreed to be bought by the Buyer shall fall due and payable without demand immediately on the happening of any of the following events :

(a) failure by the Buyer to pay any sum due to the Seller within 14 days of the due date for payment ;

(b) commencement of the winding up of the Buyer ;

(c) commission by the Buyer of an act of bankruptcy ;

(d) appointment of a receiver of any asset of the Buyer, or of a receiver of the Buyer, or the levying of any distress or execution on any asset of the Buyer;

(e) application for the appointment of an Examiner of the Buyer.

2b.4 The failure of the Buyer to pay any part of the price of the Products in due time shall be a breach of condition entitling the Seller to treat that failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach.

2b.5 Interest on all sums due shall be charged at 0.0625% per day from the date when they should have been paid until payment is received.

## 2c. PAYMENT TERMS (Mole Valley Feed Solutions Ltd)

2c.1 Payment in full is required by the payment due date on the invoice. If full payment is not made on the due date the Company is entitled to charge interest on the outstanding balance at the rate of up to 0.0625% per day (24.6% APR) from the due date of payment until payment in full.

2c.2 The Buyer may not withhold payment of any invoice by reason of any right of set-off or any claim or dispute with the Company.

2c.3 Without prejudice to any other rights of the Company if the Buyer fails to make payment when due, the Company is entitled forthwith to cancel the Contract.

## 3. PRICES:

All prices quoted by the Seller are based upon these Conditions of Sale and reflect the limitation of the Seller's liability contained herein. For any Buyer who wishes to Contract with the Seller on terms other than these Conditions special arrangements can be made prior to sale. Such special arrangements will only be binding on the Seller if they are made in writing and signed by an authorised person for the Seller. Otherwise these Conditions shall prevail. All prices will usually be exclusive of VAT which will be added at the appropriate rate where applicable. Prices may be subject to change without notice excepting where a firm price is quoted for acceptance within a stated period of time.

## 4. CARRIAGE:

Carriage may be charged separately on all deliveries other than where a nett delivered price has been agreed in advance.

## 5. DELIVERY:

The Seller will take all reasonable steps to deliver goods or have them available when

required by the Buyer but shall not be liable for any delay occasioned by the failure of others to deliver as arranged. Delivery will be to site only and will not include the means of unloading or of the positioning of the goods in any location on the site. Any assistance given by employees of the Seller shall be at the risk of the Buyer.

## 6. HEALTH AND SAFETY:

Buyers should be aware of the potential hazards to health and safety represented in the types of goods stored on any of the Seller's premises. The Seller can accept no responsibility for damage or injury resulting from the activities of a Buyer. It shall be the Buyer's responsibility to comply with any and all Regulations concerning the loading, transport and signing of any vehicle used for carrying goods or substances covered by requirements to comply with COSHH and other Regulations. Product information literature can be supplied by the Seller as required.

## 7. SECURITY:

The Seller will accept no responsibility for the security of vehicles and/or property of Buyers while on the Seller's premises. Buyers may be requested to co-operate in the checking of goods against invoice(s) by staff employed by the Seller. Such a request will not imply any suspicion of wrongdoing but will be aimed at checking and improving the conduct and efficiency of the Seller's Service to Buyers.

## 8. TITLE:

Title in any goods sold by the Seller shall not pass to the Buyer until payment in full of all sums due to the Seller has been made but the risk in the goods shall pass to the Buyer upon delivery or collection. In the event of non payment the Buyer will allow free access to the premises by the Seller to recover the goods.

## 9. USE:

No assumptions should be made by the Buyer as to the fitness of any goods for any purpose other than as specifically described by the manufacturer. Any such use or adaptation shall be at the risk of the Buyer.

## 10. RETURNS:

If goods are returned for any valid reason they must be accompanied by proof of purchase. The Seller will not accept the return of Animal Vaccines (P.M.L.), Medicated Feeds, frozen foods or any goods that have a short residual sell-by date in any circumstances. Other Animal Feeds in bags will only be accepted for exchange within 24 hours of purchase if the incorrect feeds have been supplied by the Seller's staff. Goods returned for possible exchange must be unused, in resalable condition and returned within a reasonable period after the date of purchase. The Seller will not accept the return of any goods for credit or refund in any circumstances other than evident fault in goods that have not been used and where exchange is not appropriate.

## 11. WARRANTY:

- In general the Warranty on goods sold from stock by the Seller will conform to the Warranty offered by the manufacturer of the goods and will be subject to fair and proper use and maintenance of the Goods by the Buyer. It is important that the Buyer will advise the Seller promptly if the goods are faulty or if there is any query regarding their effective use.
- Goods that have been dismantled or otherwise interfered with or that have been improperly used or have suffered accidental damage will not be eligible for Warranty consideration.
- It is also conditional that any and all instructions provided by the manufacturer or supplier will have been fully and properly complied with and/or that where a latest date for effective use is stated or is relevant that it has not been exceeded.
- Where goods are returned under complaint after a period of use the Seller will return the goods to the manufacturer or his agent for investigation and report. This could result in the goods being either repaired or replaced as may be appropriate if the claim is accepted. If a claim of fault in the goods is not justified the Seller will either arrange for the goods to be returned to the Buyer or arrange for the goods to be repaired, if possible, with the consent and at the cost of the Buyer. The Seller will undertake to process any such returns promptly to minimise delay as far as is possible.
- In all instances where goods are ordered from another supplier by the Buyer for collection by or delivery directly to the Buyer but charged to the Buyer's account with M.V.F. any Warranty shall be between the supplier and the Buyer. As the nominal Seller in such transactions M.V.F. will use all reasonable means to assist in a fair resolution of any dispute that may arise but can accept no liability for the fitness, suitability or quality of the goods selected and/or accepted by the Buyer or any cost or loss arising therefrom.
- Warranty on any goods manufactured, blended or packaged by the Seller and/or offered for sale under the Seller's name shall be specific to the condition of the goods at the time of delivery and to the composition of the goods being as stated, within reasonable tolerances. No other responsibility will be accepted by the Seller for any use or storage of the goods by the Buyer or any claim for loss or damage arising therefrom unless it can be established beyond a reasonable doubt that the Seller is at fault.

# Terms and Conditions

- (g) Warranty that will apply to the supply of Seeds by the Seller to the Buyer shall be limited to the Seeds being the variety ordered by the Buyer (or a suitable alternative variety accepted by him) and that the Seeds will comply at the time of delivery with the UK Seed Regulations currently in force. The suitability of any Seed or Variety of Seed for cultivation in any area shall be at the Buyer's risk entirely as shall also be the fortuitous incidence of climatic and ground conditions for the successful growth of the crop and freedom from disease or pests. Seed is sold as being suitable for the production of consumer crops and not for the reproduction of seed and the Seller can accept no responsibility for any seed crops produced. The use of Seed other than in the year of supply is not recommended and shall be at the Buyer's risk. The Buyer shall take all necessary protective precautions in the handling and use of treated seed to comply with such COSHH regulations as apply. Product information literature can be supplied by the Seller as required.

## **12. LIABILITY:**

The liability of the Seller in any claim arising from the supply of any commodity shall be limited to the replacement of the goods or a refund of the purchase value. No liability will be accepted for any consequential loss, damage or injury whatsoever, or any other cost arising from the transaction.

## **ADDITIONAL CONDITIONS APPLICABLE TO CONTRACTS AND BULK SUPPLIES**

### **13. WEIGHTS:**

The Seller will undertake to supply a valid weighbridge ticket appertaining to each bulk delivery. Where goods are supplied in bags the number and size of the bags shall be declared on the Delivery Note.

### **14. CONSIGNMENT:**

Each consignment shall stand as a separate contract. Any dispute or failure by the Seller to make a delivery shall not entitle the Buyer to repudiate the Contract.

### **15. DEMURRAGE:**

If there is reasonable delay in off-loading at farm or site the Buyer shall be liable for any cost to the Seller resulting from the delay. It is the Buyer's responsibility to ensure that there is adequate access for delivery vehicles and that suitable staff and equipment for unloading are available at the time of the delivery.

### **16. FORCE MAJEURE:**

- (a) The Seller shall not be responsible for any loss or delay in supplying goods to the Buyer occasioned by circumstances beyond the reasonable control of the Seller. These circumstances shall include strikes, accidents, breakdown of machinery, loss of or damage to ocean vessel etc., or any other cause comprehended in the term "force majeure". If delay is likely to occur for any of these reasons the Seller shall give notice to the Buyer within seven days of the occurrence or not less than 21 days before commencement of the contract period whichever is the later. The Buyer shall have no claim against the Seller for any delay or non-fulfilment under this clause provided that the Seller has supplied the Buyer (if so requested) with satisfactory evidence justifying the delay or non-fulfilment. Where it is possible to do so the Seller shall make every endeavour to offer suitable alternative goods but shall not be bound to do so at the same price(s) as may be in the Contract.
- (b) In the event of the arbitrary imposition of import duty or levy on any goods which are the subject of a Contract the Seller reserves the right to terminate the Contract.
- (c) If under a Contract for the supply of Fertiliser(s) delivery is delayed for more than one calendar month after the expiry of the original Contract then the Buyer has the option of cancelling the delayed portion of the Contract. If delivery under this clause be prevented for an additional month the Contract shall be cancelled.
- (d) If under a Contract for the supply of Feeds delivery is delayed for a period of more than one week after the due supply date the Buyer may opt to cancel the delayed portion of the Contract. If this option is not exercised and the goods still have not been supplied at the end of one month following the due supply date the Seller may cancel the delayed portion.

### **17. CLAIMS:**

The Buyer must arrange for the goods to be inspected as follows:

- (a) At the delivery point on arrival and before the consignment is discharged or unloaded to ensure that the goods are as ordered and are in acceptable condition. Any queries must be notified to the Seller immediately and resolved before the goods are unloaded. Where the Buyer collects the goods it is the responsibility of the collector to inspect and accept the goods before loading.
- (b) Any defect that becomes apparent when the goods have been discharged or unloaded must be notified to the Seller by telephone without delay.
- (c) Later claims relating to latent defects must be made to the Seller immediately by telephone, followed by written confirmation within three days from the discovery of the defect. No claims for poor condition or deterioration will be accepted unless the storage facilities are adequate to maintain the goods in a stable condition.

## **18. COMPLETION OF CONTRACT**

- (a) The entitlement under the Contract is to the total quantity agreed, not to the total of the consignments made against each monthly allocation.
- (b) If, by the last day of the Contract period, any outstanding balance has not been called for and is within 2% of the total Contract quantity the Seller shall consider the Contract completed. If the total Contract quantity is exceeded by more than 2% after supply of the final consignment, this excess shall be charged at the current price (the current spot price for feeds) unless there are extenuating circumstances.

## **19. DEFAULTS:**

- (a) The Seller shall hold the Buyer in default if any scheduled uptake under the Contract is delayed by the Buyer beyond seven days after the due date and the Seller reserves the right to charge the Buyer with finance and storage charges incurred on a weekly basis or part thereof.
- (b) In the event of the Buyer not accepting delivery of or collecting the Contract quantity by the last day of the Contract period (whichever is his duty under the Contract) the Seller may, at his option and after having given prior written notice by Recorded Delivery to the Buyer, sell the goods at market price. The Buyer will be liable to compensate the Seller for any resultant loss, including any reasonable expenses arising from the sale, storage and finance charges.
- (c) The Seller reserves the right to withhold the supply of goods under any contract if the Buyer defaults on any payment(s) due to the Seller within the Contract or otherwise.

MOLE VALLEY FARMERS LIMITED

(the "Company")



**Mole Valley**  
FARMERS



Country Stores

**Mole Valley Farmers**

- 1 Bridgwater
- 2 Cullompton
- 3 Frome
- 4 Holsworthy
- 5 Liskeard
- 6 Newton Abbot
- 7 Penzance
- 8 South Molton
- 9 St Columb
- 10 Tavistock
- 11 Yeovil

**Mole Country Stores**

- 1 Alnwick
- 2 Andover
- 3 Basingstoke
- 4 Berkeley
- 5 Billingshurst
- 6 Buckingham
- 7 Bury St Edmunds
- 8 Canterbury
- 9 Cirencester
- 10 Colchester
- 11 Darley Dale
- 12 Dereham
- 13 Devizes
- 14 Dorchester
- 15 Driffield
- 16 Fauld
- 17 Gillingham
- 18 Heathfield
- 19 Hexham
- 20 Leyburn
- 21 Lymington
- 22 Market Rasen
- 23 Melton Mowbray
- 24 Newark
- 25 Newbury
- 26 Newport (I.O.W)
- 27 Piercebridge
- 28 Redhill
- 29 Ripley
- 30 Romsey
- 31 Salisbury
- 32 Stamford
- 33 Stokesley
- 34 Thirsk
- 35 Ulverston
- 36 Wickham
- 37 Winchester
- 38 Worksop

**Bridgmans**

- 1 Evercreech
- 2 Kilkhampton
- 3 Newton St Petrock
- 4 Porte

**Mole FarmDirect**

- 1 Bridgend

**Mole Valley Feed Solutions**

- 1 Carmarthen Trading
- 2 Coylton Feed Mill
- 3 Dorchester Feed Mill
- 4 Feed Supplements
- 5 Heals Blending Plant
- 6 Huntworth Feed Mill
- 7 Launceston Trading
- 8 Lifton Mill
- 9 Somerford Trading
- 10 Square Foot
- 11 Tewkesbury Trading

**Mole Valley Forage Services**

- 1 Newport

**Engineering**

- 1 Witheridge

**Three Counties Feed**

- 1 Risdon Blending Plant
- 2 Tiverton Office

**A. Nicholls (Cow Mills)**

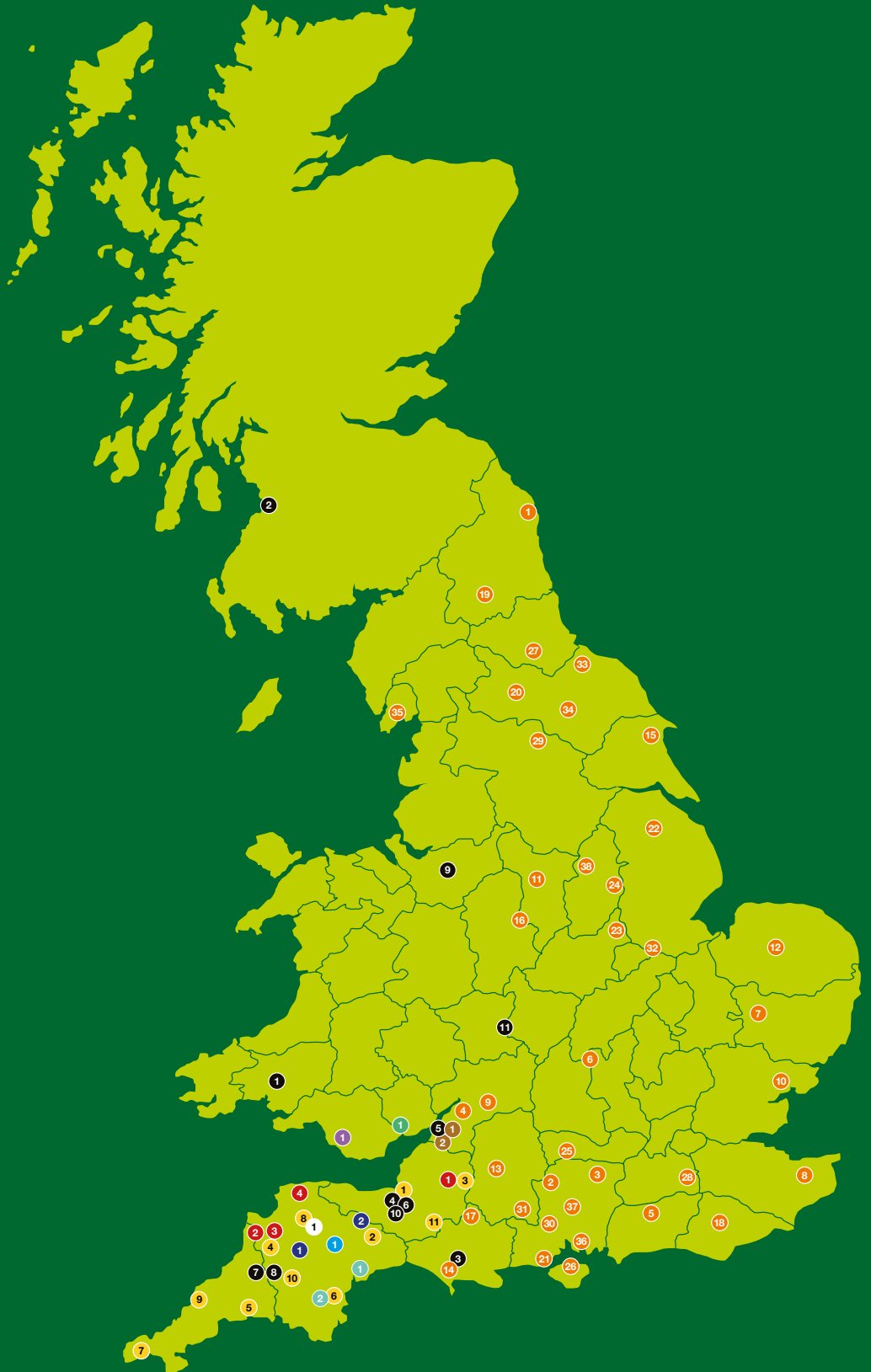
- 1 Chipping Sodbury
- 2 Warmley

**Molecare Veterinary Services Ltd**

- 1 Molecare Farm Vets
- 2 Molecare Pet Vets

**Mole Valley Farmers Head Office**

- 1 South Molton



*it's a way of life*

**FARMING  
SMALLHOLDING  
PET  
EQUINE  
CLOTHING  
FOOTWEAR  
GARDEN  
POULTRY  
COUNTRY PURSUITS  
DIY  
TIMBER & FENCING**



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