

# NORTH HERTS FARMERS GRAIN LIMITED

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## North Herts Farmers Grain Limited – Current Terms of Trading

Terms and Conditions between North Herts Farmers Grain Limited (hereinafter called the Buyer) and the Seller.

A Purchase Contract confirmation will be issued by the Buyer for each purchase contract, regardless of whether the deal was struck by telephone, electronically, face to face or otherwise.

Every purchase contract is subject to the terms of the Purchase Contract Confirmation and the Current North Herts Farmers Terms of Trading that are valid at the time of movement. The below terms, including arbitration clauses therein also apply:

AIC Grain/Pulses No.1/16 for Grain & Pulses

FOSFA 26A for Oilseed Rape

FOSFA 9A for Linseed

Where there is a contradiction then the terms of the Purchase Contract Confirmation prevail over North Herts Farmers Grain Limited Current Terms of Trading, which in turn prevail over the AIC/FOSFA contract terms.

### Purchase Contract Confirmations

The Seller should promptly check all Contract Purchase Confirmations issued by the Buyer for any errors and raise queries without delay. If the Seller fails to advise the Buyer of the alleged errors it may render the Seller liable to the confirmed details.

### Farm Assurance (ACCS)

All purchases are deemed to be assured unless specifically specified otherwise on the Purchase Contract Confirmation. It is the Sellers responsibility to inform the Buyer of any change to the status of their assurance, and that all additional collection locations as included as 'additional holdings' on their assurance membership. It is also the Sellers reasonability to ensure assurance details entered on the Combinable Crop Passport are valid for goods loaded and the movement date. Failure to comply to this could result in rejections, additional costs which will be deducted from the Seller, and delays in movement of the goods (the Seller would not be entitled to a carry in the case).

### Movement Period - Buyers Call

Unless otherwise agreed all deliveries/collections will be made in bulk at 'buyers call'. Deliveries/collections can take place 7 days a week, for the avoidance of doubt this includes business days, weekends and bank holidays. The Buyer will always try to be flexible with deliveries/collections but can be restricted by the limitations of the consumers, therefore if the goods are not available when the Buyer calls for them, it may not be possible to move the goods within the contract movement period, in this case the Buyer reserves the right to claim an extension with no monthly carry.

In the case of the Buyer being unable to call for the goods within the contract movement period, the Buyer reserves the right to claim an extension and may offer a monthly carry.

Where movement of the goods is delayed due to quality or assurance issues, the Buyer reserves the right to claim an extension with no monthly carry.

### Movement Period - As Available

The Seller is required to inform the Buyer promptly when the contracted goods become available for movement once harvested. Subject to quality testing, availability of haulage and fixings the Buyer will endeavour to move the goods as soon as possible within the contract movement period. If the Sellers notification of goods being available for movement is less than 10 business days prior to the end of the movement period, the buyer reserves the right to claim an extension with no monthly carry. Where urgent movement is required the Seller should agree this with the Buyer when the contract is agreed. Deliveries/collections can take place 7 days a week, for the avoidance of doubt this includes business days, weekends and bank holidays. Where movement of the goods is delayed due to quality or assurance issues, the Buyer reserves the right to claim an extension with no monthly carry.

### Claim Notifications

The Buyer will not routinely inform the Seller of claims made against their contractual goods until the self billing invoice is raised and sent to the Seller. However the Buyer will endeavour to work in the Sellers best interests to ensure where claims are unexpected they are checked and retested where ever possible.

For rejections and downgrades the Buyer will endeavour to make contact directly via telephone or where applicable via the Broker but reserve the right to use their best judgement should communication not be possible. Costs and downgrades relating to rejections will be confirmed when the self billing invoice is produced.

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## **Contract Specifications**

If industry/EU regulations change between the date of the contract and delivery of the goods the Buyer reserves the right to change contacted maximum specifications including moisture.

## **Weighbridge Charges**

The Buyers standard weighbridge charge is £9.00 plus VAT per load, chargeable to the Sellers account.

## **Payment Terms**

Payments are routinely made 28 days from delivery, however the Buyer's payment run is processed once weekly therefore payments for loads due will be combined into one weekly payment, this will include loads due for payment up to and on the Sunday of that payment week.

Payment will be made via BACS or Cheque at the request of the Seller. The seller is requested to notify the Buyer via email if they require BACS payments along with their bank details, the Seller is also required to inform the Buyer of any changes to bank details via email. The Buyer reserves the right to offset any payables against any receivables under any contracts between the Buyer and the Seller.

## **Quantity/Tolerance**

Quantity tolerance shall be as per the relevant AIC or FOSFA contract, but will be at the Buyer's option. The Buyer reserves the right to pay spot market price for tonnage above the mean contract quantity, when the tonnage delivered is in excess of the maximum quantity permitted.

## **Contract Tonnage**

The Buyer routinely buys contract tonnage in 29 tonne multiples, but will buy other quantities by arrangement and reserves the right to make price adjustments to cover any higher haulage costs.

## **Capacity Load Charges**

For any loads below the full weight capacity of the vehicle the Buyer reserves the right to deduct a Capacity Load Charge, or additional haulage costs of a smaller lorry from the Sellers account for use. The Buyer also reserves the right to charge the Seller additional haulage costs for split loading when a part load is loaded with another parcel to reduce to capacity load charge. The Buyer reserves the right to base the payable tonnage of split loads on the lorries weigh loader reading at each collection point. Where there is a difference in the final delivered weight and the quantity recorded from the weigh loader, the difference, positive or negative will be applied pro rata to each part on the split load.

## **Delivered Purchases**

Where the Seller is delivering their own goods, the following standards must be met: All trailers must be fitted with an easy sheeting system unless it is possible to sheet and unsheet from ground level and dust clutes. All trailers must be sheeted to minimise the risk of contamination. Climbing onto vehicles is strictly forbidden. Trailers must be uniquely numbered and combinable crop passport must be completed stating last three loads and trailer cleansing completion. Where purchases are destined for human consumption, the trailer must not have carried goods on the 'AIC Haulage Contaminant Sensitive list of Materials causing allergic reactions'. In addition and no matter where the purchase is destined the trailer MUST NOT have carried any goods listed on the 'AIC Haulage Exclusion List'. If bookings for the purchase contract destination are not available the Buyer reserves the right to convert the contract to ex farm at the appropriate haulage discount. If the Seller employs a haulier, the said haulier must be TASSAC approved. The Seller must comply to the end receivers terms and all site rules and regulations.

## **Overweight Lorries**

Overloaded lorries could be delayed/rejected or incur additional charges at the end destination. Knowingly overloading a lorry that leaves your premises could be considered as aiding and abetting an illegal operation of the vehicle and should be avoided. Most lorries are fitted with an on board weigh loader which will give a guide if a weighbridge is not available.

## **Combinable Crops Passports**

Every load must be accompanied by an appropriately completed and signed Combinable Crops Passports, and include a valid Crop Assurance sticker. The collection address and postcode is a requirement of part of the chain of custody, and the passport must include all relevant requirements at the time of collection/delivery.

All post-harvest treatments (not just pesticides) must be declared on the Combinable Crop Passport.

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At the time of collection/delivery the Fusarium Mycotoxin test results and risks assessment must comply with industry requirements.

Variety, year of harvest, and store/bin number should be completed on all Combinable Crop Passports.

For Oilseed rape deliveries only the Combinable Crop Passport which include the GM statement can be used.

Where goods are sustainable then section 8 – Renewable Energy Directive of the Combinable Crop Passport is required to be completed. Where the Seller is fully RED compliant under their assurance scheme this section must be completed. Where the seller is only partially RED compliant it should be completed only for loads that are confirmed as sustainable. Where loads arrive at end destinations without this section fully completed they maybe rejected.

The Buyer reserves the right to pass on any costs incurred due to incorrectly completed Combinable Crop Passport to the Seller.

## **Sustainability – Renewable Energy Directive (RED)**

All goods must be fully compliant with the Renewable Energy Directive when purchased as sustainable or to a bio fuel destination. Goods will only be classed as sustainable when they are certified under a EU approved voluntary scheme, for example SQC or Red Tractor.

Where the Seller is fully RED compliant on their assurance scheme the Buyer will assume all purchases including oilseed rape, grain and pulses are sustainable. The Seller must inform the Buyer in writing if any goods are not fully compliant – this includes goods coming from a store that is not certified as RED complaint. Where the Seller is only partially RED compliant the Seller must confirm if the goods are Sustainable for each purchase contract.

All Oilseed Rape must be RED compliant unless otherwise agreed.

## **Allergens/Naturally Occurring Prohibited Substances (NOPS)**

The seller must inform the Buyer prior to delivery of any possible contamination of contracted goods from ‘Naturally Occurring Prohibited Substances’ or ‘Allergens’, for example Poppy Seeds, Soya, Nuts, Mustard, Lupins etc. The Seller can then decide if the contamination is acceptable.

## **Sewage Sludge**

The Buyer requires the Seller to declare prior to sale to confirm in writing if the contracted grain has been grown on land treated with sewage sludge. Any treated land must not be used for the production of cereals for malting, distilling or oat milling. If grain for these uses is found, subsequent to delivery to have come from treated land with biosoils, the risk and all consequences – direct and indirect will remain with the seller. The Buyer is not aware of any relaxation for the uses of grain grown on land previously treated with any form a sewage sludge (biosoils).

## **Genetically Modified Organisms**

The Buyer must be informed in writing by the Seller if they grow any Genetically Modified (GM) crops. The Seller must take adequate precautions to avoid any contact with or contamination by Genetically Modified Organisms. The Seller must advise the Buyer in writing if any contracted goods may have been contaminated or have been grown on land previously used for GM cropping, the Buyer reserves the right to renegotiate any contract if GM contamination is proven or declared and to claim any costs or damages incurred.

## **Infestation and Store Management**

The Seller will be liable for all costs incurred for any loads found to be infested at delivery point. Loads that are found to be infested are extremely expensive to deal with and will incur the added cost of steam cleaning to comply with TASCSC assurance requirements. Sellers are strongly advised to check goods in store regularly for temperature, moisture, rodent droppings or bird intrusion. Good store hygiene, prompt cooling and drying after harvest to help avoid infestation is highly recommended and much cheaper than the costs of fumigation after a problem is found. After an infestation problem in the goods some consumers will only accept the goods after they have been treated professionally with a gaseous fumigant and have been dressed to remove insect debris, treated grain must a certificate of fumigation with the load as well as the treatment being declared of the Combinable Crop Passport.

## **Mycotoxins**

The Buyer requires the Seller to comply with all EU legislation for Mycotoxins, the legislation setting maximum levels of fusarium and storage mycotoxins, and to complete a risk assessment for all goods. The Buyer requires ALL cereals, including feed grain are below the EU limits for Mycotoxins set for unprocessed cereals, unless agreed with the Buyer that for a specific contract the limits do not apply. Some end users require lower limits and these will be specified if applicable.

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## **Malting Barley**

The standard Moisture specification for malting barley is a maximum 14.5% unless agreed otherwise. The Buyer reserves the right to take an allowance or reject the goods if the moisture on delivery is higher than 14.5%. The Maltsters Association of Great Britain scale of moisture allowances may not apply. For goods being delivered after the 31<sup>st</sup> October with a higher moisture of 14.50% the Seller should notify the Buyer as soon as possible, the Buyer reserves to right to deduct any additional costs incurred.

## **Cereals for Distilling or Malting**

The Buyer requires the Seller to only use agrochemicals endorsed by the British Beer and Pub Association on either growing crops or harvested grain this includes wheat for distilling.

## **Milling Wheat**

For flour milling or for other human consumption uses, admixture includes small grains passing through a 2mm sieve, non wheat materials remaining over a 3.5mm sieve and any other miscellaneous impurities, including other cereals, mouldy, insect damaged, diseased, discoloured or broke grains.

## **Oats**

Sellers are reminded to manage the use of growth regulators, to avoid breaching the maximum residue levels for Chlormequat.

## **Oilseed Rape**

When loads are delivered direct to the Crush will normally be rejected if they exceed 10% moisture and/or 4% admix. The Buyer reserves the right to pass on any resulting charges retrospectively if the load is accepted.

Free Fatty Acid – The Buyer reserves the right to make retrospective claims for up to 90 days following a delivery if the load is found to be testing above the contract specification for FFA, which is a maximum of 2% of oil in seed unless agreed otherwise.

Erucic Acid – the maximum amount of erucic acid is 2% of oil in seed unless agreed otherwise, for loads testing above this specification the Buyer reserves the right to make retrospective claims.

The Buyer reserves the right to make retrospective claims on any loads testing above the legal limits of BAP (Benzo a pyrene).

## **Biostimulants manufactured from animal tissue or blood**

The Seller must advise the Company in writing if any cereal crop where the goods are sold to the Buyer has been treated with any biostimulant derived from animal tissue or blood. Biostimulants is NOT acceptable on any cereals destined for the Food supply chain. The Buyer reserves the right to renegotiate any contract if such treatment is proven or declared and to claim any consequential costs and damages.

## **Chlorpropham**

The use of Chlorpropham on cereals, pulses, or oilseeds is NOT permitted. Crops must not be stored in stores that have previously been used to store goods treated with Chlorpropham, as there is a risk for several years of cross contamination from the fabrics of the store.

## **Product Liability**

Sellers are strongly advised to have adequate product liability insurance, a minimum cover of £5 million.

## **Slavery Act**

In all respects the Seller must comply with the Modern Slavery Act 2015 in the supply of goods to the Buyer.