



## SUBSCRIBER OPERATING REGULATIONS

(Amended 25 January 2008)

### 1. INTRODUCTION

Persons or businesses who are admitted as Subscribers to 7Y Services Ltd ("7YS") and who pay an annual fee have access to a range of business services and preferential prices that are only available to Subscribers. This document describes the Operating Regulations ("the Regulations") that shall apply to Subscribers to 7YS. It is a condition of becoming a Subscriber that a written contract is entered into which binds the Subscriber to abide by these Regulations.

### 2. DEFINITIONS

In these Regulations:

- i. "the Board" means the board of directors for the time being of 7YS.
- ii. "Subscriber" means a Subscriber to 7YS who is bound by written contract with 7YS to observe the requirements of these Regulations.
- iii. "Machinery" means agricultural and non-agricultural vehicles, machinery and equipment.
- iv. "Services" means business services including but not limited to labour, training and contracting services.
- v. "Recipient" means a Subscriber who acquires the use of Machinery or Services through facilities provided by 7YS.
- vi. "Supplier" means a Subscriber who supplies Machinery or Services for use through facilities provided by 7YS.
- vii. "Subscriber Benefits" means those business services which 7YS will make available solely to Subscribers or at preferential prices to Subscribers as defined in the Subscriber Benefits section below.

### 3. ANNUAL SUBSCRIPTION

Every Subscriber shall pay to 7YS an annual subscription of £100 plus VAT or such other sum as may be decided by the Board before the beginning of any accounting year of 7YS.

### 4. SUBSCRIBER BENEFITS

Subscribers will have access to the following business services:

#### Only available to Subscribers:

- Subscriber to Subscriber Machinery and contracting services
- 7Y fuel buying service
- Poultry litter
- 7Y agrochemical service
- Other commodity services

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**Available to Subscribers at preferential prices:**

- Training services
- Other services as determined by the Board from time to time

**5. BASIS OF CHARGING FOR SERVICES ONLY AVAILABLE TO SUBSCRIBERS**

<b>Service</b>	<b>Basis of charging*</b>
Subscriber to Subscriber Machinery and contracting services	7YS to be paid a commission charge calculated as 2% of the net value of the transaction by both the Supplier and the Recipient. 7YS will charge VAT at the prevailing rate on the commission charge.
Fuel buying	The Recipient will be charged 0.3p/litre in addition to the price quoted by the supplier.
Agrochemical buying service (Aubourn/7Y scheme)	In order to use the Aubourn/7Y agrochemical buying service, Subscribers must join the Aubourn AgChem Buying Group ("Aubourn") (at a 7Y discounted rate). The Recipient will pay the chemical supplier the price agreed between the Recipient and Aubourn with no commission being paid by the Recipient to 7YS.
Other commodity services	The commissions payable by the Recipient (and supplier if the supplier is a Subscriber) will be agreed on a case by case basis between 7YS and the parties to the transaction.

\* Note that although these are the standard bases of charging, the Board reserves the right to vary or amend charges on a case by case basis subject to agreement by the parties concerned.

**6. MINIMUM CHARGES**

In respect of certain individual transactions, 7YS may at their absolute discretion determine that a minimum commission charge will apply to one or both parties to the transaction. In such circumstances the commission charges will be agreed with the parties prior to the transaction being concluded.

**7. INFORMATION**

Every Subscriber must furnish 7YS with such information regarding their Machinery and Services and the availability of such and their likely requirements for the use of Machinery and Services as 7YS reasonably requests from time to time. From time to time 7YS will circularise Subscribers with a list of available Machinery and Services with charges asked.

## **8. ARRANGEMENTS FOR USE**

When a Subscriber has a specific requirement for the use of Machinery or Services he must contact 7YS as soon as practicable. When 7YS is contacted, if possible, 7YS will match the requirement with a Machine or Service available from another Subscriber and notify the Recipient and the Supplier accordingly.

## **9. PAYMENT**

Unless the Recipient and the Supplier agree otherwise and notify 7YS, all work is undertaken at the charge agreed for the particular Machine or Service as agreed between the parties to the transaction and 7YS. When work has been completed to the satisfaction of the Recipient a schedule of the work done must be prepared, signed by the Recipient and the Supplier and returned by the Supplier to 7YS.

7YS will arrange for the Recipient to be debited and the Supplier to be credited with the sum due within twenty-eight days after receiving a completed schedule as above by variable direct debit and credit with their respective banks. The Recipient shall receive due notice of fourteen days of amounts to be debited from his account. Every Subscriber shall have a current account at a bank and shall provide a mandate as required by 7YS to facilitate the making of such debits and credits. Any direct debit returned unpaid to the company will incur a £20 charge to cover administration and bank charges.

## **10. ROLE OF 7YS**

In arranging a transaction between a Recipient and a Supplier and effecting payment, 7YS acts as an intermediary, and not at any time as a principal, and 7YS is not liable for any default by a Recipient or a Supplier (including, but not limited to, default in payment), nor for any loss, injury or damage caused by or to a Supplier or a Recipient.

## **11. INSURANCE**

Every Supplier must ensure that they are properly insured with respect to the Machinery or Services to be supplied including but not limited to public liability. Every Recipient must insure that they are properly insured to operate any Machinery that they have in their possession or are using as a result of a transaction arranged by 7YS. They must also ensure that they are properly insured in respect of personal accident and injury occurring in the course of work being done on their business premises or other locations where Machinery is being operated or Services delivered under the Recipient's direction or control.

## **12. LIABILITY**

Unless the Recipient and the Supplier agree otherwise and make such special insurance arrangements as they consider necessary, any liability of the Supplier for any loss of crop or reduction in yield or any other damage suffered by the Recipient as a result of any use of the

Supplier's Machinery or provision by the Supplier of Services is limited to the amount of the charge payable in respect of that use.

### **13. MACHINERY AND SERVICES**

The Supplier must ensure that his Machinery is in a proper state of repair and is fit for its purpose and that it complies with all requirements of the law including but not limited to health and safety. The Recipient is responsible for any damage to the Supplier's Machinery caused by the neglect or default of the Recipient or his employees. Any person or group of persons supplied by the Supplier to deliver Services or operate Machinery must have the relevant training and qualifications to undertake the Services or operate the Machinery to be delivered to the Recipient.

### **14. BREAKDOWN**

7YS must be notified immediately of any breakdown of a Supplier's Machinery while working for a Recipient. 7YS will allow what 7YS considers to be a reasonable period for repairs, taking into account the practical requirements of the Recipient. If the repair is not completed in that period or if at any time 7YS judges that it will not be so completed, 7YS may arrange for another Supplier to complete the work, in which case each Supplier will be paid for that part of work undertaken by them.

### **15. COMPLAINTS**

Every complaint regarding transactions between Subscribers must be made in writing to 7YS for mediation or adjudication, as 7YS thinks fit. If a Subscriber is dissatisfied with the decision of 7YS or mediation fails to bring about a settlement, a Subscriber has the right, on application to 7YS, to put the matter to the Board. The Board will consider representations by each Subscriber concerned who submits them and shall decide the issue. Any complaint by a Subscriber about the administration of 7YS by 7YS may be raised with the Chairman of the Board, either orally or in writing as the officer concerned directs. If no mutually acceptable settlement is achieved, the matter will be referred to the Board who shall decide the issue.

In the event that any Subscriber is dissatisfied with the decision of the Board, they may, at their cost, refer the matter in issue to the Chairman for the time being of the Machinery Ring Association of England and Wales whose decision shall, in the absence of manifest error, be final and binding on the parties.