

Southern Farmers Ltd

Application Form



Windmill Farm, Rolvenden, Cranbrook, Kent,
TN17 4JB.

Call: 01580 241401

Email: sarah@southernfarmers.co.uk

Visit: www.southernfarmers.co.uk



About Yourself

Full Name: _____

Trading Title: _____

Ministry Holding Number: _____ Vat Number: _____

Correspondence Address: _____

_____ Postcode: _____

Accessible by Articulated Vehicles? YES / NO

Landline Number: _____ Mobile Number: _____

Email Address: _____

Alternative Accounts Contact: _____

Contact Number/Email Address: _____

Farm Manager's Name: _____

Telephone Number: _____ Mobile: _____

Email Address: _____



Alternative Addresses

Please indicate any additional addresses for deliveries, site times and access for articulated vehicles. If any addresses are difficult to locate, please attach a map or enclose instructions. Occasionally, group suppliers ask our permission to mailshot members directly with promotional literature. If you wish to be excluded from this service please indicate here: _____

Alternative Address: _____

_____ Postcode: _____

Alternative Address: _____

_____ Postcode: _____



About Your Farm

Please complete the following as fully as possible. This enterprise information will help us to help you in our group negotiations and ensure the developments of particular interest in your area of farming are available to you as soon as possible.

Total Area Farmed: _____ ha

Share Farmed _____ ha

Total Area Tenanted: _____ ha

Total Area Owned: _____ ha

Barley _____ ha

Beans _____ ha

Glasshouse _____ ha

Grass _____ ha

Hops _____ ha

Linseed _____ ha

Maize _____ ha

Nursery _____ ha

Oats _____ ha

Peas _____ ha

Potatoes _____ ha

Rape _____ ha

Set Aside _____ ha

Soft Fruit _____ ha

Stewardship _____ ha

Top Fruit _____ ha

Viticulture _____ ha

Wheat _____ ha

Woodland _____ ha

Other _____ ha

Beef Breeding Cattle _____

Breeding Sheep _____

Please state all relevant
herd/flock numbers below:

Beef Youngstock _____

Lambs _____

Cattle: _____

Milking Cows _____

Breeding Pigs _____

Sheep: _____

Dairy Followers _____

Weaners _____

Pigs: _____

Deer _____

Poultry _____

Other: _____

Equestrian _____

Other _____

- Are any/all of your enterprises organic? _____
- Do you market any of your own produce (i.e box schemes or farm shop?) _____
- Are you a member of any other buying group or co-operative? If yes please specify below.

- If you have the service of an agronomist please advise whether they are:-
Independent Trade Other _____

Please circle any of the below you currently use:

Gas Oil (35sec)/ Shell GTL Heating Oil (28sec) Electricity Bulk Gas/LPG Bottled Gas/Cylinders

Do you require any of the above for rearing or grain drying? _____



Our Requirements

Please give two agricultural suppliers that you currently hold **trade** accounts with:

1. _____
2. _____

We do everything we can to expedite applications efficiently, but trade references can be difficult and slow to obtain. It might well help speed our process if we can apply to someone we know who is familiar with you for a personal recommendation. If you are well known to any of our current members, employees or directors and would be content for us to ask them for a recommendation, then please insert their name(s) below having first obtained their permission for us to phone them.

Name: _____ Contact Number: _____

How did you first hear about Southern Farmers Ltd? _____

N.B. Please note that in the case of a partnership, all Partners should sign and in the case of a Limited Liability Company, the enclosed Personal Liability form should also be signed by Directors.

I/We understand and accept the terms and conditions of membership, the working of the administration charges and the rule that I/we must pay each monthly statement by Direct Debit which is collected no earlier than the 22nd of the month in which the account is presented.

I/We understand that late payment may result in additional administration charges or exclusion from the group at the discretion of the Board of Directors.

In the event of the winding up of the company, I/we undertake to contribute, for payment of the debts and liabilities of the company and costs and expenses of winding up, a sum as may be required but not exceeding £5.

Enclosed:-

- Direct Debit Mandate
- Data Protection Form
- RDCO Form
- Domestic VAT Form
- Personal Liability Form
- Bank Reference Mandate
- Recent Bank Statement (may have £ blanked out)
- Utility Bill (less than 90 days old)

Signature/s: _____

Date: _____



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TERMS & CONDITIONS OF MEMBERSHIP

- Southern Farmers Ltd. (S.F. LTD.) is a not-for-profit organisation created for the specific purpose of enabling Members to benefit from group buying.
- Members receive a monthly VAT account covering a very wide range of purchases for which only one payment has to be made.
- The Company passes on to Members the full benefits of its co-operative trading policies. No discounts are retained by the Company that relate either to a specific member or group of members or to a specific transaction where the discount may be ascertained or it is otherwise practicable to pass on such discount. In each case, however, administration costs are recovered by way of charges as shown.

Applications are invited from those commercially engaged in agriculture, forestry, horticulture and related rural industries subject to the following conditions:-

Application and Limit of Guarantee Form

Application is by completion of a standard form, submitted to the Registered Office at Windmill Farm, for approval by the Board of Directors.

Membership Charges

1. Annual fee of £125 per year, currently payable in two instalments – October and April of each year.
2. Administration charges on Supplier invoices are as follows:-
 - a) Fertiliser, Feed, Seed and Agrochemicals – **0.35%**
 - b) Gas Oil & Road Derv - **0.48%**
 - c) Baling, Silage & Hop Products, Kero, Coal, Lubricants, *Gases - **0.85%**(*some products purchased through another buying group may also carry their admin charge)
 - d) Water – **1%**
 - e) Veterinary, Horticultural, Packaging and Fencing Products - **1.35%**
 - f) Bulk Electricity/Solar - **2.50%**
 - g) All Other Items - **2.10%**

Invoice administration charges are subject to a maximum of £25 and a minimum of 95p per invoice.

3. Current Membership charges are advised at the time of application, but may be varied from time to time subject to appropriate notice from the Board of Directors

Confidentiality

1. The Member shall ensure that all information regarding the Company and all prices and discounts offered or obtained in trading through the Company are treated as strictly confidential by all personnel involved in the Member's business (including employees, agents and advisors) and are not disclosed to any person other than another of the Members.
2. The Staff may in their absolute discretion refuse to give a price quote to a Member. Refusal will normally only take place where the Staff of S.F. LTD. have reasonable grounds for believing that a Member is using the information to obtain competitive quotations elsewhere, but Staff will be under no obligation to give reasons for refusal. Certain sensitive products are subject to non-quotation or maximum price quotation at the discretion of the Board of S.F. LTD.

Data Protection Privacy Notice

1. Any additional information required under the privacy notice that is not included in this statement can be requested from the Southern Farmers Company Secretary Brigitte Fifield.
2. Personal information requested on the Southern Farmers membership application form is obtained from the applicant to solely facilitate the running of account facilities with the buying group. Credit references are sought and logged against the application from referees named by the applicant.
3. Application forms and references are shared with the board of directors to support the membership application. Delivery addresses, contact details and business opening hours are shared with our group suppliers to enable deliveries to be completed. No sensitive data is processed or held by Southern Farmers about our members and all data stored about any member can be inspected by that member if so requested. Order and account details are stored by the company for the statutory seven years required for accountancy purposes and are then confidentially destroyed.
4. Banking details are kept on a secure software program. Members can at any time request details of data stored and request that it is destroyed. Southern Farmers will delete it from their systems and filing in a timely manner as long as it is legally able to do so. Any personal data breaches will be reported immediately to ICO and the member who's data has been breached.
5. Data is not shared directly with any parties in third countries or international organisations other than when UK based suppliers to Southern Farmers import goods to be invoiced through the group or when they also have internationally based partners, Southern Farmers believes this to have no impact on our members data security as details are shared only with the office or depot receiving and dispatching the order.
6. Southern Farmers does not track members online or by any smart device or by combining data sets. Southern Farmers does not profile members but does manage the membership database by grouping into relevant categories of farming, i.e. sheep, dairy, arable, fruit etc.
7. Southern Farmers strives to provide information in concise, transparent, intelligible and easily accessible format using clear and plain language.
8. Southern Farmers regularly reviews its privacy policy and will inform members of any changes before putting any new data processing systems in place.

Payment Terms

1. Members agree to adhere rigidly to the rule that payments for all goods invoiced must be made within terms. Late payment, including payments declined by the Member's bank, may result in additional administration charges or expulsion from the Group at the discretion of the Board of Directors.
2. Accounts are rendered monthly about the 8th/9th of the month, for goods purchased during the preceding month. Payments are collected by Direct Debit no earlier than the 22nd of the month in which the account is rendered. Account queries should be advised to the office no later than the date shown on the direct debit statement so that the amount to be collected can be amended if necessary.

***Note:** Direct Debit payment is mandatory for all new Members. Where historically a Member has chosen to pay his account by cheque, payment must be in the office no later than 20th of the month in which the account is rendered. Failure to adhere to this rule may result in a requirement for mandatory direct debit payment at the discretion of the Board of Directors.*

3. If a Member is a limited liability Company, S.F. LTD. reserves the right to seek personal guarantees from the Directors of that Company.
4. S.F. LTD. as a Company cannot offer credit to any Member, but a credit facility may be arranged through the office where appropriate. The Company reserves the right to decline invoices for deferred payment at the discretion of the Board of Directors. Any requirement for deferred payment should be advised to the Company Secretary before finalising an agreement with a Supplier.

FIAS Compliance – Purchase of Fertilisers

Added June 2008

1. Third Party Storage

It is the receiving members responsibility to ensure that all fertiliser delivered to their premises is handled and stored in accordance with the FIAS standard regardless of to whom the fertiliser belongs.

2. Haulage

It is the members responsibility to ensure that either they or anyone collecting fertiliser on their behalf fully comply with the FIAS standard in the regard of transport.

Limitation of Liability of The Company

The functions of S.F. LTD. on behalf of its Members are limited to the following:-

1. Obtaining through negotiation with nominated Suppliers a price advantage available to Members entering into purchasing contracts with those Suppliers,
2. Providing an administrative service by grouping sums due from a Member to Suppliers under one monthly invoice and accounting to Suppliers on behalf of the Member accordingly.

Continued

Limitation of Liability: Context of Procurement by Staff:-

The Staff of S.F. LTD. is not qualified to give technical advice regarding requirements.

3. S.F. LTD. does not hold itself out to be or operate as an agent or representative of any Supplier.
4. In consequence the Company cannot be held responsible should a Supplier fail to honour a contract. Any dispute regarding product quality or suitability, late delivery or non-delivery, or any other failing on the part of the Supplier, is subject to the terms and conditions of the individual Supplier and the contract between the Member and the Supplier.
5. Where appropriate, confirmation of order details are issued to Members to ensure that errors are not as a result of actions by the Staff of S.F. LTD. and, in some circumstances, a Member may be required to provide a written confirmation of order.
6. In the event of any goods or services purchased by a Member through S.F. LTD. proving to be defective or of unsatisfactory quality or in any way leading to loss or injury, the Member undertakes as a condition of Membership to bring any claim whether through legal proceedings or otherwise against the relevant supplier and/or manufacturer and not against S.F. LTD. S.F. LTD. shall make every effort to prevent error and shall do their utmost to bring any dispute to a satisfactory conclusion.
7. S.F. LTD. does not undertake to insure goods, plant or machinery purchased or hired through S.F. LTD. and any liability for insurance is the subject of the contract between the Member and the Supplier.

Indemnity

The Member shall indemnify the Company against all damages, costs, expenses and other payments reasonably incurred by it in connection with claims by third parties arising from transactions in goods acquired for the Member.

September 2019.



Instructions to your
bank or building society
to pay by Direct Debit

Southern Farmers Ltd

Please fill in the whole of this form using a ball point pen and send it to:

Windmill Farm,
Rolvenden,
Cranbrook,
Kent.
TN17 4PF

Service user number

7	5	0	9	4	1
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Southern Farmers membership number

--	--	--	--	--	--

Name(s) of account holder(s)

Bank/building society account number

--	--	--	--	--	--	--	--

Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The manager	Bank/building society
Address	
Post code	

Instruction to your bank or building society

Please pay Southern Farmers Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Southern Farmers Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Banks and building societies may not accept Direct Debit instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit guarantee



- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Southern Farmers Ltd will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Southern Farmers Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Southern Farmers Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Southern Farmers Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



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F: 01580241911

Visit: www.southernfarmers.co.uk

Tweet: @SouthernFarmUK

To: The Company Secretary

Southern Farmers Ltd, Windmill Farm, Rolvenden, Cranbrook, Kent, TN17 4PF.

A. Personal Liability Form

– For those applying as a Limited Liability Company or Limited Liability Partnership.

In recognition of the mutual status of the co-operative, we the undersigned, being Directors of Registered Company/Partnership No: _____

Company/Partnership Registered Office: _____

Agree to accept personal liability for the 'debts' of 'The Company/Partnership' to Southern Farmers Ltd in the event of non-payment by 'The Company/Partnership.'

Note: The definition of 'debts' is any outstanding membership account inclusive of administration charges and membership charges and, on a winding up, the guarantee given by 'The Company/Partnership' to Southern Farmers Ltd in the Application for Membership and Limit of Guarantee Form.

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

B. Data Protection Form

– For those applying as a Sole Trader or Non Limited Partnership.

In order to assist us to comply with the Data Protection Act of 1998, Sole Traders or Partners (not Limited Liability Partnerships) are asked to please provide the following information:-

(a) Date of birth of sole trader or partners:

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Thank you. Your co-operation is much appreciated.

Dated: _____



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Please complete all shaded areas and return this with your application form.

To: The Manager, _____ Bank Plc.

Branch address: _____

Dear Sir,

Status Enquiry Request

We request your opinion as to the means and standing of:-

(Name) _____ (Account Number) _____

(Address) _____

and their creditworthiness for normal business engagements to the extent of £ _____

CONSENT

I\We _____ consent to _____ Bank Plc.,

providing a reference to SOUTHERN FARMERS LTD.

Signed _____ Date _____

For and on behalf of:- _____

We, **SOUTHERN FARMERS LTD.** enclose our cheque for £ _____ in payment of your tariff for this service.

Yours sincerely,

Brigitte Fifield

Managing Director & Company Secretary

enquiries@southernfarmers.co.uk



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Southern Farmers Ltd – RDCO Declaration Form

Trading Title: _____ Member No: _____

VAT Registered: YES / NO VAT No: _____

Please provide the trading name registered to this vat no: _____

Registered RDCO

Please provide your RDCO number: _____

You only need to complete this section if you are a registered distributor of controlled oils, have an RDCO number and submit a government return. Registered RDCOs do not need to complete the rest of this form.

If you are not registered as an RDCO, please select the appropriate code for each of your addresses from the selection below and enter on the second page. Where there is more than one use for the product, please select the code that best describes the main use. Where commercial use is other than standard agriculture (code 3) please describe the use e.g. hop/grain drying, coldstore livestock. This form is regarding rebated fuel such as gas oil and kerosene.

Commercial Use

Non-domestic heating oil including ovens & livestock units	1
Other commercial use – e.g. fork lift trucks	2
Agricultural use – e.g. tractors, forestry	3
Transport – e.g. railways, maritime (inc naval establishments, docks & ports)	4
Local Authority – including council depots	5
Auxiliary Engines – e.g. refrigerated transport, cleansing lorries & fairground generators	6

Domestic Use

Domestic – up to & exceeding 3,500 litres per supply	7
Domestic – exceeding 10,000 litres in a 12 month rolling period. Guidance from C&E: 'The rolling 10,000 litre applies per customer, so if there are legal separate entities at one site, it is for deliveries to each legal entity. However, as the rolling 10,000 litre rule only applies to domestic heating, it should be clear who the end user of the oil is. Please see notice 192 for further details. For your information, the minimum level for VAT is 2,300 litres. If you require domestic deliveries above this quantity, a domestic VAT declaration form is available from the office.'	8

You are reminded that if you collect payment in reimbursement of fuel supplied through your membership account it may be necessary for you to register as an RDCO. If you need further guidance please contact Customs & Excise RDCO helpline on 0845 010 9000.

Southern Farmers Ltd cannot be held liable for any information supplied by you on this form, but will be required to pass on this information at time of ordering and may be required to make this form available to HM Customs & Excise officers.

This form which requires information about gas oil and kerosene deliveries and use. Please refer to the notes on page 1 before completing this form and seek guidance from the RDCO helpline if necessary. You can contact them on 0800 010 9000.

Gas Oil: 35 second, tractor diesel, red diesel, therma 35, shell GTL.
Kerosene: 28 second, heating oil, burning oil, paraffin, exocet, glowmax

Please complete for each delivery address for which the fuel is ordered on your membership account. If you need further forms please contact the office.

Address	Postcode	Gas Oil Code	Gas Oil Use	Kerosene Code	Kerosene Use

I declare that the information above is complete and correct.

I understand that orders will be placed by the group office on my behalf in good faith, upon the information given and that I may be asked for verbal confirmation from time to time when ordering.

I confirm that deliveries made to these addresses are paid by my membership account and no reimbursement is collected.

Print Name: _____ Member No: _____

Signed: _____ Date: _____



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Registration Certificate in respect of a premises qualifying for domestic rating on fuel supply.

When completed, please return via post or email.

Name Of Residence: _____

Correspondence Address: _____

Membership Number: _____ VAT Number: _____

Delivery Address (If Different): _____

Please tick the appropriate clause for this address:

- ☐ 1. I am a domestic user and the fuel supplied is solely for domestic use
2. I am a domestic user but have some business use as well
- ☐ a. Domestic use is 60% or more
- ☐ b. Domestic use is 59% or less
3. If you selected 2b please state the percentage of fuel used for domestic use: _____
- ☐ 4. The premises is a charity not being used for business: charity number: _____
- ☐ 5. I am wholly commercial user subject to standard rate VAT

Full Name: _____

- I certify that the information given above is correct and complete
- I undertake to inform you if there is any significant change in circumstances
- I understand that any incorrect statement may make me liable to a financial penalty under the finance act of 1985.

Signed _____ Date: _____

September 2021