



**Instruction to your
Bank or Building Society
to pay by Direct Debit**

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

**LMR,
Louth Park Farms,
Louth Park,
Louth,
Lincs. LN11 7HL**

Originator's Identification Number

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FOR LINCOLNSHIRE MACHINERY RING OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society

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
Postcode


Instruction to your Bank or Building Society -
Please pay Lincolnshire Machinery Ring 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 Lincolnshire Machinery Ring Ltd and, if so, details will be passed electronically to my Bank/ Building Society.

Signature(s)
Date

Reference Number

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 take part in the Direct Debit Scheme.
- The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Lincolnshire Machinery Ring Ltd will notify you 7 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Lincolnshire Machinery Ring Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society.

Please also send a copy of your letter to us.

LMR Method of Operation

1. All transactions and negotiations in connection with LMR must be carried out through the manager responsible to the Board of Directors.
2. When a demander requires work to be done he should contact the manager. Once the manager has received a request for work it is the responsibility of the manager as intermediary, to match up a suitable supplier, notify both parties of the agreement and issue a works order to the supplier.
3. The supplier will contact the demander and arrange details and agree a price, taking into account quality of work, operating conditions and other circumstances. The agreed rate should then be communicated in writing to the manager.
4. The manager must be informed of any breakdown on the farm. The supplier will be given a reasonable length of time (24hrs) to have the machine operational. If the breakdown time appears to be unreasonable the manager may appoint another supplier to complete the work. The initial supplier will be paid for the part of he work he has completed.
5. On completion of the job to the satisfaction of the demander, the works order will be signed by both members. One copy will be retained by each and the top copy sent by the supplier to the Ring Office.
6. The demander will be responsible for damage to the suppliers machinery if caused by neglect, e.g. damage by foreign body to combine.
7. Members shall have a current account at a bank and give authorisation to LMR for the manager to arrange payment of the completed work by variable direct debit/credit.
8. The demander will be invoiced for the completed work, either on the 15th or the last working day of the month. Provided that no query is received he will be charged by direct debit from his bank account twenty days (or next working day) from date of invoice.
9. The supplier will be paid by direct credit to his bank account twenty-seven days (or the next working day) from the date of invoice.
10. Under Customs and Excise rules governing self-billing it is forbidden for members to invoice other members for work done through the Ring.
11. Both supplier and demander will each pay a levy of 1.75% on the agreed contract to cover the cost of administration. The Board can vary the amount of the levy as necessary, such variation being notified to members before implementation. The Board reserves the right to debate individual member's rates subject to conditions deemed appropriate.
12. The commission levy of 1.75% will be reduced to 1% where the demanding and supplying members agree to and sign a three-year contract.
13. **DISCLAIMER** – In arranging contracts between demander and supplier LMR at all times acts as an intermediary and not as a principal. The supply of goods and services, and any representations or warranties relating to the supply, is a matter of direct contact between the supplier and demander and the Ring cannot be held liable for any breach of contractual warranty or condition or any misrepresentation by either party to an agreement.
14. LMR will take reasonable care to ensure the requirements of a demander are suitably met. However it is the sole responsibility of every demander to ensure that the machinery/personnel supplied are appropriate to the work requested.
15. LMR and it's Directors, employees and members are not responsible for any default in payment by a demander or for any damage or loss caused by/to either supplier or demander. In the case of a sale through the Ring is is the responsibility of the Demander to satisfy themselves that the supplier has good title to the goods being sold.
16. **COMPLAINTS** All complaints regarding transactions between members must be made to the manager of the Ring and confirmed in writing. If no satisfactory settlement can be arranged, it is the member's right to represent the case to the Board at the Next Board meeting where the Directors decision will be final.

LMR Membership Regulations

1. Each individual member, farming partnership or company wishing to become a member of LMR will initially purchase one share at the nominal value of £40, for which a share certificate will be issued. The cost of the share is non-returnable. An annual subscription is payable. With the amount being determined by the Board of Directors.
2. Members must be approved by the Board.
3. In the event of the Ring accepting a grant or loan from anybody, the members of the Ring bind themselves to accept the rules and/or conditions attached to the grant or loan.
4. Members are obliged to offer their spare capacity initially to the Ring and to cover their own additional demand for services initially from the Ring.
5. All inter-member work sourced after joining the Ring **MUST** go through the Ring payment system whether initiated by the LMR managers or by the members themselves.
6. LMR does not guarantee any supplier member that it will be able to secure work for them, nor is any member duty bound to quote or work for any other member.
7. LMR does not guarantee any demander member that a request can be satisfied.
8. Demander members are always free to say whom they do and do not wish to be the supplier.
9. All members who wish to carry out work for LMR (suppliers) **SHOULD ENSURE THAT THEIR INSURANCE POLICIES ANR EXTENDED TO COVER CONTRACTING.** This is to include the use of tractors, other vehicles and equipment as well as an **EXTENSION TO THEIR EMPLOYERS AND PUBLIC LIABILITY INSURANCE.**
10. Demanders who hire in self-propelled vehicles need to make adequate insurance arrangements. If the machine has been hired in without operator, the demander must prove that cover is in place before collection/delivery by faxing/posting a copy of the cover note to the Ring Office and to the supplier. All suppliers should ensure policy wordings cover them for the said hire. All demanders should ensure the cover notes are specific to the line of work tended for the machine (i.e. work off the farm should be specified.).
11. All members who wish to have work done (demanders) should have **ADEQUATE EMPLOYERS AND PUBLIC LIABILITY INSURANCE.** The minimum requirement is two million five hundred thousand pounds.
12. It is the responsibility of the supplier to ensure that the equipment is mechanically sound and fit for its purpose, that it is fully guarded to comply with Health & Safety legislation and **ALL WORK CARRIED OUT COMPLIES WITH CURRENT LEGISLATION.** Where machinery is supplied with an operator, it should be noed that there are formal mutual obligations between supplier and demander relating to the safety of the premises, equipment and operating systems. Further details should be obtained from the Health and Safety Executive.
13. A supplier who wishes to provide a crop spraying service, or other service covered by FEPA legislation must ensure that the operator possesses a "Certificate of Competence"
14. The membership list, service list and all other information concerning the Ring and its members is covered by the Data Protection Act and cannot be used for any other purpose.
15. Members undertaking work that requires certification are reminded that they should ensure that they and their operators hold the appropriate certificates.
16. The Board of Directors reserves the right to terminate any individual's membership if in breach of the LMR regulations and/or method of operation.