



## Lincolnshire Machinery Ring Ltd (LMR)

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Vat Reg No: 555 6716 16 Company Reg No: 27398R

### APPLICATION FOR MEMBERSHIP

Trading Name: ..... Established: .....

Address: .....  
.....  
.....

Postcode: .....

Contact Name: .....

Telephone: ..... Fax: .....

Mobile: ..... Email: .....

VAT Reg No: ..... Company Reg No: .....

Please give the names of all the business' partners or directors.

1. .... 2. ....

3. .... 4. ....

I/We hereby apply to be admitted as a member of Lincolnshire Machinery Ring Ltd (LMR) and request that one share of forty pounds (£40) be issued. (No money required until invoice issued)

I/We enclose a Direct Debit Mandate (obligatory) and agree that £40 be direct debited by LMR following receipt of this application.

I/We understand that the Board of Directors retain the right to refuse membership, without giving a reason.

In such a circumstance the share and any membership monies received would be refunded.

I/We also agree to pay the subscription of £95 plus VAT to LMR annually. This will be invoiced on the 31st May each year for the subscription period commencing the 1st June.

I/We have read, and undertake to be bound by LMR's rules and operating regulations. Specifically, LMR agrees to issue self-billed invoices as pre-scripted for all supplies made until such time as membership ceases. These may be modified from time to time and members will be notified in writing.

### Insurance

I confirm that I have current insurance with: .....

Level of Public Liability held is £..... (Please notify LMR of any significant changes)

### VAT Information

This is to confirm that the above named **\*sole trader / partnership / limited company** is registered for value added tax purposes. (**\*Delete as appropriate**)

I agree to accept self-billing invoices raised by LMR until membership ceases.

I agree to not raise invoices for the transactions covered by this agreement.

I agree to immediately notify changes to VAT registration details or business circumstances.

Signed: ..... Date: .....

LMR was recommended to me by (LMR employee's name / LMR member's name / Advertisement / Etc)

LMR acts as intermediary and not as principal or agent in organising contracts between LMR members.

## 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 the 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 LMR 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 for 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 debit 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 LMR.
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, LMR 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 that 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 LMR, it 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 LMR 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 LMR accepting a grant or loan from anybody, the members of LMR 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 LMR and to cover their own additional demand for services initially from LMR.
5. All inter-member work sourced after joining LMR MUST go through the LMR 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 ARE 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 LMR Of free 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 noted 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 FEP A legislation must ensure that the operator possesses a "Certificate of Competence"
14. The membership list, service list and all other information concerning LMR 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.