

PM Joseph Ltd - Terms & Conditions of Business

1. Services supplied

1.1 The Services supplied by PM Joseph Ltd are on a job by job basis.

1.2 Termination of services can be affected at any time, by mutual consent.

2. Obligations - PM Joseph Ltd

2.1 PM Joseph Ltd shall use reasonable endeavours to manage and/or provide the Services, and to deliver the Services to the Farmer, in accordance with all material respects with the specified requirements at the agreed address.

2.2 The Services shall be performed by the employees of PM Joseph Ltd and / or approved and appropriate sub-contractors however PM Joseph Ltd shall be responsible for the work of a sub-contractor to the same standard as agreed.

2.3 If PM Joseph Ltd.'s performance of its obligations is prevented or delayed by any act or omission of the Farmer, its agents, sub-contractors, consultants or employees, PM Joseph Ltd shall not be liable for any costs, charges or losses sustained or incurred by the Farmer arising directly or indirectly from such prevention or delay.

2.4 PM Joseph Ltd shall use reasonable endeavours to meet any specified dates but they shall be estimates only and time shall not be of the essence for the performance of the Services.

2.5 PM Joseph Ltd, all employees and sub-contractors shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements.

2.6 PM Joseph Ltd, shall provide all labour, tools, equipment, and machinery, necessary to carry out its obligations, having regard to the character and situation of the land and any farming practices.

2.7 Fuel is supplied by the Farmer where specified.

2.8 PM Joseph Ltd shall operate in accordance with accepted methods and good practice where applicable. PM Joseph Ltd shall only conduct any operation if weather and/or ground conditions allow them to be undertaken without causing undue/significant damage to the land or vegetation, unless instructed otherwise by the Farmer. As a result, it may affect the ability to meet any deadlines agreed without limitation and any such deadlines may be extended in any of the following circumstances:

(a) there is inclement weather, especially when there is moderate or heavy rain, when the ground is frozen or almost frozen, the ground is too hard or there is high wind.

(b) Any applicable deadline shall automatically be extended up to the date when it is possible for the continuation of the services to be provided.

2.9 If PM Joseph Ltd is prevented or delayed by any act or omission of the Farmer, its agents, sub-contractors, consultants, or employees, PM Joseph Ltd shall not be liable for any costs, charges or losses sustained or incurred by the Farmer arising directly or indirectly from such prevention or delay.

2.10 In consideration of the provision of the services supplied they shall be on a time and materials basis, a fixed price basis, hourly / acreage basis, or a combination of these. All charges quoted to the Farmer shall be exclusive of VAT, which shall be added to the invoice at the proper rate, where applicable and the invoice will be submitted on conclusion of the job.

2.11 Without prejudice to any other right or remedy that it may have, if the Farmer does not pay on the due date, PM Joseph Ltd may:

(a) suspend all services until payment has been made in full; and

(b) require the Farmer to pay in advance for any further services which have not yet been performed.

2.12 PM Joseph Ltd shall not be liable for:

(i) loss of profits; or

(ii) loss of business; or

(iii) depletion of goodwill and/or similar losses; or

(iv) loss of predicted savings; or

(v) loss of goods; or

(vi) loss of contract; or

(vii) loss of use; or

(ix) any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.

2.13 PM Joseph Ltd keeps membership of the National Association of Agricultural Contractors.

2.14 PM Joseph Ltd holds public and employer liability insurances. The total liability, (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the sum of £1,000,000.00 (one million pounds) or the figure for liability insurance specified from time to time by the National Association of Agricultural Contractors if that is different.

2.15 Nothing in these Terms and Conditions limits or excludes the liability of PM Joseph Ltd:

(a) for death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by the Farmer as a result of fraud or fraudulent misrepresentation by PM Joseph Ltd.

2.16 PM Joseph Ltd shall have no liability to the Farmer if it is prevented from, or delayed in performing its services or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of PM Joseph Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of PM Joseph Ltd or sub-contractors or disease whether of livestock, crop, plants or affecting the address.

Obligations - The Farmer

- 2a Shall co-operate in good faith with PM Joseph Ltd in all matters relating to the Services.
- 2b Provide PM Joseph Ltd, its agents, sub-contractors, consultants, and employees, in a timely manner and at no charge, with access to the agreed address and the facilities as needed.
- 2c Be responsible (at its own cost) for preparing and keeping the relevant parts of the Premises for access to and allowing the supply of the Services.
- 2d Provide to PM Joseph Ltd, in a timely manner, such in-put material and other information including the specified requirements including maps, as is needed and ensure that it is accurate in all material respects.
- 2e Inform PM Joseph Ltd of all health and safety rules and regulations, any reasonable security requirement that apply or restrictions that affect the address or are in close proximity to it.
- 2f Shall inform, before PM Joseph Ltd commences any service, of any dangers or hazards, whether hidden or not, buried pipes, cables, or other objects and/or any plant, fixtures, fittings, equipment, or other items which are fragile or vulnerable to damage and which are likely to be encountered during the performance of the services. The Farmer acknowledges and agrees that, while PM Joseph Ltd will take the utmost care to avoid damage to such items and to observe such agreements, PM Joseph Ltd cannot guarantee the same.
- 2g Supply field maps for any land to be worked and highlight any areas of interest, concern or subject to any scheme rules / agreement restrictions or conditions that relate to or affect the address or the supply of the services.
- 2h Inform PM Joseph Ltd if the public or children have access to the address.
- 2i Ensure that all Farmer's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements.
- 2j Obtain and maintain all necessary licences, consents and records to comply with all relevant legislation in relation to the services, in all cases before the service commences and if necessary during, with the relevant Government Agency / Authority.
- 2k Shall keep any equipment left at the address by PM Joseph Ltd, safe, and secure. Equipment shall not be disposed of. Equipment shall not be used unless agreed in advance and be comprehensively insured maintained in good condition and report any defects
- 2l Ensure that the Farmer's staff and agents co-operate with and assist with PM Joseph Ltd.
- 2m Shall be responsible for the care of all plants and/or livestock at all times after the services have been performed.
- 2n Services supplied shall be paid for in full by the date stated on the submitted invoice, usually 30 days from the invoice date.

3. Code of Ethics, Governing Law and Jurisdiction

- 3.1 Both parties agree to observe the highest standards of ethics and integrity during the period services are provided and follow a basic code of behaviour as listed below:
 - (a) disclose information to its employees, officers, representatives, advisers, agents, or sub-contractors who need to know such information for the purposes of carrying out their obligations in relation to the Services provided; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
 - (c) observe and respect any Policies of either party.
 - (d) maintain honest and fair dealings at any time.
- 3.2 Nothing in these Terms and Conditions shall limit or exclude any liability for fraud.
- 3.3 A person who is a third party to PM Joseph Ltd and/or the Farmer shall not have any rights under or in connection to the services provided.
- 3.4 These Terms and Conditions are governed by and construed in accordance with UK Law and the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the services supplied, its subject matter or formation (including non-contractual disputes or claims).