

## **Terms & Conditions**

These terms and conditions set out the contract upon which NFU (“we” or “us”) have agreed to supply the NFU Farmer & Grower, Partner, Family, Retired, membership to NFU members (“you”). On becoming or renewing as a member of NFU, you accept these terms and conditions and you provide us with consent to handle your Personal Information in accordance with clause 4.

### **Contracting Party**

The membership is a subscription between You and Us, this will be fulfilled by the National Farmers Union.

#### **1. Membership Benefits**

Membership of the NFU will provide you with a wide range of benefits. We reserve the right to change, amend or withdraw the benefits that apply to NFU Membership at any time. The external provider of any benefit included within your membership package will have absolute discretion in relation to the provision of their goods/services. Membership of the NFU does not guarantee that the external provider will accept an application from a member for the provision of their goods/services. Goods/services supplied by an external provider will be subject to the provider’s own terms and conditions. We do not accept any liability for any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees.

We accept no liability for any advertisements in the publications you may receive from us or on our websites or other NFU literature for goods or services that the advertisers provide or claim to provide and You will be subject to the advertisers own terms and conditions. We accept no liability for any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services.

The NFU have a facility available to members to enable only authorised users access to certain membership benefits. The member may nominate to the NFU up to a maximum of four (4) users. These nominated users may be changed upon notification to the NFU. Authorised users, or changes of, will be confirmed in writing by the NFU. If you would like to take up this option please contact NFU CallFirst on 0370 845 8458 with your membership number.

#### **2. Cancellation and Refunds**

Your NFU Membership is an annual agreement commencing on 1<sup>st</sup> November each year, when a legally binding contract will be formed. Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel them. If you do not have a Direct Debit agreement your renewal notice will show your annual subscription and request payment either by cheque, credit card or Direct Debit agreement.

If you wish to cancel your membership subscription without incurring any penalty you must provide 14 days notice informing us of your intention to cancel prior to the renewal date on 1<sup>st</sup> November. This notice should be provided directly to NFU at the address detailed in clause 7. No refunds will be provided unless the notice requirements are complied with.

Once renewal of your membership has occurred, it will be possible to cancel your membership, but NFU are not obliged to offer a refund and you will still be liable for any outstanding sums due to NFU for your annual membership within 14 days of cancelling your annual membership.

### **3. Price Information**

For membership subscriptions renewed via NFU CallFirst, post or a group office the Price displayed on an application form will prevail, for new membership subscriptions the price quoted by an NFU representative will prevail.

You can either make a one-off payment for a one year membership subscription or make on-going direct debit payments. NFU reserves the right to increase the price of the membership subscription on an annual basis.

You will be informed of any price increase within your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible. If you are informed of the error prior to becoming an NFU member or prior to your Direct Debit being taken or of you confirming your membership renewal by paying for it, you will have the option of reconfirming your membership at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you have already paid for your membership subscription at the incorrect price, it will be honoured.

### **4. Use of Personal Information**

Our Privacy Policy sets out the basis on which we collect and use personal information about you as part of our activities.

The Privacy Policy describes in detail who is responsible for the personal information that we collect about you, what personal information we collect, how we will use such personal information, who we disclose it to and your rights and choices in relation to your personal information.

You can access a copy of the Privacy Policy here [https://www.nfuonline.com/nfu-online/about-us/gdprprivacynotice\\_v5\\_2019pdf/](https://www.nfuonline.com/nfu-online/about-us/gdprprivacynotice_v5_2019pdf/) or contact CallFirst on 0370 845 8458 and our advisers will happily send you a copy.

You can also find further information on your data rights from the Information Commissioners Office here <https://ico.org.uk/> or via their helpline 0303 123 1113.

### **5. Governing Law and Jurisdiction**

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

### **6. Entire Agreement**

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and NFU.

### **7. Queries**

If you have any queries or comments about your subscription please contact our customer services team:

Telephone: 0370 6060 525 or 0370 845 8458

Email: [membership@nfu.org.uk](mailto:membership@nfu.org.uk)

Post: NFU DAT, Agriculture House, Stoneleigh Park, Stoneleigh, Warwickshire, CV8 2TZ

### **8. Complaints Procedure**

At the NFU we aim to give you the best customer service possible. But if you feel we've fallen short of this, please let us know. We'll work with you to put things right and we'll always try to use your feedback to improve our service where we can. Full details of the

procedure can be viewed on the NFU website <http://www.nfuonline.com/home/complaints-procedure/>

#### **9. Variation**

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding on you.

#### **10. Liability**

##### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS SET OUT IN THIS CLAUSE**

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider including that of any advertiser in the magazine or on the website or other NFU literature. We undertake no liability and give no warranty or guarantee to deliver the membership benefits however our best endeavours will be used to ensure that they are delivered.

Our liability to you in the event of publications being lost in dispatch shall at our discretion, be limited to the replacement of the missing issues. Every reasonable effort is made to ensure the accuracy of our publications both in print and online at the date of publication; however neither the NFU nor the authors can accept liability for errors and omissions within the publications. Views expressed are not necessarily those of the NFU. The articles are intended for general information only and do not constitute legal or professional advice, readers should ensure they receive separate, detailed advice regarding their own particular circumstances.

Information obtained via NFU helplines (including but not limited to CallFirst), NFU meetings, seminars or training sessions is general information and restricted to any information supplied to us. The comment and options given in relation to information supplied is limited to this information in isolation and takes no account for any other information.

Subject as set out in the final paragraph of this section:

- (a) we shall not be liable to you, whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any loss of profit, loss of sales, loss of savings, loss of contract, or any other indirect or consequential loss arising under or in connection with our contract with you to provide membership of the NFU and all membership benefits appropriate to your membership category;
- (b) our total liability to you for all other losses arising under or in connection with the contract with you to provide membership of the NFU and all membership benefits appropriate to your membership category, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £50,000.

The limitations and exclusions set out above have been set considering the insurance cover we hold and the higher cost of equivalent services in the market. You agree that you are responsible for making your own arrangements for the insurance of any excess loss.

Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or that of any of our employees or for fraud or fraudulent misrepresentation. If you are deemed to be treated as a consumer then these terms and conditions shall not affect your statutory rights.

### **11. Magazine Delivery**

We will deliver any magazines to the address you notify to us when you have made a successful application to become a member of NFU. Please allow 14 days from receipt of the letter confirming your membership for delivery. You agree that we will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us. To formally notify of any changes of address this must be supplied in writing to our email address or the postal address stated in Clause 7 and we recommend you retain proof of delivery.

### **12. Delay in delivery and non-delivery of your Magazine**

We will not be liable to you for any delay in delivery or non-delivery of magazines in the following circumstances:

12.1 Where the issuer of your payment card refuses to authorise payment for your NFU Membership to us.

12.2 Where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes, terrorism or malicious damage involving employees.

### **13. What we expect from our Members**

We are committed to dealing with all customers fairly and impartially and to providing a high standard of service and we do our best to provide you with the services you need, when you want them. When you contact or communicate with us (face to face, by phone, by letter or online), our staff will be polite to you and will expect the same from you. However, we do not expect our staff to tolerate behaviour by customers which is clearly unacceptable (e.g. abusive, offensive or threatening). If you do not treat our staff with respect we may, in order to maintain our service standards suspend you from accessing certain membership benefits or change the ways in which you can communicate with us.

### **14. Third party rights**

A person who is not a party to the membership subscription shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

### **15. Constitutional rights**

By agreeing to become an NFU member you agree to be bound by the NFU constitution. For a copy of the constitution please see: [https://www.nfuonline.com/nfu-online/governance/nfu\\_constitution\\_240619/](https://www.nfuonline.com/nfu-online/governance/nfu_constitution_240619/)

### **16. Inter-member disputes**

When a dispute arises between two Farmer and Grower members of the NFU, and both turn to the organisation for help, the NFU will try to treat members fairly and even-handedly. In this situation we may deal with it in accordance with our inter-member disputes policy, covered within Business Guide 210.

### **17. Reputation**

You understand and recognise that as a member of the NFU, your actions and activities reflect on the NFU and other NFU members. You agree to act in a lawful manner and the NFU reserve the right to terminate your membership if you are found guilty of a criminal offence or have a civil judgment against you.

#### **18. Complaints about solicitors**

Solicitors employed at the NFU are regulated by the Solicitors Regulation Authority. If your complaint is about one of our solicitors please allow us 8 weeks to consider your complaint. If we are unable to resolve it with you then you can take your complaint to the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from solicitors.

There are time limits for referring matters to the Legal Ombudsman. You have up to six months to refer your complaint after we have dealt with it through our complaints' procedure. You can refer a complaint if the matter which you wish to complain about happened on or after 6 October 2010 or which you became aware of after 6 October 2010.

If you would like more information about the Legal Ombudsman, their contact details are as follows:

Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call 0300 555 0333 between 8.30am to

5.30pm Email

[enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

The Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ