



THAMES & KENNET MACHINERY RING LTD

RING REGULATIONS and TERMS & CONDITIONS

1. All members who intend to carry out work through the Ring should ensure that their insurance policy is extended to include all work carried out for other members. Any plant hired through the Ring without an operator must be insured for all risks by the Demander. Ultimately it is up to the owner of the Tractor/machinery to satisfy him or herself that their equipment is adequately insured.
2. The Demander should have full insurance cover for employers' and public liability. The level of cover required is a minimum of five million pounds.
3. Every member must ensure that adequate insurance cover is held throughout the period of ring membership. The member's insurance must cover the activities supplied or received in connection with membership of the Ring. The member undertakes to inform the Ring of any circumstances which alters the insurance cover expressed within the attached Statement of Insurance.
4. The Demander will be responsible for damage to Supplier's machinery if caused by neglect. Those members who operate terms and conditions over and above those of Thames and Kennet Machinery Ring, should obtain a signature to such terms from the Demander or his agent agreeing to all such terms and conditions at or before the delivery of the equipment.
5. It is the responsibility of the Supplier to ensure that equipment is mechanically sound and fit for its purpose and that it is fully guarded to comply with health and safety legislation in force at that time. Machine operators, stockmen and other workers should have received adequate training.
6. The Ring is not responsible for any default in payment by the Demander, or damage caused by the Supplier. Neither the Ring nor the Manager guarantees nor warrants the compliance of the Supplier with this or any other rule. In case of a sale through the Ring it is the responsibility of the Demander to satisfy themselves that the Supplier has good title to the goods being sold.
7. The Manager must be notified immediately of any breakdown. The Supplier will be given a reasonable length of time for repair but, if necessary, the Manager may arrange for another Member to complete the work. Suppliers will only be paid for work completed.
8. All complaints regarding transactions between Members must be made in writing to the Manager for arbitration. If no satisfactory settlement can be arranged it is the Member's right to present his complaint at the next Meeting of the Machinery Ring Board. All members' complaints as to the general management of Ring business can be raised with either the Chairman. If verbal agreement cannot be reached a written statement is to be sent to the Chairman, with the relevant information, for discussion at the next Board meeting. Decisions of the Board are final.
9. Members must sign a variable direct debit mandate on joining the Ring. The variable direct debit system is to be used for all transactions.
10. The agreed Work Schedule should be sent to the Ring Office on completion of the work, this schedule must be received by the Manager before an invoice can be raised. The Demander's account will be debited twenty one days from the invoice date. The Supplier will be credited within twenty eight days of the invoice date, subject to prior collection from the Demander. A supplier, however may raise a schedule for interim payments where the period of hire exceeds fourteen days. Payment conditions will be as Final Works Schedules.
11. The Machinery Ring will charge a levy for work done by Members for Members. Two per cent (2%) will be paid by the Demander and two per cent (2%) by the Supplier.
12. Work will be undertaken at the Guide Price as established from time to time by the Ring Directors, unless prior agreement for a different rate has been reached between the members concerned. The Ring Manager should be consulted on any proposed change, but must in all cases be informed when agreement has been reached.
13. All transactions and negotiations in connection with the Machinery Ring must be made through the Manager who is responsible to the Board.

14. An annual membership fee of an amount to be set by the Board is payable by each Member. The Manager will inform each Member of any change in the annual Membership fee one month before such Member's due date for payment. The due date for payment will be the anniversary of the Member's admission to the Ring. The Board may terminate the Membership of any Member who fails to make payment of his fee by the due date. Membership renewal will be made by direct debit.
15. The Rules of Thames and Kennet Machinery Ring Limited may be consulted by any Member on prior application to the Manager.
16. Members undertaking work that requires certification are reminded that they should ensure that they and their operators hold the appropriate certificate. Members are also reminded that they must be aware of and comply with all the relevant requirements of health and safety legislation. In particular, where machinery supplied with an operator, it should be noted that there are formal mutual obligations between supplier and demander relating to the safety of premises, equipment and operating systems. Further details should be obtained from the Health and Safety Executive.
17. The Ring acts only as an intermediary. The supply of goods and services, and any representations or warranties relating to that supply, is a matter of direct contract between the Supplier and the 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.

18. **Does all my work have to go through the Ring?**

It is expected that any new work where both parties are ring members would be put through the Ring. The strength of the Ring depends on the commitment of the members. Continued membership of the Ring is pointless if moonlighting occurs. Where there is a long standing arrangement in existence prior to the Ring formation the work can continue without reference to the Ring, but it is hoped where both parties are members that the work would be put through the Ring.

19. **BAD DEBT PROCEDURE**

- a. If a Direct Debit payment is refused by the member's bank, the Ring Manager will contact the Member who has defaulted on payment and ascertain the reason for non-payment. The TKMR Board and the Supplier will be advised accordingly by email.
- b. The standard procedure will be to re-collect the money as part of the next planned collection.
- c. If payment is obtained on second collection then no further action will be taken. If the debtor has money coming in from work carried out then this will be used to contra the debt.
- d. If Member is not able to offer assurances of payment and/or Payment defaults at second collection then:
 - i. Provision of further services through the Ring will be suspended. The member will be requested not to carry out any transactions as a Demander via TKMR unless such transactions have been pre-authorised by the Ring manager. This will be confirmed to the member in writing and by email.
 - ii. If the member continues to book transactions via TKMR without the express permission of the Ring Manager then the membership will be advised that the account is on Stop via email.
- e. Any Direct Debit (DD) presented that is not cleared by the bank is liable for a £50 admin charge. This will be invoiced weekly at close of business.
- f. Interest will be charged on late payments at the statutory rate which is currently 8% plus the Bank of England base rate.
- g. The Directors reserve the right to terminate a Membership in the instance of repeat non-payment of account.
- h. Allocation of work may be affected by non-payment of accounts.