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MEMBER APPLICATION PACK

INTRODUCTION

Borders machinery Ring (BMR Ltd), the first Machinery Ring to be formed in the UK in February 1987 by 23 farmers and contractors, has the aim of rationalising labour, machinery and input costs.

We are based in our office in Earlston but cover a geographical area from Lanark to Berwick and Edinburgh to Alnwick.

Since 1987, BMR has grown to offer its members a constantly increasing range of benefits to help sustain and improve business viability. Currently, we have over 1010 members and an annual turnover of over £6 million.

The ring concept is simple. We work to match a shortage of machinery and labour capacity on some farms with a surplus on other farms. For a supplier, this form of “contracting” reduces the major costs of machinery ownership – interest and depreciation – on a per acre or per hour basis. Conversely the Demander does not need to own the entire range of machinery required on his farm, thereby reducing his fixed costs. Most members are Suppliers of some operations and Demanders of others, allowing them to more fully utilize the machinery they own.

ADVANTAGES OF BMR MEMBERSHIP

- Members make only one call to arrange a supplier for anything from fuel top up to contracting & labour services.
- Access to a vast pool of machinery and labour.
- All invoicing, payments and credit transfers are taken care of.
- Competitive prices on many farm supplies & sundries.
- A replacement can be brought in at short notice in the case of a breakdown, or emergency.
- Access to a wide range of training courses.

MEMBERS RESPONSIBILITIES

- To get your worksheet into us as soon as you've completed a job, to assist your cash flow
- To inform us if a supplier has approached you directly
- To make sure you have appropriate insurance cover
- To plan ahead and give us time to arrange jobs, although we can arrange work at very short notice
- Give us the first chance with anything!!!

WHAT WE CAN OFFER YOU

- A full range of machinery, contracting or self-hire.
- Labour, both skilled and casual, long and short term.
- Commodities (Fuel, Fertiliser, Feed, Tyres, Fencing, Building Supplies etc)
- Utilities (Electricity, Bulk Gas, Mobile Phone Contracts)
- Training (Chainsaw, Forklift, Spraying, Pest Control and many more)
- Recycling

HOW WE WORK

The office procedure is simple; when you become a member of the ring you will receive a work schedule book. On completion of a job, the supplier completes a worksheet with as much information as possible and posts or faxes into the office. You can also submit an electronic copy on our website at www.ringleader.co.uk That's your job done; the rest is up to us!

On receipt of the worksheet, we invoice it very quickly for you! Invoicing is done every Monday. You should receive your supplier or demander invoice copy 2 to 3 days later - (please check it mistakes do happen!). Nineteen days after the invoice date, we take the money from the demander by direct debit and a further 14 days after that, providing there has been no queries, we pay the money straight into the suppliers account.

HOW MUCH IT COSTS TO JOIN

Full Membership (All businesses are in this category)	£200 + VAT
Private/Associate Membership (Private householders or second memberships)	£80 + VAT
Labour Membership (Self-employed labour suppliers)	£100 + VAT
Share Holding on Joining	£1

BORDERS MACHINERY RING LTD OPERATING RULES

The Borders Machinery Ring is contracted solely as an agent to arrange inter-member contracts, to maintain a membership database of services available from members, to operate a system of payment in respect of inter-member contracts and to carry out other activities to expand and develop the Ring about which members will be informed from time to time.

Please note: "Manager" refers to BMR Manager(s) and/or appointed BMR managing agent(s).

1. In order that information is made available to the members quickly and clearly a list of available machinery with a guide price list will be circulated annually and a newsletter will be sent out on a regular basis.
2. When a member requires work to be done (a Demander) he should contact the Manager of the ring as soon as possible. Once he has received a request from a demander, it is the responsibility of the Manager to match up a member to supply the services (a Supplier) and to notify them of their commitment.
3. Suppliers must ensure that their insurance policy provides adequate cover for both contracting and hire machinery. For agricultural and forestry contracting and machinery hire a minimum public liability and third party cover of £5,000,000 is required. New forestry contracting members are required to complete a Contractor Assessment (CA) form and submit the documents required by the CA form to BMR.
4. Demanders must ensure that their insurance policy is covered for any property hired through BMR. All Demanders and Suppliers are required to have the necessary employer's liability cover required by law.
5. It is the responsibility of the Supplier to ensure that equipment is mechanically sound and fit for its purpose. Suppliers must ensure that machinery and equipment is insured for agricultural contracting and non-agricultural use if required.
6. The Manager must be notified immediately of any breakdowns on farm. The Supplier has a reasonable length of time (seven hours max.) to have the machine operational again. If for any reason the repair is going to take longer then the Manager may appoint another member to complete the work. The Supplier will be paid for that part of the work which, he has completed, as determined by the Manager.
7. The Demander will be responsible for damage to the Supplier's machinery if proven to be caused by neglect or bad husbandry of the Demander or his family or employees.
8. When a job is completed to the satisfaction of the Demander a schedule of the work undertaken is prepared and signed by the Demander and the Supplier. The Supplier returns the schedule to the Manager. If copies are not signed, the Supplier must in every case send a copy to the Demander.
- 9a. Members must have a current account at a bank together with authorisation for the Ring to use this account as regards payment for work done among the members by variable direct debit and credit. Any direct debit returned unpaid to the Ring will incur a £25 charge to cover administration and bank charges. Interest at 2% above base rate will be charged on all overdue accounts.
- 9b. The Demander will be debited 19 days from invoice date with the Supplier being paid by ACP 33 days from invoice date, provided payment is from a member. (This excludes Buying Group and Labour transactions.)
- 9c. It is the responsibility of the member to inform the machinery ring office as soon as possible of any changes to bank account details. Likewise, should the trading title of a company change, the machinery ring office should be informed immediately.
10. Members must have a current account at a bank and give authorisation for the Manager of the ring to use this account as regards payment for work done among the members, by variable direct debit and credit. At the discretion of the BMR Board, members can be accepted who opt to always pay on the due date by ACP - the direct bank to bank automated payment BACS system.
11. **BMR is available as a factoring service for invoice production and debt collection for members. In each case BMR will operate under an agreed and signed annually reviewable contract.** Each contract will always stipulate that BMR acts as an Agent on their behalf and will have no liability for bad debt, and will not pay the member until paid itself by the member's customer.

12. BMR will charge commission as laid out in the current handbook.
13. Any arrangement made between members for the use of equipment, or the sale or purchase of any other goods or services will constitute a contract between the members in which BMR is not a party and carries no liability or responsibility on BMR in the event of non-payment or default of any kind. **BMR acts as an agent and not as a principal.**
14. Unless otherwise stated, all work/services provision is carried out at an agreed rate between Supplier and Demander as laid out in the current handbook. Alterations in price due to operating conditions, quantity of work or any other circumstances may be negotiated, in which case this should be agreed with and/or notified to the Manager before work is started.
15. All Ring prices quoted in the current Handbook are a guide only. Members are able to ask the manager to obtain a quote for any service in the current Handbook.
16. Members should give BMR, in the first instance, the chance to satisfy a demand which, is listed in the guide price list as BMR available service or supply.
17. BMR does not guarantee any supplier member that it will be able to arrange contract work and/or commodity sales for them.
18. All inter-member contract work and/or commodity sales arranged by the Manager must go through the BMR payment system. BMR reserves the right to retrospectively charge commission if this is not complied with. BMR Manager will only deal with contract and commodity purchase quotes and requests from BMR members or prospective members.
19. Demander members are always free to specify to whom they want to be given the first chance to become a Supplier. They are also free to say whom they don't want.
20. No member is duty bound to quote, do work for, or sell goods to another member.
21. Members are free to carry on contract work with non- ring customers.
22. Any two or more ring members who have a pre-ring working agreement will be able to have this continued in ring work allocation.
23. Members can use BMR as a source of sub-contracting for work to non-ring customers, the demander member will collect his own bill through his normal invoicing routine, and the supplier member will be paid through the BMR system.
24. All transactions and negotiations in connection with BMR must be made through the Manager who is responsible to the Board of Directors of BMR.
25. In the event of disputes between members arising out of any of the Operating Rules all members agree to the following procedures:
 - (i) The Manager will be asked to negotiate a settlement.
 - (ii) If no settlement is agreed under (i) above the Chairman will be asked to negotiate the settlement.
 - (iii) If no settlement is agreed under (ii) above, the matter shall be referred to an Arbiter who shall be a member of the South of Scotland and Border Valuers' Association and will be appointed on the application of either party by the Chairman of BMR; the Arbiter will be entitled to hear parties, to take such expert and legal advice as he, in his sole discretion, may deem necessary, to order work to be done or redone, to order remedial work to be done, to assess and award compensation or damages, and to apportion between parties the cost of any work done and the expenses of and related to the arbitration; the Arbiter's Decree or Decrees, interim or final, shall be final and binding and no appeal shall be competent or made to any Court in terms of Section 3 of the Administration of Justice (Scotland) Act 1972.
26. Any matters arising from the management of BMR will be raised by the Chairman, whom on failing, the Vice Chairman of the Ring, whose determination shall be final.

BORDERS MACHINERY RING LIMITED

MEMBERSHIP APPLICATION: PART ONE

TRADING TITLE: _____
(or name if you are applying for a Labour or Private Membership).

CONTACT NAME / COMPANY REPRESENTATIVE : _____

ADDRESS: _____

POSTCODE: _____

HOME TEL: _____ BUS. TEL: _____

MOBILE: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

VAT REG. NO: _____

N.B. If not VAT registered please sign here.....

I HEREBY MAKE APPLICATION TO BE ADMITTED AS A MEMBER OF THE ABOVE NAMED MACHINERY RING AND I AGREE TO PAY THE ANNUAL SUBSCRIPTION AND SHAREHOLDING AMOUNTS AS PER CURRENT HANDBOOK.

I AGREE THAT WHEN MY APPLICATION HAS BEEN RECEIVED, I WILL PAY THE ABOVE AMOUNTS BY DIRECT DEBIT UPON RECEIPT OF AN INVOICE.

I HAVE READ, FULLY UNDERSTAND AND, IF ADMITTED, UNDERTAKE TO BE BOUND BY THE RING'S CONSTITUTION AND REGULATIONS FOR THE TIME BEING.

I ACCEPT THAT ANY ARRANGEMENT MADE BETWEEN ME AND ANOTHER MEMBER FOR THE USE OF EQUIPMENT, OR THE SALE OR PURCHASE OF ANY OTHER GOODS OR SERVICES, WILL CONSTITUTE A CONTRACT BETWEEN ME AND THAT MEMBER, AND THAT BORDERS MACHINERY RING IS NOT A PARTY AND CARRIES NO LIABILITY IN THE EVENT OF NON PAYMENT OR DEFAULT OF ANY KIND.

AS A SUPPLIER I ACCEPT THAT I MUST ENSURE MY INSURANCE POLICY IS ADEQUATELY COVERED FOR PUBLIC LIABILITY, FOR AGRICULTURAL CONTRACTING, HIRE OF MACHINERY AND NON-AGRICULTURAL USE IF REQUIRED AS RECOMMENDED IN THE OPERATING RULES.

I ACCEPT THAT BORDERS MACHINERY RING IS CONTRACTED SOLELY AS AN AGENT TO ARRANGE INTER-MEMBER CONTRACTS, TO MAINTAIN A MEMBERSHIP DATABASE OF SERVICES AVAILABLE FROM MEMBERS, TO OPERATE A SYSTEM OF PAYMENT IN RESPECT OF INTER-MEMBER CONTRACTS AND TO CARRY OUT OTHER ACTIVITIES TO EXPAND AND DEVELOP THE RING ABOUT WHICH I WILL BE INFORMED FROM TIME TO TIME. I ACCEPT THAT BORDERS MACHINERY RING WILL DEDUCT COMMISSION FEES FROM INTER-MEMBER PAYMENTS IN PAYMENT FOR THE PROVISION OF THESE SERVICES.

I ACKNOWLEDGE THAT THE RING'S CONSTITUTION AND REGULATIONS WILL BE DEEMED TO BE INCORPORATED IN ANY SUCH CONTRACT.

SIGNATURE: _____ DATE: _____

BORDERS MACHINERY RING LIMITED, LEADER HOUSE, MILL ROAD, EARLSTON, TD4 6DG

TEL: 01896 758091 FAX: 01896 757036

E-MAIL: bmr@ringleader.co.uk WEB: www.ringleader.co.uk

BORDERS MACHINERY RING LIMITED

MEMBERSHIP APPLICATION: PART TWO

TYPE OF MEMBERSHIP	COST	TICK TYPE
FULL (All businesses are in this category)	£200 +VAT	
LABOUR (Self-employed labour suppliers)	£100 + VAT	
PRIVATE/ASSOCIATE (Private householders or second business memberships)	£80 + VAT	

THE DIRECT DEBIT - CREDIT PAYMENT SYSTEM HAS BECOME A CASH FLOW ATTRACTION TO FUEL/OIL/TYRE, AG. ENGINEERING/SALES AND PLANT HIRE COMPANIES WHO ARE ABLE TO OFFER COMPETITIVE TERMS VIA A MACHINERY RING ACCOUNT.

N.B. An invoice for your membership fee plus a £1 share will be created on receipt of your completed application. The full amount will be deducted thereafter by Direct Debit, 19 days from invoice date.

IN LINE WITH NORMAL DETAILS REQUIRED BY FIRMS OPENING CREDIT ACCOUNTS, THE DIRECTORS OF BORDERS MACHINERY RING LTD NOW REQUIRE EVERY PROSPECTIVE MEMBER TO PROVIDE THE NAMES AND ADDRESSES OF TWO TRADE / PERSONAL REFERENCES AS WELL AS BANKING DETAILS:

TRADE / PERSONAL REFERENCE 1

NAME: _____

ADDRESS: _____

CONTACT NAME: _____

TRADE / PERSONAL REFERENCE 2

NAME: _____

ADDRESS: _____

CONTACT NAME: _____

BANK DETAILS

NAME OF BANK: _____

ADDRESS: _____

BANK SORT CODE: _____ - _____ - _____ ACCOUNT NO: _____

NAME OF ACCOUNT _____

I give authority to BMR Ltd. to contact my Bank for a reference

.....(SIGNED)

THE DIRECTORS REQUIRE EVERY PROSPECTIVE MEMBER OF BORDERS MACHINERY RING LTD
TO AGREE TO SIGN A VARIABLE DIRECT DEBIT MANDATE
THE MANAGER WILL ARRANGE AN APPOINTMENT TO GO OVER ALL DETAILS.

**THE DIRECTORS RESERVE THE RIGHT TO APPROVE EVERY APPLICATION FOR MEMBERSHIP
ON ITS OWN MERITS AND WILL MAKE A FIRM DECISION ONCE ALL RELEVANT
INFORMATION HAS BEEN PASSED TO THEM BY THE MANAGER.**

BORDERS MACHINERY RING LIMITED

MEMBERSHIP APPLICATION: PART THREE

Labour Membership

If you are applying as a labour member, essentially supplying self-employed labour, please address the following;

Self Employed Status

BMR is obliged by HMRC to hold notification from each of its "self-employed" members to confirm self-employed status.

Please provide the following

Self-employed Tax Reference (UTR)	
Tax Office	
National Insurance number	

Note On BMR accepting your membership application a letter from your accountant verifying that you are classed as "self-employed", quoting your Self Employed reference and your Tax Office will be required.

EMPLOYMENT STATUS

- IT IS THE ENGAGERS RESPONSIBILITY TO CORRECTLY DETERMINE THE EMPLOYMENT STATUS OF THE WORKER

* Whether someone is employed or self-employed depends upon the terms and conditions and the type of work of the relevant engagement.

* It is the engager's responsibility to correctly determine the employment status of the worker for each contract of employment

Please visit HMRC website <http://www.hmrc.gov.uk/calcs/esi.htm> for more information.



Borders Machinery Ring Ltd

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

Borders Machinery Ring Ltd
Leader House
Mill Road
Earlston
TD4 6DG

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	

Originator's Reference (For BMR use only)

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

Service User Number

9	0	6	4	8	8
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FOR BMR LTD OFFICIAL USE ONLY

This is not part of the instruction to your Bank or Building Society.

Instruction to your Bank or Building Society

Please pay Borders 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 Borders Machinery Ring Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

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Banks and Building Societies may not accept Direct Debit Instructions from 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 accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Borders Machinery Ring will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Borders Machinery Ring to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by Borders Machinery Ring or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Borders Machinery Ring asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

BORDERS MACHINERY RING LIMITED

MEMBERSHIP APPLICATION: PART FOUR

NAME
ADDRESS

Where did you hear about BMR? <i>(friend/member/local press/show/event/other)</i>	
What BMR services are of most interest to you?	

FARMING INFORMATION

Cropping	Total Acres Owned	Total Acres Farmed.....
Cereals.....(acres)	Potatoes.....(acres)	Other Arable.....(acres)
Oil Seed Rape.....(acres)	Grass.....(acres)	
Set Aside.....(acres) details	Other.....(acres) details	

Livestock Numbers		
Dairy Cattle	Pigs.....	Horses..... Livery Yes / No
Beef Cattle.....	Poultry.....	Other.....
Sheep.....	Game..... Type.....	details.....

Annual Fuel Use	
Gas Oil	litres
Derv Bulk/Forecourt	litres
Kerosene	litres
LPG/Other (specify)	litres

Agricultural Inputs	Which month do you decide to buy/renew your contract
Fertiliser	
Seed	Grass Forage Cereal
Gas-bulk/bottled/commercial/domestic	
Electricity	
Mobile phone contract	

YOUR MACHINERY AND LABOUR RESOURCES - (Please provide Machine Make & Model/Size etc)

Tractors: <i>Make & model (please state if available for self hire & PLEASE STATE HORSE POWER)</i>	
Balers/Wrappers	
Mower/Forage harvester	
Forklift/digger	
Drainage – Equipment/Services/Supplies	
Muck/slurry spreading	
Combines/Swathers	
Cultivators/Harrows/Rollers/Drills	
Ploughs/Subsoilers	
Sprayers (please name qualified operator) Fertiliser spreaders	
Toppers/Hedgecutters	
Trailers	
Forestry & Firewood processing equipment	
Labour	
Any other tools/equipment available for hire	