

# NFU COUNTRYSIDE MEMBERSHIP SUBSCRIPTION TERMS AND CONDITIONS

These terms and conditions set out the contract upon which the NFU (“we” or “us”) have agreed to supply NFU Countryside Membership to NFU Countryside members (“you”). On becoming a member of NFU Countryside, you accept these terms and conditions and you provide us with consent to handle your Personal Information in accordance with Clause 14.

## 1. Membership benefits

Membership of NFU Countryside will provide you with membership of the NFU, as a Countryside Member, and a wide range of benefits. A typical membership package may provide:

- A monthly copy of the NFU Countryside Magazine;
- Full access to the NFU Countryside website;
- The opportunity to apply for a number of benefits/services from designated organisations, details of which will be in your welcome/renewal pack;
- Access to the Countryside Helpline providing initial legal advice on a limited range of issues. The legal advice given covers personal advice only and does not extend to business advice. Advice is given in respect of the law of England and Wales only. Should a dispute arise between you and an NFU Farmer and Grower member, the NFU, or one of our affinity partners we reserve the right to cease advising you on the matter in dispute. Solicitors employed at the NFU are regulated by the Solicitors Regulation Authority.
- Access to a local NFU Mutual Group Office. The Group Office Staff will be able to assist with queries relating to your membership.

We reserve the right to change, amend or withdraw the benefits that apply to NFU Countryside Membership at any time. The external provider of a benefit included within your membership package will have absolute discretion in relation to the provision of their goods/services, and membership of NFU Countryside 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 may be subject to the provider’s own terms and conditions, and you accept responsibility for the selection of the goods/services which you sign up for. The selection of benefits provided are not tailored by NFU Countryside to meet your individual needs, any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services is the responsibility of the provider of the goods/services.

As a Countryside Member of the NFU, you will not attain any voting rights relating to the National Farmers Union. The right to elect officers of the National Farmers Union is also specifically excluded from the benefits of NFU Countryside Membership. Advertisements in the Countryside magazine or on the website or other Countryside literature for goods or services are not tailored by NFU Countryside to meet your individual needs. You take responsibility to research what the advertisers provide or claim to provide and ensure this suits your needs and members may be subject to the advertisers own terms and conditions. Any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services is the responsibility of the advertiser.

## 2. Contracting Party

The membership is an individual subscription between you and NFU Countryside; this will be fulfilled by the National Farmers Union.

## 3. When the membership contract is formed

When you click "Submit Order" to submit your application on-line or you fax, post or telephone us with details of your application, you are making an offer to subscribe to NFU Countryside membership which if accepted by us, will result in a legally binding contract.

### On-line Application

For on-line applications you will see a confirmation page and/or receive an email acknowledging that your application has been received and is being processed; the contract between us is not formed at this point. A legally binding contract is formed on the date we send you your “Welcome Pack”.

### Written/Verbal Application

For applications made verbally or via a written application form, the contract between you and us will be formed when we send out your “Welcome Pack”. We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. If we do not accept your order and your credit/debit card has already been debited, we will notify you and refund your card in full as soon as is reasonably possible.

## 4 Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party indicated by you, other than the carrier, acquires, physical possession of the first goods: your “Welcome Pack”.

It is no longer a requirement to maintain NFU Countryside membership in order to obtain NFU Mutual insurance policies.

To exercise the right to cancel, you must inform the NFU of your intention in a clear written statement to the postal or e-mail address listed in section 21.

You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the cost of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods (Welcome Pack, plus any joining incentives) back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods to NFU Countryside, Agriculture House, Stoneleigh Park, Stoneleigh, Warwickshire, CV8 2TZ, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If you requested a member service or benefit, prior to cancelling your membership, we reserve the right to deduct an amount from your refund proportional to the value of the service or benefit received compared to the full value of the contract.

#### 4.1

Model Cancellation Form

To: NFU Countryside, Agriculture House, Stoneleigh Park, Stoneleigh, Warwickshire, CV8 2TZ

Email: info@nfucountryside.co.uk

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of NFU Countryside membership

Ordered on [\*/received on [\*/

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this is notified on paper)

Date

[\*] delete as appropriate

### 5. Right to refuse applications

We reserve the right not to fulfil and to cancel applications if we are unable to obtain payment authorisation from the issuer of your payment card or direct debit.

### 6. Magazine Delivery

We will deliver any magazines to the address you supply to us when you have made a successful application to become a member of NFU Countryside. Your first magazine will be included in your Welcome Pack. Subsequent magazines will be delivered in line with our monthly cycle; the first of these may be as much as 31 days after your Welcome Pack arrives. You agree that you take responsibility for supplying us with the correct address and are not entitled to claim against us for, including but not limited to refunds of membership payments, for any failure to deliver magazines if the wrong address has been supplied. 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. Formal notification of any changes of address must be made via the Member Area of our website, via our call centre, via e-mail to info@nfucountryside.co.uk, or in writing to the postal address stated in Clause 20 and we recommend you retain proof of delivery.

### 7. 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:

7.1 Where the issuer of your direct debit or payment card refuses to authorise payment for your NFU Countryside Membership to us.

7.2 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, bad/extreme weather, government act, act of God, legislative constraints, strikes, labour disputes, terrorism or malicious damage involving employees.

### 8. Renewal

#### Annual renewal

Your NFU Countryside Membership is a rolling agreement which will automatically renew upon the anniversary of your application (unless you have set up an annual cash agreement that will be negotiated on an annual basis). You will receive a renewal notice in advance of the anniversary of your application informing you of your entitlement to cancel and of any changes to your Direct Debit payment. 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

#### Quarterly renewal

Your NFU Countryside Membership is a rolling agreement which will automatically renew at each quarter. You will receive a renewal notice in advance of each year informing you of your entitlement to cancel and of any changes to your Direct Debit payment. 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. Quarterly renewal is only available through a quarterly direct debit payment. The NFU reserves the right to restrict the payment options available at any time.

### 9. Termination of your membership

Notwithstanding the rights set out in clause 4, if you wish to cancel your membership subscription without incurring any penalty you must provide notice informing us of your intention to cancel 14 days prior to your next payment being due (either the anniversary of your application or the next quarter beginning). This notice should be provided directly to the NFU by sending written notice to our head office or by contacting our call centre. The contact details stated in clause 20 should be used for the provision of a cancellation notice to NFU Countryside.

Once renewal of your membership has occurred, it will be possible to cancel your membership, but NFU Countryside are not obliged to offer a refund and you will still be liable for any outstanding sums due to NFU Countryside for your annual or quarterly membership. You will be required to pay any outstanding funds owed to us within 14 days of cancelling your annual or quarterly membership. **No refunds will be provided unless the notice requirements are complied with.** Cancellation of NFU Countryside membership may not result in cancellation of any on-going agreements that you have with external providers or advertisers for benefits and goods/services, even if organised through NFU Countryside. Please see individual terms and conditions for the relevant external provider or advertiser for the benefits and goods/services for more information.

### 10. Price Information

Prices displayed on the application section of the website will prevail at all times in relation to orders placed on-line. Prices quoted on screen include delivery charges and taxes (where applicable). Prices displayed on an application form, or quoted by an NFU Countryside representative will prevail in relation to membership subscriptions placed verbally or by post. You can either make a one-off payment for a one year membership subscription or make ongoing direct debit payments for any other membership subscription term.

NFU Countryside 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 Countryside Member or prior to confirming your membership renewal, you will have the option of reconfirming your order 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. Prices are for individual membership only. VAT Registration No: 239 0651 62

#### **11. Credit Card Payment**

If you are under the age of 18 or are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details. When you offer to subscribe to NFU Countryside either on-line, by post or verbally you are confirming that you have obtained the express prior permission of the credit/debit card holder.

#### **12. Liability**

You take responsibility for any membership related benefits, goods or services provided by an external provider including that of any advertiser in the magazine, on the website or other NFU Countryside literature. Any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider is the liability of is the responsibility of the external provider.

In the event of magazines being lost in dispatch any remedy shall be at our discretion and be limited to replacement of the missing issues. Every effort is made to ensure the accuracy of NFU Countryside Magazine; however liability cannot be accepted by NFU Countryside, the NFU or the authors for errors and omissions within the magazine. Views expressed in the magazine 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 that they receive separate, detailed advice regarding their own particular circumstances.

Information obtained via the NFU Countryside helpline is restricted to the information you supply to us. The comment and options we give is limited to this information in isolation and take no account for any other information relating to you or the query. 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.

Nothing in these terms and conditions seeks to exclude or limit your statutory rights and those rights will not be affected by these terms and conditions.

#### **13. 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.

#### **14. Data Protection and use of personal data**

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.countrysideonline.co.uk/assets/106609> or contact the Countryside Members Helpline on 0370 840 2030 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.

#### **15. 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.

#### **16. Variation**

We may change these terms and conditions at any time upon giving you 14 days prior written notice. If we do change these terms and conditions you have the right to terminate the agreement within 2 weeks of us notifying you there have been changes. The most recent edition of these terms and conditions will be binding upon you.

#### **17. Prize Draw and Competition Rules**

All prize draws and competitions which are associated with our magazine subscription offers are subject to separate terms and conditions. For the avoidance of doubt, such prize draws and competitions are only open to you if you are able to supply us with a billing address in the UK.

#### **18. 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.

#### **19. Entire Agreement**

These terms and conditions contain the entire agreement between you and us and supersede any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter. These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and NFU Countryside.

#### **20. Complaints**

Complaints can be lodged via any of the contact methods listed in clause 21. A full copy of our complaints procedure will be sent to you upon request.

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),

Post: The Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ

#### **21. Queries**

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

Email: [info@nfucountryside.co.uk](mailto:info@nfucountryside.co.uk) Telephone: 0370 840 2030

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