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# HEYGATE GRAIN

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L I M I T E D



BUGBROOKE MILLS,  
NORTHAMPTON NN7 3QH

## Terms and Conditions for the Purchase of Home-grown Wheat

### Harvest Year 2019/20

All Terms and Conditions, for the supply of home-grown grain to Heygate Grain Limited (hereinafter referred to as 'The Buyer') incorporating AIC Contract No. 1 and AIC Contract No. 2 which are standing at the time of contracting, where stated, are listed below. All Sellers who commit to supply grain to The Buyer, will automatically be trading under these Terms to the exclusion of all other Terms and Conditions including any Terms and Conditions which The Seller has issued.

#### 1. The Goods

Where the grains have been purchased on description, each delivery will be expected to meet the minimum quality requirement. If any delivery fails to reach the minimum quality requirement, the Buyer reserves the right to reject this delivery or accept an agreed allowance for this delivery.

When any delivery is made, where the combined quality allowances total £5.00 per tonne or less, an automated claim acceptance system will operate. The delivery will be tipped without The Seller's pre- acceptance and an email confirmation will be sent outlining all the details. A sample of this delivery will be held for 3 business days which will be available in case of dispute.

Unless pre-agreed at the time of purchase, quality allowances will be based on the Terms of The Buyer at the time of delivery.

The Buyer will purchase wheat on the basis of the **nabim** wheat classification document and will follow the **nabim** recommended Code of Practice for Mill Intake.

The wheat variety must be declared on all deliveries. If a delivery contains more than one variety, then all varieties must be declared. Failure to comply will result in the rejection the delivery.

No delivery shall contain any element that renders the grain unfit for milling. Such elements could include soil, stones, weed seeds, insect infestation (dead or alive), insect damaged grains, sprouted, heated, mouldy, discoloured grains or grains contaminated with or by toxin, fungal or bacterial matter. Any contamination of allergen-causing material – such as soya, lupins, mustard (including plant material from the same family) will result in rejection of the delivery.

The grains must at all times be in a suitable condition for entry into the food chain. Each delivery must be free from objectionable taint, smell or taste and must be free from ergot.

The grains must at all times be free from all genetically modified material. It is the responsibility of The Seller to advise The Buyer if they or any of their producers grow **any** GM crops (wheat or otherwise). It is also the responsibility of The Seller to advise The Buyer if any Haulier used by The Seller's Haulier transports any GM material.

The Buyer requires that in addition to the Exclusion List of the AIC Code of Practice for Road Haulage, all nuts and seeds, which can generate anaphylactic reaction, must be added to this List. This may include, but may not be restricted to, lupins, almonds, brazil nuts, cashew nuts, chestnuts, cobnuts, hazelnuts, macadamia nuts, peanuts/groundnuts, pecan, pistachio nuts, walnuts and sesame seeds. In addition, no vehicle should have been used for the transportation of dairy or egg products or confectionary waste (or its products) including biscuit meal. Any delivery containing a contamination of lead shot will be treated very seriously. Rejection of the delivery will be automatic and a report will be made to The Sellers' Assurance Scheme.

The use of Glyphosate is acceptable within the management of growing crops but should be used only where absolutely necessary and always within the manufacturers' guidelines.

The Seller must be fully aware of the good practice and understanding of any chemicals used on-farm and in-store and the consequences of their use. Care must be taken to avoid cross contamination of storage chemicals from other agricultural products i.e. Chlorpropham.

The Seller must be fully aware of the regulations covering mycotoxin-related issues and in particular the maximum levels of Ochratoxin A, Deoxynivalenol, Zearalenone, H2 and T2 in raw cereal grains. All supplies of grains must comply with UK and EU legislations current at the time of delivery.

The Seller must ensure that bio-stimulant material derived from animal bi-products (e.g. animal blood) have not been applied to cereals entering the food chain.

No delivery will be accepted where silicate desiccant pest protection has been applied to the grain.

The Seller must ensure their compliance with all food hygiene and safety regulations including the current Food Safety Act.

## 2. Quality

A delivery of wheat should not contain more than 3% admixture by weight and/or 3% screenings all with a combined weight of not more than 3%. Matter that is retained over a 3.5mm slotted sieve or passes through a 2.0mm slotted sieve represents screenings. Admixture represents all other impurities found in the sample.

Gluten must be present and have good rheological properties (elasticity and extensibility) and not be discoloured.

The Buyer reserves the right to carry out an electrophoresis test for varietal identification and will advise The Seller prior to analysis taking place. On request, The Seller will be sent one of the drawn samples via the driver. If the results of the analysis show varieties other than those declared, the Buyer will confirm the results in writing and will seek full compensation together with the cost of the identification test.

## 3. Quality Disputes

If an analysis of a delivery is in dispute, then all efforts will be made by the Buyer to resolve the situation "in-house" without the need for independent analysis. Such efforts will include an oven test for moisture content and a standard protein analysis using Dumas methodology. If, however, The Seller insists on a third-party analysis, the costs incurred will be charged to The Seller's account unless the result of such an analysis meets the minimum contracted quality requirement. The independent laboratory to be used for such an analysis will be mutually agreed.

The Buyer does not guarantee to retain all samples of delivery unless specifically requested. Samples of loads incurring a quality allowance will be retained for 3 days.

#### 4. Weighbridge Charges

A weighbridge charge will be levied on each delivery. These charges are reviewed on the 1<sup>st</sup> January every year. Please refer to our website – Policies - for further details on all weighbridge charges.

#### 5. Quantity

If an over-delivery occurs and is in excess of the contracted tonnage plus tolerance, then settlement will be calculated against the contract mean. All other terms are as stated within AIC Contract No. 1 and AIC Contract No. 2.

#### 6. Payment Terms

Payment will be made by self-billing invoice 28 days after the date of delivery and will be paid directly into The Seller's nominated bank account by BACS system. The Seller is not required to send an invoice.

#### 7. Origin

All grain purchased by The Buyer must be of UK origin unless otherwise agreed. All purchases will be of the Harvest Year to which these Terms relate.

The Seller must supply "first hand grain" only. If The Seller requires a third-party merchant supply for part or all of a contract, then The Seller must seek permission to do so prior to the purchase and the subsequent delivery. Failure to seek permission for third party merchant supply, will be taken very seriously by The Buyer and may lead to offenders being removed from the Buyer's list of approved Sellers.

#### 8. Assurance

All grain supplied for use at The Buyer's mills and nominated stores must be supplied from farms which are members of an Approved Assurance Scheme (Red Tractor / SQC / Genesis / FABBL) or from TASCC-approved stores with grain originating from assured members.

Grain supplied from farms which are members of other assurance schemes, may be acceptable but only after written permission is requested prior to delivery. Alternative assurance schemes must have protocols to a minimum standard as set out within Red Tractor.

#### 9. Pre-delivery Storage

Grain must not be supplied from bulks that have been previously held on or in outside temporary storage facilities such as, but not limited to, concrete pads.

#### 10. Pesticide Residues

The Seller must be aware of and comply with, all food hygiene and safety regulations including the current Food Safety Act and Pesticide (Maximum Level in Food) Regulations.

#### 11. Salmonella

As stated within AIC Contract No. 1 and AIC Contract No. 2.

#### 12. Delivery and Haulage

Each delivery must comply and adhere to the booking instructions agreed with each Mill. Each delivery must be accompanied by the following:

- Fully completed and signed Grain Passport

- Current Red Tractor / SQC / TASCC / Genesis / FABBL Membership sticker valid for the season of delivery
- Buyers Contract and load number
- Declaration of variety(ies)
- Declaration of the three previous loads carried
- DON and Zon test analysis from the originating bulk

The Seller is encouraged to use the most recent version of the Grain Passport.

The Buyer reserves the right to reject a delivery if any information is missing on the Grain Passport.

Drivers are requested to remain in the weighbridge / laboratory reception areas whilst sample spearing of their delivery takes place, after which they can return their vehicle.

The Buyer expects The Seller, its Hauliers and Drivers to be aware of timed bookings (if issued) and requires deliveries to arrive within their allotted time slot. Failure to do so will result in costly delays or rejection for which The Buyer will not take responsibility. The Buyer will regularly monitor the delivery performance, the results of which will be made known to The Seller. If The Seller or its Hauliers persist in non-conformance, it is likely that The Seller and/or their Haulier(s) will be removed from The Buyer's approved Sellers list.

All vehicles are required to comply with the appropriate Code of Practice for Road Haulage current at the time of delivery as well as the on-site Regulations. All vehicles are to use a grain sock whilst tipping and have trailers individually numbered as per Assurance requirements. The Buyer reserves the right to reject any vehicle that does not meet the required standards or may cause injury in any way or form.

The Buyer reserves the right to reject any vehicle from site when the vehicle is in excess of its legal maximum gross weight.

The Buyer reserves the right not to award replacement bookings on missed deliveries.

### 13. Vehicles & Hauliers

Sellers and Hauliers must be fully aware of the hygiene requirements for the transportation of wheat for human consumption. The Seller must make every effort to undertake that trailers used for the transport of wheat will not be used for the transport of any substance that could present a hazard or be harmful to health.

Trailers used to deliver wheat must be inspected prior to loading to ensure that their interiors are suitably clean for the transportation of a food product.

The Buyer requires that where a vehicle's immediate previous load is soya (including any derivative), that the trailer is thoroughly washed out prior to the wheat being loaded for delivery.

If a previous load has been salt (including road salt), sand, stone, soil, road chippings, clinker or peat, or any such derivative, the Buyer would request, but not insist, that the trailer is thoroughly washed out prior to the wheat being loaded for delivery.

The Seller must make its Hauliers aware that The Buyer reserves the right to inspect the Haulier's records relating to the cleansing and sanitation of trailers and those of previous loads carried. The Seller should only contract Hauliers who are existing members of TASCC or its equivalent. Drivers must be competent to drive and operate their vehicle and must obey the Law at all times.

Drivers must not leave their vehicles under any circumstance whilst on-site and are held fully accountable while on Heygate property. The Seller, its Hauliers and Drivers must adhere to the Law in all respects and in particular to maximum permissible weight of their vehicle. The Buyer will not guarantee that any overweight delivery will be accepted.

Whilst on site, Drivers must:

- Wear high visibility jacket / vest and safety footwear
- Follow instructions given by The Buyer's authorised staff
- Stay/stand in areas away from all moving vehicles
- Walk within the designated walkways
- Bring no passengers onto site including children or animals
- Not drive whilst using a hand-held mobile phone
- Not take photographs of any description
- Not use mobile phones outside of the vehicle's cab
- Be aware and comply with all speed limits on site
- Not smoke whilst on site
- Use ground operated sheeting systems
- Adhere to issued instructions whilst on site
- Not park on-site overnight

Drivers / Hauliers are responsible for all spillages (both material and oil) and must contain and clean the affected areas before leaving site. Any costs for such an event, incurred by The Buyer or The Buyer's storekeeper, will be invoiced to the Haulier concerned.

#### 14. Default

As stated within AIC Contract No. 1 and AIC Contract 2.

#### 15. Arbitration

As stated within AIC Contract No. 1 and AIC Contract 2.

#### 16. Insolvency

As stated within AIC Contract No. 1 and AIC Contract 2.

#### 17. Product Liability insurance

The Seller should carry an adequate level of insurance to cover against the risk of losses, damages, costs or claims incurred by The Buyer as a result of any breach of The Seller's obligations or of The Buyer's Terms and Conditions. The Seller must be able to produce evidence of this cover.

#### 18. Gangmaster Licensing Act and Gangmaster Licensing Authority

From 6<sup>th</sup> April 2006 all labour providers operating in agriculture must be licensed with the Gangmaster Licensing Authority. Accordingly, to ensure that the Heygate Group and its supply base are operating within UK legislation, The Seller's supply labour must be licensed with the GLA.

#### 19. Force Majeure

The Buyer shall not be liable for any delays or defaults due to causes beyond its control including but not limited to Acts of God, accidents, war, riots, Government interference and strikes.

**George Mason**  
**Senior Executive – Grain Buying**

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