



TREVOR COPE SEEDS LIMITED T/A COPE SEEDS AND GRAIN
TERMS AND CONDITIONS FOR THE PURCHASE OF CEREALS, PULSES AND
OILSEEDS FROM FIRST PRODUCER.

These are the terms and conditions of Trevor Cope Seeds Limited (t/a Cope Seeds and Grain) (hereafter “the Company”) which we incorporate into each and every contract or transaction undertaken by the Company.

These terms are referred to herein as “the Terms”. The “Seller” or “seller” is defined as that person, company or entity that sells goods to the Company. The “Buyer” or “buyer” is defined as that person, company or entity to whom the Company sells goods. The term “goods or Goods” refers to grains, pulses and oilseeds, bought and sold by the Company, whether organic or not.

These Terms shall not be varied without an express written agreement from the Company. Both parties to any contract admit that they have notice and knowledge and are cognisant of these Terms and the Terms shall be deemed to be incorporated unless otherwise agreed at the time of contract.

Where we purchase grains and pulses from a first producer, these Terms and the terms of the AIC No. 1/21, including any subsequent amendment to that contract, (except for any term inconsistent with these Terms, whereupon these Terms shall take precedence) are incorporated into any contract between the seller and the Company.

Where we purchase and sell grains and pulses on wholesale terms, these Terms and the terms of the AIC No. 2/21, (including any subsequent amendment to that contract) are incorporated into any contract between the seller or buyer and the Company. There shall be no exclusions to these Terms unless this is agreed at the time of contract and any terms and conditions thereafter served upon the Company by any other party shall not be binding and do not take precedence over these Terms unless this is expressly agreed in writing between the parties.

For the purchase and sale of all oilseed rape, these Terms and the terms of the FOSFA26A, (including any subsequent amendment to that contract) are incorporated into any contract between the seller and the Company or the buyer and the Company.

For the purchase and sale of all linseed, these Terms and the terms of the FOSFA9A, (including any subsequent amendment to that contract), are incorporated into any contract between the seller and the Company or the buyer and the Company.

Copies of the relevant AIC or FOSFA contracts are available upon written request from the Company’s offices or the buyer and the Company.

For the avoidance of doubt, both parties to any contract admit that they are cognisant with these contract terms. In the event of conflict between AIC or FOSFA terms, or any other terms which may be deemed to be incorporated, then these Terms shall prevail.

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Genetics: Seed: Grain

Contract Confirmations

Contract confirmations are sent out by post or email. It is the responsibility of the seller to the contract to ensure that the information contained in the contract confirmation is correct in every respect. If a seller finds any details which they do not believe are correct, then they shall contact the Company within 5 working day of receipt of the contract confirmation. Failure to advise the Company of any error will render a seller liable to the applicability of the terms as stated in the contract confirmation.

Dispute Resolution

We ask that a seller to a contract acknowledge that AIC and FOSFA terms and conditions contained in the contracts, as incorporated, include a written agreement to refer any dispute to arbitration under the Rules of the arbitral institutions.

Period of Collection/Delivery

All contracts are transacted at the Company's call (Buyers' call) during the collection/delivery period of the contract (as set out in the contract confirmation). A seller shall be available to load goods, at reasonable notice, 7 days a week without exclusion.

If the Company cannot collect or provide delivery instructions during the delivery/collection period, then, providing the Company gives the Seller 3 days' notice prior to the expiry of the delivery/collection period, then the Company has the right to extend the delivery/collection period by 15 consecutive days in consideration of an additional payment to the contract price of £0.50 per tonne.

Wholesale Terms – Delivery Instructions

Where the Company buys or sells goods on AIC 2/21, the passing of delivery instructions and/or allowance shall be pursuant to the terms of the end receiver of the goods. Whilst the Company shall endeavour to give contractual notice as per the terms of AIC 2/21, a breach shall not entitle a seller to place the Company in breach of contract in any respect.

“Harvest As Available”

Where goods are sold on an 'as available' or 'harvest as available' basis, the seller is responsible to notify the Company when the total amount of the contract is available for collection (or delivery where appropriate). The Company is then entitled to the remainder of the contract collection/delivery period to affect collection. Where, despite the Company's reasonable efforts, it is not possible to affect clearance in the time remaining, the Company shall have the right to extend the contract collection/delivery period by a period of 15 days, at no extra cost to the Company.

Farm Assurance

Unless expressly stated at the time of contract, all goods shall be farm assured under a farm assurance scheme recognised by the Company.

Weighbridge Charges/Haulage Charges

A weighbridge charge of £10.00 + VAT shall be deducted from each delivery. Our contracts are based on multiples of 29 tonnes, and we reserve the right to charge for any additional haulage charges which may arise by short loaded vehicles, including capacity load charges.

End Receivers' Terms

The End Receiver's Terms are expressly incorporated into each contract concluded between the Company and the seller of the goods. The delivery destination and those terms are available from the Company prior to the goods being collected or delivered. Where there are any inconsistencies between these Terms and the End Receiver's Terms then the End Receiver's Terms shall apply. Goods shall be sampled in accordance with End Receiver's Terms or in accordance with ISO24333 (cereals) or ISO542:1990 (oilseeds), or comparable procedure as applicable and analysis is finding and binding, subject to any independent analysis agreed between the parties.

Origin/Variety

All goods shall be of UK origin and of the current crop year, unless agreed differently at the time of the contract.

Where a seller agrees to supply a specific variety (or group of varieties) under a contract then this becomes a condition of the contract and part of the description of goods. Where a non-contractual variety is not then supplied, the Company reserves the right to reject those goods or, where the goods have been delivered, the Company has the right to claim damages, whether retrospectively or not.

Condition

All goods are bought by the Company are on the basis of nil ergot, nil infestation, nil rodent excreta and, in breadmaking wheat, gluten must be present, must have elasticity, extensibility and be of satisfactory colour. All goods must be of satisfactory quality and fit for purpose and fit the description of the goods as defined pursuant to the Sale of Goods Act 1979.

Organic Grain, Pulses and Oilseeds

All suppliers will, at the Company's first request, supply the Company with a copy of their current Organic Certificate of Registration, compliant with EUR Regulation No.2092/91 (or other such regulation, EU or otherwise, in the sale of organic goods) including Licence Number, Expiry Date and Trading Schedule. All suppliers shall guarantee that all organic goods comply fully with a current, audible farm assurance scheme.

Payments

All goods purchased shall be self-billed by the Company who shall issue a self-bill invoice showing the details provided including name, address and VAT registration number and shall be a valid VAT document suitable for reclaiming VAT on the Company's weighbridge charges. Any other invoices submitted have no standing and shall not be processed.

The Company shall be entitled, at any time and without prior notice, to offset any amount (liability or money) due from a seller to the Company against any amount due by the Company to the seller under any contract between a seller and the Company.

Other Substances

Glyphosate, Genetically Modified goods, Naturally Occurring Prohibited Substances, Bio solids, Bio stimulants, Pesticide Residue, Diatomaceous Earth (silica dust), Cleavers in Oilseed Rape and Pulses, any allergens, Benzo-Alpha Pyrene in oilseed rape, Mycotoxins and Chlorpropham is a non-exhaustive list pertaining to food safety risks. All sellers are required to conform with any current legislation, regulation, receiver's terms relating to these issues and not doing so may make a seller liable for costs and damages relating to their breach, whether retrospective or not.

Sampling

Where we sample goods on farm, or we request that a sample is drawn from bulk and returned to us, the results shall be for advisory purposes only and shall not be contractually binding.

Buy-Back Contracts

If goods have been committed to the Company under a buyback contract then if the goods fail for use under that contract then the Company shall have the first refusal of the purchase of and supply of those goods.

Sustainability

Where applicable, goods must be sustainable under Red Tractor or recognised equivalent scheme.

Domicile

Each contract transacted with the Company, together with these Terms, are domiciled in England and English law applies.

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