



## Membership Regulations

1. All Members who intend to carry out work should ensure that their insurance policy is extended to include all work carried out for other Members. Any plant hired through the Group without an operator must be insured for all risks by the Customer. Ultimately it is up to the owner of the equipment to satisfy themselves that their equipment is adequately insured.
2. The Customer should have full insurance cover for Employers' and Public Liability. The level of cover required is a minimum of five million pounds (£5,000,000).
3. Every Member must ensure they have adequate insurance cover for the duration of their Group membership. Members are advised to inform their Insurance Company of their membership of the Group and that the cover should encompass activities supplied or received in connection with such membership.
4. When a Member requires work to be done he should contact a member of the RAMSAK agrena Team, It is then the responsibility of the RAMSAK Team to match up a Member to supply the services (a Supplier) and to notify him of his commitment. Where possible more than one supplier will be provided and the ultimate decision of who is the best suited will be made by the Customer.
6. The Customer will be responsible for damage to Supplier's machinery if caused by his neglect. If Members have Terms and Conditions over and above those of RAMSAK Ltd, e.g. Contractors Plant Agreement, they should obtain a signature to such terms from the Customer or his Agent agreeing to the said Terms and Conditions at or before delivery of the equipment.
7. 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 the rules of Health and Safety legislation in force at the time. When equipment is hired the Supplier should ensure that handbooks are made available. Machine operators, Stockmen and other workers should have received adequate training.
8. The RAMSAK Group is not responsible for any default in payment by the Customer or damage caused by any Supplier. Neither the Group nor the Manager guarantees or warrants the compliance of any Supplier with this or any other rule. In the case of a sale through the Group it is the responsibility of the Customer to satisfy themselves that the Supplier has good title to the goods being sold.
9. A member of the RAMSAK agrena Team must be notified immediately of any breakdown on site. The Operator will be given a reasonable length of time to have the machine operational again. If for any reason the repair is taking too long, then a member of the RAMSAK Group may arrange for another Member (Supplier) to complete the work. The Supplier will only get paid for that part of the work which he had completed.
10. 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 RAMSAK Group Board, whose decision will be final. All Members' complaints as to the general management of The RAMSAK Group business can be raised with either the Chairman or Vice Chairman. If no verbal settlement is adequate, a written statement is to be sent to the Chairman with the relevant information for discussion at the next Board Meeting The decision of the Board will be final.
11. When a schedule of the work undertaken is prepared and signed by the Customer and the Supplier, the supplier returns the Schedule to the RAMSAK Group Office. RAMSAK Group will raise an invoice to the Customer. A self-billing invoice will be sent to the Supplier. The Customer's account will be debited at fourteen (14) days and the Supplier's account will be credited at twenty eight (28) days. Labour only suppliers will be

credited at fourteen (14) days. In order to comply with VAT regulations this must be the only tax invoice relating to the transaction. Members must inform the RAMSAK Office if their VAT registration is cancelled or their number changed. Should a Supplier wish to obtain payment earlier than the standard 28 days from date of invoice, an admin fee will be charged to a maximum of 5% of the invoice value.

12. Members should have a current account at a Bank together with authorisation for the RAMSAK Group to use this account as regards payment for work done among the members by variable direct debit and credit.

13. The RAMSAK Group will charge a levy on work done between Members. For Labour only supply, the Customer pays five percent (5%) and the Supplier pays two percent (2%). For all other work two per cent (2%) will be paid by the Customer and three per cent (3%) by the Supplier.

14. The RAMSAK Group will charge a levy on the supply of Commodities, eg fuel, fertiliser etc. This rate varies from commodity to commodity and will be advised at the time of order.

15. A Member must give The RAMSAK Group the first opportunity to satisfy a demand listed as an available service. Members who undertake work outside the ring must be able to show that the rate they charge through the ring is their most competitive rate for a given job.

16. All Work done between two Members must be invoiced through the RAMSAK Office.

All transactions and negotiations in connection with the RAMSAK Group must be made through the RAMSAK agrena Office Staff who are responsible to the RAMSAK Group Board. Should work / supply be invoiced outside of RAMSAK following a member of the team facilitating the deal / purchase, then it shall be deemed as a deliberate attempt to act against the Membership Regulations. A fee will be levied to include the commission that would have been charged under normal trading terms and made to the Customer and Supplier. A Member accused of misconduct shall be expelled by a resolution of the Board which receives the concurring votes of not less than two thirds of the Directors. The Member must be given twenty eight (28) days' notice of the meeting and the alleged misconduct and his right to make representations to the Board

17. 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 increase in the annual membership fee at least one month before the date for payment. Annual Subscriptions are due on the anniversary of joining the RAMSAK Group. Payment terms are within 21 days of the due date. The Board of Directors may terminate the Membership of any Member who fails to make payment of his Membership fee by the due date. Membership renewal will be made by direct debit.

18. Membership may be terminated by a Member giving at least twenty eight (28) days' notice in writing to the RAMSAK Group Registered office. A Member terminating his membership is not entitled to any refund or part refund of the annual Membership fee.

19. Members undertaking work that requires certification are reminded that they should ensure that they and their operators hold the appropriate certificate. Members must also be aware of and comply with all the relevant requirements of Health and Safety Legislation. In particular, where machinery is supplied with an operator, it should be noted that there are formal mutual obligations between Supplier and Customer relating to the safety of premises, equipment and operating systems. Further details should be obtained from the Health and Safety Executive.

20. Anti-Harassment and Bullying Policy. The RAMSAK Group will not tolerate and abuse or harassment of members of the RAMSAK Group Staff under any circumstances. Should a complaint be made and subsequently upheld by The RAMSAK Group Board of Directors, that member will be expelled from the Group immediately.

**21. The RAMSAK Group acts 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 Supplier and Customer and the RAMSAK Group cannot be held liable for any breach of contractual warranty or condition or any misrepresentation by either party to an agreement.**

**22. The Rules of The RAMSAK Group may be consulted by any member on prior application to The Group Manager. The RAMSAK Group reserves the right to review and update the Membership Regulations without prior notice at any time, should it be deemed necessary.**