

National Co-Operative Farm Relief Services Limited (“FRS”) Conditions for Farm Relief Services (“Conditions”)

1. In these Conditions the following words have the following meanings:
 - Contract:** a contract under which FRS provides Services to the Customer pursuant to these Conditions.
 - Customer:** the person(s), firm or company who requests Services from FRS.
 - Fees:** the fees payable by the Customer to FRS for the Services.
 - FRS Office:** the FRS office which has responsibility for administering the Services in the relevant area.
 - Operator:** the person(s) who provide(s) the Services to the Customer.
 - Services:** the farm relief services provided by FRS.
2. Any request for Services should be made to the relevant FRS Office giving details of the Services required. FRS may decide, at its sole discretion, whether to provide such Services and the terms upon which such Services will be provided. These Conditions shall apply to the provision of Services by FRS except to the extent FRS may agree otherwise in writing with the Customer.
3. No request for Services shall be deemed to be accepted by FRS until FRS has notified the Customer of its acceptance or (if earlier) FRS supplies the relevant Services to the Customer at which point a Contract shall be formed.
4. All arrangements must be made through the relevant FRS Office and Customers must contact the FRS Office well in advance of requirements.
5. The minimum period for which any Services can be provided shall vary depending upon the nature of the Services .
6. Operators to provide the Services shall be allocated by FRS at its sole discretion.
7. The Fees and applicable payment terms shall be determined by FRS at its sole discretion and are subject to review and amendment by FRS from time to time. Customers shall be advised of the applicable Fees, payment terms and method of payment when a request for Services is made.
8. FRS reserves the right to:
 - 8.1 change and/or withdraw Operators after giving notice to the Customer; and
 - 8.2 withdraw Operators without notice if the Customer breaches these Conditions , and will incur no liability to the Customer if it exercise such rights.
9. Customers must maintain suitable insurance including public liability, employer’s liability, vehicle and also any special insurance that may be appropriate or required by FRS. Evidence of such insurance must be supplied to FRS on demand.
10. The Customer shall:
 - 10.1 pay the Fees due to FRS in full and in cleared funds in accordance with the payment terms applicable from time to time.;
 - 10.2 co-operate with FRS in all matters relating to the Services;
 - 10.3 provide adequate instructions to Operators and relevant telephone numbers;
 - 10.4 treat all Operators allocated to them with respect and not ask an Operator to carry out any work that is outside the scope of the Services arranged or dangerous or illegal;
 - 10.5 provide such access for FRS and the Operators to the Customer’s premises, lands and other facilities as may be required;
 - 10.6 ensure that the relevant premises, lands, facilities and livestock are maintained in good order, repair and condition and shall maintain all necessary licences and consents and comply with all relevant legislation;
 - 10.7 inform FRS and the Operators of all health and safety rules and regulations and security requirements that are applicable at the Customer’s premises;
 - 10.8 ensure that all equipment and machinery is in good working order and suitable for the purposes for which it is used and conforms to all Irish and European standards or requirements;
 - 10.9 not, while receiving the Services or within 12 months of when Services were last received by him/her, employ or engage any Operator who has provided such Services otherwise than through FRS.
11. Without prejudice to the Conditions, specific directions in relation to the use of Services are as follows:
 - 11.1 where relief milking is required, animals treated with antibiotics must be clearly identified (e.g. by red ankle straps) and non-lactating cows must be removed from the milking herd;
 - 11.2 Customers who run a bull with a dairy herd must take all necessary precautions to ensure the safety of operators.
12. Any concerns or complaints a Customer has in connection with the Services or an Operator must be raised with the FRS Office as soon as practicable.
13. FRS may, from time to time, (i) without notice (and without liability to the Customer) change the Services in order to comply with any applicable safety or statutory requirements and/or (ii) provided that such changes do not materially affect the nature or quality of the Services, change the Services for other operational reasons after giving the Customer notice of any such changes.
14. FRS’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision of the Services or the performance or contemplated performance of the Contract shall be limited to the Fees paid by the Customer and FRS shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of good will or otherwise, in each case whether direct, indirect or consequential or for any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract or the provision of the Services. Without prejudice to the foregoing, the Customer specifically releases FRS from any liability whatsoever that may arise as a result of decisions or actions taken by FRS or an Operator when the Customer is absent from the farm or cannot be contacted.
15. In consideration for FRS providing the Services, the Customer agrees to indemnify and keep indemnified FRS and its officers, employees, subcontractors and agents (all together the “**Indemnitees**” and each an “**Indemnitee**”) from and against all proceedings,

actions, costs, charges, claims, expenses, damages, liabilities, losses and demands whatsoever and howsoever arising as a result of the Customer availing of the Services or that the Indemnitees or any of them may incur as a result of any act neglect default or omission of the Customer or any breach by the Customer of the Contract or the above Conditions.

16. The above Conditions shall incorporate, in so far as they are not inconsistent with, the FRS General Terms and Conditions of Supply (at *insert hyperlink*). In the event of any inconsistency between these Conditions and the General Terms and Conditions of Supply, these Conditions shall prevail.