



Terms of Business

All orders received by TEVIOTDALE FARM & POULTRY a subsidiary of SHIELDS FARMING CO. LTD. is subject to acceptance and once accepted are subject to our terms of sales set out below:

1. Every effort is made by ourselves to sell all our products in good condition and free of diseases and defects, but all purchases made should be thoroughly examined by the purchaser, and you should inform us immediately if any of our products appear in unsatisfactory condition. In the case of live poultry, we may supply at our discretion, replacements for ill stock although this must take place within the first 24 hours of receipt of purchase or the purchaser may receive a refund less our handling of restocking charge which would be decided at that time (could be up to 50% of payment).
2. Guarantee – we give a guarantee of 4 days as this is a statutory time which is used in our commercial orders as this would show any symptoms of disease which may have occurred from being in our rearing sheds although after the 4 days symptoms could very easily be caused by the environment to which they are being kept in, management conditions to which they are subjected to and housing of which they are living in.
3. Mortality – Poultry which dies within 7 days of receipt of delivery/collection provided the following is adhered to:
The purchaser notifies us within 24 hours of receiving the poultry of any clinical signs of disease. The purchaser at his/her own costs delivers the dead poultry to a veterinary surgeon who will conduct a post mortem examination once instructed by yourself and declares in writing that the death of the animal was caused by a condition which would have been present at time of receipt.
3a. All of the above clauses may warrant for replacement stock but may be free of charge depending upon individual circumstances.
4. Sexing – All attempts are made to provide customers with 100% pullets for day old poultry, although this is not always the case and is beyond our control as we handle the stock through our rearing site and we are not the primary producer (The Hatchery).
5. The purchaser must accept up to 5% of the stock to be male, but this rarely does happen, if for some reason, you receive more than 5% this must be notified to us within 6 weeks of receipt so as we can act on the situation.
6. Point of Lay Stock – We can be sure our stock when sold will be 100% sexed and no claims can be made for these birds.
7. Disease Issues – We are not liable for any disease issues if a complaint is not issued to us within 4 days of receipt. If a disease occurs within the first 4 days we, as long as we are satisfied with diagnosis and are certain the products were sourced from ourselves, the limit of compensation due from us is the amount paid to us at purchase if this has adverse effects on other animals within your care.

Without prejudice, we shall not be liable of any representation of this product may having any direct, indirect, loss or damage for loss of income or otherwise. The purchaser has no right in respect of any product dealt with by ourselves except in cases of fraud.

Rearing Timetable

We cannot be liable for any change in delivery/collection dates as this is not important. Although if we state a date they are only approximate and are not a guaranteed term.

8. Payments – Must be made in cash unless otherwise stated in writing and must be paid on receipt of products. If for some reason you have been offered a credit facility with us you are bound to a contract stated on invoice informing you of payment terms and if the payment is not received in the period given interest will be added at 8% above Barclays Bank base rate.
9. Prices – May be altered pre- receipt without notice and the purchaser will be offered the products at the revised price and you may decline them if you express he products to be uneconomically viable.
10. Other Clauses – Us and the purchaser are unable to ignore any terms within this document to stop them being enforced and any new terms which have been issued but not included in this document at present. If any of these terms are deemed invalid by law it will not invalid all other terms that appear within this document.
11. Poultry Condition – All the poultry which are processed through our rearing site are vaccinated against a variety of major poultry diseases at the present year although not all diseases could possibly be vaccinated for. We do make sure from our experience to offer you 100% healthy stock but as they are livestock this cannot be guaranteed as transporting, new environment, changes to management and housing can greatly affect poultry health and cause death which is beyond anyone's control and no one can be liable for this.
12. Privacy – We endeavour to keep all personal information given to us via our mailing list, contact forms or emails 100% secure on our client database on a stand alone computer system. By entering and offering us any of your personal details you consent to us processing your information as above. Our website uses Google analytics service to analyse data from our visitors to the site using cookies. This service only uses data from our site to give us ways of improving our site for future customers.
 - A. Your IP Address will be stored on Google system to analyse your movements through our site. All information collected by Google maybe given to Third Parties if required by law to do so. Your IP Address will not be shown on any information given to third parties.

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teviotdalefarm.com

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