

# SHIELDS FARMING CO. LTD.

Terms & Conditions for

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## *Supplier – Warrendale Wagyu*

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Teviotdale, Hagg Farm, Ellington, Morpeth, Northumberland, NE61 5JW

Tel. 07944 940254 - [admin@teviotdalefarm.com](mailto:admin@teviotdalefarm.com)

*[Teviotdalefarm.com](http://Teviotdalefarm.com)*

### 1. DEFINITIONS

#### 1.1 The following definitions apply in this agreement:

|                        |                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------|
| Wagyu                  | This describes any animal under the scheme whether it is DNA positive or negative.                              |
| Scheme Provider        | This identifies Warrendale Wagyu.                                                                               |
| Successor              | This identifies all individual directors of Warrendale Wagyu.                                                   |
| Commencement Date      | This is the determined date of animals from the scheme.                                                         |
| Collection Date        | This is the date of each animal being collected for onward travel.                                              |
| Payment Date           | This is the determined date for payment to be made.                                                             |
| Correspondence Address | Shields Farming Co Ltd<br>Teviotdale<br>Hagg Farm<br>Ellington<br>Morpeth<br>Northumberland<br>NE61 5JW         |
| Owner                  | Miss C & Mr G Shields<br>07944 940254<br><a href="mailto:admin@teviotdalefarm.com">admin@teviotdalefarm.com</a> |

### 2. COMMENCEMENT

- 2.1 The Owner agrees to accept livestock on the agreed date with the Scheme Provider for each batch of Wagyu transported to the holding.
- 2.2 The Owner accepts the Wagyu of each batch only if they are from a maximum of 3 separate locations to protect farm biosecurity and other animal health & welfare.

- 2.3 The Wagyu must be given the appropriate vaccination protocol as required with the delivery note of the vaccinations given.
- 2.4 All animal(s) are accepted as Wagyu under the scheme and whether they are identified as DNA positive or negative they are relied upon as being of the same monetary value for the duration of the scheme.

### 3 SCHEME PROVIDER OBLIGATIONS

- 3.1 The Scheme Provider is obliged to provide the current and up to date pricing matrix to the Owner on an annual duration.
- 3.2 The pricing matrix should relate to the Wagyu purchased from the Scheme Provider during that period.  
  
Example: New matrix prices September 2024 – August 2025 relates to Wagyu purchased during that period no matter when they are sold. This protects the Owner from volatile market conditions and creates a stable market environment.
- 3.3 The Scheme Provider agrees to the payment date being no more than 14 days from the collection date. If the payment is not received within the stated period interest can be charged at 8% above the Barclays Bank PLC Base Rate until settled.

### 4 FEES

- 4.1 The Owner accepts liability of a reasonable haulage fee as would be reasonable with the movement of animals in the standard livestock business.
- 4.2 The Owner accepts the annual fee to The Wagyu Association is payable annually.
- 4.3 Should the Owner have to instruct solicitors in relation to any dispute with the Scheme Provider, the Scheme Provider or the directors of the dissolved company will be liable for the Owner's legal fees.

### 5 SEVERANCE OF CONTRACT DUE TO COMPANY DISSOLUTION

- 5.1 If the Scheme Provider decides to dissolve the company when there is Wagyu still in the Owners possession, the animal(s) will be purchased by a previous company director, namely the undersigned at the same values identified within the scheme pricing matrix. There will be no monetary loss to the Owner namely, Shields Farming Co Ltd or the bank namely, Oxbury Bank.

## 6 LIABILITIES

- 6.1 If the Owner needs to have Wagyu moved urgently due to a lack of fodder, bedding or other circumstances undefined, the Scheme Provider accepts that movement can be completed within 7 days of a request.
- 6.2 The Owner is not liable for the death or illness of, or injury to, the haulier or anyone under their control or for damage to, or theft of, any of their property (including the equipment and vehicles).
- 6.3 Nothing in clause 6 shall limit or exclude the Owner's liability for death or personal injury or damage to property caused by negligence on the part of the Owner, its agents or its employees acting in the course of their employment or for any matter in respect of which it would be unlawful for the Owner to exclude or restrict liability.

## 7 TERMINATION

- 7.1 The Owner may terminate this agreement with not less than four weeks' written notice as they see fit and entirely at their discretion, without fault of the Scheme Provider.
- 7.2 The agreement shall end upon not less than four weeks' written notice given by the Scheme Provider to Shields Farming Co Ltd by e-mail to: [admin@teviotdalefarm.com](mailto:admin@teviotdalefarm.com)

a) Any notice given in person is deemed received at the time of delivery. Any notice sent by first-class post is deemed received on the second working day after posting to the other party's last known address.

b) The Owner will notify the Scheme Provider or its successor of any damages and the associated costs not later than 28 days after the collection date. If the damages are in excess of the Wagyu value realised value an invoice will be raised and must be paid within fourteen days' of request.

c) On or before the date on which this agreement terminates, the Scheme Provider or successor will pay all outstanding sums, including sums for any damage incurred and have the Wagyu removed from the Owner's holdings.

d) If the Scheme Agreement is terminated and the Wagyu is not removed promptly within 7 days a daily charge will be added for the care provisions of animals until they are collected.

- 7.3 The Scheme Provider or successor is not permitted to remove the Wagyu from the holdings until all outstanding sums are paid in full if the Scheme Agreement is terminated or company dissolution. Payment must be made in line with 7.2,D.
- 7.4 Termination of this agreement shall not affect the rights of either party in connection with any breach of any obligation under this agreement that existed at or before the date of termination.

## 8 MISCELLANEOUS

- 8.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 8.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.3 No reliance on matters outside agreement. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 8.4 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.5 The Agreement is non-transferable to a new Scheme Provider. If the Wagyu are transferred to a new Scheme under the Warrendale Wagyu instruction a new agreement must be signed.

***Declaration***

I declare by signing below, I fully understand if any issue occurs with Warrendale Wagyu, I am fully liable jointly with all other directors to accept the responsibility of reimbursement of monetary value & damages that may arise in line with these terms.

**Warrendale Wagyu Director Signature:**\_\_\_\_\_

**Director Name (In Block Capitals):**\_\_\_\_\_

**Date:**\_\_\_\_\_

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