

NFU COUNTRYSIDE MEMBERSHIP SUBSCRIPTION TERMS AND CONDITIONS

These terms and conditions set out the contract upon which NFU Countryside (“we” or “us”) have agreed to supply NFU Countryside. Membership to NFU Countryside members (“you”). On becoming a member of NFU Countryside, you accept these terms and conditions and you provide us with consent to handle your Personal Information in accordance with Clause 13.

1. Membership benefits

Membership of NFU Countryside will provide you with membership of the NFU, as a Countryside Member, and a wide range of benefits.

A typical membership package may provide:

- A monthly copy of the NFU Countryside Magazine;
- Full access to the NFU Countryside website;
- The opportunity to attend events facilitated by NFU Countryside;
- The opportunity to apply for a number of benefits/services from designated organisations, details of which will be in your welcome/renewal pack;
- Access to the Countryside Helpline providing initial legal advice on a limited range of issues. The legal advice given covers personal advice only and does not extend to business advice. Advice is given in respect of the law of England and Wales only.
- Access to a local NFU Mutual Group Office. The Group Office Staff will be able to assist with queries relating to your membership.

We reserve the right to change the benefits that apply to NFU Countryside Membership at any time.

The external provider of a benefit included within your membership package will have absolute discretion in relation to the provision of their goods/services, and membership of NFU Countryside does not guarantee that the external provider will accept an application from a member for the provision of their goods/services.

Goods/services supplied by an external provider will be subject to the provider’s own terms and conditions, and we do not accept any liability for any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services. As a Countryside Member of the NFU, you will not attain any voting rights relating to the National Farmers Union. The right to elect officers of the National Farmers Union is also specifically excluded from the benefits of NFU Countryside Membership.

2. Contracting Party

Your membership subscription contract with NFU Countryside will be fulfilled by the NFU.

The membership subscription is for an individual membership only.

3. When the membership contract is formed

When you click “Submit Order” to submit your application on-line, or you fax, post or telephone us with details of your application, you are making an offer to subscribe to NFU Countryside membership which if accepted by us, will result in a legally binding contract.

On-line Application

For on-line applications you will either see a page or receive an email. If you have supplied your email address, acknowledging that your application has been received and is being processed, the contract between us is not formed at this point. A legally binding contract is formed on the date we send you your “Welcome Pack”.

Written/Verbal Application

For applications made verbally or via a written application form, the contract between you and us will be formed when we send out your “Welcome Pack”.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. If we do not accept your order and your credit/debit card has already been debited, we will notify you and refund your card in full as soon as is reasonably possible.

4. Cooling-off period

NFU Countryside offers a 14 day cooling-off period for new members, from the day your “Welcome Pack” is issued. This will allow you to cancel your subscription without penalty. If you wish to cancel your subscription under this cooling-off entitlement, you will need to inform us in writing of your wish to cancel and return your “Welcome Pack” along with any subscription incentive to NFU Countryside at the address shown at Clause 18, within 14 days of the date that your “Welcome Pack” was issued. Where the “Welcome Pack” and any related incentive are not returned to NFU Countryside within the 14 day cooling-off period, the subscription contract is deemed to be confirmed. The cost of postage and packing applicable to the return of the “Welcome Pack” and any related subscription incentive will be at your own expense and NFU Countryside will not be accountable for these costs.

5. Right to refuse applications

We reserve the right not to fulfil and to cancel applications if we are unable to obtain payment authorisation from the issuer of your payment card.

6. Magazine Delivery

We will deliver any magazines to the address you notify to us when you have made a successful application to become a member of NFU Countryside. Please allow 14 days from receipt of the letter confirming your membership for delivery. You agree that we will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us.

7. Delay in delivery and non-delivery of your Magazine

We will not be liable to you for any delay in delivery or non-delivery of magazines in the following circumstances:

- 7.1 where the issuer of your payment card refuses to authorise payment for your NFU Countryside Membership to us.
- 7.2 where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes, terrorism or malicious damage involving employees.

8. Cancellations and Refunds

Your NFU Countryside Membership is a rolling agreement which will automatically renew upon the anniversary of your application (unless you have set up an annual cash agreement that will be negotiated on an annual basis). You will receive a renewal notice in advance of the anniversary of your application informing you of your entitlement to cancel and of any changes to your Direct Debit payment. Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel them.

Subject to clause 4, if you wish to cancel your membership subscription without incurring any penalty you must provide 14 days notice informing us of your intention to cancel prior to the anniversary of your application. This notice should be provided directly to NFU Countryside (contact details provided below) or you may choose to send written notice to your local NFU Group Office. Your Group Secretary offers a "face to face" point of contact for advice and assistance on member benefits and services.

To clarify, notice of cancellation must be received by NFU Countryside or your NFU Group Office at least 14 days prior to the anniversary of your application. The contact details stated in clause 18 should be used for the provision of a cancellation notice to NFU Countryside.

No refunds will be provided unless the notice requirements are complied with.

Once renewal of your membership has occurred, it will be possible to cancel your membership, but NFU Countryside are not obliged to offer a refund and you will still be liable for any outstanding sums due to NFU Countryside for your annual membership. You will be required to pay any outstanding funds owed to us within 14 days of cancelling your annual membership.

9. Price Information

Prices displayed on the application section of the website will prevail at all times in relation to orders placed on-line. Prices quoted on screen include delivery charges and taxes (where applicable).

Prices displayed on an application form, or quoted by an NFU Countryside representative will prevail in relation to membership subscriptions placed verbally or by post.

You can either make a one-off payment for a one year membership subscription or make ongoing direct debit payments for any other membership subscription term.

NFU Countryside reserves the right to increase the price of the membership subscription on an annual basis. You will be informed of any price increase within your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible. If you are informed of the error prior to becoming an NFU Countryside Member or prior to confirming your membership renewal, you will have the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you have already paid for your membership subscription at the incorrect price, it will be honoured. Prices are for individual membership only.

10. Credit Card Payment

If you are under the age of 18 or are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details.

When you offer to subscribe to NFU Countryside either on-line, by post or verbally you are confirming that you have obtained the express prior permission of the credit/debit card holder.

11. Liability

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider.

Our liability to you in the event of magazines being lost in despatch shall at our discretion, be limited to replacement of the missing issues.

Every effort is made to ensure the accuracy of NFU Countryside Magazine; however neither NFU Countryside, the NFU nor the authors can accept liability for errors and omissions within the magazine. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

12. Third Party Rights

A person who is not a party to the membership subscription shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

13. Data Protection and use of personal data

The National Farmers Union (NFU) is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to enable your membership subscription. As a member of NFU Countryside your data will be used for marketing, statistical and analytical purposes and to administer your membership. You will receive membership communications and from time to time we will let you know about promotions. If you provide us with your e-mail address, fax or SMS number then we may send information which may be of interest. Your personal data may also be used to conduct research on our own behalf and on behalf of reputable third parties.

We sometimes allow carefully screened organisations to contact our members. Unless instructed by you, we will use your personal data in the above way, throughout the period of your subscription to NFU Countryside and for an 18 (eighteen) month period after your subscription has ended.

If you wish to obtain a copy of your personal data held by NFU then please write to the address below. Please note that you may be charged a fee of £10 for this service. You may also be asked to provide proof of your identity and for information that might help to locate the data you are seeking.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address below

14. Variation

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you.

15. Prize Draw and Competition Rules

All prize draws and competitions which are associated with our magazine subscription offers are subject to separate terms and conditions.

For the avoidance of doubt, such prize draws and competitions are only open to you if you are able to supply us with a billing address in the UK.

16. Governing Law and Jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

17. Entire Agreement

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and NFU Countryside.

18. Queries

If you have any queries or comments about your subscription please contact our customer services team:

Telephone: 0870 840 2030 (lines are open Mon-Fri 8am-6pm)

Email: info@countrysideonline.co.uk Fax: 01572 824731

Post: NFU Countryside, North Gate, Uppingham, Rutland, LE15 9PL