



TERMS AND CONDITIONS

Scope of Service

Opportunities being offered will be considered by the Fresh Start Land Partnerships Service if they are based in England only. However, those seeking an opportunity are invited from across the UK. Fresh Start Land Enterprise Centre (FSLEC) has working contacts with other land matching services in Wales, Ireland and Northern Ireland and an introduction to these services can be made if deemed more applicable than the England-based service.

Operation of Service

FSLEC will make contact with the client to establish all necessary details and their requirements in order to establish that the matching service is suitable. Once agreed that the client wishes to proceed the client will receive the full terms and conditions, participation agreement (requires signature) and an invoice for related fees (see section below).

Each client will be allocated a unique reference number which will be used in all correspondence and advertising.

Clients must indicate on the participation agreement which level of disclosure they permit in the handling of their application (this can be changed by the client at a later date if they so wish). The options are as follows and apply to both those seeking an opportunity and those offering an opportunity:

Closed application	Client’s details are run through the matching database weekly but details are not circulated via any other outlets.
Open application	<p>Client’s details are run through the matching database weekly as for a closed application, in addition to any one or all of the following marketing options as selected by the client:</p> <p>External parties: Details of the opportunity on offer or being sought are actively circulated to chosen industry advisory partners including the Young Farmers, CLA and RICS who are instructed to circulate to their contacts as they see appropriate.</p> <p>Web adverts and social media promotion: Details of the opportunity on offer or being sought are posted on FSLEC’s website and circulated via various social media forums.</p> <p>Farming press and other third parties: Details of the opportunity on offer or being sought are advertised in farming press, other press or third parties as selected by FSLEC.</p>

What happens when a potential match is found?

- Once a potential match has been identified, both parties will be notified and a brief outline of the potential matches given but without personal details being released and after contacting each party to see if they wish to proceed.
- FSLEC will then liaise with both parties to see if they wish to proceed to the next stage which is to talk through a phone meeting. FSLEC can be part of this if so required or parties can speak direct with each other.
- At the end of the year's subscription to the service and if no match has been found the client's application will be withdrawn from the system unless agreement has been reached to continue with the service and due fees have been paid.
- Once a potential match has been found, FSLEC will initiate a meeting between both parties and on request and subject to fees, can supply a third party to help with discussions at this early stage. FSLEC's role is to bring interested parties together in a joint venture.

PLEASE NOTE

FSLEC cannot provide legal/professional services but can direct the client to information sources to select their own legal /professional advice.

FSLEC has no involvement in the creation of the legal agreement.

FSLEC cannot guarantee a suitable match within the 12 month period but will make every endeavor to offer suitable potential opportunities as they become available.

Subscription and Fees

A 12 month subscription to Fresh Start Land Partnerships Service is charged at

£30/yr for clients seeking an opportunity

£50/yr for clients with an opportunity to offer, per opportunity

Subscription to Fresh Start Land Partnerships Service will commence from the date of the invoice.

Subscription lasts for 12 months. Towards the end of the 12 months FSLEC will contact clients to see if they wish to renew.

As the service is currently in its pilot stage, fees may be subject to increase at the end of the 12 month period once the pilot service has been expanded.

Full payment of fees and return of a signed **participation agreement** are required within 28 days of the date of invoicing. Failure to do so will result in participation in the service being suspended.

If at any time the client wishes to withdraw from the service they are at liberty to do so but a refund will not be given.

Registered Office: Highfield Lodge, Highfield, Leek, Staffordshire, ST13 8SG

Company Number: 9235451

Tel: 07771 911905 Email: alison@freshstartlandenterprise.org.uk

www.freshstartlandenterprise.org.uk

Subscription to the service entitles the client to:

- Entry into the weekly matching search
- Marketing as per the agreed requirements
- Receipt of an e-newsletter with updates on the service and FSLEC's activities
- Preferential availability of places on associated training course at discounted rates.

Optional Additional Services and Fees

FSLEC can offer additional services associated with the Land Partnerships Service as follows:

- Optional training courses - such as joint ventures and taxation, share farming the real need to know details. Preferential places and discounts will apply to Land Partnerships Service clients.
- Involvement of a third party at initial introductory meeting and thereafter as necessary. Fees will apply on a case by case basis.
- If any other related work is required and resources are available, FLSEC will consider each request case by case and will inform clients before starting work if any other fees will be due.

Fresh Start's Land Partnerships Service is a pilot service and as such has a requirement to capture outcomes of introductory meetings and subsequent actions in order to validate its services and funding. In this regard we require feedback from clients at intervals follow an initial meeting with a potential match. Clients may also be asked to put themselves forward as a case study for marketing and promotional material in the future. This is not mandatory and clients are at liberty to decline this request.

Confidentiality and Data Protection

Fresh Start Land Partnerships Service is committed to respecting the right to confidentiality of all land owners, prospective farmers, and anyone else interested and registered in this service. Confidentiality is fundamental and an absolute necessity. All information disclosed will be treated as confidential. Information provided will only be used for the purpose of operating the service and will only be made available, with prior permission, to others on a need to know basis for the purpose of provision of the service.

The service takes seriously its responsibilities under the Data Protection Acts. FSLEC will record all personal contact details and application details on their database. FSLEC operates under an in-house data protection policy and under no circumstances are details passed to any third party without prior agreement with the client.

All correspondence, communication, advertising and transactions will be conducted using the unique identification number unless the client has given express instruction that further details can be disclosed.

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