



**WORKING
TOGETHER
FOR A
BETTER
HARVEST**

*Farm
Programme
2012*

including terms and conditions

FOREWORD

Rob Orme, Chief Executive, Concordia

Thank you for choosing Concordia to meet your seasonal labour needs. At Concordia, we understand the vital role that your seasonal workforce plays in your business and are keen to ensure Concordia continues to work with you for many years to come. We have focused a lot during 2011 on the future of SAWS with our lobbying event in Westminster in March and being heavily involved in an NFU paper for the future of SAWS to be put to the Government. It is likely that this paper will provide the framework for the sector's lobbying until we secure the future of SAWS.

As I am sure you are aware, Concordia is a registered charity and operates on a non-profit basis. At Concordia we are proud to give people the opportunity to experience life in a foreign country, to meet people of different nationalities, see a bit of the UK – and to offer what is for many of them a life-changing experience. Without the placements provided by you and our many loyal growers and the experience you give them, we would be unable to do this. Of course, we are fully aware that you are running a 21st Century business and we aim to offer a professional service that does everything to meet your needs. However, if you can see room for improvement, please let us know either through our six monthly online survey we send out, or by emailing myself or anyone in the Concordia team.

Best wishes for a successful season in 2012.



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Every care is taken to ensure the accuracy of information provided in this booklet, however no liability can be accepted by Concordia for any loss occasioned to any person or entity acting or failing to act as a result of anything contained in or omitted from the content of this booklet.

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A FRESH APPROACH TO EMPLOYING SEASONAL WORKERS

Concordia was founded as a charity in 1943 with the aim of recruiting British volunteers to pick fruit and crops as part of the war effort. Nearly 70 years on, and we have grown considerably. Whilst we are still very much a non-profit organisation, we are now internationally recognised, providing workers and volunteers from over 50 nations with placements in the UK and abroad.

As a non-profit organisation, we have a caring ethos behind everything we set out to do. By introducing much needed workers and volunteers to the charities and farms who need help, we hope to encourage an understanding of different beliefs and cultures and promote harmony between nations. We also hope that everyone involved gets to make new friends and enjoys themselves along the way.

“We would never be able to pick our harvest without workers from Concordia. The responsibility of having young workers on our farm is huge but Concordia’s guidelines and recommendations have helped us give our seasonal employees a high standard of safe accommodation on site. When you call Concordia you find they can’t do enough for you.”

Alison Barham, Moatlands Farm Ltd, Kent.



MAKING CONNECTIONS ACROSS EUROPE

Thanks to years of working partnerships across Europe, Concordia has a good reputation abroad. We have strong partnerships in Poland, Hungary, Latvia and Lithuania as well as Bulgaria and Romania, to deliver the best candidates across Eastern Europe. All are interviewed and screened to give you motivated and quality employees in the UK. We ensure that all our agents work within our code of ethics.

- 1 Poland
- 2 Hungary
- 3 Latvia
- 4 Lithuania
- 5 Bulgaria
- 6 Romania



We have strong partnerships in Poland, Hungary, Latvia and Lithuania as well as Bulgaria and Romania, to deliver the best candidates across Eastern Europe.

WE DO MUCH MORE THAN PROVIDE SEASONAL LABOUR



To make sure everyone involved gets to live, learn and experience – to the full, we provide support and advice to seasonal employees and their employers – all year round.

- We ensure a farm's working and living conditions are not only compliant with all current legislation for SAWS participants but also meet our own specific standards too
- We ensure all participants are legally allowed to work in the UK and have insurance cover
- We'll look to replace any worker who leaves early or is dismissed within a month of placements
- We offer a mediator service to act in disputes between yourself and any worker
- We advise on a range of employment issues, from tax and insurance to employment law and health and safety
- We offer a pastoral care service that gives practical help in any kind of emergency
- We are flexible, so can accommodate your changing requirements for more or less seasonal employees, if your situation changes

BRINGING RETURNEES BACK TO YOU

Every year many seasonal workers want to return to the farm that they worked on that year. It's a win win situation as you can re-employ your best workers and the returnees know they will be happy in their placement for the next season.

It's a good idea to have a mix of both new participants and returnees in your plan as not all requested returnees may want or be able to come back. New workers will also give you a new set of people to request again for the next year as returnees only generally work for two or three seasons.

We're happy to accommodate your returnee requests wherever possible. We do however need the details of returning workers at least 3 months before the work placement starts. This is to ensure that your work placement is filled in case some returnees are unable to come back.

We do not prematurely fill the placement with another seasonal worker. In the interests of fairness, once a place is booked out to an agent, we are unable to exchange this placement for a returnee.

BESPOKE TRAINING FOR RETURNEES

At Concordia we like to nurture people's potential. That's why we've enhanced our Student Worker Education Programme (SWEP) to become more bespoke to a grower's and returning worker's needs.

Growers and returnees alike have greatly benefited from SWEP. Growers are training proven employees who they already know and trust, while giving a chance for returning workers to develop and improve their CV while working on a farm for up to an eleven month period.

In our updated course, Concordia will identify any bespoke requirements needed by the grower and participant such as Tractor Driving, Food Hygiene, Supervisory/Team Leadership, Fork-lift training and Pesticide training.

We will then arrange for one bespoke training module to take place within the fee structure at a convenient time that allows the participant to get the most out of their work and study placement.



To find out more about SWEP for returnees, call Amy Wood on 07808 888 525 and show your interest on the Employers Requirements 2012 booklet.



HELPING BUSINESSES

Reliable Seasonal workers when you need them.

Langdon Manor in Faversham, Kent takes great pride in producing high quality, flavourful soft fruit for their customers. Alastair Brooks of Langdon Manor has seen his business grow from strength to strength over the last decade. Alastair Brooks says:

"We first started working with Concordia back in the 1970s. They supplied us with small numbers of reliable motivated seasonal workers. But as the workforce for seasonal labour changed, we began to rely more and more on Concordia. The steady supply of quality labour has allowed us to grow and meet the demands of a challenging market place."

Sharing the same values and ethics

As a non-profit organisation and registered charity, Concordia's approach of ensuring high standards for seasonal staff, is shared by Alastair Brooks:

"I trust Concordia and the providence of the pickers. Concordia has helped ensure that standards of accommodation are good, that my seasonal workers are happy and consequently more productive, and I run a business that's attractive to work for"

Additional support when it's needed most

Concordia's pastoral care is on hand to help financially and emotionally should the worst happen and workers need emergency repatriation, counselling or help with hospital care. Such a scenario became reality at Langdon Manor in 2009 and Alastair Brooks was able to call on Concordia for advice and financial support in caring for a member of staff. He says of the experience:

"Having Concordia's help and support in such a crisis was invaluable. It was good to have a support blanket."

Looking to the future

Langdon Manor continues to work with Concordia for their supply of seasonal labour because they offer a reliable and quality worker. Alastair Brooks says:

"Knowing we have a reliable workforce of seasonal workers from Concordia means we can grow our business year on year."

"Knowing we have a reliable workforce of seasonal workers from Concordia means we can grow our business year on year."

**Alastair Brooks,
Langdon Manor**

YOUR GUIDE TO THE SEASONAL AGRICULTURAL WORKERS SCHEME (SAWS)



Concordia will work with you to give all the guidance and advice you need to ensure you meet all the requirements of the scheme.

What is SAWS?

We're one of just four multiple operators appointed by the Home Office to manage the supply of seasonal employees from Romania and Bulgaria to UK farms. These young people are mainly students or recent graduates who want to earn some money, learn a little of our culture and improve their language skills. Once approved, they can work for up to six months in the UK and can undertake the following kinds of work:

- Planting and gathering
- Processing and packing
- Handle livestock

As a farmer wanting to take on seasonal employees through SAWS, you'll have to meet certain criteria too:

- Pay seasonal workers at least the minimum wage
- Provide suitable working conditions and accommodation
- Ensure the work is seasonal and lasts for at least 5 weeks
- Ensure proper supervision

How does it work?

The Home Office allows a fixed number of overseas workers through the scheme each year. In 2011 the quota was 21,250 places for Bulgarian and Romanian nationals who are given a work card allowing them to work in the UK for up to six months. This quota is reviewed each year by UK Border Agency.

What is the role of the operator?

- Source and recruit eligible workers to take part in the scheme
- Work with the growers to ensure suitable work placements and accommodation are provided to the SAWS participants
- Ensure workers are treated fairly and lawfully
- Ensure farmers and growers are provided with people who are suitable to do the work on offer

As an operator, Concordia will work with you on site to give all the guidance and advice you need to ensure you meet all the requirements of the scheme. A formal agreement will then be drawn up between you and Concordia, who will then visit your farm to ensure all standards set by the Home Office are met. *For full terms and conditions of the scheme, see page 10.*

EMPLOYER REQUIREMENT DEADLINES FOR 2012

To help ensure your seasonal workforce including any returnees you would like to employ for 2012, please return your Employer Requirements booklet on time.

Even if you need work placements much later in the year, we still need to take into account your requirements in January 2012 to ensure the work cards are allocated correctly throughout the year.

Deadlines: for work placements starting from:

- **January to March 2012, the deadline is 21 November 2011**
- **April to December 2012, the deadline is 16 January 2012**

ON-GOING SUPPORT IS ON-HAND

If you require any of the forms in electronic format or need help completing them, just call the Employer Services Team on:

tel **01273 422 293 (option 1)**

email **farms@concordia.org.uk**

We're here to help you.



FULL TERMS AND CONDITIONS

Charges to Concordia Registered Employers

The charges are broken down into two elements.

The Employer Registration Fee is paid by all Concordia Registered Employers, and gives the employer access to Concordia's expertise in the employment of seasonal workers (an invoice for Concordia registration in 2012 is enclosed with this document – please note that this is dated 1st January 2012 and is payable by 31st January 2012).

A charge is also made for each participant that Concordia supplies to the employer. However, the employer will not be charged for any participant that does not arrive to fulfil their work placement or who leaves within the first four weeks of the placement, due to circumstances beyond the control of the employer. Concordia reserves the right to impose a charge for cancellations made by employers within two weeks of the start date.

For budgetary purposes please see indicative levels of what the charges are likely to be for 2012. We will confirm these charges by the end of 2011 which won't exceed the costs below.

- Farm Registration Fee – £83.33 + VAT
- Charges for each Participant – £69 + VAT
- Charges for each A8 participant - £63 + VAT

Seasonal Agricultural Workers Scheme (SAWS)

Work Permits (UK), a department of the Home Office manages SAWS and appoints Operators to administer the scheme on its behalf. The scheme provides farmers and growers with a source of overseas labour to help meet any shortfall in the supply of seasonal workers from within the UK and those EU states with access to our labour market. Only nationals of Romania and Bulgaria are permitted to participate in the SAWS.

Other EU Countries

Concordia has forged strong links with some European countries which include Poland, Latvia, Lithuania, Estonia, Hungary, Czech Republic, Slovakia and Slovenia. These links enable us to offer motivated people who wish to gain work experience in their chosen subject.

Non Students

In accordance with European Law, Concordia is obliged to recruit non student workers alongside our student labour and to accept applications from suitably qualified workers who meet the needs of your job specification.

Definitions

SAWS – Seasonal Agricultural Workers Scheme.

Participant – A seasonal worker provided to an employer by Concordia.

Work Placement – The period of time a participant is employed by the employer.

AWO – Agricultural Wages Order, for the country in which the participant is employed. There are separate AWOs for England and Wales, Scotland and Northern Ireland.

NMW – Regulations National Minimum Wage Regulations 1996, as amended.

By accepting this agreement, or by accepting workers placed by Concordia, you agree to be legally bound by the following terms and conditions. If you do not wish to be bound by the terms and conditions of this agreement do not sign the agreement or accept Concordia participants.

1 Obligations of Concordia Registered Employers

1.1 Wages

All Concordia participants must be paid in line with the NMW Regulations or the AWO currently in force at the time. In the case of piece work rates, these must equate to at least the national minimum wage or AWO rates over the pay reference period. It is the employer's responsibility to ensure the correct category for rates of pay are being applied.

1.2 Payslips

All participants must be issued with an official payslip showing the following information (in accordance with the Employment Rights Act 1996 Section 8 (1)):

- Hours worked
- Rates of pay
- Gross earnings
- Net earnings
- Details of any holiday pay, sick pay or other benefits
- Any deductions made from the participants' wages, including the reason for the deduction
- How the wage will be paid, i.e. BACS, cash or cheque

Concordia recommend that participants are paid weekly.

1.3 Tax & National Insurance

To ensure that all participants pay the correct Tax and National Insurance payments. Concordia can give employers help and advice about Tax and National Insurance.

1.4 Wage deductions

To ensure that no deductions are made from participants' wages except those legally allowed. To ensure that, where deductions are made from a participant's wages other than those legally required, the participant has consented to those deductions in writing. The details of any deductions from wages must be recorded on the payslip.

1.5 Accommodation

To offer to all Concordia participants suitable accommodation either on-site or nearby. All accommodation should be clean, with suitable sanitary arrangements, offer hot and cold water,

showers and a reasonable area for food preparation. All electrical equipment must be properly maintained and the participant must be supplied with a copy of the current (annual) gas safety certificate as required by the Gas Safety (Installations and Use) Regulations 1998. In all cases, the employer must conduct an annual accommodation risk assessment (sample risk assessments can be obtained from Concordia) and provide a copy to Concordia at least two months before students arrive. Concordia's "Good Practice Guide for Employers" sets out minimum requirements and best practice in respect of accommodation. Participants must be permitted to find their own alternative accommodation if they wish to do so.

1.6 Deposit on accommodation

Employers often wish to ask for an accommodation deposit to set against any damage which may occur during the participant's stay. Concordia no longer recommends this because of Ethical Trading Initiative (ETI) concerns but suggests that an agreement, to deduct the cost of any wilful or negligent damage, should be signed allowing this to be deducted from final payment. If you decide to take a deposit it should be for a reasonable amount (£100 maximum) and deducted from the second and subsequent week's wages with a detailed receipt issued to each participant. Providing the accommodation is left in a clean and tidy condition, the accommodation deposit should be refunded in full at the end of the work period. No deduction from the deposit may be made because the participant leaves the employment early. In all cases permission to deduct must be obtained in writing.

1.7 Accommodation charges

The employer may make an accommodation charge, so long as it is in line with both the NMW Regulations and the appropriate AWO, whichever applies to the participant. The maximum amount for 2012 is £4.73 per day or £33.11 per week.

Charges for utilities and other services must only be made in accordance with the provisions of the appropriate AWO and NMW Regulations. The Court of Appeal has ruled that any charge the worker is obliged to pay as a precondition of being provided with accommodation by an employer (including charges for gas and electricity, laundry and provision of furniture) must be regarded as a charge paid in respect of accommodation. This charge may not be offset against the minimum wage.

1.8 Job and accommodation description

To provide Concordia with an accurate description of the work which participants will undertake, together with details of all accommodation charges or costs which the participant will be asked to pay. You should make clear which charges will be deducted from wages and which are for optional services and paid in cash. These details will form the basis of your agreement with the participant and changes may not be made unless notified at least four weeks prior to the requested arrival date. It is important that you check the details carefully before returning them or signing the agreement and registration form.

1.9 Limited work conditions

If work is seriously limited, for example because of poor weather conditions, employers should reduce the rent charged to participants. If an employer believes that these circumstances are likely to be for a prolonged period of time, they should contact Concordia so that a transfer or loan to another employer can be arranged for the affected participants.

1.10 Appropriate supervision

To be able to demonstrate they have appropriate supervisory arrangements in place to manage and support the number of participants that are employed. Such arrangements must comply with Health and Safety Executive legislation and regulatory requirements relating to the safety of the working environment.

1.11 Terms and conditions of employment

To have provided all participants, who have been continuously employed for more than one month, with a written statement of terms and conditions of employment. For advice on this please contact Concordia.

1.12 Disciplinary procedures

To have in place proper disciplinary and grievance procedures for participants. Sample procedures are available from Concordia.

1.13 Equal opportunities

To comply with legislative requirements in terms of equality of opportunity and not to discriminate unfairly on the basis of race, marital status, colour, nationality, ethnic or national origin, disability, age, sex or sexual orientation, religious beliefs, or political opinion. A sample Equal Opportunities statement is available from Concordia.

1.14 Working Time Regulations

To comply with the requirement of the Working Time Regulations. This currently restricts the average number of hours worked per week to 48 hours, unless the participant has freely signed an opt-out agreement. A sample agreement for up to 60 hours work is available from Concordia. An accurate record of the hours worked by all participants must be maintained and participants must be allowed to take any statutory breaks (including rest days) to which they are entitled.

1.15 Health and Safety risk assessment

The work placement must have been properly risk assessed for health and safety and provide a safe working environment for all participants. The employer of all participants is legally responsible for their health and safety in the workplace (Health and Safety at Work Act 1974). To comply with this proper training should be given to all participants. Concordia requires that, on arrival, participants should be given an induction, at which procedures such as fire drill, health & safety etc are discussed. It is recommended that a printed copy of the discussion is handed to each participant. Whilst Concordia tries very hard to ensure that each participant has at least some English, the induction may be the first time the participant has heard a native speaker of English and therefore their understanding may be limited to begin with. Risk assessments must take this into account.

1.16 Concordia Field Officer visit

Employers must permit a visit from Concordia's Field Officer at least once per year to inspect accommodation, ensure licensing standards are met and to be able to speak with participants without their employer present.

1.17 Employer Liability Insurance

To meet the requirements of the Employer Liability Insurance (Compulsory Insurance) Act 1969 employers must provide evidence of adequate liability insurance provided by a FSA approved insurer. Any change to the cover provided must be notified immediately to Concordia. In the event of an accident at work, the employer must complete an Accident Report and notify Concordia of the incident. In certain circumstances (these are specified under the RIDDOR regulations 1995) the employer must notify the Health and Safety Executive.

1.18 Payment terms

To pay all monies owed to Concordia for the supply of participants in accordance with our payment terms; invoices are payable within 30 days.

2. Additional obligations of Concordia Registered Employers accepting SAWS participants

- 2.1** That all work offered is both seasonal and agricultural (as defined within the 1947 Agricultural Act).
- 2.2** That all SAWS participants are offered a reasonable expectation of continuous work (subject to weather etc), so that each participant will have the opportunity to work for a minimum of 39 hours per week during their stay.
- 2.3** That SAWS participants may only be lent to other employers in exceptional circumstances, for a limited period of time (up to two weeks) and where there is no financial gain to the original employer. The other employer must be a Concordia registered employer and the loan can only be made with the prior permission of Concordia who will provide written permission for the temporary arrangement. Your request for participants must be for sole use only and they cannot be sub-contracted.
- 2.4** That no SAWS participant be allowed to work in pack houses which pack any produce not grown by the employer or, in the case of co-operatives and producer organisations, any produce not grown by Concordia farms who are members of such a group.
- 2.5** All SAWS participants must be able to produce a current work card. Employers should make a copy of this and the participant's passport details in order to comply with Section 8 of the Asylum & Immigration Act 1996.
- 2.6** That the employer must allow periodic inspections by the Home Office.
- 2.7** While daily worker contracts may be used in the agricultural sector, they do not meet the intention of SAWS (see 2(b) page 13). Therefore, daily worker contracts must not be used for SAWS participants. See our website for full details.

3. Concordia's obligations to employers

- 3.1** To ensure that all participants supplied to an employer are legally able to work in the placement. This includes Concordia being licensed by the Gangmasters Licensing Authority (number CONCO002). Active checks may be made at: www.gla.gov.uk
- 3.2** Where possible to supply the number and type of participants requested and agreed. To advise the employer at the earliest opportunity, if this proves difficult, to enable them to seek an alternative source of labour (usually not later than one month prior to harvest). Employers should be aware that the number of SAWS participants is strictly limited and is intended to add to but not replace the supply of EU/UK labour. No guarantee can be made as to the number of SAWS participants that Concordia will be able to supply to any given employer. Concordia therefore reserves the right to place a proportion of non-SAWS workers where mainly SAWS have been requested.
- 3.3** To provide the employer with a list of names of those participants recruited and, where appropriate, a P38(S) form for each participant, prior to the work period commencing. With the increased number of non students we now insist that students supply us with proof they are in full time education.
- 3.4** To offer advice to employers concerning:
 - The administration of participants, their care and welfare
 - Tax and National Insurance
 - NMW Regulations and AWO
 - Employment law and good practice
 - Health and Safety
 - Occupational Health
- 3.5** To replace participants who leave early, or who are dismissed where there are other participants available.
- 3.6** To act as mediator in any dispute between an employer and a participant.
- 3.7** To offer support in the event of crop failure by transferring workers elsewhere.
- 3.8** To assist with an unexpected need for additional labour.
- 3.9** To provide Field Officers who visit each employer at least once per year, and where appropriate, ensure that each placement falls within the guidelines issued by the UK Border Agency (Home Office) and the Gangmasters Licensing Authority. They will ensure that working and accommodation standards are appropriate and that wages are being paid correctly according to the current AWO and NMW Regulations. If they are not, they will advise you what steps need to be taken to maintain standards and ensure your ongoing registration.
- 3.10** Not to remove any employer from the list of Concordia's Registered Employers except in accordance with published guidelines.

3.11 To investigate any complaint made by an employer using our published complaints procedure.

3.12 To provide limited funding to employers for approved educational activities which enhance the cultural exchange between participants or improve the quality of their experience. Further details available on application..

3.13 To provide emergency help and other assistance to participants in accordance with published policies; including providing translations and interpreting services, counselling services, covering the cost of travel in an emergency, support in case of accident or illness including, from time to time, ex-gratia payments to participants who are in financial difficulty due to no fault of their own.

3.14 To ensure the eligibility of all SAWS participants and to offer them pastoral support during their stay.

3.15 To ensure that all participants have suitable travel insurance, either through Concordia or with an insurer in their home country.

3.16 To charge employers only those charges advertised in advance of the placement being confirmed to you.

4. Charges and payment

4.1 The charges to employers are set out in the section entitled "Charges to Concordia Registered Employers" on page 10.

4.2 Concordia shall invoice the employer monthly in arrears.

4.3 The employer shall pay each invoice submitted by Concordia:

4.3.1 within [30] days of the date of the invoice; and

4.3.2 in full and in cleared funds to a bank account nominated in writing by Concordia, and time for payment shall be of the essence of this agreement.

4.4 All amounts payable by the employer under this agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under this agreement by Concordia to the employer, the employer shall, on receipt of a valid VAT invoice from Concordia, pay to Concordia such additional amounts in respect of VAT as are chargeable at the same time as payment is due.

4.5 Without limiting any other right or remedy of Concordia, if the employer fails to make any payment due to Concordia under this agreement by the due date for payment, Concordia shall have the right to charge interest on the outstanding sums as well as compensation for the delay in payment plus costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.

4.6 The employer shall pay all amounts due under this agreement in full without any deduction or withholding except as required by law and the employer shall not be entitled to assert any credit, set-off or counterclaim against Concordia in order to justify withholding payment of any such amount in whole or in part. Concordia may, without limiting its other rights or remedies, set off any amount owing to it by the employer against any amount payable by Concordia to the employer.

5. Limitation of liability: The Employers' attention is particularly drawn to this clause

5.1 Nothing in these Conditions shall limit or exclude Concordia's liability for:

5.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

5.1.2 Fraud or fraudulent misrepresentation; or

5.1.3 Any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability.

5.2 Subject to clause 5.1:

5.2.1 Concordia shall not be liable to the employer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this agreement including but not limited to any losses that may result from loss or damage, loss of profit, interest, business, goodwill, contracts, revenues or savings and the incoming liability for loss or damage suffered by third parties (including in each case incidental and/or punitive damages); and

5.2.2 Concordia's total liability to the employer in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by loss or damage, loss of profit, interest, business, goodwill, contracts, revenues or savings and the incoming liability for loss or damage suffered by third parties (including in each case incidental and/or punitive damages) shall not exceed £10,000.

5.3 Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

5.4 This clause 5 shall survive termination of this agreement..

6. Termination

6.1 Without limiting its other rights or remedies, each party may terminate this agreement with immediate effect by giving written notice to the other party if:

6.1.1 The other party commits a material breach of this agreement and (if such a breach is remediable)

fails to remedy that breach within thirty days of that party being notified in writing of the breach;

- 6.1.2** either party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over all of its assets or undertakings or any part of the assets or undertakings, or a resolution is passed or a petition presented to any court for the winding up of either party or for the granting of an administration order in respect of either party, or either party proposes any of the above.
- 6.1.3** any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.1.2;
- 6.1.4** The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 6.1.5** The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 6.2** Without limiting its other rights or remedies, Concordia may terminate this agreement with immediate effect by giving written notice to the employer if the employer fails to pay any amount due under this agreement on the due date for payment.
- 6.3** Without limiting its other rights or remedies, each party shall have the right to terminate this agreement by giving the other party three months' written notice.
- 6.4** Without limiting its other rights or remedies, Concordia shall have the right to suspend provision of the participants under this agreement or any other contract between the employer and Concordia if the employer becomes subject to any of the events listed in clause 6.1.2, or Concordia reasonably believes that the employer is about to become subject to any of them, or if the employer fails to pay any amount due under this agreement on the due date for payment.

7. Consequences of termination

On termination of this agreement for any reason:

- 7.1.1** the employer shall immediately pay to Concordia all of Concordia's outstanding unpaid invoices and interest and, in respect of participants supplied but for which no invoice has been submitted, Concordia shall submit an invoice, which shall be payable by the employer immediately on receipt;
- 7.1.2** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry; and
- 7.1.3** Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

8. General

8.1 Force majeure:

- 8.1.1** For the purposes of this agreement, Force Majeure Event means an event beyond the reasonable control of Concordia including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Concordia or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 8.1.2** Concordia shall not be liable to the employer as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- 8.1.3** If the Force Majeure Event prevents Concordia from providing any of the participants for more than twelve weeks, Concordia shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the employer.

8.2 Assignment and subcontracting:

- 8.2.1** Concordia may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.
- 8.2.2** The employer shall not, without the prior written consent of Concordia, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

8.3 Waiver:

8.3.1 A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8.3.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

8.4 Severance:

8.4.1 If a court or any other competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8.4.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8.5 No partnership: Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

8.6 Third parties: A person who is not a party to this agreement shall not have any rights under or in connection with it.

8.7 Variation: Any variation, including the introduction of any additional terms and conditions, to this agreement, shall only be binding when agreed in writing and signed by Concordia.

8.8 Entire Agreement: This agreement constitutes the entire understanding between the parties in respect of the subject matter of this agreement and supersedes all prior representations, writings, negotiations, understandings and discussions between the parties relating to the subject matter of this agreement.

8.9 Governing law and jurisdiction: 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

THE PASTORAL SERVICES SCHEME

A safe environment to live, learn and experience

As a caring organisation, we keep aside part of our funding to provide a safety net to all our seasonal employees should things ever go wrong. Our care scheme is there to make an employee's stay safer and more enjoyable. It includes ways to get help and advice in case of an emergency and a range of educational opportunities. We also try to ensure our seasonal employees make the most of their stay in the UK by encouraging them to mix with the local community.

Help for seasonal employees if things go wrong:

- The reassurance that we are always there to help anyone that needs it
- A telephone helpline and interpreting services
- We will help deserving cases with financial assistance as well as transport costs for seasonal employees travelling between farms due to a transfer that was not their fault

- Help with costs following a serious incident or accident
- One-off payments to employees who find themselves in financial difficulty

Educational opportunities for seasonal employees:

- English language lessons
- Practical study trips
- We actively encourage the integration and interaction with the local community

Full Terms and Conditions and an application form are available on our website at:

www.concordia.org.uk/pastoral_care



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