

# NFU Legal Assistance Scheme

## Terms and conditions of the NFU Legal Assistance Scheme

### Introduction and status of the NFU Legal Assistance Scheme

1. This document sets out the terms and conditions of membership of the NFU Legal Assistance Scheme ("LAS" or the "Scheme"). This document is important and you should read it carefully in conjunction with the LAS Rules and the Operating Protocols available on [www.nfuonline.com](http://www.nfuonline.com)
2. The LAS is a discretionary contributory benefit scheme, and is not a legal expenses insurance policy.
3. Under the Scheme, Scheme Members can apply for a financial contribution towards the cost of professional fees incurred in disputes arising out of their businesses as farmers and growers ("Awards"). Awards will be made in accordance with these Terms and Conditions.
4. Whilst the grant of Awards is at the discretion of the LAS Team and the Legal Board, all applications for Awards ("Applications") will be reviewed on a fair and consistent basis. Scheme Members have the right to appeal against any decision of the LAS Team to refuse an Application. Further details of the appeal procedure can be found at paragraph 29 of these Terms and Conditions.
5. These Terms and Conditions may be varied by the Legal Board (with the approval of the Governance Board) from time to time. Save in respect of any change required to comply with law or applicable regulation (which may be made with immediate effect) any change to these Terms and Conditions will take effect from the commencement of the next Scheme Year after such change has been approved by the Governance Board. Scheme Members will be notified of any changes to be/which have been made when membership renewal information is sent to Scheme Members.
6. Capitalised terms used in this document have a specific meaning – these meanings can be found in paragraph 31 of this document.

### Membership

7. Membership of the LAS is open to:
  - (a) Farmer & Grower Members; and
  - (b) Farmer & Grower Member Organisations,("Qualifying NFU Members").
8. Qualifying NFU Members may become Scheme Members by paying the annual membership subscription set by the Legal Board ("Subscription"). The Subscription for each Scheme Year is agreed by Council and shall be notified to all Qualifying Members prior to the commencement of each Scheme Year.
9. Subscriptions shall be due on 1 November of each year.
10. Membership of the Scheme shall cease immediately in the event that a Scheme Member fails to pay a Subscription when due.

## NFU Legal Assistance Scheme

### Terms and conditions of the NFU Legal Assistance Scheme

#### Eligibility for Awards

11. Scheme Members may apply for financial support in respect of dispute resolution (civil or criminal) arising out of their business as a farmer and/or grower, including certain diversification businesses. Awards are not granted in respect of non-contentious matters, neither in respect of HMRC inquiries or investigations, nor in other dispute resolution matters that do not affect the farming or growing business.
12. Examples of the types of matters in respect of which Awards may be granted can be found in the Eligibility Criteria which is available on [www.nfuonline.com](http://www.nfuonline.com)
13. Support may also be granted in respect of mediation or other forms of alternative dispute resolution at the discretion of the LAS Team and the Legal Board in relation to disputes between NFU Members ("Inter-Member Disputes").
14. Awards may be made in respect of disputes arising during the period of membership of the relevant Scheme Member, but not otherwise. A dispute shall be treated as having arisen when the Scheme Member became aware (or ought reasonably to have known) that the underlying facts or circumstances would be likely to give rise to a dispute. Determination as to when a dispute arose shall be made by the LAS Team in its absolute discretion. Scheme Members may appeal against such determination in accordance with these Terms and Conditions.
15. Awards shall not be granted towards professional fees incurred prior to the first notification of the dispute to NFU CallFirst or any NFU member of staff.
16. Scheme Members wishing to make an Application should contact NFU CallFirst on 0370 845 8458.

#### No advice

17. The LAS is a discretionary contributory benefit scheme. The LAS does not provide legal or other advice in relation to disputes in respect of which Applications are made or Awards granted.
18. Scheme Members are responsible for instructing their own professional advisers ("Retained Professional Advisers") in relation to any dispute. The Relevant Scheme Member and their Retained Professional Adviser shall have sole conduct of the dispute. The NFU expressly disclaims any liability for any advice given by any Retained Professional Adviser, including, without limitation, any Panel Firm.

#### Granting Awards

19. The LAS Team and the Legal Board have absolute discretion in making Awards. Neither the LAS Team nor the Legal Board are obliged to give reasons for rejecting an Application.
20. Awards may be made subject to such conditions as the LAS Team and the Legal Board deem appropriate.
21. No contribution will be made towards the VAT element of any professional costs unless the Scheme Member informs the LAS Team when making the Application that they are not VAT registered.

## **NFU Legal Assistance Scheme**

### **Terms and conditions of the NFU Legal Assistance Scheme**

22. Awards shall not be made in respect of professional fees to the extent such fees are recoverable under any legal expenses insurance policy maintained by the relevant Scheme Member. The LAS Team may require Scheme Members to provide copies of any relevant insurance policy prior to the making or payment of any Award.
23. If an initial Award is made, the LAS Team and the Legal Board may at their discretion grant additional Awards having regard to the circumstances of the dispute (including in light of any new facts or circumstances which arise during the conduct of the dispute) until such time as the case is concluded or the LAS Team and/or the Legal Board confirm an Award as a final contribution.
24. Sums due under an Award are payable to the relevant Scheme Member on production of receipted invoices in respect of relevant professional fees whilst they remain in membership. In exceptional circumstances, the LAS Team may make payment of the award directly to the Retained Professional Adviser with the express written consent of the Scheme Member.

### **Repaying Awards**

25. If on conclusion of the dispute and/or any other subsequent related claim arising from the same or the subject matter to which it relates (either by way of an out of court settlement or by judgment), the Retained Professional Adviser recovers all or some of their professional costs from the other party, the Scheme Member agrees that they will on demand refund to the LAS the Relevant Sum of any Award paid to the Scheme Member. Save in the case of manifest error, the determination of the LAS Team and/or the Legal Board as to the Relevant Sum shall be final and binding on the Scheme Member.
26. If the matter is settled successfully by an out of court settlement under a confidentiality clause or without identifying the amount of costs recovered in the settlement figure, the Scheme Member will be required to refund the total of all Awards paid in relation to the dispute.

### **Authorising access to records etc.**

27. By making an Application, the relevant Scheme Member authorises:
  - (a) their Retained Professional Adviser to provide relevant updates and disclose to the LAS Team all information and documentation that the LAS Team may reasonably require relating to the relevant dispute, including (without limitation) in respect of material developments in relation to the dispute and the level of costs incurred at any time; and
  - (b) the LAS Team to discuss the Scheme Member's funding position fully with their Retained Professional Adviser; and
  - (c) the NFU to use information from their case, on an anonymous basis, to help other NFU members with similar problems around the country; and
  - (d) the NFU to notify their relevant group secretary and County Adviser about the Application.
28. By accepting an Award, the relevant Scheme Member:
  - (a) agrees to inform the LAS Team in the event of any material development in relation to the dispute, and to provide upon request details of all professional fees incurred by them in relation to the dispute; and

## NFU Legal Assistance Scheme

### Terms and conditions of the NFU Legal Assistance Scheme

- (b) authorises the NFU to use information from their case (on an anonymous basis) to provide assistance to NFU Members experiencing similar situations.

#### Appeals

29. Without prejudice to the discretion of the LAS Team as to whether to make any Award, in the event an Application is refused, Scheme Members may appeal in the following circumstances:

- (a) where the Scheme Member has been informed that their case falls outside the scope of the Scheme (including, without limitation, pursuant to paragraphs 13 or 14 above) and are therefore ineligible and they dispute the reasoning behind the decision; or
- (b) In light of new facts or circumstances which arise following a decision that a case is not eligible or that no further funding will be provided.

30. Details of the appeals procedure can be found at [www.nfuonline.com](http://www.nfuonline.com)

#### Defined terms

31. In this document:

"Applications" has the meaning given to it in paragraph 4.

"Awards" has the meaning given to it in paragraph 3.

"Constitution" means the constitution of the NFU from time to time in force and also available on [www.nfuonline.com](http://www.nfuonline.com)

"Farmer & Grower Members" has the meaning given to it in the Constitution.

"Farmer & Grower Member Organisations" has the meaning given to it in the Constitution.

"Governance Board" has the meaning given to it in the Constitution.

"Inter-Member Disputes" has the meaning given to it in paragraph 12.

"LAS" or the "Scheme" means the NFU Legal Assistance Scheme.

"LAS Advisers" means the professional advisers (including the LAS manager) who are responsible for managing the Scheme.

"LAS Manager" the LAS Adviser with responsibility for oversight of the remaining LAS Advisers and for reporting to the Legal Board.

"LAS Team" means the LAS Manager, LAS Advisers, the Specialist Advisers Team in respect of determining eligibility for support, and the Panel Firms, in respect of 'self-certification'.

"Self-Certification" means delegated authority to NFU Legal Panel Firms to grant Awards for relevant disputes up to the specified limit within the agreed protocol.

## NFU Legal Assistance Scheme

### Terms and conditions of the NFU Legal Assistance Scheme

"Legal Board" is a body formed by NFU Council in accordance with the NFU Constitution and comprises eight members who are appointed biannually from the seven English Regions of the NFU and NFU Cymru. The Legal Board is responsible for the management and strategy of the LAS and its funds.

"NFU" means the National Farmers' Union.

"NFU Members" means members of the NFU from time to time.

"Panel Firms" means the firms of solicitors appointed to the Scheme Panel, a list of which is available on [www.nfuonline.com](http://www.nfuonline.com)

"Qualifying NFU Members" has the meaning given to it in paragraph 7.

"Relevant Sum" means, for the purposes of paragraph 25, [the amount of all Awards paid in relation to the dispute multiplied by the fraction resulting from the division of the total amount of the costs recovered from an opposing party by the total amount of professional fees incurred by the Relevant Scheme member in relation to the relevant dispute].

"Retained Professional Advisers" has the meaning given to it in paragraph 18.

"Scheme Member" means a Qualifying NFU Member who has paid the Subscription in respect of the relevant Scheme Year.

"Scheme Panel" the panel of firms of solicitors maintained by the NFU to provide services to Scheme Members and who are able to self-certify Awards in respect of non Inter-Member Disputes up to the specified limits within the agreed protocols.

"Scheme Year" means each year commencing on 1 November.

"Subscription" has the meaning given to it in paragraph 8.

"Terms and Conditions" means the terms and conditions of membership of the Scheme set out in this document.