



Agriculture Act 1970

1970 CHAPTER 40

PART IV

FERTILISERS AND FEEDING STUFFS

Obligations relating to material sold and prepared for sale

68 Duty of seller to give statutory statement

- (1) Subject to the provisions of this section, a person who sells material of a prescribed description for use as a fertiliser or feeding stuff shall give to the purchaser a statement in writing (in this Part of this Act referred to as a statutory statement) in such form, if any, as may be prescribed containing—
 - (a) such particulars as may be prescribed of the nature, substance or quality of the material; and
 - (b) such information or instructions as to the storage, handling or use of the material as may be prescribed.
- (2) Subsection (1) of this section shall not apply—
 - (a) to sales of two or more materials which are mixed at the request of the purchaser before delivery to him; or
 - (b) to sales of small quantities (that is to say, sales in quantities of not more than fifty-six pounds or the prescribed metric substitution) if the material sold is taken in the presence of the purchaser from a parcel bearing a conspicuous label on which are marked in the prescribed manner the matters which would, apart from this subsection, be required to be contained in a statutory statement on the sale of the material.
- (3) Any statutory statement required to be given on the sale of any material shall be given not later than the time when the material is delivered to the purchaser and, if given before that time, shall be deemed to have been given at that time; but regulations may permit the statutory statement to be given later in such cases and subject to compliance with such conditions, if any, as may be specified in the regulations.

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- (4) Any person who—
- (a) fails to give a statutory statement within the time or in the form required by or under this section, or gives a statutory statement which does not contain all or any of the information or instructions required to be contained in it by virtue of subsection (1)(b) of this section; or
 - (b) gives a statutory statement which, as respects a sampled portion of the material—
 - (i) does not contain all or any of the particulars required to be contained in the statement by virtue of subsection (1)(a) of this section; or
 - (ii) contains any such particulars which are false to the prejudice of a purchaser; or
 - (c) sells or exposes for sale material from a parcel purporting to be labelled as mentioned in subsection (2)(b) of this section in a case where the label does not contain all or any of the said particulars or contains any such particulars which are false as aforesaid,

shall be liable on summary conviction to a fine not exceeding £400 or, on a second or subsequent conviction under this subsection, to a fine not exceeding £400 or imprisonment for a term not exceeding three months or both.

- (5) In proceedings for an offence under paragraph (b) of subsection (4) of this section the fact that any particulars ought to have been included or are false shall be proved by evidence of the result of an analysis of the sample taken from the portion in question ; and in proceedings for an offence under paragraph (c) of that subsection the fact that any particulars ought to have been included or are false shall be proved by evidence of the result of an analysis of a sample taken by an inspector in the prescribed manner from the material sold or, where the alleged offence is exposing for sale, from the parcel bearing the label.
- (6) Failure to comply with this section shall not invalidate a contract of sale ; and a statutory statement shall, notwithstanding any contract or notice to the contrary, have effect as a warranty by the person who gives it that the particulars contained in it are correct; but in Scotland a contract of sale may not be treated as repudiated by reason only of a breach of that warranty.

69 Marking of material prepared for sale

- (1) Subject to the provisions of this section, a person who has material of a prescribed description on his premises for the purpose of selling it in the course of trade for use as a fertiliser or feeding stuff shall—
- (a) as soon as practicable after it is made ready for sale, or
 - (b) if it is ready for sale when it comes on to the premises and is not then already marked as required by this section, as soon as practicable after it comes on to the premises,

and in either case before it is removed from the premises, mark it in such manner, if any, as may be prescribed with the matters required to be contained in a statutory statement relating to that material, and shall secure that the material continues to be so marked until it leaves the premises.

- (2) For the purposes of the foregoing subsection material which is normally packed before being delivered to a purchaser shall not be treated as ready for sale until it is so packed if the packing takes place on the premises where the material is manufactured but, if

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the packing takes place elsewhere, shall be treated as ready for sale when it is ready for packing.

- (3) In the case of material which has been imported, subsections (1) and (2) of this section shall have effect subject to such modifications as may be prescribed.
- (4) Where, at a time when subsection (1) of this section applies to any person, that person has on his premises for the purpose of selling it as mentioned in that subsection any material to which that subsection applies which is ready for sale and which—
- (a) is not marked in the manner required by or under this section; or
 - (b) is not marked with all the information or instructions referred to in section 68(1)(b) of this Act with which it is required by this section to be marked; or
 - (c) is marked with a mark which, as respects a sampled portion of the material—
 - (i) does not contain all the particulars referred to in section 68(1)(a) of this Act with which the material is required by this section to be marked; or
 - (ii) contains any such particulars which are false to the prejudice of a purchaser,

that person shall be liable on summary conviction to a fine not exceeding £400, or, on a second or subsequent conviction under this subsection, to a fine not exceeding £400 or imprisonment for a term not exceeding three months or both ; but, except where the time in question is the time of the removal of the material from the premises, it shall be a defence for a person charged with an offence under this subsection to show that it was not practicable for the material to be marked in accordance with the requirements of this section by the time in question.

- (5) In proceedings for an offence under subsection (4)(c) of this section the fact that any particulars ought to have been included or are false shall be proved by evidence of the result of an analysis of the sample taken from the portion in question.
- (6) Regulations may provide for enabling the matters required by this section to be marked on any material to be denoted by a mark whose meaning can be ascertained by reference to a register kept in such manner and form as may be specified in the regulations ; and any material marked in accordance with the regulations shall be treated for the purposes of this Part of this Act as marked with the matters which the mark denotes.
- (7) A person keeping a register pursuant to regulations under subsection (6) of this section shall preserve the register for such period as may be prescribed and a person who has such a register in his possession or under his control shall on demand by an inspector produce it for his inspection and allow him to take copies of it; and any person who fails to comply with this subsection shall be liable on summary conviction to a fine not exceeding £50.

70 Use of names or expressions with prescribed meanings

- (1) Subject to the provisions of this section, where a person sells for use as a fertiliser or feeding stuff any material—
- (a) which he describes, in a statutory statement or any document given by him to the purchaser in connection with the sale, by a name or expression to which a meaning has been assigned by regulations made for the purposes of this section; or

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(b) which is marked with such a name or expression as aforesaid, there shall, notwithstanding any contract or notice to the contrary, be implied a warranty by the seller that the material accords with that meaning; but in Scotland a contract of sale may not be treated as repudiated by reason only of a breach of that warranty.

- (2) Subject to the provisions of this section, where a person—
- (a) sells for use as a fertiliser or feeding stuff any material—
 - (i) which he describes, in such a statement or document as is mentioned in subsection (1) of this section, by such a name or expression as is there mentioned ; or
 - (ii) which is marked with such a name or expression as aforesaid; or
 - (b) has on his premises for the purpose of selling it in the course of trade for such use any material which is ready for sale and marked as aforesaid,
- then, if a sampled portion of the material fails, to the prejudice of a purchaser, to accord with the meaning which has been assigned to that name or expression, he shall be liable on summary conviction to a fine not exceeding £400 or, on a second or subsequent conviction under this subsection, to a fine not exceeding £400 or imprisonment for a term not exceeding three months or both.
- (3) In the case of any material which has been imported subsections (1) and (2) of this section shall have effect subject to such modifications as may be prescribed.
- (4) In proceedings for an offence under subsection (2) of this section the fact that a sampled portion of any material fails to accord with the meaning in question shall be proved by evidence of the result of an analysis of the sample taken from that portion.
- (5) For the purposes of this section material shall be treated as marked whether the mark is on the material itself, on a label attached to the material, on a package or container enclosing the material or, in a case within subsection (2)(b) of this section, in such a place on the premises in question that it is likely to be taken as referring to the material.

71 Particulars to be given of certain attributes if claimed to be present

- (1) A person shall not—
- (a) sell for use as a fertiliser or feeding stuff any material—
 - (i) which he describes, in a statutory statement or any document given by him to the purchaser in connection with the sale, as having any attribute prescribed for the purposes of this section (not being an attribute of which particulars are required to be contained in the statutory statement); or
 - (ii) which is marked with a statement that it has any such attribute ; or
 - (b) have on his premises for the purpose of selling it in the course of trade for such use any material which is ready for sale and marked as aforesaid,
- unless the statement, document or mark, as the case may be, also states such particulars of that attribute as may be prescribed.
- (2) Any person who—
- (a) fails to comply with subsection (1) of this section; or
 - (b) in purported compliance with that subsection describes or marks any material with particulars which, as respects a sampled portion of that material, are false to the prejudice of a purchaser,

shall be liable on summary conviction to a fine not exceeding £400 or, on a second or subsequent conviction under this subsection, to a fine not exceeding £400 or imprisonment for a term not exceeding three months or both.

- (3) In proceedings for an offence under subsection (2)(b) of this section the fact that any particulars are false as respects a sampled portion of any material shall be proved by evidence of the result of an analysis of the sample taken from that portion.
- (4) Failure to comply with subsection (1) of this section shall not invalidate a contract of sale ; and on the sale of any material in relation to which particulars are or purport to be stated as required by that subsection there shall, notwithstanding any contract or notice to the contrary, be implied a warranty by the seller that the particulars are correct; but in Scotland a contract of sale may not be treated as repudiated by reason only of a breach of that warranty.
- (5) For the purposes of this section material shall be treated as marked whether the mark is on the material itself, on a label attached to the material, on a package or container enclosing the material or, in a case within subsection (1)(b) of this section, in such a place on the premises in question that it is likely to be taken as referring to the material.

72 Warranty of fitness of feeding stuff

- (1) On the sale of any material for use as a feeding stuff there shall be implied a warranty by the seller that the material is suitable to be used as such ; but—
 - (a) if the material is sold as suitable only for animals of a particular description, no warranty shall be implied by virtue of this subsection that the material is suitable for other animals; and
 - (b) if the material is sold to be used as a feeding stuff only after being mixed with something else, no warranty shall be implied as aforesaid that the material is suitable to be so used without being so mixed.
- (2) On the sale of any material of a prescribed description for use as a feeding stuff there shall be implied a warranty by the seller that the material does not, except as stated in the statutory statement, contain any ingredient prescribed for the purposes of this subsection.
- (3) This section shall have effect notwithstanding any contract or notice to the contrary ; but in Scotland a contract of sale may not be treated as repudiated by reason only of a breach of such a warranty as is referred to in subsection (1) or (2) of this section.

73 Deleterious ingredients in feeding stuff

- (1) Subject to the provisions of this section, any person who—
 - (a) sells any material for use as a feeding stuff; or
 - (b) has on his premises for the purpose of selling it in the course of trade for such use any material which is ready for sale,shall be guilty of an offence if a sampled portion of the material is shown by an analysis of the sample taken from it to contain any ingredient which is deleterious to animals of any description prescribed for the purpose of the definition of " feeding stuff " in section 66(1) of this Act.

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- (2) If in proceedings for an offence under subsection (1) of this section, the person charged proves that he sold the material in question, or, in a case under paragraph (b) of that subsection, that he intended to sell it—
- (a) as suitable only for animals of a particular description ; or
 - (b) for use in accordance with written instructions given by him to the purchaser,
- he shall not be convicted by reason of the fact that the sampled portion of the material contains an ingredient which is deleterious only to other animals or, as the case may be, only if used otherwise than in accordance with those instructions.
- (3) For the purposes of this section it shall be presumed, until the contrary is proved—
- (a) that any substance prescribed for the purposes of this subsection, or
 - (b) in such cases as may be so prescribed, that any substance so prescribed if present in a sampled portion of any material to an amount exceeding such quantity as may be so prescribed,
- is an ingredient which is deleterious to animals of any such description as aforesaid in relation to which that substance is so prescribed.
- (4) A person guilty of an offence under subsection (1) of this section shall be liable on summary conviction to a fine not exceeding £400 or, on a second or subsequent conviction under that subsection, to a fine not exceeding £400 or imprisonment for a term not exceeding three months or both.

74 Limits of variation

- (1) No action shall lie on any warranty arising under the foregoing provisions of this Part of this Act for any misstatement as to the nature, substance or quality of any material if the misstatement does not exceed any limits of variation prescribed in relation thereto for the purposes of this section; but if the misstatement exceeds any such limits the purchaser's rights under the warranty shall not be affected by the limits.
- (2) Particulars with respect to any material which are contained in a statutory statement or in any document, or which are marked on, or denoted by a mark on, the material, shall not for the purposes of this Part of this Act be treated as false by reason of any misstatement therein as to the nature, substance or quality of the material if the misstatement does not exceed the said limits of variation.