



2021 KUKU BORESHA MAISHA PROGRAMME (KBMP) |

GROUP REGISTRATION FORM

DATE OF APPLICATION: TRAINING ATTENDANCE DATE:

A: PERSONAL DETAILS

NAME OF GROUP:

FULL NAME OF CHAIRMAN / CHAIRLADY:

NATIONAL ID (CHAIRMAN/LADY):

MOBILE PHONE NO.1: MOBILE PHONE NO.2:

P.O. BOX POSTAL CODE:

CITY/TOWN: COUNTY OF RESIDENCE:

EMAIL ADDRESS:

GENERAL GROUP LOCATION:

AREA / LOCATION, NEAREST LANDMARK, TOWN, COUNTY (Please attach a drawn map to the location of the chairman/lady's farm)

B: REPRESENTATIVE

PRIMARY CONTACT PERSON / COORDINATOR / REPRESENTATIVE:

FULL NAME: NATIONAL ID NO.:

MOBILE PHONE NO.: TITLE / ROLE:

C: PACKAGE SELECTION

PLEASE TICK HERE YOUR SELECTED PACKAGE →	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PACKAGE NAME	A	B	C	D
CHICK QUANTITY	200 Day Old Chicks	300 Day Old Chicks	500 Day Old Chicks	
CHICK MASH	350 Kgs (7 Bags)	525 Kgs (10.5 Bags)	875 Kgs (17.5 Bags)	
GROWERS MASH	900 Kgs (18 Bags)	1350 Kgs (27 Bags)	2250 Kgs (45 Bags)	
LAYERS MASH	250 Kgs (5 Bags)	375 Kgs (7.5 Bags)	625 Kgs (12.5 Bags)	
MONTHLY INSTALMENT	15,980/= (per month for 5 months)	23,970/= (per month for 5 months)	39,950/= (per month for 5 months)	

We hereby confirm that the above details are true to the best of our knowledge. By filling out and signing this application form, we hereby tender our application to join the **Homerange KUKU BORESHA MAISHA PROGRAMME**. We confirm that we have read and understood the **Terms and Conditions** (See Overleaf).

FULL NAME OF REPRESENTATIVE: _____ SIGNATURE: _____ DATE: _____

Muchatha Town, along Banana Raini Road, Off Limuru road (Ruaka Town) P.O. Box 641 – 00508, Nairobi – Kenya.
 Mobile: +254 727 200 116, +254 786 942 052 Email: info@homerangepoultry.com, homerangepoultrykenya@gmail.com
 Website: www.homrangepoultry.com

| TOWARDS PROFITABLE POULTRY FARMING |



STANDARD TERMS AND CONDITIONS FOR THE KBMP

The following terms and conditions apply to all applications to join the **HOMERANGE KUKU BORESHHA MAISHA PROGRAMME (KBMP)** made between Homerange Poultry Kenya (hereinafter to as **"the Company"**) and the Group / Producer Organization and may not be modified unless agreed in writing by the Company.

1. DEFINITIONS

The **"Group / Producer Organization"** means a number of people that are located, gathered, or classed together, his/her servants or agents desirous of engaging in the rearing of the KARI Improved kienyeji chicken for sale to the company under the terms and conditions hereinafter.

"KARI Improved Kienyeji Chicken" means the breed of chicken that is supplied by the company in the form of day old chicks, supplied alive and raised up to maturity by the Group / Producer Organization and acknowledged as having been received by the Group / Producer Organization as per the Package Terms overleaf.

"The "Company" is in the integrated chain of business in the kienyeji chicken industry and is prepared to enter into a contract with the Group / Producer Organization for the rearing of the KARI Improved kienyeji chicken.

"The Package" means the cumulative bundled supply of day old chicks, poultry feeds, training, support and advice that is provided by the company to the Group / Producer Organization.

2. TERMS AND CONDITIONS

- 2.1 The Group / Producer Organization will fill out and sign the application form overleaf indicating the Package they intend to subscribe to.
- 2.2 Upon submitting the form, the Group / Producer Organization shall make the requisite payments as per Article 2.8. The Company shall then proceed to schedule the customer's order subject to the Internal Operations Procedures and avail the chicks & feeds to the Group / Producer Organization who shall collect them from the designated company collection point or nearest HPK depot / outlet, manage and properly care for the chicks for the duration envisaged by these terms and conditions i.e. five (5) months.
- 2.3 The Company shall notify the Group / Producer Organization beforehand of the date on which an appropriate number of chicks shall be available for collection from designated company collection point or nearest HPK depot / outlet. Such notice shall not be in less than five (5) days prior to actual collection date and such collection shall be made by the Group / Producer Organization through their assigned representative herein indicated overleaf.
- 2.4 The Company shall provide the Group / Producer Organization with poultry feed (i.e. Homefeeds Chick Mash, Homefeeds Growers Mash and Homefeeds Layers mash) of consistently high quality, advice and support required to raise the chicks to maturity i.e. five (5) months by technical personnel as shall be in the Company's sole discretion and in accordance with the company's terms and conditions.
- 2.5 The Company will provide the Group / Producer Organization with the outlined quantity of feeds as per the package the Group / Producer Organization subscribes to overleaf. However, due to various unforeseeable circumstances or at the Group / Producer Organization's own discretion, should the Group / Producer Organization be required to utilize feeds in excess of the quantity outlined in the package, the additional feed shall be provided at the same discounted product prices under the KBMP but at the Group / Producer Organization' additional cost/expense. The feeds shall be collected from the company's designated company collection point or nearest HPK depot / outlet.
- 2.6 Unless otherwise agreed, the poultry feed required by the Group / Producer Organization shall be supplied as provided for in the Package Details indicated overleaf. Where the Group / Producer Organization utilizes any other brand of feeds from alternative source except for the feed recommended and provided by the company, this shall forthwith void this contract.
- 2.7 The Group / Producer Organization shall pay the Company the full installment amount in accordance with the Payment Schedule under article 2.8 as and when it falls due. Payment shall be made via mobile money to the company's **MPESA PAYBILL NO. 403 62 71 ACCOUNT NUMBER (NAME OF GROUP / PO)** or direct bank deposit to the company's Equity Bank account whose banking details shall be provided by the company.
- 2.8 Payment shall be made in accordance with the schedule below:-
 - 2.8.1 1st installment - on or before signing and submission of this application form;
 - 2.8.2 2nd installment - on or before collection of the chicks and feeds due as per summary of deliverables herein contained;
 - 2.8.3 3rd installment - 30 days after the 2nd installment;
 - 2.8.4 4th installment - 30 days after the 3rd installment; and
 - 2.8.5 5th installment - 30 days after the 4th installment.
- 2.9 The Group / Producer Organization shall ensure that their farm(s) is / are fully ready to receive chicks on the allocated collection date with all the necessary poultry equipment, supplies and supplements and to have a proper brooder setup and running prior to chick arrival. Further, the Group / Producer Organization MUST ensure that the brooder is well maintained thereafter for the adequate comfort,

- 2.10 sustenance & support of proper growth of the chicks, subject to local environmental conditions, and as per the Company's instructions during the training session attended by members of the group / producer organization and / or the training manual provided as reference. The chicks MUST be maintained in the brooder for a period of not less than four (4) weeks, and this period may be extended as per the advice provided by the company or at the Group / Producer Organization's discretion. The Group / Producer Organization MUST also ensure that proper housing is provided thereafter and that the said poultry house(s) is/are equipped with adequate feeders, drinkers and all other necessary tools and supplies considered standard practice for rearing of KARI kienyeji chicken.
- 2.11 The Group / Producer Organization shall at all time keep the chicken houses and their surroundings and all equipment used therein in a clean and sanitary condition to the satisfaction of the Company and as per the conditions outlined during the company's poultry production training.
- 2.12 The Group / Producer Organization shall provide water, feed, fuel (kerodiesel) or electricity, supplements and any other necessary supplies required for optimum growth and health of the chicken in sufficient quantities for the duration that the chicken are under care of the Group / Producer Organization. Please note that use of any CHARCOAL BASED source of heat such as charcoal burner / jiko (s) is strictly prohibited due to the risk of carbon monoxide poisoning to the chicks which results in mortality.
- 2.13 The Group / Producer Organization MUST follow the feeding program as outlined by the Company and to ensure that sufficient feeds is delivered by the company as outlined in the package and as per the summary of deliverables.
- 2.14 The group / producer organization must also ensure that each delivery of feed invoiced coincides with the feed delivered BEFORE signing the delivery note for which they retain the original. No claim for non-delivery of any quantity shall be entertained after the delivery note is signed and a copy of the same retained by the company.
- 2.15 The Group / Producer Organization MUST use only the agrochemicals and medication recommended by the Company. The Group / Producer Organization may NOT use medication or accept veterinary advice offered by third parties not authorized or contracted by the company. Application and engagement of such unauthorized third party veterinary support during the care and growth of the chicken shall forthwith void this contract and dispense the company from the obligation to buy back the chicken from the group / producer organization.
- 2.16 The Group / Producer Organization MUST pay any statutory rates and taxes due both to the National and County governments with respect to the chickens being reared within their premises / poultry farm whilst this agreement is in force.
- 2.17 The Company through its authorized representative(s) MUST be granted the right at any reasonable time to enter upon the said poultry farm/houses for the purpose of inspecting the chicken and ensuring that the Group / Producer Organization is adhering to all the requisite best practices advised by the company.
- 2.18 The Group / Producer Organization shall remain an independent person and shall NOT be an agent, servant or employee of the Company and shall NOT have the authority to incur debts or liabilities in the name of the Company that may in any way bind the company to any liabilities to third parties.
- 2.19 All invoices due by the Group / Producer Organization are payable net via mobile money to the company's **MPESA PAYBILL NO. 403 62 71 ACCOUNT NUMBER (NAME OF GROUP / PO)** or direct bank deposit to the company's Equity Bank account whose banking details shall be provided by the company, without any other deductions notwithstanding that delivery may not have taken place and the property in the chicks and feeds has not been passed to the Group / Producer Organization. The time of payment of the package installment shall be of essence to the Contract as no supplies shall be extended to the group / producer organization without the requisite full installment having been submitted to the company. A receipt shall be issued for every payment received by the company from the group / producer organization.
- 2.20 If the Group / Producer Organization fails to pay the package installment in accordance with the terms stated herein above or within such time as may have been stipulated from time to time by the company or on such conditions as may be mutually agreed upon in writing, the Company has the option to cancel the contract or suspend any further supplies to the Group / Producer Organization.
- 2.21 The group / producer organization commits to utilize only the brand of feeds recommended by the company, which shall remain Homefeeds by Homerange Poultry Kenya for all intent and purposes of this contract. The type of feeds to be utilized within the course of this contract shall be Homefeeds Chick Mash, Homefeeds Growers Mash and Homefeeds Layers Mash. Where the group / producer organization or smallholder farmer deviates from this condition and utilizes feeds NOT recommended by the company, this shall forthwith void this contract and the company shall not be bound to buy-back the chicken from any of the members of the group / producer organization.
- 2.22 The group / producer organization shall access the company's products and services at the following discounted product pricing:-
 - a) KARI IKC Day Old Chicks @ Kshs. 90 per chick
 - b) 50kg Homefeeds Chick Mash @ Kshs. 2200
 - c) 50kg Homefeeds Growers Mash @Kshs. 2000
 - d) 50kg Homefeeds Layers mash @Kshs. 2100
 - e) FREE beginners' Comprehensive poultry training for group members who agree to onboard and register for the KBMP program.
- 2.23 Supply of the chicks and feeds shall be effected by the company availing the same at Homerange Poultry Kenya outlet / depot / agency outlet or aggregation center closest

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 Website: www.homerangepoultry.com



to the provided Groups / Producer Organization's premises/location within the time frame notified by the company or, if some other place is notified by the Group / Producer Organization and agreed by the Company, by the Company delivering the chicks and feeds to that place.

- 2.23 Any dates quoted for delivery of the chicks and feeds are approximate only and the Company shall not be liable for any delay in delivery of the chicks and feeds howsoever caused. Time for delivery of chicks and feeds shall NOT be of the essence. The chicks and/or feeds may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Group / Producer Organization. The Company shall be entitled to make part delivery of the chicks and/or feeds at any time with respect to the Group / Producer Organization's order provided that full order is made to meet the required order quantity as per the package that the Group / Producer Organization signs up / registers / applies for.
- 2.24 Where the chicks and/or feeds are supplied in installments, each supply shall constitute part of the whole contract and failure by the Company to supply any one or more of the chicks and / or feeds in accordance with the summary of deliverables and these Conditions, or any claim by the Group / Producer Organization in respect of any one or more installments they have made in respect of this contract, this shall entitle the Group / Producer Organization to treat the Contract as a whole as repudiated.
- 2.25 If the Company fails to avail the chicks and/or feeds for any reason, other than any cause beyond the Company's reasonable control or by an Act of God, and the Company is accordingly liable to the Group / Producer Organization, the Company's liability shall be limited to the refund of any unutilized amount paid in advance by the group / producer organization.
- 2.26 If the Group / Producer Organization fails to take delivery of the chicks and/or feeds or where a mutual agreement has been entered for the company to make delivery, the group / producer organization fails to give adequate delivery instructions at the time the group / producer organization confirms their collection (otherwise than by reason of any cause beyond the Group / Producer Organization's reasonable control) then, without prejudice to any other right or remedy available to the Company, the Company may cancel the contract and any monies paid in advance by the Group / Producer Organization are forthwith forfeited.
- 2.27 The Company reserves the right to storage charges which shall be charged in respect of any period in excess of twelve (12) hours from the date and time of written notification to the Group / Producer Organization that the chicks or/and feeds are ready for collection. The amount charged shall be the total invoice value as specified overleaf multiplied by the factor of 0.1 per day (24 hours), until such time as the Group / Producer Organization collects the said chicks or/and feeds from the designated company collection point or nearest HPK depot / outlet confirmed by both parties to be the point where collection shall be done from, but limited to two (2) days. After the expiry of the two (2) days after the collection date and time and the Group / Producer Organization has not collected their order, the company reserves the right to cancel this agreement with the Group / Producer Organization and all monies paid in advance of the supply are forthwith forfeited by the Group / Producer Organization.
- 2.28 The Group / Producer Organization shall compensate the Company in full on demand for all loss, damage or liability made against the Company by third parties and any costs and expenses arising in connection with them which result from the Group / Producer Organization's failure to comply with terms and conditions of this contract.
- 2.29 The Group / Producer Organization shall be deemed to have accepted the chicks and/or feeds as conforming to the Company's quality standards upon signing of the delivery note and / or Collection Schedule maintained at the company's designated premises/location wherein the Group / Producer Organization representative appends their signature upon collection of their chicks and/or feeds.
- 2.30 After acceptance, the Group / Producer Organization shall NOT be entitled to reject chicks and/or feeds as not conforming to any quality standards of the company.
- 2.31 Under no circumstances whatsoever shall the Company be liable for consequential loss resulting from or rising out of any delay, defect or breach arising from the Group / Producer Organization's fault.
- 2.32 The Company shall have no liability to the Group / Producer Organization for any loss or damage of any nature arising from any breach of any express or implied warranty or conditions of the contract or any negligence, breach of statutory or other duty on the part of the Company or in any way out of or in connection with the performance of or failure to perform the contract except as expressly stated in these conditions.
- 2.33 The terms and conditions herein shall be deemed to have been accepted upon signing this application form on all the sections requiring appending of signatures.
- 2.34 No order shall be deemed to be cancelled either in whole or in part without the company's written assent. A notice of cancellation of any contract by the company against the Group / Producer Organization MUST also be made in written form and shall be deemed to have been adequately communicated where the same is sent via registered mail to the Group / Producer Organization's postal address and / or an email to that effect sent to the Group / Producer Organization's email address provided on this registration form or an SMS sent to all the persons whose details appear on this registration form as representing the group / producer organization..
- 2.35 Chicks and/or feeds once supplied by the company and collected by the Group / Producer Organization, are not returnable unless under special arrangement with the Company and an express assent to the same. Acceptance of any such returned chicks and /or feeds will be at the sole discretion of the Company and shall carry its own

distinct terms and conditions as shall be thereupon agreed between the parties and whose terms and conditions may vary from this contract in part or in whole.

- 2.37 The retail prices for products i.e. day old chicks and feeds, may change at the discretion of the company upon issuance of a seven day (7) prior notice. New prices shall thereafter apply to the next due installment payment upon expiry of the notice. The company reserves the right to issue any notices varying any of the KBMP program Terms and Conditions in the form of an email and/or Short Message Service (SMS) to the mobile phone contacts of all the persons outlined overleaf as representing the group / producer organization. Notice shall be deemed to have been received by the Group / Producer Organization after expiry of twenty four (24) hours from time and date of issuance of such notice.
- 2.38 The Company shall have the preferential option to buy the mature chicken from the Group / Producer Organization at a maturity age of five (5) months from date of collection at the contract price of not less than Six Hundred and Fifty Shillings only (Kshs. 650) per live bird. The said chicken MUST have attained a market weight of atleast 1.6 – 1.8 kgs live weight.
- 2.39 The Group / Producer Organization will at four (4) months of age of the chicken notify the Company of their willingness to sell the mature chicken to the Company at age of maturity i.e. five (5) months. This notification MUST be in written form either via the company's official email addresses info@homerangepoultry.com and homerangepoultrykenya@gmail.com or Short Message Service (SMS) to the company's official contact no. +254 727 200 116 and +254 786 942 052. This notification should advise the company on the quantity of chicken the group / Producer organization intends to sell back to the company, subject to adherence to clause 2.40.
- 2.40 The Group / Producer Organization commits to sell back to the company a **minimum of 30% of the total quantity of chicks supplied as per the package selected.** With reference to this contract, this amounts to _____ chicken.
- 2.41 **Dispute Resolution & Remedy:**
If any of the party is in breach of this contract, the other party is entitled to issue a seven (7) day notice for the other party to remedy the breach. Failure to remedy the breach within the notice period, the other party may rescind the contract and sue for damages for breach of contract in accordance to the Laws of Kenya.

Name of Group / Producer Organization:

Full Name of the 1ST REPRESENTATIVE of the Group / Producer Organization:

National ID number of the 1ST REPRESENTATIVE of the Group / Producer Organization:

Official Signature of the 1ST REPRESENTATIVE of the Group / Producer Organization:

Full Name of the 2nd REPRESENTATIVE of the Group / Producer Organization:

National ID number of the 2nd REPRESENTATIVE of the Group / Producer Organization:

Official Signature of the 2nd REPRESENTATIVE of the Group / Producer Organization:

Effective Date: _____

----- FOR OFFICIAL USE ONLY BY HOMERANGE POULTRY KENYA -----

ACCEPTED

REJECTED

Full Name: _____

Title / Position: _____ Date Received: _____

Signature: _____