



Dedicated to
farm animal welfare

Membership agreement

Terms and conditions

April 2020

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Membership agreement terms and conditions

1. In this Agreement, the following words and expressions shall have the following meanings unless the context obviously requires otherwise:

Definitions

Appeal Panel	an independent appeal panel appointed by the Certification Body, comprising a Chairman and two members, none of whom shall be employees of RSPCA Assured or have any commercial interest in the subject of appeal. The selection of the panel members will be based on both independence and the knowledge of RSPCA Assured and the RSPCA Assured Scheme;
Approved Abattoir	a company, organisation or other entity which has been shown to the satisfaction of RSPCA Assured to slaughter one or more particular species of Certifiable Animals (as detailed in the Certificate) in accordance with the applicable Standards & Requirements;
Approved Farm Production Unit	a company, organisation or other entity which has been shown to the satisfaction of RSPCA Assured to rear one or more particular species of Certifiable Animals (as detailed in the Certificate) in accordance with the applicable Standards & Requirements;
Approved Haulier	a company, organisation or other entity which has been shown to the satisfaction of RSPCA Assured to transport one or more particular species of Certifiable Animals (as detailed in the Certificate) in accordance with the applicable Standards & Requirements;
Approved Processor	a company, organisation or other entity which has been shown to the satisfaction of RSPCA Assured to process one or more particular categories of Certifiable Goods (as agreed in writing between the parties) in accordance with the applicable Standards & Requirements details of which are set out at Schedule 2. Every processor of Certifiable Goods must be a Member of the RSPCA Assured Scheme and to pay Charges in accordance with Clause 6 and Schedule 1 of this Agreement;
Assessor	a person, fully trained by RSPCA Assured and accepted by the Scheme Manager as competent to audit prospective and existing Business or Members for compliance with the relevant Standards & Requirements. Where the Assessor undertakes any act, it does so for, and on behalf of, RSPCA Assured;
Authorised User	a person, company, organisation or other entity other than a Business (as defined below) including an Approved Processor as defined in this Agreement who supply the Certifiable Goods to other businesses (as part of the supply chain) and who wish to sell the Certifiable Goods using the Certification Mark and who are authorised under this Agreement to apply the Certification Mark to one or more particular categories of Certifiable Goods (as detailed in the Certificate) in accordance with the Regulations;
Business	means the Approved Abattoir, Approved Farm Production Unit, Approved Haulier, which is the signatory to this Agreement (other than RSPCA Assured), details of which are set out at Schedule 2, or its authorised representative, and whether a person, company, partnership, organisation or other entity and whether operating for profit or otherwise;
Certifiable Animals	includes Laying Hens (including Pullets), Chickens, Chicks in Hatcheries, Sheep (including Dairy Sheep), Beef Cattle and Dairy Cattle (both including Veal), Pigs, Salmon, Turkeys, Ducks, Trout and such other animals as RSPCA Assured may in its absolute discretion from time to time add to this list;
Certifiable Goods	includes meat, meat extracts, bacon, shellfish, fish, eggs, poultry, milk and milk products, edible oils and fats, game, dairy products, foodstuffs made wholly from the aforesaid goods and such other goods as RSPCA Assured may in its absolute discretion from time to time add to this list;
Certificate	means any certificate granted to a Business or Authorised User by the Certification Body or by RSPCA Assured in accordance with this Agreement and the regulations;

Certification Body	means NSF Certification UK Limited, Long Hanborough, Oxford, OX29 8SG. NSF Certification UK Limited is the independent certification body (unconnected to RSPCA Assured) through whom RSPCA Assured acquires UKAS (United Kingdom Accreditation Service) ISO/IEC 17065 accreditation for its schemes. NSF Certification UK Limited also appoints the Scheme Manager to oversee certification processes of the RSPCA Assured Scheme;
Certification Mark	the Certification Marks shown in Schedule 3 of this Agreement allowed by the Registrar of United Kingdom Trade Marks to be registered under the provisions of the Trade Mark Act 1994 as a mark of certification and registered under the No. 3070330 and No. 3083265 or such other mark as notified to the Business by RSPCA Assured the use of which is governed by this Agreement and the Regulations;
Charges	the joining fee, membership fee and Marketing Levy where applicable as set out in Clause 6 and defined in Schedule 1 of this Agreement;
Data Protection Legislation	means the General Data Protection Regulation (EU Regulation 2016/679) (“GDPR”) and any national implementing laws, regulations and secondary legislation, for so long as the same forms part of the law of the United Kingdom or any part of it, together with the Data Protection Act 2018 (“DPA”), the Privacy and Electronic Communications (EC Directive) Regulations 2003, any secondary legislation or regulations in force from time to time relating thereto, and any amending or replacement legislation or regulations relating to the foregoing or related to the protection of and processing of personal data, and without limitation personal data, processing, data controller and data processor shall have meaning attributed to them in the DPA;
Farm Animals Department	includes employees of the RSPCA in that department whether based at the office or working out in the field Including Farm Livestock Officers (“FLO’s”) They are also instrumental in liaising with various species specific Working Groups in preparation of the Standards & Requirements on which the RSPCA Assured Scheme is based;
RSPCA Assured	Freedom Food Limited of Wilberforce Way, Southwater, Horsham, West Sussex, and Company No2723670, registered in England & Wales (or such other address as may be notified to the Business from time to time in accordance with this Agreement), as a charity under Reg No. 1059879 and in Scotland under SCO38199; and any individual or organisation appointed by Freedom Food Limited to carry out any of its functions under this Agreement (Freedom Food Limited trades as RSPCA Assured, and any reference to Freedom Food shall be construed as a reference to RSPCA Assured, and vice-versa);
RSPCA Assured Scheme	the farm animal welfare assurance Scheme run by RSPCA Assured to apply the Standards & Requirements;
Marketing Levy	the marketing levy charged for using the Certification Mark, as set out in Clause 6.4 to 6.8 below and Schedule 1;
Marketing Levy Return	the return sent by the Business to RSPCA Assured providing details of the wholesale sales of produce labelled with the Certification Mark in accordance with Clause 6.4 and Schedule 1;
Member	a Business or Authorised User which is currently a member of the RSPCA Assured Scheme having met the conditions set out in Clause 2 below (as applicable) and having been issued with a Certificate in accordance with Clause 2 which has not expired or been, surrendered or withdrawn (or such conditions prevailing at the time of its becoming a Member);
Membership	a Member’s membership of the RSPCA Assured Scheme;
Regulations	the regulations deposited at the United Kingdom Intellectual Property Office in respect of the Certification Mark or such alternative regulations as the Registrar of Trade Marks may properly require or approve (in the event of conflict, the Regulations deposited at the United Kingdom Intellectual Property Office taking precedence) which govern the use of the Certification Mark;
RSPCA	the Royal Society for the Prevention of Cruelty to Animals, a Charity registered in England & Wales No. 219099 and “RSPCA” is a trademark belonging to the RSPCA and used by RSPCA Assured under licence;
RSPCA Assured Logo Use Guidelines	the guidelines prepared by RSPCA Assured which detail the use of the Certification Mark as may be amended and provided to the Business from time to time;

- Scheme Manager** means the independent scheme manager appointed by the Certification Body to (i) provide Certification services to include the consideration of applications for membership of the RSPCA Assured Scheme (ii) determine matters of suspension, withdrawal or cancellation of Certification (iii) determine the status of all assessment reports and (iv) to sign off Assessors as competent to audit relevant species. The Scheme Manager will always be independent from RSPCA Assured;
- Standards & Requirements** the RSPCA Farm Animal Welfare Standards as found at the “RSPCA Welfare Standards” tab available Standards” tab available <http://www.freedomfood.co.uk> in respect of each Certifiable Animal as updated and varied from time to time in accordance with Clause 5 below together with any additional requirements issued to the Business by RSPCA Assured from time to time;
- Term** the Agreement shall commence on the date set out in the Certificate issued by the Certification Body or RSPCA Assured to the Business or Authorised User (as applicable) and shall continue (subject to the terms of this Agreement) for a period of 12 months unless membership or certification is earlier withdrawn under Clause 11, withdrawn after suspension under Clause 10 or where the Member cancels the Agreement under Clause 11. Save where brought to end at an earlier date, the Agreement to continue thereafter on a 12 month basis by the Member renewing membership in accordance with the requirements of Clause 2 below; and
- Working Groups** the Species Technical Advisory Group (“STAG”) that meet usually once per year to discuss and review the Standards & Requirements in relation to that species. Representatives shall normally include Members to represent individuals, independent producers and larger companies, as well as other experts in the field.
- 1.1. In this Agreement, references to any statute or statutory provision shall include any statute or statutory provision which replaces or amends the original version. Such references shall also include any subordinate legislation made under the relevant statute. References made in the singular include the plural, and vice versa.
- 1.2. In this Agreement the question of whether something has been “shown to the satisfaction of RSPCA Assured” or “shown to the satisfaction of the Certification Body” is a matter for the absolute discretion of RSPCA Assured or the Certification Body.

2. Certification and membership

New applications

- 2.1 Where the applicant for Membership and certification is not already the holder of a valid and current Certificate in respect of the species of Certifiable Animals or category of Certifiable Goods for which certification is sought, and on the express condition that the applicant for certification has first completed and submitted the relevant application form to RSPCA Assured which includes the following information;
- 2.1.1 details of any previous convictions in the past 3 years (or any longer period which corresponds with any sentence imposed by the Court) and pending prosecutions relating to any offence, especially involving the care, handling, rearing, transport, slaughter or sale of animals or produce including, but not limited to;
- (a) a deprivation or disqualification order made under the Animal Welfare Act 2006 (from owning, keeping, participating in the keeping of animals, from being party to any arrangements under which he is entitled to control or influence the way animals are kept);
- (b) any pending investigation, prosecution or past conviction under the Animal Welfare Act 2006, Food Safety Act 1990, the Environmental Protection Act 1990 or related regulations or any legislation amending or replacing the same, or otherwise.
- 2.1 paid the Charges identified in Schedule 1, as applicable on application; and
- 2.2.1 shown to the satisfaction of the Certification Body (or RSPCA Assured in the case of applications by Authorised User’s) that all of its Certifiable Animals and/or Certifiable Goods (as applicable) in respect of which species or categories certification is sought are produced and dealt with in accordance with the applicable Standards & Requirements;
- 2.2.2 (in the case of an application for Membership by an Authorised User) completed and provided to RSPCA Assured a traceability form providing details of where Certifiable Goods are sourced; and

2.2.3 agreed in writing to comply with the terms of this Agreement by signature and return of Schedule 2, the Standards & Requirements and, where the Business is seeking the grant of a Certificate confirming that it is an Authorised User, the Regulations

the Certification Body via RSPCA Assured will grant the Business or Authorised User a Certificate confirming (among other things);

- (a) that the Business is an Approved Abattoir, Approved Farm Production Unit, Approved Haulier, or Authorised User or Approved Processor or Authorised User as the case may be;
- (b) the species of Certifiable Animals (stating the specific production unit reference as necessary) or category of Certifiable Goods in respect of which RSPCA Assured's approval has been given; and
- (c) the date on which the Certificate will expire.

2.3 Where the applicant is applying in respect of Certifiable Animals which are seasonal and will only be on farm for a limited period, rather than all year round (such as Christmas turkeys), then the application form and payment of all Charges due on or as a result of the application must be received before Certifiable Animals are placed in the unit/house for which the applicant is applying.

2.4 Applications by Authorised Users will be granted when all the requirements of traceability are provided and RSPCA Assured may undertake an audit to check the product supply chain before confirming Membership.

Applications to renew membership

2.5 Where the Business or Authorised User is a Member holding a valid and current Certificate in respect of the species of Certifiable Animals or category of Certifiable Goods for which certification is sought, on the express condition that the Business or Authorised User has first:

2.5.1 paid the Charges and Marketing Levy applicable as required by the Agreement and set out in Schedule 1:

2.5.2 A Business or Authorised User has shown to the satisfaction of the Certification Body (or RSPCA Assured in respect of Authorised Users) that all of its Certifiable Animals and/or Certifiable Goods (as applicable) in respect of which species or categories certification is sought are produced and/or dealt with in accordance with the applicable Standards & Requirements;

2.5.3 shown to the satisfaction of RSPCA Assured that it is in compliance with the terms and conditions of its current Membership;

2.5.4 In the case of an application for Membership by an Authorised User, the applicant has completed a traceability form providing details of where Certifiable Goods are sourced;

2.5.5 been assessed by RSPCA Assured during the period of its previous Certificate;

RSPCA Assured will renew or update the Business' or Authorised User's Certificate confirming (among other things):

- (a) that the Business is an Approved Abattoir, Approved Farm Production Unit, Approved Haulier or Authorised User or Approved Processor or Authorised User as the case may be;
- (b) the species of Certifiable Animals (stating the specific production unit reference as necessary) or category of Certifiable Goods in respect of which RSPCA Assured's approval has been given; and
- (c) the date on which the Certificate will expire.

2.6 Failure to apply for a renewal of a current Certificate within 28 days of its expiry under clause 2.5 may result in the Businesses Certificate being withdrawn and a new application for Membership will be required under Clause 2.1 above.

2.7 For as long as this Agreement continues and the Business or Authorised User is the holder of one or more current and valid Certificates, the Business or Authorised User is a Member.

2.7 The Charges are non-refundable in the event that Membership is not granted or renewed by RSPCA Assured.

3. Standards and requirements

- 3.1 The Business or Authorised User, as applicable agrees that it will, at all times during the continuation of its Membership, comply with the Standards & Requirements applicable to its treatment of its Certifiable Animals and Certifiable Goods in respect of which a Certificate or Certificates have been granted, and with the terms of this Agreement.
- 3.2 Where the Business is an Authorised User, it further agrees to comply with the Regulations at all times during the continuation of its Membership. Where the Member is an Authorised User, to further ensure that the Certifiable Goods are sourced and supplied by other Members as it is essential that the end product bearing the Certification Mark has been sourced and supplied in this way. The Member applying the Certification Mark to the end Certifiable Goods must ensure traceability.
- 3.3 RSPCA Assured may, from time to time, adopt any variations made by the RSPCA to Standards & Requirements. These variations will not normally be made without consultation with the relevant Working Group or Working Groups.
- 3.4 RSPCA Assured may, from time to time, and in its absolute discretion, issue supplemental requirements to the Business or vary any existing supplemental requirements. Such requirements and variations shall be incorporated into the Standards & Requirements.
- 3.5 RSPCA Assured may, from time to time, and in its absolute discretion, issue amendments and variations to the Regulations and the terms of this Agreement or vary or amend any existing variations or amendments. Such amendments and variations shall be automatically incorporated into the existing Regulations and/or this Agreement.
- 3.6 Where RSPCA Assured adopts such variations, amendments or supplemental requirements to the Standards & Requirements, the Regulations and/or this Agreement, no such variation, amendment and/or supplemental requirement shall affect the use of the Certification Mark by the Business or the Authorised User unless the Business or Authorised user has had 60 days' written notice of the variation, amendment and/or supplemental requirement and that variation, amendment and/or supplemental requirement has been filed with the Registrar of Trade Marks at the United Kingdom Intellectual Property Office, except where the variation, amendment and/or supplemental requirement is required within a shorter period by legislation or by exceptional circumstances and such shorter period has meant that the variation, amendment or supplemental requirement has not yet been able to be filed with the Registrar of Trade Marks accordingly.

4. Inspection

- 4.1 RSPCA Assured may, upon receipt of a written application for Membership and certification from the Business or Authorised User where Clause 2.1 applies (subject to payment of any applicable Charges) or where Clause 2.5 applies, and thereafter at any time during the course of the Business or Authorised User's Membership, attend, access and assess the premises, vehicles, records, Certifiable Animals and Certifiable Goods, as applicable, of the Business or Authorised User so as to verify compliance with the Standards & Requirements and the obligations contained in this Agreement as applicable. Such visits may be unannounced.
- 4.2 The Business or Authorised User shall within a reasonable period of time comply with such reasonable requests as RSPCA Assured may make from time to time in relation to such assessments and will within a reasonable period of time submit to RSPCA Assured upon request such samples and evidence as may reasonably be required to verify compliance with the Standards & Requirements and the obligations contained in this Agreement.
- 4.3 The Farm Animals Department may at any time inspect the premises, vehicles, records and Certifiable Animals, as applicable, of the Business so as to verify compliance with the Standards and Requirements. Such visits may be unannounced.
- 4.4 The Business or Authorised User acknowledges and agrees that RSPCA Assured, the Assessor, the Certification Body and the Farm Animals Department may send to each other copies of any data obtained or generated by them, audits, analysis and reports regarding the Business, any Member, the Standards & Requirements and the terms of this Agreement.
- 4.5 Following each assessment of a Business pursuant to this Clause 4, RSPCA Assured will prepare reports, checklists and any other relevant documents for consideration by the Certification Body. Those documents shall be based on a checklist which accords with the elements contained in the applicable Standards & Requirements. The Scheme Manager shall in his absolute discretion, (subject always to the final decision of RSPCA Assured) consider those documents and any other relevant report by the RSPCA or the Farm Animals Department to determine whether the Business has failed to comply with the Standards and Requirements in any respect, or the obligations contained in this Agreement, and whether to recommend that RSPCA Assured grant, renew or withdraw a Certificate and/or the Business's Membership. Where it so determines, RSPCA Assured may, suspend and/or withdraw the Business's Membership and Certificate(s) in accordance with Clauses 10 and 11 of the Agreement. Serious welfare non-compliances may negate a membership application or result in immediate cancellation of Membership in accordance with Clause 11 of this Agreement. Whether or not the Business has complied with the Standards & Requirements (which may or may not have led to a serious welfare issue) is the sole discretion of the Scheme Manager (subject always to the final decision of RSPCA Assured).

- 4.6 Following each assessment pursuant to this Clause 4, where there is evidence of non-compliance, RSPCA Assured will provide the Business with a copy of the report identifying such areas of non-compliance that the Business is required at its cost to remedy and/or prevent its recurrence. The Business must sign the report in the presence of RSPCA Assured to acknowledge receipt. Where a non-compliance report has been prepared, RSPCA Assured may immediately suspend the Business's Membership and/or Certificate(s) in accordance with Clause 10.
- 4.7 Depending upon the nature and number of non-compliances, the Business will be given a time limit to comply of up to 4 weeks from the date of the report of non-compliance prepared following RSPCA Assured's visit and assessment in which to undertake such work as is necessary to meet the applicable Standards and Requirements or terms of this Agreement (as identified in the non-compliance report). The Business will be required to return to RSPCA Assured the signed copy of the report form (currently known as Form FF06MLP), or if fish is the Certifiable Animal concerned, form currently known as Form FF064 Prior to expiry of the period notified to the Business, it will provide RSPCA Assured with supporting documentation as evidence of the Business remedying the non-compliances, e.g. copies of any covering receipts, photographs, health plans, building reports and any other documentation evidencing that the Business undertook the remedial steps required. If RSPCA Assured is not satisfied with the documentary evidence provided or the Business fails to complete the required work in the non-compliance report within the timeframe notified to the Business;
- 4.7.1 the Business's Membership and/or Certificate(s) may be withdrawn or suspended; or
- 4.7.2 the Business's application made in accordance with Clause 2 may be denied.
- 4.7.3 In either of the above events occurring, the Business will be treated as a new applicant for certification and must submit a new application pursuant to Clause 2 in order to become a Member.
- 4.8 RSPCA Assured may notify enforcement bodies including Trading Standards and Animal and Plant Health Agency and the RSPCA Inspectorate where serious welfare issues are identified during an Inspection by either RSPCA Assured or the RSPCA.
- 4.8 Where applicable the Business shall provide adequate translation facilitators for the purposes of an RSPCA Assured appointed Assessor to be able to effectively complete an audit.

5. Delegation by RSPCA Assured

RSPCA Assured may appoint suitably qualified organisations or individuals to carry out inspection of the Business or Authorised User and any other of RSPCA Assured's obligations under this Agreement and will provide information on the Business or Authorised User in order for the organisation or individual as necessary to perform this function.

6. Charges

- 6.1 The Business or Authorised user shall within 14 days of receiving any invoice issued by RSPCA Assured in respect of the Charges (joining fee, membership fee and/or Marketing Levy, as applicable), settle such invoice.
- 6.2 The Charges may be varied from time to time by RSPCA Assured provided that the Business or Authorised User is informed of the variations at least 60 days in advance of the new Charges coming into effect and provided that the details of any such variations have previously been submitted to and approved by the Registrar of Trade Marks, United Kingdom Intellectual Property Office, Government Buildings, Cardiff Road, Newport, Gwent, NP9 1RH (or any subsequent address).
- 6.3 RSPCA Assured will cancel the Business or Authorised User's Membership should it fail to pay the relevant Charges and/or Marketing Levy in accordance with this Agreement.

Marketing levy

- 6.4 The Business or Approved Processor (as applicable and as set out in clause 6.5 below) shall submit Marketing Levy Returns per quarter to RSPCA Assured and no later than two weeks following the end of the quarter which runs annually from January through to March, April through to June and so forth and RSPCA Assured will invoice the Business or Approved Processor based on the returns submitted by the Business.
- 6.5 An Approved Processor is required to pay the Marketing Levy where it is (a) the first Approved Processor in the supply chain and (b) the Certifiable Goods are being sold with the Certification Mark.
- 6.6 The Business or Approved Processor shall pay RSPCA Assured on a quarterly basis the Marketing Levy for the use of the Certification Mark based on the Charges set out in Schedule 1, on the Marketing Levy Return form as set out in Schedule 2 and on the terms set out in this Clause 6.
- 6.7 If the Business or Approved Processor (as applicable) fails to make any payment of the Marketing Levy due under this Agreement by the due date for payment, then without limiting RSPCA Assured's rights under Clause 11, the Business or Approved Processor shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- 6.8 RSPCA Assured to reserve the right to undertake an audit of the Marketing Levy payer.

Membership fee

- 6.9 The Business or Authorised User shall pay RSPCA Assured the membership fee set out in Schedule 1 hereof on an annual basis.
- 6.10 RSPCA Assured shall not issue a Certificate without receipt of full payment of the Charges, including, for the avoidance of doubt, the membership fee together with any joining fee (in respect of new applicants only) and any due and unpaid Marketing Levy (in respect of continuing Members).

7. Certification mark

- 7.1 Where the Business is an Approved Farm Production Unit, Approved Haulier, Approved Abattoir, , or Authorised User including an Approved Processor, holding a current and valid Certificate, subject to compliance with this Agreement, the Standards & Requirements and the Regulations, and in accordance with any directions given by RSPCA Assured, the Business is authorised to use the Certification Mark, including the use of the Certification Mark in advertising material:
 - 7.1.1 provided always that those Certifiable Goods are produced from Certifiable Animals, which have been:
 - (a) sourced from an Approved Farm Production Unit;
 - (b) transported by an Approved Haulier;
 - (c) slaughtered by an Approved Abattoir (where applicable);
 - (d) processed by an Approved Processor; and
 - (e) that each and all of the Approved Farm Production Units, Approved Hauliers, Approved Abattoirs and Approved Processors involved hold a valid Certificate in respect of those Certifiable Animals and Certifiable Goods as applicable;provided always that such representations are accurate; and
 - 7.1.2 in relation to the species of Certifiable Animals and categories of Certifiable Goods set out in the Certificate confirming that the Business is an Approved Abattoir, Approved Farm Production Unit, Approved Haulier, Approved Processor or Authorised User;

In any event, the Certification Mark may only be used until the earlier of the expiry, suspension, or withdrawal of the relevant Membership and Certificate(s) and always in compliance with the RSPCA Assured Logo Use Guidelines.

8. Obligations of the business

- 8.1 The Business or Authorised User shall not assume that animals or goods sold to it by another Member are the property of that Member (and therefore covered by the Regulations and equivalent terms and conditions to those contained in this Agreement) but shall verify the same in accordance with the terms of the Food Safety Act 1990.
- 8.2 The Business or Authorised User shall immediately and no later than 24 hours contact RSPCA Assured by telephone or by email of any of the following as applicable:
- 8.2.1 any suspected or confirmed notifiable disease/s;
 - 8.2.2 any withdrawal/recall of Certifiable Goods bearing the Certification Mark and the reasons for such withdrawal/recall;
 - 8.2.3 any mislabelling of Certifiable Goods bearing the Certification Mark and the reasons for such mislabelling;
 - 8.2.4 If the Business or Authorised User is charged with any offence involving the care, handling, rearing, transport, slaughter or sale of animals or produce or any food safety or environmental breaches.
- 8.3 The Business or Authorised User shall within 5 working days, contact RSPCA Assured by telephone or by email of any of the following, as applicable;
- 8.3.1 any change in the source or type of Certifiable Goods which will bear the Certification Mark;
 - 8.3.2 any change of telephone number, fax number or email address of the Member and/or Business;
 - 8.3.3 any change of the address of the Member and/or Business where the Certifiable animals are held;
 - 8.3.4 any change of ownership of the Business with full details of that change;
 - 8.3.5 any non-routine attendance by Trading Standards, Animal Health and Veterinary Laboratories Agency, the police, the RSPCA or other investigatory body and the circumstances arising from such an attendance;
 - 8.3.6 any actual or suspected break-in, surveillance and/or other activity of an RSPCA Assured site, unit or house by representative(s) of an animal rights/activist individual, group or organisation;
 - 8.3.7 any exceptionally high mortality of RSPCA Assured animals, or outbreak of a notifiable disease on a site where RSPCA Assured animals are present (and an exceptionally high mortality is where the mortality (including culls) for a group of animals that occupy a house or area of holding at the same time is outside the normal, expected or acceptable range for those animals at the same stage of production on that site, such mortality typically caused by a single, exceptional event, such as an infectious disease outbreak, an instance of severe uncontrollable natural force or extreme weather, an emergency event, or an outbreak of injurious behaviour); or
 - 8.3.8 any participation or consideration of participation in a Government-led cull of wild animals together with relevant written documentation to demonstrate compliance with RSPCA welfare standards; and
- In relation to any of the changes, save those indicated in Clause 8.3.2 (telephone, fax and email details), an assessment visit may be required.
- 8.4 The Business or Authorised User's Membership and/or Certificate(s) may be suspended or withdrawn in accordance with Clause 10 or Clause 11 below in relation to any of the circumstances set out in Clause 8.2 and 8.3 save change of telephone number, fax number or email number as set out Clause 8.3.2
- 8.5 The Business or Authorised User shall immediately inform RSPCA Assured of any other changes in circumstances that are relevant to its Membership and the provisions of this Agreement and its ability to comply with the Standards & Requirements and, where the Business is an Authorised User, the Regulations. The Business shall allow RSPCA Assured access to all relevant documentation and materials and premises for the purpose of investigating any such change in circumstances.
- 8.6 The Business or Authorised User shall only use the Certification Mark as permitted by this Agreement and in particular Clause 7 below and this Clause 8, and as stipulated from time to time by RSPCA Assured.

- 8.7 RSPCA Assured may from time to time specify words or phrases which it requires the Business or Authorised User to use in association with the Certification Mark for the purpose of making clear to potential consumers the methods of care, handling, rearing, transport, slaughter and sale used in relation to the Certifiable Goods and/or Certifiable Animals and/or making clear that the Business or Authorised User is an Approved Farm Production Unit, Approved Haulier, Approved Abattoir, Approved Processor or an Authorised User as the case may be.
- 8.8 No words or phrases shall be used by the Business or Authorised User in reference to or explanation of the Certification Mark unless they are those specified by RSPCA Assured in accordance with Clause 8 or each particular usage has otherwise been approved in writing by RSPCA Assured. In the case of words and phrases approved by RSPCA Assured the Business shall assign the copyright in those words and phrases to RSPCA Assured subject to a non-exclusive licence to the Business to use them in accordance with this Agreement.
- 8.9 It is a condition of use that the Certification Mark shall not be used without indicating it is a certification mark, namely whenever the Business or Authorised User uses the Certification Mark, such use shall be accompanied by wording underneath indicating it is a certification mark in the form indicated on the first page of this Agreement or as set out in RSPCA Assured Logo Use Guidelines.
- 8.10 The Business or Authorised User must seek and obtain RSPCA Assured's prior written approval of the design and colour of all labels, material or other matter on which the Certification Mark appears or on which it is otherwise identified or referred to by the Business or Authorised User.
- 8.11 The Business or Authorised User shall not omit part of or make any additions or alterations to the Certification Mark.
- 8.12 The Business or Authorised User shall only use the Certification Mark for the purposes authorised in this Agreement and, in particular, shall not use the Certification Mark in any way which would tend to allow it to become generic, lose its distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of RSPCA Assured or the RSPCA.
- 8.13 The Business or Authorised User shall not do anything which would bring into disrepute RSPCA Assured, the Certification Mark or the RSPCA's activities or trademarks.
- 8.14 The Business or Authorised User shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the Certification Mark, except the rights of use as are specifically set out in this Agreement and the Business hereby transfers all goodwill in the Certification Mark generated by it to RSPCA Assured.
- 8.15 The Business or Authorised User shall not adopt or use any Certification Mark, trade mark, name, symbol or device which incorporates or is confusingly similar to, or is a simulation or imitation of, the Certification Mark or unfairly competes with it. The Business or Authorised User shall not at any time, whether during or after cancellation of this Agreement, apply anywhere in the world to register any marks and/or name/s and/or symbols and/or devices identical to or so nearly resembling the Certification Mark and/or name/s as to be likely to deceive or cause confusion.
- 8.16 The Business or Authorised User shall not at any time use the Certification Mark or the names "Freedom Food", "RSPCA" or "RSPCA Assured" as part of any corporate, business or trading name or style other than in accordance with this Agreement.
- 8.17 The Business or Authorised User shall not at any time use its possession of a Certificate as a means of qualification for, or admission to, or evidence of compliance with, any other certification scheme, any code of practice or conduct, or as a condition for the use or application of any trade mark or certification mark in connection with Certified Goods or Farm Animals, in each case without the prior written agreement of RSPCA Assured.
- 8.18 The Business or Authorised User shall at all times treat all representatives of RSPCA Assured and the RSPCA with respect. The Business or Authorised User's Membership Certificate may be suspended or withdrawn if they are found to have subjected any representative of RSPCA Assured or the RSPCA to verbal abuse, harassment, intimidation and/or threatening behaviour.
- 8.19 The Business or Authorised User shall at all times keep the premises clean, tidy and in a good state of repair. This includes, but is not restricted to, the maintenance of vehicles, machinery, pathways, gates, fences and buildings, and removal of disused vehicles and machinery.
- 8.20 The Business of Authorised User shall at all times, and without prior notice being required, allow RSPCA Assured assessors and RSPCA farm livestock officers to access their premises, facilities, livestock, produce and records to confirm compliance with the RSPCA welfare standards, RSPCA Assured traceability standards and the terms of this agreement, as applicable.

- 8.21 The Business or Authorised User will have policies and procedures in place to ensure the humane and ethical treatment of its employees and prevent the risk of modern slavery or human trafficking. This should include, but is not limited to:
- 8.21.1 adherence to the Modern Slavery Act 2015;
 - 8.21.2 operating a robust recruitment policy, including conducting 'eligibility to work in the UK' checks for all employees to safeguard against human trafficking or individuals being forced to work against their will;
 - 8.21.3 operating a whistleblowing policy so that all employees know that they can raise concerns about how colleagues are being treated or practices with the Business without fear of reprisals;
 - 8.21.4 having standards and policies in place regarding the manner in which they behave as a Business and how it expects its employees act; and
 - 8.21.5 ensuring or requiring that each of its subcontractors and suppliers shall comply with the Anti-Slavery and Human Trafficking Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force and including the Modern Slavery Act 2015.
- 8.21 The Business or Authorised User shall provide such supporting evidence of compliance as the RSPCA may reasonably request from time to time.

9. Infringement of certification mark

- 9.1 If the Business or Authorised User becomes aware of any infringement or threatened infringement of the Certification Mark or of any action detrimental to the Certification Mark or of any third party allegation that the Certification Mark is liable to cause deception or confusion to the public, the Business or Authorised User shall immediately notify RSPCA Assured giving full particulars of such matter and the Business shall make no comment or admission to any third party in respect of such matter.
- 9.2 RSPCA Assured shall have the conduct of any proceedings relating to the Certification Mark and shall in its sole discretion decide what action (including litigation, arbitration or compromise), if any, to take in respect of any infringement or alleged infringement of the Certification Mark or passing off or any other claim or counterclaim brought or threatened in respect of the use of any of the Certification Mark. RSPCA Assured shall not be obliged to bring or defend any proceedings, whether for infringement or otherwise in relation to the Certification Mark, if it decides in its absolute discretion not to do so.
- 9.3 The Business or Authorised User will, at the request of RSPCA Assured, give full co-operation to RSPCA Assured (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of the Certification Mark and RSPCA Assured shall meet all reasonable expenses incurred by the Business to third parties in providing such assistance.
- 9.4 In any infringement proceedings which are brought by RSPCA Assured, RSPCA Assured shall be entitled to claim in respect of any loss suffered or likely to be suffered by the Business or Authorised User and any costs or damages awarded in respect of such claim shall first be applied to satisfy RSPCA Assured's costs and expenses and shall then be apportioned between RSPCA Assured and the Business or Authorised User in accordance with their respective losses.
- 9.5 RSPCA Assured reserves the right to notify Trading Standards if the Certification Mark is being used incorrectly or without the consent of RSPCA Assured on Certifiable Goods or other materials.

10. Suspension

- 10.1 Where there is evidence to suggest that the Business or Authorised User has failed to comply with any of the applicable Standards & Requirements or the terms of this Agreement, including but not limited to the obligations of the business requirements set out in in Clause 8 (and in particular, but without limitation, failing to report one or more of the circumstances set out in Clauses 8.2 or 8.3 or refusing access required under Clause 8.20), or where a Member's repeated noncompliance causes the Scheme Manager to doubt its ability or intention to fully achieve and maintain the Standards & Requirements or compliance with this Agreement, certification may be suspended by the Scheme Manager with immediate effect pending completion of an investigation into the alleged non-compliance.

- 10.2 For the duration of such suspension the Business or Authorised User shall not exercise any rights granted under this Agreement in relation to a suspended Certificate (including any rights to use the Certification Mark) and in particular shall not publicly display a suspended Certificate nor hold out that a suspended Certificate is valid.
- 10.3 The Business or Authorised User shall immediately notify its customers of the suspension of its Certificate and shall do nothing for the duration of such suspension which might lead any person to believe that they are still permitted to exercise the rights granted to them under this Agreement in relation to the suspended Certificate unless they have obtained prior written permission to do so by RSPCA Assured. RSPCA Assured reserves the right to advise the Business or Authorised User's customers or their agents directly of the suspension or the lift of such suspension.
- 10.4 Suspension of any Certificate shall be without prejudice to any existing rights and/or claims that a party may have against the other party and shall not relieve the other party from fulfilling its obligations accrued prior to such suspension.
- 10.5 Where the Business or Authorised Users Membership and/or Certificate(s) have been suspended in accordance with this Clause 10, RSPCA Assured shall investigate and make a determination upon the alleged non-compliance by the Business with the applicable Standards & Requirements and/or terms of this Agreement and may withdraw the Business or Authorised User's Membership and Certificate(s) in accordance with this Agreement.

11. Withdrawal of certificate and membership

- 11.1 Following a site visit to ascertain the details of compliance with the Standards and Requirements and the terms of this Agreement which may result in the preparation of a non-compliance report by RSPCA Assured as set out in Clauses 4.6 and 4.7 above, the Scheme Manager will view the report and may at its discretion recommend that RSPCA Assured direct in writing that there are sufficient grounds to warrant the immediate withdrawal of the Business or Authorised User's Membership and Certificate(s). If the Business or Authorised User considers that it has dealt with all matters of non-compliance raised in the non-compliance report, it may apply to RSPCA Assured for a further assessment visit, such visits will be charged to the Business at the rates set out in Schedule 1. Whether or not to undertake such an assessment visit shall be at the sole discretion of RSPCA Assured.
- 11.2 Where it is determined that there are not sufficient grounds to warrant the immediate withdrawal of the Business or Authorised User's Membership and Certificate(s), the Business or Authorised User must remedy the issues of non-compliance in accordance with Clauses 4.6 and 4.7 and the procedure and consequences set out in that Clause shall apply accordingly.
- 11.3 RSPCA Assured may, withdraw the Business or Authorised User's Membership, and/or withdraw any Certificate granted to the Business or Authorised User, with immediate effect if:
 - 11.3.1 There is evidence to suggest that the Business or Authorised User has failed to comply with any of the applicable Standards & Requirements or the terms of this Agreement including but not limited to the obligations of the business requirements set out in in Clause 8, including but not limited to Clause 8.2; or
 - 11.3.2 the Business or Authorised User undertakes any action which could be considered by the Scheme Manager to bring RSPCA Assured or the RSPCA into disrepute or acts in any way which could be detrimental to the reputation or work of RSPCA Assured or the RSPCA; or
 - 11.3.3 on the Business or Authorised User's premises there is evidence of unnecessary suffering or neglect, or widespread disease or mortality without appropriate veterinary intervention; or
 - 11.3.4 the Business or Authorised User makes a deliberate attempt to mislead anyone with respect to the Business's Membership of the RSPCA Assured Scheme, or with respect to the applicability or validity of any Certificate; or
 - 11.3.5 the Business or Authorised User unreasonably refuses to comply with a request made by RSPCA Assured or the Farm Animals Department pursuant to Clause 4 Inspection above, including refusing to allow RSPCA Assured and/or the Farm Animals Department access to the Business or Authorised User's premises, vehicles, records, Certifiable Animals and Certifiable Goods (as applicable); or
 - 11.3.6 the Business or Authorised User refuses to sign the report prepared by RSPCA Assured in accordance with Clause 4.6; or
 - 11.3.7 the Business or Authorised User fails to pay the relevant Charges in accordance with this Agreement and, in particular, Clause 6 and Schedule 1; or

- 11.3.8 the Business, Authorised User or RSPCA Assured ceases or threatens to cease to carry on business, or goes into liquidation and/or bankruptcy, or steps are taken to appoint or an appointment is made of an administrator, administrative receiver or receiver and manager for the Business or Authorised User or RSPCA Assured or its assets, or the Business or Authorised User or RSPCA Assured enters into or takes any steps to enter into a voluntary arrangement with its creditors or suffers any similar insolvency or other process which affords the third party protection from the Business or Authorised User's or RSPCA Assured's creditors; or
 - 11.3.9 if the business (or any material part of) of the Business or Authorised User or RSPCA Assured is transferred into new ownership; or
 - 11.3.10 the Business or Authorised User commits a material breach of this Agreement (as opposed to a non-compliance with the Standards & Requirements) which is capable of remedy and fails to remedy the breach or take steps to prevent such breach recurring within the time stated on the written notice given to the Business or Authorised User by RSPCA Assured specifying the nature of the breach and requiring it to be remedied; or
 - 11.3.11 the Business or Authorised User commits a material breach of this Agreement (as opposed to a non-compliance with the Standards & Requirements) which is incapable of remedy; or
 - 11.3.12 the Business or Authorised User challenges the validity of the Certification Mark; or
 - 11.3.13 the Business or Authorised User's Membership and Certificate(s) are withdrawn for any reason; or
 - 11.3.14 the Business or Authorised User gives 7 days' notice in writing (which can be by email) to RSPCA Assured that it wishes to cancel this Agreement; or
 - 11.3.15 the Business or Authorised User breaches its obligations under Clause 8.17.
- 11.4 In relation to Clause 11.3.14 where the Business or Authorised User gives notice to cancel this agreement, the Business or Authorised User is required to comply with the obligations of Membership until notified by RSPCA Assured in writing that their request to cancel the agreement has been processed and their Membership cancelled.
- 11.5 The Business shall notify RSPCA Assured immediately in writing if there is reasonable cause to believe that any of the provisions set out in Clause 11.3 above apply to it.
- 11.6 Where Membership and Certificate(s) are withdrawn, the Business or Authorised User can appeal the decision in accordance with Clause 14. If the decision is not so appealed, or the decision is appealed and that appeal is not successful, and the Business wishes to re-apply for Membership and Certification, the Business shall be treated as a new applicant for Certification and the application shall be made pursuant to Clause 4.1. The issue of a further Certificate following the application, is dependent upon the Business evidencing full compliance with the Standards & Requirements and the terms of this Agreement and up to three assessment visits in the following six-month period. Each such visit will be at the Business' expense, at the rates set out in Schedule 1.

12. Consequences of withdrawal or expiry of membership

- 12.1 RSPCA Assured shall immediately notify the Business or Authorised User in writing if this Agreement is withdrawn in accordance with Clause 11.3 above.
- 12.2 Upon withdrawal or expiry of this Agreement however arising:
- 12.2.1 the Business or Authorised User shall immediately cease to exercise the rights granted under this Agreement and (with the exception of the Certificate which shall be dealt with in accordance with Clause 12.2.2 below) shall immediately destroy or remove from display all material within its possession bearing the Certification Mark;
 - 12.2.2 the rights and Certificate granted to the Business or Authorised User in connection with this Agreement shall be deemed withdrawn and invalid with immediate effect and the Business or Authorised user shall immediately return the Certificate to RSPCA Assured by recorded delivery post;
 - 12.2.3 all provisions of this Agreement which in order to give effect to their meaning need to survive its cancellation shall remain in full force and effect after cancellation; and
 - 12.2.4 the Business or Authorised User's Membership and Certificate(s) shall be deemed to be withdrawn.

- 12.3 Withdrawal of the Business or Authorised User's Membership and/or Certificate(s) shall be without prejudice to any existing rights and/or claims that a party may have against the other party and shall not relieve the other party from fulfilling its obligations accrued prior to such cancellation and withdrawal.
- 12.4 Withdrawal of the Business or Authorised User's membership shall not entitle the Business to any refund of the Charges.
- 12.5 Upon the expiry of this Agreement however arising and/or the withdrawal of the Business or Authorised User's Membership and/or Certificate(s), the Business or Authorised User shall immediately notify its customers of, the withdrawal of its Membership of the RSPCA Assured Scheme and/or Certificate(s) issued pursuant thereto, and shall do nothing after the expiry or withdrawal of its Membership and/or Certificate(s) which might lead any person to believe that they are still permitted to exercise the rights granted to them under this Agreement or are in any way connected with RSPCA Assured, unless they have obtained prior written permission to do so by RSPCA Assured. RSPCA Assured reserves the right to advise the Business' or Authorised Users customers or their agents directly upon the expiry or withdrawal and, where applicable, any re-grant of Membership.

13. Complaints

- 13.1 If a Member wishes to complain about RSPCA Assured's administration of the Scheme then it should contact RSPCA Assured in writing who will in turn refer the matter for consideration by the Certification Body.

14. Appeals

- 14.1 If certification is suspended in accordance with Clause 10 above, or the Agreement is withdrawn under Clause 11 or the Scheme Manager refuses to grant or renew a Certificate to the Business or Authorised User in accordance with Clause 2 above or if RSPCA Assured withdraws the Business or Authorised User's Membership on the basis of non-payment of the Charges under Clause 6.1 or non-payment of the Marketing Levy under Clause 6.5, the person or organisation so affected shall have the right to appeal against such decision (the 'First Appeal'). The First Appeal shall be made within 30 days of the date of the Business or Authorised User receiving the decision. The First Appeal should initially be addressed to the Scheme Manager and be made in writing, stating the grounds of appeal and attaching copies of all relevant background documentation and evidence supporting the First Appeal.
- 14.2 The Scheme Manager shall promptly notify the Business or Authorised User following the receipt of the First Appeal as to whether or not the appeal has been successful providing the grounds and reasoning for any decision made.
- 14.3 In the event that the Business or Authorised User is not satisfied with the decision of the Scheme Manager made pursuant to Clause 14.2 above, they may make a further and final appeal to the independent Appeal Panel c/o the Chief Executive of RSPCA Assured by writing within 30 days of receiving the Scheme Manager's decision stating the grounds for appeal in view of the Scheme Manager's decision (the 'Second Appeal'). On receipt of the Second Appeal, the independent Certification Body will appoint in its absolute discretion an independent Appeal Panel to consider the appeal. The Appeal Panel will comprise of three arbitrators who are independent from the RSPCA Assured Scheme.
- 14.4 The Appeal Panel may make any requests for submissions, documents and information from the Business or Authorised User and make any directions it deems appropriate for the purpose of resolving the Business or Authorised User's Second Appeal. The Business or Authorised User shall comply with all such requests within a reasonable period. The Appeal Panel may direct that submissions are to be made on paper and/or at a hearing.
- 14.5 RSPCA Assured shall have no influence on the appointment of the Scheme Manager, the Appeal Panel nor the outcome of any appeal. Notwithstanding this, the Appeal Panel may consult such persons as it sees fit in making its decision and, as promptly as possible, such decisions shall be made in writing and shall be final and binding on RSPCA Assured, the Scheme Manager and the Business or Authorised User.
- 14.6 The Certification Body reserves the right to terminate any appeal at any point if it considers that the appeal is frivolous or vexatious.

15. Limitation of liability

- 15.1 Where, in accordance with this Agreement the Business or Authorised User's (i) Membership application is refused (ii) Membership has been suspended; (iii) Certificate(s) and/or Membership have been withdrawn; and/or (iv) (the designation of the Business as an Authorised User has been cancelled, RSPCA Assured shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- 15.1.1 any loss arising from or in connection with loss of revenues, profits, contracts, business or business opportunities or revenues or failure to realise anticipated savings;
 - 15.1.2 any loss of goodwill or reputation; or
 - 15.1.3 special, indirect or consequential losses suffered by Business arising from the suspension or withdrawal of the business's Membership or Certificate(s), cancellation of this Agreement or of the designation of the Business as an Authorised User.
- 15.2 For the avoidance of doubt, the above limitation of liability shall also apply to the period of time where the Business or Authorised User's Membership application is being considered by RSPCA Assured, their Membership is suspended, the period of time where RSPCA Assured investigates and considers the Business's status as a Member and the period of time of any appeal where the Business has appealed the decision to suspend or withdraw its Membership and/or Certificate(s) and/or cancelled the Business's designation as an Authorised User, but the final decision of the appeal has not yet been made. Where the appeal is successful, the above limitation of liability shall apply to any such period of suspension, withdrawal or cancellation.
- 15.3 Nothing in this Clause 15 shall exclude or attempt to exclude any liability for death or personal injury resulting from negligence or from fraud.

16. Data protection

- 16.1 For purposes of the Data Protection Legislation, RSPCA Assured shall act as data controller of all personal data it obtains for purposes of this Agreement, including personal data on data subjects associated with a Member, Business, Approved Processor or Authorised User ("**Member Personal Data**"), from whatever source obtained.
- 16.2 Members acknowledge that RSPCA Assured may, at its discretion, share Member Personal Data:
- 16.2.1 with Universities for the purpose of conducting research into farm animal welfare;
 - 16.2.2 for the purposes of achieving accreditation of the Standards & Requirements to a European Standard, or for the purposes of providing joint inspection arrangements of the Business or Approved Processor with other certification schemes;
 - 16.2.3 for the purpose of notifying other Members, customers or their agents of the status of that Business's Membership or the status of any Certificate;
 - 16.2.4 in the event that RSPCA Assured are informed of a complaint concerning the welfare of any animal under the care or control of the Business or Authorised User or person connected to the Business or Authorised User (or it comes to RSPCA Assured's attention that such a complaint has been made), Trading Standards or Animal Plant and Health Agency or to the RSPCA Inspectorate as appropriate;
 - 16.2.5 with the RSPCA Farm Animals Department for the purpose of verifying compliance with the Standards & Requirements;
 - 16.2.6 where disclosure is in the sole opinion of RSPCA Assured considered to be in the interests of the Business or Authorised User or the RSPCA Assured Scheme;
 - 16.2.7 where disclosure is required by any rule of law, by a court or under any enactment; or
 - 16.2.8 in any other circumstance where it has a valid legal basis for doing so under the Data Protection Legislation.

- 16.3 For the avoidance of doubt, where anyone makes an enquiry about the Membership status of a Business or Authorised User, RSPCA Assured may confirm the Membership status of the Business or Authorised User and whether Membership exists in respect of all or part of the Business.
- 16.4 Where personal data is provided by a Member to RSPCA Assured, the Member warrants and covenants to RSPCA Assured that:
- 16.4.1 it has complied and will comply at all material times with the Data Protection Act 1998 and the Data Protection Legislation in relation to the Member Personal Data;
 - 16.4.2 it has, at all material times, had all necessary notices and consents in place to enable lawful transfer of the Member Personal Data to RSPCA Assured;
 - 16.4.2 it has not obtained the Member Personal Data in contravention of sections 170 to 174 inclusive of the DPA;
 - 16.4.3 the sharing of the Member Personal Data will not contravene sections 170 to 174 inclusive of the DPA;
 - 16.4.4 it will provide RSPCA Assured with reasonable assistance in complying with any data subject access request arising from or in relation to the Member Personal Data;
 - 16.4.5 it will assist RSPCA Assured in responding to any request from a data subject relating to Member Personal Data, and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 16.4.6 it will notify RSPCA Assured without undue delay on becoming aware of any breach of the Data Protection Legislation or any exercise of a data subject's rights under the Data Protection Legislation which concerns the Member Personal Data and which could reasonably be expected to affect RSPCA Assured;
 - 16.4.7 it will ensure that the Member Personal Data is accurate, up to date and not excessive for the purposes for which it is shared with RSPCA Assured; and
 - 16.4.8 when transferring Member Personal Data to RSPCA Assured, it will be responsible for taking all appropriate technical and organisational security measures to prevent the unauthorised or unlawful processing of, or accidental loss or destruction of, the Member Personal Data and shall ensure a level of security appropriate to the harm which might result from any of the foregoing, taking into account the nature of the Member Personal Data.
- 16.5 The Member undertakes to indemnify RSPCA Assured and hold it harmless from any cost, charge, damages, expense or loss whatsoever and howsoever arising from the Member's failure to comply with the Data Protection Legislation.

17. Address for notices

- 17.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first class post or other next working day delivery service to the respective addresses of the parties given in this Agreement
- 17.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt
 - (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second business day after posting
- 17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. General

- 18.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.
- 18.2 No waiver by either party of a breach or a default under this Agreement shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.
- 18.3 The Business may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of RSPCA Assured.
- 18.4 Where any conflict arises between any terms of the Regulations and this Agreement and the RSPCA Assured Logo Use Guidelines and this Agreement, the conflicting terms of this Agreement shall prevail.
- 18.5 The paragraph headings are for identification purposes only and shall not affect the meaning of the paragraphs themselves.
- 18.6 To the extent permitted by law all provisions of this Agreement shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.
- 18.7 Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any failure or performance under this Agreement which is due to an Act of God, accident, fire, lockout, strike or other labour dispute, riot or civil commotion, failure or technical or electrical facilities not within such party's reasonable control, act of public enemy, enactment, rule, order or act of government (whether national or local), or other act or events of a similar or different nature beyond the reasonable control of either party, any such act or event being deemed an event of force majeure. Should an event of force majeure continue for a period of 6 months or more, then either party shall be entitled to give notice to cancel this Agreement.
- 18.8 This Agreement represents the entire understanding and agreement between the parties in relation to the subject matter of this Agreement and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. This Agreement expressly excludes any warranty, condition or representation (whether negligently or innocently made) or other undertaking implied by law or by custom except as expressly made in this Agreement, save that nothing in this Agreement shall operate as to limit a party's liability for fraud.
- 18.9 This Agreement shall be governed by and be construed in accordance with the law of England and Wales and any dispute arising under it shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 18.10 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.



Freedom Food Limited,
Wilberforce Way, Southwater, Horsham, West Sussex, RH13 9RS

T 01403 286170

F 01403 588753

E info@freedomfood.co.uk

www.freedomfood.co.uk

FF09 April 2019

Charity Registered in England & Wales (1059879) and Scotland (SC038199)

Schedules

Schedule 1 – Charges

Membership fees

	Cost		Cost
One-off joining fee	£36.00	Pigs	
PLUS the appropriate fees below		Breeder or rearer or finisher	£142.80
Pullets and turkeys		Breeder, rearer (rearer, finisher)	£211.20
Up to 12,000 birds	£142.80	Breeder, rearer, finisher	£279.60
Additional multiples of 12,000 birds @	£68.40		
Laying hens		Salmon and trout	
Up to 6,000 birds	£142.80	Per site	£583.20
Additional multiples of 6,000 birds @	£68.40		
Chickens and ducks		Haulier	
Up to 30,000 birds	£142.80	First vehicle	£142.80
Additional multiples of 30,000 birds @	£68.40	Each additional vehicle/trailer	£20.40
Poultry catching team(s)		Abattoir, processor/packers and hatcheries	
Single	£142.80	Per site	£454.80
Additional teams @	£68.40	Revisits, including additions	£142.80
Dairy cattle			
Up to 200 animals	£142.80		
For 201 animals and over	£211.20		
Beef cattle and sheep			
Up to 200 animals	£142.00		
For 201 animals and over	£211.20		

All prices include VAT

Marketing levy

A Marketing Levy is paid by the last processor/packer in the chain (the producer in the case of salmon) for use of the mark on products and menus. Forms must be returned on a monthly, quarterly, half-yearly or annual basis. Returns must be submitted within 14 days of the end of the period.

Product	Rate
Meat, poultry and liquid egg	0.375% of value of product sold
Eggs (including boiled eggs)	5p per 30 dozen eggs sold
Milk	2.5p per 20 litres sold
Fish	0.875p of value of product sold per kilo (gutted weight)

All charges are subject to VAT at current rates

Correct as of April 2019. Subject to change.

Schedule 1

Fish application form

COMPLETE IN BLOCK CAPITALS



Please complete one application form per site

Our ref.

1. Applicant contact information

Main contact Yes No

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title Company

Name of marketing/producer group (if different)

Address
 Postcode

Telephone Mobile

Email Website

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Newsletter Unsubscribe

If you are transferring a membership, please enter your existing number here

2. Site contact information As above

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title

Address
 Postcode

Postal address Yes No Telephone

Mobile Email

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Newsletter Unsubscribe All correspondence to head office

3. Site information

Farm/site name Also known as

Business Hatchery (Ova) Hatchery (Ongrower) Freshwater Seawater
 Haulier Harvest station Wellboat

Animals Salmon Trout Cleaner fish Wrasse Lumpsucker

No. of pens/tanks/incubators No. of fish SEPA registration number (if applicable)

Other certifications

Do you have other RSPCA Assured site/units? Yes No

4. Vehicle information (if applicable)

L = Lorry WB = Wellboat H = Helicopter

Vehicle name	Vehicle reg. no.	System <i>(tick all that apply)</i>	Addition?	Vehicle name	Vehicle reg. no.	System <i>(tick all that apply)</i>	Addition?
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<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H	<input type="checkbox"/>

continued on another sheet

5. Supply chain information – these must be RSPCA Assured

Name of hatchery Name of freshwater producer

Name of seawater producer Name of transport(s)

Name of processor continued on another sheet

6. Membership fee

One-off joining fee	£36.00	<i>PLUS the appropriate fees below</i>
Annual membership		Abattoirs
Hatchery/producer/haulier	£583.20	Per site £454.80
First vehicle	£142.80	Total payable <input type="text"/>
Each additional vehicle	£20.40	All prices include VAT

Please pay by BACS

Account name:
Freedom Food Limited
Sort code: **60 11 17**
Account number: **69595259**
Reference: **Your BACS reference**

We will send you a receipted invoice

7. Payment

Amount paid Payment reference

See total payable above *The reference you used when making a BACS payment or cheque number*

8. Terms and conditions

I confirm that I do not have any previous convictions or pending prosecutions relating to any offence involving the care, handling, transport, slaughter or sale of animals or produce.

I have read and agree to the terms of the NSF Certification UK scheme regulations and RSPCA Assured membership agreement.

Sign Date

Office use only

Membership New Renewal

Type Group Independent

Paid Yes No

NSF signatory

Print name

Sign

Date

Livestock application form

COMPLETE IN BLOCK CAPITALS



Please complete one application form per site

Our ref.

1. Applicant contact information

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title Company

Name of marketing/producer group (if different)

Address

Postcode

Telephone Mobile

Email Website

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Newsletter Unsubscribe

If you are transferring a membership, please enter your existing number here

2. Site contact information As above

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title

Address

Postcode

Postal address Yes No

Telephone Mobile

Email

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Newsletter Unsubscribe All correspondence to head office

3. Site information

Farm/site name Also known as

Business Producer Haulier Abattoir

Animals Beef Dairy Pigs Sheep Veal

Defra holding number (or EU registration number) Slap/herd mark

Other certifications Red Tractor Soil Association Lion Code Other

County Parish Holding (CPH) number Do you have other RSPCA Assured site/units? Yes No

Br/Su = Breeding/suckler Rr = Rearer Fn = Finisher

Cal = Calves Heif = Heifers Dry = Dry cows Milk = Milking cows

4. Unit/vehicle information

House or vehicle reg./chassis no.	Unit type (tick all that apply)										No. of animals	Defra approved		Addition?					
<input type="text"/>	<input type="checkbox"/>	Br/Su	<input type="checkbox"/>	Rr	<input type="checkbox"/>	Fn	<input type="checkbox"/>	Cal	<input type="checkbox"/>	Heif	<input type="checkbox"/>	Dry	<input type="checkbox"/>	Milk	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	Br/Su	<input type="checkbox"/>	Rr	<input type="checkbox"/>	Fn	<input type="checkbox"/>	Cal	<input type="checkbox"/>	Heif	<input type="checkbox"/>	Dry	<input type="checkbox"/>	Milk	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	Br/Su	<input type="checkbox"/>	Rr	<input type="checkbox"/>	Fn	<input type="checkbox"/>	Cal	<input type="checkbox"/>	Heif	<input type="checkbox"/>	Dry	<input type="checkbox"/>	Milk	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	Br/Su	<input type="checkbox"/>	Rr	<input type="checkbox"/>	Fn	<input type="checkbox"/>	Cal	<input type="checkbox"/>	Heif	<input type="checkbox"/>	Dry	<input type="checkbox"/>	Milk	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	Br/Su	<input type="checkbox"/>	Rr	<input type="checkbox"/>	Fn	<input type="checkbox"/>	Cal	<input type="checkbox"/>	Heif	<input type="checkbox"/>	Dry	<input type="checkbox"/>	Milk	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	Br/Su	<input type="checkbox"/>	Rr	<input type="checkbox"/>	Fn	<input type="checkbox"/>	Cal	<input type="checkbox"/>	Heif	<input type="checkbox"/>	Dry	<input type="checkbox"/>	Milk	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

continued on another sheet

5. Supply chain information – these must be RSPCA Assured

Name of livestock supplier Name of haulier

Name of customer (rearer, finisher or processor)

Name of abattoir continued on another sheet

6. Membership fee

One-off joining fee	£36.00	PLUS the appropriate fees below		Please pay by BACS	
Beef, sheep & dairy		Haulier		Account name:	
Up to 200 animals	£142.80	First vehicle	£142.80	Freedom Food Limited	
Over 200 animals	£211.20	Each additional vehicle	£20.40	Sort code: 60 11 17	
Pigs		Abattoir		Account number: 69595259	
Single breeder, rearer or finisher	£142.80	Per site	£454.80	Reference: Your BACS reference	
Breeder/rearer or rearer/finisher	£211.20	Additions	£142.80	We will send you a receipted invoice All prices include VAT	
Breeder, rearer and finisher	£279.60	Total payable	<input type="text"/>		

7. Payment

Amount paid Payment reference

See total payable above *The reference you used when making a BACS payment or cheque number*

8. Terms and conditions

I confirm that I do not have any previous convictions or pending prosecutions relating to any offence involving the care, handling, transport, slaughter or sale of animals or produce.

I have read and agree to the terms of the NSF Certification UK scheme regulations and RSPCA Assured membership agreement.

Sign Date

Office use only		NSF signatory	
Membership	<input type="checkbox"/> New <input type="checkbox"/> Renewal	Print name	<input type="text"/>
Type	<input type="checkbox"/> Group <input type="checkbox"/> Independent	Sign	<input type="text"/>
Paid	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date	<input type="text"/>

Poultry application form

COMPLETE IN BLOCK CAPITALS



Please complete one application form per site

Our ref.

1. Applicant contact information

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title Company

Name of marketing/producer group (if different)

Address

Postcode

Telephone Mobile

Email Website

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Newsletter Unsubscribe

If you are transferring a membership, please enter your existing number here

2. Site contact information As above

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title

Address

Postcode

Postal address Yes No

Telephone Mobile

Email

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Newsletter Unsubscribe All correspondence to head office

3. Site information

Farm/site name Also known as

Business Hatchery Pullets Producer Catching Haulier Abattoir

Animals Hens Chickens Ducks Turkeys Turkeys (seasonal)

Defra holding number (or EU registration number) Brood only? Yes No

Other animals or systems on this site

Other certifications Red Tractor Soil Association Lion Code Other

County Parish Holding (CPH) number Do you have other RSPCA Assured site/units? Yes No

4. Unit/vehicle information

FR = Free range B/I = Barn/indoor ORG = Organic

House or vehicle reg./chassis no.	System (tick all that apply)	No. of birds	Defra approved	Addition?
<input type="text"/>	<input type="checkbox"/> FR <input type="checkbox"/> B/I <input type="checkbox"/> Org	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/> FR <input type="checkbox"/> B/I <input type="checkbox"/> Org	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/> FR <input type="checkbox"/> B/I <input type="checkbox"/> Org	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/> FR <input type="checkbox"/> B/I <input type="checkbox"/> Org	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/> FR <input type="checkbox"/> B/I <input type="checkbox"/> Org	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/> FR <input type="checkbox"/> B/I <input type="checkbox"/> Org	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>

continued on another sheet

5. Supply chain information – these must be RSPCA Assured

Name of hatchery	<input type="text"/>	Name of pullet rearer	<input type="text"/>
Name of haulier	<input type="text" value="IF OWN, STATE 'OWN'"/>		
Catching team	<input type="text"/>	Name of packer	<input type="text"/>
Name of abattoir	<input type="text"/>		<input type="checkbox"/> continued on another sheet

6. Membership fee

One-off joining fee	£36.00	<i>PLUS the appropriate fees below</i>	
Laying hens		Catching team	
Up to 6,000 birds	£142.80	Single team	£142.80
Each additional 6,000 birds	£68.40	Each additional team	£68.40
Pullets and turkeys		Haulier	
Up to 12,000 birds	£142.80	First vehicle	£142.80
Each additional 12,000 birds	£68.40	Each additional vehicle	£20.40
Chickens and ducks		Hatcheries and abattoirs	
Up to 30,000 birds	£142.80	Per site	£454.80
Each additional 30,000 birds	£68.40	Additions	£142.80
		Total payable	<input type="text"/>

Please pay by BACS

Account name:
Freedom Food Limited
 Sort code: **60 11 17**
 Account number: **69595259**
 Reference: **Your BACS reference**

We will send you a receipted invoice
All prices include VAT

7. Payment

Amount paid	<input type="text"/>	Payment reference	<input type="text"/>
	<i>See total payable above</i>		<i>The reference you used when making a BACS payment or cheque number</i>

8. Terms and conditions

<input type="checkbox"/> I confirm that I do not have any previous convictions or pending prosecutions relating to any offence involving the care, handling, transport, slaughter or sale of animals or produce.	<input type="checkbox"/> I have read and agree to the terms of the NSF Certification UK scheme regulations and RSPCA Assured membership agreement.
Sign <input type="text"/>	Date <input type="text"/>

Office use only

Membership New Renewal
 Type Group Independent
 Paid Yes No

NSF signatory

Print name
 Sign
 Date

Processor/packer application form



COMPLETE IN BLOCK CAPITALS

Please complete one application form per site

Our ref.

1. Applicant contact information

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title Company

Other trading name(s)

Address

Postcode

Telephone Mobile

Email Website

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Responsibilities Artwork Licence fee Traceability

Newsletter Unsubscribe

If you are transferring a membership, please enter your existing number here

2. Site contact information As above

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title

Address

Postcode

Postal address Yes No

Telephone Mobile

Email

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Responsibilities Artwork Licence fee Traceability

Newsletter Unsubscribe All correspondence to head office

3. Site information

Farm/site name

Also known as

Packing station number (if applicable)

RSPCA Assured produce Shell egg Liquid egg Chicken Turkey Pork Beef
 Veal Lamb/Mutton Dairy Salmon Trout Other

Rearing system (tick all that apply) FR B/I Org O/B O/R

What size orders can you fulfil?

EU registration number (if applicable) County Parish Holding (CPH) number

BRC or SALSA number

Do you have other RSPCA Assured site/units? Yes No

Would you like a free listing on our directory? Yes No

4. Membership fee

One-off joining fee **£36.00**

PLUS the appropriate fees below

Processor/packer
Per site **£454.80**

Total payable

All prices include VAT

Please pay by BACS

Account name:
Freedom Food Limited
Sort code: **60 11 17**
Account number: **69595259**
Reference: **Your BACS reference**

We will send you a receipted invoice

Licence fee (reference only)

Meat, poultry and liquid egg	0.375%
Eggs	5p per 30 dozen
Milk	2.5p per 20 litres
Fish	0.875p per kilo (guttled)

5. Payment

Amount paid Payment reference

See total payable above *The reference you used when making a BACS payment or cheque number*

6. Terms and conditions

- I confirm that I do not have any previous convictions or pending prosecutions relating to any offence involving the care, handling, transport, slaughter or sale of animals or produce.
- I have read and agree to the terms of the NSF Certification UK scheme regulations and RSPCA Assured membership agreement.
- A translator will be provided as required to allow the assessor to complete their assessment.

Sign Date

Office use only

Membership New Renewal
Type Group Independent
Paid Yes No

NSF signatory

Print name
Sign
Date

Wholesalers/distributors application



COMPLETE IN BLOCK CAPITALS

Please complete one application form per site

Our ref.

1. Applicant contact information

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title Company

Other trading name(s)

Address

Postcode

Telephone Mobile

Email Website

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Responsibilities Artwork Licence fee Traceability

Newsletter Unsubscribe

If you are transferring a membership, please enter your existing number here

2. Site contact information As above

Title Mr Mrs Ms Mx Sir Dr Prof. Other

First name Surname

Job title

Address

Postcode

Postal address Yes No

Telephone Mobile

Email

Preferred method of communication? Mail Telephone Mobile Email *We will use your preferred method of communication whenever possible*

Responsibilities Artwork Licence fee Traceability

Newsletter Unsubscribe All correspondence to head office

3. Site information

Farm/site name

Also known as

Packing station number (if applicable)

RSPCA Assured produce Shell egg Liquid egg Chicken Turkey Pork Beef
 Veal Lamb/Mutton Dairy Salmon Trout Other

Rearing system (tick all that apply) FR B/I Org O/B O/R

What size orders can you fulfil?

EU registration number (if applicable) County Parish Holding (CPH) number

BRC or SALSA number

Do you have other RSPCA Assured site/units? Yes No

Would you like a free listing on our directory? Yes No

4. Membership fee

One-off joining fee **£36.00**

PLUS the appropriate fees below

Wholesalers/distributor
Per site £600.00

Total payable

All prices include VAT

Please pay by BACS

Account name:
Freedom Food Limited
Sort code: **60 11 17**
Account number: **69595259**
Reference: **Your BACS reference**

We will send you a receipted invoice

Licence fee (reference only)

Meat, poultry and liquid egg	0.375%
Eggs	5p per 30 dozen
Milk	2.5p per 20 litres
Fish	0.875p per kilo (guttled)

5. Payment

Amount paid Payment reference

See total payable above *The reference you used when making a BACS payment or cheque number*

6. Terms and conditions

- I confirm that I do not have any previous convictions or pending prosecutions relating to any offence involving the care, handling, transport, slaughter or sale of animals or produce.
- I have read and agree to the terms of the NSF Certification UK scheme regulations and RSPCA Assured membership agreement.
- A translator will be provided as required to allow the assessor to complete their assessment.

Sign Date


Office use only

Membership New Renewal
Type Group Independent
Paid Yes No

NSF signatory

Print name
Sign
Date

Schedule 3 – RSPCA Assured Certification Marks

Mark	Number	Class/Goods
RSPCA ASSURED	3083265	Class 29: Meat, fish, poultry and game; meat extracts; eggs; milk and milk products; edible oils and fats; shellfish; bacon; dairy products; food stuffs made wholly from the aforesaid goods.
	3070330	Class 29: Meat, fish, poultry and game; meat extracts; eggs; milk and milk products; edible oils and fats; shellfish; bacon; dairy products; food stuffs made wholly from the aforesaid goods.

Schedule 3 – NSF Certification UK Ltd.



Certification scheme regulations

1. Access to the scheme

Applications to participate in the Certification Schemes are open to all companies and producers with operations meeting the scope of the standard. Applications must be made using the designated application form stating the products or process for which certification is sought. Applicants are required to give an undertaking to comply with the requirements of the relevant Scheme and with the company's Rules Governing Certification by signing an application form, and thereby give access to the site, relevant documentation and facilities as may be required for assessment purposes.

2. The certification scheme

2.1 Rules governing certification

- 2.1.1 These Rules relate to the Certification Schemes operated by NSF Certification UK Ltd, henceforth NSF Certification, for determining conformity with the relevant Standard.
- 2.1.2 Applicants who satisfy NSF Certification that they are capable of compliance with the requirements of the Certification Scheme and the regulations and compliance criteria of the relevant Standard and who give the company such undertakings as may be required shall, subject to complying with these rules as amended from time to time, be entitled to a Certificate of Conformity which shall remain the property of NSF Certification.
- 2.1.3 Certificates are valid from the date of issue subject to satisfactory performance assessed at a frequency determined by the Standard or Scheme regulations. Certificates remain valid until their expiry date; a new certificate will be issued following successful completion of the re-assessment process. Certificates issued without a specified expiry date rely on other registers to demonstrate continued certification. The right to use a certificate is not transferable.

2.2 Certified companies or producers shall:

- (a) at all times comply with these Rules as amended from time to time;
- (b) retain a copy of the most recent Scheme Standards and Regulations for the relevant Certification Scheme;
- (c) inform NSF Certification immediately of any change to scope of activity of an issued certificate;
- (d) have a nominated a management representative and one or more deputies who shall be responsible for all matters in connection with the requirements of the Certificate of Conformity;
- (e) comply with all requirements of the relevant Certification Scheme until the Certificate expiry
- (f) implement appropriate changes when they are communicated by the NSF Certification;
- (g) if supplying copies of certification documents to others, supply these in their entirety or as specified by the scheme;
- (h) maintain and document a quality system in accordance with the Scheme Standards and make available copies of all or any part of the documented system should they be required by NSF Certification for reference purposes;
- (i) keep a record of all complaints made known to them relating to compliance with certification requirements and makes these records available to NSF Certification when requested, and take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; document the actions taken;
- (j) provide information regarding previous certifications held whether or not they are still valid; release copies of previous certificates and reports if required under the scheme rules;
- (k) not significantly vary the quality system under which any Certificate is issued during the period of certification unless agreed with NSF Certification or as required by changes to scheme rules or requirements;

- (l) notify NSF Certification of:
- any major changes to methods of production or storage which would affect the operation of the quality system or changes in the ownership, structure or management of the organisation.
 - any potential or actual prosecution relating to products or services within the scope of the certification,
 - any potential or actual recall of any product or service included within the scope of certification,
 - any event, activity or media which brings into question or threatens to bring into question the suitability of the producer to produce any of the products or services included within the scope of the certification;
- (m) maintain at all times compliance with all relevant legislation pertinent to the scope of activity of which Certification has been granted;
- (n) correct non-compliances noted during an assessment in accordance with the timescale laid down in the scheme regulations;
- (o) give access to premises during normal working hours to representatives of NSF Certification for the purposes of evaluation, surveillance and to ensure that continued compliance to the scheme standard is being achieved at times other than the scheduled assessment dates, or to establish that the procedures for the termination of approval have been carried out if necessary. This may include; the examination of products, processes, records, the production environment, distribution facilities, methods of test, details of internal audits and systems, personnel, sub-contractors, biosecurity arrangements etc. Assessment teams may be a single auditor or teams of auditors including those in training undergoing assessment or fully trained auditors being witnessed as part of the internal audit process
- (p) in the case of an accredited scheme, on request allow an accreditation body representative to accompany the NSF Certification auditor to assess the performance of the NSF assessor
- (q) in the case of an accredited scheme, imply that any product, service or management system is approved by the relevant accreditation body
- (r) allow NSF Certification, the scheme owner or their representatives to undertake unannounced or short notice audits. In exceptional circumstances no notice may be given. The certified company or producer is required to allow entry to, and assist the auditor appointed in this task;
- (s) use any product marks in accordance with the conditions defined herein and consistent with the scope of certification;
- (t) not use certification in such a manner as to bring NSF Certification into disrepute and shall not make any statement regarding its certification that NSF Certification may consider misleading or unauthorized;
- (u) in making reference to its certification in communication media such as documents, brochures or advertising, comply with the requirements of NSF Certification or as specified by the certification scheme;
- (v) discontinue any use of any product mark or Certificate of Conformity which is unacceptable to NSF Certification or any form of statement with reference to the authority of the Producer to claim compliance with the scheme which, in the opinion of NSF Certification might be misleading;
- (w) ensure that certified products continue to fulfil the product requirements and not deliver or knowingly permit the delivery or sale of downgraded products as complying with the Standards defined in the Certification Scheme;
- (x) not conduct operations in a manner which may have an adverse effect on the integrity and reputation of the Certification Scheme or NSF Certification;
- (y) upon withdrawal of the Certificate of Conformity (however determined) forthwith discontinue the use of the any product mark and all advertising matter which contains it or any reference thereto. In addition, any other documents in the possession of the producer which bear reference to the Certificate shall, if NSF Certification requires, be so treated to eliminate them and on request return them to NSF Certification;

2.2.1 Having regard for NSF Certification costs related to the administration of the scheme, applicants and producers shall pay:

- the relevant fee for assessments and certification, irrespective of the outcome of the assessment;
- the scheme owner royalty if applicable;
- the cost of any additional assessment deemed necessary;
- the cost of any additional sampling or testing deemed to be necessary;
- any additional cost incurred by the company due to non-compliance with these Rules;
- the cost of any booked travel in case of audit cancellation;
- pre-determined cancellation fees in the case of audit cancellation.

These fees will be reviewed regularly by the NSF Certification Board and nominated Managers.

Failure to pay valid invoices shall give the right to NSF Certification for the withdrawal of certification and scheme membership.

2.3 NSF Certification shall:

- (a) undertake continuing assessments periodically at the production establishments of certified producers for the purpose of verifying that the obligations defined by the Certificate of Conformity are being observed;
- (b) reserve the right to immediately suspend the audit or withdraw a current certificate where appropriate, if the producer/site management is in any way verbally or physically abusive to the assessor, by acceptance of these rules, the producer acknowledges any derived incurred costs will be chargeable to the producer/site;
- (c) reserve the right to decline to accept an application or maintain a contract for certification when fundamental or demonstrated reasons exist. These include but are not limited to the client participating in illegal activities, a history of repeated non-conformance;
- (d) notify certified producers of any changes in the Scheme Standards and give them such time as, in the opinion of NSF Certification is reasonable in which to adjust their processes and relevant procedures to meet the revised requirements;
- (e) not disclose any information concerning the producer which is of a confidential nature other than information which is already in the public domain unless otherwise required to do so by law, requested/permitted to do so by the Approved Producer or during the course of accreditation.
- (f) provide a copy of the report and/or certificate and/or audit data to those standard owners in accordance to the specified scheme regulations;
- (g) notify the producer of complaints relating to products which the Certificate of Conformity applies.

2.3.1 If a producer is temporarily unable to comply with the requirements of these Rules as amended from time to time, NSF Certification may require the producer to discontinue the use of the any mark or any claim of compliance with the Scheme with immediate effect until it is satisfied that compliance is again achieved, or pending the results of an appeal.

2.3.2 If the producer fails to comply with these Rules as amended from time to time, NSF Certification may, as appropriate:

- (a) withdraw the Certificate of Conformity or reduce its scope and inform the scheme owner of these changes,
- (b) refuse to grant a Certificate of Conformity or extend its scope,
- (c) reserve the right to initiate legal action.

Such decisions, and the grounds for them, shall be communicated to the producer in writing.

2.3.3 NSF Certification may, at its sole discretion withdraw or refuse to grant a Certificate of Conformity

- (a) if the producer's business is likely to be liquidated or unable to pay its debts,
- (b) if the producer or actions of the producer are deemed to bring the scheme into disrepute,
- (c) if the producer fails to maintain the standards against which certification has been granted.

- 2.3.4 These Rules may from time to time be altered by NSF Certification no such alterations shall affect the right of a certified producer or company to use the appropriate Certification Mark or claim compliance with the scheme unless it shall have been given notice in writing of such alterations by NSF Certification who will notify the producer of the date by which it must comply with the altered regulations, which shall normally be less than six months from the date of notification of the alteration.
- 2.3.5 A register of Approved Producers and Products shall be kept by NSF Certification and shall be open to inspection at its registered office.
- 2.3.6 Any notice under these Rules shall be in writing and signed by or on behalf of the party giving it and may be served on site, by either fax, receipted email, pre-paid recorded delivery or registered post at its address. Any notice served by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the time of posting.
- 2.3.7 NSF Certification is financed by charges of certification. The cost of scheme registration is determined by scheme owners.

2.4 Certificate of conformity

A Certificate of Conformity granted to a producer is valid from the date of issue until the expiry date with its maintenance being subject to satisfactory performance assessed at a frequency determined by Standard or Scheme requirements.

2.5 Continuing assessments

It is a condition of granting a Certificate of Conformity that continuing assessments shall be carried out to ensure that the criteria defined in the Scheme Standards are being met and maintained.

Where non-compliances to the scheme standard are identified at an assessment, documentary corrective action or a further assessment in accordance with the scheme regulations may be required to maintain the certification status.

Change of status may, depending on scheme requirements, be a change of certification grade reflecting change in assessment frequency or notification of withdrawal of approval.

If approval is withdrawn the reason will be clearly specified in writing to the producer. Should the producer wish to appeal against the withdrawal of a Certificate of Conformity the appeal will be heard in the manner described in these Rules Governing Certification (section 5).

3. Product certification mark

- 3.1 Approved producers holding a valid Certificate of Conformity may use the Certification Mark appropriate to the scheme and/or issue a Statement of Conformity.
- 3.2 The Mark may be used only in the form approved by NSF Certification and only on documents which are associated to the subject of the Certificate of Conformity issued to the producer concerned. The Mark must be used only in accordance with the specific rules issued as a condition of use and in strict compliance with the Scheme regulations

4. Complaints

4.1 Complaints related to products or systems within the scope of certification

The responsibility for complying with the requirements of the Certification Scheme as defined in the Scheme Regulations and in the Standards for the Scheme and for complying with Statutory requirements rests absolutely with the certified producer or company and, therefore, any complaint about a product or system arising from possible infringements of the law shall be dealt with by the producer or company concerned. Complaints of this nature coming directly to NSF Certification will be referred to the producer or company for appropriate corrective action to be taken. The certified producer or company is required to maintain a record of all complaints and any subsequent action taken and make this available to assessors during audits.

4.2 Complaints related to certification

Written complaints concerning the Certification process or certified client may be received by any individual, organisation, worker within a certified client, scheme owner or other interested party. Complaints received will be dealt with by NSF Certification who will in accordance with the NSF Certification complaints procedure:

- acknowledge the complaint,
- investigate the complaint and respond to the complainant providing information as to the findings and appropriate outcomes of the investigation,
- prepare a summary report for the Impartiality Board of NSF Certification to consider at its next meeting, this may result in preventative measures being identified.
- Ensure that there is no discriminatory action against a client or other party as a result of being the subject of, or involved within the investigation of a complaint.

5. Appeals

5.1 Independent review

In the event that an approved producer or company disagrees with the outcome of a complaint, they are entitled to respond in writing giving reasons and requesting an Independent Review. This will be conducted by either a member of the NSF Certification Impartiality Board or another industry/sector expert chosen by NSF Certification. Should the outcome of this further review still be unacceptable to the client, they have recourse to the appeals panel process defined in paragraph 5.2 below.

5.2 Panel review

- (a) Appeal Panel Application: Any appeal against a decision of the independent review made under these rules, requires the client now referred to as the appellant, to submit to the NSF Certification Quality Department within 14 clear days of being officially informed of the outcome of the independent review, a request for a panel appeal in writing indicating the reasons for doing so.
- (b) Appeal Panel Constitution: The matter will be referred to the Chairperson of the Impartiality Board who shall appoint a panel to hear the appeal. The panel shall comprise a chairperson and two members, none of whom shall have any commercial interest in the subject of the appeal or have been involved with the related audit or certification process. The Panel shall meet within 60 days of the receipt of the request for appeal. The appellant shall be given at least 14 clear days' notification of the constitution of the Appeal Panel, the time and place of the meeting. The appellant has the right to state objections to the Appeal Panel's constitution. Such objections shall be in writing and shall be communicated to the NSF Certification Quality Department at least 7 clear days before the scheduled date for the Panel meeting. The appellant's objections to the constitution of the Appeal Panel will be considered by the Impartiality Board at its next scheduled meeting, or sooner if this would lead to a period of longer than 60 days between the appeal communication and the Panel's meeting, upon which the Board will decide whether or not to accept the appellant's objections and amend the constitution of the Panel accordingly. The appellant will be informed in writing of the Board's decision and of a new date for the hearing of the appeal.
- (c) Appeal Panel Outcome: Representatives of NSF Certification and the appellant shall be entitled to be heard in confidence by the Appeal Panel. The Appeal Panel's decision based on the majority of the Appeal Panel as declared by its Chairman, shall be final and will be communicated to the Appellant within 7 days of the panel meeting.

5.3 Appeal Costs

NSF Certification reserves the right to charge the Appellant, reasonable costs for both the independent review and appeals panel process as defined in paragraphs 5.1 and 5.2; these will be notified and may be charged to the appellant ahead of any review commencing. NSF Certification will not be liable for the appellants' costs of Independent or Panel Review.

6. Liabilities

Under no circumstances shall NSF Certification or its employees or agents be liable for any losses, damages, charges, costs or expenses of whatever nature which any approved producer, applicant or scheme member may suffer or incur by reasons of or arising from the administration or the performance of their respective obligations in connection with the Certification Scheme, except where costs arise as a result of the gross negligence or wilful default of such persons.

7. Definitions

- **Applicant** – A business or person who has applied for, but has not yet been granted a Certificate of Conformity
- **Approved/Certified Producer/Company** – A business or person holding a valid Certificate of Conformity for the production or system specified on the Certificate of Conformity.
- **Certificate of Conformity** – A Certificate issued under a specific serial number by NSF Certification to Approved Producers for a designated location(s) or site(s).
- **Certification Scheme** – The Certification Scheme which is designed to certify conformity in accordance with a Standard using a quality system complying with the requirements of accreditation.
- **Mark of Conformity/ Q mark** – A mark owned by NSF Certification and applied by an Approved Producer to letterheads, promotional materials or other item in accordance with the QMark rules indicating that the producer is certified by NSF Certification.
- **Statement of Conformity** – A document issued by an Approved Producer to a customer confirming the products supplied have been produced in accordance with and meets the certification scheme standards. This document may also carry the Mark of Conformity.
- **Scheme Regulations** – The document which contains the details of how the certification standard shall be operated by the Certification Body.
- **Production Establishment** – A place where product is produced (grown), prepared, processed, packed and/or stored prior to distribution.
- **Scheme Standards** – The document which defines the product, system or compliance criteria which participants in the Certification Scheme must meet and maintain
- **Impartiality Board** – A group independent of NSF Certification with industry, certification and producer experience.