



Dedicated to  
farm animal welfare

# Membership agreement

## Summary of changes

### March 2021

Minor changes and corrections have been made throughout the Membership Agreement (or “MA”) to increase clarity. Some of the changes create new rights for RSPCA Assured or for Members or involve potentially significant procedural changes.

Members should review the updated MA carefully to ensure they are aware the new terms of their membership. For convenience, RSPCA Assured has outlined a number of the key changes below.

1. **Definitions:** changes have been made to the definitions in the MA, including:

- a. **Approved Abattoir:** revised to make clear that this includes post-slaughter processing;
- b. **Approved Processor:** revised to provide for conformity to chain-of-custody requirements;
- c. **Certifiable Goods:** this definition has been widened to allow for any products made from Certifiable Animals to be certifiable goods and not only the specific goods which were previously listed;
- d. A definition of **Certification Mark Licence** has been added, being the separate licence agreement covering use of the Certification Marks in the course of trade;
- e. A definition of **Chain of Custody** has been added, being the audit standards for traceability of animals and products covered by the MA; and
- f. A definition of **Sanctions** has been added, providing a general term for sanctions applied for breaches of the MA, and this term has been used throughout the MA.

2. **Clause 2.12 – Declining to issue a Certificate:**

Under new clause 2.12, RSPCA Assured may decline to issue, renew or update a Certificate if it considers that granting or continuing membership to a particular person would bring the scheme into disrepute or damage its goodwill, or if it believes either that issuing a certificate would be incompatible with the values and principles behind the Standards & Requirements or that the applicant is unlikely to adhere to them.

This clause is intended to protect the scheme and Members from association with applicants who do not intend or are not able to uphold its values and to reduce the cost to the scheme of dealing with these applications.

3. **Clause 4 – Inspections:**

This clause has been amended to

- a. permit inspections in relation to compliance with chain of custody requirements of the scheme;
- b. set out specific timescales for inspections to provide greater clarity to Members;
- c. clarify inspectors’ rights to make and share records during an inspection; and
- d. to clarify that inspectors will comply with health and biosecurity requirements imposed by law and set out Members’ duties to facilitate and allow for inspections.

4. **Clause 6:**

- a. Under Clause 6.1, charges must be paid by electronic transfer;
- b. Clause 6.5 has been revised to make clear when and by whom the Levy is payable;
- c. Clause 6.7 provides for an administration fee to be chargeable on late payments.

**5. Clause 10:**

- a. Clause 10.2 has been amended to make clear that suspension of a certificate not only prohibits direct use of the Certification Marks, but also placing Certifiable Goods or Certifiable Animals into the supply chain for goods covered by the Certification Marks; and
- b. Clauses 10.7 and 10.8 have been added and amended to explain the Sanctions available to RSPCA Assured for breaches of the MA, to provide RSPCA Assured with flexibility in selecting sanctions which are appropriate to a particular breach, and to allow RSPCA Assured to impose tailored conditions for varying or withdrawing Sanctions.

**6. Clause 11 – withdrawal of membership:**

This clause has been amended to clarify that Members may terminate membership of the scheme upon notice to RSPCA Assured and to clarify that withdrawal of a Certificate or imposition of other Sanctions will not relieve a member of its general obligations under the MA.

**7. Clause 14 – appeals:**

This clause has been revised to provide for RSPCA Assured to (i) determine the conditions and rules for appeals against decisions to suspend, withdraw or refuse a Certificate; (ii) terminate a frivolous or vexatious appeal; and (iii) to clarify the 30-day time limit for commencing an appeal and that the parties to the appeal will bear their own costs.

The changes made to clause 14 are intended to allow RSPCA Assured and Members greater flexibility in dealing with the appeals process and reduce the complexity of the MA.

**8. Schedule 1:**

Membership fee and levy payment amounts have been updated.