



Dedicated to  
farm animal welfare

# Membership agreement

## Terms and conditions

June 2022

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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

<b>Appeal Panel</b>	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;
<b>Approved Abattoir</b>	a company, organisation or other entity which has been shown to the satisfaction of RSPCA Assured (i) to slaughter, or (ii) to process post-slaughter, one or more particular species of Certifiable Animals (as detailed in the Certificate) in accordance with the applicable Standards & Requirements;
<b>Approved Farm Production Unit</b>	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;
<b>Approved Haulier</b>	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;
<b>Approved Processor</b>	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, pay Charges in accordance with Clause 6 and Schedule 1 of this Agreement and adhere to Chain of Custody requirements;
<b>Assessor</b>	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;
<b>Associate</b>	has the meaning set out in section 435 of the Insolvency Act 1986;
<b>Authorised User</b>	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;
<b>Business</b>	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;
<b>Certifiable Animals</b>	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;
<b>Certifiable Goods</b>	includes meat, meat extracts, bacon, shellfish, fish, eggs, poultry, milk and milk products, edible oils and fats, game, dairy products, and all ingredients and products made from the Certifiable Animals, and such other goods as RSPCA Assured may in its absolute discretion from time to time add to this list;
<b>Certificate</b>	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;

<b>Certification Body</b>	means Supply Chain In-Sites Ltd, 78 Cannon Street, London, England, EC4N 6AF. Supply Chain In-Sites Ltd (SCI) 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. SCI also appoints the Scheme Manager to oversee certification processes of the RSPCA Assured Scheme;
<b>Certification Mark</b>	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;
<b>Certification Mark License</b>	means a license to apply or use the Certification Mark in connection with Certifiable Goods in such form as may be specified by RSPCA Assured from time to time;
<b>Chain of Custody</b>	means the audit standards for the traceability of Certifiable Goods and Certifiable Animals whether before or after slaughter or processing as notified by RSPCA Assured to Members and Licensees in writing from time to time;
<b>Charges</b>	the joining fee, membership fee and Levy where applicable as set out in Clause 6 and defined in Schedule 1 of this Agreement;
<b>Connected</b>	a person is Connected with a company if (a) he is a director or shadow director of the company or an Associate of such a director or shadow director, or  (b) he is an Associate of the company and Connected with an individual or a partner in a partnership if an Associate of that person;
<b>Data Protection Legislation</b>	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;
<b>Farm Animals Department</b>	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;
<b>RSPCA Assured</b>	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);
<b>RSPCA Assured Scheme</b>	the farm animal welfare assurance Scheme run by RSPCA Assured to apply the Standards & Requirements;
<b>Levy</b>	the levy charged for using the Certification Mark, as set out in Clause 6.4 to 6.8 below and Schedule 1;
<b>Levy Return</b>	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;
<b>Licensee</b>	means a Business or Authorised User who is party to a valid and ongoing Certification Mark Licence;

<b>Member</b>	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 (including as a result of Sanctions);
<b>Membership</b>	a Member's membership of the RSPCA Assured Scheme;
<b>Regulations</b>	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;
<b>RSPCA</b>	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;
<b>RSPCA Assured Logo Use Guidelines</b>	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;
<b>Sanctions</b>	means sanctions applied to a Member as set out in clause 10;
<b>Scheme Manager</b>	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;
<b>Standards &amp; Requirements</b>	the RSPCA Farm Animal Welfare Standards as found at the "RSPCA Welfare Standards" tab available <a href="http://www.freedomfood.co.uk">http://www.freedomfood.co.uk</a> 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;
<b>Term</b>	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 (or where the Member voluntarily terminates the Agreement under) Clauses 10 or 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
<b>Working Groups</b>	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.
<b>1.1.</b>	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.
<b>1.2.</b>	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;
  - 2.1.2 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);
  - 2.1.3 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;
- and where the applicant has:
- 2.2 paid the Charges identified in Schedule 1, as applicable on application;
  - 2.3 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;
  - 2.4 (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
  - 2.5 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, subject to clauses 2.6 to 2.7 and 2.12, 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.
- 2.6 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.
- 2.7 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

- 2.8 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:
- 2.8.1 paid the Charges and Levy applicable as required by the Agreement and set out in Schedule 1 and the Certification Mark Licence;

- 2.8.2 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;
- 2.8.3 shown to the satisfaction of RSPCA Assured that it is in compliance with the terms and conditions of its current Membership;
- 2.8.4 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; and
- 2.8.5 been assessed by RSPCA Assured during the period of its previous Certificate;

RSPCA Assured will, subject to clauses 2.9 and 2.12, 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.

- 2.9 Failure to apply for a renewal of a current Certificate within 28 days of following its expiry under clause 2.5(c) may result in the Business' Certificate being withdrawn and a new application for Membership will be required under Clause 2.1 above.
- 2.10 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.
- 2.11 The Charges are non-refundable in the event that Membership is not granted or renewed by RSPCA Assured.
- 2.12 RSPCA Assured may, at its sole discretion and without limitation of its other rights under this Agreement, decline to issue, renew or update a Certificate where it considers that:
  - 2.12.1 the applicant's membership of the Scheme (including in relation to the past conduct of any person who is Connected with the applicant (being a company) or a partner in the applicant or Associated with the applicant) would be likely to (i) bring the RSCPA Assured Scheme into disrepute; or (ii) damage the goodwill associated with a Certification Mark; or (iii) be incompatible with the values and principles underlying the Standards & Requirements; or
  - 2.12.2 the applicant is unlikely to adhere, for any reason, to the Standards & Requirements.

### 3. Standards & 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 (where a filing is required by law in respect of a change to the Regulations) 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 (where such filing is required by law) 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 (or any party designated by it for the purposes set out in this clause) 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 2.8 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 (i) the Business or Authorised User's compliance with the Standards & Requirements, (ii) the compliance with the Chain of Custody requirements of any Business or Authorised User within the RSPCA Assured Scheme, and/or (iii) the obligations contained in this Agreement as applicable. Such visits may be unannounced and without prior arrangement. In relation to such visits:
  - 4.1.1 Members shall maintain up-to-date contact details at all times during the Term of the Agreement for the purpose of facilitating requests for access to their premises or conducting unannounced visits, and Members shall respond to any request for a visit by arrangement within 48 hours;
  - 4.1.2 where visits are pre-arranged with the Member, the Member shall give at least 7 days' notice of any cancellation or rescheduling of a visit;
  - 4.1.3 without limitation of its rights, the full cost of the audit shall be charged to the Member by RSPCA Assured where the Member fails to comply with clause 4.1.2, such cost to be payable by the Member immediately upon demand; and
  - 4.1.4 Members shall ensure that they are able to have personnel physically on-site at any of their premises within one hour of a request made by RSPCA Assured in relation to a visit who are able (without limitation) to provide full access to the premises.
- 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 Business or Authorised User acknowledges and agrees that RSPCA Assured, the Assessor, the Certification Body and the Farm Animals Department may make records of any assessment, audit, investigatory or monitoring visit, including photo, video and audio recordings, and may share with each other copies and otherwise make use of for the purposes of this Agreement 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.
- 4.4 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 in any respect with the Standards and Requirements or the obligations contained in this Agreement, and whether to recommend that RSPCA Assured apply Sanctions. Where it so determines, RSPCA Assured may apply Sanctions in accordance with Clause 10 of the Agreement, but shall not be bound by the recommendation of the Scheme Manager. Serious welfare non-compliances may negate a membership application or result in immediate cancellation of Membership. Whether or not the Business has complied with the Standards & Requirements (which may or may not have led to a serious welfare issue) is a matter for the discretion of the Scheme Manager (subject always to the final decision of RSPCA Assured).
- 4.5 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 shall sign the report in the presence of RSPCA Assured to acknowledge receipt.
- 4.6 Subject always to the right of RSPCA Assured to apply Sanctions, , the Business will be given a time limit (depending upon the nature and number of non-compliances) 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. Without limitation of its rights under clause 10, 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;
- 4.6.1 Sanctions may be applied (including, without limitation, suspension or withdrawal of the Business's Membership and/or Certificate(s)); or
- 4.6.2 the Business's application made in accordance with Clause 2 may be denied.
- 4.7 In the event that Business's Certificate is withdrawn or denied under clause 4.6, 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
- 4.9 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.
- 4.10 Inspections undertaken under this clause 4 will be subject to any mandatory health or biosecurity requirements (including access restrictions) imposed by law or regulation. Subject to the foregoing, Members are required to use best efforts to facilitate and allow for inspections at any time during the term of this Agreement. Failure to do so shall, without limitation, permit the imposition of Sanctions.

## **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 Levy, as applicable), settle such invoice by electronic transfer.
- 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 Levy in accordance with this Agreement.

## Levy

- 6.4 The Business or Approved Processor (as applicable and as set out in clause 6.5 below) shall submit 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 Levy (the producer in the case of Salmon, the last processor in the supply chain) for the Certifiable Goods as set out in the Certification Mark Licence. This applies to all Certifiable Goods (i) with the Certification Mark; (ii) which have the Certification Mark applied to them or their packaging; or (iii) are otherwise associated with the RSPCA Assured Scheme or a Certification Mark through marketing (including online marketing), documentation or product specifications.
- 6.6 The Business or Approved Processor shall pay RSPCA Assured on a quarterly basis the Levy for the use of the Certification Mark based on the Charges set out in Schedule 1, on the 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 Levy due under this Agreement or the Certification Mark Licence by the due date for payment, then without limiting RSPCA Assured's rights under Clause 11, the Business or Approved Processor shall (i) pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time; and (ii) shall pay a late-payment administration fee in an amount by RSPCA Assured from time to time. 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 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 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.
- 8.22 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 and sanctions

- 10.1 Where the Scheme Manager believes that the Business or Authorised User has failed to comply with any of the applicable Standards & Requirements (for the avoidance of doubt, including the RSPCA Farm Animal Welfare Standards and any requirements of the Certification Body) or the terms of this Agreement, including but not limited to the obligations of the business requirements set out 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 RSPCA Assured the Scheme Manager to doubt its ability or intention to fully achieve and maintain the Standards & Requirements or compliance with this Agreement, a Certificate 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 or to place Certifiable Goods or Certifiable Animals into the supply chain associated with the Certification Mark) and in particular shall not publicly display a suspended Certificate or 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. Suspension of a Certificate under this clause 10 shall be without prejudice to RSPCA Assured's right to impose Sanctions.
- 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.
- 10.6 Suspension of any Certificate shall not entitle the Business or Authorised User to any refund of the Charges.
- 10.7 The following Sanctions may be imposed on any Business or Authorised User immediately upon written notice in the sole and entire discretion of RSPCA Assured where RSPCA Assured determines that one of the criteria set out in clause 10.8 has been met:
  - 10.7.1 temporary withdrawal of a Certificate for such period, on such criteria, and in respect of such Certifiable Animals or Certifiable Goods, as RSPCA Assured may in each case determine;
  - 10.7.2 withdrawal of a Certificate (in whole or in relation to such Certifiable Animals or Certifiable Goods as RSPCA Assured may in each case determine); and/or
  - 10.7.3 termination of the Agreement; andfor the avoidance of doubt, multiple simultaneous Sanctions may be imposed, there shall be no limit to the number of Sanctions imposed during the term of the Agreement, and the temporary or permanent withdrawal of a certificate may be expressed to include Certifiable Goods or Certifiable Animals which RSPCA Assured determines were produced other than in compliance with the Standards and Requirements and/or during periods when the Business or Authorised User was in breach of the Agreement.
- 10.8 Without prejudice to the rights of RSPCA Assured under clause 10 and where otherwise specifically provided in this Agreement, RSPCA Assured may impose Sanctions where:
  - 10.8.1 There is evidence to suggest that the Business or Authorised User has failed to comply with any of the applicable Standards & Requirements or any of the terms of this Agreement; or
  - 10.8.2 the Business or Authorised User undertakes any action which could be considered 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
  - 10.8.3 there is evidence of unnecessary suffering or neglect, or widespread disease or mortality without appropriate veterinary intervention on the Business or Authorised User's premises; or

- 10.8.4 the Business or Authorised User makes a deliberate attempt to mislead anyone with respect to Membership of the RSPCA Assured Scheme, or with respect to the applicability or validity of any Certificate; or
  - 10.8.5 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), 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
  - 10.8.6 the Business or Authorised User refuses to sign the report prepared by RSPCA Assured in accordance with Clause 4.6; or
  - 10.8.7 the Business or Authorised User fails to pay the relevant Charges or meet any other financial obligation in accordance with this Agreement; or
  - 10.8.8 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
  - 10.8.9 if the business (or any material part of) of the Business or Authorised User or RSPCA Assured is transferred into new ownership; or
  - 10.8.10 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
  - 10.8.11 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
  - 10.8.12 the Business or Authorised User challenges the validity of a Certification Mark; or
  - 10.8.13 the Business or Authorised User breaches its obligations under Clause 8.17.
- 10.9 Where Sanctions have been imposed, RSPCA Assured may, in its sole and entire discretion, impose such conditions as it sees fit (including, but not limited to, remedial measures, reporting, inspections and verification) on the variation, modification or withdrawal of Sanctions. Such conditions shall be notified in writing to a Business or Authorised User without undue delay.
- 10.10 A Business or Authorised user shall notify RSPCA Assured immediately in writing if there is reasonable cause to believe that any of the provisions set out in Clause 10.8 apply to it.

## **11. Withdrawal of certificate and membership**

- 11.1 Withdrawal of any Certificate shall be without prejudice to (i) RSPCA Assured's right to impose further or other Sanctions or (ii) any existing rights and/or claims that one party may have against the other party and shall not relieve the other party from fulfilling its obligations accrued prior to such suspension. It shall not entitle the Business or Authorised User to any refund of the Charges.
- 11.2 A Business or Authorised User may terminate this Agreement by giving 7 days' prior notice in writing (which can be by email) to RSPCA Assured that it wishes to terminate this Agreement. Where the Business or Authorised User gives notice to terminate this agreement, the Business or Authorised User is required to continue to comply with the obligations of Membership until notified by RSPCA Assured in writing that their request to terminate the agreement has been processed and their Membership cancelled.
- 11.3 Where Sanctions include the withdrawal of a Membership or Certificate(s), the Business or Authorised User can appeal that part of the Sanctions which consists of withdrawal 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's 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 Membership is withdrawn in accordance with Clauses 10 and 11 above or upon its expiry.
- 12.2 Upon withdrawal of a Certificate or upon termination of this Agreement, howsoever 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; and
  - 12.2.3 where the Agreement has terminated, all provisions of this Agreement which in order to give effect to their meaning need to survive termination shall remain in full force and effect.
- 12.3 Withdrawal of the Business or Authorised User's Membership and/or Certificate(s) or the termination of the Agreement 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 or termination of the Agreement (howsoever occasioned) shall not entitle the Business to any refund of the Charges.
- 12.5 Upon the termination 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

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 a Certificate is suspended or withdrawn or the Scheme Manager refuses to grant or renew a Certificate to the Business or Authorised User in accordance with Clause 2 above, the person or organisation so affected shall have no right of appeal against such decision (an "Appeal"), except as set out in this clause 14.
- 14.2 RSPCA Assured shall be entitled to fix and determine the conditions for, and procedural rules applicable to, any such Appeal and to modify, add or remove such conditions and rules from time to time in its entire discretion. RSPCA Assured will provide a Business or Authorised user upon request with access to then-applicable conditions and rules for Appeals.
- 14.3 Either of the Certification Body or RSPCA Assured, acting in their entire discretions, may terminate an Appeal at any point if either of them considers that the Appeal is frivolous or vexatious.
- 14.4 Any request for an Appeal must be made within 30 days of the date of the Business or Authorised User being informed of the decision to be appealed.
- 14.5 Nothing in this clause 14 shall affect the expiry of this Agreement or the right of RSPCA Assured to terminate this Agreement according to its terms.
- 14.6 The parties shall bear their own costs in relation to any Appeal under this clause 14.



## 15. Limitation of liability

- 15.1 Where, in accordance with this Agreement the Business or Authorised User's (i) Membership application is refused (ii) a Certificate has been suspended; (iii) Certificate(s) and/or Membership have been withdrawn; (iv) other Sanctions have been imposed; and/or (v) (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 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; or (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.



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FF09 September 2014  
Charity Registered in England & Wales (1059879) and Scotland (SC038199)

## Schedules

### Schedule 1 – Charges

#### Membership fees

	Cost
<b>One-off joining fee</b>	<b>£36.00</b>
<i>PLUS the appropriate fees below</i>	
<b>Pullets and turkeys</b>	
Up to 12,000 birds	£299.00
Additional multiples of 12,000 birds @	£68.40
<b>Laying hens</b>	
Up to 6,000 birds	£299.00
Additional multiples of 6,000 birds @	£68.40
<b>Chickens and ducks</b>	
Up to 30,000 birds	£142.80
Additional multiples of 30,000 birds @	£68.40
<b>Poultry catching team(s)</b>	
Single	£299.00
Each additional teams @	£68.40
<b>Dairy cattle</b>	
Up to 200 animals	£142.80
For 201 animals and over	£211.20
<b>Beef cattle and sheep</b>	
Up to 200 animals	£142.80
For 201 animals and over	£211.20
<b>Pigs</b>	
Breeder or rearer or finisher	£299.00
Breeder, rearer (rearer, finisher)	£299.00
Breeder, rearer, finisher	£299.00

All prices include VAT

#### Licence fees

Licence fees are paid by processor/packers selling RSPCA Assured produce. Licence fee returns must be submitted on a monthly or quarterly basis as appropriate. 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 November 2021. Subject to change.

Schedule 1

#### Salmon and trout

Well boats and all sites, including hatcheries, tank units and abattoir

£583.20

#### Haulier

First vehicle	£142.80
Each additional vehicle/trailer	£20.40
Helicopter transport	£486.00
Fish road hauliers	£142.80

#### Abattoir, processor/packers and hatcheries

Per site

£454.80

#### Revisits, including additions

£199.00

#### Service

Site revisit cost	£199.00
Additional Farm Livestock Officer visit	£325.00
Derogation/Exception requests	£125.00
Deadline extensions	£33.00
Reinstatement of Certification/Membership	£46.00
Fast Track: to certification	£46.00
Report generation per hour	£43.00
Duplicate certificate issue	£4.00

#### Covers

Annual membership fee for 12 months

- Issue of annual certificate
- Cost of single annual inspection and administration

#### Remember

Cancellations received less than 48 hours before the inspection may incur a cost of £199.

# 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  Subscribe

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  Subscribe  All correspondence to head office

## 3. Site information

Farm/site name  Also known as

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

Animals  Salmon  Trout Cleaner fish  Wrasse  Lump sucker

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?
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> L <input type="checkbox"/> W <input type="checkbox"/> H <input type="checkbox"/>	<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

<b>One-off joining fee</b>	<b>£36.00</b>	<i>PLUS the appropriate fees below</i>
<b>Annual membership</b>		
All sites + hatcheries, tank units, well boats and abattoirs		£583.20
Helicopter transport	£486.00	<b>Total payable</b> <input type="text"/>
Road hauliers – first vehicle	£142.80	
Each additional vehicle	£20.40	
		<b>All prices include VAT</b>

#### 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*

#### 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 SCI Certification UK scheme regulations and RSPCA Assured membership agreement.

Sign  Date

#### Office use only

Membership  New  Renewal

Type  Group  Independent

Paid  Yes  No

#### SCI 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  Subscribe

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  Subscribe  All correspondence to head office

## 3. Site information

Farm/site name  Also known as

Business  Producer  Haulier  Abattoir

Animals  Beef  Dairy  Pigs  Sheep  Veal

CPH/DEFRA holding number (or EU registration number)  Slap/herd mark

Other certifications  Red Tractor  Soil Association  Lion Code Other

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

<b>One-off joining fee</b>	<b>£36.00</b>	<i>PLUS the appropriate fees below</i>	
<b>Beef, sheep &amp; dairy</b>		<b>Haulier</b>	
Up to 200 animals	£142.80	First vehicle	£142.80
Over 200 animals	£211.20	Each additional vehicle	£20.40
<b>Pigs</b>		<b>Abattoir</b>	
Single breeder, rearer or finisher	£299.00	Per site	£454.80
Breeder/rearer or rearer/finisher	£299.00	<b>Additions</b>	£199.00
Breeder, rearer and finisher	£299.00	<b>Total payable</b>	<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  Payment reference

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

#### 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 SCI Certification UK scheme regulations and RSPCA Assured membership agreement.

Sign  Date

Office use only		SCI 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  Subscribe

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  Subscribe  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)

CPH/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

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

#### 4. Unit/vehicle information

FR = Free range B/I = Barn/indoor ORG = Organic MT = Multi-tier

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="checkbox"/> MT	<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="checkbox"/> MT	<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="checkbox"/> MT	<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="checkbox"/> MT	<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="checkbox"/> MT	<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="checkbox"/> MT	<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'"/>	Name of packer	<input type="text"/>
Catching team	<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	PLUS the appropriate fees below		Please pay by BACS
<b>Laying hens</b>		<b>Catching team</b>		Account name:
Up to 6,000 birds	£299.00	Single team	£299.00	<b>Freedom Food Limited</b>
Each additional 6,000 birds	£68.40	Each additional team	£68.40	Sort code: <b>60 11 17</b>
<b>Pullets and turkeys</b>		<b>Haulier</b>		Account number: <b>69595259</b>
Up to 12,000 birds	£299.00	First vehicle	£142.80	Reference: <b>Your BACS reference</b>
Each additional 12,000 birds	£68.40	Each additional vehicle	£20.40	
<b>Chickens and ducks</b>		<b>Hatcheries and abattoirs</b>		We will send you a receipted invoice
Up to 30,000 birds	£142.80	Per site	£454.80	<b>All prices include VAT</b>
Each additional 30,000 birds	£68.40	<b>Additions</b>	£199.00	
		<b>Total payable</b>	<input type="text"/>	

#### 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</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 SCI Certification UK scheme regulations and RSPCA Assured membership agreement.
Sign	<input type="text"/>	Date	<input type="text"/>

Office use only		SCI 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"/>

# Supply chain application form

COMPLETE IN BLOCK CAPITALS



Lloyd's  
Register



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  Levy  Traceability

Newsletter  Subscribe

## 2. Site contact information As above

Title  Mr  Mrs  Ms  Mx  Sir  Dr  Prof.  Other

First name  Surname

Job title  Company

Address

Postcode

Postal address  Yes  No Invoice 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  Levy  Traceability

Newsletter  Subscribe  All correspondence to head office

### 3. Site information

Site name

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     ORG     CF     O/B     O/R     B/I

What size orders can you fulfil?

EU registration number (site code)     Egg packing station 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

#### Levy (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 (gutted)

### 5. Payment

Amount paid     Payment reference   
*See total payable above*    *The reference you used when making a BACS payment*

### 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 UK scheme regulations and RSPCA Assured membership agreement.
- I confirm that, if necessary, I will provide a translator to allow the assessor to complete their assessment.

Sign     Date

#### Office use only

Membership     New     Renewal  
 Type     Group     Independent  
 Paid     Yes     No

# Wholesalers/distributors application



Lloyd's  
Register



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*

### 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 UK scheme regulations and RSPCA Assured membership agreement.
- I confirm that, if necessary, I will provide a translator to allow the assessor to complete their assessment.

Sign  Date

#### Office use only

Membership  New  Renewal  
Type  Group  Independent  
Paid  Yes  No

## 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.
 <p>The image shows three variations of the RSPCA Assured certification mark. The top one is a colorful logo featuring a stylized chicken in orange, a pig in pink, and a fish in blue, arranged in a circular pattern. Below it is the text 'RSPCA ASSURED' in blue. The middle one is a black and white version of the same circular logo and text. The bottom one is a blue monochrome version of the same circular logo and text.</p>	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 – SCI (Supply Chain In-Sites Ltd)



### Certification Information, Obligations and Conditions

#### General

Customers of Supply Chain In-Sites Ltd (SCI), identified by contract or application documents agree to the services as defined below, in accordance with these obligations and conditions, which may be revised.

Applications to participate in Certification Schemes are open to all organisations and producers with operations meeting the scope of the standard. Applications are made using the designated application document or contract, these require applicants to comply with the requirements of the relevant scheme and these Obligations and Conditions.

Customers that satisfy SCI that they have met the requirements of the Certification Scheme, and have agreed to abide by the scheme requirements and these obligations and conditions, shall be entitled to a Certificate, which shall remain the property of SCI. Certificates are not transferrable.

#### The Certification Process

The key requirements of the certification process are described below, some schemes, or where the applicant is transferring from one certification body to another may vary the process.

1. Application – the customer will apply for certification by completing application documentation or processes, and paying fees required
2. Application Review – SCI will review the application information submitted to ensure all information required is complete and SCI have the capability and capacity to provide the service applied for. The outcome of the application review may be
  - a. Accept the application and move to next step
  - b. Request more information or clarification to complete the application review
  - c. Reject the application, in which case the applicant will be informed of the reason for this decision
3. Assessment Arrangements – SCI will contact the applicant to make arrangements for the assessment and provide an assessment plan if required (unless the scheme requires the assessment to be unannounced)
4. Assessment – a competent and impartial assessor will assess the applicant for compliance to the relevant scheme requirements, this will include an opening meeting, review of documentation and records, inspection of premises / facilities and closing meeting. The assessor will notify the customer where non-conformity is identified
5. Rectification – the applicant has a determined timescale to demonstrate to SCI that identified non- conformities have been addressed in accordance with the scheme standards. Compliance may be demonstrated by submission of documented evidence or a revisit, the method is dependent on the scheme requirement and nature and number of the non-conformities identified.
6. Review and Certification – this process is conducted by a competent person independent of the assessment or rectification process. All information regarding the assessment process will be reviewed, this will include, as a minimum a review of objective evidence / information taken at the time of the assessment supporting compliance, the detail of the non-conformities and information demonstrating rectification.
7. Certification – the customer will be informed of the outcome of the certification process by the issue of a certificate or statement and where relevant the scheme and accreditation body directory will be amended to confirm certification.
8. Surveillance – the customer will participate in surveillance activity as required and notified by SCI to demonstrate ongoing compliance to the certification requirements or to extend or reduce scope of certification.



## The Obligations of SCI

Supply Chain In-Sites Ltd shall

1. Use all reasonable care and skill to provide the services in accordance with the relevant scheme, accreditation and these obligations and conditions
2. Undertake surveillance assessments at the premises of certificated customers to ensure that the requirements of the certificate are being adhered to
3. Provide a copy of data, the report and / or certificate to Scheme owners as required by the Scheme
4. Not disclose any information or data concerning the customer which is of a confidential nature, other than information which is already in the public domain, unless required to do so by law, scheme protocol, during the course of accreditation, or unless requested and permitted to do so by the customer.
5. Inform certificated customers of any changes in the Scheme Standard or Protocols, providing sufficient time (as determined by SCI) for the customer to amend processes and practices, to meet the revised requirements
6. Reserve the right to decline to accept an application or maintain a contract for certification when demonstrated reasons exist. These include, but are not limited to, the customer participating in illegal activities, a history of repeated non-conformances, an application is in place for the same location and / or legal entity, a customer is under investigation or with a prosecution pending
7. Notify the customer of complaints received relating to certificated products
8. Reserve the right to immediately suspend assessments and / or the certification process or withdraw a current certificate if the customer is in any way verbally or physically abusive to any SCI Colleague (contracted or employed). The customer, by acceptance of these obligations and conditions acknowledges that any derived and subsequent costs incurred will be chargeable.
9. Issue Certificates that are valid from the date of issue until expiry as determined by the scheme protocol, continued certification being subject to satisfactory assessment and/or compliance by the customer assessed at a frequency determined by the scheme protocol. Certificates issued without an expiry date rely on other directories to demonstrate continued certification.
10. In the event that the customer is unable to comply with the requirement of the obligations and conditions, SCI may require the customer to discontinue the use of any mark or claim with immediate effect, this may be on a temporary basis, or pending the outcome of any dispute or appeal.
11. If the customer fails to comply with these obligations or conditions, and subsequent revisions consider action which may include, as appropriate
  - a. Withdrawal of the certificate, or reduction of scope and inform the scheme owner of these changes
  - b. Refuse to grant a certificate or extend its' scope
  - c. the initiation of legal action
12. At its sole discretion withdraw or refuse to grant a certificate if the customer
  - a. Is unable to pay its' debts or may be liquidated
  - b. Or actions of the customer are deemed to bring SCI, the scheme or accreditation body into disrepute
  - c. Fails to maintain the standards against which certification is granted
13. Maintain a register of certificated customers, which on request and not available through other means (e.g. scheme directory) may be viewed at its office.
14. Inform customers of any notice under these obligations and conditions in writing, this will be receipted email. In exceptional circumstances registered post may be used, in which case notice will be deemed to have been served 48 hours from the time of posting (unless proved otherwise)
15. Confirm that SCI is financed by charges for certification, the costs of scheme registration is determined by scheme owners

## The Obligations of the Customer

Applicants and Certified customers shall

1. Comply with these obligations and conditions as revised from time to time
2. Have a nominated management representative (and deputy) who shall be responsible for all matters in connection with the application, assessment and maintenance of certification
3. Have access to the most recent version of the scheme standards and protocols for the relevant certification scheme.
4. Maintain compliance to all relevant legislation applicable to the products and services within the scope of certification.
5. Implement the required corrective and preventive action identified during any assessment or due to any other incident in accordance with the timescales determined by the scheme regulations or as may be determined by the scheme owner or SCI
6. Comply with the requirements of the certification scheme until the certificate expires
7. Implement appropriate changes when communicated and requested by SCI
8. When supplying copies of Certification documents to other organisations or individuals, issue these in their entirety, including any annex or appendices.
9. Inform SCI immediately of any change within the scope of certification
10. Maintain a documented quality management system if required by the relevant certification, and make this available to SCI on request
11. Maintain a record of any complaints relating to compliance with certification requirements and make these records available to the SCI when requested. In addition, appropriate actions must be taken in respect of complaints and deficiencies in product, and a documented record of action taken maintained
12. On request provide to SCI information regarding previous certifications whether or not they remain valid and release copies of previous certificate sand reports if required within the scheme protocols
13. Not significantly amend the quality management system under which the Certificate is issued, during the period of certification unless required by changes to the scheme requirements, or notified to SCI
14. Ensure that certified product continue to fulfill the requirements of the certification standard and not knowingly permit the sale or distribution of products that fail to meet standards as complying with the scope of certification
15. Not conduct operations in a manner which may have an adverse effect on the integrity or reputation of the certification scheme or SCI
16. Notify SCI of
  - a. Changes in ownership, structure, location or management of the certificated organisation
  - b. Potential or actual prosecution relating to activities or products within the scope of the certification
  - c. Potential or actual recall relating to any product or service within the scope of certification
  - d. Any event, situation, or media which questions or may raise concern of the ongoing certificated compliance of the produce or services within the scope of certification
  - e. Major changes to the methods of production or storage which would affect the operation of the quality management system
17. Provide access to premises during normal working hours to colleagues and representatives of SCI for the purpose of evaluation, surveillance and to ensure continued compliance to the certification scheme requirements are being achieved at times other than the scheduled assessment frequency, or to establish that procedures for the termination of certification have been completed if necessary. This may include the examination of procedures, processes, products and records and the production, storage, distribution facilities, methods of testing, quality management systems, and records of personnel or contractors. Assessment may be conducted by a single or teams of auditors including those in training, or fully trained auditors being assessed as part of SCI's internal processes.

18. In the case of accredited schemes on request, allow accreditation body personnel to accompany SCI assessors, for the purpose of evaluating the performance of the SCI assessor, and in the event of refusing to accept the request understand that current certification may be jeopardised.
19. Allow SCI, the scheme owner or their representative to undertake unannounced or short notice assessments for the purpose of establishing compliance to ongoing certification. In exceptional circumstances no notice may be given. The client is required to allow entry, inspection of quality management system records and procedures, and premises, and assist the assessor appointed in this task and understands that refusal may jeopardise current certifications. SCI may require payment for unannounced or short notice assessments, (see 24)
20. Use any marks and symbols in accordance with the conditions of the use mark and only relating to the scope of certification.
21. Not use certification or any mark in such a way as to bring SCI, the scheme owner or accreditation body into disrepute, and a not make any statement, media information etc. that could be considered misleading by SCI, the scheme owner or the accreditation body as appropriate.
22. Discontinue the use of any mark, symbol, certificate, statement or media which is deemed and notified as unacceptable to SCI, the scheme owner or accreditation body.
23. In the event of withdrawal of certification (however determined)
  - a. discontinue the use of any mark, symbol or certificate and on request of SCI demonstrate that this has been completed, this may include immediate actions, as deemed necessary by SCI
  - b. not hold SCI financially liable for any immediate or subsequent losses
24. Have regard for costs related to assessment and certification and shall pay
  - a. The fees for assessment and certification irrespective of the outcome of assessment
  - b. Scheme owner royalty / fee as applicable
  - c. The costs of additional assessment or evaluation as deemed necessary
  - d. The costs of additional sampling or testing as deemed necessary
  - e. Any additional costs incurred by SCI due to non-compliance with the standards, standard protocol, accreditation
  - f. Any cost incurred by SCI due to cancellation of an assessment. Cancellation fees are defined as; the cost of booked travel regardless of timescale, then, cancellation within 20 calendar days of scheduled assessment 50% of the assessment fees; or within 10 calendar days of scheduled assessment, 100% of the fees, unless alternative work can be scheduled with the assessor. Rescheduling of the assessment may attract further payment prior to an assessment being arranged.
25. Understand that failure to pay valid invoices or fees gives the right of SCI to withdraw certification, and if applicable membership to the scheme.

## Complaints and Appeals

1. Complaints relating the certification process (including assessment and pre and post assessment activities) may be received by any colleague of SCI, it is a requirement of that colleague to forward any customer dissatisfaction to a SCI Manager. Complaints may be raised by any individual, organisation, scheme owner, accreditation body or other interested party.
2. Complaints received relating to matters outside of the certification process, or products or services outside of the scope of certification, will be acknowledged and may be forwarded to the relevant body e.g. scheme owner
3. Complaints relating to the certification process, or products or services within the scope of certification will be subject to the SCI complaint handling procedure in that
  - a. Receipt of the complaint will be acknowledged
  - b. An investigation of the allegation will be conducted
  - c. Where possible the complainant will be advised of the outcome of the complaint investigation
  - d. SCI will implement corrective and preventive action as required
  - e. SCI will ensure that there is no discriminatory action against the customer or party as a result of being involved with or the subject of a complaint.
4. In the event that a complainant disagrees with the outcome of a complaint, they are entitled to appeal this outcome by giving in writing, reasons for the appeal and request an internal appeal.
5. The internal appeal request must be received by SCI within 10 calendar days of the complaint response outcome, appeal requests received after this timescale will not be accepted. The appellant will be advised that an appeal has been registered and provided with a target timescale for response.
6. The internal appeal will be conducted by a senior manager of SCI, who has not been involved in the complaint process. The internal appeal will review the complaint process, outcomes, communications and actions of both the complainant and SCI. The outcome of the internal appeal will be communicated to the appellant.
7. In the event that the appellant does not accept the outcome of the internal appeal, they are entitled to escalate the appeal and request an independent review by giving in writing, reasons for the request of an independent review.
8. The independent review request must be received by SCI within 10 calendar days of the internal appeal response outcome, requests for independent review received after this timescale will not be accepted.
9. The independent review will be conducted by someone who has is independent of SCI, the matter or investigation of the complaint and usually be either a member of the SCI Impartiality Committee or other Industry expert.
10. The independent review will examine the complaint and internal appeal processes, outcomes, communications and actions of both the complainant and SCI. The outcome of the independent review will be a written report, this will be communicated to the appellant by SCI and may be anonymised.
11. SCI reserves the right to charge the appellant reasonable costs for the independent review process, these will be notified to the appellant and may be charged in advance of the review commencing. SCI will not be liable for any costs of complaint, appeal, or review to the customer.
12. In the event that the appellant is dissatisfied with the outcome of the complaint or appeal process, they have recourse to contact the relevant scheme owner or accreditation body if appropriate.

## Liabilities

Under no circumstances shall Supply Chain In-Sites Ltd., its employees or contractors be liable for any losses, damages, costs or expenses of any nature which any certificated customer, applicant or scheme member may suffer or incur by reason of or arising from the administration or performance of or respective obligations in connection with assessment and certification services excepting where cost arise as a result of gross negligence or willful default of such persons

## Data Protection

The SCI GDPR policy can be viewed at any time from our website [www.scinsites.com](http://www.scinsites.com)

## Definitions

Accreditation	Services that are provided by SCI in accordance with processes that meet accreditation requirements as deemed by an accreditation body
Accreditation Body	An organisation which may be public or private that has the authority to grant accreditation to Certification Bodies
Applicant	A customer (organisation, business or individual) that has completed the application process and waiting assessment and has not been granted a certificate of conformity
Assessor	SCI employees or contractors that have been deemed competent to conduct evaluations
Certificate	A document issued to a customer which has met the requirements of the scheme
Certification Body	SCI ; having authorisation to issue certificates
Certified Customer	A customer that has completed the assessment process and has been granted a certificate
Customer	Organisations or individuals that has a contract with or has signed SCI application documentation,
Impartiality	
Committee	A group, independent of SCI with industry, certification, and producer experience
Scheme Owner	The organisation responsible for development and management of the scheme and publishing the standard and protocol
Scheme Protocol	Document published by a scheme owner setting out criteria by which certification bodies must operate and/or certificate holders must adhere to.
Scheme Standard	Document published by a scheme owner setting out criteria and requirements which applicants must meet and maintain to achieve and retain certification