



LIVESTOCK TRANSPORT STANDARDS

Applicable to the transport of cattle, sheep and pigs by commercial hauliers

1st October 2016 – Version 3.0





Welcome

Welcome to the Red Tractor Assurance for Livestock Transport (Cattle, Sheep and Pigs) Scheme Standards, part of the Red Tractor Food Assurance Scheme assuring food safety, animal welfare, hygiene and environmental protection through every part of the food chain.

These Standards have been written and revised by our Technical Advisory Committees (TACs) in consultation with customers, haulier representatives and the wider industry to ensure they are clear and provide meaningful, credible assurance for all. This is essential with the increasing demand for traceability of food and growing consumer awareness of animal welfare issues in livestock production.

For more information about the Red Tractor Assurance Scheme visit www.redtractor.org.uk

GUIDE

Scheme members are advised this manual must be read in conjunction with the 'How the Red Tractor Assurance Scheme Works' leaflet which details the Rules of the Scheme that all members are bound by.

The standards are organised in sections. The AIM of each standard or group of standards is clearly explained. All of the words against each standard including the column 'How you will be measured' form part of the standard.

Standard coding begins with a two letter prefix that identifies the section (e.g. AH for Animal Health and Welfare). Assessors will use this code to identify any non-conformances on the report at the end of the assessment.

Key – those standards which have greater significance (all other standards are normal)

Recommendation – those which do not affect certification

New – a completely new standard which the member must now adhere to

Revised – a standard that has changed and requires the member to take some different or additional action to before

Appendix – this is referenced in the 'How you will be measured' column and indicates that additional information is provided in the Appendices at the back of this manual

R - this icon indicates that a record is required

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What has changed since October 2017

DATE OF CHANGE	STANDARD	PAGE
01 August 2020	Member rules	26

DOCUMENTS AND PROCEDURES (DP)

STANDARDS	HOW YOU WILL BE MEASURED	
AIM: The transport business must hold documents relevant to the legal and safe transport of livestock		
<p>DP.1 The Transport Business must have a copy of the Red Tractor Assurance for Livestock Transport Standards available</p>	<ul style="list-style-type: none"> ■ Up-to-date hard or electronic copy of the standards ■ Relevant staff have access to the standards and have been trained in the requirements ■ Standards have been communicated and understood 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Copy of standards
<p>DP.2 KEY The business must hold the relevant licences, authorisations and certificates as required by legislation for all livestock transport vehicles (Revised)</p>	<ul style="list-style-type: none"> ■ Valid transporter authorisation, relevant to the journeys undertaken, held <ul style="list-style-type: none"> – a short journey (Type 1) authorisation for journeys over 65km and up to 8 hours – a long journey (Type 2) authorisation for journeys over 8 hours ■ Approvals under the APHA (or equivalent in devolved regions) Vehicle Approval Scheme held for all transport vehicles used to transport livestock on journeys in excess of 8 hours ■ Where vehicles with a gross plated weight of over 3500 kg are used, a valid goods vehicle operator's licence is held 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Authorisations, approvals, licenses
<p>DP.3 The business must communicate its relevant policies to customers, through documented Terms and Conditions or similar (New)</p>	<ul style="list-style-type: none"> ■ The Terms and Conditions are documented and as a minimum include the policies below: <ul style="list-style-type: none"> – the business's policy on insuring livestock it transports i.e. Goods in Transit insurance. Where companies decide against taking out insurance cover for this, it is essential that customers are aware, to allow them to decide whether to take out relevant insurance cover – the policy on accepting livestock to transport i.e. the fitness requirements, and the categories of animals that will not be transported ■ Conditions of Carriage, or other documents are acceptable, provided the policies above are specifically documented ■ Copies of the Terms and Conditions are made available to customers as requested. Methods include (but are not limited to) keeping printed copies in the cab of each vehicle, or clearly stating them on company websites, customer contracts, customer invoicing ■ See the relevant Appendix for a guide on what to include in the Terms and Conditions 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Documented Terms and Conditions
<p>DP.4 Systems must be in place for recording, investigating and resolution of any complaints and feedback received that are relevant to the requirements of the Livestock Transport Standards</p>	<ul style="list-style-type: none"> ■ Complaints/ feedback from Local Authority, Police, vehicle inspectorate, customers (farmers, markets, abattoirs etc.), general public or other ■ Complaints made against the business and/ or individual drivers ■ Complaints may include, but not limited to welfare, vehicle maintenance, biosecurity, cleanliness, driving offences ■ System includes recording the: <ul style="list-style-type: none"> – complaint / feedback – investigation result – action taken to prevent the issue happening again 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Complaints records
AIM: The transport business has well thought-out emergency plans that are understood and used in times of need		
<p>DP.5 A documented plan for the effective management of serious incidents and potential emergency situations that threaten the welfare of livestock must be in place and known by key staff (Revised)</p>	<ul style="list-style-type: none"> ■ Potential incidents and situations have been considered and appropriate actions documented into an emergency/ contingency plan. Incidents to consider include: <ul style="list-style-type: none"> – breakdown, road traffic accident, equipment failure – livestock becoming unfit during transport – road closure, congestion – extreme weather (heat, cold) – disease outbreaks – reporting activist activity (to police, trade body, certification body, customers) ■ Key staff have access to the plan ■ Plan is kept up-to-date 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Emergency/ contingency plan

STANDARDS	HOW YOU WILL BE MEASURED	
DP.5.1 A list of relevant contacts is carried in each livestock transport vehicle, or by each driver (New)	<ul style="list-style-type: none"> ■ Relevant phone numbers, including out of hours phone numbers, held for: <ul style="list-style-type: none"> – transport business owner/ manager (where applicable) – another haulier/ driver – a veterinary surgeon – roadside recovery/ mechanic ■ Phone numbers recorded on paper/ in a mobile phone 	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Key contacts (held on each vehicle either paper record/ mobile phone)
DP.5.2 Information that could assist others in dealing with an emergency (e.g. road traffic accident) must be carried in the cab of each vehicle (New)	<ul style="list-style-type: none"> ■ Information is easily accessible and visible within the cab ■ Relevant information includes: <ul style="list-style-type: none"> – the contact details of someone relevant to the transport business or driver – details of the load, including the source, destination and number of livestock (e.g. movement documentation) 	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Key contacts and load details visible in cab
DP.5.3 Relevant staff must be trained in the requirements of the emergency plan	<ul style="list-style-type: none"> ■ All relevant staff (e.g. driver, transport manager) can demonstrate an understanding of the actions they should take in the event of relevant emergencies 	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Training records
AIM: Vehicles that are new to the business, are suitable for use		
DP.6 Any vehicle new to the business must be checked and added to the business's Red Tractor membership before use (New)	<ul style="list-style-type: none"> ■ Checks confirm vehicle is suitable for use ■ The Certification Body has been informed of vehicles new to the business, prior to use, along with: <ul style="list-style-type: none"> – if the vehicle was previously used by an assured haulier, their details – date of manufacture of the transport box ■ Where applicable (as deemed by the Certification Body, based on the criteria above) the vehicle has been assessed ■ The vehicle has been added to your Red Tractor membership before it is used to transport assured livestock 	

STAFF AND LABOUR PROVIDERS (SC)

STANDARDS	HOW YOU WILL BE MEASURED	
AIM: All staff (including, but not limited to, full and part-time, contractors and family members) are trained and competent to carry out the activities they plan and undertake		
SC.1 Key Systems must be in place to ensure that all new staff are effectively trained and deemed competent to carry out the activities they are employed to do	<ul style="list-style-type: none"> ■ No driver starts work without an induction. Induction covers: <ul style="list-style-type: none"> – company policies and emergency procedures – requirements for vehicle checks and fault reporting ■ For any specific tasks referenced within the standard (e.g. those listed in AH.1), training is given where necessary and all new drivers (including those who have transported for other companies) are supervised before being deemed competent ■ Checks are made to ensure all drivers and other relevant staff hold relevant licences and certificates 	
SC.2 Systems must be in place to regularly review the performance and competence of staff (New)	<ul style="list-style-type: none"> ■ Performance and competence reviewed at least annually ■ Systems include (but are not limited to): <ul style="list-style-type: none"> – staff appraisal – review of complaints and feedback from customers – review the cleanliness of vehicles – observation of staff by persons with management responsibility. Senior drivers/ managers accompany drivers on journeys and undertake a documented review of driving practices etc. <p>(NA to single driver, owner operated businesses)</p>	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Annual staff performance review

STANDARDS	HOW YOU WILL BE MEASURED	
SC.3 Where a training need has been identified, relevant refresher training must be implemented (New)	<ul style="list-style-type: none"> ■ Training is given where a need has been identified as a result of: <ul style="list-style-type: none"> – the staff review, complaints and feedback – changes to legislation, CPC requirements, standards, business conditions and work instructions – change of vehicle, species carried 	
SC.4 Records of training must be kept	<ul style="list-style-type: none"> ■ A training record is available for all staff, including: <ul style="list-style-type: none"> – name – start date – training given/ events attended/ experience – training dates, trainer details – certificates (or legible copies) – supervision, competence sign-off ■ Records kept for 2 years after staff member has left employment ■ Staff have signed their record 	R <ul style="list-style-type: none"> ■ Training record
SC.5 Where occasional, single use or subcontracted drivers are used, an agreement must be in place to ensure competent persons are provided (New)	<ul style="list-style-type: none"> ■ Agreement in place where labour providers are used regularly or on an ad-hoc basis ■ Agreement confirms that labour provided is competent (in accordance with the Standard), suitably certificated and that a Gangmasters Licence is held by the labour provider (where applicable) 	R <ul style="list-style-type: none"> ■ Labour provider agreement

TRACEABILITY AND ASSURANCE STATUS (TI)

STANDARDS	HOW YOU WILL BE MEASURED	
AIM: Complete documentation is carried with livestock to ensure traceability between destinations		
TI.1 Key During transport, livestock must be accompanied by relevant, completed documentation	<ul style="list-style-type: none"> ■ Documentation may include animal transport certificates (or equivalent e.g. movement licenses, site declarations, food chain information for slaughter stock) ■ The documentation details: <ul style="list-style-type: none"> – origin and ownership of animals – place of departure (CPH, Herd/ Flock number in Northern Ireland, address) – date and time of loading of the first animal – the destination and the expected journey duration – species and type of animals (e.g. in-calf heifers) – arrival date and time of unloading of the last animal – the number of livestock transported and relevant animal identifiers – name of person responsible for the journey 	R <ul style="list-style-type: none"> ■ Movement documents held during transport
TI.2 Key A record of all movements undertaken must be kept (New)	<ul style="list-style-type: none"> ■ Either copies of the transport certificates (or equivalent) are kept, or the information required in TI.1 (excluding animal identifiers) is copied into a book (or electronic equivalent) ■ The record is available for 3 years 	R <ul style="list-style-type: none"> ■ Copies of movement document/ transport log

VEHICLE CONSTRUCTION AND MAINTENANCE (CM)

STANDARDS	HOW YOU WILL BE MEASURED
CM.1 Key The vehicle must be fit for purpose and of suitable design for the species being transported	
AIM: Ramps must be constructed in a manner that prevent injury and escape	
CM.2 The vehicle/ ramp must have secure sidegates to reduce the risk of livestock escaping	
CM.2.1 Ramps (internal and external) must be designed in such a way to minimise livestock slipping or falling when climbing or descending	<ul style="list-style-type: none"> ■ Ramps are fitted with foot battens of a suitable material ■ Flooring is complete ■ The steepness of ramps (internal and external) is minimised as far as possible, but does not exceed: <ul style="list-style-type: none"> – adult cattle and sheep - 26°34' – pigs and calves - 20°
CM.2.2 Steps (from the ground onto a ramp, and from the ramp onto the truck body) must not stop animals from moving freely forward (New)	<ul style="list-style-type: none"> ■ Steps on to the loading ramp are not excessive and do not cause the ramp to be unstable ■ Where the vehicle does have steps, livestock are handled with patience and given the necessary time and space to negotiate them
AIM: Livestock vehicles (including trailers, containers) must be fit for purpose; appropriately designed, constructed, maintained and operated to prevent injury to livestock	
CM.3 Key The interior of the livestock vehicle must be constructed and maintained to provide a safe environment for livestock	<ul style="list-style-type: none"> ■ No sharp edges, projections or other hazards ■ Electrical / mechanical installations inaccessible to livestock ■ Lights are protected with plastic coverings
CM.4 Key Floors must be constructed and maintained in a manner that minimises the risk of injury	<ul style="list-style-type: none"> ■ Flooring is non-slip, chequer-plated (or similar)
CM.5 Partitions and fixings must be provided to allow the vehicle to be split into compartments	<ul style="list-style-type: none"> ■ Partitions used to generate pens of suitable size for the type, size and number of animals ■ Fixings allow quick and easy operation
CM.5.1 Partitions must be appropriately designed, constructed and positioned	<ul style="list-style-type: none"> ■ Appropriately designed and positioned to avoid animals jumping over them or limbs/ body parts becoming stuck under the partition ■ Partitions are of a strong enough construction that they can withstand the weight of livestock, without causing injury ■ Partitions are complete, with no sharp edges
CM.5.2 Recommendation It is recommended that partitions are used to create the pen lengths specified	<ul style="list-style-type: none"> ■ For calves a maximum pen length of 2.5 metres ■ For pigs and sheep a maximum pen length of 3.1 metres ■ For adult cattle a maximum pen length of 3.7 metres
CM.5.3 The vehicle must be designed and operated to minimise the risk of animal body parts being trapped in the gap between the floor of any decks or moving parts and the outer skin of the vehicle (New)	<ul style="list-style-type: none"> ■ Operators are aware of the moving parts that could trap animal body parts and manage the risk appropriately
CM.6 The vehicle must be appropriately and effectively ventilated	<ul style="list-style-type: none"> ■ Ventilation system is adjustable and is adjusted according to need
CM.7 The vehicle and any trailers must be roofed to protect animals from inclement weather (New)	

STANDARDS	HOW YOU WILL BE MEASURED	
CM.7.1 Any water and feeding stuffs stored on the vehicle, must be stored in a way that protects it from contamination (New)	<ul style="list-style-type: none"> ■ Contamination sources may include dust, fuel, exhaust gases, road water and animal faeces 	
CM.7.2 The exterior of the livestock vehicle must be maintained in a good condition	<ul style="list-style-type: none"> ■ Exterior is maintained in a manner that enables it to be easily cleaned 	
CM.7.3 The exterior of the livestock vehicle must indicate that it is being used for livestock transport (New)	<ul style="list-style-type: none"> ■ Indicated by signs, paintwork, indication of business activity in name or similar 	
AIM: An ability to check livestock whilst on board, must be available, in order to protect animal welfare		
CM.8 Vehicles must have a means of inspection and access to all livestock	<ul style="list-style-type: none"> ■ Methods to carry out inspections of livestock may include (but is not limited to): <ul style="list-style-type: none"> – access by a separate inspection door or the tailboard – ventilation flaps – on-board camera 	
CM.8.1 Artificial lighting must be available at all times, to allow the inspection of all livestock	<ul style="list-style-type: none"> ■ Functioning lighting that enables livestock on each deck, in each compartment to be seen ■ Lighting consists of fixed internal lighting or a torch with a suitable beam 	
AIM: Livestock vehicles (including trailers, containers) must be of sound construction to enable biosecurity risks to be minimised		
CM.9 The interior of the livestock vehicle must be constructed of suitable materials and be maintained to enable effective cleaning	<ul style="list-style-type: none"> ■ Vehicle constructed of surfaces that can be easily cleaned ■ Any wood on either the interior or exterior of the vehicle is complete 	
CM.10 A system must be in place to minimise the leakage of faeces and urine	<ul style="list-style-type: none"> ■ System includes (but is not limited to): <ul style="list-style-type: none"> – vehicle design preventing leakage – the use of an intact sump, that contains all liquids – the use of absorbent bedding materials to absorb liquids 	
AIM: Regular maintenance checks are made and faults resolved to ensure the vehicle remains fit for purpose		
CM.11 A system must be in place to ensure maintenance needs are identified (New)	<ul style="list-style-type: none"> ■ The driver carries out a visual daily check of the vehicle (internal and external), prior to use ■ Where the same vehicle is used by the same driver, internal checks may be undertaken at the end-of-day after the last wash-out, or prior to the next use 	
CM.11.1 Where a maintenance need is identified, it must be recorded and rectified (New)	<ul style="list-style-type: none"> ■ Maintenance needs identified in the daily checks (or identified at other times) are recorded ■ If the required maintenance could cause injury to livestock, or makes the vehicle unfit for purpose, the compartment/ trailer/ vehicle is not used until the issue has been rectified ■ Maintenance records include the: <ul style="list-style-type: none"> – date the maintenance need was identified – a summary of the issues found/ maintenance needed – the actions taken – date and sign-off of completion of rectification 	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-right: 5px;"> R </div> <div> <ul style="list-style-type: none"> ■ Maintenance records </div> </div>

STANDARDS	HOW YOU WILL BE MEASURED								
AIM: The health and welfare of livestock, from loading through to unloading is managed by competent people									
<p>AH.1 Key Livestock must be transported by demonstrably competent people (Revised)</p>	<ul style="list-style-type: none"> ■ Staff have skills and knowledge in animal husbandry ■ Staff have demonstrable knowledge of the following: <ul style="list-style-type: none"> – in relation to the species they are transporting: <ul style="list-style-type: none"> • signs of stress and distress • loading, unloading, handling and transport behaviours, including causes for baulking and reaction to isolation • livestock that can and cannot be transported, fitness to transport • suitable handling aids and when and how to use them • the impact of bedding provision, ventilation, stocking density, distress and journey length on cleanliness – in relation to their actions or actions they may need to take: <ul style="list-style-type: none"> • the actions (including reporting) that should be taken if an animal is or becomes unfit • feed and water requirements, journey times and rest periods • the impact of driving route and driving skills on welfare • when checks of livestock on route are needed, and how to undertake them – in relation to the vehicle: <ul style="list-style-type: none"> • the transport vehicle, the design and operation • loading procedures, including space allowances, partition adjustment, deck heights, actions to be taken if ramp gets slippery (i.e. litter provision) – documentation to be carried or kept 	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Staff performance review, training records 							
<p>AH.1.1 Livestock must be transported by trained people (Revised)</p>	<ul style="list-style-type: none"> ■ Drivers hold the relevant species specific Certificate of Competence for the journeys they undertake: <ul style="list-style-type: none"> – drivers undertaking journeys over 65 km and less than 8 hours hold a Certificate of Competence for Short Journeys – drivers undertaking journeys over 8 hours hold a Certificate of Competence for Long Journeys 	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Training records, certificates 							
<p>AH.1.2 Recommendation <i>It is recommended that where drivers are legally required to undergo training to hold a Certificate of Professional Competence (CPC), the training includes a module related to livestock welfare</i></p>	<ul style="list-style-type: none"> ■ <i>This recommendation applies to training undertaken following the introduction of this standard and every 5 years thereafter</i> 	<p style="text-align: center;">R</p> <ul style="list-style-type: none"> ■ Training records 							
AIM: Only fit and healthy livestock are transported									
<p>AH.2 Key Livestock transported must be fit for the intended journey</p>	<ul style="list-style-type: none"> ■ The following livestock are <u>not</u> transported, (unless moving them will not cause additional suffering and it is either under the direction of a veterinary surgeon or for veterinary treatment): <ul style="list-style-type: none"> – sick or injured livestock – shorn sheep (with less than 7mm of staple growth) during extremely cold weather – heavily pregnant females (where more than 90% of the gestation period has passed) – females who have given birth during the last 7 days – pigs of less than 3 weeks in age – newborns with unhealed navels ■ The following livestock are transported on journeys outside of the times/ distances outlined below: <table border="1" data-bbox="635 1890 1497 2114"> <tbody> <tr> <td>Calves less than 10 days</td> <td>Not transported more than 100 km unless accompanied by their dam</td> </tr> <tr> <td>Calves less than 11-14 days</td> <td>Not transported more than 8 hours unless accompanied by their dam</td> </tr> <tr> <td>Lambs of less than 7 days</td> <td>Not transported more than 100 km unless accompanied by their dam</td> </tr> <tr> <td>Pigs less than 10kg</td> <td>Not transported more than 8 hours</td> </tr> </tbody> </table>	Calves less than 10 days	Not transported more than 100 km unless accompanied by their dam	Calves less than 11-14 days	Not transported more than 8 hours unless accompanied by their dam	Lambs of less than 7 days	Not transported more than 100 km unless accompanied by their dam	Pigs less than 10kg	Not transported more than 8 hours
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Calves less than 11-14 days	Not transported more than 8 hours unless accompanied by their dam								
Lambs of less than 7 days	Not transported more than 100 km unless accompanied by their dam								
Pigs less than 10kg	Not transported more than 8 hours								

STANDARDS	HOW YOU WILL BE MEASURED	
AH.3 Key Livestock that become sick or injured during transport must be managed in a way that minimises suffering	<ul style="list-style-type: none"> ■ If identified at an abattoir or market, the animal is handled in accordance with the site's procedures ■ Where the problem has been identified elsewhere, the animal is managed in accordance with the emergency plan. The severity and scale of the issue may require the involvement of a veterinary surgeon and/ or the emergency services 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Emergency plan
AIM: Livestock handled humanely and appropriately		
AH.4 Key Livestock must be handled appropriately to their species behaviour	<ul style="list-style-type: none"> ■ Livestock are handled in a quiet manner, without frightening, excitement, mistreatment or force ■ Handlers do not: <ul style="list-style-type: none"> – strike or kick livestock – apply pressure to sensitive parts of the animal's body – lift or drag livestock by the head, ears, horns, legs, tail or fleece – rush livestock at loading or unloading – overturn livestock 	
AH.4.1 Livestock must be moved in a manner that prevents the opportunity for pain, stress or injury to the animal	<ul style="list-style-type: none"> ■ Livestock moved calmly by farmer and / or transporter driver ■ Handling aids/ prompts used to move are restricted to: <ul style="list-style-type: none"> – Paddles, rattles, flags – used as an extension of the arm to guide livestock – Wooden sticks (cattle only), with no sharp points – used as an extension of the arm to guide livestock and not used to hit or prod an animal – Boards (pigs) 	
AH.4.2 With the farmers permission and supervision, aids which administer electric shocks can be used on mature cattle, sows and boars refusing to move and becoming stressed / agitated after ALL other means have been exhausted	<ul style="list-style-type: none"> ■ Aids which administer electric shocks (goads) are only used where all other possible measures have been exhausted, these include : <ul style="list-style-type: none"> – Time and patience to allow the animals to move – Moving the animals one at a time or in smaller groups – Tempting the animals with straw or feed – Recruiting more people to assist – Altering the race leading to the tailboard to make access more obvious to the animals – Altering the lighting to avoid sudden changes from light to shade or vice versa – Turning the lorry's engine off ■ Aids are only used by persons who have been trained in their use ■ The aid is used on the muscles of the hindquarters and the shocks last no longer than 1 second and are adequately spaced There is room ahead for livestock to move into ■ Goats are not used repeatedly if an animal refuses to move / fails to respond ■ A record is held detailing the circumstances for the use and includes the farmers signature confirming their permission 	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">R</div> <ul style="list-style-type: none"> ■ Documented procedure for electric goads, documented record of farmer permission to use on mature pigs
AH.5 Distressed livestock must be handled appropriately	<ul style="list-style-type: none"> ■ Appropriate care is given to the animal i.e. segregation/ do not transport where necessary 	
AIM: Livestock are loaded, grouped and stocked appropriately, to minimise stress and risk of injury		
AH.6 Key Loading procedures must ensure that livestock have sufficient space to prevent injury (Revised)	<ul style="list-style-type: none"> ■ Livestock are loaded onto decks of appropriate heights that allow them to stand comfortably without any part of their body touching and rubbing on the ceiling of the deck ■ Livestock are not too tightly or too loosely stocked <ul style="list-style-type: none"> – stocking densities outlined in legislation are adhered to – adjustments to stocking density are made when required to allow for current weather conditions, journey duration, size and category of stock 	

STANDARDS	HOW YOU WILL BE MEASURED	
AH.6.1 The driver must have an understanding of the vehicles loading capacity to ensure the loading procedures are effectively implemented (Revised)	<ul style="list-style-type: none"> ■ The driver understands the maximum stocking capacity of the compartment and can calculate the stocking density based on the weight of the livestock <ul style="list-style-type: none"> – the driver can verbally explain the numbers of livestock of a given weight range/ category that a compartment could hold – the livestock keeper is asked to provide rough weights were necessary ■ The driver understands any deck height limitations and which categories of stock may be affected 	
AH.7 Livestock must be appropriately segregated during transport	<ul style="list-style-type: none"> ■ The following categories of livestock are not transported in the same compartment (separated by deck or partition): <ul style="list-style-type: none"> – different species – pigs of different origin – cattle and sheep of significantly different sizes or ages unless they are from the same farm and have been managed together or are females accompanied by their dependent young – horned and un-horned cattle, unless they have been managed together – sexually mature entire males and females together – sexually mature entire males, unless they have been managed together – livestock that are known to be aggressive/ bullying one another 	
AIM: Livestock cleanliness is maintained from source through to destination		
AH.8 Transport conditions must be able to maintain livestock cleanliness (New)	<ul style="list-style-type: none"> ■ The cleanliness of the vehicle, provision of bedding, management of the journey, etc. ensures that, where possible, livestock cleanliness conditions are maintained i.e. if slaughter livestock were clean on-farm, they are clean when they are unloaded at the abattoir ■ The exceptions to this are where on-farm management practices (e.g. where animals have not been fasted pre-journey), have an impact on excrement produced during the journey 	
AH.8.1 Recommendation <i>It is recommended that a record is kept of the instances where livestock are dirty at loading (New)</i>		
AH.9 Safe, suitable and legal bedding material is provided for calves, lambs and pigs (Revised)	<ul style="list-style-type: none"> ■ Applicable to calves less than 6 months, lambs less than 20kg and all pigs ■ Bedding is non-injurious, non-toxic and is absorptive <ul style="list-style-type: none"> – sawdust is not used for calves, lambs and piglets ■ Bedding is provided in sufficient quantity for the number of animals being transported: <ul style="list-style-type: none"> – so that it lasts the journey – providing thermal comfort where necessary – protecting the animal from direct contact with the floor – so that in hot, humid weather it does not adversely impact the welfare of the animals being transported 	
AH.9.1 Recommendation <i>It is recommended that safe, suitable and legal bedding material is provided to all livestock during transport (New)</i>		
AIM: Welfare incidents that occur on-site are recorded and reviewed to prevent reoccurrence		
AH.10 The business must maintain a record of all welfare incidents that occur during transport activities(New)	<ul style="list-style-type: none"> ■ A welfare incident is defined as: <ul style="list-style-type: none"> – where acute distress, injury or pain is caused to an animal, including where the unfit animal procedures/ emergency plan has been implemented – dead on arrivals – severe delays to a journey/ delays at unloading – a catastrophic or ongoing equipment failure (with the vehicle) which has an impact on animal welfare 	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;"> R </div> <div style="text-align: left;"> <ul style="list-style-type: none"> ■ Welfare incidents </div> </div>

STANDARDS	HOW YOU WILL BE MEASURED
AH.10.1 Each welfare incident must be investigated and appropriate corrective action implemented (New)	<ul style="list-style-type: none"> ■ The root cause of each incident is determined ■ Appropriate corrective action is implemented ■ Where the incident cause is within the business's control (e.g. the cause is related to driving skills, handling skills) corrective action may include staff retraining, or in severe cases, dismissal ■ Where the cause of the welfare incident is outside of the business's control, corrective action may include reporting the issue to relevant interested parties, including (but not limited to): <ul style="list-style-type: none"> – the farmer, market or abattoir – relevant assurance scheme (if a reoccurring incident) – official veterinarian – Local Authority – equipment manufacturer
AH.10.2 A record of the investigation, findings and any corrective action undertaken must be recorded (New)	<ul style="list-style-type: none"> ■ Record includes: <ul style="list-style-type: none"> – who undertook the investigation – findings, including the root cause – details of any corrective action

BIOSECURITY AND DISEASE CONTROL (BI)

STANDARDS	HOW YOU WILL BE MEASURED
AIM: Effective biosecurity measures to prevent the spread of disease and protect food safety and animal health	
BI.1 Key Biosecurity is upheld by demonstrably competent persons (Revised)	<ul style="list-style-type: none"> ■ Staff have an understanding of the importance of biosecurity ■ Relevant staff have an understanding of: <ul style="list-style-type: none"> – biosecurity risks to different farms – what an effective cleanse and disinfection of a vehicle looks like
BI.1.1 The requirements of the Cleansing and Disinfection Order 2003 must be known by key staff (New)	<ul style="list-style-type: none"> ■ A copy (printed or electronic) is held in the business office ■ Management and persons delivering training have an understanding of its requirements <div style="text-align: right;">  <p>■ Copy of C&D Order</p> </div>
AIM: Livestock transport vehicles must be effectively cleaned to reduce the risk of disease transmission between farms – APPLICABLE TO ALL MEMBERS	
BI.2 Key Livestock transport vehicles must be effectively cleansed and disinfected after use	<ul style="list-style-type: none"> ■ Where cattle and sheep are delivered to any site (including, markets, collection centres, abattoirs, farms or shows) they are thoroughly cleansed and disinfected after each load, and within 24 hours of delivery or before the next load <ul style="list-style-type: none"> – except where the same vehicle is used to make repeat journeys between the same two sites on one day, where cleansing and disinfection is required within 24 hours of delivery of the last load of the day, or before the next load
BI.2.1 Livestock vehicles used to transport pigs must be cleansed and disinfected before leaving the site of unloading (Upgraded)	<ul style="list-style-type: none"> ■ Where pigs are delivered to a market, collection centre or abattoir, the vehicle is cleansed and disinfected after each delivery and before leaving the site <ul style="list-style-type: none"> – where pigs are delivered to farms, shows, or other non-assured sites without effective wash facilities, they are thoroughly cleansed and disinfected after each load, and within 24 hours of delivery or before the next load
BI.3 Key A vehicle wash facility must be available and useable during all times of the year that livestock vehicles are in use/ a system must be in place to effectively wash livestock vehicles within a timely manner (New)	<ul style="list-style-type: none"> ■ Facilities are available at either the hauliers yard, or an external wash facility ■ Year-round operating businesses have access to wash facilities during normal winter and freezing conditions ■ Facility available for use at all times or times known by drivers
BI.3.1 Suitable equipment to enable effective cleansing must be carried on each vehicle (New)	<ul style="list-style-type: none"> ■ Equipment may include, but is not limited to shovels, brushes, scrapers

STANDARDS	HOW YOU WILL BE MEASURED	
BI.3.2 Where external wash facilities are used, a written agreement must be in place (New)	<ul style="list-style-type: none"> ■ The agreement outlines: <ul style="list-style-type: none"> – the times that the facility can be used – the disinfectant provided – the equipment provided 	<div style="text-align: center;">R</div> <ul style="list-style-type: none"> ■ External facility agreement
BI.4 Records of cleansing and disinfection must be kept	<ul style="list-style-type: none"> ■ Records for each vehicle kept (either centrally or on the vehicle) ■ Record covers cleansing and disinfection in own facilities as well as in externally managed facilities (e.g. abattoirs) ■ Records kept for 6 months 	<div style="text-align: center;">R</div> <ul style="list-style-type: none"> ■ C&D records
AIM: Clear guidance on how to effectively cleanse and disinfect vehicles is available to relevant staff		
BI.5 Work instructions provided to and understood by all staff who undertake cleansing and disinfection of vehicles (New)	<ul style="list-style-type: none"> ■ Work instruction details where, when and how to cleanse and disinfect vehicles ■ The work instruction lists the circumstances in which dirty vehicles may be brought back to the business's own facilities 	
AIM: Effective vehicle wash facilities are in place or accessible, to ensure vehicles do not pose a biosecurity risk – APPLICABLE TO MEMBERS OPERATING THEIR OWN WASH FACILITIES		
BI.6 Vehicle wash facilities must be well-managed (New)	<ul style="list-style-type: none"> ■ Responsible person contactable during the hours the facility is open ■ Bays are left clean and tidy after use ■ There are systems in place to investigate issues raised by users 	
BI.6.1 The wash facility must be designed and operated to allow effective cleansing of vehicles and avoidance of cross contamination (New)	<ul style="list-style-type: none"> ■ The area is: <ul style="list-style-type: none"> – on hard-standing (concrete, tarmac or similar) – well-drained, with a suitable gradient that allows water to drain out and away from the vehicle (note: a bund between the tailboard and wheels or similar system that delivers the same outcome is acceptable) ■ The location of the facility poses no risk of cross contamination to livestock 	
BI.6.1.1 For sites that receive deliveries of pigs, systems must be in place to prevent cross contamination between clean and dirty vehicles (Upgraded)	<ul style="list-style-type: none"> ■ Where multiple wash bays are in use, systems are in place to avoid cross contamination between dirty and clean vehicles by direct water spray e.g. use of bays separated by time, space or physical barriers The definition of separation by space allows for internal cleansing to be undertaken in a bay, in close proximity to another vehicle, but for the final, external cleanse and disinfection to be undertaken once the vehicle has pulled forward from the bay and there is space between it and other vehicles 	
BI.6.2 Suitable, functioning equipment must be available for use at the vehicle wash facility (New)	<ul style="list-style-type: none"> ■ Equipment: <ul style="list-style-type: none"> – is dedicated to the wash facility – is useable in normal winter and freezing conditions, for the area – is suitable for the type of vehicles that come onto site (i.e. able to reach the top deck of a multi deck lorry as applicable) – is capable of providing sufficient volume or pressure of water to clean the vehicle – includes lighting that enables the exterior of the vehicle to be seen (if the facility is used in the dark) 	
BI.6.3 An adequate supply of water must be available for use at the vehicle wash facility (New)	<ul style="list-style-type: none"> ■ Water is available, except in extreme weather conditions ■ When a site is used in winter months, its water supply is protected/ useable in normal winter frosts 	
BI.6.4 Suitable detergents and disinfectants must be available for use along with application equipment at the vehicle wash facility (Revised)	<ul style="list-style-type: none"> ■ Disinfectants used are relevant to the species, disease risk and movement license requirements ■ Disinfectants are diluted in accordance with manufacturer's instructions and where applicable at General Orders Rates ■ Chemical datasheets for disinfectants on-site are easily accessible to relevant staff 	

STANDARDS	HOW YOU WILL BE MEASURED
BI.6.5 Recommendation <i>It is recommended that sufficient wash bays are provided (New)</i>	<ul style="list-style-type: none"> ■ Sufficient for the number of vehicles that come onto the site, so that all vehicles can cleanse and disinfect onsite ■ Sufficient to cope with peaks in demand
BI.6.6 Wastes from the vehicle washing facility must be stored and disposed of appropriately (New)	<ul style="list-style-type: none"> ■ Dirty water is stored in a non-permeable store ■ Bedding materials and manure are stored on a concrete (or similar surface that can be cleansed and disinfected) pending disposal. Run-off is controlled/ collected
BI.6.7 Animal derived wastes must be disposed of appropriately (New)	<ul style="list-style-type: none"> ■ Wastes are disposed of: <ul style="list-style-type: none"> – via a licensed waste collector for destruction or treatment – where appropriate disposed to mains systems, or an Environment Agency (or equivalent) approved route – to land; where the land is under the members control: <ul style="list-style-type: none"> ■ livestock cannot access the land used for spreading waste ■ waste is not spread within 50 m of a watercourse ■ Where the land is under a third parties control (i.e. a farmer) they are made aware of the biosecurity risks ■ Disposal records (include method, dates, volume) kept

R
■ Waste disposal records

JOURNEY LENGTH (JL)

STANDARDS	HOW YOU WILL BE MEASURED
AIM: Planned, well managed journeys, from the point of loading of the first animal to the unloading of the last animal, minimise the impact of travelling on animal welfare	
JL.1 Key The journey lengths undertaken must not exceed those permitted by legislation and the relevant authorisations and certificates held	<ul style="list-style-type: none"> ■ In accordance with standard DP.2, appropriate authorisations and vehicle approvals are held for the journeys undertaken ■ Successive long journeys do not occur within 24 hours of each other
JL.1.1 Water, feed and rest must be offered to livestock at suitable intervals for the journey undertaken (Revised)	<ul style="list-style-type: none"> ■ Feed, water and rest is provided at frequencies required by legislation, on journeys over 8 hours ■ Where required by legislation for the journey type and to meet welfare needs: <ul style="list-style-type: none"> – appropriate feed is carried on the vehicle for the species and age of animal (i.e. forage for adult ruminants, compound feeds for pigs, milk substitutes/ electrolytes for unweaned animals) – feeding equipment is carried on the vehicle – livestock are given adequate opportunity to feed/ drink – water tanks are suitably designed (i.e. capable of draining and cleaning), with capacity to carry sufficient water for the load – drinking devices are suitable for the species (i.e. those who don't normally drink from drinkers are offered buckets, unweaned animals are provided with flexible teats) and drinking facilities are positioned at a suitable height for the animal size
JL.1.2 Journeys must be planned to ensure loaded vehicles reach their destination as soon as possible (New)	<ul style="list-style-type: none"> ■ Livestock are delivered to their destination as soon as possible ■ Loaded vehicles do not park up and wait in laybys, etc. without good reason e.g. there is a fault with the vehicle; an unexpected issue with the delivery destination; drivers breaks ■ Journey and arrival time is planned/ communicated with the delivery destination to minimise waiting time
JL.2 Key Facilities used to collect or rest livestock, must be suitably licensed and assured	<ul style="list-style-type: none"> ■ Sites used to collect livestock from multiple holdings (i.e. a collection centre) or lairage livestock (e.g. abattoir emergency lairages) must be licensed in accordance with the Animal Gatherings Order (or equivalent) and assured to the Red Tractor Assurance Collection Centre standards or equivalent
JL.3 With the exception of specific circumstances, tailgating is not permitted	<ul style="list-style-type: none"> ■ The use of tailgating to overcome site access issues and minimise journey lengths is only permitted if it occurs within the loading sites boundary, with suitable facilities (as defined in legislation)

R
■ Authorisations

R
■ Collection centre licenses and certificates

TERMS AND CONDITIONS – A GUIDE TO WHAT YOUR BUSINESSES TERMS AND CONDITIONS SHOULD COVER

Red Tractor requires hauliers to communicate important business policies to customers. Outlined below is a list of what hauliers may want to ensure their Terms and Conditions/Conditions of Carriage cover.

Please note: to meet the requirements of the standard, the terms and conditions must include (as a minimum) the information highlighted with a *

Name of business that the Terms and Conditions apply to									
Contact details for the business	e.g. telephone numbers, address that the business is registered to, correspondence address (if different)								
Assurance details	e.g. membership number								
Legislation that the business operates in accordance with	e.g. Council Regulation (EC) No 1/2005 on the protection of animals during transport and related operations (as amended). The Welfare of Animals (Transport) (England) Order 2006 and parallel national legislation in Scotland, Wales and Northern Ireland (as amended).								
The livestock that the business will transport	e.g. the species – cattle, sheep, pigs, goats Categories – dairy cattle, store cattle, finished cattle, calves.								
The livestock that the business will not transport*	e.g. The following livestock will not be transported, unless they are accompanied with a signed, dated document from a veterinary surgeon confirming the movement is within their welfare interests: <ul style="list-style-type: none"> ■ sick or injured livestock ■ shorn sheep (with less than 7mm of staple growth) during extremely cold weather ■ heavily pregnant females (where more than 90% of the gestation period has passed) ■ females who have given birth during the last 7 days ■ pigs of less than 3 weeks in age ■ newborns with unhealed navels The following livestock will not be transported on journeys outside of the times/ distances outlined below: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td>Calves less than 10 days</td> <td>Not transported more than 100km unless accompanied by their dam</td> </tr> <tr> <td>Calves less than 14 days</td> <td>Not transported more than 8 hours unless accompanied by their dam</td> </tr> <tr> <td>Lambs of less than 7 days</td> <td>Not transported more than 100km unless accompanied by their dam</td> </tr> <tr> <td>Pigs less than 10kg</td> <td>Not transported more than 8 hours</td> </tr> </table>	Calves less than 10 days	Not transported more than 100km unless accompanied by their dam	Calves less than 14 days	Not transported more than 8 hours unless accompanied by their dam	Lambs of less than 7 days	Not transported more than 100km unless accompanied by their dam	Pigs less than 10kg	Not transported more than 8 hours
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Lambs of less than 7 days	Not transported more than 100km unless accompanied by their dam								
Pigs less than 10kg	Not transported more than 8 hours								
The businesses liability or insurance cover for loss and damage to livestock being transported*	e.g. The company holds Goods in Transit Insurance, that provides insurance cover for losses in livestock or value of livestock, whilst the livestock are loaded on to the vehicle or the haulier uses the RHA Conditions of Carriage which specifies what claims are limited.								
The time period within which claims or complaints should be made									
Livestock cleanliness	e.g. the transporter aims to maintain livestock cleanliness at a similar level to what livestock were loaded in. There are many factors that may impact on cleanliness of animals by the time the animal reaches the destination, such as meteorological and the diet the livestock were fed or the fasting period observed on-farm. The haulier cannot be held responsible for issues outside of their control.								



How the Red Tractor Assurance Scheme works

The Red Tractor Assurance Scheme exists to certify and signify the conformance by each of its members to a series of integrated standards that apply to different farming enterprises and different steps in the food supply chain.

As a business operating in the farming or food supply industry, you can apply to join the Scheme for a single farming enterprise or food supply chain activity or whatever combination of enterprises or activities fits your business needs.

To become and remain a member, you must at all times conform to the standards and the membership rules (as they may both be amended by RTA from time to time).

To join the Scheme, you should contact any one of the Certification Bodies who are independent contractors, licensed by RTA to manage membership (although, for dairy farms, your first purchaser of milk will choose a Certification Body and arrange your application or transfers, as appropriate). You will find all the enterprises and activities that the Scheme covers and the Certification Bodies listed on the back page of this booklet. You can apply to join at any time throughout the year and your membership must be renewed annually. You will need to enter a contract directly with your chosen Certification Body and that contract will (in addition to these Rules) govern the terms on which your Certification Body will manage your initial application, assessment and certification against the standards and your annual renewal. The Certification Body will also be your routine point of contact.

Before applying, you are advised to carefully read the membership rules and the standards which set out what you have to do and how you will be assessed. If you operate more than one farming enterprise or food supply chain activity, you can select which of these you want to be assessed and certified¹. If applying for more than one, your Certification Body may apply a discount and will co-ordinate the assessment together in a single visit where possible. Alternatively, you can choose more than one Certification Body for the different enterprises or activities and the assessments will be carried out separately.

You may change your Certification Body at any time and still maintain 'Red Tractor Assured' status as long as you have no outstanding non-conformances or obligations. If you are not satisfied with the way your application, assessment or certification decision has been conducted, you may lodge an appeal in writing with your Certification Body within such time period as your Certification Body may stipulate from time to time. All appeals will be investigated and dealt with in accordance with the Certification Body's appeal procedure or, if so directed, RTA's appeal procedure.

Your attention is drawn in particular to the limitation of liability provisions set out in Rules 74 – 76.

¹ With the exception of: (a) Dairy, where beef assurance is required for the cattle (see Rule 23); and (b) Beef and Lamb, where, if both cattle and sheep are farmed, both have to be assessed and certified.

HOW THE RED TRACTOR ASSURANCE SCHEME WORKS

1. Application

Send application and fee to your chosen Certification Body detailing all the relevant holdings/ premises. Receipt will be acknowledged in 14 days and the assessment will be arranged.

2. Initial Assessment

The assessor will talk to you about your business as you walk together around (or facilitate remote viewing via video-streaming of) the facilities, look at the livestock/crop as applicable and check your paperwork. They will need to talk to your staff too about what they do. Any areas which do not meet the Standards (which we refer to as “non-conformances”) will be highlighted to you throughout the assessment. They are not allowed to advise on, or suggest, how you need to correct things. You will be left or sent a report which will contain details of any non-conformances, an indication of the evidence you will be expected to provide (e.g. invoices, photos, photocopies, letter from vet) and the timescales for action.

3. Non-conformances

You must supply your Certification Body with evidence that you have corrected everything as explained in the non-conformance report. In some cases, a re-visit may be required and this may incur a charge. Your application will lapse if you do not correct everything satisfactorily and in good time.

4. Issue Certificate of Conformity

Once satisfactory evidence has been provided, you will be entered as ‘Assured’ on the Scheme Member Checker database and you can then sell your product(s) as ‘Assured’. You may receive an actual certificate in electronic format or printed but the status on the Scheme Member Checker database is definit

5. Renewal

You will be invited to renew your membership annually, 12 months after the initial assessment and every 12 months thereafter. You will receive a renewal notice and a maximum of two reminder letters.

6. Routine Assessments and Spot Checks

An assessor will make regular visits (or carry out remote assessments) similar to your initial assessment to check you are continuing to conform to the Standards at all times. These assessments will normally be once per membership year with the exception of the RTA dairy and beef and lamb farm schemes which will be once every 18 months. You may also be subject to spot check visits, some of which may be unannounced as part of our risk based approach to inspections. If you do not conform to any Standards you must provide evidence, normally within 28 days, that you have rectified them as outlined at Steps 2 and 3 above. If you have a major non-conformance or excessive non-conformances against the Standards, your certification may be suspended until you have shown you have put this right. (Assessment arrangements for meat and poultry processing, livestock transport, livestock markets and livestock collection centres are outlined in the online standards manual.)

Suspension: Your membership and certification can also be suspended if you have not put non-conformances right within the time stipulated or if an unannounced spot check as a result of our risk based approach to inspections shows no improvement and the member is still categorised as high risk. Suspension is only lifted once you have proved that you have corrected the non-conformances. In some cases, a re-visit may be required. **You must not sell products as ‘Red Tractor Assured’ whilst your certification is suspended.**

Withdrawal: If within 3 months of the suspension date you have not demonstrated that you have corrected the non-conformances, the Certification Body will withdraw certification and your membership will automatically terminate. The Certification Body will also withdraw certification and your membership will automatically terminate if you are still categorised as high risk following two consecutive unannounced spot checks as a result of our risk based approach to inspections. You can only regain certification by following the procedure for a new applicant and as long as no other sanctions or non-conformances remain. Your right to sell products as ‘Red Tractor Assured’ will cease immediately if your certification is withdrawn or if your membership is terminated for any other reason or expires and is not renewed within one month of expiry in accordance with the membership rules.

RED TRACTOR ASSURANCE MEMBERSHIP RULES (1st August 2020)

Your attention is drawn in particular to the limitation of liability provisions set out in Rules 74 to 76.

We are Assured Food Standards, trading as Red Tractor Assurance ('RTA'), a not for profit company, owned and funded by organisations and trade bodies from across the British farming and food industry.

1. These rules together with the accompanying explanation of how the Scheme works and any additional sector specific rules issued from time to time by RTA as contemplated in Rule 5 (as amended from time to time, 'these Rules') govern the terms and conditions for membership of the Red Tractor Assurance Scheme ('the Scheme').
2. In these Rules:
 - a. 'Applicant Business' means applicants for membership of the Scheme;
 - b. 'Assessment' means the assessment of your conformance to the Standards by your Certification Body's appointed assessor, whether carried out on application, renewal, on a revisit to assess previously identified non-conformances or by way of spot checks, whether announced or unannounced and whether by way of personal visit, remote assessment via video-streaming and/or the review of documentation uploaded by you to the Red Tractor Portal;
 - c. 'Associate', in respect of a Member, means any shareholder, officer, agent, employee, contractor or relative of that Member and any relative of any such person;
 - d. 'Certification Body' means a certification body (acting as an independent contractor) which is licensed by RTA to carry out certification and assess conformance to the Standards, all such bodies being set out from time to time in RTA's website at <https://assurance.redtractor.org.uk/standards/contact-certification-bodies>;
 - e. 'Enterprise' means a farming enterprise or activity which is covered by any of the particular Standards;
 - f. 'Member' means a member of the Scheme;
 - g. 'Member Logos' means the Member logos set out from time to time in the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>;
 - h. 'Membership' means membership of the Scheme;
 - i. 'Red Tractor Assurance Claim' means a claim to source and supply food or drink products which are eligible to carry any version of the Red Tractor logo;
 - j. 'Red Tractor Portal' means the online portal onto which you may upload documentation in advance of an Assessment and which can be accessed at <https://portal.redtractor.org.uk/#/home>;
 - k. 'relative' in relation to a person includes the mother, father, stepfather, stepmother, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée of that person or of that person's spouse, former spouse, civil partner or former civil partner;
 - l. 'RTA Website' means the website of RTA at <https://assurance.redtractor.org.uk> (or any replacement website RTA may establish and operate from time to time);
 - m. 'Scheme Member Checker' means the database of Members maintained by RTA at <https://checkers.redtractor.org.uk/rtassurance/services.eb>;
 - n. 'Standards' means the Red Tractor Assurance Scheme farm standards for each farming sector (currently, beef & lamb, dairy, pigs, poultry, crops and fresh produce) and supply chain standards (currently, livestock transport, meat and poultry processing, livestock markets and collection centres, safe haven and cold crush) as set out in the RTA Website at <https://assurance.redtractor.org.uk/standards> and as set out at the end of this document, as updated from time to time; and
 - o. 'you' means such Applicant Business or Member as the context permits.
3. You can only gain certification and obtain 'Red Tractor Assured' status for an Enterprise to which your application relates if you conform to the Standards applicable to that Enterprise and you must continue to meet these Rules and those Standards at all times. Failure to comply with these Rules or the Standards may result in your certification (whether for a particular Enterprise or for all Enterprises carried out by you) being suspended or withdrawn and your Membership being terminated.
4. RTA may update these Rules and the Standards at any time. You will be given notice of the specific changes made to the Standards and when they will come into effect. When changes are made to the Rules, we will give you notice of that fact and confirm in such notice when the amended Rules will come into effect and how you can view and download or otherwise obtain the amended Rules. You must ensure full compliance with all such changes to the Standards and the Rules to retain 'Red Tractor Assured' status.
5. From time to time RTA may publish (including via the RTA Website) additional sector specific rules and guidance which will be supplementary to and deemed to be part of these Rules (for example, rules and guidance in respect of contract farming in the combinable crops sector and the Safe Haven New Entrants and Suspended Member Protocols).

6. These Rules are in addition to any statutory requirements. Nothing in these Rules shall be deemed to provide exemption from current legislation and you must comply with all legislation relevant to the scope of the Scheme at all times.
7. Where the words 'include(s)', 'including' or 'in particular' are used in these Rules, they are deemed to have the words 'without limitation' following them.

Claiming Products or Services are 'Red Tractor Assured'

8. Subject always to the provisions of Rules 68 to 73 (and in particular the restrictions in Rule 70 on using the relevant Member Logo(s) or any other version of the Red Tractor logo on, or applying any such logo or a Red Tractor Assurance Claim to, food packs (including packaging such as meat, fruit or vegetable boxes, milk cartons or bottles) or using any such logo or making such a claim at the point of sale of food products (including online sales) unless you have a processors and packers licence issued by RTA (see <https://trade.redtractor.org.uk/>), you must not claim that products you sell and/or services you provide are, or describe them as, 'Red Tractor Assured', 'RT Assured', 'RTA Assured', 'RTA', 'RT' or 'Assured' or 'Certified' for the purposes of the Scheme unless and until you have been through the application and Assessment process referred to in the above explanation of how the Scheme works and a certificate of conformity to the relevant Standards has been issued for the Enterprise to which those products or services relate. Thereafter, subject always to Rules 68 to 73, you must not claim that products you sell and/or services you provide are, or describe them as, 'Red Tractor Assured', 'RT Assured', 'RTA Assured', 'RTA', 'RT' or 'Assured' or 'Certified' for the purposes of the Scheme:
 - a. if and to the extent that such products or services relate to a business, Enterprise, activity, location, holding, site, store or vehicle which is not included in the scope of your certification;
 - b. if your certification has been (and for so long as it remains) suspended or has been withdrawn for any reason;
 - c. if you do not renew your Membership on time in accordance with these Rules;
 - d. if your Membership terminates for any reason; or
 - e. if you have voluntarily left the Scheme.

Application

9. Any sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by RTA), farming or carrying out an Enterprise, can apply to be a Member. Similar schemes operate in the devolved regions of the UK covering some Enterprises and where this applies you should join the local scheme.
10. You can apply to join the Scheme for a single Enterprise or whatever combination of Enterprises fits your business needs. The exceptions to this are: beef and lamb, where, if both cattle and sheep are farmed, both have to be assessed and certified; and dairy, where beef assurance is required for the cattle (see Rule 23).
11. You can only apply for Membership through a Certification Body, which is an independent contractor licensed by RTA to certify conformance to the Standards.
12. Each sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of business approved by RTA) farming or carrying out an Enterprise must be registered as a Member in its own right in order to exercise the rights afforded by Membership and each Member must have at all times a named nominated person ('Nominated Person') who has functional responsibility for the management decisions and operating systems being assessed.
13. The Nominated Person of the Applicant Business must sign the membership application form provided by your chosen Certification Body ('your Certification Body') and subsequent renewal application forms (and RTA and your Certification Body shall be entitled to assume that the Nominated Person is authorised to sign such forms on your behalf). In submitting an application or renewal fee and/or such forms, you are agreeing with RTA and your Certification Body to be bound by these Rules and the Certification Body's terms of engagement.
14. Any false or misleading statement made on the Membership or renewal application forms, during Assessments, or in any other communication, may lead to suspension or withdrawal of your certification and even exclusion from future Membership. You must provide, upon request by RTA or your Certification Body, any information relevant to conformance with the Standards or these Rules.
15. Any act or omission to act (whether by you, your officers, employees or agents or a third party and whether or not in relation to your premises, site or holding) which impacts on your conformance to the Standards, these Rules or any relevant legislation, will be deemed to be your responsibility for the purpose of assessing your compliance with the Standards and these Rules. Any rights and remedies available to and sanctions imposed by RTA or your Certification Body in respect of any non-conformance to the Standards ('non-conformance') or breach of these Rules may, at the discretion of RTA or your Certification Body, be deemed to apply also to any other person who operates or proposes to operate from the same premises, site or holding as you and who is or wishes to become a Member.

Holdings, Sites, Stores and Vehicles

16. You must disclose in your Membership or renewal application form all holdings, sites, stores and vehicles which you want to be included in the scope of your certification (having regard to Rules 17, 18 and 19 below).
17. Subject always to Rules 12, 18 and 19, where a Membership or renewal application form lists more than one holding, site, store, or vehicle, they must all be managed on a day to day basis by the same person. A separate application must be made in respect of any holding, site, store or vehicle of a Member which is managed on a day to day basis by a different person. If there is any uncertainty over whom any holding, site, store, or vehicle is managed by, RTA or your Certification Body may require you to provide such documentary evidence as it sees fit and its decision shall be final, subject always to Rule 83 to 85 (Complaints and Appeal Procedure).
18. Unless RTA or your Certification Body otherwise permits in writing in its absolute discretion, separate Membership or renewal applications will be required in accordance with the following principles or as RTA or your Certification Body may direct:

Enterprise / Activity	Separate Membership for each:
Farms / Safe Haven / Cold Crush	<ul style="list-style-type: none"> Enterprise Holding / site within each such Enterprise: subject to the provisions of Rule 19 below.
Livestock Transport	Commercial Livestock Vehicle / Trailer
Livestock Market	Site with separate Animal Gatherings Order Approval Number
Collection Centre	Site with separate Animal Gatherings Order Approval Number
Meat and Poultry Processing	Site with separate FSA Approval Number

19. Additional farm holdings may be allowed within an application for a main site or holding provided the additional holdings fall within the relevant description set out below and subject always to such holdings being managed on a day to day basis by the same person.

Dairy	Poultry	Pigs	Beef/Lamb	Crops	Fresh Produce
Each milking premises requires a separate registration	A self-contained live poultry facility functioning with defined poultry stock management, operational control and bio-security standards	Main holding + max 3 small nursery or finishing units	Main site + additional sites where livestock are kept.	Main holding + any additional sites where fertilisers and pesticides are kept or harvested products stored or processed.	
		Additional sites must be sufficiently close to the main site or holding as agreed by the Certification Body.			

Dairy Members

20. Dairy farm assurance is normally arranged by the dairy purchaser (i.e. the first purchaser of milk from the farm and with whom the milk producer enters a milk supply contract). Separate membership rules (the 'Dairy Purchaser Membership Rules') apply to dairy purchasers. Dairy purchasers who wish to become a dairy purchaser member of the Red Tractor Dairy Farm Assurance Scheme must complete the application form available upon request by emailing "memberhelp@redtractor.org.uk" and are required to ensure that all milk producers supplying milk to them have a valid certificate evidencing conformance to the Red Tractor Dairy Farm Assurance Standards.
21. By agreeing to supply milk to a dairy purchaser member of the Red Tractor Dairy Farm Assurance Scheme, a milk producer shall be deemed to have agreed to be bound by these Rules and upon the issue of a valid certificate evidencing conformance to the Red Tractor Dairy Farm Assurance Standards, the milk producer shall become a milk producer member of the Red Tractor Dairy Farm Assurance Scheme. If the dairy purchaser membership of the dairy purchaser to whom a milk producer member supplies milk is suspended or terminated, the milk producer membership of the milk producer itself will also be suspended or terminated (as the case may be). If a dairy purchaser member has given notice to terminate its membership of the Red Tractor Dairy Farm Assurance Scheme in accordance with the Dairy Purchaser Membership Rules, each milk producer member supplying milk to that dairy purchaser member must (until such termination) continue to comply with these Rules and permit dairy Assessments to continue to be carried out.
22. Individual dairy farms which are both a milk producer and a milk processor may, on an exceptional basis and at RTA's absolute discretion, be accepted into membership of the Red Tractor Dairy Farm Assurance Scheme as both a milk producer member and a dairy purchaser member. Any such member (referred to as an "Independent Member") must comply with both these Rules and the Dairy Purchaser Membership Rules. If an Independent

Member's dairy purchaser membership is suspended or terminated in accordance with the Dairy Purchaser Membership Rules, the Independent Member's milk producer membership shall automatically be suspended or terminated (as appropriate). Similarly, if an Independent Member's milk producer membership is suspended or terminated in accordance with these Rules, the Independent Member's dairy purchaser membership shall automatically be suspended or terminated (as appropriate).

23. Cattle on dairy farms must also be beef assured (i.e. certification to the RTA beef Standards or to the beef assurance scheme in any relevant devolved region of the UK – see Rule 9). If you do not want your beef assurance to be assessed by the Certification Body which assesses your certification to the Red Tractor Dairy Farm Assurance Standards, you must, at the time of your dairy Assessment, demonstrate to the dairy assessor that your beef assurance is in place and commit to it being maintained.

Initial Assessment and Certification

24. A full initial Assessment must be completed and you must conform to all the Standards (not including 'recommendations') before your certification can be progressed and your Membership confirmed.
25. To enable a full Assessment to take place you must grant the assessor access to (or take all steps necessary to facilitate the carrying out of a remote visual Assessment, such as via video-streaming and/or by uploading records and documents to the Red Tractor Portal, of):
- all parts of the holding, site, store or vehicle, key members of staff and records/documents to which he/she reasonably requests access;
 - all livestock and, where relevant, allow the assessor to carry out welfare outcome scoring.
26. Without prejudice to Rule 53.d, an assessor may refuse to carry out or finish an Assessment:
- if he/she believes the presence of a third party may, intentionally or otherwise, influence its outcome in an inappropriate manner;
 - if he/she feels threatened or that he/she has been subjected to abusive behaviour at any time during the visit; or
 - if the site is empty or non-operational.

27. If any of the Standards has not been met, then a non-conformance will be raised. Certification will be dependent upon you carrying out improvements to the satisfaction of the Certification Body and within the specified time period(s).

28. Certificates and, where applicable, stickers confirming certification status, only relate to the assessed holding(s) or site(s) and are not transferable to any other holding or site or to any other business or person. All such certificates and stickers remain the property of your Certification Body. Whilst certificates and stickers may be useful in confirming 'Red Tractor Assured' status, the only definitive proof of certification and 'Red Tractor Assured' status is the Scheme Member Checker database managed and operated by or on behalf of RTA.

Membership Renewal

29. Your Membership must be renewed annually. Failure to renew within one month after an annual renewal date will result in your Membership being terminated. If you subsequently apply again to be a Member, you will be treated as a new applicant and a full initial Assessment will be required. In such a case, your Membership and certification will not be backdated.

Material Changes

30. You must keep your Certification Body informed of any material changes to your operation (when compared to the operation as at the date of your most recent Assessment) which might affect your certification. Examples of such 'material changes' include:
- additional holdings or sites (e.g. crop storage facilities, livestock grazing);
 - a change in the person who manages on a day to day basis any Enterprise, holding, site store or vehicle within your certification;
 - additional commercial livestock vehicles;
 - the site becoming empty of livestock at any time;
 - the site becoming restocked; and/or
 - changes to the activity being carried out on the holding or site (e.g. a farm or haulier also operating as a collection centre, or a meat processor beginning to process new species such as pork or poultry).
31. If you are the subject of an event described in Rule 53.g, or if any action is taken which is likely to lead to such an event, you must inform your Certification Body immediately giving details of any person appointed (or proposed to be appointed) as receiver, liquidator, administrative receiver, administrator or other such officer pursuant to any such arrangement or related order.
32. If, where you are a company or limited liability partnership, one of your members or any other person (including any group company) with whom you are connected, is the subject of an event described in Rule 53g or if any action is taken which is likely to lead to such an event, in circumstances which could result in you being unable properly to perform your obligations as a Member under these Rules, you must inform your Certification Body immediately, giving details of any person appointed (or proposed to be appointed) as receiver, liquidator, administrative receiver, administrator or other such officer pursuant to any such arrangement or order.

33. When certified against the Red Tractor Fresh Produce Standard only, you may ask your Certification Body for a voluntary suspension of one, some or all of the crop types covered by the certification.

Changing Certification Body

34. You can change your Certification Body at any time, in accordance with Rules 35 to 38.
35. You must declare on your application to the proposed new Certification Body whether you have previously applied to become, or have been, or are currently, a Member. If that is the case, you must confirm the Certification Body to whom you applied, your previous Membership number and details of all sites previously assessed (as well as the CPH number and PRIMO/ Herd mark, where applicable).
36. Your proposed new Certification Body will request and be given access to your historical data and records from your existing Certification Body before confirming continued certification.
37. The proposed new Certification Body may reject your application to transfer if you have outstanding non-conformances still to be rectified or if any other previously imposed certification or Membership condition prevents the application from being accepted. In such a case, before any transfer takes place, you must clear non-conformances to the satisfaction of your existing Certification Body. Unless otherwise agreed in writing by RTA, any previously imposed conditions (e.g. more frequent or unannounced inspections) shall continue to apply to and may be enforced by the new Certification Body.
38. If your application to transfer is accepted by the new Certification Body, it will take effect immediately upon such acceptance being confirmed and you do not need to inform your former Certification Body of the transfer.

Routine Assessments and Spot Checks

39. You must allow your Certification Body's appointed assessors to carry out routine Assessments, revisits and spot checks, whether in person or remotely (whether via video streaming and/or review of documents and records uploaded to the Red Tractor Portal or otherwise) and where Assessments are requested to be carried out remotely you must take all reasonable steps necessary to enable remote Assessment to take place.
40. Each of RTA, your Certification Body and any third party duly authorised to act on behalf of either or both of them, has the right to carry out an Assessment or spot check at short notice or unannounced.
41. The assessor may be accompanied by an observer.
42. If any of the Standards are not met, a non-conformance will be raised. Continued certification will be dependent upon you carrying out improvements to the satisfaction of the Certification Body and within the time period(s) specified.

Special Conditions of Certification

43. RTA and your Certification Body shall each be entitled, at any time and each in its absolute discretion, to specify 'Special Conditions of Certification' for your Membership and/or continued certification. This may include:
- additional announced or, if so specified, unannounced Assessments or spot checks by the Certification Body over and above the normal routine Assessments, all such additional Assessments and spot checks being at your cost; and
 - obtaining evidence from a third party expert (nominated by RTA or the Certification Body and appointed at your cost) that the Standards are being met.

Fees

44. You must, on initial application and annually thereafter, pay to your Certification Body an annual Membership fee for each Enterprise being assessed. The annual Membership fee is made up of an amount equal to the annual participant fee(s) which RTA charges the Certification Body for each Enterprise assessed by it (and which your Certification Body charges on to you) and an amount to cover your Certification Body's own charges. Details of the annual participant fees and any other fees charged by RTA to Certification Bodies can be downloaded at: <https://assurance.redtractor.org.uk/who-we-are/how-we-are-funded>. Your Certification Body may change the annual Membership fee from time to time and will review the fee annually. Your Certification Body (or RTA) will notify you of any changes in the annual Membership fee.
45. You must pay any additional charges your Certification Body may impose for:
- visits to additional holdings/sites not close to the main holding or site;
 - visits to additional holdings/sites/vehicles notified to the Certification Body after any previous Assessment;
 - the assessor having to return, whether to complete an Assessment report where, through no fault of the assessor, it could not initially be completed in full, or to check that non-conformances have been rectified; and
 - any additional Assessments or spot checks required under any Special Conditions of Certification specified by RTA or your Certification Body, as contemplated in Rule 43.
46. For milk producer members, some fees may be met by your milk purchaser. You should contact your milk purchaser for further details.
47. You are responsible for any external third party fees required to meet the requirements of the Standards (for example, Quarterly Veterinary Reports

on farms certified to the RTA Pig Standards) and any Special Conditions of Certification specified under Rule 43.

48. You are responsible for any costs you incur in meeting the Standards and rectifying non-conformances.
49. If you fail to pay any fees required to be paid by you under these Rules, RTA or your Certification Body shall each be entitled to reject your Membership or renewal application or to suspend or withdraw certification for any relevant Enterprise(s).

Suspending Certification

50. Your Certification Body has the right to suspend your certification if:
- you unreasonably delay or refuse a routine Assessment, revisit or spot check;
 - circumstances on a relevant holding or site prevent the assessor from completing an Assessment in full;
 - major non-conformances (meaning for the purpose of these Rules a non-conformance to the Standards or breach of these Rules which is treated as a 'major' non-conformance by assessors at the time of the relevant Assessment);
 - an excessive number of non-conformances are found during an Assessment;
 - the same non-conformance is found on successive Assessment visits;
 - you fail to rectify any non-conformance within a specified timescale;
 - you fail to comply with these Rules or the Standards;
 - evidence which your Certification Body or RTA reasonably believes to be reliable is received from a third party, indicating that you are not conforming to the Standards to a material extent; or
 - being a milk producer member of the Red Tractor Dairy Farm Assurance Scheme, the dairy purchaser membership of that scheme of the dairy purchaser to whom you supply milk is suspended.

If your certification has been suspended and you do not take the necessary action to rectify any notified non-conformance(s) within 3 months of such suspension, your certification may be withdrawn with immediate effect by written notice served by your Certification Body, whereupon your Membership will be automatically terminated.

Termination of Membership and Withdrawing Certification

51. Each of RTA and your Certification Body may refuse applications or impose particular conditions for re-entry into the Scheme where an application relates to an Enterprise, business, holding, site, store and/or vehicle in respect of which certification has previously been withdrawn in accordance with these Rules (and even if all relevant non-conformances have been rectified).
52. RTA and the Certification Bodies will not accept a Membership or renewal application (including from a new applicant) if the application relates to an Enterprise, business, holding, site, store or vehicle in respect of which Membership or certification conditions or other restrictions or sanctions have been imposed under these Rules and remain outstanding or in place (as the case may be), unless it can be demonstrated to the satisfaction of RTA and the Certification Body that the Applicant Business is not connected to the Member subject to those conditions, restrictions or sanctions (other than being connected purely in terms of operating from the same holding, site, store or vehicle) and there are no other reasons for refusing such an application.
53. Each of your Certification Body and RTA may, in its absolute discretion, refuse an application for Membership, and/or your Certification Body may withdraw certification (whether for a particular Enterprise or for all Enterprises carried out by you) and/or RTA may, by written notice, immediately terminate your Membership:
- if you fail to comply with these Rules or the Standards;
 - if the Certification Body or RTA considers that it is necessary to do so to prevent RTA or the Scheme from being brought into disrepute;
 - if any act or omission by you or any of your Associates (i) has brought or may, in the reasonable opinion of the Certification Body or RTA, bring RTA or the Scheme into disrepute or (ii) has damaged or may, in the reasonable opinion of the Certification Body or RTA, damage the integrity of the Standards;
 - if, notwithstanding the rights under Rule 26.b, an assessor, employee or officer of the Certification Body or RTA feels threatened or that he has been subjected to abusive behaviour by you or any of your Associates;
 - if, without prejudice to Rules 53.a, b, c and d, a material breach by you of these Rules (including a major non-conformance to the Standards) which is not capable of being remedied has occurred or a material breach by you of these Rules (including a major non-conformance to the Standards) which is capable of remedy has not been remedied within 30 days (or such other period as RTA or your Certification Body notify you in the case of a major non-conformance of the Standards) after service of a written notice requiring it to be remedied;
 - if you are still categorised as high risk following two consecutive unannounced spot checks as a result of our risk based approach to inspections;
 - upon your voluntary or compulsory bankruptcy or liquidation, the

appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of your assets, or your entry into any composition or arrangement with your creditors;

- h. if you are subject to a change of control ("control" being defined as in the Income and Corporation Taxes Act 1988) which, in the reasonable opinion of RTA or the Certification Body, is likely to have a detrimental effect on the integrity, goodwill or reputation of RTA, the Certification Body, the Standards or the Member Logos;
- i. in the event of an act of gross negligence or fraud on your part or the part of any of your Associates;
- j. if, after your certification has been suspended under Rule 50, you do not take the necessary action to rectify notified non-conformances within 3 months of such suspension;
- k. if you fail to pay any amount owing to RTA or your Certification Body under these Rules;
- l. if you, any of your Associates, any person involved in the day to day management of an Enterprise, holding, site, store or vehicle within your certification or any other person involved with livestock in relation to any such Enterprise, holding, site, store or vehicle, is banned from keeping livestock;
- m. if, being a milk producer member of the Red Tractor Dairy Farm Assurance Scheme, the dairy purchaser membership of that scheme of the dairy purchaser to whom you supply milk is terminated; or
- n. if RTA ceases to operate the Scheme.

For the avoidance of doubt, if your certification is withdrawn in respect of all relevant Enterprises, you shall automatically cease to be a Member.

Termination of Membership by Member

- 54. You may give notice in writing to terminate your Membership in the event of the voluntary or compulsory winding-up or liquidation of RTA, the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of the assets of RTA, or RTA entering into any composition or arrangement with its creditors.
- 55. You may at any time give notice in writing immediately to terminate your Membership. For the avoidance of doubt, this Rule 55 does not apply to milk producer members of the Red Tractor Dairy Farm Assurance Scheme.

Indemnity and Inadequacy of Damages

- 56. You undertake to indemnify RTA and your Certification Body against all liabilities, costs, expenses, damages or losses (including any direct or indirect loss of profit, loss of business, loss of goodwill, loss of reputation or consequential loss, and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by RTA or your Certification Body arising out of or in connection with any event or circumstance referred to in Rules 53.a to 53.m (inclusive) or any other breach by you of these Rules.
- 57. Without prejudice to any other rights or remedies that RTA or the Certification Body may have, you acknowledge and agree that damages alone may not be an adequate remedy for any breach by you of these Rules. Accordingly, RTA and the Certification Body shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Rules.

Prosecutions, Regulatory Sanctions and Third Party Evidence

- 58. You must notify your Certification Body of any prosecution that has at any time been brought or is or is likely to be brought against you or any of your Associates, or in relation to any Enterprise, business, site, holding, store or vehicle owned or occupied by you or any of your Associates or referred to in a Membership or renewal application, which relates to any issues covered in the Standards, including food safety, product traceability, animal health, animal welfare, animal identification and movements, veterinary medicine records, trade description, animal transport, environmental legislation or relevant consumer protection legislation.
- 59. For the purpose of Rule 58, 'prosecution' shall include, in respect of farms, any penalty relating to Cross-Compliance requirements that directly relates to issues covered in the Standards.
- 60. You will be asked to sign a declaration relating to prosecutions and penalties in the initial Membership application form, renewal forms and other Scheme documents. Any information relating to such matters received by RTA or your Certification Body will be investigated and appropriate action taken.

Confidentiality and Data Protection

- 61. Your details will be treated in confidence save as set out below, and your personal data will be treated in accordance with the terms of our Privacy Policy. RTA and your Certification Body may however provide to any third parties who have a legitimate interest in knowing the same (including your customers and suppliers), details of your certification status (being full, suspended, withdrawn or a non-member), the date of your last Assessment, your certification expiry date and your certification renewal date. This information may be made available through the on-line Scheme Member Checker and lists of certified, suspended and/or withdrawn Members may be published by RTA from time to time.
- 62. If a matter arises which is or could constitute or lead to an infringement of any laws or regulations relating to the scope of Red Tractor either (a) by you or any of your Associates or (b) which is connected directly or indirectly

to you, your Membership or any Enterprise, you agree that any relevant regulatory or administrative body or agency, including the Food Standards Agency, the National Food Crime Unit, the Animal and Plant Health Agency, Local Authorities, the Rural Payments Agency, the Environment Agency, Natural England, any equivalent bodies in devolved regions of the UK and any of their respective successor bodies or agencies and any third party acting in good faith on their behalf or in their interests, shall be entitled to provide to RTA and/or your Certification Body any reports or documentation produced by such body, agency or third party in respect of the relevant matter (whether or not requested by RTA or your Certification Body) and that each of RTA and your Certification Body may request such reports and documentation from such bodies, agencies and third parties. Each such body, agency and third party shall be entitled to rely on your consent under this Rule 62 to the disclosure of such reports and documentation to RTA and/or your Certification Body.

- 63. Without limiting Rules 61 and 62, each of RTA and your Certification Body may transfer data and information about your certification and Membership to their respective successors, any transferee(s) of their respective businesses and any new operator(s) of all or part of the Scheme, provided such transferee(s) shall have the same rights and obligations with regard to such data and information as the relevant transferor(s).
- 64. RTA shall be entitled to produce and publish statistical reports drawing upon aggregated Scheme data, provided that individual performance data cannot be traced back to you.
- 65. Membership data may be retained on RTA's databases (subject always to the provisions of Rules 61 to 64) for ten years after you have ceased to be a Member (or such longer period as RTA reasonably considers necessary to enable it effectively to monitor trends in membership and performance).
- 66. RTA is entitled to receive copies of Assessment reports from your Certification Body.
- 67. In exceptional circumstances, where an assessor comes across evidence of an immediate and significant risk of unacceptable animal welfare practices, food contamination or environmental pollution, RTA and your Certification Body may each immediately notify any competent authorities, notwithstanding any other provision of these Rules or any other agreement you may have with either RTA or your Certification Body.

Member Logos

- 68. Using the Member Logos: For so long as you are a Member, you are entitled to indicate that you hold a certificate of conformity to the relevant Standards and, for that purpose only, you may refer to your operations (but only insofar as they are covered by your certificate of conformity) as 'Red Tractor Assured' and (subject always to Rules 69 to 73) use the appropriate Member Logo(s) on stationery and publicity materials (including on your website) provided that you follow all directions on the use of the Member Logos given from time to time by RTA or set out on the RTA Website at <https://assurance.redtractor.org.uk/standards/member-rules>. You agree to observe all such directions.
- 69. Farm Shops, Farmers Markets and food/drink product sales via all other channels, such as meat/vegetable/fruit box schemes, including online sales and use of Red Tractor supplied marketing materials: Subject always to Rule 70, if you sell your own Red Tractor Assured meat, fruit or vegetable food or drink products to the public, whether through your own farm shop, or at farmers markets or other events, or via any other channels, including online sales of meat/vegetable/fruit boxes via your website/apps, you are, for so long as you are a Member, allowed to use the appropriate Member Logo(s) in your shop, or on your market/fair stall, or within the content of your websites/apps for online sales which describes your Red Tractor Assured farm operations only and provided always that:
 - a. the relevant Member Logo(s) are only used in your own farm shop or on such stall in relation to Red Tractor Assured meat, fruit and vegetable food or drink products of your own farm and no other products (and the Member Logo(s) must be positioned carefully so that the public is not misled into thinking that those other products are Red Tractor Assured);
 - b. Member Logo(s) used in your website/apps are only used to describe your Red Tractor Assured farm operations and are not used to describe any products or displayed next to or in connection any product or price lists;
 - c. you follow all directions on the use of the Member Logos which may from time to time be given by RTA or set out on the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>;
 - d. if you are a milk producer member and sell raw milk to the public, you may not use the Member Logo denoting your membership of the Red Tractor Dairy Farm Assurance Scheme (or use any other version of the Red Tractor logo or make any Red Tractor Assurance Claim) in any way whatsoever (including in relation to any marketing materials, whether your own or those supplied by RTA); and
 - e. if you are milk producer member and do not sell raw milk to the public, provided you comply with Rule 68, you may use the Member Logo denoting your membership of the Red Tractor Dairy Farm Assurance Scheme on your stationery and publicity materials (including on your website).

In addition, for so long as you are a Member (other than a milk producer who sells raw milk to the public) you may use marketing materials supplied by RTA to help promote the Scheme provided that you not do so in a way which might mislead the public in relation to the scope of your Red Tractor Assured products or activities or in a way which ties such materials to actual products.

70. Restriction on using the Member Logos or Red Tractor logo on food products, including on product packaging (including any meat/vegetable/fruit boxes or milk cartons or bottles): You may not use or print any Member Logos or any other version of the Red Tractor logo on, or apply any such logo or a Red Tractor Assurance Claim to, food packs (including any packaging such as meat/vegetable/fruit boxes, milk cartons or bottles) or use any such logo or make a Red Tractor Assurance Claim in connection with the sale of food or drink products (including online sales) unless you have a processors and packers licence issued by RTA. To apply for a processors and packers licence, go to <https://trade.redtractor.org.uk/apply-for-a-red-tractor-license/>.
71. The rights to use Member Logos under Rules 68 and 69 are limited to using the entire designation and in an identical form or forms to that or those directed by RTA from time to time. These rights are personal to you as a Member and may not be assigned, transferred or sub-licensed to any other person.
72. As a Member, you shall not use (or authorise or license others to use) the Member Logos and/or the Red Tractor logo or name in any way other than as expressly permitted in these Rules (or in a processors and packers licence granted to you) and you shall not use or authorise or license any other person to use any name, mark, sign or device which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo or name; nor shall you file or cause to be filed any application for any trade mark or certification mark which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo; nor shall you register or attempt to register any company in a name which is or could reasonably be regarded as similar to any of the names 'Red Tractor', 'Red Tractor Assurance', 'Red Tractor Assured', 'RTA', 'Assured Food Standards' or 'AFS'. You will not oppose or cause any oppositions to be filed to any trade mark or certification mark applications filed by or on behalf of RTA, nor object to or take any adverse action in respect of any of RTA's trade mark or certification mark registrations; nor will you register or attempt to register the Member Logos and/or the Red Tractor Logo or name, or any name, mark, sign, or device which is or could reasonably be regarded as similar to the Member Logos and/or the Red Tractor logo or name, anywhere in the world or otherwise cause any question to be raised concerning RTA's ownership of the Member Logos or the Red Tractor logo or name, or the validity or enforceability of such rights; nor will you do or say anything that could damage the goodwill and/or reputation of RTA, the Scheme Logos or the Red Tractor logo.
73. Your right to use any Member Logo and/or the Red Tractor name in accordance with these Rules:
 - a. may be terminated by RTA on one month's written notice;
 - b. may be terminated by RTA immediately on written notice if you fail to observe the provisions of these Rules or the directions of RTA with regards to the use of such logos;
 - c. will automatically terminate in so far as use of such logos on products is concerned if and for so long as your certification has been suspended; and
 - d. will automatically terminate if your certification has been withdrawn or your Membership is terminated for any reason or has expired (and is not renewed in accordance with Rule 29).

Limitation of Liability

74. Nothing in these Rules shall limit or exclude the liability of RTA or any Certification Body or any of their respective officers, employees, agents or subcontractors for (a) death or personal injury caused by the negligence of any such person; or (b) fraud or fraudulent misrepresentation.
75. Subject to Rule 74:
 - a. neither RTA nor any Certification Body, nor any of their respective officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss caused by business interruption, or any indirect or consequential loss suffered or incurred by a Member and arising under or in connection with the Scheme (including in relation to the administration of the Scheme, the carrying out of Assessments, any rejection of a Membership or renewal application, any suspension or withdrawal of certification or any termination of Membership);
 - b. neither RTA nor any Certification Body, nor any of their respective officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by a milk producer member as a result of or in connection with the purchaser of that milk producer member's milk having its dairy purchaser membership of the Red Tractor Dairy Farm

Assurance Scheme suspended or terminated in accordance with the Dairy Purchaser Membership Rules;

- c. the total liability to any Member of RTA and its officers, employees and agents in respect of all losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by that Member and arising under or in connection with the Scheme (including in respect of the administration of the Scheme, the carrying out of Assessments, any rejection of a Membership or renewal application, any suspension or withdrawal of certification or any termination of Membership), and whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £300,000 in aggregate in respect of all and any such claims arising in any period of 12 months ending on 31 March (provided that for this purpose a claim will be deemed to have arisen on the date on which the event, act or omission giving rise to such losses, liabilities, damages, charges, costs or expenses occurred); and
 - d. you shall not be able to recover from both RTA and your Certification Body for the same loss.
76. RTA is not a party to the contract you must enter with your Certification Body to govern its Assessment of your conformance (or non-conformance) to the Standards. Subject to Rule 74, neither RTA nor any of its officers, employees or agents shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any acts or omissions of your Certification Body or its assessors or other agents in connection with that contract or the services proposed to be carried out under it by your Certification Body.
 77. The Member shall not be entitled (whether under these Rules and/or in respect of any other membership or licence the Member may have with RTA) to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.

Variation of Rules and Standards

78. RTA shall be entitled at any time to change and update the Standards and these Rules. You will be given notice of any the specific changes made to the Standards and when they will come into effect. When changes are made to the Rules, we will give you notice of that fact and confirm in such notice when the amended Rules will come into effect and how you can view and download or otherwise obtain the amended Rules. RTA and each Certification Body shall each be entitled at any time to change its operating procedures where, in its absolute discretion, it considers it necessary to do so. You will be given advance written notice of any such changes to operating procedures and of when they will come into effect.

Force Majeure

79. RTA shall not be liable to a Member if any delay or failure by RTA or its employees, officers, agents or independent contractors to perform their obligations under these Rules or any related agreement is the result of a Force Majeure Event. For the purpose of this Rule, 'Force Majeure Event' means an event beyond the reasonable control of RTA (or its employees, officers, agents or independent contractors) including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government, local or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of a utility service.

No Waiver

80. A waiver of any right of RTA under these Rules is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by RTA in exercising any right or remedy under these Rules or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Notices

81. A notice given under or in connection with these Rules shall be in writing and:
 - (a) in the case of a notice to RTA, sent by email to Memberhelp@redtractor.org.uk or by first class post to RTA's registered office from time to time; and
 - (b) in the case of a notice to the Member, sent by email or first class post to the email or postal address set out in the Membership or renewal application (or such replacement email or postal address as may subsequently have been notified in writing to RTA) and, in the absence of any such addresses, by post to its registered office (in the case of a company) or last known business address in any other case.
82. A notice shall be deemed to be delivered by 9.00am on the second business day (excluding weekends and bank holidays) after posting in the case of first class post and on sending in the case of email.

Complaints and Appeal Procedure

83. If you wish to raise a formal complaint (such as a formal expression of dissatisfaction about RTA's personnel, services, decisions, contractors or the services of your Certification Body), you should supply details of the complaint and evidence supporting it in accordance with RTA's complaints procedure, a copy of which will be provided upon request (provided that where your complaint relates to an RTA decision or to the outcome of any appeal to your Certification Body your complaint must be sent to RTA within 14 days after the date of the RTA decision or (as the case may be) within 14 days after you have been notified of the outcome of the appeal to your Certification Body).
84. If you are not satisfied with the way your application, Assessment or any certification decision has been conducted, you may lodge an appeal in writing with your Certification Body within such period as your Certification Body may stipulate from time to time. All such appeals will be investigated and dealt with in accordance with the Certification Body's appeal procedure or, if so directed, RTA's appeal procedure. Copies of the relevant appeal procedure will be provided by your Certification Body (or RTA as appropriate) upon request.
85. Decisions taken by RTA to terminate your membership at any time are subject to a right to appeal in accordance with RTA's appeal procedure (which requires you to appeal within 14 days after the date of the RTA decision). Copies of the RTA appeal procedure will be provided by RTA upon request.

Entire Agreement, Third Party Rights and Governing Law

86. These Rules and the documents specifically referred to in these Rules as being available via the RTA Website (including the Standards) represent the entire understanding between you and RTA in relation to your Membership. You acknowledge that you have not relied upon any statement from RTA (written or oral) which is not contained in these Rules (or such documents) in applying to be a Member or renewing your Membership.
87. Subject to the rights of the bodies, agencies and third parties referred to in Rule 62 and to the rights of Certification Bodies as referred to in Rule 88, these Rules are not intended to benefit, or be enforceable by, anyone other than RTA and each Member.
88. Where a Certification Body is referred to in these Rules, the relevant Certification Body shall be able to enforce the rights expressly or impliedly ascribed to it to the fullest extent permitted by law. Furthermore, any successor to RTA (or any transferee of the business of RTA or of RTA's rights under and in relation to the Scheme) shall be entitled to enforce RTA's rights under these Rules and any successor to your Certification Body (or any transferee of the business of your Certification Body) shall be entitled to enforce your Certification Body's rights under these Rules.
89. These Rules and any disputes or claims arising out of or in connection with their subject matter or formation are governed by and shall be construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Rules or their subject matter or formation.



Standing together for British agriculture

**Our standards start with the consumer.
We monitor what they value the most
about their food and understand what
they expect from farmers.**

**These values are translated in to practical
on-farm standards so Red Tractor farmers
can demonstrate they are producing what
consumers want.**

Certification Bodies



Your routine point of contact with the Scheme is through your Certification Body.

Certification Bodies are licensed by Red Tractor to manage membership applications and to carry out assessment and certification against the Standards. The table below shows which Certification Bodies apply to each supply chain scheme.

Certification Body	Livestock Transport Scheme	Chicken Catching and Transport Scheme	Livestock Markets and Collection Centres Scheme	Meat and Poultry Processing Scheme
NSF Certification	✓	✓	✓	✓
SAI Global	✓	✓	✓	✓
Lloyd's Register				✓
NIFCC (Northern Ireland)	✓	✓	✓	✓



NSF Certification

Hanborough Business Park, Long Hanborough, Oxford OX29 8SJ
Tel: 01993 885739 Email: agriculture@nsf.org Web: www.nsf-foodeurope.com



SAI Global Assurance Services Ltd

PO Box 6236, Milton Keynes MK1 9ES
Tel: 01908 249973 Email: agrifood@saiglobal.com Web: www.saiglobal.com/assurance



Lloyd's Register

6 Redheughs Rigg, Edinburgh EH12 9DQ
Tel: 0131 335 6643 Email: redtractor-ca@lr.org Web: www.lr.org/uk



NIFCC [Northern Ireland]

1A Lissue Walk, Lissue Industrial Estate (East), Lisburn, Northern Ireland BT28 2LU
Tel: 028 9263 3017 Email: info@nifcc.co.uk Web: www.nifcc.co.uk

T: 0203 617 3670

E: memberhelp@redtractor.org.uk

www.redtractorassurance.org.uk

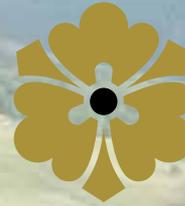


Farming Help

03000 111999

Confidential help for all in the farming community

The Farming Help Partnership is supported by



THE PRINCE'S
COUNTRYSIDE
FUND


AddingtonFund
a farming charity that means business

FCN | THE FARMING
COMMUNITY
NETWORK
Here for *you*

R·A·B·I 
Supporting Farming Families


RSABI
Supporting People
in Scottish Agriculture

Helping farmers with disaster relief and affordable rural housing.

Practical and pastoral support for farmers and families within the farming community.

Helping farming people of all ages with a wide range of financial and practical support.

Supporting people from Scottish agriculture emotionally, practically and financially in times of need.